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KING COUNTY
SUPERIOR COURT CLERK
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CASE NUMBER: 18-2-06844-4 SEA

SUPERIOR COURT OF WASHINGTON
FOR KING COUNTY

GATEWAY KING, LLC, a Delaware
limited liability company,

Plaintiff,

v.

GLOBAL BARISTAS US, LLC d/b/a
TULLY'S COFFEE, a Washington limited
liability company,

Defendant.

No.

COMPLAINT FOR UNLAWFUL
DETAINER AND DAMAGES

COMES NOW the Plaintiff and alleges as follows:

1. Plaintiff. Plaintiff Gateway King, LLC, a Delaware limited liability company, is the landlord ("Plaintiff" or "Landlord") under that certain Lease Agreement more particularly described herein.

2. Defendant. Defendant Global Baristas US, LLC d/b/a Tully's Coffee, a Washington limited liability company ("Defendant" or "Tenant"), is the tenant under the above-referenced Lease Agreement.

3. The Lease Agreement. Plaintiff as Landlord and Defendant as Tenant, entered into a certain Multi-Tenant Office Lease Agreement dated September 24, 2009, as amended by First Amendment to Lease dated November 30, 2011, as further amended by the

COMPLAINT FOR UNLAWFUL DETAINER
AND DAMAGES - 1

MILLER NASH GRAHAM & DUNN LLP
ATTORNEYS AT LAW
T: 206.624.8300 | F: 206.340.9599
PIER 70
2801 ALASKAN WAY, SUITE 300
SEATTLE, WASHINGTON 98121

1 Lease Assignment, Assumption and Consent Agreement dated on or about August 3, 2013, and
2 as further amended by Second Amendment to Lease dated November 20, 2013, (collectively
3 referred to as the "Lease") for premises located at and commonly known as First Floor of Union
4 Station 625, 625 5th Avenue South, Seattle, King County, Washington 98104, and consisting of
5 approximately 1,607 rentable square feet (the "Premises").

6 4. Jurisdiction. The court has jurisdiction over Defendant and the subject
7 matter to this litigation because all actions giving rise to the Plaintiff's claims herein occurred in
8 King County, Washington, with jurisdiction vested in this court pursuant to RCW 2.08.010.

9 5. Venue. Venue in this court is proper under RCW 4.12.010 and RCW
10 4.12.025, in that Defendant at all times relevant to this action transacted business in King
11 County, and that the injuries complained of herein occurred in King County.

12 6. Lease Default (Rent). Defendant is in default under the Lease Agreement
13 for failure to pay lease arrearages as required under the Lease Agreement.

14 7. Notice to Pay or Vacate. On March 9, 2018, Plaintiff caused to be served
15 on Defendant a Three-Day Notice to Pay Rent Or Vacate Premises (the "Notice"), a true and
16 correct copy of which is attached hereto as **Exhibit A**, which exhibit is incorporated herein by
17 this reference as if fully set forth.

18 As of March 9, 2018, Defendant's lease arrearages totaled \$5,827.95. The Notice
19 was properly served upon Defendant by personal service, and posting a copy of the Notice at the
20 Premises as evidenced by the Affidavit of Service, attached hereto as **Exhibit B**, and by US mail
21 and US certified mail, as evidenced by the Affidavit of Service by Mail, attached hereto as
22 **Exhibit C**. Exhibits B and C are incorporated herein by this reference as if fully set forth.

23 8. Unlawful Detainer. More than three (3) days have passed since the
24 service of the Notice on Defendant and Defendant has neither paid all past due amounts nor
25 vacated and surrendered the Premises to Plaintiff. Defendant has been unlawfully detaining the
26

1 Premises since at least March 13, 2018, based on their failure to comply with the Notice, and as
2 provided by RCW 59.12.030.

3 9. Costs and Attorneys' Fees. Due to Defendant's unlawful detainer of the
4 Premises, Plaintiff has and continues to incur costs and attorneys' fees in an amount to be proven
5 at trial. Pursuant to the Lease Agreement, Defendant is liable to Plaintiff for said costs and
6 attorneys' fees.

7 10. Double Damages. Pursuant to RCW 59.12.170, Plaintiff is entitled to a
8 judgment against Defendant for twice the amount of damages assessed and for rent due.

9 WHEREFORE, Plaintiff prays for judgment and relief against Defendant as follows:

10 A. For restitution of the aforesaid Premises;

11 B. For issuance of a Writ of Restitution directed to the Sheriff of King
12 County, Washington, directing said Sheriff to deliver possession of the Premises to Plaintiff;

13 C. For a judgment in favor of Plaintiff against Defendant for the total amount
14 of unpaid rent and fair rental value damages due at the time of award;

15 D. For a judgment in favor of Plaintiff against Defendant for the total amount
16 of reasonable attorneys' fees and costs incurred by Plaintiff at the time of award;

17 E. For double damages due to Defendant's unlawful detainer of the Premises
18 as allowed by statute;

19 F. For post-judgment interest on the aggregate amount awarded above at the
20 rate of twelve percent (12%) per annum as allowed by law; and

21 G. For such other relief as the Court deems just and proper.

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26

1 DATED this 14th day of March, 2018.

2 MILLER NASH GRAHAM & DUNN LLP

3
4 By /s/ Drew F. Duggan

5 Matthew R. Hansen, WSB No. 36631

6 Drew F. Duggan, WSB No. 50796

7 Miller Nash Graham & Dunn LLP

8 Pier 70

9 2801 Alaskan Way, Suite 300

10 Seattle, WA 98121

11 Tel: (206) 624-8300

12 Fax: (206) 340-9599

13 E-mail: matthew.hansen@millernash.com

14 E-mail: drew.duggan@millernash.com

15 Attorneys for Plaintiff

THREE-DAY NOTICE TO PAY RENT OR VACATE

TO: GLOBAL BARISTAS US, LLC D/B/A TULLY'S COFFEE
FIRST FLOOR, UNION STATION BUILDING 625
625 5TH AVENUE SOUTH
SEATTLE, WA 98104

AND TO: GLOBAL BARISTAS US, LLC
3100 AIRPORT WAY SOUTH
SEATTLE, WA 98134

AND TO: GLOBAL BARISTAS US, LLC
8805 POINTS DRIVE NE,
CLYDE HILL, WA 98004

AND TO: ALL UNKNOWN PERSONS OR ENTITIES IN POSSESSION
FIRST FLOOR, UNION STATION BUILDING 625
625 5TH AVENUE SOUTH
SEATTLE, WA 98104

You are hereby notified that as of this date Global Baristas US, LLC, D/B/A Tully's Coffee ("Tenant"), is in default in the payment of rent and other lease charges otherwise due under its Multi-Tenant Office Lease Agreement dated September 24, 2009, as amended by First Amendment to Lease dated November 30, 2011, and as further amended by Second Amendment to Lease dated November 20, 2013 (collectively referred to as the "Lease"), with Gateway King, LLC (the "Landlord"), for the premises located at First Floor of Union Station 625, 625 5th Avenue South, Seattle, King County, Washington 98104, and consisting of approximately 1,607 rentable square feet (the "Premises"), in the amount of **\$5,827.95**, as follows:

3/2018 Base Rent	\$	4,285.33
3/2018 Operating Expenses	\$	945.15
3/2018 Real Estate Taxes	\$	597.47
Total Past Due	\$	5,827.95

You are hereby notified that Tenant must either pay the sum of **\$5,827.95** to the undersigned attorney for Landlord by certified funds, or, in the alternative, Tenant and all other unknown persons or entities in possession must vacate the Premises. Vacating the Premises will not relieve Tenant of its obligations to pay sums which are now due, or which may come due in the future through the expiration of the Lease term. Landlord hereby expressly reserves all rights and remedies, pursuant to the Lease or at law, regarding any and all other defaults under the Lease, whether monetary or non-monetary, which are not set forth herein.

In the event Tenant fails to tender payment or to vacate and surrender the Premises within three (3) days after the date of service of this notice, Tenant will be guilty of unlawful detainer and subject to eviction. If partial payment is sent or delivered anywhere other than to the undersigned attorney for Landlord and subsequently deposited, the Landlord reserves the right to apply the partial payment to the amounts due, or return the partial payment, neither of which shall affect the validity or enforceability of this notice.

This notice is executed and served in accordance with Chapter 59.12 RCW, which provides that a tenant is in unlawful detainer of real property if the tenant fails to comply with the demands of a notice such as this. A commercial tenant who is found to be unlawfully detaining real property after non-payment of rent is liable for double the amount of damages occasioned because of such unlawful detainer. In addition, pursuant to the Lease, Tenant is liable for all of Landlord's attorneys' fees and costs reasonably incurred because of Tenant's default.

DATED this 9th day of March 2018.

MILLER NASH GRAHAM & DUNN LLP

By: 

Matthew R. Hansen, WSBA# 36631

Drew F. Duggan, WSBA# 50967

Attorneys for Landlord

Pier 70, 2801 Alaskan Way – Suite 300

Seattle, Washington 98121-1128

(206) 624-8300

In re:

GLOBAL BARISTAS US, LLC
D/B/A TULLY'S COFFEE
FIRST FLOOR, UNION STATION
BUILDING 625
625 5TH AVENUE SOUTH
SEATTLE, WA 98104

AFFIDAVIT OF SERVICE OF: THREE-DAY
NOTICE TO PAY RENT OR VACATE.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

The undersigned, being first duly sworn, on oath states:

That I am now, and at all times herein mentioned, was a citizen of the United States and a resident of the State of Washington, over the age of 18 years, not a party to or interested in the above entitled action, and am competent to be a witness therein.

That at 3:55 P.M. on March 9th, 2018, at 625 Fifth Avenue South, Seattle, Washington, I duly served the above-described documents in the above-described matter upon Global Baristas US, LLC, doing business as Tully's Coffee, by then and there personally delivering a true and correct copy thereof by leaving the same with Amber J., Manager, who stated is authorized to accept. After service, I posted a true and correct copy to the front door of the business, and took a photo of the posting, which is attached.

Service Fees:	12.00
Prep:	
Travel:	14.00
SSA:	
Wait:	
Special Fee:	20.00
Aff./Notary Fee:	12.00
TOTAL	\$58.00


CHRISTIAN RAY

KING CO. # 1217202

SUBSCRIBED AND SWORN to before me on:

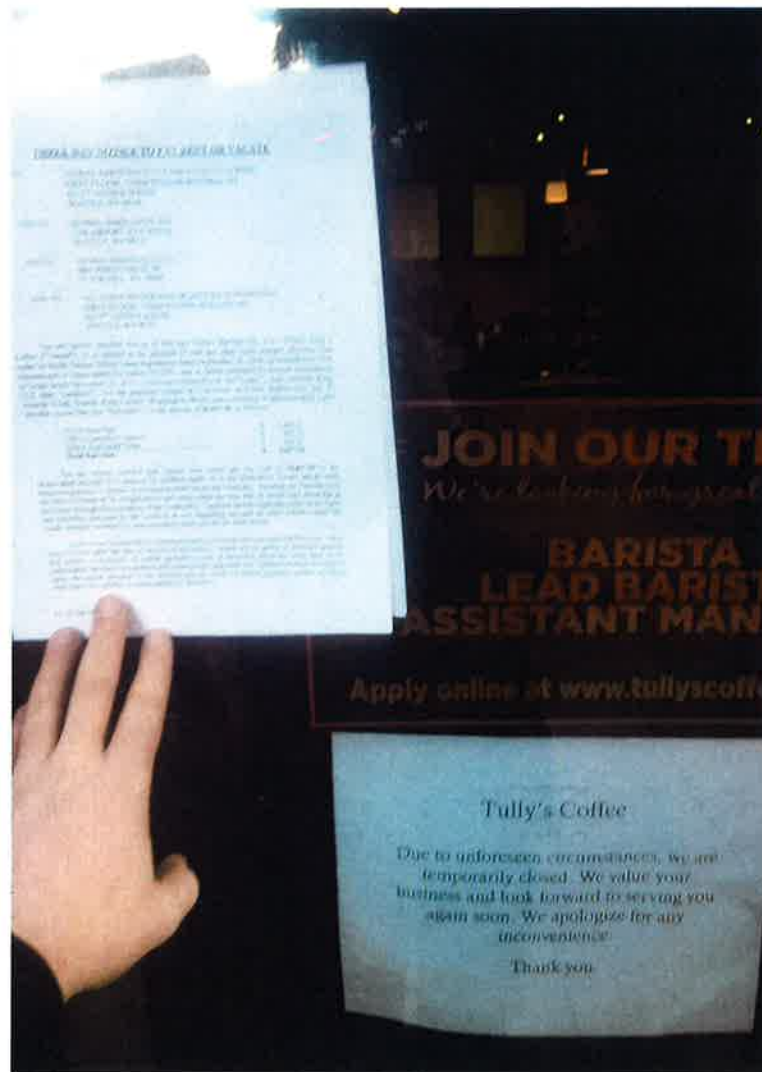
MAR 14 2018




JOSEPH ERIC WUOLLET

NOTARY PUBLIC in and for the State
of Washington residing at: Seattle.
My commission expires: 02-25-20.

EXHIBIT B



SUPERIOR COURT OF WASHINGTON
FOR KING COUNTY

GATEWAY KING, LLC, a Delaware
limited liability company,

Plaintiff,

v.

GLOBAL BARISTAS US, LLC d/b/a
TULLY'S COFFEE, a Washington limited
liability company,

Defendant.

No.

DECLARATION OF MAILING

The undersigned hereby declares: I, Rischel Voigt, am a legal resident of the State of Washington, over the age of 18, and not party to, nor interested in the within entitled action. My business address is Pier 70, 2801 Alaskan Way, Suite 300, Seattle, WA 98101.

That on March 9, 2018, I completed service by depositing a true copy of the Three-Day Notice to Pay Rent or Vacate Premises in the United States mail, via Certified Return Receipt Requested, and in a separate envelope by first-class mail with proper postage attached.

That I addressed the envelopes as follows:

GLOBAL BARISTAS US, LLC d/b/a TULLY'S COFFEE
FIRST FLOOR, UNION STATION BUILDING 625
625 5TH AVENUE SOUTH
SEATTLE, WA 98104

DECLARATION OF MAILING - 1

EXHIBIT C

MILLER NASH GRAHAM & DUNN LLP
ATTORNEYS AT LAW
T: 206.624.8300 | F: 206.340.9599
PIER 70
2801 ALASKAN WAY, SUITE 300
SEATTLE, WASHINGTON 98121

1 GLOBAL BARISTAS US, LLC
2 3100 AIRPORT WAY SOUTH
3 SEATTLE, WA 98134

3 GLOBAL BARISTAS US, LLC
4 8805 POINTS DRIVE NE
5 CLYDE HILL, WA 98004

5 ALL UNKNOWN PERSONS OR ENTITIES IN POSSESSION
6 FIRST FLOOR, UNION STATION BUILDING 625
7 625 5TH AVENUE SOUTH
8 SEATTLE, WA 98104

8 I hereby declare that the above statement is true to the best of my knowledge and belief,
9 and that I understand it is made for use as evidence in court and is subject to penalty for perjury.

10 Executed this 14th day of March, 2018, in Seattle, Washington.

11
12 
13 Rischel Voigt