

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KINGTOVAH CORPORATION, a Washington
corporation

Plaintiff,

v.

GLOBAL BARISTAS US LLC, a
Washington limited liability company

Defendants.

NO.

COMPLAINT FOR UNLAWFUL
DETAINER**I. JURISDICTION**

This is a claim for unlawful detainer of property located in KING County, Washington. Jurisdiction is proper pursuant to RCW 59.12.050.

II. PARTIES AND VENUE

2.1 Plaintiff. Plaintiff TOVAH CORPORATION (“Landlord”) is the owner of the real property commonly known as Tovah Retain Center aka Pickering Center (1171 NW Sammamish Road, Suite 109, Issaquah, WA 98027) (the “Premises”).

2.2 Defendant. GLOBAL BARISTAS US LLC (“Tenant”) is a Washington limited liability company. Tenant is currently occupying the Premises and conducts

COMPLAINT FOR UNLAWFUL
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1 business there as "Tully's Coffee".

2 **III. FACTUAL ALLEGATIONS**

3 3.1 Defendant is occupying the Premises as a Tenant pursuant to Lease
4 Agreement dated October 11, 1996 which was last extended by a Third Addendum to
5 Lease dated Jul 1, 2017. (the "Lease").

6 3.2 Defendant agreed to pay monthly Minimum Rent in the amount of Five
7 Thousand Two Hundred and 00/100 Dollars (\$5,200.00) due on the first day of the July
8 1, 2017 and for the following twelve (12) months thereafter, and annual increases in the
9 monthly rent for the remainder of the term.

10 3.3 In addition to Minimum Rent, the Defendant was obligated to pay a
11 portion of real property taxes and operating expenses for the building each month (the
12 "Additional Rent").
13

14 3.4 Defendant failed to pay Minimum Rent due and owing for February and
15 March 2018 in the amount of \$10,400.00.
16

17 3.5 Defendant failed to pay Additional Rent due and owing for February and
18 March the amount of \$263.84.

19 3.6 On March 6, 2018 the Defendant was served with a Five-Day Notice to
20 Pay or Vacate (the "Five-Day Notice"). The Five-Day Notice was personally served on
21 a person having charge of the business of such corporation, at the premises unlawfully
22 held. The Five-Day Notice required the Defendant to pay the delinquent rent or vacate
23 the Premises no later than March 11, 2018. A true and correct copy of the Five-Day
24

1 Notice is attached hereto as **Exhibit A**.

2 3.7 The Defendant failed to pay the rent or vacate the Premises by
3 March 11, 2018.

4 3.8 The fair market rental value of the Premises is \$5,200.00 per month or
5 \$174.00 per day.
6

7 **IV. CAUSE OF ACTION**

8 4.1 Plaintiff reasserts and re-alleges the allegations in ¶¶ I -3.8.

9 4.2 Unlawful Detainer. The Defendant is guilty of unlawful detainer under
10 RCW 59.12.030 (3) because the Tenant continues to be in possession of the Premises
11 after a default in the payment of rent, and after notice in writing requiring in the
12 alternative the payment of the rent or the surrender of the detained premises.
13

14 **V. PRAYER FOR RELIEF**

15 WHEREFORE, the Plaintiff prays for judgment against the Defendant as
16 follows:

- 17 1. Adjudging the Defendant to be unlawfully detaining the Premises; and
18 2. For an order of the court terminating the tenancy and restoring the
19 Premises to the Plaintiff and issuing a Writ of Restitution therefore; and
20 3. For judgment against the Defendant for past due Minimum Rent in the
21 amount of \$10,400.00 and Additional Rent in the amount of \$263.84; and
22 4. For damages for unlawful detention of the Premises at the rate of \$174.00
23 per day and for each day or portion thereof for which the Premises are unlawfully
24
25

1 detained on or after April 1, 2018; and

2 5. For double damages for all rent due and owing after March 6, 2018; and

3 6. For the Plaintiff's reasonable attorneys' fees incurred in the sum of
4 \$1,400.00 if this action is not contested, and such further sums as the court may deem
5 reasonable in the event of a contest; and

6 7. For costs and disbursements incurred in this action; and

7 8. For interest accruing on all unpaid sums, in the amount of 12% per annum,
8 or the maximum allowable interest rate, whichever is greater, to the date of judgment
9 herein and thereafter from the date of judgment until paid; and

10 9. For any such other and further relief as the Court may deem just and
11 proper.
12

13
14 DATED: This 14th day of March 2018.

15 **AHLERS CRESSMAN & SLEIGHT PLLC**

16
17 By: /s/ Lawrence S. Glosser
18 Lawrence S. Glosser WSBA # 25098
19 Ryan Sternoff WSBA #37021
20 Ahlers Cressman & Sleight PLLC
21 999 3rd Avenue, Ste. 3800
22 Seattle, WA 98104
23 Phone: (206) 287-9900
24 Fax: (206) 287-9902
25 Attorneys for Tovah Corporation

EXHIBIT A

FIVE (5) DAY NOTICE TO PAY RENT OR VACATE PREMISES
ISSUED PURSUANT TO RCW CHAPTER 59.12

TO: Global Baristas US, LLC
8805 Points Drive NE
Clyde Hill, WA 98004

LEASED PREMISES: Tovah Retail Center aka
Pickering Corner
1171 NW Sammamish Road
Suite 109
Issaquah, WA 98027

AND TO: ALL OTHER PERSONS HOLDING
UNDER SAID TENANTS, whom
occupy the foregoing premises

YOU AND EACH OF YOU ARE HEREBY NOTIFIED that Rent and Additional Rent (and other charges, if any) for the above premises are due and owing, as follows:

February and March 2018	Rent	\$10,400.00
	Additional Rent	\$ 263.84 (Lease \$6 Charges)

Total Amount Due: \$10,663.84

The above being rent owing for the months of February and March 2018. This amount does not include other amounts owed under the Lease which the Landlord reserves the right to separately pursue.

You are required to pay the undersigned the full amount owing within five (5) days of receipt of this notice, or in the alternative, to vacate and surrender the premises. This notice is issued pursuant to RCW Ch. 59.12 which provides that a tenant is in unlawful detainer of real property if the tenant fails to comply with the demands of this notice. If you do not pay the full amount owing within five (5) days of the receipt of this notice, your tenancy will be forfeited. Further if you fail to pay the full amount owing or vacate the premises within five (5) days of receipt of this notice, judicial proceeding will be commenced for your eviction.

Payment to be made to the undersigned Landlord at the address listed below. No partial payments will be accepted.

Dated: March 6, 2018.

Landlord: Tovah Corporation

By 

Jeff Benoliel

Agent for Tovah Corporation
Azose Commercial Properties, Inc.
8451 SE 68th Street, Suite 200
Mercer Island, WA 98040

**THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED MAY
BE USED FOR THOSE PURPOSES**