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KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

LEGACY PARTNERS II KIRKLAND CROWN
POINTE, LLC, a Delaware limited liability
company,

Plaintiff,

vs.

WINDERMERE RELOCATION, INC., a
Washington corporation,

Defendant.

09-2-12257-1 SEA

No.

COMPLAINT FOR BREACH OF LEASE

ORIGINAL

By way of this Complaint, plaintiff LEGACY PARTNERS II KIRKLAND CROWN
POINTE, LLC ("Plaintiff"), alleges the following against defendant WINDERMERE
RELOCATION, INC. ("Defendant").

1. Plaintiff is the landlord and owner of certain real property located at 4040
Lake Washington Boulevard N.E., Suite 201, Kirkland, WA 98033 ("Premises"). Plaintiff
has paid all fees and has performed all prerequisites necessary for the maintenance of
this action.

2. Defendant Windermere Relocation, Inc., is a Washington corporation,
doing business in this state and county.

COMPLAINT FOR BREACH OF LEASE- 1

JAMESON BABBITT STITES & LOMBARD, P.L.L.C.
ATTORNEYS AT LAW
999 THIRD AVENUE
SUITE 1900 TEL 206 292 1994
SEATTLE, WA 98104-4001 FAX 206 292 1995

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ORIGINAL

1 3. Jurisdiction and venue are properly placed in King County Superior Court
2 because the transactions at issue took place in King County, and the defendant resides
3 and does business in King County, Washington.

4 4. Plaintiff and Defendant entered into a lease for the Premises on May 19,
5 2003 ("Lease").

6 5. Defendant leased the Premises from the Plaintiff for the purpose of
7 operating a commercial business.

8 6. Defendant has abandoned and vacated the Premises. Although Defendant's
9 rent is current, it has anticipatorily breached the Lease by informing Plaintiff that it will be
10 abandoning and will not be continuing to perform its obligations under the Lease.

11 7. As a result of Defendant's default, Plaintiff will suffer monetary damages.
12 Plaintiff is entitled to accelerated rent and CAM charges through the term of the Lease.
13 The amount of all damages is \$168,597.30, as detailed in Exhibit A.

14 8. Plaintiff is incurring other damages as a result of Defendant's default.

15 9. Defendant is liable to Plaintiff for Plaintiff's damages and accelerated rent.
16 Defendant is further responsible for interest on the amount due and owing at a rate of
17 12% per annum and for Plaintiff's attorney fees and costs incurred as a result of
18 Defendant's default.

19
20 WHEREFORE, Plaintiff prays for the following relief against the Defendant:

21 1. Entry of judgment in favor of Plaintiff and against the Defendants in an
22 amount to be proven at trial, but no less than \$168,597.30;

23 2. An award of pre- and post-judgment interest in favor of Plaintiff at the rate
24 of 12% per annum;

25 3. An award to Plaintiff of its attorneys' fees and costs incurred enforcing the
26 Lease; and

COMPLAINT FOR BREACH OF LEASE- 2

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1 4. Such additional relief in favor of Plaintiff as necessitated by justice.

2
3 DATED this 30th day of December, 2008.

4
5 JAMESON BABBITT STITES
6 & LOMBARD, P.L.L.C.

7 By 
8 Scott R. Weaver, WSBA #29267
9 Attorneys for Plaintiff

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COMPLAINT FOR BREACH OF LEASE- 3

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TOTAL COLLECTED TO DATE:

| Month | Base Rent | CAM | Other | Total | Balance |
|------------------------------|-----------|------|-------|-------|---------|
| PREVIOUSLY COLLECTED: | | | | | |
| | \$ - | \$ - | \$ - | \$ - | - |
| | \$ - | \$ - | \$ - | \$ - | - |

DUE AND OWING AS OF DECEMBER 19, 2008:

| | | | | | |
|---|------|------|------|------|---|
| Base Rent | \$ - | | | | |
| CAM | | \$ - | | | |
| Late Fees | | | \$ - | | |
| Legal Fees | | | \$ - | \$ - | |
| Leasing Commissions | | | \$ - | \$ - | |
| Architectural Fees | | | \$ - | \$ - | |
| Improvements | | | \$ - | \$ - | |
| TOTAL DUE AND OWING AS OF DEC. 19, 2008: | \$ - | \$ - | \$ - | \$ - | - |

FUTURE RENTS:

| | | |
|--------|---------------------|---------------------|
| Jan-09 | \$ 6,711.50 | \$ 788.00 |
| Feb-09 | \$ 6,711.50 | \$ 788.00 |
| Mar-09 | \$ 6,711.50 | \$ 788.00 |
| Apr-09 | \$ 6,711.50 | \$ 788.00 |
| May-09 | \$ 6,711.50 | \$ 788.00 |
| Jun-09 | \$ 6,711.50 | \$ 788.00 |
| Jul-09 | \$ 6,711.50 | \$ 788.00 |
| Aug-09 | \$ 6,711.50 | \$ 788.00 |
| Sep-09 | \$ 6,711.50 | \$ 788.00 |
| Oct-09 | \$ 6,711.50 | \$ 788.00 |
| Nov-09 | \$ 6,711.50 | \$ 788.00 |
| Dec-09 | \$ 6,711.50 | \$ 788.00 |
| Jan-10 | \$ 7,072.33 | \$ 788.00 |
| Feb-10 | \$ 7,072.33 | \$ 788.00 |
| Mar-10 | \$ 7,072.33 | \$ 788.00 |
| Apr-10 | \$ 7,072.33 | \$ 788.00 |
| May-10 | \$ 7,072.33 | \$ 788.00 |
| Jun-10 | \$ 7,072.33 | \$ 788.00 |
| Jul-10 | \$ 7,072.33 | \$ 788.00 |
| Aug-10 | \$ 7,072.33 | \$ 788.00 |
| Sep-10 | \$ 7,072.33 | \$ 788.00 |
| Oct-10 | \$ 7,072.33 | \$ 788.00 |
| | <u>\$151,261.30</u> | <u>\$ 17,336.00</u> |

TOTAL FUTURE RENTS: \$168,597.30

Base Year - Operating Expenses: 2003
2009 & 2010 estimated operating expenses per 2009 budget.

EXHIBIT A