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

Joseph A. DIGEROLAMO and Glennis)	
JOHNNY,)	
)	No.
Plaintiffs,)	
)	COMPLAINT FOR DAMAGES
vs.)	
)	
Sophia DYMENT,)	
)	
Defendant.)	

I.
JURISDICTION AND
VENUE

- 1.1 Plaintiffs, Joseph A. DiGerolamo and Glennis Johnny, are natural persons and are residents of SeaTac, King County, State of Washington.
- 1.2 Defendant, Sophia Dymont, is a natural person and resident of King County, State of Washington.
- 1.3 All acts and omissions of the Defendant as herein complained of occurred in King County, State of Washington. This action arises out of an agreement for the commercial property in King County, WA.
- 1.4 The above captioned court has jurisdiction over the subject matter and parties in this

1 action and is a proper venue for this action.

3 II.

FACTUAL ALLEGATIONS

5 2.1 Defendant owns a commercial property located at 9801 16th Ave SW, in White Center,
7 Washington and leased the property to Will Collier and Paul Nelson on a commercial
lease for operation of a bar and restaurant called "The Wall Bar and Grill."

9 2.2 On the middle of January 2010, Plaintiffs discussed their intent to purchase the business
with Mr. Collier, Mr. Nelson, the party's real estate agent, Mary Wynn, and the
11 Defendant.

13 2.3 The Plaintiffs visited the premises accompanied by Mary Wynn to inspect the condition
of the premises and met with the Defendant before committing themselves to lease the
premises.

15 2.4 The Defendant stated her conditions for leasing the premises to the Plaintiff which
included paying past due utility bills, acquiring business license and insurance, and
17 paying the rent to her, as it came due.

19 2.5 Defendant agreed to lease the premises to the Plaintiffs, if they paid the rent for February
2010, promising that as soon as she terminated the lease of the prior tenants (Collier and
Nelson), she would enter into a written lease with them.

21 2.6 Based upon the Defendant's promise, the Plaintiffs took over possession and control of
the property at the end of January 2010 and renamed it as "The Hang-Around Bar and
Grill" in February 2010.

23 2.7 The Plaintiffs met with the Defendant on February 2, 2010, Mr. DiGerolamo paid \$3,000
to the Defendant as rent for the month of February.

25 2.8 Defendant again stated that she needed to terminate her lease with Mr. Nelson and Mr.
Collier before giving the Plaintiffs a written lease.

27 2.9 On February 3, a "3-Day notice to Pay or Vacate" was posted on the property.

2.10 When the Plaintiffs inquired about the 3-day notice, Mary Wynn said that the Defendant

1 told her that the notice was for the purpose of terminating the lease with Mr. Collier and
3 Mr. Nelson and would not affect the Plaintiff's position. The Plaintiffs had heard this
before from the Defendant so they trusted that the eviction proceedings would not affect
5 them.

6 2.11 On February 26, 2010, Defendant started an unlawful detainer action purportedly to evict
7 the previous tenants and the Plaintiffs for non-payment of rent, even though she had
accepted the rent for February from Plaintiff.

8 2.12 When the Plaintiffs asked Mary Wynn about the unlawful detainer action, they were told
9 that it was directed at only Nelson and Collier, and did not concern them.

10 2.13 Plaintiffs timely tendered payment of rent for March 2010, but it was refused by the
11 Defendant.

12 2.14 Defendant took judgment against the Plaintiffs and a writ of restitution on March 19,
13 2010, but said writ and judgment were later vacated and dismissed as to the Plaintiffs.

14 2.15 Plaintiffs paid the rent for March and April through a cashier's check on April 2, 2010.

15 2.16 Despite Defendant's earlier promise, no written lease was ever provided to the Plaintiffs.

16 2.17 Plaintiffs made extensive repairs and improvements to the property, in reliance on the
17 Defendant's promise that she would lease to them.

18 2.18 Despite the Plaintiffs' payment of rent and utilities and making improvements to the
19 property, the Defendant issued a notice to terminate the tenancy as of the last day of April
2010.

21 2.19 Pursuant to the termination of the tenancy, the Plaintiffs shut down their business and
22 made preparations to vacate the premises by April 30, 2010. On or about April 27, 2010,
23 an agent of the Defendant broke into the premises, changed the locks, took and/or
24 destroyed personal property of Plaintiffs, and took possession of the premises on behalf of
25 the Defendant.

27 III.

FIRST CAUSE OF ACTION- PROMISSORY ESTOPPEL

- 1 3.1 Plaintiffs incorporate by reference all of the foregoing paragraphs as if set forth herein.
- 3 3.2 Plaintiffs operated the business under the promise by the Defendant that she would lease
3 the premises to them.
- 5 3.3 Defendant expected the Plaintiffs to follow her directions to repair, improve, and decorate
5 when she promised to lease to them. Defendant intended to induce Plaintiffs to pay rent,
pay utility bills, and improve and repair the premises.
- 7 3.4 Plaintiffs reasonably relied on Defendant's promise given the express and clear
9 statements by the Defendant and her agent, Mary Wynn, regarding her instructions and
the lease.
- 11 3.5 Plaintiff relied on Defendant's promise by following her instructions to pay the utility
11 bills for the for the entire complex which includes three other enjoining businesses, and to
obtain and provide copies of commercial insurance.
- 13 3.6 Moreover, Plaintiffs relied on Defendant's promise of a lease in paying the rent for
February, March, and April.
- 15 3.7 Finally, Plaintiffs relied on Defendant's promise of a lease by making considerable
17 renovations and additions to the premises including but not limited to: fixed roof,
repaired the walls, renovated restrooms, new dance floor, updated alarm system, new
safe, new door locks, new outdoor signs, and new paint.
- 19 3.8 Despite her promises, Defendant terminated their tenancy anyway.
- 21 3.9 The Plaintiffs were forced to vacate the premises and shut down the "Hang-Around Bar
and Grill" and lost all the investment they directed to the business.
- 23 3.10 Plaintiffs suffered loss and damages proximately caused by Defendant's actions.
- 3.11 Plaintiffs are entitled to judgment for damages they suffered.

25 IV.

SECOND CAUSE OF ACTION- CONVERSION

- 27 4.1 Plaintiffs incorporate by reference all of the foregoing paragraphs as if set forth herein.
- 4.2 Three days before the date specified in the Defendant's notice terminating the tenancy,

1 Defendant and her agent entered the premises, damaged Plaintiffs' property including but
not limited to the locks and the alarm system, and took Plaintiffs' property including but
3 not limited to the speaker system.

4.3 The Defendant's actions were wrongful; and the taking and destruction of personal
5 property owned by the Plaintiffs constitutes conversion.

4.4 Plaintiffs are entitled to judgment for the full amount of the value of the property taken or
7 destroyed by Defendant and/or the person acting on behalf of the Defendant, all value
9 gained by the Defendant from said conversion, and other damages arising from said
conversion.

11 V.

13 THIRD CAUSE OF ACTION- BREACH OF IMPLIED CONTRACT-
QUANTUM MERUIT RECOVERY

5.1 Plaintiffs incorporate by reference all of the foregoing paragraphs as if set forth herein.

15 5.2 Plaintiffs made substantial improvements to the Defendant's property under an
expectation that a long term lease would be provided to them including, but not limited
17 to, coating new paint in the walls, fixing the holes in the walls, fixing the roof, and fixing
the floors.

19 5.3 Such improvements conferred benefit to the Defendant by increasing the value of her
property.

21 5.4 Under the circumstances, the Defendant either knew or should have known Plaintiffs'
improvements to the property and received the benefits to the value of the property.

23 5.5 Defendant changed her position which was not within contemplation of the Plaintiffs by
refusing to provide them with a long-term lease and terminating their month to month
25 tenancy at the end of April 2010.

27 5.6 Plaintiffs are entitled to recover the value of the improvements to the property under
quantum meruit including loss profits caused by Defendant's breach.

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V. PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF PRAYS the court grant judgment against the Defendant, for the following relief:

1. Damages in an amount to be determined; and
2. Prejudgment interest on all items of liquidated damages;
3. Costs and attorney fees to the extent allowed by law; and
4. Such other and further relief as the court deems just and equitable.

Dated this 2nd day of ^{November,} ~~October,~~ 2010.



Gerald F. Robison, WSBA #23118
Attorney for Plaintiffs

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11 SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF KING
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15 Joseph A. DIGEROLAMO and Glennis)
17 JOHNNY,)

19 Plaintiffs,)

21 vs.)

23 Sophia DYMENT,)

25 Defendant.)
27

No.

SUMMONS

29 **TO THE DEFENDANT:** A lawsuit has been started against you in the above entitled
court by Joseph Digerolamo and Glennis Johnny, plaintiffs. Plaintiffs' claim is stated in the
written complaint, a copy of which is served upon you with this summons.

31 In order to defend against this lawsuit, you must respond to the complaint by stating your
defense in writing, and by serving a copy upon the person signing this summons within 20 days
33 after the service of this summons, excluding the day of service, or a default judgment may be
entered against you without notice. A default judgment is one where plaintiff is entitled to what
35 he asks for because you have not responded. If you serve a notice of appearance on the
undersigned person, you are entitled to notice before a default judgment may be entered.

37 You may demand that the plaintiff file this lawsuit with the court. If you do so, the
demand must be in writing and must be served upon the person signing this summons. Within
39 14 days after you serve the demand, the plaintiff must file this lawsuit with the court, or the

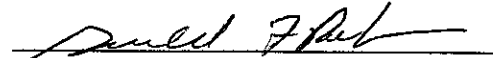
SUMMONS

1 service on you of this summons and complaint will be void.

3 If you wish to seek the advice of an attorney in this matter, you should do so promptly so
5 that your written response, if any, may be served on time.

7 This summons is issued pursuant to rule 4 of the Superior Court Civil Rules of the State
9 of Washington.

11 Dated this 3rd day of November, 2010.

13 
Gerald F. Robison, WSBA #23118
Attorney for Plaintiffs