

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KINGWINDERMERE REAL ESTATE/EAST,
INC.,

Plaintiff,

v.

GREGORY M. GRANSBERRY, also known
as GREG GRANSBERRY, and KATHY E.
GOLDSTEIN, husband and wife,

Defendants.

NO.

COMPLAINT FOR
MONEY DUE

Plaintiff Windermere Real Estate / East, Inc., through counsel, alleges as follows:

I. Parties, Jurisdiction, and Venue

1.1 Plaintiff is a Washington real estate brokerage company which does business in King County, Washington.

1.2 Defendants reside in King County, Washington.

1.3 At all times material to this action, defendant Gregory M. Gransberry, also known as Greg Gransberry ("Gransberry") was a real estate licensee whose license was with plaintiff.

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2 1.4 Upon information and belief, defendants Gransberry and Kathy E. Goldstein
3 are, and at all times material to this action were, husband and wife. This allegation is based
4 upon statements made by defendant Gransberry and supported by his representation that he
5 resides at 1031 Evergreen Drive, Bellevue, Washington 98004, which public records identify
6 as being owned by defendant Kathy E. Goldstein.
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8 1.5 This court has personal and subject matter jurisdiction, and venue is
9 appropriate.

10 II. Contract and breach thereof

11 2.1 On September 18, 2001, plaintiff and defendant Gransberry signed a
12 Broker/Sales Associate Agreement (the "Agreement") under which plaintiff provided
13 Gransberry certain services and materials and the right to use the Windermere name as a real
14 estate agent, in return for which Gransberry promised to pay plaintiff certain agreed fees and
15 charges.
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17 2.2 As of May 2, 2011, Gransberry owed and was in arrears to plaintiff for charges
18 and fees in the total amount of \$63,546.75, not including interest, costs, and attorney's fees.

19 2.3 Plaintiff's counsel mailed Gransberry a demand letter dated May 3, 2011.
20 Gransberry has not responded to the demand letter, and the charges and fees, plus additional
21 charges and fees, are now due and owing.
22

23 2.4 The amounts owing were liquidated and certain and therefore bear interest at the
24 rate of 12% per annum.

25 2.5 Upon information and belief, Gransberry entered into the Agreement for the
26 benefit of himself and his marital community, and with the knowledge and consent of his wife

1
2 Kathy E. Goldstein, who has realized benefits from the Agreement. Accordingly, the amounts
3 owing are owed by Gransberry and the marital community composed of Gransberry and Kathy
4 E. Goldstein.

5 WHEREFORE, plaintiff asks the court for the following relief:

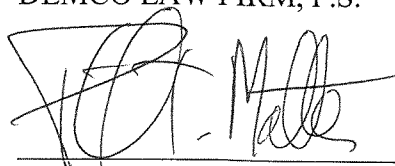
6 1. Judgment in a principal amount to be determined but for purposes of pleading is
7 estimated at \$66,000.00.
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9 2. Judgment for pre-judgment interest at the rate of 12% per annum from the date
10 each charge became past due.

11 3. Judgment for taxable costs and statutory attorney's fees.

12 DATED this 24th day of May, 2011.
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14 DEMCO LAW FIRM, P.S.

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17 By Philip T. Mattern, WSBA #16986
18 Attorneys for Plaintiff
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