

in the SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR KING COUNTY

RODNEY ALAN STEGEMANN  
trading as  
NUDGE.ONLINE

Plaintiff

No. 17-2-18993-6 SEA  
(Amended - Page 1/7)

SEATON and CANDACE GRAS  
trading as  
SURF INCUBATOR

Defendants

COMPLAINT AGAINST THE DEFEN-  
DANTS FOR BREACH OF CONTRACT  
AND NEGLIGENCE, PLAINTIFF'S RE-  
QUEST FOR RELIEF

I. JURISDICTION AND VENUE

1. The plaintiff, Rodney A. Stegemann, trading as NUDGE.ONLINE, is a resident of King County in the City of Seattle, Washington.

2. The defendants, Seaton and Candace Gras, trading as SURF INCUBATOR, are residents of King County in the City of Seattle, Washington.

3. The venue of this action is proper in the entitled court.

II. BACKGROUND AND FACTS

4. On Friday, July 14, 2017, MinSoo Lee, a fellow member of the SURF INCUBATOR start-up community -- a collective workspace located on the 7th floor of the Wells Fargo Center in the heart of Seattle's financial district -- and the Plaintiff brushed shoulders in the hallway. As this

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1 was the Plaintiff's third physical encounter with MinSoo since the Plaintiff's arrival at SURF  
2 INCUBATOR on May 1, 2017 the Plaintiff reported the matter to Vince Calvin, Floor/Office  
3 Manager, SURF INCUBATOR, as the Plaintiff had voluntarily promised to do after his second  
4 encounter with MinSoo on June 23, 2017.

5  
6 5) Several minutes after reporting the matter the Plaintiff was confronted by the Co-Defendant,  
7 Seaton Gras, who returned the Plaintiff's check for the following month's rent and told the  
8 Plaintiff that he would be unable to renew their agreement. In the belief that the Co-Defendant  
9 was overreacting and that the matter would eventually work itself out the Plaintiff returned to  
10 his work. Some twenty minutes later the Plaintiff was confronted by building management, told  
11 to abandon all but his most immediate belongings, and leave the building. When the Plaintiff  
12 inquired as to the reason for his pending removal and was informed that he was trespassing,  
13 the Plaintiff explained that he was under contract with the Co-Defendants and not trespassing.  
14 Whereupon, the Plaintiff was threatened with police action and legal proceedings were it found  
15 necessary for Building Management to call the police. Uncertain of his own legal footing with  
16 building management the plaintiff complied with the demand.

17  
18 6) Over the weekend the Plaintiff appealed to the Co-Defendants' common sense regarding their  
19 action in his regard, but the Plaintiff was rebuked..

20  
21 7) Although given the opportunity to retrieve his belongings, the Plaintiff was not permitted ac-  
22 cess to his workspace for the purpose of work. As there was no place to which the Plaintiff could  
23 take his belongings that would not deny his continued use of them, the Plaintiff appeared before  
24 the King County Superior Court Commissioner and requested a restraining order. The Plaintiff  
25 was denied as the Court did not view the matter with the same urgency as the did the Plaintiff.  
26 As a result, the Plaintiff filed a petition requesting an injunction with notification and served a  
27 summons to the Co-Defendants to appear in court.

28  
29 8) Upon servicing the summons the Plaintiff encouraged the Co-Defendants to reconsider but  
30 was rebuked for a second time.

31  
32 9) On Friday, July21, 2017, the Plaintiff returned to SURF Incubator to retrieve his belong-  
33 ings and was humiliated for three hours in front of his former office and section mates while he  
34 packed his things. The Plaintiff was not even permitted access to the floor's only toilet unless  
35 accompanied by the security guard assigned to his person.

36  
37 10) Upon moving into his new collective workspace at the Impact Hub the Plaintiff was unable  
38 to obtain a secure and reliable connection to the internet, After two weeks of haggling with the  
39 Hub's management, the management and Plaintiff agreed that the problem could not be fixed  
40 without substantial expense on the part of the Plaintiff. On August 4th the Plaintiff moved to

1 Galvanize -- his fourth collective workplace in less than a year.

2  
3 11) On August 2nd, two days before his move to Galvanize, the Plaintiff received an email from  
4 the Co-Defendant, Seaton Gras, inviting him to drop his lawsuit, whereupon the Plaintiff agreed  
5 so long as the Co-Defendants would allow him to return to his previous workspace at SURF  
6 Incubator. The Plaintiff was declined for the third time.

7  
8 III. CLAIMS AND CAUSE OF ACTION

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10 A. BREACH OF CONTRACT

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12 12) The Co-Defendants failed to live up to their half of the contract by not providing 30 days  
13 notice.

14  
15 13) Had the Co-Defendants sufficient grounds for premature termination of the contract, they  
16 should have presented these to the court before taking the law into their own hands. (It should be  
17 pointed out that the Co-Defendants received no damage, neither to property, nor person, and that  
18 neither party to the micro-aggressive behavior of the one sought police intervention against the  
19 other.

20  
21 14) The Co-Defendants were given three opportunities to undo their wrongful behavior by al-  
22 lowing the aggrieved party without compensation to return to his previous work space. Unfortu-  
23 nately they refused on all occasions to comply.

24  
25 B. NEGLIGENCE (TORT)

26  
27 15) Rather than engaging the Plaintiff directly in search of understanding as would any good  
28 membership host, the Defendants assumed a posture of unlawful and threatening behavior via  
29 email.

30  
31 16) The IT-Start-Up community in Seattle is a highly interconnected community in which infor-  
32 mation about its members is easily shared. Through their impatience and lack of involvement  
33 the Co-Defendants damaged the Plaintiff's reputation.

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35 17) Business entrepreneurs who live in glass houses should not write contracts that do not take  
36 into account their own impatience and propensity to throw stones.

37  
38 IV. DAMAGES

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40 18) As a direct result of the Co-Defendants' action the Plaintiff was denied access to his own

1 labor from July 14 until July 21 -- as the Plaintiff also works on Saturday and Sunday, approxi-  
2 mately seven full days of work.

3  
4 19) Without adequate time to find a new workspace the plaintiff was compelled to take whatever  
5 was available at short notice. This led to unintended consequences that further denied him the  
6 ability to employ his own skills and talent efficiently. This period of inefficiency lasted from  
7 July 22 until August 4 -- approximately 13 days of only partial employment of his own labor  
8 services.

9  
10 20) The resulting downtime clearly checked the growth of the Plaintiff 's popularity on the inter-  
11 net. This is evidenced by the sudden check in the accumulation of hits on his company's web-  
12 site.

13  
14 21) After several days at Galvanize, the Plaintiff's current co-work space, the plaintiff was ap-  
15 proached by the membership manager regarding what had transpired at SURF Incubator. Word  
16 had gotten around.

17  
18 22) A coincidental meeting on Jackson Street close to the Plaintiff's current, new location at Gal-  
19 vanize suggests that the ensuing court action has led to negative feelings in the Seattle IT com-  
20 munity in regard to the plaintiff.

## 21 22 V. REQUEST FOR RELIEF

23  
24 The plaintiff requests that the court enter judgement against the defendants Seaton Gras and Can-  
25 dace Gras, trading as SURF INCUBATOR as follows:

- 26  
27 1) Failure to honor their contractual obligations vis-à-vis the plaintiff.  
28 2) Failure to provide adequate contractual provisions to avoid the unfortunate outcome of the Co-  
29 Defendants' own action.  
30 3) Unreasonable insistence that the Plaintiff not be allowed to return to his contracted work space  
31 even after the the cause of the perceived threat had been eliminated.  
32 4) Award to the Plaintiff any and all reasonable relief, both nominal and substantive, related to  
33 his lost work opportunity, ensuing work and social inconvenience, company's injured popularity,  
34 and damage to the Plaintiff's reputation within the Seattle IT community.  
35 5) That these awards be based on the plaintiff's previous real market worth and reputation as a  
36 former university instructor and current perceived market worth as a website developer.

## 37 38 VI. LEGAL CITATION (PRELIMINARY)

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40 Microsoft Corporation vs Immersion Corporation. Case No. C07-936RSM. United States Dis-

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1 | trict Court for the Western District of Washington. 2008 U.S. Dist. LEXIS 59274. Filed and  
2 | Decided August 1, 2008. (Matters related to the nature of consequential damages, breach of  
3 | contract, and failed demand for summary judgment.)  
4 |

5 | VII. LIST OF EVIDENCE WITH ANNOTATION  
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7   EXHIBIT	8   DATE	9   PAGES	10   NATURE AND RELEVANCE
11   #1	12   05/01/17	13   2	14   The Agreement between the Plaintiff and Defendant (Sub 1, Docket Date: 07-18-2017, Docket Code: PETITION)
15   #2	16   06/23/17	17   1	18   Email exchange between the Plaintiff and Co-Defendant, Seaton Gras. Evidence of 2nd microaggression, Defendant's expression of concern and warning of unlawful intent. Plaintiff's response.
19   #3	20   07/06/17	21   1	22   Email to Jordan Brooks congratulating him on his company's relocation and expressing regret for his company's absence. Evidence of community ambience before the Defendant's action.
23   #4	24   07/15/17	25   1	26   Copy of check for month of August membership. Although dated 07/15, it was presented on Friday, 07/14 and returned on the same day.
27   #5	28   07/15/17	29   1	30   Appeal to the Co-Defendant, Seaton Gras to reconsider his action in the Plaintiff's regard. An expression of concern with regard to already incurred damages and potential future consequential damages. An effort to bring to the Defendants attention that they were likely overreacting in the Plaintiff's regard. A sincere effort on the part of the Plaintiff to avoid further damages on the part of the Defendant. No demand for compensation of damages already incurred; simply a request by the Plaintiff for permission to return to his workplace. Message sent to several other community members in an effort to place pressure on the Defendants to reconsider.
31   #6	32   07/15/17	33   1	34   Reply to the Defendant's response to the Plaintiff's request for further consideration.
35   #7	36   07/15/17	37   1	38   Correspondence between the Plaintiff and Vince Cavin regarding the safeguarding and, now anticipated, removal of belonging. Evidence of a good, professional, working relationship between the Plaintiff and SURF INCUBATOR management.
39   #8	40   07/17/17		Defendant's precocious termination notice including the Defendant's attempt to justify his unlawful action. Evidence for the authorship of the building management's eviction of the Plain

EXHIBIT	DATE	PAGES	NATURE AND RELEVANCE
			tiff. Notation of money returned for denial of service. Although dated 07/17, it was not received by the Plaintiff until after he presented his summons on Tuesday, 07/18.
#9	07/18	1	Summons served to the Co-Defendants,
#10	07/18	2	Inventory left with SURF INCUBATOR on July 18, 2018 after packing. Confirmation of pick-up on Friday, July 21.
#11	07/20	1	Email confirming pick-up belongings and approximate time. Further evidence for the professional and cooperative spirit of the Plaintiff within the SURF Incubator community.
#12	07/21	1	ZIPCAR account statement for the month of July 5- August 4. Evidence of pick-up of belongings and the inconvenience imposed on the Plaintiff by the Defendants' failure to undo their wrongful action when provided with ample opportunity.
#13	07/24	1	Correspondence with the Impact Hub staff member responsible for dealing with members complaints. Evidence for the inability of the PLAINTIFF to restore his previous work efficiency at his new location.
#14	07/24	1	Confirmation of receipt of belongings and compensation for transportation costs. Evidence that the Defendants have begun to take seriously the Plaintiff's intent to follow through with his court action.
#15	08/02	1	Email to ATLAS workspace expressing interest on the part of the Plaintiff to relocate for a third time (SURF INCUBATOR'S was the Plaintiff's second collective workspace since becoming homeless in September 2016.)
#16	08/02	1	Plaintiff's response to the Defendant regarding this latter's reluctance to engage the court and the Plaintiff's third and final request to regain his previous workspace at SURF Incubator.
#17	08/04	1	Galvanize's invoice showing the Plaintiff's second workspace after his departure from SURF INCUBATOR. Proof of additional distance, inconvenience, and cost brought about the Co-Defendants neglect and breach of contract.
#18	08/08	1	Letter from Steve Johnson, CEO, Impact Hub Seattle expressing Plaintiff's inability to secure a reliable and safe internet connection.
#19	08/09	1	Letter from Plaintiff to Riley Petersen, Galvanize Membership Manager. Indicates the expected behavior of a responsible membership manager and the continued suspect behavior of Minsoo Lee vis-à-vis the Plaintiff.

EXHIBIT	DATE	PAGES	NATURE AND RELEVANCE
#20	09/01	1	Galvanize invoice showing continued good standing of Plaintiff at his new location, as well as the additional cost required to secure a monthly membership.
#21	09/05	1	Letter of confirmation from NightWatch indicating the living arrangement of the Plaintiff at the time of the Defendant's action and the Plaintiff's inability to make use of his office belongings during the period that he was absent from his workspace.
#22	09/05	1	Email to Jordan Brooks in response to the Plaintiff's accidental meeting on Jackson Street in which the Plaintiff was disparaged for taking court action against the Defendants.
#23	09/09	1	SURF INCUBATOR's webpage indicating the industrial nature of the Co-Defendants' company -- namely, that of a membership community.
#24	09/10	1	MinSoo Lee's membership entry at Galvanize. Evidence that the friction between Minsoo and the Plaintiff could likely have been resolved had the Defendants done as the membership manager at Galvanize.
#25	no date	1	A statistical monthly summary of the online performance of NUDGE.ONLINE's first online business project -- namely, Grammar Captive. Shows the clear negative impact of the Defendant's action on the Plaintiff's ability to conduct business during the period under consideration.
#26	no date	1	A statistical report generated by PayScale indicating the current expected salary of a web developer in the City of Seattle.
#27	06/05/2014	1	Proof of Plaintiff's market worth at is last place of employment before becoming self-employed.

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Rodney A. Stegemann, Plaintiff  
September 11, 2017

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