

NO. \_\_\_\_\_

JEFFERSON COUNTY CIRCUIT COURT  
DIVISION \_\_\_\_\_  
JUDGE \_\_\_\_\_

**Electronically Filed**

**JO LYNN BAKER**

**PLAINTIFF**

v.

**SENG JEWELERS, LLC**  
453 South Fourth Street  
Louisville, Kentucky 40202

Serve: Lee S. Davis  
453 South Fourth Street  
Louisville, Kentucky 40202

**LEE S. DAVIS**  
1400 Willow Avenue  
Louisville, Kentucky 40204

**SUSAN DAVIS**  
1400 Willow Avenue  
Louisville, Kentucky 40204

**SCOTT D. DAVIS**  
3410 Broeck Pointe Circle  
Louisville, Kentucky 40241

**DEFENDANTS**

**VERIFIED COMPLAINT**

\* \* \* \* \*

Comes the Plaintiff, Jo Lynn Baker, by and through undersigned counsel, and for her cause of action against Defendants Seng Jewelers, LLC, Lee S. Davis, Susan Davis, and Scott D. Davis hereby states as follows:

1. The incident giving rise to this action occurred in Louisville, Jefferson County, Kentucky.

2. At all times relevant hereto, the Plaintiff, Jo Lynn Baker, resided in Louisville, Jefferson County, Kentucky.
3. At all times relevant hereto, Defendant Seng Jewelers, LLC (“hereinafter “Seng Jewelers”) is registered with the Kentucky Secretary of State as a Foreign Limited Liability Company with its principal place of business located at 453 South Fourth Street, Louisville, Kentucky 40202. Defendant Seng Jewelers’ registered agent is Lee S. Davis, 453 South Fourth Street, Louisville, Kentucky 40202.
4. To the best of Plaintiff’s knowledge and belief and at all times relevant hereto, Defendant Lee S. Davis, resided in Louisville, Jefferson County Kentucky.
5. To the best of Plaintiff’s knowledge and belief and at all times relevant hereto, Defendant Susan Davis, resided in Louisville, Jefferson County Kentucky.
6. To the best of Plaintiff’s knowledge and belief and at all times relevant hereto, Defendant Scott D. Davis, resided in Louisville, Jefferson County Kentucky.
7. Defendants have the required minimum contacts in Jefferson County, Kentucky to be subject to the jurisdiction of this Court.
8. The Plaintiff’s damages exceed the jurisdictional limits of this Court.
9. At all times relevant hereto, Defendant, Seng Jewelers, owned and/or was operating as a for-profit jewelry shop in the business of buying and selling jewelry.
10. At all times relevant hereto, Defendants, Lee S. Davis, Susan D. Davis, and/or Scott D. Davis were owners, managers, operators, agents, employees, and/or otherwise representatives of the Defendant Seng Jewelers. The Plaintiff makes all claims against Defendants Lee S. Davis, Susan Davis, and Scott Davis in both their capacity as a representative of Seng Jewelers, LLC and also in their individual capacities.

FACTS

11. The Plaintiff incorporates all previous paragraphs by reference as if stated fully herein.
12. On or about December 1, 2016, the parties entered into a consignment agreement, attached as Exhibit 1 whereby Defendants agreed to sell a Harry Winston diamond ring owned by Plaintiff. In consideration, Defendants would receive a portion of the proceeds of the sale as commission for their efforts in selling the piece. A copy of the GIA Certification and 2003 Appraisal of said ring is attached as Exhibit 2.
13. The parties agreed that upon the sale of the ring, the Plaintiff would be paid in full by the Defendants, minus their commission.
14. Defendants repeatedly failed to communicate or respond to Plaintiff's requests for updates regarding the status of the ring.
15. Often, in one of the limited times Defendants would communicate, they would represent that the ring was nearing sale or even that it was already sold.
16. Finally, in November of 2018 Defendants informed Plaintiff that the ring had been sold, and after commission, Plaintiff would receive net proceeds in an amount between \$35,000.00 and \$40,000.00.
17. The Defendants have knowingly and willfully lied to Plaintiff, misrepresented facts, and failed to keep multiple promises made to Plaintiff in an effort to deceive her.
18. To date, despite numerous telephonic and written requests and demands, the Defendants have not paid any monies to the Plaintiff for the sale of her diamond ring.

19. That, despite the requests of Plaintiff, the Defendants have refused to return the ring to Plaintiff's possession.

20. Defendants were aware during the time they were in possession of Plaintiff's ring that Plaintiff had a catastrophic illness. Defendants knew that Plaintiff was only selling the ring so that she could fund medical treatments not covered by her private health insurance carrier. Defendants committed the malfeasance described herein with this knowledge.

#### **COUNT I - FRAUD**

20. The Plaintiff incorporates all previous paragraphs by reference as if stated fully herein.

21. The Defendants spoke on the phone with Plaintiff in October of 2017 and informed Plaintiff that there was an "interested buyer" in the \$35,000.00 to \$40,000.00 range.

22. After not hearing anything for months, Plaintiff made multiple phone calls to Defendants in February of 2018. Defendants did not respond or communicate with Plaintiff in any way.

23. Finally, in March 2018, Defendants answered Plaintiff's call. Defendants told Plaintiff that no offers had been made on the ring. Defendants further denied Plaintiff's request to have the ring sent off for a new GIA certification.

24. Again, multiple months passed without any communication from Defendants.

25. In November 2018, Plaintiff called Defendants and requested that her ring be returned to her. Defendants suddenly stated that, "the ring is close to selling." During the conversation, Plaintiff again requested that her ring be returned to her.

26. At this second request for the return of the ring during a phone conversation, the Defendants stated that the ring had sold and that, "it was gone." Plaintiff was confused and asked for the money she was owed if the ring had already been sold/transferred. Defendants stated that her money would be ready "by early December."

27. By December 18, 2018, Plaintiff had not received any correspondence or payments from Defendants. Between December 18, 2018 and February 12, 2019, Plaintiff left fifteen (15) phone messages with the Defendants. Defendants, again, did not respond to Plaintiff during this time.

28. On or about February 12, 2019, Plaintiff was contacted by Defendants. Despite being told previously that the ring was gone, Plaintiff was now told that a buyer *wanted* to purchase the ring. According to Defendants, this would result in net proceeds to the Plaintiff of \$38,500.00

29. On or about February 15, 2019 Defendants told Plaintiff that buyer would be making four (4) monthly installment payments of \$9,625.00 to purchase the ring. When Plaintiff inquired about the location of her ring she was again told, "It's gone." Defendants continued lying and/or misleading Plaintiff about the whereabouts of her ring.

30. Plaintiff, fearing the ring had been sold a long time ago, called fifteen (15) times between February 19, 2019 and March 19, 2019. Defendants did not answer or return any of these calls.

31. Sometime in March 2019, Plaintiff was contacted by Defendants who now stated that Plaintiff would receive three (3) installments of \$12,834.00, with Plaintiff receiving the first payment in early April of 2019.

32. On or about April 10, 2019, having not received any payment from Defendants, Plaintiff attempted to contact Defendants multiple times. Defendants did not answer or return any of the calls of Plaintiff.

33. On or about April 20, 2019, Defendants answered one of Plaintiff's calls. Defendants stated that they did not have Plaintiff's ring in their possession. Defendants told Plaintiff that her ring was "in Chicago with a broker." Defendants also stated that they had not received any payments from "the buyer" yet.

34. On or about April 29, 2019 Defendants told Plaintiff they would bring her three (3) checks totaling \$38,500.00 to her office. Defendants stated that two of the checks would be post-dated and not ready for deposit. Defendants stated that they would provide Plaintiff with a bracelet "as collateral."

35. Plaintiff again demanded that she be provided payment for her ring in full or the return of her ring.

36. On or about April 30, 2019, Defendant, Susan Davis presented at Plaintiff's office. She brought the bracelet mentioned in paragraph 34. She did not bring any checks or money at this time. Plaintiff again demanded that she be paid her money or have her ring returned to her.

37. Defendants told Plaintiff they would bring her a check on May 3, 2019. No check was ever delivered to Plaintiff.

38. On or about May 15, 2019, after not receiving any payment from Defendants and believing that she would never receive either payment or her ring, Plaintiff's husband personally returned the bracelet that was provided "as collateral." At this time, return of the ring or payment was again requested, but was refused by Defendants.

39. As of the time of this filing, Defendants will no longer discuss the matter with Plaintiff. Instead they directed her and/or Plaintiff's husband to speak to their attorney. Plaintiff has never received any payment from Defendants. Defendants have stated that they do not possess Plaintiff's ring.

40. That Defendants intentionally made numerous false statements to Plaintiff for the purpose of deception, knowing Plaintiff would rely on these statements.

41. The Plaintiff did rely on these statements. This reliance was to her detriment.

42. The Defendants through fraud, deceit, and dishonesty have maliciously harmed the Plaintiff by converting her valuable property for their benefit.

#### **COUNT II - CONVERSION**

43. The Plaintiff incorporates all previous paragraphs by reference as if stated fully herein.

44. The Defendants intentionally took possession of Plaintiff's property. Namely, this property was Plaintiff's Harry Winston 2.33 carat diamond ring.

45. The Defendants intentionally sold or otherwise converted Plaintiff's property permanently depriving Plaintiff of her valuable diamond ring.

#### **COUNT III – TRESPASS TO CHATTELS**

46. The Plaintiff incorporates all previous paragraphs by reference as if stated fully herein.

47. The Defendants intentionally took possession of the Plaintiff's property. Namely, this property was Plaintiff's Harry Winston 2.33 carat diamond ring.

48. By depriving Plaintiff possession of her property and not providing any payments to Plaintiff, the Defendants have trespassed the chattel of Plaintiff.

**COUNT IV – OUTRAGE**

49. The Plaintiff incorporates all previous paragraphs by reference as if stated fully herein.

50. The Defendants knew that Plaintiff was suffering from a catastrophic illness and in a weakened financial position. The Defendants intentionally used this knowledge to mislead and take advantage of Plaintiff.

51. The Defendants’ conduct was intentionally executed to embarrass, humiliate, and/or cause mental distress to Plaintiff.

52. The Defendants’ conduct was outrageous and outside the scope of any measurable level of decency.

**COUNT V – BREACH OF CONTRACT**

53. The Plaintiff incorporates all previous paragraphs by reference as if stated fully herein.

54. The Plaintiff and Defendants entered into a contract wherein Defendants would take possession of Plaintiff’s diamond ring so that they could market and sell the piece. In consideration for the sale of the ring, Defendants were to receive a commission (percentage of the sales price) for their efforts.

55. The Defendants breached this contract by failing to return possession of the ring to Plaintiff or paying her the proceeds from any sale that may have taken place.

56. The breach has caused Plaintiff to suffer damages.

**COUNT VI – PROMISSORY ESTOPPEL**

57. The Plaintiff incorporates all previous paragraphs by reference as if stated fully herein.



58. The Defendants promised Plaintiff that they would sell her ring and pay her the proceeds from the sale. Should the ring not sell, Defendants promised to return the ring to Plaintiff.

59. Plaintiff reasonably relied on Defendants promise(s) when she gave possession of her ring to Defendants.

60. Plaintiff's reliance was detrimental due to the fact that Defendants have refused to return Plaintiff's ring to her or to pay her any proceeds from a potential sale of the ring.

61. Plaintiff's only available relief is for Defendants to perform the promise(s) they made to Plaintiff.

**COUNT VII – UNJUST ENRICHMENT**

62. The Plaintiff incorporates all previous paragraphs by reference as if stated fully herein.

63. The Defendants have been unjustly enriched by either keeping the proceeds of the sale of Plaintiff's ring or permanently depriving Plaintiff of her ring for their own benefit.

**COUNT VIII – NEGLIGENCE**

64. The Plaintiff incorporates all previous paragraphs by reference as if stated fully herein.

65. The Defendants owed Plaintiff a duty of care to securely maintain possession of Plaintiff's ring, to protect the ring from harm/damage, and/or to sell the Plaintiff's ring with Plaintiff receiving proceeds of sale.

66. The Defendants breached their duty when they either lost, stole, and/or otherwise caused Plaintiff to be permanently deprived of her ring. The Defendants further breached their duty by not paying proceeds to Plaintiff from the possible sale of the ring.

67. The Defendants' breach is the direct and proximate cause of injuries sustained by Plaintiff.

**WHEREFORE**, the Plaintiff, by and through undersigned counsel, respectfully demands judgment against the Defendants as follows:

1. For an amount of compensatory damages that is fair and reasonable as established by the evidence;
2. For prejudgment interest from the date of injury until such time as judgment is paid;
3. For her costs herein expended;
4. For punitive damages; and
5. For any and all other relief to which she may be entitled.

Respectfully submitted,

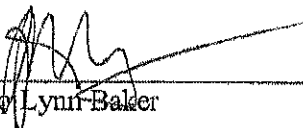
**Alex R. White, PLLC**

/s/John K. Spalding

John K. Spalding  
908 Minoma Avenue  
Louisville, KY 40217  
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john@arwhitelaw.com  
*Counsel for Plaintiff*

**VERIFICATION**

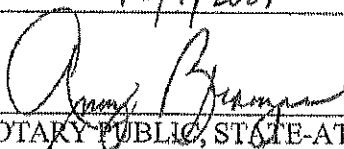
I, Jo Lynn Baker, being first duly sworn, swear under penalty of perjury that the preceding statements are true, accurate and complete to the best of my knowledge and belief.

  
\_\_\_\_\_  
Jo Lynn Baker

STATE OF KENTUCKY        )  
  )  
COUNTY OF JEFFERSON    )

Subscribed, sworn to and acknowledged before me by Jo Lynn Baker  
this 15<sup>th</sup> day of May, 2019.

My commission expires: 12/1/2021

  
\_\_\_\_\_  
NOTARY PUBLIC, STATE-AT-LARGE, KY

Presiding Judge: HON. BRIAN EDWARDS (630312)

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