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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

DANIEL A. SLIGH and SALLETTEE R.
SLIGH, individually and the marital
community composed thereof,

Plaintiffs,

vs.

MULLEN TRUCKING 2005, LTD, a
Canadian corporation or business entity d/b/a
MULLEN TRUCKING LP; WILLIAM D.
SCOTT and JANE DOE SCOTT, individually
and the marital community composed thereof;
TAMMY J. DETRAY and GREGORY S.
DETRAY, individually and the marital
community composed thereof, d/b/a G&T
CRAWLER SERVICE, a Washington State
business entity,

Defendants.

NO.

COMPLAINT FOR DAMAGES

COME NOW Plaintiffs Daniel A. Sligh and Sallettee R. Sligh, husband and wife, and
for cause of action against the above-named Defendants, state and allege as follows:

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I. INTRODUCTION

1.1 This lawsuit arises from the collapse of the Interstate 5 Skagit River Bridge that occurred on May 23, 2013, at approximately 7:05 p.m. Immediately prior to the collapse, a 2010 Kenworth truck-tractor in combination with a 1997 Aspen flatbed trailer loaded with a casing shed (oversize load) was following a pilot vehicle while traveling in the far right southbound lane on Interstate 5. The Kenworth truck-tractor was owned and/or maintained by Mullen Trucking 2005, LTD, a Canadian corporation or business entity that also does business as Mullen Trucking, LP (collectively referred to as “Mullen Trucking”). As the oversize load was being transported across the bridge, the top of the load collided with the overhead through-truss structure of the bridge, resulting in the failure and subsequent collapse of the northernmost bridge span.

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1.2 At the time of the collapse, the Kenworth truck-tractor was being assisted by a lead pilot car driver named Tammy J. Detray whom at the time operated her own business under the name of G&T Crawler Service with her husband, Gregory S. Detray. The pilot car was traveling 300 to 450 feet ahead of the Kenworth truck-tractor when the truck started to cross the bridge. Ms. Detray was talking on her cellular telephone with her husband and traveling in the far right southbound lane when entering onto the bridge. Ms. Detray failed to notice that the clearance pole mounted on the front of her vehicle struck the overhead through-truss structure of the bridge after she passed underneath the first truss.

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1.3 Plaintiffs Daniel A. Sligh and Sallettee R. Sligh were traveling in their 2010 Dodge Ram truck while pulling a Jayco travel-trailer in the southbound lanes of Interstate 5. Plaintiffs were on the bridge when the collapse occurred, and this caused their truck and

1 trailer to plunge and crash into the river below. Both Mr. and Mrs. Sligh suffered physical
2 and emotional injuries as a result of this incident.

3 1.4 The National Transportation Safety Board (NTSB) investigated the probable
4 cause of the collapse. The NTSB is an independent Federal agency charged by Congress
5 with investigating significant highway traffic safety incidents, including those involving the
6 catastrophic failure of a bridge that is part of a federal interstate highway system like
7 Interstate 5 in Washington State. The NTSB completed its investigation of the collapse and
8 made several conclusions, which include without limitation, the following: (1) the height of
9 the casing shed load on the Kenworth tractor-truck oversize combination vehicle was greater
10 than the vertical clearance at the right edge-line of the southbound travel lanes on the Skagit
11 River Bridge, (2) the impact between the oversize load and the overhead bridge truss caused
12 the north span of the bridge to collapse, (3) Mullen Trucking and its driver William D. Scott
13 failed to adequately consider the vertical clearance height of the bridge structure and/or the
14 reduced width of the travel lanes on the Skagit River Bridge when planning the route of the
15 oversize combination vehicle, (4) the lead pilot/escort vehicle driver, Tammy J. Detray, was
16 driving while distracted by her cellular telephone conversation, which in turn reduced her
17 attention to her escort duties, and this led to her failure to fulfill the duties of a reasonable
18 and prudent pilot/escort driver, and (5) Ms. Detray was not maintaining an adequate lead
19 distance in front of the oversize load and therefore Mr. Scott was following too closely to
20 provide sufficient time for the Kenworth oversize combination vehicle to stop before
21 reaching the bridge's low-clearance hazard.
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1 King, Snohomish, Pierce and Skagit. At all times material hereto, Mullen Trucking is
2 believed to have operated under the United States Department of Transportation (USDOT)
3 Number 158799. At all times material hereto, Mullen Trucking is liable for the acts and/or
4 omissions of its employees and/or agents described herein, including those committed by
5 William D. Scott and Tammy J. Detray, under the legal theories of principal/agent,
6 master/servant, and/or respondeat superior.
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8 2.3 Based upon information and belief, Defendant Tammy J. Detray is married
9 to Gregory S. Detray. These defendants are believed to be residents of Olympia, Thurston
10 County, Washington. At all times material hereto, the Detrays owned and/or operated a
11 pilot car service business they named G&T Crawler Service. At all times material hereto,
12 Tammy J. Detray is believed to have been hired by Mullen Trucking and/or William D.
13 Scott to perform pilot car services for the Kenworth oversized combination load that was
14 transported across the Interstate 5 Skagit River Bridge on May 23, 2013. Based upon
15 further information and belief, Defendant Tammy J. Detray and her husband transacted
16 business on the highways and roadways of Washington State, including inside the counties
17 of King, Snohomish, Pierce and Skagit. At all times material hereto, Tammy J. Detray and
18 her business were acting within the scope of her agency with Mullen Trucking. At all
19 times material hereto, the acts and omissions of Tammy J. Detray herein described were on
20 behalf of and for the benefit of her marital community.
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22 2.4 Plaintiffs reserve the right to amend this Complaint by adding additional
23 claims as appropriate against one or more of these defendants and/or by adding additional
24 defendants.
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1 3.6 Ms. Detray was operating a lead pilot vehicle that had a clearance pole,
2 measuring 16 feet 2 inches in height, mounted on the front of her vehicle.

3 3.7 The purpose of the clearance pole mounted on the pilot car was to notify or
4 warn Ms. Detray in the event her vehicle passed under a structure where the overhead
5 clearance height was less than 16 feet 2 inches.
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7 3.8 If the clearance pole mounted on the pilot vehicle made contact with an
8 overhead structure, Ms. Detray was supposed to immediately alert Mr. Scott that there was
9 insufficient vertical clearance for the oversize load to pass under the structure so Mr. Scott
10 could stop in time to avoid a collision and find an alternative route.
11

12 3.9 As the lead pilot car operator, it was imperative that Ms. Detray maintain an
13 adequate lead distance in front of Mr. Scott so there was sufficient time for her to identify
14 vertical clearance hazards and then alert or warn Mr. Scott in the event that she had passed
15 underneath a structure with insufficient clearance height.
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17 3.10 While leading the Kenworth truck-tractor with its oversize load, Ms. Detray's
18 pilot vehicle entered onto the Skagit River Bridge span while passing underneath the first
19 portal and sway braces of the bridge's overhead through-truss structure.

20 3.12 The lowest portion of the sway braces of the Skagit River Bridge, as measured
21 over the shoulder of the roadway, was determined to be 14 feet 8 inches. The lowest portion
22 over the travel lanes was determined to be 15 feet 5 inches.
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24 3.13 Ms. Detray was talking on her cellular telephone while operating her lead pilot
25 vehicle. She did not notice that her clearance pole struck the lowest portion of the sway
26 braces of the bridge as she entered onto the bridge span in the far right lane.

1 3.14 As Mr. Scott approached the Skagit River Bridge in the southbound lanes of
2 Interstate 5, he did not notice nor appreciate that the height of the oversize load exceeded the
3 height of the lowest portion of the overhead sway braces of the bridge.

4 3.15 While following the lead pilot car driver, the Kenworth truck-tractor with its
5 oversize load entered onto the Skagit River Bridge in the farthest right southbound lane that
6 is part of Interstate 5 in Skagit County.

7 3.16 As the oversize load entered onto the bridge, the top of the load collided with
8 the portal and multiple sway braces on the far right side of the bridge's overhead through-
9 truss structure. The impacts caused significant damage to load-bearing members of the
10 bridge's superstructure, resulting in failure and subsequent collapse of the northernmost
11 bridge span.

12 3.17 Defendant Scott later reported to investigators that he thought the height of the
13 oversize load was 15 feet 9 inches, which was higher than the lowest portion of the bridge's
14 sway braces above where the oversize load entered onto the bridge span in the farthest right
15 southbound lane of Interstate 5.

16 3.18 Plaintiffs were crossing the northern portion of the bridge when this section
17 collapsed behind the Kenworth truck-tractor pulling the oversize load. This caused Plaintiffs'
18 truck and trailer to plunge and crash into the river below.

19 3.19 Plaintiffs were injured and sustained damages as a result of the collapse of the
20 Skagit River Bridge, and as a result of their subsequent crash into the Skagit River below.

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IV. CAUSE OF ACTION

TORTIOUS CONDUCT OF MULLEN TRUCKING & WILLIAM J. SCOTT

4.1 Plaintiffs re-allege the allegations contained in paragraphs 1.1 through 3.19, and incorporate them as though fully set forth herein.

4.2 Defendants Mullen Trucking and William J. Scott owed Plaintiffs a duty of care and a duty to act reasonably and carefully.

4.3 Defendants breached their duty to act reasonably and carefully by, among other things, failing to adequately consider and/or appreciate the vertical clearance height of the bridge structure while crossing with the oversize load and/or by failing to cross the bridge in a manner that would have provided sufficient clearance of bridge's overhead structure to avoid a collision.

4.4 Defendant William J. Scott breached his duty to act reasonably and carefully by, among other things, operating his oversize load in an unsafe manner that proximately caused or led to the cause of the catastrophic failure and collapse of the Skagit River Bridge.

4.5 As a result of the Defendants' negligent, grossly negligent and/or reckless conduct and omissions, the Plaintiffs were injured, suffered, and continue to suffer, physical disability and pain, emotional trauma, medical expenses, loss of earnings and earning capacity, property damage, loss of consortium, and other damages.

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V. CAUSE OF ACTION

TORTIOUS CONDUCT OF TAMMY J. DETRAY

5.1 Plaintiffs re-allege the allegations contained in paragraphs 1.1 through 4.5, and incorporate them as though fully set forth herein.

1 5.2 Defendant Tammy J. Detray owed the Plaintiffs a duty of care and a duty to
2 act reasonably and carefully.

3 5.3 Defendant Tammy J. Detray breached her duty of care and her duty to act
4 carefully by, among other things, operating her lead pilot vehicle in an unsafe manner and/or
5 in a manner that failed to fulfill her duties of a prudent lead pilot car operator.
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7 5.4 Defendant Tammy J. Detray breached her duty of care and her duty to act
8 carefully by, among other things, operating her lead pilot vehicle while talking on her cellular
9 telephone and/or while being distracted, and failing to identify the vertical clearance hazard
10 of the bridge when her clearance pole struck the lowest portion of the sway braces of the
11 bridge as she entered onto the bridge span.
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13 5.5 Defendant Tammy J. Detray breached her duty of care and her duty to act
14 carefully by, among other things, failing to adequately and timely warn Defendant Scott that
15 the oversize load was likely too large and/or too high to safely cross the Skagit River Bridge
16 and permitting the Kenworth truck-tractor oversize load to cross the bridge in the manner that
17 it did.
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19 5.6 As a result of this defendant's negligent, grossly negligent and/or reckless
20 conduct and omissions, Plaintiffs were injured, suffered, and continue to suffer, physical
21 disability and pain, emotional trauma, medical expenses, loss of earnings and earning
22 capacity, property damage, loss of consortium, and other damages.
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24 **VI. CAUSE OF ACTION – NEGLIGENT HIRING, TRAINING & SUPERVISION**

25 6.1 Plaintiffs re-allege the allegations contained in paragraphs 1.1 through 5.6,
26 and incorporate them as though fully set forth herein.

1 6.2 Defendants Mullen Trucking, by and through its agents, officers and
2 employees, negligently and grossly negligently failed to properly hire, train and/or supervise
3 its truck drivers, employees, lead pilot vehicle drivers, and/or agents with due care and good
4 judgment.

5 6.3 As a proximate cause of Defendants Mullen Trucking's failure to properly
6 hire, train and/or supervise its truck drivers, employees, lead pilot vehicle drivers, and/or
7 agents, Plaintiffs were injured and suffered, and/or continue to suffer, physical disability and
8 pain, emotional trauma, medical expenses, loss of earnings and earning capacity, property
9 damage, loss of consortium and other damages.
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12 **VII. CAUSE OF ACTION – TORT OF OUTRAGE**

13 7.1 Plaintiffs re-allege the allegations contained in paragraphs 1.1 through 6.3,
14 and incorporate them as though fully set forth herein.

15 7.2 Defendants' negligent, grossly negligent and reckless acts and/or omissions as
16 described herein are extremely egregious and outrageous.

17 7.3 As a result of Defendants' extreme and/or reckless conduct, Plaintiffs have
18 suffered, and will continue to suffer, extreme and severe emotional distress.
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21 **VIII. PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiffs pray for judgment against Defendants, jointly and
23 severally, as follows:

24 1. For all damages sustained by Plaintiffs in amounts proven at trial, including
25 damages for past and future medical expenses and other health care expenses, pain and
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1 suffering, both mental and physical, past and future permanent partial disability and
2 disfigurement, loss of enjoyment of life, damages to property, past and future special and
3 economic damages, loss of income and earning capacity, loss of consortium, damage and/or
4 damage the spousal and parent-child relationship and other damages;

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6 2. Interest calculated at the maximum amount allowable by law, including pre-
7 and post-judgment interest;

8 3. A reasonable attorney's fee as allowed by law;

9 4. Costs and disbursements pursuant to statute; and

10 5. Other and further relief as this Court may deem just and equitable.
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12 Dated this 7th day of August, 2014.

13 **DAVIS LAW GROUP, P.S.**

14 /s/ CHRISTOPHER M. DAVIS

15 By: Christopher M. Davis, WSBA No. 23234

16 By: Gregory Colburn, WSBA No. 41236

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