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

THE CHOSEN SERVANT (fka Randy Johnson),

Plaintiff,

vs.

UNITED BUILDING SERVICES, INC., a
Washington corporation; ATLAS PAVING
COMPANY, a foreign corporation; JAMES J.
HENNING and JANE DOE HENNING,
individually and the marital community composed
thereof; ROBERT L. MOILES and JANE DOE
MOILES, individually and the marital community
composed thereof,

Defendants.

NO.

COMPLAINT FOR DAMAGES

COMES NOW Plaintiff against the above-named Defendants, and states and alleges as follows:

I. PARTIES & JURISDICTION

1.1 Plaintiff The Chosen Servant (fka Randy Johnson) is now, and was at all relevant times hereinafter alleged, a resident of King County, Washington.

1.2 Defendant United Building Services, Inc. (UBS) is a corporation doing business in the state of Washington. Based on information and belief, and at all times material hereto,

1 Defendant UBS employed and/or hired Defendant Robert L. Moiles. At all times material
2 hereto, Defendant Moiles was acting within scope of his employment and/or agency with UBS.

3 1.3 Defendant Atlas Paving Company (Atlas) is a foreign corporation doing business
4 in the state of Washington. At all times material hereto, Defendant Atlas was the registered
5 owner of the trailer that was being operated and pulled by Defendant Moiles. Based on
6 information and belief, Defendant Atlas employed and/or hired Defendant Moiles. At all times
7 material hereto, Defendant Moiles was acting within scope of his employment and/or agency
8 with Atlas.
9

10 1.4 Defendant James J. Henning is now believed to be and was at all relevant times
11 hereinafter alleged a resident of King County, Washington. If this defendant is married his acts
12 and omissions hereinafter described were for and on behalf of the marital community. At all
13 times material hereto, Defendant Henning was the registered owner of the motor vehicle, a 2006
14 Dodge Ram pickup truck, being operated by Defendant Robert L. Moiles. Based upon
15 information and belief, Defendant Henning employed, retained and/or hired Defendant Moiles.
16 At all times material hereto, Defendant Moiles was acting within scope of his employment
17 and/or agency with James J. Henning. Defendant Henning is therefore liable for the negligent
18 acts and omissions of Defendant Robert L. Moiles hereafter described under the legal theories of
19 master/servant, principal/agent, employer/employee and/or respondeat superior.
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22 1.5 Defendant Robert L. Moiles is now believed to be and was at all relevant times
23 hereinafter alleged a resident of King County, Washington. If this defendant is married his acts
24 and omissions hereinafter described were for and on behalf of the marital community. Based
25 upon information and belief, and at all times material hereto, Defendant Robert L. Moiles was
26 acting as an agent and/or employee of one or more of the defendants UBS, Atlas and/or James J.

1 Henning. At all times material hereto, Defendant Robert L. Moiles was acting within the course
2 and scope of his agency and/or employment with one or more of the defendants UBS, Atlas
3 and/or James J. Henning. Said defendants are therefore liable for the negligent acts and/or
4 omissions of Defendant Robert L. Moiles as described herein under the legal theories of
5 master/servant, principal/agent and/or respondeat superior.
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7 1.6 All acts and omissions alleged to have occurred herein took place in Seattle, King
8 County, Washington. King County is therefore a proper venue for this action.
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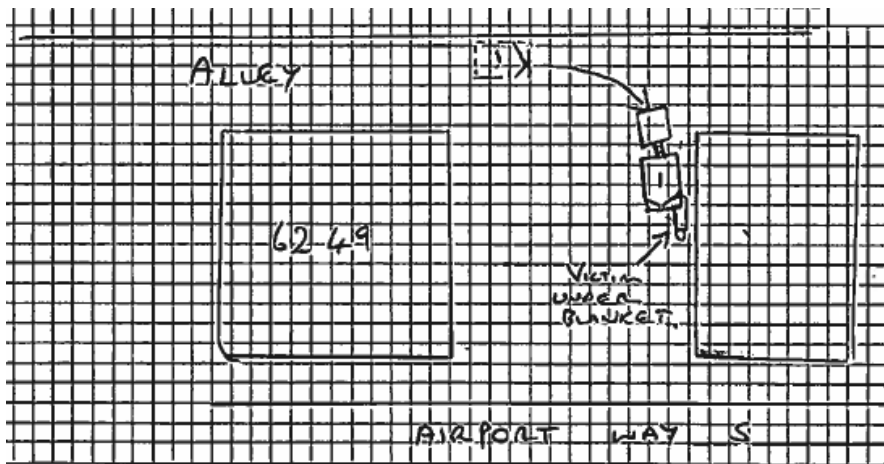
10 II. FACTS

11 2.1 On October 19, 2018, at approximately 1:00 PM, Defendant Robert L. Moiles
12 was operating a 2006 Dodge Ram pickup truck and pulling a trailer.
13

14 2.2 Defendant Moiles was driving the vehicle in the alley behind the building
15 located at 6249 Airport Way South, Seattle, Washington.
16

17 2.3 Defendant Moiles drove the truck and trailer into the adjacent parking lot.

18 2.4 Defendant Moiles swung the truck too wide where it ran over Plaintiff who
19 was laying on the ground in a blanket next to a building (as depicted in the diagram below).
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1
2 2.5 Plaintiff suffered severe injuries from being run over by the truck and trailer.

3 2.6 Defendant Moiles exited the vehicle and spoke briefly to Plaintiff while he was
4 injured on the ground.

5 2.7 Defendant Moiles knew that he had hurt or injured Plaintiff.

6 2.8 Defendant Moiles also asked a bystander to call 9-1-1 to report the emergency.

7 2.9 Defendant Moiles also told bystanders that he was going to park the truck and
8 trailer around the corner and then return to the scene.

9 2.10 Defendant Moiles never returned to the scene.

10 2.11 The police later responded to the scene and interviewed witnesses.

11 2.12 Based on information obtained from witnesses, the police visited the building
12 headquarters of United Building Services, Inc. and Atlas Paving Company located at 6259
13 Airport Way So., Seattle, WA 98108.

14 2.13 The police found Defendant Moiles hiding inside the building and arrested him.

15 2.14 Defendant Moiles admitted to running over Plaintiff and leaving the scene of an
16 accident.

17 2.15 Plaintiff suffered severe injuries, including paralysis, and he has sustained
18 significant damages as a result of the collision.

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23 **III. CAUSE OF ACTION--NEGLIGENCE**

24 3.1 Plaintiff re-alleges the allegations set forth in Sections I through II, and incorporates
25 them as though fully set forth herein.

26 3.2 Defendants owed Plaintiff a duty of care and a duty to act reasonably.

1 4.4 As a proximate cause of Defendants’ decision to negligently retain Defendant
2 Robert L. Moiles, Plaintiff was injured, suffered, and continues to suffer, physical disability and
3 pain, emotional trauma, medical expenses, and other damages.
4

5 **V. CAUSE OF ACTION – NEGLIGENT ENTRUSTMENT**

6 5.1 Plaintiff re-alleges the allegations set forth in Sections I through IV, and
7 incorporates them as though fully set forth herein.
8

9 5.2 Defendants entrusted the vehicle to Defendant Robert L. Moiles.

10 5.3 Defendants knew or should have known that Robert L. Moiles was reckless or
11 incompetent to safely operate the motor vehicle, and that said driver’s recklessness or
12 incompetence created an unreasonable risk of harm.
13

14 5.4 Plaintiff’s injuries and damages were proximately caused by the negligent
15 entrustment of the motor vehicle to Defendant Robert L. Moiles.
16

17 **VI. NO CONTRIBUTORY NEGLIGENCE/COMPARATIVE FAULT**

18 6.1 The damages suffered by Plaintiff was not caused by any fault, carelessness, or
19 negligence on his part, but were caused solely and proximately by the tortious acts and/or
20 omissions of Defendants.
21

22 6.2 There are no other entities which caused or contributed to Plaintiff’s injuries
23 and/or damages.
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