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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

CONFIDENTIAL, as guardian for
CONFIDENTIAL, a single woman,

Plaintiff,

vs.

CNA INSURANCE GROUP, a foreign
insurance company; AMERICAN
CASUALTY COMPANY OF READING,
PENNSYLVANIA, a foreign insurance
company; NORTHWEST TRANSPORT,
INC., a for-profit Washington corporation,

Defendants.

NO.

COMPLAINT FOR DAMAGES

COMES NOW Plaintiff <Plaintiff>, as guardian of <Plaintiff>, against the above-named defendants, and states, alleges and avers as follows:

I. PARTIES, JURISDICTION & VENUE

1.1 Plaintiff <Plaintiff> is a resident of King County, State of Washington. Ms. <Plaintiff> is the guardian, or intended guardian, of her elderly mother, <Plaintiff>, also a resident of King County, State of Washington. Ms. <Plaintiff> is a vulnerable adult and dependent on the care of others.

1 1.2 Based upon information and belief, Defendant CNA Insurance (hereafter
2 “CNA”) is a foreign insurance company, which at all times material hereto, transacted
3 business in King County, Washington. Defendant CNA is believed to have provided liability
4 insurance coverage for Defendant Northwest Transport, Inc., with effective dates including
5 <Date>, the date of the incident which caused Plaintiff’s injuries and damages.

6 1.3 Based upon information and belief, Defendant American Casualty Company
7 of Reading, Pennsylvania (hereafter “American Casualty”), is a foreign insurance company,
8 which at all times material hereto, transacted business in King County, Washington.
9 Defendant American Casualty is believed to have provided liability insurance coverage for
10 Defendant Northwest Transport with effective dates including <Date>, the date of the
11 incident which caused Plaintiff’s injuries and damages.

12 1.4 Based upon information and belief, Defendant Northwest Transport, Inc.,
13 (hereafter “Northwest Transport”) is a Washington corporation engaged in the business of a
14 common carrier, transporting wheelchair-bound and otherwise medically disadvantaged
15 and/or elderly citizens for a fee. Defendant Northwest Transport has its principal place of
16 business at 22627 85th Place South, Kent, Washington, 98031. Defendant Northwest
17 Transport employs persons to transport passengers on vehicles owned, operated and
18 maintained by Northwest Transport. Defendant Northwest Transport is therefore liable for
19 the acts and/or omissions of its employees and/or agents as described herein under the legal
20 theories of principal/agent, master/servant and/or respondeat superior.
21

22 1.5 All acts and omissions alleged to have occurred herein took place in King
23 County, State of Washington. King County Superior Court in Kent, Washington, is a proper
24 venue for this cause of action.
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II. FACTS

2.1 Northwest Transport advertises itself to the public as a company which provides “convenient, affordable, safe transportation for individuals with special needs.” Northwest Transport further represents to the public that it is properly equipped and staffed to care for individuals like the plaintiff, <Plaintiff>, and in accordance with the standards prevailing in Washington.

2.2 On or about <Date>, Defendant Northwest Transport’s employee and/or agent (hereinafter “driver”) loaded Ms. <Plaintiff> into Northwest Transport’s vehicle.

2.3 <Plaintiff> was older than 70 years of age and confined to a wheelchair.

2.4 Northwest Transport’s driver used the vehicle’s lift to load <Plaintiff> into the vehicle.

2.5 Northwest Transport’s driver transported <Plaintiff> to Valley Medical Center in Renton, Washington.

2.6 Once at Valley Medical Center, Northwest Transport’s driver prepared to move <Plaintiff> while in her wheelchair onto the vehicle’s mechanical lift for unloading.

2.7 Northwest Transport’s driver stood in front of <Plaintiff> as he prepared to unload Ms. <Plaintiff> from the vehicle.

2.8 Before pushing <Plaintiff> backwards out of the Northwest Transport vehicle, the driver failed to raise the vehicle’s mechanical wheelchair lift.

2.9 While the vehicle’s mechanical lift was still on the ground, the driver pushed <Plaintiff> out of the vehicle, thereby causing Ms. <Plaintiff> to drop several feet to the ground. Ms. <Plaintiff>’s wheelchair flipped backwards and this caused her to hit the pavement below. The driver then fell on top of Ms. <Plaintiff>.

1 2.10 When <Plaintiff> hit the ground, her head snapped backwards and hit the
2 pavement with tremendous force.

3 2.11 Plaintiff <Plaintiff> sustained a life threatening traumatic brain injury, and
4 other injuries and damages, as a direct result of being pushed out of the Northwest Transport
5 vehicle and onto the pavement below.

6
7 **III. CAUSE OF ACTION - NEGLIGENCE**

8 3.1 Plaintiff re-alleges the allegations set forth in paragraphs 1.1 through 2.11,
9 and incorporates them as though fully set forth herein.

10 3.2 Defendant Northwest Transport and its driver owed Plaintiff <Plaintiff> the
11 highest duty of care as a common carrier and to act reasonably and carefully.

12 3.3 Defendant Northwest Transport and its driver breached their duty of care and
13 their duty to act carefully and reasonably by, among other things, failing to maneuver the
14 vehicle's mechanical lift in the correct position before blindly pushing Ms. <Plaintiff> out of
15 the vehicle and causing her to flip backwards and fall to the ground below.

16 3.4 Defendant Northwest Transport and its driver breached their duty of care and
17 their duty to act carefully and reasonably by, among other things, failing to take adequate
18 precautions to protect the health and safety of its passenger, <Plaintiff>, an elderly
19 wheelchair bound woman with special needs.

20 3.5 As a result of the negligent conduct by Defendant Northwest Transport and its
21 driver, <Plaintiff> was injured, suffered, and continues to suffer, physical disability and pain,
22 emotional trauma, medical expenses, and other damages.

23 3.6 Defendant Northwest Transport is vicariously liable to <Plaintiff> for the
24 negligent acts and/or omissions of its agent or employee driver.
25

1 **IV. CAUSE OF ACTION – LIABILITY OF SURETY OR INDEMNITOR**

2 4.1 Plaintiff re-alleges the allegations set forth in paragraphs 1.1 through 3.6, and
3 incorporates them as though fully set forth herein.

4 4.2 Defendants CNA and American Casualty provided liability insurance
5 coverage to the common carrier known as Northwest Transport, or otherwise indemnified
6 said defendant for its negligent acts and/or omissions committed in the course of its business,
7 and are therefore liable for the negligent acts performed by Northwest Transport, and its
8 employees, pursuant to RCW 46.72.060, and other applicable law.

9
10 **V. CAUSE OF ACTION – NEGLIGENT SUPERVISION**

11 5.1 Plaintiff re-alleges the allegations set forth in paragraphs 1.1 through 4.2, and
12 incorporates them as though fully set forth herein.

13 5.2 Defendant Northwest Transport had a duty to properly hire, train and supervise
14 its drivers and employees.

15 5.3 Defendant Northwest Transport breached its duty by failing to properly hire,
16 train and/or supervise the driver who caused injury to Ms. <Plaintiff>.

17 5.4 As a direct consequence of the defendant’s breach, Ms. <Plaintiff> suffered
18 severe injuries and significant damages.

19
20 **VI. ABUSE OF VULNERABLE ADULTS**

21 6.1 Plaintiff re-alleges the allegations set forth in paragraphs 1.1 through 5.4, and
22 incorporates them as though fully set forth herein.

23 6.2 At all times material hereto, Defendants were required to comply with the
24 Vulnerable Adult laws codified at RCW 74.34 et seq.
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Dated this <Date>.

DAVIS LAW GROUP, P.S.

/s/ _____

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