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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

██████████ and ██████████,  
individually and the marital community  
composed thereof,

Plaintiffs,

vs.

JTM CONSTRUCTION, INC., a Washington  
for profit corporation; JTM CONSTRUCTION  
SERVICES, INC., a Washington for profit  
corporation; MORROW EQUIPMENT  
COMPANY, LLC., a foreign limited liability  
company; FIFTH & COLUMBIA  
INVESTORS, LLC, a foreign limited liability  
company; and JOHN and JANE DOE  
DEFENDANTS 1 through 10,

Defendants.

NO.  
COMPLAINT FOR DAMAGES

COMES NOW Plaintiffs against the above-named Defendants, and state and allege as follows:

**I. PARTIES & JURISDICTION**

1.1 Plaintiffs ██████████ were at all relevant times hereinafter alleged, residents of King County, Washington. Plaintiffs are husband and wife and therefore constitute a marital community under the laws of the state of Washington.

1           1.2     Defendant JTM Construction, Inc. is now believed to be, and was at all relevant  
2 times hereinafter alleged, a corporation formed under the laws of the state of Washington with a  
3 principal place of business located at 800 Maynard Avenue S, Suite 101, Seattle, Washington  
4 98134. The registered agent for service of process is SW&W Registered Agents, Inc. located at  
5 1420 Fifth Avenue, Suite 3400, Seattle, Washington 98101. At all times material hereto,  
6 Defendant JTM Construction, Inc. conducted business in King County.  
7

8           1.3     Defendant JTM Construction Services, Inc. is now believed to be, and was at all  
9 relevant times hereinafter alleged, a corporation formed under the laws of the state of  
10 Washington with a principal place of business located at 800 Fifth Avenue, Suite 4100, Seattle,  
11 Washington 98104. The registered agent for service of process is Tom Titus located at 800  
12 Maynard Avenue S., Suite 101, Seattle, Washington 98134. At all times material hereto,  
13 Defendant JTM Construction Services, Inc. conducted business in King County.  
14

15           1.4     Defendant Morrow Equipment Company, L.L.C.. is now believed to be, and was  
16 at all relevant times hereinafter alleged, a foreign limited liability company formed under the  
17 laws of the state of Oregon with a principal place of business located at 3218 Pringle Road SE,  
18 Salem, Oregon 97302. The registered agent for service of process is National Registered  
19 Agents, Inc., located at 711 Capitol Way S., Suite 204, Olympia, Washington 98501. At all  
20 times material hereto, Defendant Morrow Equipment Company, L.L.C. conducted business in  
21 King County.  
22

23           1.5     Defendant Fifth & Columbia Investors, LLC. is now believed to be, and was at all  
24 relevant times hereinafter alleged, a foreign limited liability company formed under the laws of  
25 the state of Delaware with a principal place of business located at 4 Embarcadero Center, Suite

1 3300, San Francisco, California 94111. The registered agent for service of process is RSC  
2 Corporation located at 1201 Third Avenue, Suite 3400, Seattle, Washington 98101. At all times  
3 material hereto, Defendant Fifth & Columbia Investors, LLC. conducted business in King  
4 County.

5  
6 1.6 Based upon information and belief, and at all times material hereto, Defendants John  
7 and Jane Does 1-10 were agents and/or employees of Defendants JTM Construction, Inc., JTM  
8 Construction Services, Inc., Morrow Equipment Company, L.L.C., and / or Fifth & Columbia  
9 Investors, LLC. At all times material hereto, Defendants John and Jane Does 1-10 were acting  
10 within the course and scope of their agency and/or employment with said Defendants at the  
11 construction project known as “The Mark”. Said Defendants are therefore liable for the negligent  
12 acts and/or omissions of Defendants John and Jane Does 1-10, as described herein under the legal  
13 theories of master/servant, principal/agent, and/or respondent superior.  
14

15 1.7 All acts and omissions alleged to have occurred herein took place in King County,  
16 Washington. King County is therefore a proper venue for this action.  
17

## 18 II. FACTS

19 2.1 On or about September 17, 2016, a high-rise construction project existed at  
20 the corner of Fifth Avenue and Columbia Street in the City of Seattle, King County,  
21 Washington known as “The Mark” with a postal address of 811 Fifth Avenue, Seattle  
22 Washington 98104.  
23

24 2.2 “The Mark” construction project would become a 660-foot-tall skyscraper  
25 consisting of a luxury hotel and office space with 44 floors. Each floor was approximately  
13 feet in height. “The Mark” is now believed to be the fifth tallest building in Seattle.

1           2.3     The shoring and excavation at “The Mark” began in 2008 but was delayed due  
2 to economic conditions. In 2014 construction re-started and the building began to grow in  
3 height. The building was officially completed in May of 2017.

4           2.4     During construction, in order for materials and employees to reach the higher  
5 floors, an external temporary elevator was erected on a crane commonly referred to in the  
6 industry as either a construction “hoist” or “manlift.”

7           2.5     The manlift used at the construction project was manufactured by Alimak and  
8 erected and maintained by Defendant Morrow Equipment Company, LLC.

9           2.6     Based upon information and belief, the type and model of the manlift was an  
10 Alimak FC 7100-12D, Model 650 FC 32/39 Dual Car Construction Hoist.

11           2.7     At all times material hereto, Defendants JTM Construction, Inc. and/or JTM  
12 Construction Services, Inc. were the general contractors for “The Mark”.

13           2.8     At all times material hereto, Defendant Morrow Equipment Company, L.L.C.  
14 owned, leased, managed, operated, supervised, repaired, and/or maintained the aforesaid  
15 manlift at “The Mark”.

16           2.9     At all times material hereto, Defendant Fifth & Columbia Investors, LLC. was  
17 the owner and lessor for “The Mark”.

18           2.10    At all times material hereto, Defendants JTM Construction Inc. and/or JTM  
19 Construction Services, Inc. constructed, managed, operated, supervised, and/or maintained  
20 the aforesaid construction project.

21           2.11    At all times material hereto, Defendants JTM Construction Inc. and/or JTM  
22 Construction Services, Inc. were responsible for managing, operating, supervising and/or  
23  
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25

1 maintaining the aforesaid construction project in a reasonably safe condition and to protect  
2 its employees, contractors and subcontractors from foreseeable harm.

3 2.12 At all times material hereto, Defendant Morrow Equipment Company, LLC  
4 was responsible for installing, inspecting, servicing, repairing and/or maintaining the  
5 aforesaid manlift at in a reasonably safe condition and to protect those persons who used the  
6 manlift from foreseeable harm.  
7

8 2.13 At all times material hereto, Defendant Fifth & Columbia Investors, LLC,  
9 owned, leased, managed, operated, controlled, supervised, and/or maintained the aforesaid  
10 construction project.  
11

12 2.14 At all times material hereto, Defendant Fifth & Columbia Investors, LLC was  
13 responsible for the ownership, control, management, operation and/or maintenance of the  
14 skyscraper named “The Mark” in a reasonably safe condition and to protect its employees,  
15 invitees, contractors and subcontractors from foreseeable harm.  
16

17 2.15 Defendant Fifth & Columbia Investors, LLC, selected Defendants JTM  
18 Construction, Inc. and / or JTM Construction Services, Inc. to be the general contractor for  
19 the aforesaid construction project.

20 2.16 On or about September 17, 2016, Plaintiff [REDACTED] was working at “The  
21 Mark” construction project while an employee of Seaburg Construction.  
22

23 2.17 Seaburg Construction was hired by Defendants JTM Construction, Inc. and /  
24 or JTM Construction Services, Inc. to perform general construction services including  
25 operating the manlift.



1 with the requirements specified in the Washington State elevator laws and regulations adopted  
2 by the elevator section (WAC 296-96); to shut down the manlift when adverse weather  
3 conditions make operation hazardous; to shut down the manlift when wind speeds reach greater  
4 than 35 miles per hour; to furnish a place of employment free from recognized hazards likely to  
5 cause injury; to adopt and use practices or methods, operations, and processes which are  
6 reasonably adequate to render the manlift safe for use; to use methods and procedures  
7 reasonably adequate to make the employment safe; to act reasonably and prudently under the  
8 circumstances; and to do everything reasonably necessary to protect the life and safety of the  
9 employees working on the aforesaid construction project.  
10

11  
12 3.3 Defendants breached their duty of care and their duty to act reasonably by,  
13 among other things, directing the Plaintiff to operate the manlift despite having actual  
14 knowledge that the wind speeds and gusts made it unsafe for use.

15  
16 3.4 Defendants breached their duty of care and their duty to act reasonably by,  
17 among other things, failing to exercise ordinary care and causing the manlift to fall.

18  
19 3.5 Defendants breached their duty by failing to comply with the safety  
20 regulations, practices and procedures as adopted by the RCW, WAC, and ANSI, concerning  
21 the proper safety of the aforesaid manlift.

22  
23 3.6 Defendant Fifth & Columbia Investors, LLC owed an additional duty of care  
24 to the Plaintiff [REDACTED] to select a competent general contractor who would ensure that  
25 the construction project complied with all applicable safety laws.





1 and continue to suffer, physical disability and pain, emotional and or psychological trauma,  
2 medical expenses, loss of earnings and earning capacity, loss of consortium and other  
3 damages.  
4

5 **V. NO CONTRIBUTORY NEGLIGENCE/COMPARATIVE FAULT**

6 5.1 The damages suffered by Plaintiff [REDACTED] were not caused by any fault,  
7 carelessness, or negligence on his part, but were caused solely and proximately by the  
8 tortious acts and/or omissions of Defendants jointly and severally.  
9

10 5.2 There are no other entities which caused or contributed to Plaintiff [REDACTED]  
11 [REDACTED]'s injuries or damages.  
12

13  
14 WHEREFORE, Plaintiffs pray for judgment against the Defendants, jointly and  
15 severally, as follows:  
16

17  
18 1. For all damages sustained by Plaintiffs in an amount proven at trial, including  
19 past and future medical expenses and other health care expenses, pain and suffering, both  
20 mental and physical, past and future permanent partial disability and disfigurement, loss of  
21 enjoyment of life, loss of consortium, damages to property, past and future special damages,  
22 and other damages;  
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24 2. Interest calculated at the maximum amount allowable by law, including pre-  
25 and post-judgment interest;

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

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- 4. Costs and disbursements pursuant to statute; and
- 5. Other and further relief as this Court may deem just and equitable.

Dated this 25th day of March, 2019.

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

By: Christopher M. Davis, WSBA No. 23234  
By: W. Bradford Bernadt, WSBA No. 50999

**Davis Law Group, P.S.**  
2101 Fourth Ave., Ste. 1030  
Seattle, WA 98121  
Tel: (206) 727-4000

*Attorneys for Plaintiffs*