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2 **NOTE:** Some names have been removed out of concern for privacy. The fully unredacted  
3 version of the complaint is available via King County Courts.  
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9 SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

10 [REDACTED]

11 Plaintiff,

12 vs.

13 IMPERIAL PARKING (U.S.), LLC, a foreign  
14 limited liability company; STEVEN G. NEFF  
15 and JANE DOE NEFF, individually and the  
16 marital community composed thereof,

17 Defendants.

NO.

COMPLAINT FOR DAMAGES

18 COMES NOW Plaintiff against the above-named defendants, and states and alleges  
19 as follows:  
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21 **I. PARTIES, JURISDICTION & VENUE**

22 1.1 Plaintiff is a resident of King County, Washington.

23 1.2 Defendant Imperial Parking (U.S.), LLC (“Imperial”), is a foreign limited  
24 liability company formed under the laws of the state of Delaware. Based upon information  
25

1 and belief, this Defendant transacts business in King County, Washington. According to the  
2 Office of the Washington Secretary of State, the registered agent for Defendant Imperial is  
3 CT Corporation System located at 711 Capitol Way S., Ste. 204, Olympia, Washington.  
4 Based on information and belief, and at all times material hereto, Defendant Imperial  
5 employed and/or retained Defendant Steven G. Neff. Defendant Imperial is therefore liable  
6 for the negligent acts and/or omissions of Defendant Steven G. Neff as described herein  
7 under the legal theories of master/servant, principal/agent, and/or respondent superior.  
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9 1.3 Defendant Steven G. Neff is now believed to be, and was at all relevant times  
10 hereinafter alleged, a resident of Seattle, King County, Washington. If this defendant is  
11 married, his acts and omissions hereinafter described were for and on behalf of his marital  
12 community. At all times material hereto, Defendant Steven G. Neff was employed and/or  
13 retained by Defendant Imperial and was acting within the course and scope of his  
14 employment.  
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16 1.4 All acts and omissions as described herein took place in King County,  
17 Washington. Therefore, King County is a proper venue for this action.  
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## 19 II. FACTS

20 2.1 On or about October 15, 2018, Defendant Steven G. Neff was operating a  
21 2017 Toyota Tacoma pickup truck that was owned by and/or registered to Imperial Parking  
22 (U.S.), LLC.  
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24 2.2 Defendant Neff was traveling south on 12<sup>th</sup> Avenue S. in Seattle, Washington,  
25 and approaching the controlled intersection at South Jackson Street.

1           2.3     At all material times, Plaintiff [REDACTED] was a pedestrian using a  
2 motorized wheelchair.

3           2.4     Plaintiff was stopped in his wheelchair on the northwest corner of 12<sup>th</sup> Ave. S.  
4 and S. Jackson Street.

5           2.5     Plaintiff was waiting to cross S. Jackson Street in a marked crosswalk.

6           2.6     The pedestrian signal was activated to permit Plaintiff to enter the crosswalk  
7 and begin crossing the street.

8           2.7     While Plaintiff was lawfully inside the marked crosswalk Defendant Neff  
9 made a right turn without stopping or yielding to Plaintiff.

10          2.8     Defendant Neff's truck hit and struck Plaintiff while he was lawfully inside  
11 the marked crosswalk.

12          2.9     Plaintiff was thrown to the ground upon impact with the defendant's truck.

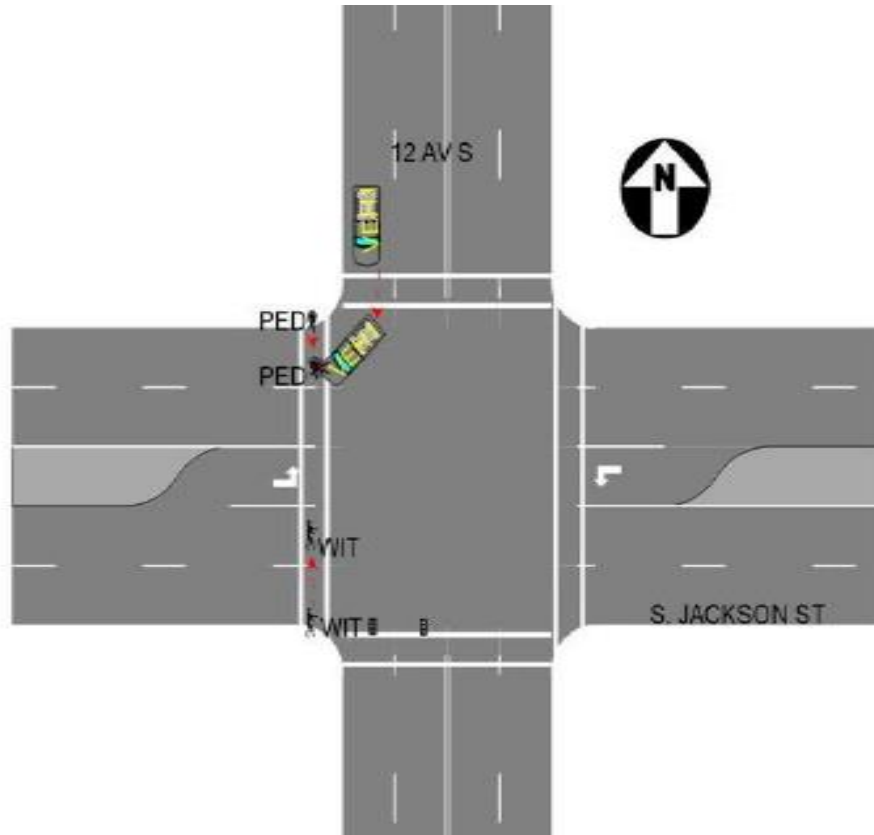
13          2.10    An independent witness named [REDACTED] saw the collision.

14          2.11    Mr. [REDACTED] verified that Plaintiff had the pedestrian signal in his favor at the  
15 time of the collision.

16          2.12    Mr. [REDACTED] verified that that Defendant Neff failed to stop or otherwise yield to  
17 Plaintiff while he was inside the marked crosswalk.

18          2.13    The following diagram accurately depicts the collision scene and designates  
19 Defendant's truck in yellow and the Plaintiff as "PED":  
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2.14 Plaintiff was severely injured and suffered damages as a result of this collision.

2.15 Defendant Neff was cited by police for causing the collision and for being inattentive while driving.

2.16 Plaintiff was transported to Swedish Medical Center in Seattle, Washington where he received medical treatment.

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

3 3.1 Plaintiff re-alleges the allegations contained in Sections I through II above,  
4 and incorporates them as though fully set forth herein.

5 3.2 Defendants owed Plaintiff a duty of care and a duty to act reasonably.

6 3.3 Defendant Steven G. Neff breached his duty of care and his duty to act  
7 reasonably by, among other things, failing to exercise ordinary care and driving while not  
8 paying attention to his surroundings.

9 3.4 Defendant Steven G. Neff breached his duty of care and his duty to act  
10 reasonably by, among other things, colliding into a pedestrian that was lawfully inside a  
11 marked crosswalk with the pedestrian signal in the pedestrian's favor.

12 3.5 As a result of the Defendants' negligent conduct, Plaintiff was injured,  
13 suffered, and continues to suffer, physical disability and pain, emotional trauma, medical  
14 expenses, loss of earnings and earning capacity, loss of consortium, and other damages.

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18 **IV. CAUSE OF ACTION**

19 **NEGLIGENT HIRING, TRAINING, SUPERVISION & RETENTION**

20 4.1 Plaintiff re-alleges the allegations contained in Sections I through III above,  
21 and incorporates them as though fully set forth herein.

22 4.2 Defendant Imperial owed Plaintiff a duty of care and a duty to act reasonably  
23 by conducting safe and reasonable hiring practices, and to provide adequate training and  
24 supervision to the company's employees, agents, contractors or staff regarding the safe  
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1 operation of company issued motor vehicles in furtherance of the defendant corporation's  
2 business.

3 4.3 Defendant Imperial breached its duty of care and its duty to act reasonably by  
4 failing to properly hire, train and supervise its employees, truck drivers, agents, contractors,  
5 and staff, including Defendant Steven G. Neff, regarding the safe operation of utility trucks  
6 while conducting business for Imperial.  
7

8 4.4 Defendant Imperial breached its duty of care and its duty to act reasonably by  
9 negligently retaining Defendant Steven G. Neff as its employee and/or agent after it knew or  
10 had reason to know that this person posed a safety risk or danger to the public.  
11

12 4.5 As a result of the acts and omissions of Defendant Imperial as described herein,  
13 Plaintiff was injured, harmed, and sustained damages.  
14

## 15 **V. CAUSE OF ACTION**

### 16 **NEGLIGENT ENTRUSTMENT**

17 5.1 Plaintiff re-alleges the allegations contained in Sections I through IV above,  
18 and incorporates them as though fully set forth herein.  
19

20 5.2 Defendant Imperial entrusted the company motor vehicle to its employee or  
21 agent Steven G. Neff.

22 5.3 Defendant Imperial knew or should have known that Steven G. Neff was  
23 dangerous, reckless or incompetent to safely operate the company motor vehicle, and that  
24 said driver's dangerousness, recklessness or incompetence created an unreasonable risk of  
25 harm to the public.

1           5.4     Plaintiff's injuries and damages were proximately caused by the negligent  
2     entrustment of the company motor vehicle to Defendant Steven G. Neff.

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

5           6.1     The damages suffered by Plaintiff were not caused by any fault, carelessness,  
6     or negligence on his part, but were caused solely and proximately by the tortious acts and/or  
7     omissions of Defendants.

8           6.2     There are no other entities which caused or contributed to Plaintiff's injuries  
9     or damages.

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12           WHEREFORE, Plaintiff prays for judgment against Defendants, jointly and  
13     severally, as follows:

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16           1.     For all damages sustained by Plaintiff in an amount proven at trial, including  
17     past and future medical expenses and other health care expenses, pain and suffering, both  
18     mental and physical, past and future permanent partial disability and disfigurement, loss of  
19     enjoyment of life, damages to property, past and future special damages, loss of consortium,  
20     and other damages;

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

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

25           4.     Costs and disbursements pursuant to statute; and

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5. Other and further relief as this Court may deem just and equitable.

Dated this 29<sup>th</sup> day of March 2019.

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