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KING COUNTY
SUPERIOR COURT CLERK
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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

MARIA C. FEDERICI, a single woman,

NO. 06-2-11563-5 SEA

Plaintiff,

vs.

U-HAUL INTERNATIONAL, INC., a foreign
corporation, U-HAUL CO. OF
WASHINGTON, a Washington corporation,
CAPRON HOLDINGS, INC., d/b/a/ LAKE
HILLS TEXACO, a Washington corporation,
and JAMES HEFLEY and JANE DOE
HEFLEY, individually and the marital
community thereof,

**PLAINTIFF'S FIRST
AMENDED COMPLAINT**

Defendants.

COMES NOW the Plaintiff Maria C. Federici and claims and alleges as follows:

I. PARTIES

1.1 At all times material hereto, Plaintiff Maria C. Federici, was a single woman
residing in the City of Renton, King County, Washington.

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1 1.2 At all times material hereto, Defendant U-Haul International, Inc. (hereinafter
2 "U-Haul International") was a foreign corporation transacting business in the State of
3 Washington and in King County, Washington.

4 1.3 At all times material hereto, Defendant U-Haul Co. of Washington (hereinafter
5 "U-Haul of Washington") was a Washington corporation transacting business in the State of
6 Washington and in King County, Washington.

7 1.4 Based upon information and belief, Defendant U-Haul International was the
8 holding company for Defendant U-Haul of Washington and/or controlled the business activities
9 of Defendant U-Haul of Washington at all times material hereto.

11 1.5 At all times material hereto, Defendant Capron Holdings, Inc., dba Lake Hills
12 Texaco (hereinafter "Capron") was a Washington corporation transacting business in the State
13 of Washington and in King County, Washington. In its capacity as a U-Haul dealer, Defendant
14 Capron leased U-Haul products to the general public from its location at 106 148th Ave. NE,
15 Bellevue, Washington, 98007.

17 1.6 Based upon information and belief, Defendant U-Haul of Washington was the
18 local agent of Defendant U-Haul International for purposes of Defendant Capron's activities as
19 a U-Haul dealer at all times material hereto.

20 1.7 Based upon information and belief, Defendants James Hefley and Jane Doe
21 Hefley were husband and wife and residents of the State of Washington at all times material
22 hereto. The true first name of Defendant Jane Doe Hefley is unknown at this time and she is
23 sued under the fictional name "Jane Doe." All acts alleged herein done by James Hefley were
24 done for and on behalf of their marital community.
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II. JURISDICTION AND VENUE

2.1 Defendant U-Haul International, Defendant U-Haul of Washington, and Defendant Capron, at all times material hereto, were in the business of manufacturing, leasing and/or renting various kinds of equipment (hereinafter "leasing" and "renting" will be used synonymously), including trailers.

2.2 Defendant U-Haul International, Defendant U-Haul of Washington, and Defendant Capron, at all times material hereto, were the owners and lessors of a certain twelve (12) foot open utility trailer identified as RO 1906J with a "Texas Rental Trailer" license plate 79R 883 (hereinafter "the trailer"), which was rented to James Hefley in King County, Washington on February 22, 2004, under U-Haul Equipment Rental Contract Number 00018946.

2.3 The incident which caused the injuries to Plaintiff upon which this Complaint is based occurred on Interstate 405 near Renton, King County, Washington.

2.4 This Court has subject matter jurisdiction over this action pursuant to RCW 2.08.010.

2.5 This court has personal jurisdiction over the Defendants pursuant to RCW 4.28.185 because they transacted business within the State of Washington, committed tortious acts within the State of Washington, and owned, used, or possessed property within the State of Washington.

2.6 Venue is proper in King County pursuant to RCW 4.12.025(1) because Defendant U-Haul International, Defendant U-Haul of Washington and Defendant Capron transact business in King County, have an office for the transaction of business in King County,

1 and transacted business in King County at the time this cause of action arose. Venue is also
2 proper in King County pursuant to RCW 4.12.025(1) because the registered agents for service
3 of process for Defendant U-Haul of Washington and Defendant Capron reside in King County.
4 Venue is also proper in King County pursuant to RCW 4.12.025(3) because the torts alleged
5 herein occurred in King County.

6 7 **III. FACTS**

8 3.1 Injuries suffered by Plaintiff Maria Federici on February 22, 2004 were caused
9 when a piece of furniture was launched from the U-Haul open utility trailer identified herein,
10 smashed through the windshield of her car, and struck her face. Immediately before she was
11 injured, Plaintiff Maria Federici was driving southbound on Interstate 405 in a reasonable
12 manner and at a reasonable distance behind the U-Haul trailer being towed by a Dodge Ram
13 "quad cab" driven by Defendant James Hefley.

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15 3.2 The trailer from which the piece of furniture that struck Plaintiff was launched
16 was a U-Haul open utility trailer, identified as "the trailer" herein. There were no restrictions in
17 the contract as to the type of material that could be hauled in the trailer.

18 3.3 The trailer bears a stamp indicating that the trailer was manufactured by
19 Defendant U-Haul International. According to the jointly filed Form 10-K Annual Report
20 Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, filed for the fiscal year
21 ended March 31, 2005, Defendant U-Haul International manufactures U-Haul trailers at U-Haul
22 operated manufacturing and assembly facilities located throughout the United States.

23
24 3.4 James Hefley and U-Haul International, acting through its actual or apparent
25 agents, mutually consented at the time of the rental transaction that James Hefley shall act in
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1 such a way that was in U-Haul International's interest and/or on U-Haul International's behalf,
2 and further mutually consented that James Hefley would act subject to the control of U-Haul
3 International and/or its actual or apparent agents. As such, an agency relationship existed at the
4 time of the accident between U-Haul International and James Hefley.

5 3.5 James Hefley and U-Haul of Washington, acting through its actual or apparent
6 agents, mutually consented at the time of the rental transaction that James Hefley shall act in
7 such a way that was in U-Haul of Washington's interest and/or on U-Haul of Washington's
8 behalf, and further mutually consented that James Hefley would act subject to the control of U-
9 Haul of Washington and/or its actual or apparent agents. As such, an agency relationship
10 existed at the time of the accident between U-Haul of Washington and James Hefley.

12 3.6 James Hefley and Capron, acting through its actual or apparent agents, mutually
13 consented at the time of the rental transaction that James Hefley shall act in such a way that was
14 in Capron's interest and/or on Capron's behalf, and further mutually consented that James
15 Hefley would act subject to the control of Capron and/or its actual or apparent agents. As such,
16 an agency relationship existed at the time of the accident between Capron and James Hefley.

18 **IV. FIRST CAUSE OF ACTION: U-HAUL INTERNATIONAL,**
19 **STRICT LIABILITY FOR PRODUCT NOT REASONABLY SAFE**
20 **AS DESIGNED**

21 4.1 Plaintiff realleges the facts set forth in paragraphs 1.1 through 3.9 above as if
22 stated fully herein, and further alleges as follows:

23 4.2 U-Haul International is a product seller under RCW 7.72.010(1) because it is
24 engaged in the business of selling products.

1 4.3 U-Haul International is a manufacturer under RCW 7.72.010(2) because U-Haul
2 International designed, produced, made, fabricated, constructed, or remanufactured the trailer
3 before its sale to a user or consumer.

4 4.4 U-Haul International is a manufacturer under RCW 7.72.010(2) because U-Haul
5 International held itself out as the manufacturer of the trailer.

6 4.5 U-Haul International has the liability of a manufacturer under RCW
7 7.72.040(2)(d) because U-Haul International provided the plans or specifications for the
8 manufacture or preparation of the trailer and such plans or specifications were a proximate
9 cause of the defect in the trailer.
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11 4.6 U-Haul International has the liability of a manufacturer under RCW
12 7.72.040(2)(e) because the trailer was marketed under the trade name or brand name of U-Haul.

13 4.7 U-Haul International has the liability of a manufacturer under RCW 7.72.010 et
14 seq. because U-Haul International's leasing activities are sufficiently great to justify holding it
15 accountable for the acts of a manufacturer.
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17 4.8 The trailer was not reasonably safe as designed under RCW 7.72.030(1)(a)
18 because, at the time of manufacture, the likelihood that the trailer would cause injury or damage
19 similar to that claimed by Plaintiff Maria Federici, and the seriousness of such injury or damage,
20 outweighed the burden on U-Haul International to design a trailer that would have prevented the
21 injury or damage and outweighed the adverse effect that an alternative design that was practical
22 and feasible would have on the usefulness of the trailer.
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1 4.9 The trailer was not reasonably safe as designed under RCW 7.72.030(1)(a)
2 because the trailer was unsafe to an extent beyond that which would be contemplated by an
3 ordinary user.

4 4.10 The trailer was not reasonably safe as designed at the time the trailer left U-Haul
5 International's control.

6 4.11 The unsafe condition of the trailer was a proximate cause of injury and damage
7 to Plaintiff Maria Federici.
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9 **V. SECOND CAUSE OF ACTION: U-HAUL INTERNATIONAL**
10 **STRICT LIABILITY FOR DEFECT IN CONSTRUCTION**

11 5.1 Plaintiff realleges the facts set forth in paragraphs 1.1 through 4.11 above as if
12 stated fully herein, and further alleges as follows:

13 5.2 The trailer was not reasonably safe in construction under RCW 7.72.030(2)
14 because, when the trailer left the control of U-Haul International, the trailer deviated in some
15 material way from the design specifications or performance standards of U-Haul International,
16 or deviated in some material way from otherwise identical units in the same product line.
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18 5.3 The trailer was not reasonably safe in construction under RCW 7.72.030(2)
19 because the trailer was unsafe to an extent beyond that which would be contemplated by an
20 ordinary user.

21 5.4 U-Haul International supplied a product that was not reasonably safe in
22 construction at the time the product left U-Haul International's control.
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24 5.5 The unsafe condition of the trailer was a proximate cause of injury and damage
25 to Plaintiff Maria Federici.
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1 VI. THIRD CAUSE OF ACTION: U-HAUL INTERNATIONAL,
2 STRICT LIABILITY FOR FAILURE TO PROVIDE ADEQUATE
3 WARNINGS OR INSTRUCTIONS WITH THE PRODUCT

4 6.1 Plaintiff realleges the facts set forth in paragraphs 1.1 through 5.5 above as if
5 stated fully herein, and further alleges as follows:

6 6.2 Under RCW 7.72.030(1)(b), the trailer was not reasonably safe because adequate
7 warnings or instructions were not provided with the trailer because, at the time of manufacture,
8 the likelihood that the trailer would cause injury or damage similar to that claimed by Plaintiff
9 Maria Federici, and the seriousness of such injury or damage, rendered the warnings or
10 instructions of U-Haul International inadequate, and U-Haul International could have provided
11 adequate warnings or instructions.

12 6.3 Under RCW 7.72.030(1)(b), the trailer was not reasonably safe because adequate
13 warnings or instructions were not provided with the trailer because the trailer was unsafe to an
14 extent beyond that which would be contemplated by the ordinary user.

15 6.4 The unsafe condition of the trailer was a proximate cause of injury and damage
16 to Plaintiff Maria Federici.

17 VII. FOURTH CAUSE OF ACTION: U-HAUL INTERNATIONAL,
18 NEGLIGENT FAILURE TO PROVIDE ADEQUATE WARNINGS
19 AFTER THE PRODUCT WAS MANUFACTURED

20 7.1 Plaintiff realleges the facts set forth in paragraphs 1.1 through 6.4 above as if
21 stated fully herein, and further alleges as follows:

22 7.2 Under RCW 7.72.030(1)(c), the trailer was not reasonably safe because adequate
23 warnings or instructions were not provided after the trailer was manufactured because U-Haul
24 warnings or instructions were not provided after the trailer was manufactured because U-Haul
25 warnings or instructions were not provided after the trailer was manufactured because U-Haul
26 warnings or instructions were not provided after the trailer was manufactured because U-Haul

1 International learned, or a reasonably prudent manufacturer should have learned, about a danger
2 connected with the trailer after it was manufactured.

3 7.3 Under RCW 7.72.030(1)(c), U-Haul International had a duty to act with regard to
4 issuing warnings or instructions concerning the danger in the manner that a reasonably prudent
5 manufacturer would act in the same or similar circumstances.

6 7.4 The trailer was unsafe to an extent beyond that which would be contemplated by
7 an ordinary user.

8 7.5 The unsafe condition of the trailer was a proximate cause of injury and damage
9 to Plaintiff Maria Federici.
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11 **VIII. FIFTH CAUSE OF ACTION: U-HAUL INTERNATIONAL,**
12 **NEGLIGENT FAILURE TO WARN**

13 8.1 Plaintiff realleges the facts set forth in paragraphs 1.1 through 7.5 above as if
14 stated fully herein, and further alleges as follows:

15 8.2 As a manufacturer or supplier of products made available for lease to customers
16 of U-Haul dealers, U-Haul International had a duty to exercise reasonable care to warn
17 customers of U-Haul dealers of dangers associated with the products leased from U-Haul,
18 dealers.
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20 8.3 U-Haul International knew or had reason to know that the trailer was or was
21 likely to be dangerous for the use for which it was supplied.

22 8.4 U-Haul International had no reason to believe that those for whose use the trailer
23 was supplied would realize its dangerous condition.

24 8.5 U-Haul International failed to exercise reasonable care to inform James Hefley of
25 the dangerous condition of the trailer or of the facts which would make it likely to be dangerous.
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1 8.6 The failure of U-Haul International to exercise reasonable care to warn James
2 Hefley of the dangerous condition of the trailer or of the facts which would make it likely to be
3 dangerous proximately caused injury to Plaintiff Maria Federici.

4 8.7 Had James Hefley been warned by U-Haul International of the dangerous
5 condition of the trailer or of the facts which would make it likely to be dangerous, he would
6 have secured the load that was launched from the trailer and not proximately caused injury to
7 Plaintiff Maria Federici.

9 **IX. SIXTH CAUSE OF ACTION: U-HAUL INTERNATIONAL,**
10 **NEGLIGENT LEASE OF CHATTEL FOR IMMEDIATE USE**

11 9.1 Plaintiff realleges the facts set forth in paragraphs 1.1 through 8.7 above as if
12 stated fully herein, and further alleges as follows:

13 9.2 As a manufacturer or supplier of products made available for lease to customers
14 of U-Haul dealers, U-Haul International had a duty to exercise reasonable care to make the
15 trailer safe for immediate use or to disclose the trailer's actual condition to customers.

16 9.3 U-Haul International knew or should have known that James Hefley would
17 immediately use the trailer.

18 9.4 U-Haul International failed to exercise reasonable care to make the trailer safe
19 for immediate use or to disclose the trailer's actual condition to James Hefley.

20 9.5 The negligence of U-Haul International in failing to exercise reasonable care to
21 make the trailer safe for immediate use or to disclose the trailer's actual condition to James
22 Hefley proximately caused injury to Plaintiff Maria Federici.

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1 X. SEVENTH CAUSE OF ACTION: U-HAUL INTERNATIONAL,
2 NEGLIGENT PROVISION OF CHATTEL UNLIKELY TO BE
3 MADE SAFE FOR USE

4 10.1 Plaintiff realleges the facts set forth in paragraphs 1.1 through 9.5 above as if
5 stated fully herein, and further alleges as follows:

6 10.2 As a manufacturer or supplier of products made available for lease to customers
7 of U-Haul dealers, U-Haul International had a duty to exercise reasonable care not to provide
8 for lease to customers chattels that were unlikely to be made safe for use.

9 10.3 U-Haul International supplied the trailer to James Hefley knowing or having
10 reason to know that the trailer was unlikely to be made reasonably safe before being put to a use
11 which U-Haul International should expect it to be put.

12 10.4 James Hefley was ignorant of the dangerous character of the trailer.

13 10.5 The negligence of U-Haul International in supplying the trailer to James Hefley,
14 knowing or having reason to know that the trailer was unlikely to be made reasonably safe
15 before James Hefley put it to a use which U-Haul International should expect it to be put,
16 proximately caused injury to Plaintiff Maria Federici.

17 XI. EIGHTH CAUSE OF ACTION: U-HAUL INTERNATIONAL,
18 NEGLIGENT ENTRUSTMENT

19 11.1 Plaintiff realleges the facts set forth in paragraphs 1.1 through 10.5 above as if
20 stated fully herein, and further alleges as follows:

21 11.2 As a manufacturer or supplier of products made available for lease to customers
22 of U-Haul dealers, U-Haul International and/or its actual or apparent agents exercised control
23 over the trailer and was responsible for the use of the trailer for purposes of negligent
24 over the trailer and was responsible for the use of the trailer for purposes of negligent
25 over the trailer and was responsible for the use of the trailer for purposes of negligent
26 over the trailer and was responsible for the use of the trailer for purposes of negligent

1 entrustment.

2 11.3 U-Haul International and/or its actual or apparent agents knew, or should have
3 known in the exercise of ordinary care, that James Hefley at the time of the rental transaction
4 was reckless, heedless, or incompetent.

5 11.4 The negligence of U-Haul International and/or its actual or apparent agents in
6 entrusting the trailer to James Hefley, knowing or having reason to know that James Hefley at
7 the time of the rental transaction was reckless, heedless, or incompetent, proximately caused
8 injury to Plaintiff Maria Federici.
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10 **XII. NINTH CAUSE OF ACTION: U-HAUL OF WASHINGTON,**
11 **STRICT LIABILITY FOR PRODUCT NOT REASONABLY SAFE**
12 **AS DESIGNED**

13 12.1 Plaintiff realleges the facts set forth in paragraphs 1.1 through 11.4 above as if
14 stated fully herein, and further alleges as follows:

15 12.2 U-Haul of Washington is a product seller under RCW 7.72.010(1) because it is
16 engaged in the business of selling products.

17 12.3 U-Haul of Washington has the liability of a manufacturer under RCW
18 7.72.040(2)(c) because U-Haul of Washington is a controlled subsidiary of U-Haul
19 International.
20

21 12.4 U-Haul of Washington has the liability of manufacturer under RCW
22 7.72.040(2)(e) because the trailer was marketed under a trade name or brand name of U-Haul.

23 12.5 U-Haul of Washington has the liability of a manufacturer under RCW 7.72.010
24 et seq. because U-Haul of Washington's leasing activities are sufficiently great to justify
25 holding it accountable for the acts of a manufacturer.
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1 12.6 The trailer was not reasonably safe as designed under RCW 7.72.030(1)(a)
2 because, at the time of manufacture, the likelihood that the trailer would cause injury or damage
3 similar to that claimed by Plaintiff Maria Federici, and the seriousness of such injury or damage,
4 outweighed the burden on U-Haul of Washington to design a trailer that would have prevented
5 the injury or damage and outweighed the adverse effect that an alternative design that was
6 practical and feasible would have on the usefulness of the trailer.

7 12.7 The trailer was not reasonably safe as designed under RCW 7.72.030(1)(a)
8 because the trailer was unsafe to an extent beyond that which would be contemplated by an
9 ordinary user.

10 12.8 The trailer was not reasonably safe as designed at the time the trailer left U-Haul
11 of Washington's control.

12 12.9 The unsafe condition of the trailer was a proximate cause of injury and damage
13 to Plaintiff Maria Federici.

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16 **XIII. TENTH CAUSE OF ACTION: U-HAUL OF WASHINGTON,**
17 **STRICT LIABILITY FOR DEFECT IN CONSTRUCTION**

18 13.1 Plaintiff realleges the facts set forth in paragraphs 1.1 through 12.9 above as if
19 stated fully herein, and further alleges as follows:

20 13.2 The trailer was not reasonably safe in construction under RCW 7.72.030(2)
21 because, when the trailer left the control of U-Haul of Washington, the trailer deviated in some
22 material way from the design specifications or performance standards of U-Haul of Washington,
23 or deviated in some material way from otherwise identical units in the same product line.

1 13.3 The trailer was not reasonably safe in construction under RCW 7.72.030(2)
2 because the trailer was unsafe to an extent beyond that which would be contemplated by an
3 ordinary user.

4 13.4 U-Haul of Washington supplied a product that was not reasonably safe in
5 construction at the time the product left U-Haul of Washington's control.

6 13.5 The unsafe condition of the trailer was a proximate cause of injury and damage
7 to Plaintiff Maria Federici.
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9 **XIV. ELEVENTH CAUSE OF ACTION: U-HAUL OF WASHINGTON,**
10 **STRICT LIABILITY FOR FAILURE TO PROVIDE ADEQUATE**
11 **WARNINGS OR INSTRUCTIONS WITH THE PRODUCT**

12 14.1 Plaintiff realleges the facts set forth in paragraphs 1.1 through 13.5 above as if
13 stated fully herein, and further alleges as follows:

14 14.2 Under RCW 7.72.030(1)(b), the trailer was not reasonably safe because adequate
15 warnings or instructions were not provided with the trailer because, at the time of manufacture,
16 the likelihood that the trailer would cause injury or damage similar to that claimed by Plaintiff
17 Maria Federici, and the seriousness of such injury or damage, rendered the warnings or
18 instructions of U-Haul of Washington inadequate, and U-Haul of Washington could have
19 provided adequate warnings or instructions.
20

21 14.3 Under RCW 7.72.030(1)(b), the trailer was not reasonably safe because adequate
22 warnings or instructions were not provided with the trailer because the trailer is unsafe to an
23 extent beyond that which would be contemplated by the ordinary user.

24 14.4 The unsafe condition of the trailer was a proximate cause of injury and damage
25 to Plaintiff Maria Federici.
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1 XV. TWELFTH CAUSE OF ACTION: U-HAUL OF WASHINGTON,
2 NEGLIGENT FAILURE TO PROVIDE ADEQUATE WARNINGS
3 AFTER THE PRODUCT WAS MANUFACTURED

4 15.1 Plaintiff realleges the facts set forth in paragraphs 1.1 through 14.4 above as if
5 stated fully herein, and further alleges as follows:

6 15.2 Under RCW 7.72.030(1)(c), the trailer was not reasonably safe because adequate
7 warnings or instructions were not provided after the trailer was manufactured because U-Haul of
8 Washington learned, or a reasonably prudent manufacturer should have learned, about a danger
9 connected with the trailer after it was manufactured.

10 15.3 Under RCW 7.72.030(1)(c), U-Haul of Washington had a duty to act with regard
11 to issuing warnings or instructions concerning the danger in the manner that a reasonably
12 prudent manufacturer would act in the same or similar circumstances.

13 15.4 The trailer was unsafe to an extent beyond that which would be contemplated by
14 an ordinary user.

15 15.5 The unsafe condition of the trailer was a proximate cause of injury and damage
16 to Plaintiff Maria Federici.

17 XVI. THIRTEENTH CAUSE OF ACTION: U-HAUL OF
18 WASHINGTON, NEGLIGENT FAILURE TO WARN

19 16.1 Plaintiff realleges the facts set forth in paragraphs 1.1 through 15.5 above as if
20 stated fully herein, and further alleges as follows:

21 16.2 As a manufacturer or supplier of products made available for lease to customers
22 of U-Haul dealers, U-Haul of Washington had a duty to exercise reasonable care to warn
23 customers of U-Haul dealers of dangers associated with the products leased from U-Haul
24 dealers.
25 dealers.
26 dealers.

1 16.3 U-Haul of Washington knew or had reason to know that the trailer was or was
2 likely to be dangerous for the use for which it was supplied.

3 16.4 U-Haul of Washington had no reason to believe that those for whose use the
4 trailer was supplied would realize its dangerous condition.

5 16.5 U-Haul of Washington failed to exercise reasonable care to inform James Hefley
6 of the dangerous condition of the trailer or of the facts which would make it likely to be
7 dangerous.
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9 16.6 The failure of U-Haul of Washington to exercise reasonable care to warn James
10 Hefley of the dangerous condition of the trailer or of the facts which would make it likely to be
11 dangerous proximately caused injury to Plaintiff Maria Federici.

12 16.7 Had James Hefley been warned by U-Haul of Washington of the dangerous
13 condition of the trailer or of the facts which would make it likely to be dangerous, he would
14 have secured the load that was launched from the trailer and not proximately caused injury to
15 Plaintiff Maria Federici.
16

17 **XVII. FOURTEENTH CAUSE OF ACTION: U-HAUL OF**
18 **WASHINGTON, NEGLIGENT LEASE OF CHATTEL FOR**
19 **IMMEDIATE USE**

20 17.1 Plaintiff realleges the facts set forth in paragraphs 1.1 through 16.7 above as if
21 stated fully herein, and further alleges as follows:

22 17.2 As a manufacturer or supplier of products made available for lease to customers
23 of U-Haul dealers, U-Haul of Washington had a duty to exercise reasonable care to make the
24 trailer safe for immediate use or to disclose the trailer's actual condition to customers.
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1 17.3 U-Haul of Washington knew or should have known that James Hefley would
2 immediately use the trailer.

3 17.4 U-Haul of Washington failed to exercise reasonable care to make the trailer safe
4 for immediate use or to disclose the trailer's actual condition to James Hefley.

5 17.5 The negligence of U-Haul of Washington in failing to exercise reasonable care to
6 make the trailer safe for immediate use or to disclose the trailer's actual condition to James
7 Hefley proximately caused injury to Plaintiff Maria Federici.
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9 **XVIII. FIFTEENTH CAUSE OF ACTION: U-HAUL OF WASHINGTON,**
10 **NEGLIGENT PROVISION OF CHATTEL UNLIKELY TO BE**
11 **MADE SAFE FOR USE**

12 18.1 Plaintiff realleges the facts set forth in paragraphs 1.1 through 17.5 above as if
13 stated fully herein, and further alleges as follows:

14 18.2 As a manufacturer or supplier of products made available for lease to customers
15 of U-Haul dealers, U-Haul of Washington had a duty to exercise reasonable care not to provide
16 for lease to customers chattels that were unlikely to be made safe for use.

17 18.3 U-Haul of Washington supplied the trailer to James Hefley knowing or having
18 reason to know that the trailer was unlikely to be made reasonably safe before being put to a use
19 which U-Haul of Washington should expect it to be put.
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21 18.4 James Hefley was ignorant of the dangerous character of the trailer.

22 18.5 The negligence of U-Haul of Washington in supplying the trailer for lease to
23 James Hefley, knowing or having reason to know that the trailer was unlikely to be made
24 reasonably safe before James Hefley put it to a use which U-Haul of Washington should expect
25 it to be put, proximately caused injury to Plaintiff Maria Federici.
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1 20.3 Capron has the liability of a manufacturer under RCW 7.72.010 et seq. because
2 Capron's leasing activities are sufficiently great to justify holding it accountable for the acts of a
3 manufacturer.

4 20.4 The trailer was not reasonably safe as designed under RCW 7.72.030(1)(a)
5 because, at the time of manufacture, the likelihood that the trailer would cause injury or damage
6 similar to that claimed by Plaintiff Maria Federici, and the seriousness of such injury or damage,
7 outweighed the burden on Capron to design a trailer that would have prevented the injury or
8 damage and outweighed the adverse effect that an alternative design that was practical and
9 feasible would have on the usefulness of the trailer.

11 20.5 The trailer was not reasonably safe as designed under RCW 7.72.030(1)(a)
12 because the trailer was unsafe to an extent beyond that which would be contemplated by an
13 ordinary user.

14 20.6 The trailer was not reasonably safe as designed at the time the trailer left
15 Capron's control.

17 20.7 The unsafe condition of the trailer was a proximate cause of injury and damage
18 to Plaintiff Maria Federici.

19 **XXI. EIGHTEENTH CAUSE OF ACTION: CAPRON, STRICT**
20 **LIABILITY FOR DEFECT IN CONSTRUCTION**

21 21.1 Plaintiff realleges the facts set forth in paragraphs 1.1 through 20.7 above as if
22 stated fully herein, and further alleges as follows:

24 21.2 The trailer was not reasonably safe in construction under RCW 7.72.030(2)
25 because, when the trailer left the control of Capron, the trailer deviated in some material way
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1 from the design specifications or performance standards of Capron, or deviated in some material
2 way from otherwise identical units in the same product line.

3 21.3 The trailer was not reasonably safe in construction under RCW 7.72.030(2)
4 because the trailer was unsafe to an extent beyond that which would be contemplated by an
5 ordinary user.

6 21.4 Capron supplied a product that was not reasonably safe in construction at the
7 time the product left Capron's control.

8 21.5 The unsafe condition of the trailer was a proximate cause of injury and damage
9 to Plaintiff Maria Federici.
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11 **XXII. NINETEENTH CAUSE OF ACTION: CAPRON, STRICT**
12 **LIABILITY FOR FAILURE TO PROVIDE ADEQUATE**
13 **WARNINGS OR INSTRUCTIONS WITH THE PRODUCT**

14 22.1 Plaintiff realleges the facts set forth in paragraphs 1.1 through 21.5 above as if
15 stated fully herein, and further alleges as follows:

16 22.2 Under RCW 7.72.030(1)(b), the trailer was not reasonably safe because adequate
17 warnings or instructions were not provided with the trailer because, at the time of manufacture,
18 the likelihood that the trailer would cause injury or damage similar to that claimed by Plaintiff
19 Maria Federici, and the seriousness of such injury or damage, rendered the warnings or
20 instructions of Capron inadequate, and Capron could have provided adequate warnings or
21 instructions.
22

23 22.3 Under RCW 7.72.030(1)(b), the trailer was not reasonably safe because adequate
24 warnings or instructions were not provided with the trailer because the trailer was unsafe to an
25 extent beyond that which would be contemplated by the ordinary user.
26

1 22.4 The unsafe condition of the trailer was a proximate cause of injury and damage
2 to Plaintiff Maria Federici.

3 **XXIII. TWENTIETH CAUSE OF ACTION: CAPRON, NEGLIGENT**
4 **FAILURE TO PROVIDE ADEQUATE WARNINGS AFTER THE**
5 **PRODUCT WAS MANUFACTURED**

6 23.1 Plaintiff realleges the facts set forth in paragraphs 1.1 through 22.4 above as if
7 stated fully herein, and further alleges as follows:

8 23.2 Under RCW 7.72.030(1)(c), the trailer was not reasonably safe because adequate
9 warnings or instructions were not provided after the trailer was manufactured because Capron
10 learned, or a reasonably prudent manufacturer should have learned, about a danger connected
11 with the trailer after it was manufactured.

12 23.3 Under RCW 7.72.030(1)(c), Capron had a duty to act with regard to issuing
13 warnings or instructions concerning the danger in the manner that a reasonably prudent
14 manufacturer would act in the same or similar circumstances.

15 23.4 The trailer was unsafe to an extent beyond that which would be contemplated by
16 an ordinary user.

17 23.5 The unsafe condition of the trailer was a proximate cause of injury and damage
18 to Plaintiff Maria Federici.

19 **XXIV. TWENTY-FIRST CAUSE OF ACTION: CAPRON, NEGLIGENT**
20 **FAILURE TO WARN**

21 24.1 Plaintiff realleges the facts set forth in paragraphs 1.1 through 23.5 above as if
22 stated fully herein, and further alleges as follows:

1 24.2 As a manufacturer or supplier of products made available for lease to customers,
2 Capron had a duty to exercise reasonable care to warn customers of dangers associated with the
3 products Capron leased.

4 24.3 Capron knew or had reason to know that the trailer was or was likely to be
5 dangerous for the use for which it was supplied.

6 24.4 Capron had no reason to believe that those for whose use the trailer was supplied
7 would realize its dangerous condition.

8 24.5 Capron failed to exercise reasonable care to inform James Hefley of the
9 dangerous condition of the trailer or of the facts which would make it likely to be dangerous.
10

11 24.6 The failure of Capron to exercise reasonable care to warn James Hefley of the
12 dangerous condition of the trailer or of the facts which would make it likely to be dangerous
13 proximately caused injury to Plaintiff Maria Federici.

14 24.7 Had James Hefley been warned by Capron of the dangerous condition of the
15 trailer or of the facts which would make it likely to be dangerous, he would have secured the
16 load that was launched from the trailer and not proximately caused injury to Plaintiff Maria
17 Federici.
18

19 **XXV. TWENTY-SECOND CAUSE OF ACTION: CAPRON,**
20 **NEGLIGENT LEASE OF CHATTEL FOR IMMEDIATE USE**

21 25.1 Plaintiff realleges the facts set forth in paragraphs 1.1 through 24.7 above as if
22 stated fully herein, and further alleges as follows:

23 25.2 As a manufacturer or supplier of products made available for lease to customers,
24 Capron had a duty to exercise reasonable care to make the trailer safe for immediate use or to
25 disclose the trailer's actual condition to customers.
26

1 25.3 Capron knew or should have known that James Hefley would immediately use
2 the trailer.

3 25.4 Capron failed to exercise reasonable care to make the trailer safe for immediate
4 use or to disclose the trailer's actual condition to James Hefley.

5 25.5 The negligence of Capron in failing to exercise reasonable care to make the
6 trailer safe for immediate use or to disclose the trailer's actual condition to James Hefley
7 proximately caused injury to Plaintiff Maria Federici.
8

9 **XXVI. TWENTY-THIRD CAUSE OF ACTION: CAPRON, NEGLIGENT**
10 **PROVISION OF CHATTEL UNLIKELY TO BE MADE SAFE FOR**
11 **USE**

12 26.1 Plaintiff realleges the facts set forth in paragraphs 1.1 through 25.5 above as if
13 stated fully herein, and further alleges as follows:

14 26.2 As a manufacturer or supplier of products made available for lease to customers,
15 Capron had a duty to exercise reasonable care not to provide chattels to its customers that were
16 unlikely to be made safe for use.

17 26.3 Capron supplied the trailer to James Hefley knowing or having reason to know
18 that the trailer was unlikely to be made reasonably safe before being put to a use which Capron
19 should expect it to be put.
20

21 26.4 James Hefley was ignorant of the dangerous character of the trailer.

22 26.5 The negligence of Capron in supplying the trailer to James Hefley, knowing or
23 having reason to know that the trailer was unlikely to be made reasonably safe before James
24 Hefley put it to a use which Capron should expect it to be put, proximately caused injury to
25 Plaintiff Maria Federici.
26

1 **XXVII. TWENTY-FOURTH CAUSE OF ACTION: U-HAUL OF**
2 **WASHINGTON, NEGLIGENT ENTRUSTMENT**

3 27.1 Plaintiff realleges the facts set forth in paragraphs 1.1 through 26.5 above as if
4 stated fully herein, and further alleges as follows:

5 27.2 As a manufacturer or supplier of products made available for lease to customers
6 of U-Haul dealers, Capron and/or its actual or apparent agents exercised control over the trailer
7 and was responsible for the use of the trailer for purposes of negligent entrustment.

8 27.3 Capron and/or its actual or apparent agents knew, or should have known in the
9 exercise of ordinary care, that James Hefley at the time of the rental transaction was reckless,
10 heedless, or incompetent.

11 27.4 The negligence of Capron and/or its actual or apparent agents in entrusting the
12 trailer to James Hefley, knowing or having reason to know that James Hefley at the time of the
13 rental transaction was reckless, heedless, or incompetent, proximately caused injury to Plaintiff
14 Maria Federici.
15

16
17 **XXVIII. TWENTY-FIFTH CAUSE OF ACTION: JAMES HEFLEY,**
18 **NEGLIGENCE**

19 28.1 Plaintiff realleges the facts set forth in paragraphs 1.1 through 27.4 above as if
20 stated fully herein, and further alleges as follows:

21 28.2 James Hefley was negligent in his use of the trailer he rented from Defendants
22 on February 22, 2004.

23 28.3 The negligence of James Hefley in his use of the trailer he rented from
24 Defendants on February 22, 2004 proximately caused injury to Plaintiff Maria Federici.
25

26 //

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XXIX. GENERAL DAMAGES

29.1 As a direct and proximate result of the acts and omissions of the Defendants, Plaintiff Maria Federici has suffered severe permanent injuries and disability including but not limited to loss of both eyes, complete blindness, brain injury, and disfigurement.

29.2 As a direct and proximate result of the acts and omissions of the Defendants, Plaintiff Maria Federici has suffered in the past and will continue to suffer for the remainder of her life both physical and mental pain, distress and loss of enjoyment of life.

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XXX. SPECIAL DAMAGES

30.1 As a direct and proximate result of the acts and omissions of the Defendants, Plaintiff Maria Federici has suffered loss of earnings and earning capacity in the past and will continue to suffer this loss permanently.

30.2 As a direct and proximate result of the acts and omissions of the Defendants, Plaintiff Maria Federici has suffered expenses for care and medical treatment in the past and will continue to suffer this loss permanently.

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XXXI. PRAYER FOR JUDGMENT

WHEREFORE, Plaintiff Maria Federici prays for judgment against Defendant U-Haul International, Defendant U-Haul of Washington, Defendant Capron, and Defendant James Hefley in an amount to be proven at trial for all damages allowed under the law, including but not limited to the following:

A. For judgment for damages suffered by Plaintiff in an amount to be proven at trial, said judgment to be joint and several pursuant to RCW 4.22.070;

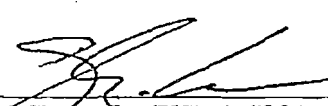
1 B. For prejudgment interest at the statutory rate on all items of special damages
2 including, without limitation, expenses of medical care and treatment and lost income;

3 C. For an award of attorneys' fees and costs incurred herein; and

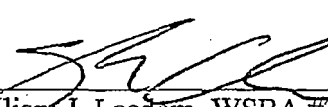
4 D. For such other and further relief as the court deems just and equitable under the
5 circumstances.

6 DATED this 15th day of June, 2007.

9 SIMON H. FORGETTE, P.S.

10
11 By  (For)
12 Simon Forgette, WSBA #9911
13 J. Murray Kleist, WSBA #1465 #35337
14 Attorneys for Plaintiff

15 BENNETT BIGELOW & LEEDOM, P.S.

16
17 By  (For)
18 William J. Leedom, WSBA #2321
19 Elizabeth A. Leedom, WSBA #14335 #35337
20 Timothy E. Allen, WSBA #35337
21 Attorneys for Plaintiff

22
23
24
25 w:\wdclient\2153\00000\mm712873.doc
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2006 APR -4 AM 11:38

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

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

MARIA FEDERICI

vs

U-HAUL INTERNATIONAL

Plaintiff(s)

Defendant(s)

NO. 06-2-11563-5 SEA

Order Setting Civil Case Schedule (*ORSCS)

ASSIGNED JUDGE Spearman 18

FILE DATE: 04/04/2006

TRIAL DATE: 09/17/2007

A civil case has been filed in the King County Superior Court and will be managed by the Case Schedule on Page 3 as ordered by the King County Superior Court Presiding Judge.

I. NOTICES

NOTICE TO PLAINTIFF: The Plaintiff may serve a copy of this **Order Setting Case Schedule (Schedule)** on the Defendant(s) along with the **Summons and Complaint/Petition**. Otherwise, the Plaintiff shall serve the **Schedule** on the Defendant(s) within 10 days after the later of: (1) the filing of the **Summons and Complaint/Petition** or (2) service of the Defendant's first response to the **Complaint/Petition**, whether that response is a **Notice of Appearance**, a response, or a Civil Rule 12 (CR 12) motion. The **Schedule** may be served by regular mail, with proof of mailing to be filed promptly in the form required by Civil Rule 5 (CR 5).

"I understand that I am required to give a copy of these documents to all parties in this case."

Timothy E. Allen | [Signature]
Print Name Sign Name 35337

I. NOTICES (continued)

NOTICE TO ALL PARTIES:

All attorneys and parties should make themselves familiar with the King County Local Rules [KCLR] – especially those referred to in this *Schedule*. In order to comply with the *Schedule*, it will be necessary for attorneys and parties to pursue their cases vigorously from the day the case is filed. For example, discovery must be undertaken promptly in order to comply with the deadlines for joining additional parties, claims, and defenses, for disclosing possible witnesses [See KCLR 26], and for meeting the discovery cutoff date [See KCLR 37(g)].

CROSSCLAIMS, COUNTERCLAIMS AND THIRD PARTY COMPLAINTS:

A filing fee of \$200 must be paid when any answer that includes additional claims is filed in an existing case.

SHOW CAUSE HEARINGS FOR CIVIL CASES [King County Local Rule 4(g)]

A Confirmation of Joinder, Claims and Defenses or a Statement of Arbitrability must be filed by the deadline in the schedule. A review of the case will be undertaken to confirm service of the original complaint and to verify that all answers to claims, counterclaims and cross-claims have been filed. If those mandatory pleadings are not in the file, a *Show Cause Hearing* will be set before the Chief Civil or RJC judge. The Order to Show Cause will be mailed to all parties and designated parties or counsel are required to attend.

PENDING DUE DATES CANCELED BY FILING PAPERS THAT RESOLVE THE CASE:

When a final decree, judgment, or order of dismissal of all parties and claims is filed with the Superior Court Clerk's Office, and a courtesy copy delivered to the assigned judge, all pending due dates in this *Schedule* are automatically canceled, including the scheduled Trial Date. It is the responsibility of the parties to 1) file such dispositive documents within 45 days of the resolution of the case, and 2) strike any pending motions by notifying the bailiff to the assigned judge.

Parties may also authorize the Superior Court to strike all pending due dates and the Trial Date by filing a *Notice of Settlement* pursuant to KCLR 41, and forwarding a courtesy copy to the assigned judge. If a final decree, judgment or order of dismissal of all parties and claims is not filed by 45 days after a *Notice of Settlement*, the case may be dismissed with notice.

If you miss your scheduled Trial Date, the Superior Court Clerk is authorized by KCLR 41(b)(2)(A) to present an *Order of Dismissal*, without notice, for failure to appear at the scheduled Trial Date.

NOTICES OF APPEARANCE OR WITHDRAWAL AND ADDRESS CHANGES:

All parties to this action must keep the court informed of their addresses. When a Notice of Appearance/Withdrawal or Notice of Change of Address is filed with the Superior Court Clerk's Office, parties must provide the assigned judge with a courtesy copy.

ARBITRATION FILING AND TRIAL DE NOVO POST ARBITRATION FEE:

A Statement of Arbitrability must be filed by the deadline on the schedule if the case is subject to **mandatory arbitration** and service of the original complaint and all answers to claims, counterclaims and cross-claims have been filed. If mandatory arbitration is required after the deadline, parties must obtain an order from the assigned judge transferring the case to arbitration. **Any party filing a Statement must pay a \$220 arbitration fee.** If a party seeks a trial de novo when an arbitration award is appealed, a fee of \$250 and the request for trial de novo must be filed with the Clerk's Office Cashiers.

NOTICE OF NON-COMPLIANCE FEES:

All parties will be assessed a fee authorized by King County Code 4.71.050 whenever the Superior Court Clerk must send notice of non-compliance of schedule requirements and/or Local Rule 41.

King County Local Rules are available for viewing at www.metrokc.gov/kcsccl.


II. CASE SCHEDULE

CASE EVENT	DEADLINE or EVENT DATE	Filing Needed
Case Filed and Schedule Issued.	Tue 04/04/2006	*
Confirmation of Service [See KCLR 4.1].	Tue 05/02/2006	*
Last Day for Filing Statement of Arbitrability without a Showing of Good Cause for Late Filing [See KCLMAR 2.1(a) and Notices on Page 2]. \$220 arbitration fee must be paid	Tue 09/12/2006	*
DEADLINE to file Confirmation of Joinder if not subject to Arbitration. [See KCLR 4.2(a) and Notices on Page 2]. Show Cause hearing will be set if Confirmation is not filed, or if the Confirmation does not have all signatures, or if all answers have not been filed, or judgment on default has not been filed, or Box 2 is checked.	Tue 09/12/2006	*
DEADLINE for Hearing Motions to Change Case Assignment Area. [See KCLR 82(e)]	Tue 09/26/2006	
DEADLINE for Disclosure of Possible Primary Witnesses [See KCLR 26(b)].	Mon 04/16/2007	
DEADLINE for Disclosure of Possible Additional Witnesses [See KCLR 26(b)].	Tue 05/29/2007	
DEADLINE for Jury Demand [See KCLR 38(b)(2)].	Mon 06/11/2007	*
DEADLINE for Setting Motion for a Change in Trial Date [See KCLR 40(e)(2)].	Mon 06/11/2007	*
DEADLINE for Discovery Cutoff [See KCLR 37(g)].	Mon 07/30/2007	
DEADLINE for Engaging in Alternative Dispute Resolution [See KCLR 16(c)].	Mon 08/20/2007	
DEADLINE for Exchange Witness & Exhibit Lists & Documentary Exhibits [See KCLR 16(a)(4)].	Mon 08/27/2007	
DEADLINE to file Joint Confirmation of Trial Readiness [See KCLR 16(a)(2)].	Mon 08/27/2007	*
DEADLINE for Hearing Dispositive Pretrial Motions [See KCLR 56; CR 56].	Tue 09/04/2007	
Joint Statement of Evidence [See KCLR 16(a)(5)].	Mon 09/10/2007	*
Trial Date [See KCLR 40].	Mon 09/17/2007	

III. ORDER

Pursuant to King County Local Rule 4 [KCLR 4], IT IS ORDERED that the parties shall comply with the schedule listed above. Penalties, including but not limited to sanctions set forth in Local Rule 4(g) and Rule 37 of the Superior Court Civil Rules, may be imposed for non-compliance. It is FURTHER ORDERED that the party filing this action must serve this *Order Setting Civil Case Schedule* and attachment on all other parties.

DATED: 04/04/2006



 PRESIDING JUDGE

IV. ORDER ON CIVIL PROCEEDINGS FOR ASSIGNMENT TO JUDGE

READ THIS ORDER PRIOR TO CONTACTING YOUR ASSIGNED JUDGE

This case is assigned to the Superior Court Judge whose name appears in the caption of this *Schedule*. The assigned Superior Court Judge will preside over and manage this case for all pre-trial matters.

COMPLEX LITIGATION: If you anticipate an unusually complex or lengthy trial, please notify the assigned court as soon as possible.

The following procedures hereafter apply to the processing of this case:

APPLICABLE RULES:

a. Except as specifically modified below, all the provisions of King County Local Rules 4 through-26 shall apply to the processing of civil cases before Superior Court Judges.

CASE SCHEDULE AND REQUIREMENTS:

A. Show Cause Hearing: A Show Cause Hearing will be held before the Chief Civil/Chief RJC judge if the case does not have confirmation of service on all parties, answers to all claims, crossclaims, or counterclaims as well as the confirmation of joinder or statement of arbitrability filed before the deadline in the attached case schedule. All parties will receive an *Order to Show Cause* that will set a specific date and time for the hearing. Parties and/or counsel who are required to attend will be named in the order.

B. Pretrial Order: An order directing completion of a Joint Confirmation of Trial Readiness Report will be mailed to all parties approximately six (6) weeks before trial. **This order will contain deadline dates for the pretrial events listed in King County Local Rule 16:**

- 1) Settlement/Mediation/ADR Requirement;
- 2) Exchange of Exhibit Lists;
- 3) Date for Exhibits to be available for review;
- 4) Deadline for disclosure of witnesses;
- 5) Deadline for filing Joint Statement of Evidence;
- 6) Trial submissions, such as briefs, Joint Statement of Evidence, jury instructions;
- 7) voir dire questions, etc;
- 8) Use of depositions at trial;
- 9) Deadlines for nondispositive motions;
- 10) Deadline to submit exhibits and procedures to be followed with respect to exhibits;
- 11) Witnesses – identity, number, testimony;

C. Joint Confirmation regarding Trial Readiness Report: No later than twenty one (21) days before the trial date, parties shall complete and file (with a copy to the assigned judge) a joint confirmation report setting forth whether a jury demand has been filed, the expected duration of the trial, whether a settlement conference has been held, and special problems and needs (e.g. interpreters, equipment), etc. If parties wish to request a CR 16 conference, they must contact the assigned court. Plaintiff/petitioner's counsel is responsible for contacting the other parties regarding said report.

D. Settlement/Mediation/ADR:

1) Forty five (45) days before the Trial Date, counsel for plaintiff shall submit a written settlement demand. Ten (10) days after receiving plaintiff's written demand, counsel for defendant shall respond (with a counteroffer, if appropriate).

2) Twenty eight (28) days before the Trial Date, a settlement/mediation/ADR conference shall have been held. **FAILURE TO COMPLY WITH THIS SETTLEMENT CONFERENCE REQUIREMENT MAY RESULT IN SANCTIONS.**

E. Trial: Trial is scheduled for 9:00 a.m. on the date on the *Schedule* or as soon thereafter as convened by the court. The Friday before trial, the parties should access the King County Superior Court website at www.metrokc.gov/kcsc to confirm trial judge assignment. Information can also be obtained by calling (206) 205-5984.

MOTIONS PROCEDURES:

A. Noting of Motions

Dispositive Motions: All Summary Judgment or other motions that dispose of the case in whole or in part will be heard with oral argument before the assigned judge. The moving party must arrange with the courts a date and time for the hearing, consistent with the court rules.

King County Local Rule 7 and King County Local Rule 56 govern procedures for all summary judgment or other motions that dispose of the case in whole or in part. The local rules can be found at www.metrokc.gov/kcsccl.

Nondispositive Motions: These motions, which include discovery motions, will be ruled on by the assigned judge without oral argument, unless otherwise ordered. All such motions must be noted for a date by which the ruling is requested; this date must likewise conform to the applicable notice requirements. Rather than noting a time of day, the *Note for Motion* should state "Without Oral Argument." King County Local Rule 7 governs these motions, which include discovery motions. The local rules can be found at www.metrokc.gov/kcsccl.

Motions in Family Law Cases not involving children: Discovery motions to compel, motions in limine, motions relating to trial dates and motions to vacate judgments/dismissals shall be brought before the assigned judge. All other motions should be noted and heard on the Family Law Motions Calendar. King County Local Rule 7 and King County Family Law Local Rules govern these procedures. The local rules can be found at www.metrokc.gov/kcsccl.

Emergency Motions: Emergency motions will be allowed only upon entry of an Order.

Shortening Time. However, emergency discovery disputes may be addressed by telephone call, and without written motion, if the judge approves.

Filing of Documents All original documents must be filed with the Clerk's Office. *The working copies of all documents in support or opposition must be marked on the upper right corner of the first page with the date of consideration or hearing and the name of the assigned judge.* The assigned judge's working copy must be delivered to his/her courtroom or to the judges' mailroom. Do not file working copies with the Motions Coordinator, except those motions to be heard on the Family Law Motions Calendar, in which case the working copies should be filed with the Family Law Motions Coordinator.

Original Proposed Order: Each of the parties must include in the working copy materials submitted on any motion an original proposed order sustaining his/her side of the argument. Should any party desire a copy of the order as signed and filed by the judge, a preaddressed, stamped envelope shall accompany the proposed order.

Presentation of Orders: All orders, agreed or otherwise, must be presented to the assigned judge. If that judge is absent, contact the assigned court for further instructions. If another judge enters an order on the case, counsel is responsible for providing the assigned judge with a copy.

Proposed orders finalizing settlement and/or dismissal by agreement of all parties shall be presented to the assigned judge or in the Ex Parte Department. Formal proof in Family Law cases must be scheduled before the assigned judge by contacting the bailiff, or formal proof may be entered in the Ex Parte Department. If final orders and/or formal proof are entered in the Ex Parte Department, counsel is responsible for providing the assigned judge with a copy.

C. Form: Memoranda/briefs for matters heard by the assigned judge may not exceed twenty four (24) pages for dispositive motions and twelve (12) pages for nondispositive motions, unless the assigned judge permits over-length memoranda/briefs in advance of filing. Over-length memoranda/briefs and motions supported by such memoranda/briefs may be stricken.

IT IS SO ORDERED. FAILURE TO COMPLY WITH THE PROVISIONS OF THIS ORDER MAY RESULT IN DISMISSAL OR OTHER SANCTIONS. PLAINTIFF/PETITIONER SHALL FORWARD A COPY OF THIS ORDER AS SOON AS PRACTICABLE TO ANY PARTY WHO HAS NOT RECEIVED THIS ORDER.



PRESIDING JUDGE

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KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

KING CO SUPERIOR C
BARBARA MINER
DIRECTOR & SUPERIOR COURT CLERK
SEATTLE WA

06-2-11563-5

Receipt Date	Acct. Date	Time
04/04/2006	04/04/2006	11:41 AM
Receipt/Item #	Tran-Code	Docket-Code
2006-13-05925/01	1140	SJDR12
Cashier: JSS		

Paid By: BENNETT, BIGELOW
Jury Fee Amount: \$250.00

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

MARIA C. FEDERICI, a single woman,

Plaintiff,

vs.

U-HAUL INTERNATIONAL, INC., a foreign
corporation, U-HAUL CO. OF
WASHINGTON, a Washington corporation,
CAPRON HOLDINGS, INC., d/b/a/ LAKE
HILLS TEXACO, a Washington corporation,
and JAMES HEFLEY and JANE DOE
HEFLEY, individually and the marital
community thereof,

Defendants.

06-2-11563-5 SEA
NO. SEA

JURY DEMAND

[] 6 JURORS

[X] 12 JURORS

(Clerk's Action Required)

TO: THE CLERK OF THE COURT

AND TO: Defendants

Pursuant to Washington Court Rules, CR 38(b), and any local rule of the above-
entitled Court, the undersigned elects to have this case tried by a jury of [] 6 [X] 12
persons and herewith deposits with the clerk of the court the required fee of \$250.

1 **Select One From The Following** (check all local rules):

2 ☐ No Case Scheduling Order governs this case

3 Trial Setting Date is: _____

4
5 ☒ A Case Scheduling Order governs this case

6 Deadline for filing the jury demand is: 6/11/2007

7
8
9 ☐ A Note For Trial Docket was filed on the date of _____

10
11 ☐ Other: _____

12
13
14 DATED this 4th day of April, 2006.

15
16 SIMON H. FORGETTE, P.S.

17 By Simon Forgette
18 Simon Forgette, WSBA #9911
19 J. Murray Kleist, WSBA #1465
20 Attorneys for Plaintiff

21 BENNETT BIGELOW & LEEDOM, P.S.

22 By William J. Leedom
23 William J. Leedom, WSBA #2321
24 Elizabeth A. Leedom, WSBA #14335
25 Timothy E. Allen, WSBA #35337
26 Attorneys for Plaintiff

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KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

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BARBARA ADLER
DIRECTOR & SUPERIOR COURT CLERK
SEATTLE WA

06-2-11563-5

Recpt. Date	Acct. Date	Time
04/04/2006	04/04/2006	11:39 AM

Receipt/Item #	Trans-Code	Docket-Code
2006-13-65924/01	1100	OFFR
Cashier: JES		

Paid By: BENNETT, BIGELOW
Transaction Amount: \$200.00

KING COUNTY SUPERIOR COURT
CASE ASSIGNMENT DESIGNATION
and
CASE INFORMATION COVER SHEET
(cics)

In accordance with LR82(e), a faulty document fee of \$15 will be assessed to new case filings missing this sheet pursuant to King County Code 4.71.100.

CASE NUMBER:

06-2-11563-5 SEA

CASE CAPTION:

Federici v. U-Haul International Inc. et al.

I certify that this case meets the case assignment criteria, described in King County LR 82(e), for the:

☒ Seattle Area, defined as:

All of King County north of Interstate 90 and including all of the Interstate 90 right-of-way; all the cities of Seattle, Mercer Island, Bellevue, Issaquah and North Bend; and all of Vashon and Maury Islands.

☐ Kent Area, defined as:

All of King County south of Interstate 90 except those areas included in the Seattle Case Assignment Area.

Signature of Petitioner/Plaintiff

Date

or

Signature of Attorney for
Petitioner/Plaintiff

Date

35337
WSBA Number

**KING COUNTY SUPERIOR COURT
CASE ASSIGNMENT DESIGNATION
and**

CASE INFORMATION COVER SHEET

Please check one category that best describes this case for indexing purposes. Accurate case indexing not only saves time but helps in forecasting judicial resources. A faulty document fee of \$15 will be assessed to new case filings missing this sheet pursuant to Administrative Rule 2 and King County Code 4.71.100.

APPEAL/REVIEW

- ☐ Administrative Law Review (ALR 2)*
- ☐ DOL Implied Consent—Test Refusal—only RCW 46.20.308 (DOL 2)*
- ☐ DOL- all other appeals (ALR 2) *

CONTRACT/COMMERCIAL

- ☐ Breach of Contract (COM 2)*
- ☐ Commercial Contract (COM 2)*
- ☐ Commercial Non-Contract (COL 2)*
- ☐ Meretricious Relationship (MER 2)*
- ☐ Third Party Collection (COL 2)*

DOMESTIC RELATIONS

- ☐ Annulment/Invalidity (INV3)*
with dependent children? Y / N; wife pregnant? Y / N
- ☐ Child Custody (CUS 3)*
- ☐ Nonparental Custody (CUS 3)*
- ☐ Dissolution With Children (DIC 3)*
- ☐ Dissolution With No Children (DIN 3)*
wife pregnant? Y / N
- ☐ Enforcement/Show Cause- Out of County (MSC 3)
- ☐ Establish Residential Sched/Parenting Plan(PPS 3)* ££
- ☐ Establish Supprt Only (PPS 3)* ££
- ☐ Legal Separation (SEP 3)*
with dependent children? Y / N; wife pregnant? Y / N
- ☐ Mandatory Wage Assignment (MWA 3)
- ☐ Modification (MOD 3)*
- ☐ Modification - Support Only (MDS 3)*
- ☐ Out-of-state Custody Order Registration (FJU 3)
- ☐ Out-of-State Support Court Order Registration (FJU 3)
- ☐ Reciprocal, Respondent Out of County (ROC 3)
- ☐ Reciprocal, Respondent in County (RIC 3)
- ☐ Relocation Objection/Modification (MOD 3)*

ADOPTION/PATERNITY

- ☐ Adoption (ADP 5)
- ☐ Challenge to Acknowledgment of Paternity (PAT 5)*
- ☐ Challenge to Denial of Paternity (PAT 5)*
- ☐ Confidential Intermediary (MSC 5)
- ☐ Establish Parenting Plan-Existing King County Paternity (MSC 5)*
- ☐ Initial Pre-Placement Report (PPR 5)
- ☐ Modification (MOD 5)*
- ☐ Modification-Support Only (MDS 5)*
- ☐ Paternity, Establish/Disestablish. (PAT 5)*
- ☐ Paternity/UIFSA (PUR 5)*
- ☐ Out-of-State Custody Order Registration (FJU 5)
- ☐ Out-of-State Support Order Registration (FJU5)
- ☐ Relinquishment (REL 5)
- ☐ Relocation Objection/Modification (MOD 5)*
- ☐ Rescission of Acknowledgment of Paternity (PAT 5)*
- ☐ Rescission of Denial of Paternity (PAT 5)*
- ☐ Termination of Parent-Child Relationship (TER 5)

DOMESTIC VIOLENCE/ANTI-HARASSMENT

- ☐ Civil Harassment (HAR 2)
- ☐ Confidential Name Change (CHN 5)
- ☐ Domestic Violence (DVP 2)
- ☐ Domestic Violence with Children (DVC 2)
- ☐ Foreign Protection Order (FPO 2)
- ☐ Vulnerable Adult Protection (VAP 2)

££ Paternity Affidavit or Existing/Paternity is not an issue and NO other case exists in King County* The filing party will be given an appropriate case schedule. ** Case schedule will be issued after hearing and findings.

**KING COUNTY SUPERIOR COURT
CASE ASSIGNMENT DESIGNATION**

**and
CASE INFORMATION COVER SHEET**

Please check one category that best describes this case for indexing purposes. Accurate case indexing not only saves time but helps in forecasting judicial resources. A faulty document fee of \$15 will be assessed to new case filings missing this sheet pursuant to Administrative Rule 2 and King County Code 4.71.100.

PROPERTY RIGHTS

- ☐ Condemnation/Eminent Domain (CON 2)*
- ☐ Foreclosure (FOR 2)*
- ☐ Land Use Petition (LUP 2)*
- ☐ Property Fairness (PFA 2)*
- ☐ Quiet Title (QTI 2)*
- ☐ Unlawful Detainer (UND 2)

JUDGMENT

- ☐ Confession of Judgment (MSC 2)*
- ☐ Judgment, Another County, Abstract (ABJ 2)
- ☐ Judgment, Another State or Country (FJU 2)
- ☐ Tax Warrant (TAX 2)
- ☐ Transcript of Judgment (TRJ 2)

OTHER COMPLAINT/PETITION

- ☐ Action to Compel/Confirm Private Binding Arbitration (MSC 2)
- ☐ Certificate of Rehabilitation (MSC 2)
- ☐ Change of Name (CHN 2)
- ☐ Deposit of Surplus Funds (MSC 2)
- ☐ Emancipation of Minor (EOM 2)
- ☐ Frivolous Claim of Lien (MSC 2)
- ☐ Injunction (INJ 2)*
- ☐ Interpleader (MSC 2)
- ☐ Malicious Harassment (MHA 2)*
- ☐ Non-Judicial Filing (MSC 2)
- ☐ Other Complaint/Petition (MSC 2)*
- ☐ Seizure of Property from the Commission of a Crime (SPC 2)*
- ☐ Seizure of Property Resulting from a Crime (SPR 2)*
- ☐ Structured Settlements (MSC 2)*
- ☐ Subpoena (MSC 2)

PROBATE/GUARDIANSHIP

- ☐ Absentee (ABS 4)
- ☐ Disclaimer (DSC4)
- ☐ Estate (EST 4)
- ☐ Foreign Will (FNW 4)
- ☐ Guardian (GDN4)
- ☐ Limited Guardianship (LGD 4)
- ☐ Minor Settlement (MST 4)
- ☐ Notice to Creditors - Only (NNC 4)
- ☐ Trust (TRS 4)
- ☐ Trust Estate Dispute Resolution Act/POA (TDR 4)
- ☐ Will Only—Deceased (WLL4)

TORT, MEDICAL MALPRACTICE

- ☐ Hospital (MED 2)*
- ☐ Medical Doctor (MED 2)*
- ☐ Other Health Care Professional (MED 2)*

TORT, MOTOR VEHICLE

- ☐ Death (TMV 2)*
- ☐ Non-Death Injuries (TMV 2)*
- ☐ Property Damage Only (TMV 2)*

TORT, NON-MOTOR VEHICLE

- ☐ Asbestos (PIN 2)**
- ☐ Implants (PIN 2)
- ☐ Other Malpractice (MAL 2)*
- ☒ Personal Injury (PIN 2)*
- ☐ Products Liability (TTO 2)*
- ☐ Property Damage (PRP 2)*
- ☐ Wrongful Death (WDE 2)*
- ☐ Tort, Other (TTO 2)*

WRIT

- ☐ Habeas Corpus (WHC 2)
- ☐ Mandamus (WRM 2)**
- ☐ Review (WRV 2)**

* The filing party will be given an appropriate case schedule. ** Case schedule will be issued after hearing and findings.

FILED

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KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA.

HONORABLE MICHAEL SPEARMAN

SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

MARIA C. FEDERICI, a single woman,

Plaintiff,

vs.

U-HAUL INTERNATIONAL, INC., a foreign
corporation, U-HAUL CO. OF
WASHINGTON, a Washington corporation,
CAPRON HOLDINGS, INC., d/b/a LAKE
HILLS TEXACO, a Washington corporation,
and JAMES HEFLEY and JANE DOE
HEFLEY, individually and the marital
community thereof,

Defendants.

NO. 06-2-11563-5SEA

CERTIFICATE OF SERVICE

The undersigned hereby certifies under penalty of perjury under the laws of the
State of Washington that on April 6, 2006, I caused a true and correct copy of (1)
Summons; (2) Complaint; (3) Civil Case Schedule; (4) Jury and this (3) Certificate of
Service to be delivered via legal messenger to:

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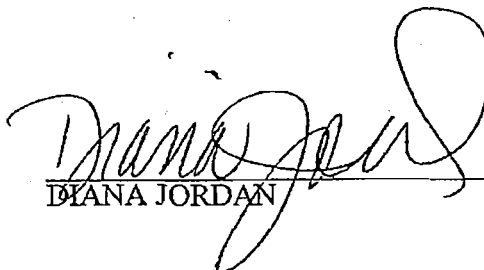
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Kurt D. Bennett
The Law Offices of Kurt D. Bennett
1001 Fourth Avenue, Suite 3200
Seattle, WA 98154


DIANA JORDAN

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