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7 **SUPERIOR COURT OF WASHINGTON**
8 **FOR SNOHOMISH COUNTY**

9 Ann Forrester, an individual,
10 Plaintiff,

11 vs.

12 Mercury Parcel Service, a corporation, and Richard Hart,
13 an individual,
14 Defendant.

Case No.:

COMPLAINT FOR DAMAGES

DEMAND FOR JURY

15 COMES NOW, Plaintiff Ann Forrester by and through her attorney of record, and complains and alleges as
16 follows:

17 **I. PARTIES**

18 1.1 Plaintiff. At all relevant times hereto, Plaintiff Ann Forrester, an individual, was a resident of Snohomish
19 County, located in the State of Washington.

20 1.2 Defendants. At all relevant times hereto, Defendant Mercury Parcel Service (hereinafter "MPS") a
21 corporation, incorporated in the State of Kentucky, with a regional center located in King County, located in the
22 State of Washington, and doing business in Snohomish County, also located in the State of Washington.
23 Additionally, at all relevant times hereto, Defendant Richard Hart (Hereinafter "Hart"), an individual, was a resident
24 of Snohomish County, located in the State of Washington, and was employed by Defendant MPS as a parcel
25 delivery driver.

26 **II. JURISDICTION AND VENUE**

27 2.1 Jurisdiction. Defendants are within the jurisdiction of this court. Defendant MPS conducts business in the
28 State of Washington, including Snohomish County, and has a regional office in the State of Washington.

1 Additionally, Defendant Hart resides in the State of Washington, in the County of Snohomish. Furthermore, all acts
2 asserted herein occurred in Snohomish County, in the State of Washington.

3 2.2 Venue. Venue is proper in Snohomish County because Defendant MPS transacts business in Snohomish
4 County, and Defendant Hart resides and works in Snohomish County. Moreover, the specific acts alleged herein all
5 occurred in Snohomish County.

6 III. COUNT ONE: NEGLIGENCE OF MERCURY PARCEL SERVICE

7 3.1 Duty of Care. Defendant MPS had a duty to prevent its drivers from operating its vehicles when adverse
8 conditions such as weather, driver alertness, or fatigue exist that may impact its drivers' ability to operate the vehicle
9 safely. MPS had a duty to effectively supervise its employee to avoid risk of harm to others.

10 3.2 Breach of Duty. At approximately 7:00 a.m. on January 25, 2024, on Mt. Pilchuck Rd. NE, in Lake
11 Stevens, WA MPS's employed commercial driver, Richard Hart, lost control of the delivery van he was driving
12 owned by MPS. MPS breached its duty by allowing its driver Richard Hart to operate the vehicle during adverse
13 conditions that made driving a risk of harm to others. MPS also breached its duty to effectively supervise its driver,
14 knowing the driver had two previous infractions.

15 3.3 Causation. Defendant MPS's breach of its duty of care was both the cause-in-fact and the proximate
16 cause of Plaintiff's injuries.

17 3.4 Damages. As a result of Defendant MPS's breach of its duty of care, the Plaintiff suffered damages.

18 IV. COUNT TWO: NEGLIGENCE OF RICHARD HART

19 4.1 Duty of Care. Defendant had a duty to exercise extreme caution while operating a commercial vehicle in
20 adverse weather, such as icy roads or windy conditions, when such conditions adversely affect traction or the ability
21 to control the vehicle. Defendant also had a duty to reduce speed in adverse conditions, as well as to cease to operate
22 the vehicle, based on his experience of worsening conditions in the previous two hours.

23 4.2 Breach of Duty. At approximately 7 a.m. on January 25, 2024, on Mt. Pilchuck Rd. NE, in Lake Stevens,
24 WA, Defendant Hart lost control of the delivery van owned by his employer, MPS, during extreme weather
25 conditions, icy roads, and while fatigued. Hart was pre-occupied with reaching a break after his next stop, the
26 location of acts contained herein, which impacted his ability to exercise extreme caution. He knew that roads were
27 very icy, that conditions had been terrible for the past few hours, but did not reduce his speed or take actions to
28 avoid losing control of his vehicle.

1 4.3 Causation. Defendant Hart's breach of his duty of care was both the cause-in-fact and the proximate
2 cause of Plaintiff's injuries.

3 4.4 Damages. As a result of Defendant Hart's breach of its duty of care, the Plaintiff suffered damages.

4 V. DAMAGES

5 5.1 As a direct and proximate result of the negligence alleged herein, Plaintiff has suffered severe physical
6 injuries and is entitled to be compensated for her injuries.

7 5.2 As a direct and proximate result of the negligence alleged herein, Plaintiff has incurred, and will continue
8 to incur, medical expenses and other out-of-pocket expenses and is entitled to be compensated therefore.

9 5.3 As a direct and proximate result of the negligence alleged herein, Plaintiff has suffered, and will continue
10 to suffer, severe physical pain and suffering and is entitled to be compensated therefore.

11 5.4 As a direct and proximate result of the negligence alleged herein, Plaintiff has suffered lost wages and is
12 entitled to be compensated therefore.

13 5.5 As a direct and proximate result of the negligence alleged herein, Plaintiff's earning capacity has been
14 diminished and she is entitled to be compensated therefore.

15 5.6 Plaintiff is entitled to attorney fees.

16 5.7 Plaintiff is entitled to prejudgment interest on all medical and out-of-pocket expenses directly and
17 proximately caused by the negligence alleged herein.

18 5.8 Plaintiff is entitled to costs and disbursements herein.

19 WHEREFORE the plaintiff requests:

20 VI. PRAYER FOR RELIEF

21 6.1 For an award of damages compensating Plaintiff for her physical injuries, in an amount to be proven
22 at trial.

23 6.2 For an award of damages compensating Plaintiff for her past and future medical and out-of-pocket
24 expenses, in an amount to be proven at trial.

25 6.3 For an award of damages compensating Plaintiff for her past and future pain and suffering, in an
26 amount to be proven at trial.

27 6.4 For an award of damages compensating Plaintiff for her lost wages, in an amount to be proven at
28 trial.

6.5 For an award of damages compensating Plaintiff for her diminished earning capacity in an amount to be proven at trial.

6.6 For an award of Plaintiff's attorney fees in an amount to be proven at trial.

6.7 For an award of prejudgment interest on all medical and out-of-pocket expenses directly and proximately caused by the negligence alleged herein, in an amount to be proven at trial.

6.8 For an award of damages compensating Plaintiff for her costs and disbursements herein, in an amount to be proven at trial.

6.9 For such other further relief and the court deems just and equitable.

Dated this day of Month, year.

Scott Haddock, WSBA # 39008
Attorney for Plaintiff