

NO. 42136-4-II
COURT OF APPEALS, DIVISION II
OF THE STATE OF WASHINGTON

SUSAN KARLMAN,
Appellant,

v.

DAMIANN D. KEGNEY,
Respondent

FILED
COURT OF APPEALS
DIVISION II
11 SEP 28 PM 12:17
STATE OF WASHINGTON
BY  DEPUTY

APPEAL FROM THE SUPERIOR COURT FOR KITSAP COUNTY
THE HONORABLE JAY B. ROOF

APPELLANT'S OPENING BRIEF

MARTIN D. FOX, P.S.
By: Martin D. Fox, WSBA #996
Attorney for Appellant
2033 Sixth Avenue, Suite 800
Seattle, WA 98121
(206) 728-0588

TABLE OF CONTENTS

TABLE OF AUTHORITIES.....	ii
I. FACTS.....	1
II. ISSUES.....	4
III. LAW.....	5
A. DEFENDANT’S WILLFUL VIOLATIONS AND OBFUSCATION OF DISCOVERY WAIVED AND COURT RULES ANY OBJECTION TO A CR 15(a) AMENDMENT TO CORRECT THE NAME OF THE DEFENDANT.....	5
B. THE DEFENDANT DISREGARDED COURT RULE CR 12(i).....	12
C. THE TRIAL COURT IS WITHOUT DISCRETION TO DENY A MOTION FOR AN AMENDMENT UNDER CR 15(c) IF THE MOVING PARTY MEETS THE REQUIREMENTS OF THE RULE.....	14
D. WHERE ONE NAMED DEFENDANT HAS BEEN SERVED WITHIN THE STATUTE A MISNAMED DEFENDANT WILL NOT BE PREJUDICED BY BEING ADDED TO THE COMPLAINT BECAUSE THE STATUTE IS TOLLED.....	15
IV. CONCLUSION.....	16
V. APPENDIX.....	A-C
Answer to Complaint and Affirmative Defenses, Appendix A.....	2
Plaintiff’s First Interrogatories and Requests for Production to Defendant Damiann D. Kegney,	

Appendix B.....	2
Defendant Damiann D. Kegney's Responses to Plaintiff's First Interrogatories and Requests For Production, Appendix C.....	3

TABLE OF AUTHORITIES

Table of Cases

<i>Bunko v. City of Puyallup Civil Service Com 'n</i> , 95 Wash.App. 495, 500, 975 P.2d 1055, 1059 (Wash.App. Div. 2, 1999).....	15
<i>Craig v. Ludy</i> , 95 Wash.App. 715, 720, 926 P.2d 1248, 1251 (Wash.App. Div. 3, 1999)	12
<i>Lybbert v. Grant County</i> , 141 Wash.2d 29, 1 P.3d 1124 (2000).....	13, 15, 16
<i>Nepstad v. Beasley</i> , 77 Wash.App. 459, 892 P. 110 (1995)	6, 7, 8, 9
<i>Perrin v. Stensland</i> , 158 Wash.App. 185, 200, 240 P.3d 1189, 1196 (Wash.App. Div. 1, 2010).....	5, 14
<i>Sidis v. Brodie/Dohrmann, Inc.</i> , 117 Wash.2d 325, 329, 815 P.2d 781 (1991).....	15
<i>South Hollywood Hills Citizens Ass 'n for Preservation Neighborhood Safety</i> , 101 Wash.2d 68, 677 P.2d 114 (1984).....	6
<i>Teller v. APM Terminals</i> , 134 Wash.App. 696, 142 P.3d 179 (Wash.App. Div. 2, 2006).....	10
<i>Wakeman v. Lommers</i> , 67 Wash.App. 819, 823, 840 P.2d 232, 234 (Wash.App. Div. 1, 1992)	15

Rules

CR 12(i).....	2, 4, 11, 12
CR 15(a).....	5

CR 15(c).....	.4, 5, 6, 7, 10, 14
RCW 4.16.170.....	15
RCW 4.22.070.....	12

I. FACTS

The appellant Susan Karlmann was injured as a motorcycle passenger on May 26, 2007 on defendant Fernando Maffei's motorcycle. The accident occurred when Mr. Maffei was passing a line of automobiles on SR 109, a two lane highway, returning from Ocean Shores and the Kegney vehicle at the front of the line of cars made a left turn in his path. Ms. Karlmann was thrown from the motorcycle and injured in the accident. CP 1-5.

Although Ms. Karlmann was an innocent passenger and in no way responsible for the accident, the case was unable to settle because the insurance companies representing Mr. Maffei, Progressive, and Kegney, the Farmers Insurance Company, could not agree how to apportion the damages to Ms. Karlmann between them. All correspondence between plaintiff and Farmers identified Damiann Kegney as the policy holder of the left turning vehicle. CP 97-104.

As a result of the irreconcilable dispute between the two insurance companies on October 14, 2009, over nine months prior to statute of limitations running, Ms. Karlmann filed an action against both Kegney and Maffei. The complaint mistakenly named Damiann Kegney, the owner of the vehicle, as the **male** driver of the left turning vehicle. CP 1-5. Co-Defendant Maffei was served on November 29, 2009. CP 6.

Jeff Lanthorn, Counsel at the firm of Hollenbeck and Lancaster appeared for defendant Kegney on December 4, 2010. CP 9-11. Plaintiff corresponded on January 25, 2010 for Mr. Lanthorn to answer plaintiff's complaint. CP. CP 104. On March 12, 2010 Mr. Somers of Hollenbeck and Lancaster substituted for Mr. Lanthorn of the same firm. CP 15-17.

After repeated requests on March 29, 2010 defendant Kegney answered the complaint with a general denial and affirmatively blaming Mr. Maffei for the accident. Defendant Damiann Kegney did not deny being the driver, or identify and plead her son David as a non party at fault entity as required pursuant to CR 12(i). (Appendix A). CP 18-21.

Standard contention interrogatories, authorized by the Superior Court of King County, were served on Defendant Kegney on February 3, 2010. (Appendix B). Among the questions asked included a question asking whether or not the parties were named properly or included in the complaint. CP. 97-98, 108-119.

Interrogatory No. 26: Do you allege some other **PERSON** caused or contributed to the **INCIDENT**, and is therefore liable for its proportionate fault under RCW 4.22.070. If so, please state the name, address, and telephone number of each such **PERSON** caused or contributed to the **INCIDENT**.

The defendants did not answer the interrogatories within 30 days as required by the rules. In response to plaintiff's repeated requests for Defendant Kegney's answers Plaintiff's were told that the file was being

transferred to another attorney in the same firm and the new attorney needed more time to answer. CP 97-98.

The defendants did not provide plaintiff with the answers to the interrogatories until June 3, 2010 (after the May 26, 2010 statute). Interrogatory 22 was answered stating that David Kegney was the driver of the vehicle involved in the accident. The interrogatories contained damage estimates of the Kegney vehicle, photographs of the scene and the Kegney vehicle, and other evidence demonstrating knowledge of the accident. (Appendix C). CP. 97-98, 108-119.

Deposition discovery prior to the statute of limitations was also obfuscated by the Kegney defendants. The deposition of Damiann Kegney was scheduled on April 28, 2010 one month before the statute of limitations was to run. The day before the deposition counsel for Kegney called stating neither he nor his client were available for deposition, and upon his request the depositions were deliberately continued until July 7, after the May 26, 2010 statute. CP 74-75.

On August 13, 2010 depositions of the Kegnays were taken by plaintiff. The vehicle being driven at the time of the accident a Chevrolet Impala was owned by both Damiann Kegney and her son David Kegney at different times. Evidently, about eight months prior to the accident the vehicle was in David's name and his mother Damiann, took it back. Prior

to that time David was buying the vehicle from her. At the time of the accident David had no other vehicle. David informed his mother of the accident within three of four hours of its occurrence, and his mother made David aware within three or four days of service the complaint on her by mistake. CP 138-146. The Farmers Insurance Company, as primary insurer on the vehicle, would be responsible for providing coverage for the accident regardless who was driving.

II. ISSUES

1. Will the willful actions of the defense in delaying and obfuscating discovery of the plaintiff waive the failure of the plaintiff to properly name the defendant?
2. Will the willful failure of the defendant to plead and identify a non party defendant pursuant to CR 12(i) waive the misnomer of a defendant?
3. Did the trial court lack discretion to deny CR 15(c) Motion to Amend where the plaintiff met the requirements of the rule?
4. Where the plaintiff has served one defendant within the applicable limitations period and misnamed another is the statute of limitations tolled to the misnamed defendant?

III. LAW

A. **Defendant's Willful Violations and Obfuscation of Discovery Waived and Court Rules Any Objection to a CR 15(a) amendment to correct the name of the defendant.**

Rule 15 (c) has been historically interpreted liberally to allow the parties to try their claims on the merits where there is no prejudice to the non moving party.

CR 15(c) is to be liberally construed on the side of allowance of relation back of an amendment that adds or substitutes a new party after the statute of limitations has run, particularly where the opposing party will be put to no disadvantage. Our Supreme Court adopted this guiding principle in *DeSantis v. Angelo Merlino & Sons, Inc.*, 71 Wash.2d 222, 427 P.2d 728 (1967), relying on commentary in Moore's Federal Practice concerning the analogous federal rule... The Supreme Court reversed, applying the predecessor rule to CR 15(c). Because no prejudice to the substituted party could result from relation back, refusing to allow it "would be to sanction manifest injustice." *DeSantis*, 71 Wash.2d at 225, 427 P.2d 728. *Perrin v. Stensland* 158 Wash.App. 185, 194, 240 P.3d 1189, 1193 (Wash.App. Div. 1, 2010).}

Further, repose typically is not given to a defendant who knew or should have understood that he escaped suit during the limitations period only because of a mistake of identity. *Perrin v. Stensland*, 158 Wash.App. 185, 200, 240 P.3d 1189, 1196 (Wash.App. Div. 1, 2010).

CR 15(c) allows a party to amend her complaint and add a party retroactively where the amendment meets defined criteria in the Rule which are all met in the present case. 1) That the party had notice of the institution of the action and would not be prejudiced by defending the

action on its merits. Here the putative defendant David Kegney knew about the lawsuit and the mistaken misnomer in the lawsuit designating his mother as a defendant rather than him. Further, since the auto he was driving was owned by his mother her insurance will both provide him with an attorney and will indemnify him for any liability he might have as if he were named properly in the first place.

2) The second prong is that he knew or should have known that he should have been a party to the suit. In the present case he knew he was the proper party in the suit in which his mother was mistakenly named. He knew of the existence of the lawsuit within several days of its original service. Further, the carrier responsible for the accident, Farmers, knew of the suit.

In addition the requirements of CR 15(c) the case law precedent has added the condition that the failure of the plaintiff to properly name the defendant was not due to inexcusable neglect in the failure to properly add a party retroactively to the lawsuit. *South Hollywood Hills Citizens Ass'n for Preservation Neighborhood Safety*, 101 Wash.2d 68, 677 P.2d 114 (1984).

In *Nepstad v. Beasley*, 77 Wash.App. 459, 892 P.2d 110 (1995) the court carved out an exception in the inexcusable neglect standard where the amendment requested was to correct a misnomer rather than to

add a new defendant, whose identity had been previously known to plaintiff or plaintiff's counsel. In *Nepstad* plaintiff sought leave for "an amendment changing the party against whom a claim is asserted" which fell squarely within the language of CR 15(c).

By contrast, none of the plaintiffs in the "inexcusable neglect" cases misidentified the defendant. Rather, the plaintiffs in those cases failed to name all necessary parties and moved to amend to add the additional parties. The Supreme Court recognized this distinction in the leading "inexcusable neglect" case, *North St. Ass'n*, when it distinguished the case before it from *DeSantis*. The court pointed out that *DeSantis* was a case of "mistaken capacity, misnomer or oversight", while *North St. Ass'n*, involved no such mistake, but was simply an effort to add new parties. *North St. Ass'n*, 96 Wash.2d at 368, 635 P.2d 721. The court announced that the inexcusable neglect requirement applied to joinder of additional parties, but never stated that the requirement applied to cases of substitution to correct a mistaken identity. *North St. Ass'n*, at 368, 635 P.2d 721. The case at bar falls into the *468 latter category and it therefore appears that inexcusable neglect should not in itself bar amendment. *Nepstad v. Beasley*, 77 Wash.App. 459, 467-468, 892 P.2d 110, 115 (Wa..App. Div. 2, 1995).

Nepstad, supra involved rather analogous facts to the present case.

In *Nepstad* the driver, daughter Fox, was driving her mother's car at the time of her accident with Mrs. *Nepstad*. Ms. Fox's mother, Mrs. *Beasley* who was the owner of the car and the owner of the insurance on the car, was misnamed and served by mistake. As in the *Karlmann* case, in *Nepstad* the plaintiff had corresponded with the insurance company regarding the accident and the party insured was always referred to as

Mrs. Beasley. Also as in the present case, the daughter Ms. Fox knew that her mother had been served with the complaint by mistake. Similarly both cases, Ms. Fox and Mr. Kegney each transferred the car involved in the accident to their respective parent due to financial issues so the parent could insure the car.

In addition to related factual issues, there were also discovery issues common to both cases. In both cases interrogatories were served on the defendant which would have identified the proper parties more than 30 days prior to the statute of limitations running, but were not timely answered by defendants. In both cases the trial court did not allow the amendment and ultimately dismissed the case. However the Court of Appeals in *Nepstad* found an abuse of discretion because the trial court made its decision on untenable grounds.

The court announced that the inexcusable neglect requirement applied to joinder of additional parties, but never stated that the requirement applied to cases of substitution to correct a mistaken identity. *North St. Ass'n*, at 368, 635 P.2d 721. The case at bar falls into the latter category and it therefore appears that inexcusable neglect should not in itself bar amendment.

A trial court may still consider “inexcusable neglect” as an appropriate factor in a case such as this, but it is only one factor, not an absolute bar to amendment. 3 James W. Moore, *Moore's Federal Practice*, ¶ 15.15 [4.-2] (2nd ed. 1991); 6A Charles A. Wright, Arthur R. Miller and Mary Kay Kane, *Federal Practice and Procedure*, § 1498 at 142

(2nd ed. 1990). *Nepstad v. Beasley*, 77 Wash.App. 459, 467-468, 892 P.2d 110, 115 (Wash.App. Div. 2, 1995).

The Court of Appeals went on to find that justice required the Amendment to be made and the case reinstated.

The trial judge in this case exercised his discretion on untenable grounds. As discussed above, Nepstad did not inexcusably neglect to name Fox in her complaint. The trial judge might well have allowed the amendment if he had not misapprehended the case law. The judge observed that he did not like his ruling, but felt that the applicable case law “compels me to deny the plaintiff’s motion to amend the complaint.”

The Court of Appeals decided that justice and fairness under similar facts required that the complaint be allowed to be amended.

Justice clearly requires that Nepstad be allowed to amend her complaint and that the amendment relate back to the date of the original complaint. The Beasleys' (and Fox's) insurer consistently represented “Beasleys” as their named insured. Fox became aware of the complaint within the statute of limitations and knew that the action would have been brought against her but for a mistake concerning her identity. Fox even participated in drafting answers to the interrogatories because she knew she was the driver of the car and the only person having any knowledge of the facts of the accident. The defense delayed providing answers to the interrogatories until after the statute of limitations had run and brought its motion for summary judgment shortly after the expiration of the statute of limitations. Absolutely no purpose is served by denying Nepstad's motion to amend and allowing the amendment to relate back. The orders denying the amendment and dismissing the action

are reversed and the matter is remanded to the Superior Court for further proceedings. *Nepstad v. Beasley*, 77 Wash.App. 459, 468-469, 892 P.2d 110, 115 (Wash.App. Div. 2, 1995).

In a subsequent case, *Teller v. APM Terminals*, 134 Wash.App. 696, 142 P.3d 179 (2006) the court held that where the proper name of the party to be added as a result of a misnomer was a matter of public record the failure to properly name the party was inexcusable error. *Teller supra*. p. 186. Unlike the present case and *Nepstad*, the defense in *Teller* did not engage in any delaying or obfuscating behavior to delay the plaintiff in discovering it's mistake before the statute ran. *Teller supra*. pps.186-187.

However, in *Teller* the court also held found that a defendant may waive its objections to a CR 15(c) amendment if the defendant is dilatory and acts in such a way as to intentionally delay the plaintiff's discovery of the misnomer or mistake.

Under the doctrine of waiver, affirmative defenses such as insufficient service of process may, in certain circumstances, be waived by a defendant as a matter of law. *Lybbert v. Grant County*, 141 Wash.2d 29, 38-39, 1 P.3d 1124 (2000). Waiver can occur if the defendant's assertion of a defense is inconsistent with the defendant's previous behavior and if the defendant's attorney has been dilatory in asserting the defense. *Lybbert*, 141 Wash.2d at 39, 1 P.3d 1124.

Moreover, in *Lybbert*, our Supreme Court stated that waiver may apply when the defendant waits for the statute of limitations to run, knowing that he has not been properly

served but, nonetheless, (1) files a notice of appearance, (2) actively participates in discovery by serving and responding to interrogatories and requests for production, and (3) obtains a letter from the plaintiff expressing the plaintiff's belief that the defendant was properly served. *Lybbert*, 141 Wash.2d at 40–43, 1 P.3d 1124. Here, neither the Maersk defendants nor APM Terminals delayed Teller's identification of Maersk Pacific, Ltd. or APM Terminals. *Teller v. APM Terminals Pacific, Ltd.*, 134 Wash.App. 696, 715, 142 P.3d 179, 188 (Wash.App. Div. 2, 2006).

In the present case the defendant's counsel did everything he could to delay the plaintiff the opportunity to learn of the mistake. In particular, defense counsel engaged in intentional activity to delay plaintiff's discovery of its mistake beyond the statute of limitations in three separate ways which puts the issue out of the realm of mere inadvertence. The defendants deliberately did not identify David Kegney as a non party at fault entity in their answer as required by CR 12(i). The defendants cancelled and continued the April 26, 2010 deposition of Damiann Kegney until after the statute ran, and defendants delayed answering interrogatories four months until after the statute ran.

There is no prejudice to David Kegney and no mistake by defense counsel because the same carrier and the same attorney would have been responsible for defending the proper party, David Kegney, had the court allowed the amendment. Under these circumstances notice to the carrier is

notice to the putative defendant. *Craig v. Lundy*, 95 Wash.App. 715, 720, 976 P.2d 1248, 1251 (Wash.App. Div. 3, 1999).

B. The Defendant Disregarded Court Rule CR 12(i).

In addition to discovery violations hereinbefore stated, the defendants deliberately did not follow court rules requiring them to identify known at fault non parties. CR 12(i) provides as follows:

CR 12(i) Non Party at Fault. Whenever a defendant or a third party intends to claim for purposes of RCW 4.22.070 (1) that a non party is at fault, such claim is an affirmative defense which **shall be affirmatively pleaded by the party making the claim. The identity of any non party claimed to be at fault, if known to the party making the claim, shall also be affirmatively pleaded.** (Emphasis added).

The defendant's affirmative defenses received by Plaintiff on March 29, 2010 (2 months prior to the Statute of Limitations) included intentionally deceptive non party allegations of fault as follows

2. Injuries and damages, if any, were caused in whole **or in part by third persons or entities**, including Fernando Maffei, over whom Defendant had no control or right of control or by plaintiff and damages, if any, should be reduced proportionately up to 100%. (Emphasis added).

The meaning of CR 12(i) is plain and unambiguous and requires a defendant, who is pleading an affirmative defense of comparative negligence against any "at fault entity" pursuant to RCW 4.22.070 to

identify any at fault entity, if known. The requirement is mandatory, and the defendants intentionally ignored the rule to allow the statute to run.

When interpreting a court rule, we apply the rules of statutory construction. *In re Pers. Restraint of Stenson*, 153 Wash.2d 137, 147, 102 P.3d 151 (2004). If the language of a court rule is plain and unambiguous, the court must give effect to that plain *878 meaning. *In re Stenson*, 153 Wash.2d at 146, 102 P.3d 151. The use of the word “shall” is presumptively mandatory. *State v. Mollichi*, 132 Wash.2d 80, 86, 936 P.2d 408 (1997). Court rules must also be interpreted “so that ‘no word, clause or sentence is superfluous, void or insignificant.’ ” *State v. Dassow*, 95 Wash.App. 454, 458, 975 P.2d 559 (1999) (quoting *State v. Raper*, 47 Wash.App. 530, 536, 736 P.2d 680 (1987)). *State v. Osman*, 147 Wash.App. 867, 877-878, 197 P.3d 1198, 1203 (Wash.App. Div. 1, 2008).

The Supreme Court of the State of Washington has held that the intentional failure of the defendant to follow court rules or engage in discovery will result in a waiver of affirmative defenses. *Lybbert v. Grant County*, 141 Wash.2d 29, 1 P.3d 1124 (2000). In *Lybbert*, as in the present case, the defendant was found to have waived its affirmative defense of lack of proper service by failing to raise it properly in its answer or responsive pleading, by engaging in dilatory discovery over course of several months, and by asserting defense after statute of limitations had apparently extinguished plaintiffs' claim.

In a later case the Supreme Court held that general boiler plate pleading will not relieve a defendant of notifying the plaintiff of its

affirmative defenses in a meaningful time frame which would allow the opposing party to cure a defect.

Nevertheless, the County seeks to distinguish *Lybbert* because there, the affirmative defense was first raised in the notice of appearance, not in the answer. Such a narrow reading of *Lybbert* ignores the policy reasons underlying the waiver doctrine. Allowing a defendant to preserve any and all defenses by merely citing an exhaustive list does not foster the just, speedy, and inexpensive resolution of an action that we called for in *Lybbert*. Here, both the County and the Kings engaged in extensive, costly, and prolonged discovery and litigation preparation only to have the case decided on procedural grounds completely unrelated to the discovery in which they were engaged. The claim filing defense could have been disposed of early in the litigation before any significant expenditures of time and money had occurred and at a time when the Kings could have remedied the defect. *King v. Snohomish County*, 146 Wash.2d 420, 426, 47 P.3d 563, 566 (Wash., 2002).

C. The trial court is without discretion to deny a motion for an amendment under CR 15 (c) if the moving party meets the requirements of the rule.

The trial court is without discretion to deny a motion to amend where the moving party meets the requirements of the rule. *Perrin vs. Stensland*, 158 Wn App. 185, 193, 240 P 3d. 1189 (2010). In the Karlmann case the trial court did not consider the actions of the defense counsel in making its decision to deny the 15(c) motion to amend. The intentional and dilatory actions of the defense were as a matter of law a waiver of any objections defendant's had to object to the amendment of

plaintiff's complaint. *Lybbert*, supra. The failure of the trial court to allow the amendment of the complaint was error because under the facts of the case the amendment as a matter of law was non-discretionary.

D. Where one named defendant has been served within the Statute a misnamed Defendant will not be prejudiced by being added to the Complaint because the statute is tolled.

Under RCW 4.16.170, an action shall be deemed commenced for purposes of tolling a statute of limitation if a summons and complaint is served "on one or more of the defendants" within 90 days of the date of filing. RCW 4.16.170. Service of process on one of several named defendants within 90 days of the filing of the complaint tolls the statute of limitations as to the remaining defendants. *Sidis v. Brodie/Dohrmann, Inc.*, 117 Wash.2d 325, 329, 815 P.2d 781 (1991). In the present case defendant Maffei was served the filed complaint on November 29, 2010 and the Statute of limitations was tolled as to any other defendant. *Sidis v. Brodie/Dohrmann, Inc.*, supra 329, *Wakeman v. Lommers*, 67 Wash.App. 819, 823, 840 P.2d 232, 234 (Wash.App. Div. 1, 1992). The relation back doctrine applies when the plaintiff serves a party after the applicable statute of limitations has run if one proper defendant was served within the statute. *Bunko v. City of Puyallup Civil Service Com'n*, 95 Wash.App. 495, 500, 975 P.2d 1055, 1059 (Wash.App. Div. 2, 1999). The doctrine of

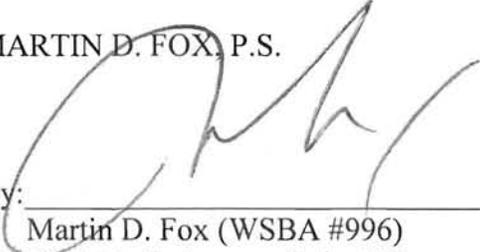
waiver found in *Lybbert* should apply in this circumstance to allow the amendment where there is no prejudice to defendant David Kegney.

IV. CONCLUSION

In the present case where a mistake was made, but where the defendant went out of its way to delay discovery and disregard court rules to prevent the plaintiff from discovering his mistake in a meaningful time the defendant has waived any objection to substituting the proper party to the lawsuit.

Respectfully submitted this 26th day of September,
2011.

MARTIN D. FOX, P.S.

By: 

Martin D. Fox (WSBA #996)
2033 Sixth Avenue, Suite 800
(206)728-0588, Ext. 117
Attorney for Appellant
Susan Karlmann

FILED
COURT OF APPEALS
DIVISION II

DECLARATION OF SERVICE

11 SEP 28 PM 12:17

I certify that on the 28th day of September, 2011,

STATE OF WASHINGTON
BY: CM
DEPUTY

I caused true and correct copies of the following:

- 1) APPELLANTS' OPENING BRIEF

to be served on the following in the manner indicated below:

- 1) Counsel for Respondent () US Mail
Douglas Somers () Hand Delivery
Hollenbeck, Lancaster, Miller (X) **ABC Legal Messenger**
& Andrews () Email
15500 SE 30th Place, Suite 201
Bellevue, WA 98007

- 2) Counsel for Respondent () US Mail
Jill R. Skinner () Hand Delivery
Hollenbeck, Lancaster, Miller (X) **ABC Legal Messenger**
& Andrews () Email
15500 SE 30th Place, Suite 201
Bellevue, WA 98007

DATED this 27th day of September, 2011 at Seattle, Washington.

MARTIN D. FOX, P.S.

By: 

Martin D. Fox (WSBA #996)
2033 Sixth Avenue, Suite 800
(206)728-0588, Ext. 117
Attorney for Appellant
Susan Karlmann

APPENDIX A

RECEIVED

MAR 29 2010

LAW OFFICES OF
MARTIN D. FOX PS

1
2
3
4
5
6
7
8 IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
9 FOR THE COUNTY OF KITSAP

10 SUSAN KARLMAN, a single woman,
11 Plaintiff,

12 vs.

13 DAMIANN D. KEGNEY, a single man,
14 and FERNANDO MAFFEI, a single man,
15 Defendants.

No. 09-2-02624-8

**ANSWER TO COMPLAINT AND
AFFIRMATIVE DEFENSES**

16 COMES NOW the Defendant, DAMIANN D. KEGNEY, above named, and in
17 answer to the Complaint of plaintiff on file her ein admits, denies and alle ges as follows:

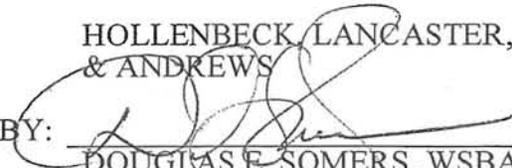
18 **I. ANSWER**

- 19 1. For answer to paragraph 1 of the plaintiff's complaint, defendant deni es the
20 allegations contained the rein?
- 21 2. For answer to paragraph 2 and 3 of the plaintiff's complaint, defendant admits
22 the allegations contained therein.
- 23 3. For answer to paragraph 4 of the plaintiff's complaint, defendant d enies the
24 allegations contained the rein, except that defen dant admits that on Saturday, May 26, 2007
25 her vehicle was involved in an autom obile accident with co-defendants motorcycle on SR109
26 eastbound.

COPY

- 1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
3. That fault and damages, if any, be apportioned pursuant to RCW 4.22 et. seq.;
 4. That Defendant be awarded an offset for any payments made to or on behalf of Plaintiff;
 5. For such other relief as the Court may deem just and equitable.

DATED: March 24, 2010

HOLLENBECK, LANCASTER, MILLER
& ANDREWS
BY: 
DOUGLAS E. SOMERS, WSBA # 20062
Of Attorneys for Defendant Kegney

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

DECLARATION OF SERVICE

I declare that I served the foregoing **ANSWER TO COMPLAINT AND AFFIRMATIVE DEFENSES** on the attorneys below

Martin D. Fox
Martin D. Fox, P.S.
2033 Sixth Avenue, Suite 800
Seattle, WA 98121
Attorney for Plaintiff, SUSAN KARLMAN
Phone: (206) 728-0588
Fax: (206) 728-0093

Kazuemon W. Davis
Drazkowski & Fucetola
32001 32nd Avenue S., Suite 405
Federal Way, WA 98001
Attorney for Co-Defendant, FERNANDO MAFFEI
Phone: (253) 815-6310
Fax: (253) 838-2462

by causing a full, true and correct copy thereof to be MAILED in a sealed, postage-paid envelope, addressed as shown above, which is the last-known address for the party's office, and deposited with the U.S. Postal Service at Bellevue, WA, on the date set forth below;

By causing a full, true and correct copy thereof to be HAND-DELIVERED BY ABC MESSENGER SERVICE to the party, at the address listed above, which is the last-known address for the party's office, on the date set forth below;

By causing a full, true and correct copy thereof to be FAXED to the party, at the fax number shown above, which is the last-known fax number for the party's office, on the date set forth below.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Executed at Bellevue, WA on this 26th day of March, 2010.



Danielle E. Hoover
Paralegal

APPENDIX B

Hollenbeck, Lancaster
Miller & Andrews
Attorneys Insurance

FEB 03 2010

RECEIVED

IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR THE COUNTY OF KITSAP

SUSAN KARLMAN, a single woman,

Plaintiff,

v.

DAMIANN D. KEGNEY, a single man, and
FERNANDO MAFFEI, a single man.,

Defendants.

No. 09-2-02624-8

PLAINTIFF'S FIRST
INTERROGATORIES AND REQUESTS
FOR PRODUCTION TO DEFENDANT
DAMIANN D. KEGNEY

TO: DAMIANN D. KEGNEY, Defendant;

AND TO: JEFF R. LANTHORN of HOLLENBECK, LANCASTER, MILLER &
ANDREWS, Counsel of Record.

In accordance with Washington Superior Court Rules 26 and 33 and 34, please answer each of the following interrogatories separately, fully, in writing and under oath. Each answer must be as complete and straightforward as the information reasonably available to you permits after reasonable inquiry, including the information possessed by your attorneys or agents. If an interrogatory cannot be answered completely, answer it to the extent possible.

The answers are to be signed by the person to whom they are addressed and must be served on all parties within thirty (30) days after the service of the interrogatories unless these

PLAINTIFF'S 1ST INTERROGATORIES
AND REQUESTS FOR PRODUCTION TO DF KEGNEY I

MARTIN D. FOX, P.S.
2033 Sixth Ave., Suite 800
Seattle, WA 98121
(206)728-0588

COPY

1 interrogatories were served upon you along with the service of the summons and complaint in
2 which case the answers must be served within forty (40) days.

3 **NOTE:** Answers must be in compliance with the Civil Rules, Local Rules, and
4 Washington State case law, including the duty set forth in CR 26(e).

5 **DEFINITIONS**

6 Words in **BOLDFACE CAPITALS** in these interrogatories are defined as
7 follows:

8 1. **INCIDENT** includes the circumstances and events surrounding the
9 alleged accident, injury, or other occurrence giving rise to this lawsuit.

10 2. **PERSON** includes a natural person, firm, association, organization,
11 partnership, business, trust, limited liability company, corporation, or public entity.

12 3. **HEALTH CARE PROVIDER** means a person who is licensed, certified,
13 registered, or otherwise authorized by the law to provide health care in the ordinary course of
14 business or practice of a profession.

15 **SUBMITTING PARTY'S CERTIFICATION**

16 The undersigned pro se plaintiff, or attorney for the plaintiff, certifies pursuant to
17 KCLR 33(b) and (c) that these interrogatories are appropriate to the facts of this case and are
18
19
20
21
22
23
24
25

1 identical in substance to the Pattern Interrogatories approved by the King County Superior Court.

2 Dated this 2nd day of February, 2010.

3
4 
5 Plaintiffs' attorney
6 WSBA No. 996

7 Typed Name: Martin D. Fox
8 Address: 2033 Sixth Avenue, Suite 800
9 Seattle, WA 98121

10 **BACKGROUND - GENERAL**

11 **INTERROGATORY NO. 1:** State your full name and any other names you
12 have been known by during the last ten years, your present address, date of birth, and place of
13 birth. In addition to your present address, state all other addresses at which you have resided for
14 the past ten years and the dates you resided at each address.

15 **ANSWER:**

16 **INTERROGATORY NO. 2:** Were you married at the time of the **INCIDENT?**

17 If so, please state the name and current address of that spouse.

18 **ANSWER:**

19
20
21 **INTERROGATORY NO. 3:** Please state your educational history beginning
22 with high school, including the name of each institution attended, any degrees and honors
23 received, and dates of attendance.

24 **ANSWER:**

1
2
3 **INTERROGATORY NO. 4:** Please state your employment history beginning
4 five years before the date of the **INCIDENT** through to the present, including the name and
5 address of each employer and the dates of employment.

6 **ANSWER:**

7
8
9 **INTERROGATORY NO. 5:** Have you ever been convicted of or pled guilty to
10 a felony? And, have you ever been convicted of or pled guilty to a misdemeanor involving
11 dishonesty or false statement? If so, state for each:

- 12 (a) The name of the crime charged and the crime convicted of;
13 (b) The date of the charge and conviction;
14 (c) The date and place of the conviction and sentence imposed; and
15 (d) The court and case number.

16 **ANSWER:**

17
18 **INTERROGATORY NO. 6:** Have you been a party to any lawsuits, including
19 bankruptcy and/or divorce proceedings, in the past ten years? If so, provide:

- 20 (a) a description of the nature of lawsuit;
21 (b) the names of parties (or case name);
22 (c) the court and cause number;
23 (d) the name of the attorney representing you;
24 (e) the name of any insurance company involved; and
25 (f) the outcome of lawsuit.

1
2 ANSWER:

3
4 BACKGROUND - INCIDENT

5 INTERROGATORY NO. 7: Please state your driver's license number, the date
6 and state of issuance. Please describe any restrictions on your driver's license from the date of
7 the INCIDENT to the present. Additionally, if your driver's license has ever been suspended or
8 revoked, please state the date and the reason for any suspension or revocation.

9 ANSWER:

10
11
12 INTERROGATORY NO. 8: At the time of the INCIDENT, did you have
13 normal vision without the use of corrective lenses? If not, state:

- 14 (a) Whether or not you were wearing corrective lenses at the time of the
15 INCIDENT;
- 16 (b) The name, address, and telephone number of the individual prescribing
17 such lenses; and
- 18 (c) A description of the nature of your visual difficulties.

19 ANSWER:

20
21 INTERROGATORY NO. 9: Were you performing activities, work or services
22 for any PERSON at the time of the INCIDENT? If so, provide the name, address, and phone
23 number for each such PERSON.

24 ANSWER:

1
2
3 **INTERROGATORY NO. 10:** Was the vehicle you were driving at the time of
4 the **INCIDENT** owned by you? If not, state: the owner's name, address and telephone number;
5 and whether you were authorized to use the vehicle and any restrictions on such authorization.

6 **ANSWER:**

7
8
9 **INTERROGATORY NO. 11:** Did you during the 24 hours prior to the
10 **INCIDENT** consume *any* alcoholic beverage, *any* drug, or *any* medication of *any* kind? If so,
11 state:

- 12 (a) The type or types of alcoholic beverage, drug, or medication;
13 (b) The amount of each;
14 (c) The time at which and the location where you took the alcoholic beverage,
15 drug, or medication; and
16 (d) If you took a prescribed drug or medication, describe the condition for
17 which it was taken and name and address of the **HEALTH CARE**
18 **PROVIDER** who prescribed it.

19 **ANSWER:**

20 **INCIDENT**

21 **INTERROGATORY NO. 12:** Describe the **INCIDENT**, including a
22 description of the location of the **INCIDENT**, where your trip began and your intended
23 destination, the circumstances leading up to the **INCIDENT**, and any facts or circumstances you
24 believe contributed to cause the **INCIDENT**.

25 **ANSWER:**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

INTERROGATORY NO. 13: Do you believe that any weather condition, road condition, lighting or visibility problem, or any other physical characteristic of the **INCIDENT** scene or the conditions that existed at the time of the **INCIDENT** contributed to or caused the **INCIDENT**? If yes, describe each such condition in detail and explain the reason why it contributed to or caused the **INCIDENT**.

ANSWER:

INTERROGATORY NO. 14: At or within five minutes before the **INCIDENT** were you using a cell or mobile telephone? If your answer is "yes", state the name, address, and telephone number of the person to whom you were speaking and indicate when the conversation concluded.

ANSWER:

INTERROGATORY NO. 15: Was anyone cited for a traffic offense as a result of the **INCIDENT**? If so, please state who was cited, and state the charge, the disposition, and the court.

ANSWER:

INTERROGATORY NO. 16: Identify each property damage estimate or invoice pertaining to any vehicle damaged as a result of this **INCIDENT**. Note: This

1 interrogatory may be responded to by producing copies of any such property damage estimates
2 and invoices.

3 **ANSWER:**

4
5
6 **INVESTIGATION/WITNESSES**

7 **INTERROGATORY NO. 17:** Did any law enforcement personnel, insurance
8 companies, or any other **PERSON**, other than your attorney, investigate the **INCIDENT**? If so,
9 provide:

- 10 (a) The identity of each **PERSON** investigating the **INCIDENT**;
11 (b) The date or dates on which the investigation occurred; and
12 (c) At whose request the investigation was performed.

13 **ANSWER:**

14
15
16 **INTERROGATORY NO. 18:** Please name all persons who were eyewitnesses
17 to the **INCIDENT**, were at the scene of the **INCIDENT**, or who have first-hand knowledge
18 regarding the facts and circumstances of the **INCIDENT** and provide a brief description of the
19 person's relevant knowledge. As to each such person in addition to their name, please provide
20 their address and telephone number.

21 **ANSWER:**

22
23
24 **INTERROGATORY NO. 19:** Aside from Plaintiff's **HEALTH CARE**
25 **PROVIDERS**, please name all persons who have knowledge regarding the plaintiff's injuries

1 and damages and provide a brief description of each person's relevant knowledge. As to each
2 such person in addition to their name, please provide their address and telephone number.

3 **ANSWER:**

4
5
6 **INTERROGATORY NO. 20:** Are you aware of any written and/or recorded
7 statements made by any witness to the **INCIDENT** or any party to the lawsuit? If so, for each
8 statement, please state:

- 9
- 10 (a) The name, address and telephone number of the person making the
statement;
 - 11 (b) The name, address and telephone number of the person taking the
statement;
 - 12 (c) The date on which the statement was taken or given;
 - 13 (d) The form of the statement (e.g., written, recorded, transcribed, etc.); and
 - 14 (e) Provide the name, address, and telephone number of the present custodian
15 of each statement.

16 **ANSWER:**

17
18 **INTERROGATORY NO. 21:** List any and all photographs, motion pictures,
19 videos, slides, drawings, diagrams, maps, or other graphic or electronic representations depicting
20 the **INCIDENT** scene, the vehicles, any property damage, or any injuries. For each such item
21 state the name, address and telephone number of the custodian of the item, the date it was
22 created, and who created the item.

23 **ANSWER:**

1 COMPLAINT & ANSWER

2 **INTERROGATORY NO. 22:** Please state whether any parties, including you
3 and your spouse, are named incorrectly in the Complaint and provide the correct name.

4 **ANSWER:**

5
6
7 **INTERROGATORY NO. 23:** Do you allege insufficiency of process or of
8 service of process? If so, please state the facts upon which you base your allegations.

9 **ANSWER:**

10
11
12 **INTERROGATORY NO. 24:** Does your answer to plaintiff's complaint set
13 forth any affirmative defenses? If so, please state the facts upon which each affirmative defense
14 is based.

15 **ANSWER:**

16
17
18 **INTERROGATORY NO. 25:** Do you deny liability? If so, please state the
19 facts supporting that denial.

20 **ANSWER:**

21
22
23 **INTERROGATORY NO. 26:** Do you allege some other **PERSON** caused or
24 contributed to the **INCIDENT**, and is therefore liable for its proportionate share of fault under
25 RCW 4.22.070? If so, please state the name, address, and telephone number of each such

1 **PERSON** and state the facts upon which you base your allegation that such **PERSON** caused or
2 contributed to the **INCIDENT**.

3 **ANSWER:**

4
5
6 **INSURANCE**

7 **INTERROGATORY NO. 27:** Do any insurance or indemnification policies
8 exist that may satisfy part or all of a judgment that may be entered in this action; or to indemnify
9 or reimburse for payments made to satisfy such judgment? If so, please state as to each
10 insurance agreement or policy its complete contents, including:

- 11 (a) Name, address and telephone number of insurer or indemnitor;
12 (b) Name, address and telephone number of each named insured or
13 indemnitee;
14 (c) Each type of coverage provided;
15 (d) Limits of each type of coverage provided;
16 (e) Amount of deductible as to each coverage;
17 (f) Policy period coverage;
18 (g) Policy number.

19 **NOTE:** This interrogatory may be responded to by producing a complete copy of the
20 declaration page of each insurance agreement or policy.

21 **ANSWER:**

22
23 **INTERROGATORY NO. 28:** Have any of the insurers or indemnitors identified
24 in your response to the preceding interrogatory denied, in whole or in part, coverage or
25

1 indemnification for any of plaintiff's claims, or accepted defense of this action upon a
2 reservation of rights? If so, please state as to each:

- 3
- 4 (a) Name, address and telephone number of the insurer or indemnitor;
- 5 (b) Contract language upon which the insurer or indemnitor bases its denial of
6 coverage, indemnification or reservation of rights;
- 7 (c) Reasons for the insurer or indemnitor's denial of coverage,
8 indemnification or reservation of rights.

9
10
11 **ANSWER:**

12 **EXPERT WITNESSES**

13 **INTERROGATORY NO. 29:** Identify each person you or your attorneys expect
14 to testify at trial as an expert witness and for each such witness, state:

- 15 (a) The subject matter on which the expert is expected to testify;
- 16 (b) The substance of the facts and opinions to which the expert will testify;
17 and
- 18 (c) A summary of the grounds for each such opinion;

19
20
21
22
23
24
25 **ANSWER:**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

REQUESTS FOR PRODUCTION

1. Transcripts of all recorded statements made by plaintiff.

RESPONSE:

2. Copies of all reports or other writings completed by plaintiff in connection with this accident.

RESPONSE:

3. Copies of all accident reports completed by defendant(s) in the course of applicable.

RESPONSE:

4. Copies of all photographs in your possession relating in any way to this accident, including but not limited to those depicting the plaintiff, the vehicles involved or the scene of the accident.

1 RESPONSE:

2

3

4

5 5. Copies of all video tapes and/or motion pictures taken of the plaintiff or

6 the scene, in any way relating to the liability or damages issues in this case.

7

8 RESPONSE:

9

10

11

12 6. Copies of all policies of insurance together with the declarations sheets

13 which may be available to provide for the losses being claimed by plaintiff.

14 RESPONSE:

15

16

17

18 7. A copy of all estimates of repair to the vehicle you were driving at the

19 time of the accident.

20

21 RESPONSE:

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

ANSWERS AND OBJECTIONS DATED this ____ day of _____,

200__, in conformance with CR 26(g).

Defendants' Attorney
WSBA No. _19084

Typed Name: Jeff R. Lanthorn
Address: 15500 SE 30th Place, Suite 201
Bellevue, WA 98007

DECLARATION OF RESPONDING PARTY

I declare under the penalty of perjury under the laws of the State of Washington that I am the
Defendant in this action OR I am the _____ of
_____ and am authorized to make the foregoing answers. I
declare that I have read the foregoing answers, know the contents thereof, and believe them to be
true and correct.

Dated this ____ day of _____, ____ at _____, Washington.

Defendant

Typed Name: Lee D. Sturman
Address: 5400 Beach Dr. SW
Seattle, WA 98136-1046

APPENDIX C

RECEIVED
JUN 04 2011
LAW OFFICES OF
MARTIN D. FOX

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF KITSAP

SUSAN KARLMAN, a single woman,

Plaintiff,

vs.

DAMIANN D. KEGNEY, a single man, and
FERNANDO MAFFEI, a single man,

Defendants.

Case No.: 09-2-02624-8

DEFENDANT DAMIANN D.
KEGNEY'S RESPONSES TO
PLAINTIFF'S FIRST
INTERROGATORIES AND
REQUESTS FOR PRODUCTION

INTERROGATORY NO. 1: State your full name and any other names you have been known by during the last ten years, your present address, date of birth, and place of birth. In addition to your present address, state all other addresses at which you have resided for the past ten years and the dates you resided at each address.

ANSWER: DamiAnn Dely Kegney
Born 8/30/59 in Castro Valley, CA

Addresses:
8/03 – Present: 8605 NW Lakecrest Court
Vancouver, WA 98665

4/03 – 8/03: 2212 NE 107th Street
Vancouver, WA 98686

5/02 – 4/03: 3647 Portsmouth Circle S.
Stockton, CA 95219

ORIGINAL

1
2 8/99 – 5/02: 1056 Willora Road
3 Stockton, CA 95207

4 **INTERROGATORY NO. 2:** Were you married at the time of the **INCIDENT**? If
5 so, please state the name and current address of that spouse.

6 **ANSWER:** Married to Lloyd Kegney residing at the same present address.

7
8 **INTERROGATORY NO. 3:** Please state your educational history beginning with
9 high school, including the name of each institution attended, any degrees and honors
10 received, and dates of attendance.

11 **ANSWER:** Graduated from Reno High School June 1976
12 Various college courses, vocational training and continuing education
13 courses throughout the years since, too numerous and varied to list.

14 **INTERROGATORY NO. 4:** Please state your employment history beginning five
15 years before the date of the **INCIDENT** through to the present, including the name and
16 address of each employer and the dates of employment.

17 **ANSWER:** Self-employed Real Estate Agent since 2000.

18 **INTERROGATORY NO. 5:** Have you ever been convicted of or pled guilty to a
19 felony? And, have you ever been convicted of or pled guilty to a misdemeanor involving
20 dishonesty or false statement? If so, state for each:

- 21 (a) The name of the crime charged and the crime convicted of;
22 (b) The date of the charge and conviction;
23 (c) The date and place of the conviction and sentence imposed; and
24 (d) The court and case number.

25 **ANSWER:** No.

26 **INTERROGATORY NO. 6:** Have you been a party to any lawsuits, including
bankruptcy and/or divorce proceedings, in the past ten years? If so, provide:

- (a) a description of the nature of lawsuit;
(b) the names of parties (or case name);
(c) the court and cause number;

- 1 (d) the name of the attorney representing you;
2 (e) the name of any insurance company involved; and
3 (f) the outcome of lawsuit.

4 **ANSWER:** No.

5 **INTERROGATORY NO. 7:** Please state your driver's license number, the date and
6 state of issuance. Please describe any restrictions on your driver's license from the date of
7 the **INCIDENT** to the present. Additionally, if your driver's license has ever been
8 suspended or revoked, please state the date and the reason for any suspension or revocation.

9 **ANSWER:** Current valid Washington driver's license #KEGNEDD411NT
originally issued 5/7/03.

10 **INTERROGATORY NO. 8:** At the time of the **INCIDENT**, did you have normal
11 vision without the use of corrective lenses? If not, state:

- 12 (a) Whether or not you were wearing corrective lenses at the time of the
13 **INCIDENT**;
14 (b) The name, address, and telephone number of the individual prescribing such
lenses; and
15 (c) A description of the nature of your visual difficulties.

16 **ANSWER:** I was not involved in the accident.

17 **INTERROGATORY NO. 9:** Were you performing activities, work or services for
18 any **PERSON** at the time of the **INCIDENT**? If so, provide the name, address, and phone
19 number for each such **PERSON**.

20 **ANSWER:** I was not involved in the accident.

21 **INTERROGATORY NO. 10:** Was the vehicle you were driving at the time of the
22 **INCIDENT** owned by you? If not, state: the owner's name, address and telephone number;
23 and whether you were authorized to use the vehicle and any restrictions on such
authorization.

24 **ANSWER:** I was not involved in the accident.

25 **INTERROGATORY NO. 11:** Did you during the 24 hours prior to the **INCIDENT**
26 consume *any* alcoholic beverage, *any* drug, or *any* medication of *any* kind? If so, state:

- 1
2 (a) The type or types of alcoholic beverage, drug, or medication;
3 (b) The amount of each;
4 (c) The time at which and the location where you took the alcoholic beverage,
5 drug, or medication; and
6 (d) If you took a prescribed drug or medication, describe the condition for which
7 it was taken and name and address of the **HEALTH CARE PROVIDER**
8 who prescribed it.

9 **ANSWER:** I was not involved in the accident.

10 **INTERROGATORY NO. 12:** Describe the **INCIDENT**, including a description of
11 the location of the **INCIDENT**, where your trip began and your intended destination, the
12 circumstances leading up to the **INCIDENT**, and any facts or circumstances you believe
13 contributed to cause the **INCIDENT**.

14 **ANSWER:** I was not involved in the accident.

15 **INTERROGATORY NO. 13:** Do you believe that any weather condition, road
16 condition, lighting or visibility problem, or any other physical characteristic of the
17 **INCIDENT** scene or the conditions that existed at the time of the **INCIDENT** contributed to
18 or caused the **INCIDENT**? If yes, describe each such condition in detail and explain the
19 reason why it contributed to or caused the **INCIDENT**.

20 **ANSWER:** I was not involved in the accident.

21 **INTERROGATORY NO. 14:** At or within five minutes before the **INCIDENT** were
22 you using a cell or mobile telephone? If your answer is "yes", state the name, address, and
23 telephone number of the person to whom you were speaking and indicate when the
24 conversation concluded.

25 **ANSWER:** I was not involved in the accident.

26 **INTERROGATORY NO. 15:** Was anyone cited for a traffic offense as a result of
the **INCIDENT**? If so, please state who was cited, and state the charge, the disposition, and
the court.

ANSWER: Based on the police report, defendant Fernando Maffei was cited for
improper passing.

1 **INTERROGATORY NO. 16:** Identify each property damage estimate or invoice
2 pertaining to any vehicle damaged as a result of this **INCIDENT**. Note: This interrogatory
3 may be responded to by producing copies of any such property damage estimates and
invoices.

4 **ANSWER:** The Impala my son was driving was a total loss. See total loss
5 valuation attached.

6 **INTERROGATORY NO. 17:** Did any law enforcement personnel, insurance
7 companies, or any other **PERSON**, other than your attorney, investigate the **INCIDENT**? If
8 so, provide:

- 9 (a) The identity of each **PERSON** investigating the **INCIDENT**;
10 (b) The date or dates on which the investigation occurred; and
11 (c) At whose request the investigation was performed.

12 **ANSWER:** Washington State Patrol responded to the scene and conducted an
13 investigation.

14 **INTERROGATORY NO. 18:** Please name all persons who were eyewitnesses to
15 the **INCIDENT**, were at the scene of the **INCIDENT**, or who have first-hand knowledge
16 regarding the facts and circumstances of the **INCIDENT** and provide a brief description of
17 the person's relevant knowledge. As to each such person in addition to their name, please
18 provide their address and telephone number.

19 **ANSWER:** See police report.

20 **INTERROGATORY NO. 19:** Aside from Plaintiff's **HEALTH CARE**
21 **PROVIDERS**, please name all persons who have knowledge regarding the plaintiff's
22 injuries and damages and provide a brief description of each person's relevant knowledge.
23 As to each such person in addition to their name, please provide their address and telephone
24 number.

25 **ANSWER:** None.

26 **INTERROGATORY NO. 20:** Are you aware of any written and/or recorded
statements made by any witness to the **INCIDENT** or any party to the lawsuit? If so, for
each statement, please state:

- (a) The name, address and telephone number of the person making the statement;
(b) The name, address and telephone number of the person taking the statement;

1 (c) The date on which the statement was taken or given;
2 (d) The form of the statement (e.g., written, recorded, transcribed, etc.); and
3 (e) Provide the name, address, and telephone number of the present custodian of
each statement.

4 **ANSWER:** No.

5
6 **INTERROGATORY NO. 21:** List any and all photographs, motion pictures,
7 videos, slides, drawings, maps, or other graphic or electronic representations depicting the
8 **INCIDENT** scene, the vehicles, any property damage, or any injuries. For each such item
state the name, address and telephone number of the custodian of the item, the date it was
created, and who created the item.

9 **ANSWER:** I personally took photographs of the damaged Impala on 5/31/07.
10 Photographs were also taken of the scene and my vehicle by Farmers or Progressive.

11 **INTERROGATORY NO. 22:** Please state whether any parties, including you and
12 your spouse, are named incorrectly in the Complaint and provide the correct name.

13 **ANSWER:** DamiAnn D. Kegney is a married woman. My son David Kegney was
14 the driver of the vehicle involved in the subject accident.

15 **INTERROGATORY NO. 23:** Do you allege insufficiency of process or of service
16 of process? If so, please state the facts upon which you base your allegations.

17 **ANSWER:** No.

18
19 **INTERROGATORY NO. 24:** Does your answer to plaintiff's complaint set forth
20 any affirmative defenses? If so, please state the facts upon which each affirmative defense is
based.

21 **ANSWER:** Defendant Kegney preemptively asserted affirmative defenses based
22 upon CR(8) and until discovery reveals otherwise, the defenses remain as pled.

23 **INTERROGATORY NO. 25:** Do you deny liability? If so, please state the facts
24 supporting that denial.

25 **ANSWER:** Yes, I was not involved in the accident. See police report.
26

1 **INTERROGATORY NO. 26:** Do you allege some other **PERSON** caused or
2 contributed to the **INCIDENT**, and is therefore liable for its proportionate share of fault
3 under RCW 4.22.070? If so, please state the name, address, and telephone number of each
4 such **PERSON** and state the facts upon which you base your allegation that such **PERSON**
5 caused or contributed to the **INCIDENT**.

6 **ANSWER:** None other than defendant Maffei.

7 **INTERROGATORY NO. 27:** Do any insurance or indemnification policies exist
8 that may satisfy part or all of a judgment that may be entered in this action; or to indemnify
9 or reimburse for payments made to satisfy such judgment? If so, please state as to each
10 insurance agreement or policy its complete contents, including:

- 11 (a) Name, address and telephone number of insurer or indemnitor;
12 (b) Name, address and telephone number of each named insured or indemnitee;
13 (c) Each type of coverage provided;
14 (d) Limits of each type of coverage provided;
15 (e) Amount of deductible as to each coverage;
16 (f) Policy period coverage;
17 (g) Policy number.

18 **NOTE:** This interrogatory may be responded to by producing a complete copy of the
19 declaration page of each insurance agreement or policy.

20 **ANSWER:** See declaration page attached.

21 **INTERROGATORY NO. 28:** Have any of the insurers or indemnitors identified in
22 your response to the preceding interrogatory denied, in whole or in part, coverage or
23 indemnification for any of plaintiff's claims, or accepted defense of this action upon a
24 reservation of rights? If so, please state as to each:

- 25 (a) Name, address and telephone number of the insurer or indemnitor;
26 (b) Contract language upon which the insurer or indemnitor bases its denial of
 coverage, indemnification or reservation of rights;
 (c) Reasons for the insurer or indemnitor's denial of coverage, indemnification or
 reservation of rights.

ANSWER: No.

INTERROGATORY NO. 29: Identify each such person you or your attorneys
 expect to testify at trial as an expert witness and for each such witness, state:

- 1 (a) The subject matter on which the expert is expected to testify;
2 (b) The substance of the facts and opinions to which the expert will testify; and
3 (c) A summary of the grounds for each such opinion;

4 **ANSWER:** No determination has been made as to whom may be called as an
5 expert witness at the time of trial. Once this determination has been made, this answer will
6 be supplemented.

7 **REQUESTS FOR PRODUCTION**

- 8 1. Transcripts of all recorded statements made by plaintiff.

9 **RESPONSE:** None.

- 10 2. Copies of all reports or other writings completed by plaintiff in connection
11 with this accident.

12 **RESPONSE:** None.

- 13 3. Copies of all accident reports completed by defendant(s) in the course of
14 applicable.

15 **RESPONSE:** None.

- 16 4. Copies of all photographs in your possession relating in any way to this
17 accident, including but not limited to those depicting the plaintiff, the vehicles involved or
18 the scene of the accident.

19 **RESPONSE:** See photographs of the scene and my vehicle attached.

- 20 5. Copies of all video tapes and/or motion pictures taken of the plaintiff or the
21 scene, in any way relating to the liability or damages issues in this case.

22 **RESPONSE:** None.

- 23 6. Copies of all policies of insurance together with the declarations sheets which
24 may be available to provide for the losses being claimed by plaintiff.

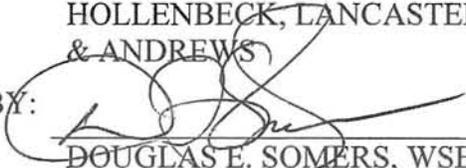
25 **RESPONSE:** See declaration page attached.

1
2 7. A copy of all estimates of repair to the vehicle you were driving at the time of
3 the accident.

4 RESPONSE: See estimate and total loss valuation for the vehicle my son was
5 driving attached.

6 DATED: June 3, 2010

HOLLENBECK, LANCASTER, MILLER
& ANDREWS

7
8 BY: 

9 DOUGLAS E. SOMERS, WSBA # 20062
10 Attorney for Defendant Kegney
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

1 DECLARATION OF SERVICE

2 I declare that I served the foregoing DEFENDANT DAMIANN D. KEGNEY'S RESPONSES TO
3 PLAINTIFF'S FIRST INTERROGATORIES AND REQUESTS FOR PRODUCTION on the attorneys
4 below

5 Martin D. Fox
6 Martin D. Fox, P.S.
7 2033 Sixth Avenue, Suite 800
8 Seattle, WA 98121
9 Attorney for Plaintiff, SUSAN KARLMAN
10 Phone: (206) 728-0588
11 Fax: (206) 728-0093

12 Kazuemon W. Davis
13 Drazkowski & Fucetola
14 32001 32nd Avenue S.
15 Suite 405
16 Federal Way, WA 98001
17 Attorney for Co-Defendant, FERNANDO MAFFEI
18 Phone: (253) 815-6310
19 Fax: (253) 838-2462

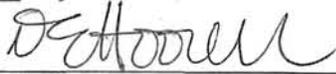
20 [] by causing a full, true and correct copy thereof to be MAILED in a sealed, postage-
21 paid envelope, addressed as shown above, which is the last-known address for the
22 party's office, and deposited with the U.S. Postal Service at Bellevue, WA, on the
23 date set forth below;

24 [X] By causing a full, true and correct copy thereof to be HAND-DELIVERED BY ABC
25 MESSENGER SERVICE to the party, at the address listed above, which is the last-
26 known address for the party's office, on the date set forth below;

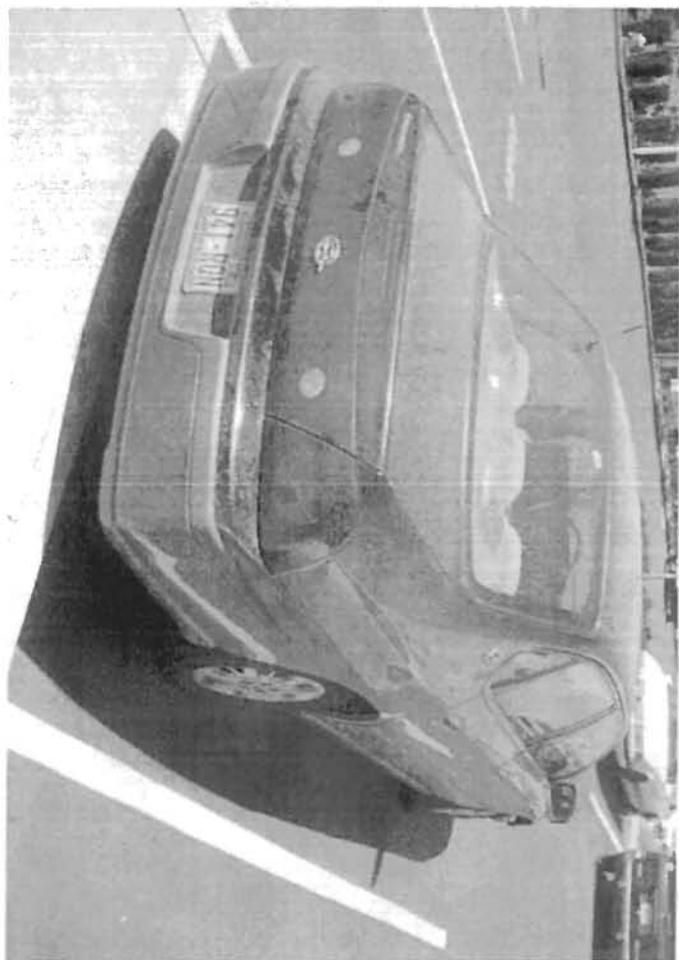
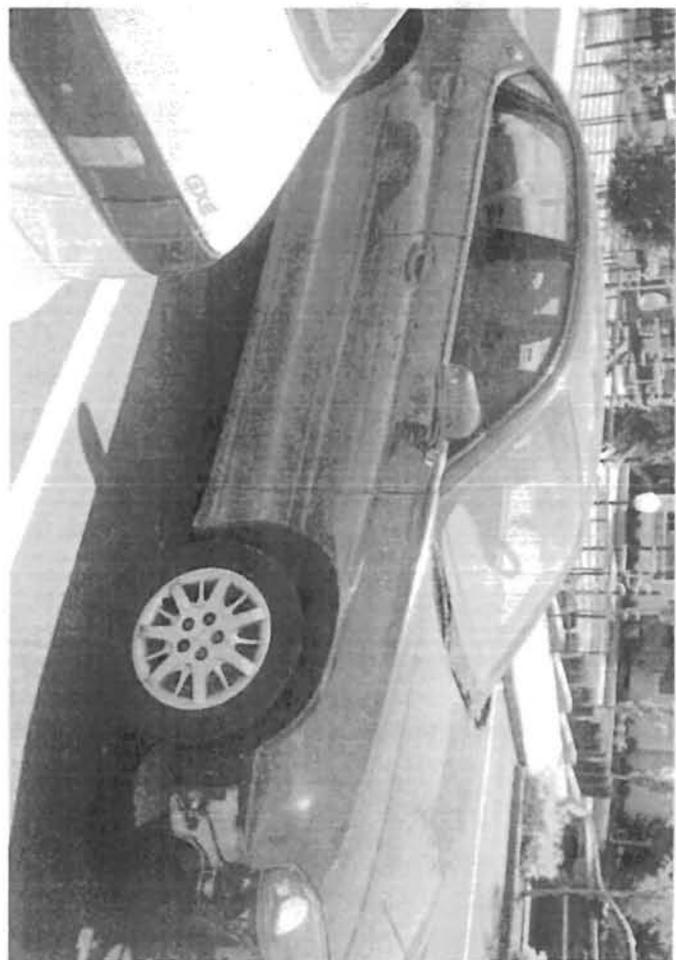
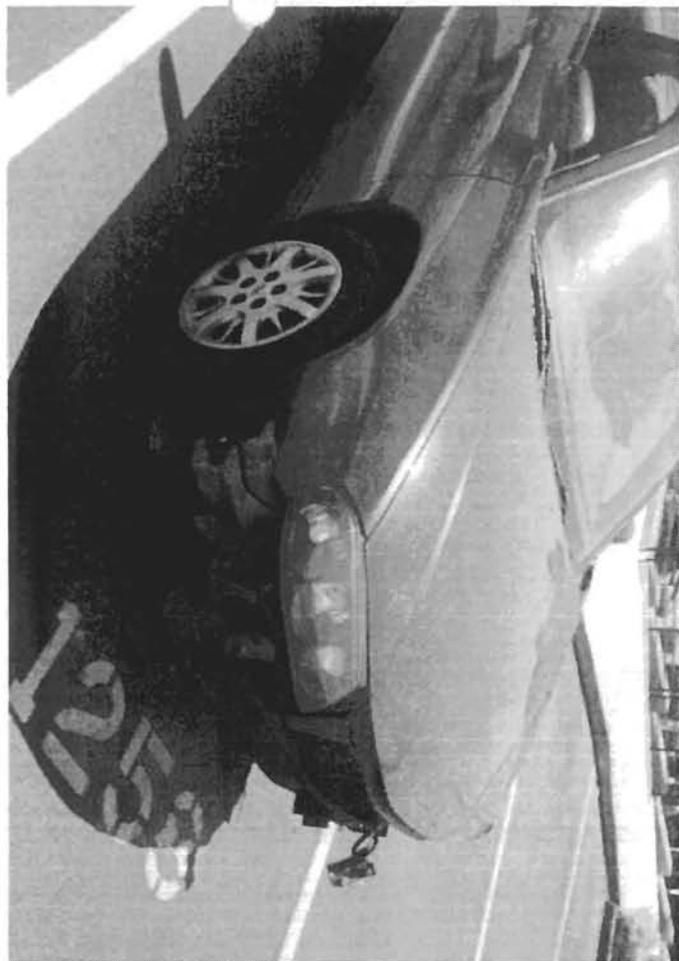
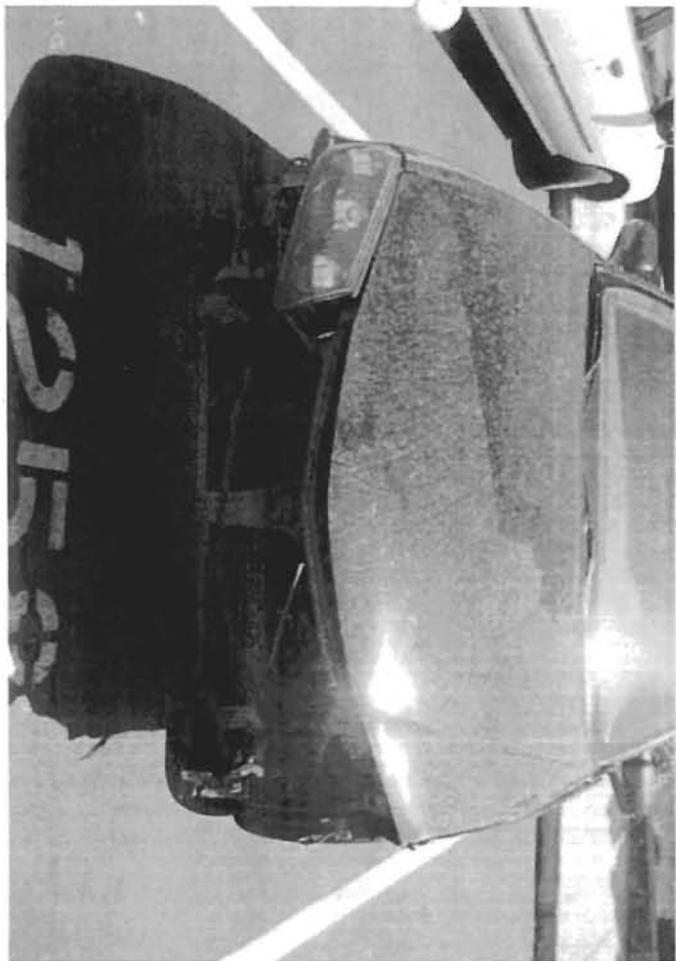
[] By causing a full, true and correct copy thereof to be FAXED to the party, at the fax
number shown above, which is the last-known fax number for the party's office, on
the date set forth below.

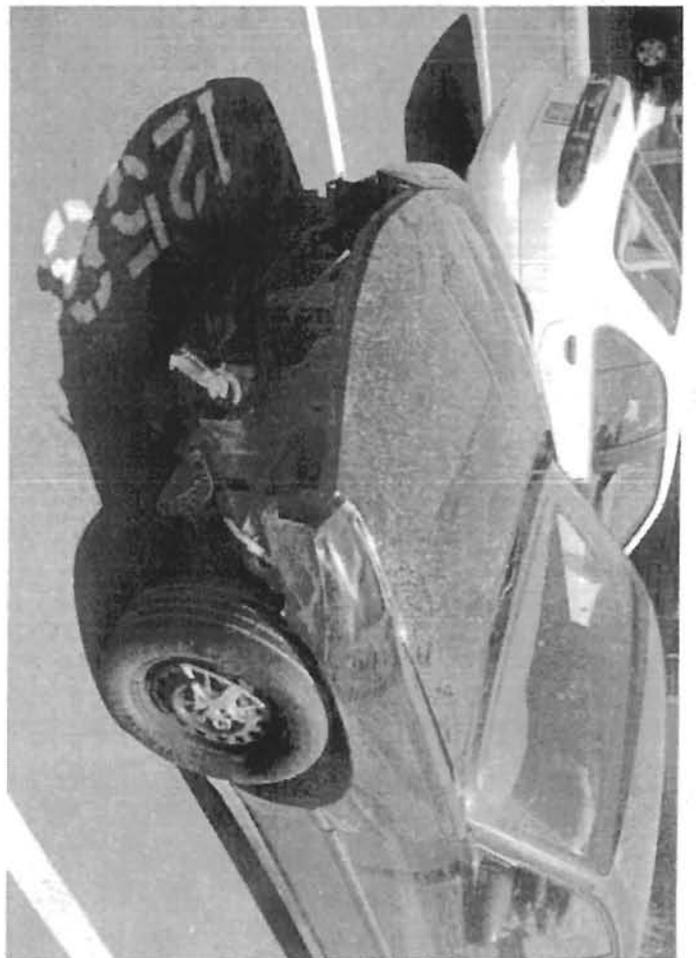
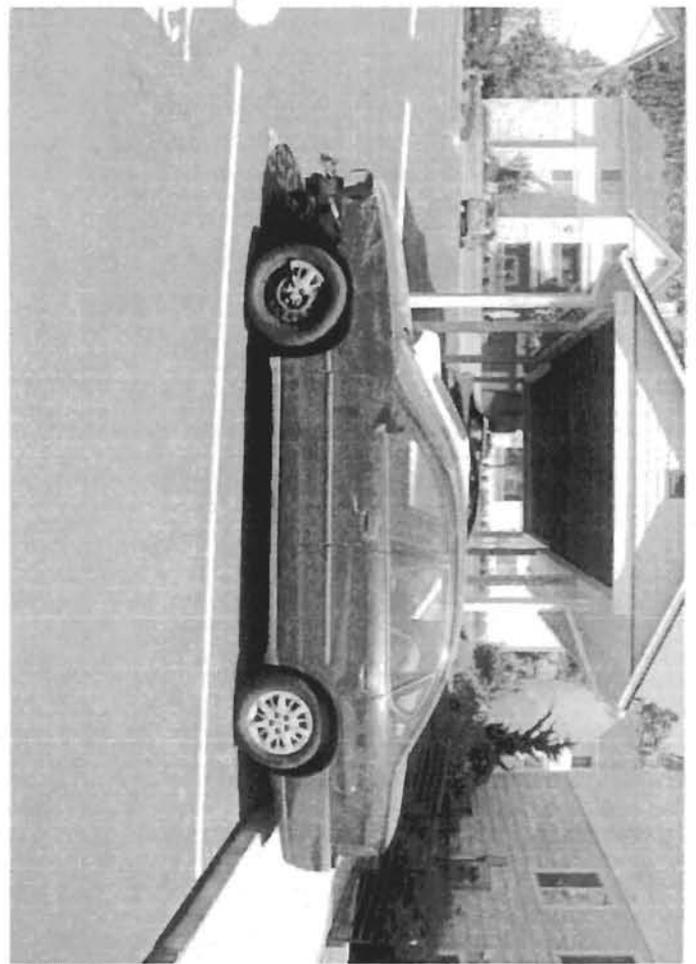
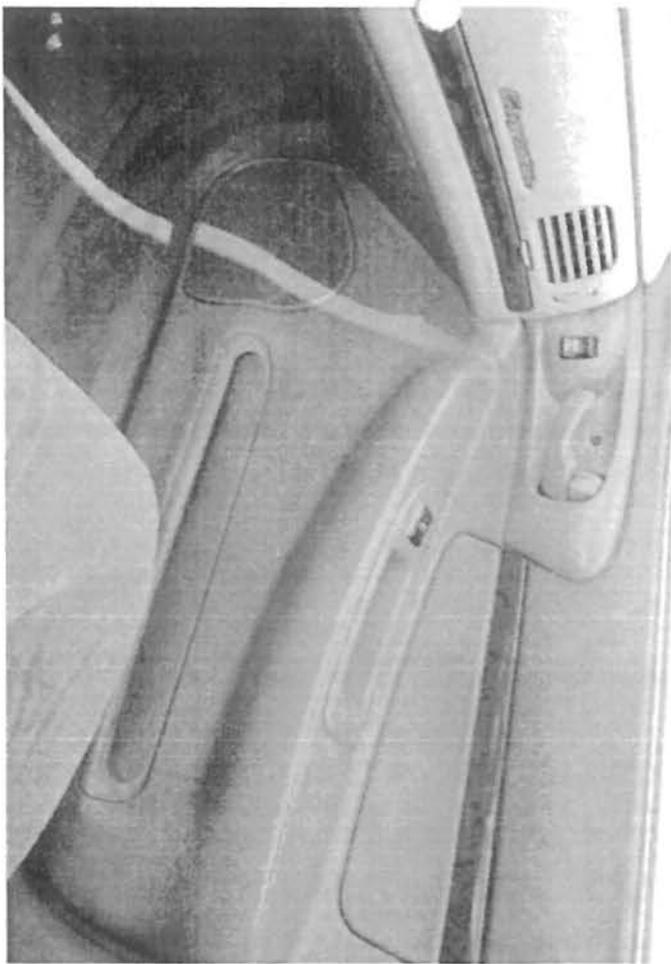
I declare under penalty of perjury under the laws of the State of Washington that the
foregoing is true and correct.

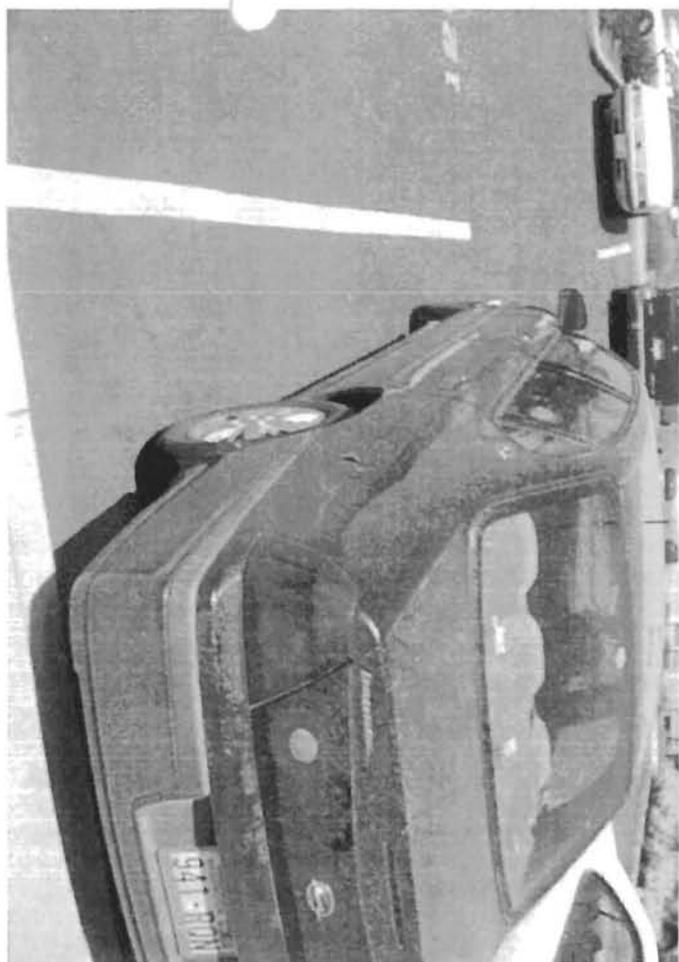
Executed at Bellevue, WA on this 3rd day of June, 2010.


Danielle E. Hoover
Paralegal



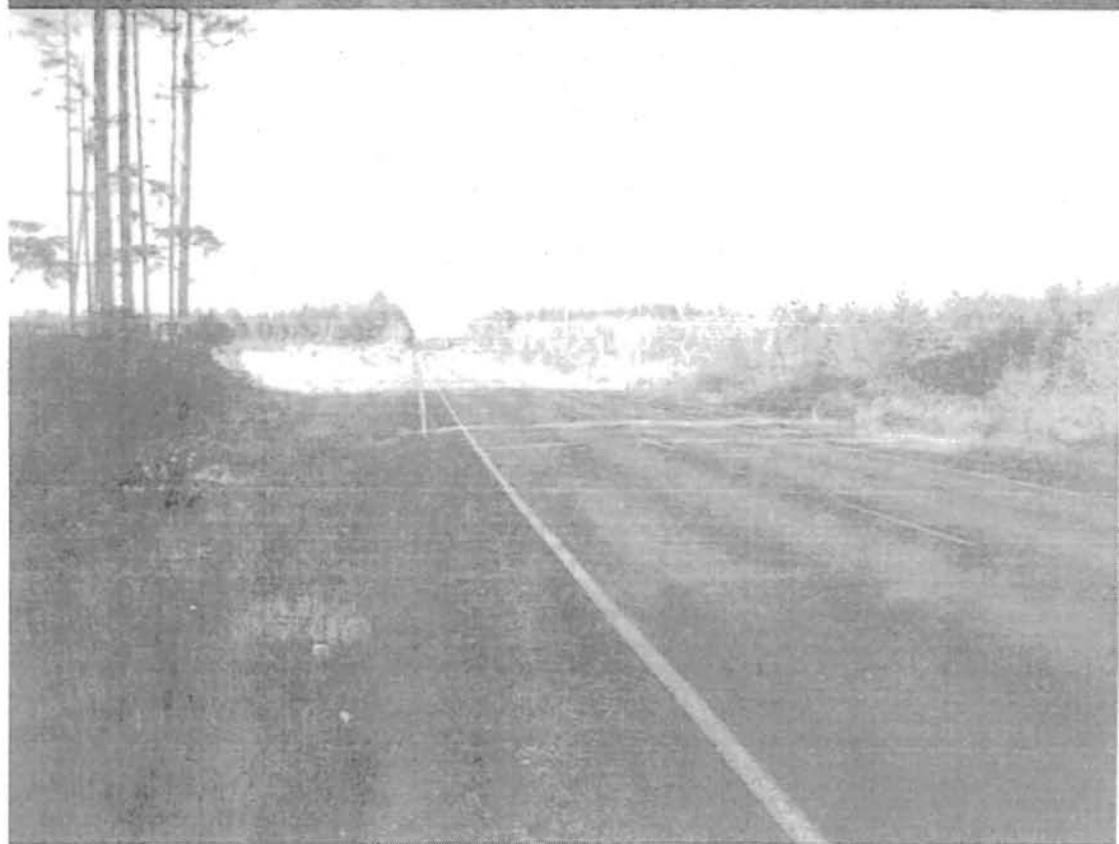






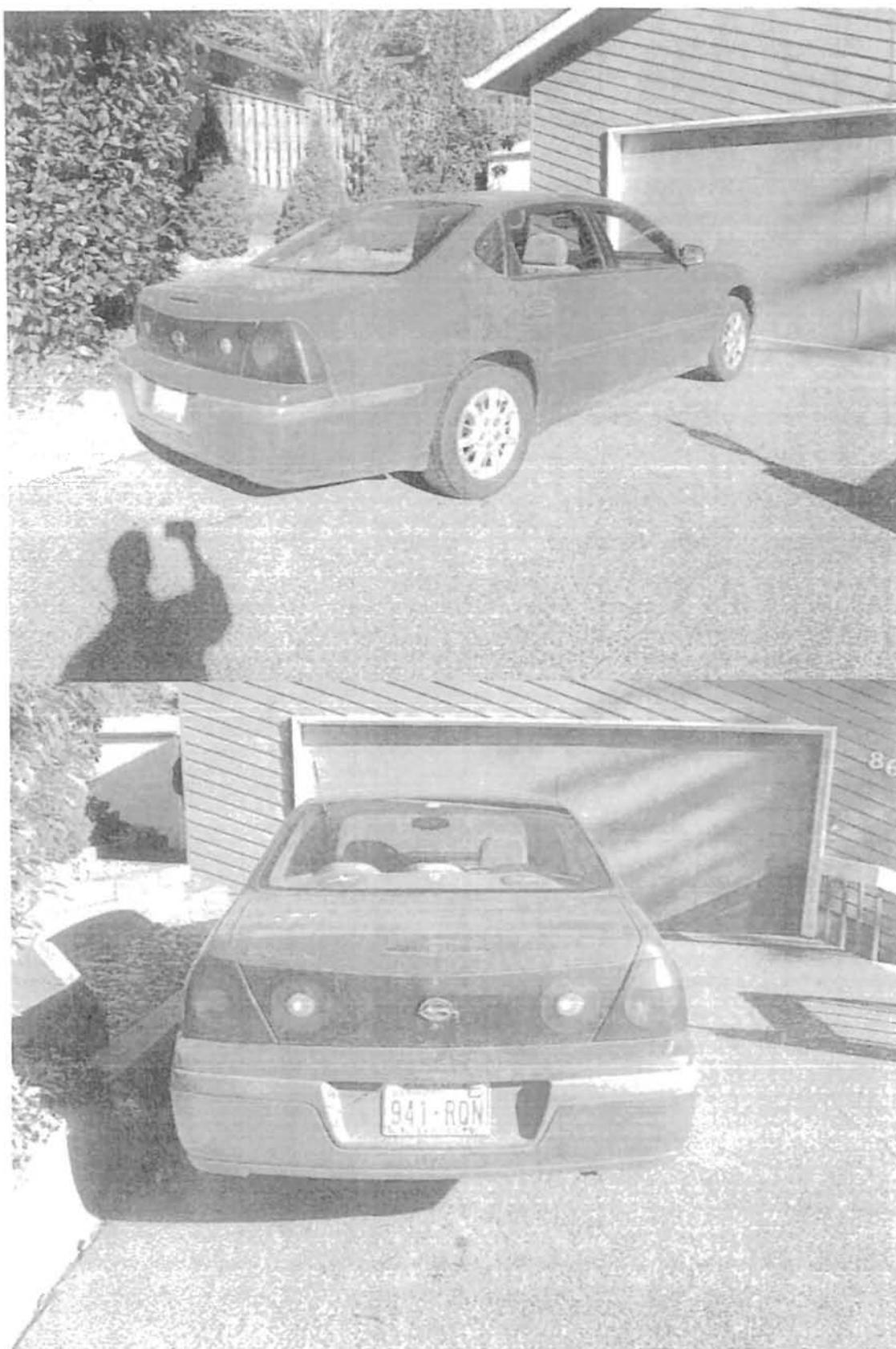




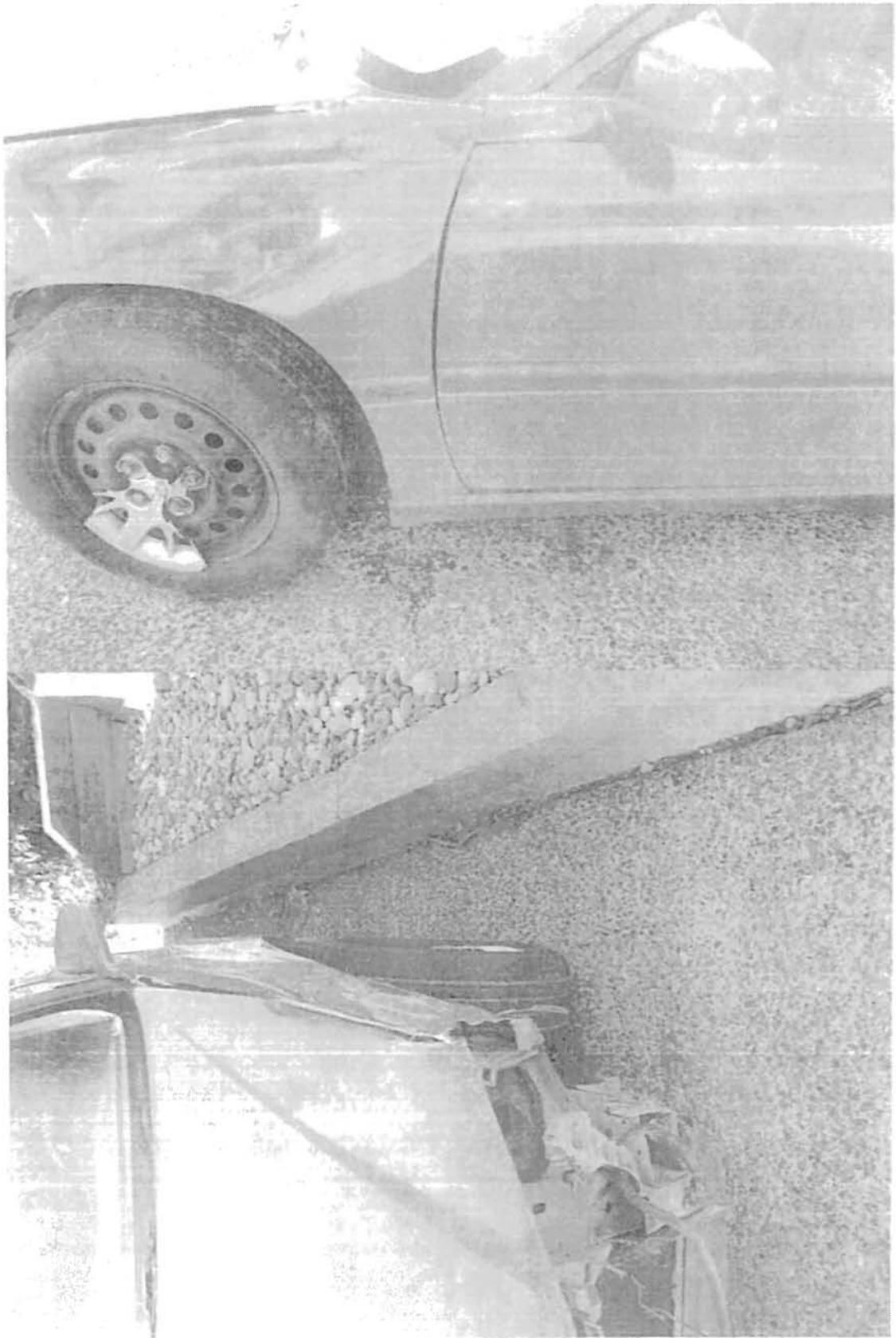


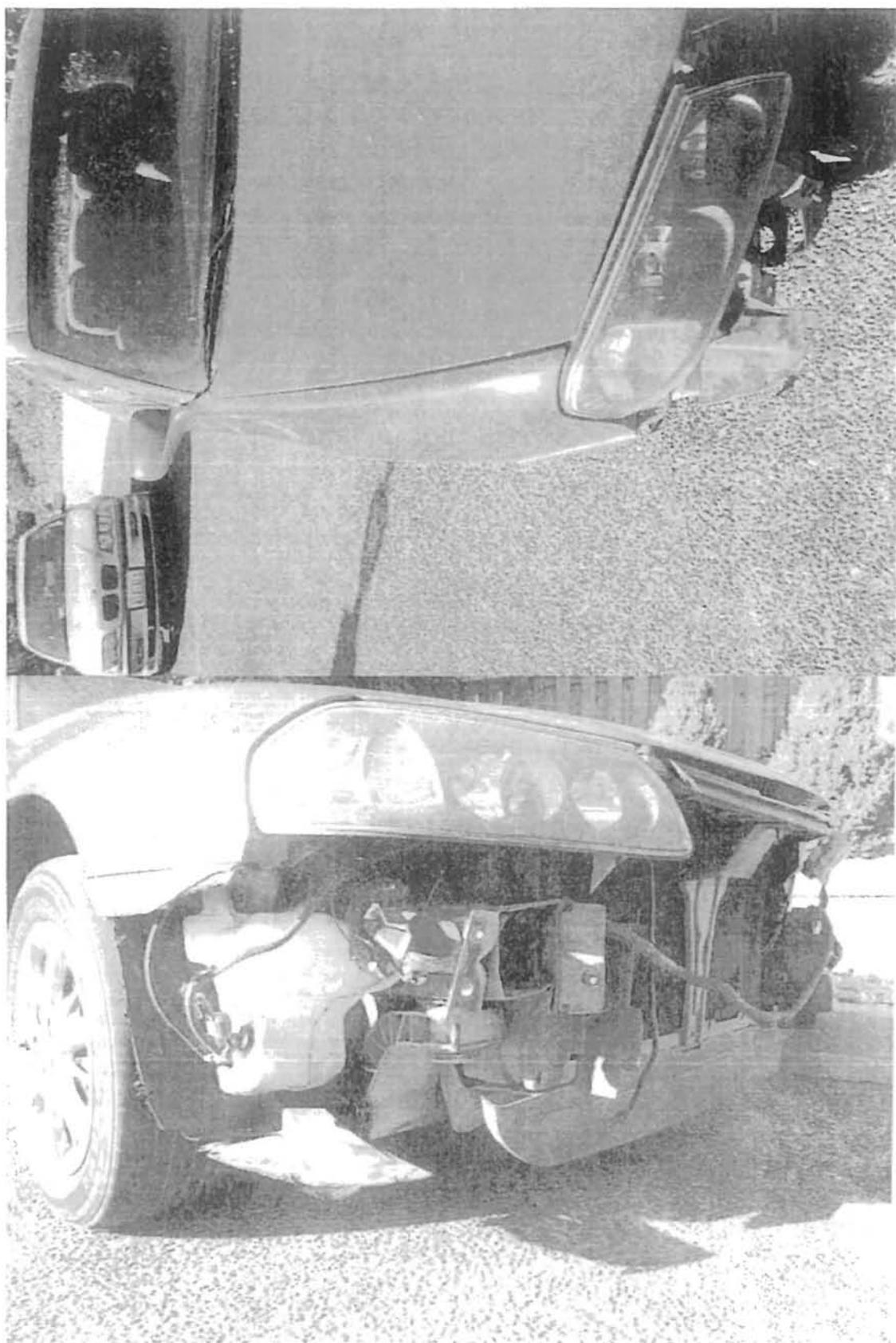








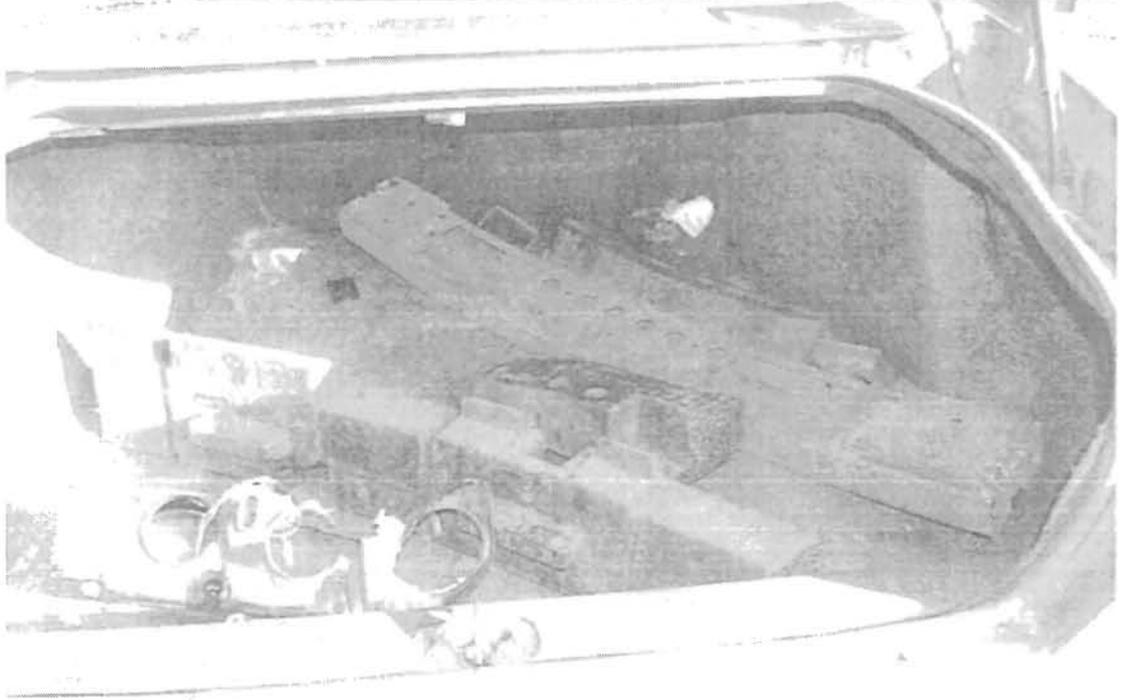


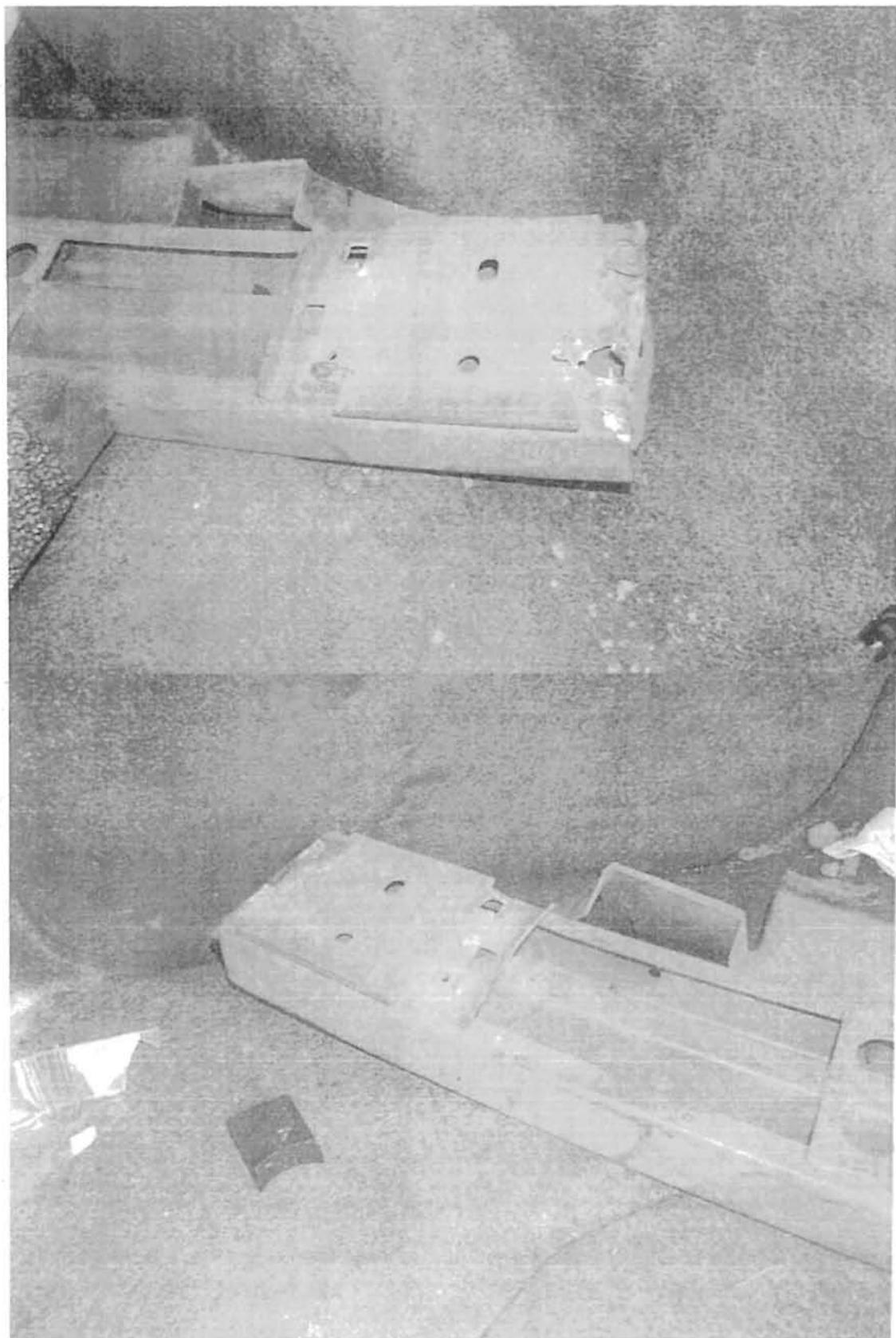


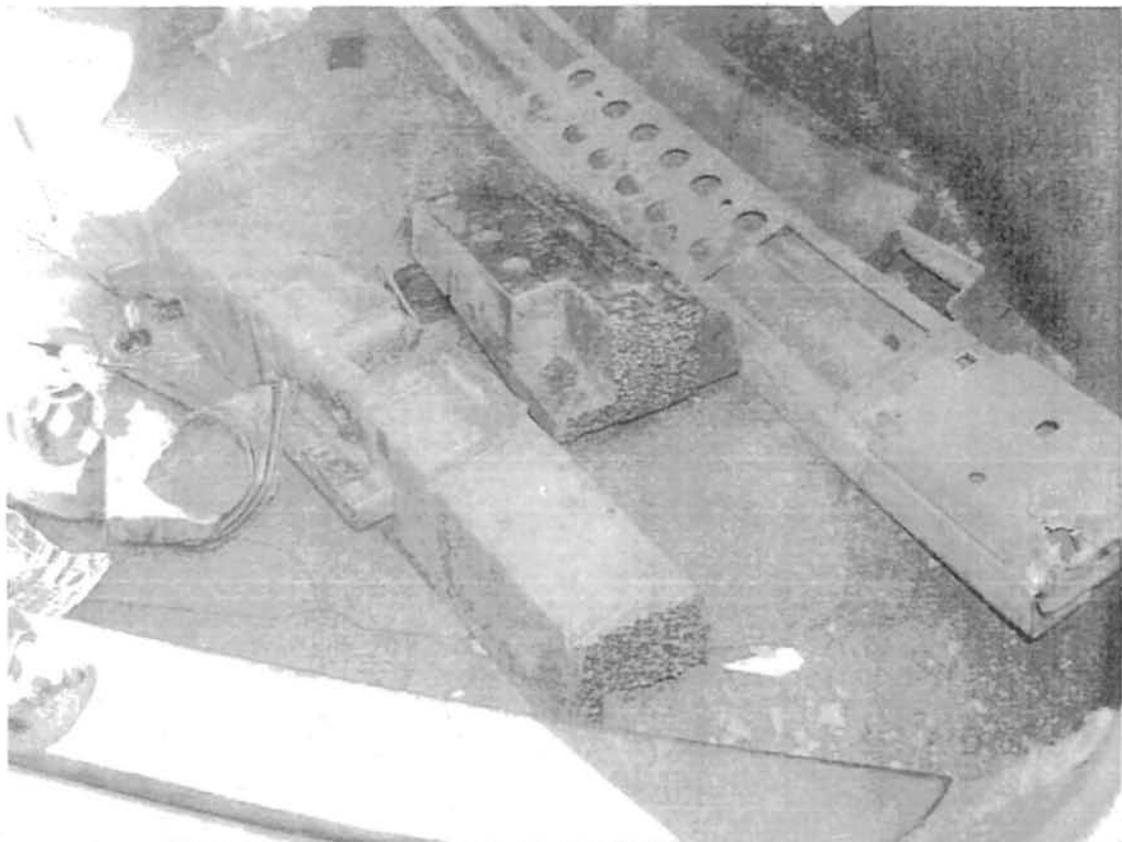


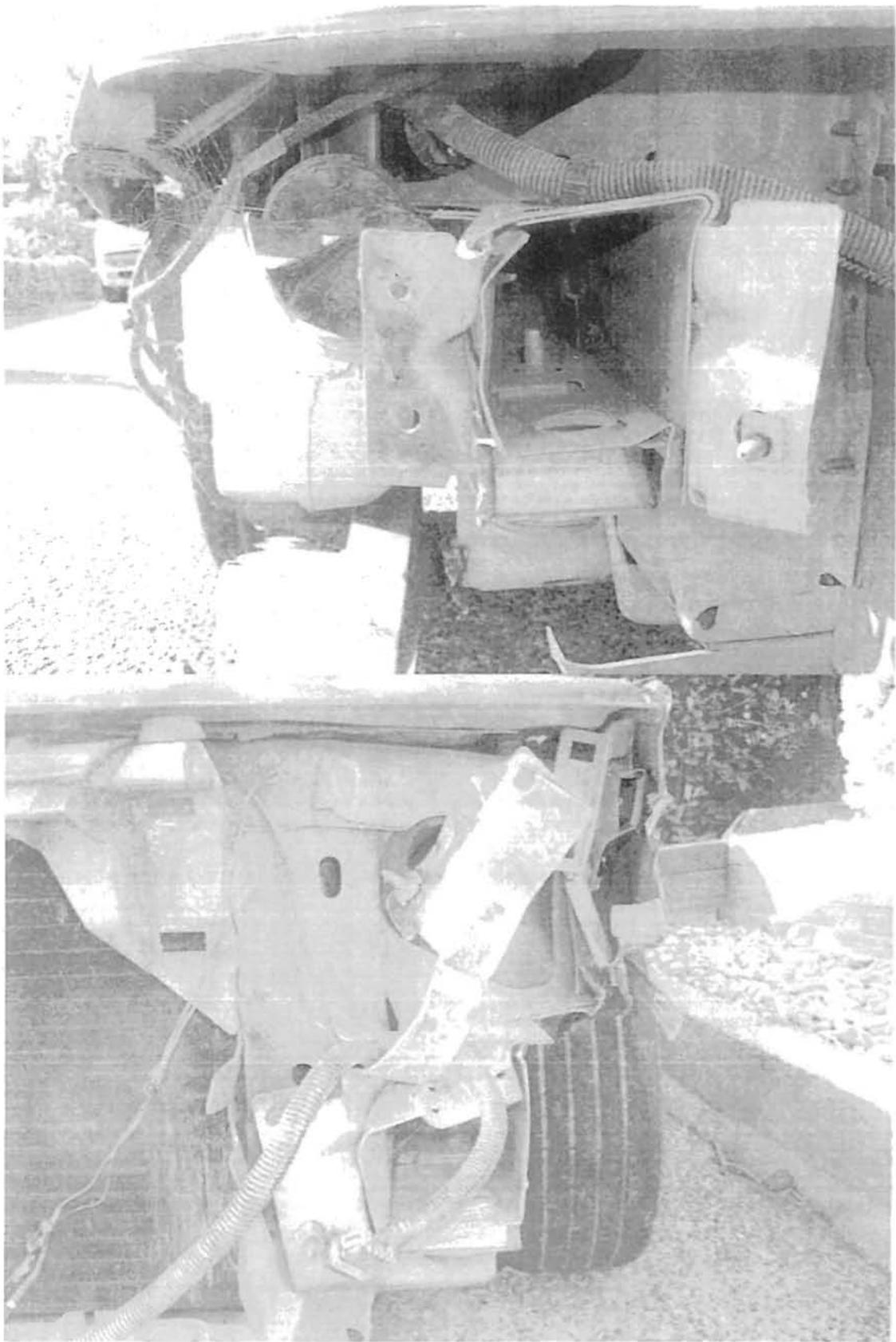




















FARMERS

DECLARATIONS

COMPANY NAME:

FARMERS INSURANCE COMPANY OF WASHINGTON, MERCER IS, WA
A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY

TRANSACTION TYPE: CHANGE - MISCELLANEOUS

The Effective Date is from 12:01 A.M. STANDARD TIME. The policy may be renewed for an additional policy term of six months each time the Company offers to renew by sending a bill for the required renewal premium, and the insured pays said premium in advance of the respective renewal date. The Policy is issued in reliance upon the statements in the Declarations.

INSURED'S NAME & ADDRESS: DAMIANN D KEGNEY, LLOYD T KEGNEY, 8605 NW LAKECREST CT, VANCOUVER WA 98665-6520
POLICY NO: 79 17885-41-80
POLICY EDITION: 03
EFFECTIVE DATE: 04-26-2007
EXPIRATION DATE: 10-26-2007
EXPIRATION TIME: 12:01 A.M. Standard Time
PREMATIC NO DP32934
ISSUING OFFICE: P.O. BOX 23503, TIGARD, OR 97281
AGENT: Dale A Voelz
AGENT NO: 79 06 352
AGENT PHONE: (360) 695-1364

DESCRIPTION OF VEHICLE

Table with columns: Year, Make, Model, Vehicle Identification Number, Rating Points (Major, Minor, Accidents). Row: 2001, CHEVROLET, IMPALA SEDAN, 2G1WF52E519223777, Major: -, Minor: -, Accidents: 0

COVERAGES *ENTRIES IN THOUSANDS OF DOLLARS. (SEE REVERSE SIDE FOR COVERAGE DESIGNATIONS)

Table with columns: Bodily Injury P.D., Uninsured Motorist Bodily Injury P.D., Medical (No Fault), Comprehensive Deductible, Collision Deductible, Towing, Non-Auto (Lib., Medical), Other. Row: 250, 500, 50, NC, NC, NC, NC, NC, NC, NC, NC, NC, NC

PREMIUM BY COVERAGE

Table with columns: Premium, NOT COV, NOT COV. Row: 139.90, NOT COV, NOT COV

ENDORSEMENT NUMBERS

Table with columns: Endorsement numbers. Row: E1248 S7910 S7931 S7953, S7962 S7979 S7995 W7925, E0022 S7952

MESSAGES / RATING INFORMATION

CAR SYMBOL (X). SEE ENDORSEMENT E0022. PLEASURE USE: ANNUAL MI. OVER 5000, UNDER AGE 50. * RECONSTRUCTION * PLEASE CONTACT YOUR FARMERS AGENT FOR A FREE FARMERS FRIENDLY REVIEW TO ENSURE THAT YOUR FAMILY IS PROPERLY PROTECTED AND THAT YOU ARE RECEIVING ALL OF THE DISCOUNTS/CREDITS, COVERAGES AND PACKAGE POLICIES AVAILABLE.

DISCOUNTS / RATING PLAN

ACCIDENT-FREE
AUTO/HOME
EFT
MULTIPLE CAR
ULTRA PREFERRED
30/60

POLICY ACTIVITY (Submit amount due with enclosed invoice)

Table with columns: \$, Previous Balance, Premium, Fees, Payments or Credits, Total. Row: \$, Previous Balance, Premium, Fees, Payments or Credits, Total. Note: ANY 'TOTAL' BALANCE OR CREDIT \$7.00 OR LESS WILL BE APPLIED TO YOUR NEXT BILLING. BALANCES OVER \$7.00 ARE DUE UPON RECEIPT.

LIENHOLDER OR OTHER INTEREST:

Countersignature

Paul N. Hopkin
Authorized Representative

COVERAGE DESIGNATIONS

COVERAGES -- Indicated by "COV" or the limit of Company's liability against each coverage. "NC" or "NOT COV" means "NOT COVERED." "MAX" means "Maximum Deductible."

BODILY INJURY	— Bodily Injury Liability	COMPREHENSIVE	— Comprehensive Car Damage
P.D.	— Property Damage Liability	COLLISION	— Collision - Upset
U.I.M.	— Benefits for Bodily Injury if caused by Underinsured Motorists.	TOWING	— Towing and Road Service Insurance
MEDICAL	— Medical Expense Insurance, Family Medical Expense and Guest Medical Expense - See Policy Provision. If policy contains the No-Fault Coverage D, Auto Medical Expense Coverage does not apply. If Endorsement E1103 is attached, Medical Expense Coverage applies instead of No-Fault Coverage D.	NON-AUTO	— Comprehensive Personal Liability - Each occurrence. Medical Payments to Others - Each Person. Damage to Property of Others - See Policy for Limits per occurrence.
NO-FAULT	— See Coverage D if applicable.	OTHER	— One or more miscellaneous coverages added by endorsement

If a refund is due under this policy and the insured cannot be located, we may deduct a handling charge. Subject to the Loss Payable Provisions or any other loss payable endorsement attached to the policy, payment for loss thereunder is payable as interest may appear to the named insured and the Lienholder or Other Interest on the reverse side.

LOSS PAYABLE PROVISIONS

(Applicable only if lienholder is named, and no other Automobile loss payable endorsement is attached to the policy)
These Provisions are identical to that promulgated in Washington State Insurance Department Form REG-335, pursuant to §1, Chapter 12, Laws of 1967, Extraordinary Session, State of Washington.

It is agreed that any payment for loss or damage to the vehicle described in this policy shall be made on the following basis:

1. Loss or damage, if any, under this policy shall be payable first to the loss payee or mortgagee (hereinafter called secured party), and, second, to the insured, as their interests may appear; PROVIDED, That, upon demand for separate settlement by the secured party, the amount of said loss shall be paid directly to the secured party to the extent of its interest.
2. This insurance as to the interest of the secured party shall not be invalidated by any act or neglect of the insured named in said policy or his agents, employees or representatives, nor by any change in the title or ownership of the insured property; PROVIDED, HOWEVER, That, the conversion, embezzlement or secretion by the named insured or his agents, employees or representatives is not covered under said policy unless specifically insured against and premiums paid therefor.
3. In applying the pro rata provisions of the policy, the amount payable to the secured party shall be reduced only to the extent of pro rata payments receivable by the secured party under other policies.
4. The Company reserves the right to cancel the policy at any time as provided by its terms, but in such case the Company shall mail to the secured party a notice stating when such cancellation shall become effective as to the interest of said secured party. The amount and form of such notice shall be not less than that required to be given the named insured, by law or by the policy provisions, whichever is more favorable to the secured party.
5. If the insured fails to render proof of loss within the time granted in the policy conditions, such secured party shall do so within sixty (60) days after having knowledge of a loss, in form and manner as provided by the policy, and, further, shall be subject to the provisions of the policy relating to appraisal and the time of payment and bringing suit.
6. Whenever the Company shall pay the secured party any sum for loss or damage under such policy and shall claim that, as to the insured, no liability exists, the Company shall, to the extent of such payment, be thereupon legally subrogated to all the rights of the party to whom such payment shall be made, under all collateral held to secure the debt, or may, at its option, pay to the secured party the whole principal due or to grow due on the mortgage or other security agreement, with interest, and shall thereupon receive a full assignment and transfer of the mortgage or other security agreement and of all collateral held to secure it; but no subrogation shall impair the right of the secured party to recover the full amount due it.
7. All terms and conditions of the policy remain unchanged except as herein specifically provided.
8. All notices sent to the secured party shall be sent to its last reported address, which must be stated in the policy.

The following applies as respects any loss adjusted with the mortgage interest only:

- (1) Any deductible applicable to Comprehensive Coverage shall not exceed \$250.
- (2) Any deductible applicable to Collision Coverage shall not exceed \$250.

This Declarations page, when signed by us, becomes part of the policy numbered on the reverse side. It supersedes and controls anything to the contrary. It is subject to all the other terms of the policy.



Claim: 07-2619292

Autosource Valuation 2005 Harley Davidson FLTRI Road Glide

AS Request: 19983005

Audatex **Autosource Valuation**

Administrative Data **2005 Harley Davidson FLTRI Road Glide**

ATTN: ORIA BJORKLUND
 Angella White
 The Progressive Group
 Special Lines WA Branch
 200 112th Ave NE Ste 300
 Bellevue WA 98004

Claimant:
 Insured: Fernando Maffei
 Claim: 07-2619292
 Loss Date: 05/26/2007
 Loss Type: Collision
 Other: 813114

VINSOURCE Analysis **2005 Harley Davidson FLTRI Road Glide**

1HD1FSW175Y636386
 Decodes as: 2005 Harley Davidson FLTRI Road Glide
 Accuracy: Decodes Correctly
 History: No activity was reported

Vehicle Valuation Detail **2005 Harley Davidson FLTRI Road Glide**

	Comparable Vehicle	Loss Vehicle	Adjustment
Contact Owner	Benny		
Telephone	(253) 359-4234		
Contact Date	06/01/07		
City/State	Tacoma, WA	Shelton, WA	
Price	\$15,000		\$15,000
Description			
Year	2005	2005	
Make	Harley Davidson	Harley Davidson	
Model	Motorcycle	Motorcycle	
Edition	FLTRI Road Glide	FLTRI Road Glide	
Body	Touring	Touring	
Engine	2 Cylinder 1450cc Engine	2 Cylinder 1450cc Engine	0
Transmission	5 Speed Manual	5 Speed Manual	0
Color	Black	Black	
Odometer	10,000 MI(Actual)	13,485 MI(Actual)	-490
Equipment			
Convenience Options	Cruise Control	Cruise Control	
Other Optional Equipment		Back Rest - Rear	55
	Crash Bar(s)	Crash Bar(s)	
		Custom Seat	125
	Electric Start	Electric Start	

Claim: 07-2819292

Autosource Valuation 2005 Harley Davidson FLTRI Road Glide

AS Request: 19883955

Comparable Vehicle	Loss Vehicle	Adjustment
	Custom Exhaust (mc)	125
Half Fairing	Full Fairing	250
Foot Board 2 sets of 2	Foot Board 2 sets of 2	
Special Graphics	Special Graphics	
	Hi-Way Pegs	40
Security Alarm System		-165
Pearlescent Paint		-230
Hard Saddle Bags	Soft Saddle Bags	-175
Radio/Phone/Alarm Options	Compact Disc Player	
	Compact Disc Player	
	Autosource Value Before Condition Adjustments	14,535
Overall Condition		
Exterior	AVERAGE	AVERAGE
Mechanical	AVERAGE	AVERAGE
Tires	AVERAGE	AVERAGE
	Total Condition Adjustments	0
Total Condition Adjusted Market Value		\$14,535

General Sales Tax	%	
Title Fee		
Transfer Fee		
Deductible	-	
Net Adjusted Value		
Salvage/Other	-	

Valuation Notes 2005 Harley Davidson FLTRI Road Glide

- o **Adjustments of Special Note**
 - ▣ An adjustment of \$65 was made for the reported aftermarket Back Rest - Rear. The date of purchase was not provided.
 - ▣ An adjustment of \$125 was made for the reported aftermarket Custom Seat. The date of purchase was not provided.
 - ▣ An adjustment of \$125 was made for the reported aftermarket Custom Exhaust (mc). The date of purchase was not provided.
 - ▣ An adjustment of \$250 was made for the reported aftermarket Full Fairing. The date of purchase was not provided.
 - ▣ An adjustment of \$40 was made for the reported aftermarket Hi-Way Pegs. The date of purchase was not provided.
 - ▣ An adjustment of \$ -175 was made for the reported aftermarket Soft Saddle Bags. The date of purchase was not provided.
- o **Information provided by The Progressive Group**
 - ▣ Loss vehicle description was provided by The Progressive Group
 - ▣ All values are in U.S. dollars.
- o **Autosource Valuation Process**
 - ▣ Over 2,400,000 vehicles are entered weekly into the database used for researching this value. This database includes dealer inspected, dealer inventory, dealer advertised, phone verified and advertised private party vehicles.

Claim: 07-2619292

Autosource Valuation 2005 Harley Davidson FLTRI Road Glide

AS Request: 19883955

- The originating search area for this valuation was Shelton, Washington.
 - The market area was automatically expanded in order to provide sufficient replacement vehicle data in accordance with the procedures established for your office.
 - The VIN decoded correctly.
- o **Other Adjustments or Comments**
- A mileage adjustment of 14.00 cents per mile has been applied. This adjustment is based on the vehicle year, vehicle category and market area. Mileage adjustments are rounded to the nearest five dollars. Mileage adjustments are capped at 40% of the vehicle's starting value.

Original Equipment Guide		2005 Harley Davidson FLTRI Road Glide	
Engine Options		Transmission Options	
* 2 Cylinder 1450cc Engine	STD	* 5 Speed Manual	STD
Other Optional Equipment		Convenience Options	
* Crash Bar(s)	STD	* Cruise Control	STD
* Electric Start	STD	Hard Saddle Bags	STD
* Foot Board 2 sets of 2	STD	Radio/Phone/Alarm Options	
* Special Graphics	STD	* Compact Disc Player	STD
Half Fairing	STD		
Security Alarm System	\$275		
Pearlescent Paint	\$390		
Option Packages			
Profile Laced Wheels	\$450		
		Base retail price	\$17,346
Loss Vehicle manufacturer's suggested retail price as reported			\$17,346

Editions available for the same body style (in order of original cost, increasing): Flhpei Plc Escr, Flhpl Rd Kng Plc, Flhtcui Pce Offc, Flhtcui Firefr, Flhri Firefr, FLHRI Peace Offc, Flhtc Firefr, Flhtol Peace Off, FLHTPI Police, FLHT Electra Gld, Flhti Electragld, FLHR ROAD KING, FLHRI ROAD KING, FLHRS RdKng Cstm, FLHTC CLASSIC, Flhrci Rdkngclsc, *FLTRI Road Glide, Flhrci Rdkngcstm, FLHTCI CLASSIC, FLHTCUI EG Ultra, Flhtcui Shrine

* Indicates loss vehicle equipment.

Recall Bulletins 2005 Harley Davidson FLTRI Road Glide

Nat'l. Highway Traffic Safety Admin (US) has issued a total of 1 recall bulletin that may apply to this vehicle.

NHTSA ID Number 04V465000

Date Issued: 09/21/04

Quantity Affected: 2,828

Defect: On certain motorcycles, a condition occurs that could allow pressure to build up in the fuel tank. On fuel injected vehicles, this condition could cause fuel to spray out unexpectedly when the fuel cap is removed. On carbureted vehicles, excessive fuel could be transferred to the carburetor, which would eventually allow fuel to drip from the air cleaner. These situations could cause serious personal injury or create a fire hazard for persons or property on or near the motorcycle.

Remedy:

Claim: 07-2616292

Autosource Valuation 2005 Harley Davidson FLTRI Road Glide

AS Request: 19883955



Dealers will test each canister for blockage, then replace as necessary. The recall is expected to begin on October 11, 2004. Owners should contact Harley Davidson at 1-414-343-4056.

Reported Phone Number Analysis 2005 Harley Davidson FLTRI Road Glide

No Vehicles Advertised at (360) 426-7726

NICB Report 2005 Harley Davidson FLTRI Road Glide

No NICB/ISO Activity

Vehicle Salvage Title Summary 2005 Harley Davidson FLTRI Road Glide

Salvage history is not available for motorcycles or snowmobiles.

About Your Valuation 2005 Harley Davidson FLTRI Road Glide

This report contains proprietary information of Audatex and shall not be disclosed to any third party (other than the insured or claimant) without Audatex's prior written consent. If you are the insured or claimant and have questions regarding the description of your vehicle, please contact the insurance company that is handling your claim. Information within VINsource/NICB is provided solely to identify potential duplicative claims activity. User agrees to use such information solely for lawful purposes.

Tax rates contained herein are based on general sales tax data provided by Vertex Inc. Excise, use, registration, licensing and other taxes and fees that may be applicable are not included. Audatex makes no representations or warranties concerning the applicability or accuracy of such tax data.

Report Generated by Audatex, a Solera Company

© 2007 Audatex North America, Inc. All Rights Reserved.

RE: Claim #07-2619292-02

Your Comps That I Could Verify:

5/27/07	Dick's Country Dodge	\$6250	98288 mi
5/27/07	Affordable Auto Wholesale	\$5495	112100 mi
5/27/07	KARZ COMPANY	\$6999	98565 mi
5/27/07	TIM'S AUTOMOTIVE	\$6995	120000 mi
4/24/07	Tacoma News Tribune	\$7997	91850 mi
5/13/07	Seattle Auto Guide	\$8499	103500 mi

My Comps (see attached):

5/31/07	Craigs List	\$5900	101169 mi
6/01/07	Lynnwood Express Auto	\$6999	102510 mi
6/01/07	K & S Wholesale	\$7995	80587 mi
6/01/07	Maple Leaf Motors	\$6888	143170 mi

TOTALS:		70017	1051739 (totals)
Average Value/Miles (10 comps) =		\$7002	105174 mi
Loss Vehicle =			104564 mi
Mileage Difference =			610 mi
Mileage Adjustment (\$.0425 rounded to nearest \$5) =			+ \$25

Summary:

Value of vehicle	\$7002
Mileage Adj	+25
Preferred Equip Pkg	+95
Condition Adj	<u>-60</u>
Total Adj Mkt Value	\$7062
General Sales Tax	600

RESPECTFULLY SUBMITTED BY DAMIANN KEGNEY

portland craigslist > multnomah co > cars & trucks > 2001 Chevy Impala

Beware any deal involving Western Union, Moneygram, wire transfer, cashier check, money order, shipping, escrow, or any promise of transaction protection/certification/guarantee

please flag with care : [\[miscategorized\]](#) [\[prohibited\]](#) [\[spam\]](#) [\[discussion\]](#) [\[best of\]](#)

[email this posting to a friend](#)

2001 Chevy Impala - \$5900

Reply to: sale-342244461@craigslist.org
Date: 2007-05-31, 3:48PM PDT

2G1WF55K419303797

Silver w/ Blue cloth interior
Automatic
4 Door
101,169 miles
Power Everything
Cruise Control

This item has been posted by-dealer.

Location: Portland

it's NOT ok to contact this poster with services or other commercial interests

PostingID: 342244461

Copyright © 2007 craigslist, inc. [terms of use](#) [privacy policy](#) [feedback forum](#)



2001 Chevrolet Impala \$6,999

AT Car ID: AT-CFE24E3

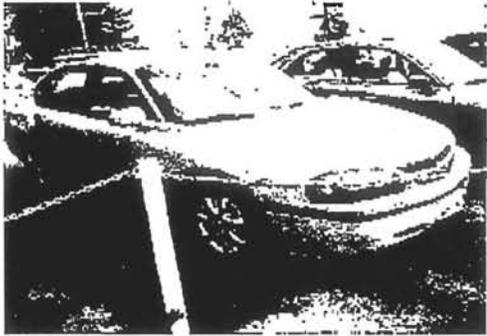
Contact Information

Lynnwood Express Auto Sales

16601 Highway 99
Lynnwood, WA 98037

Contact: sales department
Call Toll Free 1-888-283-0652

Car Details



Mileage	102,510
Exterior Color	Red
Interior Color	Gray
Body Style	Sedan
Doors	Four Door
Engine	6 Cylinder Gasoline
Transmission	4 Speed Automatic with Electronic Overdrive
Stereo	AM/FM Compact Disc Playr
Fuel Type	Gasoline
Drive Type	2 wheel drive - front
Stock No.	9569
VIN	2G1WF52E019347374

Options Installed

- Driver Air Bag
- Anti-Lock Brakes
- Air Conditioning
- Alloy Wheels
- Cruise Control
- Passenger Air Bag
- Rear Window Defroster
- Power Door Locks
- Power Mirrors
- Power Windows
- Power Steering
- Side Air Bag
- Tilt Wheel

Comments

flashy and sassy! runs perfect! hurry!

Disclaimer

subject to terms

Why buy from me?

Family-owned and operated, at the same location, since 1994. **GUARANTEED FINANCING FOR EVERYONE!*** CALL US FIRST! See our website at www.lynnwoodautos.com to apply for credit approval online.

Sales Tax, Title, License Fee, Registration Fee, Dealer Documentary Fee, Finance Charges, Emission Testing Fees and Compliance Fees are additional to the advertised price.

Information provided in whole or in part by © Edmunds.com, Inc. Please refer to our Visitor Agreement for further information on vehicle data. © 2007 AutoTrader.com, Inc. All Rights Reserved. "AutoTrader.com" is a registered trademark of TPI Holdings, Inc. used under exclusive license.

To see this vehicle on AutoTrader.com, go to www.AutoTrader.com/ATCarID/AT-CFE24E3

06/04/07

Your local classified source



Home Buy Sell Research Shopping Advice



Vehicle Picks and Seller Information

Brought to you by cars.com



Seller Photo

2001 Chevrolet Impala

Price	\$7,995
Mileage	60,367
Body style	Sedan
Ext. Color	Red
Int. Color	Gray
Trans.	Automatic
Engine	V6 3.4 Liter

Description: Red 4-door FWD Sedan, 80587 miles, Automatic, V6 3.4 Liter. Stock# S1730. Features: Air Conditioning, Power Steering, Power Windows, Power Locks, Tilt Wheel, Cruise Control, AM/FM Cassette Radio, CD Player, Driver-Side Airbag, Passenger-Side Airbag, ABS, Power Seats, Alloy Wheels
 Standard Features: Anti-theft Security System, Air Conditioning, 15 inch Alum Size. Power Brakes, Power Steering, Dual air bags front/side air bag, driver side only/active belts, 4 speed automatic with electronic Transmission, AM/FM Radio, 207 Cubic Inch Displacement, Daytime Running Lights, Tilt Wheel, Front Wheel Drive, Power Windows, 6 Cylinders
 Seller's Notes: See more photos on our website and give us a call toll free at 1-866-210-6672 PRINT OUT THIS VEHICLE AND BRING IT ON IN WITH YOU. Be sure to mention you found us on Cars.com
 Stock #: S1730
 VIN: 2G1WF55E419104923



K & S Wholesale
 3824 Pacific Ave
 Forest Grove, OR
 866-210-6672



Seller Photo (1 of 5)

2001 Chevrolet Impala

Price	\$6,000
Mileage	143,170
Body style	Sedan
Trans.	AUTO 4SPD
Engine	3.4L V6

Description: 4-door FWD Sedan, 143170 miles, AUTO 4SPD, 3.4L V6. Stock# 26541. Features: Driver Air Bag, Passenger Air Bag, A/C, AM/FM Stereo, Front Wheel Drive, Gasoline Fuel, Power Door Locks, Cloth Seats, Split Bench Seat, Adjustable Steering Wheel, Tires - Front All-Season, Tires - Rear All-Season, Power Windows, A/T, Vehicle Anti-Theft System, Steel Wheels.
 Standard Features: Front Power Windows with One One-Touch, Rear Power Windows, Strut Front Suspension Independent with Stabilizer Bar and Coil Springs, Multi-Link Rear Suspension Independent with Stabilizer Bar and Coil Springs, Four Disc Brakes Including Two Ventilated Discs, Driver and Passenger Front Airbag, Air Conditioning with Rear Outlet, Unleaded Fuel, 17 Gallon Main Unleaded Fuel Tank, Complex Surface Lens Halogen Bulb Headlights, Luxury Trim Wood/Woodgrain On Doors and Wood/Woodgrain On Dashboard, Heat Reflective Glass, Windshield Wipers with Variable Intermittent Wipe, Power Steering, Cargo Capacity: All Seats in Place (Cu Ft): 18.6, Emission Control Level Fed. Two Height Adjustable Head Restraints on Front Seats, Day Time Running Lights, headlight Control with Dark Sensor, Rear Window with Defogger, Electric Remote Trunk/Hatch Release, Oil Pressure, Low Fuel Level Warning, Front Seat Center Armrest, Delayed/Fade Courtesy Lights, Spacesaver Steel Rim Internal Spare Wheel, Tinted Glass on Cabin, Electrical System, Door Ajar Warning, Automatic Drive Indicator on Dashboard. External Dimensions: Overall Length (Inches): 200, Overall Width (Inches): 73, Overall Height (Inches): 57.5, Wheelbase (Inches): 110.5, Front Track (Inches): 62, Rear Track (Inches): 61.3 and Curb to Curb Turning Circle (Feet): 38, Internal Dimensions: Front Headroom (Inches): 39.2, Rear Headroom (Inches): 36.8, Front Hip Room (Inches): 56.5, Rear Hip Room (Inches): 55.7, Front Leg Room (Inches): 42.2, Rear Leg Room (Inches): 30.4, Front Shoulder Room (Inches): 59, Rear Shoulder Room (Inches): 58.9 and Interior Volume (Cu Ft): 104.5. 3-Point Rear Seat Belts on Driver Side, Passenger Side and Center Side, Immobilizer, Front and Rear Ashtray, Front Seats Cedar Leather, Door Pockets/Bins for Driver Seat and Passenger Seat, Front Seat Back Storage, Front and Rear Tires with 225 mm Tire Width, 80% Tire Profile and S Tire Rating, Element Antenna
 Seller's Notes: WAS PRICE \$7999.00 INTERNET SPECIAL PRICING OF \$6888.00 OAC. This vehicle is located at our South Tacoma Lot located at 7035 South Tacoma Way. Call 253-475-7693. Please make sure to ask for directions when you call or email us! We have financing for everyone including OUR OWN IN HOUSE PROGRAM. Please feel free to call our Credit Hotline at 800-359-4360 anytime. Great Bank Financing Available as low as 6.75% OAC... Call for details! Bill Heale, the owner of Maple Leaf Motors, has been in the Used Car Business for over 22 years. He is very proud of his reputation in the industry, voted Washington State Used Car Dealer of the Year 2002 by his fellow dealers. He is also very proud to offer a warranty on all his vehicles and feels he has the ability to finance anyone. We look forward to meeting you. See him in person!
 Stock #: 26541
 VIN: 2G1WF55E419315753



Maple Leaf Motors
 7035 South Tacoma Way
 Tacoma, WA
 877-301-2430

The information on vehicles provided in this service is supplied by the seller or other third parties; cars.com is not responsible for the accuracy of such information. Cars.com provides this service and materials without representations or warranties of any kind, either expressed or implied. All prices and specifications are subject to change without notice. Prices may not include additional fees such as government fees and taxes, title and registration fees, finance charges, dealer document preparation fees, processing fees, and emission testing and compliance charges. Click here for more details.

Home | Contact Us | Site Index | About Cars.com | Employment Opportunities | Become a Cars.com Dealer

Cars.com Mobile | Búsqueda en Español de Carros Usados

Search Cars.com

WASHINGTON SPECIALTY SERVICE

P.O. BOX 111116
TACOMA, WA. 98409
PHONE 253-474-6900
FAX 253-474-6747

Ins. Co.: PROGRESSIVE INSURANCE Estimate ID: 286
Claim No.: 07-2619292 Date Inspected: 05-30-2007
Date Received: 05-30-2007 Adjuster: KIRK VAN NATTA
Insured: FERNANDO MAFFEI Inspected:
Policy No: Address:
Date of loss: 05-26-2007
Type of loss: Collision Tel.: () - Fax: () -
Owner: FERNANDO MAFFEI Repairer:
Address: 50 E BARNSBY PL Address:
SHELTON, WA 98584
Tel.: (360)426-7726 Wrk: () - Tel.: () - Fax: () -
Agreed:

Make: HARLEY-DAVIDSON Model: FLTRI Yr: 2005 VIN: 1HD1FSW175Y636386
Condition: Good Mileage: UNKNOWN Color: BLACK License: 813114 WA

NO	OPR	RPL	DESCRIPTION	PART NO.	PRICE	LBR	REF	SUBLET
1	Rpl	1	.wheel rim 16" (profile laced	4344005A	252.00			
2	Rpl	1	Wheel assy (cast) frt	4334500	313.00	0.8		
3	Rpl	1	.wheel rim 16" FLHRCI frt	4308597	131.00	2.2		
4	Rpl	1	Axle frt	4336400	43.40	0.3		
5	Rpl	1	Master cylinder assy frt	4501396D	111.00	0.4		
6	Rpl	1	Fork assy (fairing models) lt	4649502A	314.00			
7	Rpl	1	Side cover primed rt	6667097A	55.00	0.2		
8	Rpl	1	Fender prime FLHR/I/CI FLHTCU	5908700B	193.00			
9	Rpl	1	Fender trim skirt lwr frt	5923186	23.00	0.2		
10	Rpl	1	Windshield FLHT & POLICE mode	5818796	114.95	0.1		
11	Rpl	1	Fairing prime FLHT & POLICE m	5823696	266.00			
12	Rpl	1	Fairing FLHT & POLICE models	5849796A	167.00		*	
13	Rpl	1	Fairing skirt FLHT & POLICE m	5820896	66.50		*	
14	Rpl	1	Fairing cap FLHT & POLICE mod	5851096	17.50			
15	Rpl	1	Fairing suppt brkt FLHT & POL	5847996A	46.00		*	
16	Rpl	1	Fairing suppt brkt FLHT model	5893996B	9.25		*	
17	Rpl	1	Storage compartment assy Ultr	5868405	86.20	0.4		
18	Rpl	1	Fairing lwr rt vivid black	5883705DH	209.00	0.3		
19	Rpl	1	Fairing cap lwr rt vivid blac	5849205DH	91.15	0.1		
20	Rpl	1	Saddlebag assy FLHRS FLHRSI r	9140004	459.95		*	
21	Rpl	1	Handlebar cover FLHRS FLHRSI	6786704	89.50		*	
22	Rpl	1	Deflector wing FLHRS FLHRSI c	5700004	110.00	0.2		
23	Rpl	1	Signal lamp assy r/f	6876694	39.95		*	
24	Rpl	1	Signal lamp assy r/r	6871394A	35.80		*	
25	Rpl	1	Speed/tach hsg FLTRI 1tNUED NE	6792204	25.95	0.3		

Page 1 of 2

WASHINGTON SPECIALTY SERVICE

P.O. BOX 111116
TACOMA, WA. 98409
PHONE 253-474-6900
FAX 253-474-6747

Ins. Co.: PROGRESSIVE INSURANCE
Claim No.: 07-2619292
Date Received: 05-30-2007
Insured: FERNANDO MAFFEI
Policy No:
Date of loss: 05-26-2007
Type of loss: Collision
Owner: FERNANDO MAFFEI
Address: 50 E BARNSBY PL
SHELTON, WA 98584
Tel.: (360)426-7726 Wrk: () -

Estimate ID: 286
Date Inspected: 05-30-2007
Adjuster: KIRK VAN NATTA
Inspected:
Address:
Tel.: () - Fax: () -
Repairer:
Address:
Tel.: () - Fax: () -
Agreed:

Make: HARLEY-DAVIDSON Model: FLTRI Yr: 2005 VIN: 1HD1FSW175Y636386
Condition: Good Mileage: UNKNOWN Color: BLACK License: 813114 WA

NO	OPR	RPL	DESCRIPTION	PART NO.	PRICE	LBR	REF	SUBLET
26	Rpl	1	Speedometer console FLHR/I/CI	6096099	163.00		*	
27	Rpl	1	Clutch lever	4501596	34.00	0.2		
28	Rpl	1	Clutch lever brkt	3860896	20.00	0.2		
29	Rpl	1	Handlebar FLTRI	5657198A	51.00	1.2		
30	Rpl	1	Switch hsg FLHT/C/CI FLHTI lw	7155396	26.50	0.3		
31	Rpl	1	Mirror rt	9184003A	34.50	0.1		
32	Rpl	1	Fuel tank prime FLHT models (6135603	615.00	0.8		
33	Rpl	1	Seat FLHR FLHRI frt	5294997A	233.00		*	
34	Rpl	1	Passenger handrail FLHT/C/CI/	9158399	128.40	0.2		
35	Rpl	1	Frame assy	4790002A	1900.00	17.0		
36	Rpl	1	Shifter lever	3371882A	40.00	1.7		
37	Rpl	1	Shifter shaft	3370982A	17.21	0.2		
38	Rpl	1	Shifter pedal heel/toe	3389582C	42.95	0.2		
39	Rpl	1	Brake pedal	4240702	104.00		*	
40	Rpl	1	Side stand	5007583B	97.00		*	
41	Rpl	1	Side stand brkt	5007881A	70.20		*	
42	Rpl	1	Footboard assy r/f	5062179A	64.00			
43	Rpl	1	Footboard r/r	5061391A	35.00			
44	Rpl	1	Footboard pad r/r	5060686A	15.95		*	
45	Rpl	1	Muffler rt	6553995A	194.95		*	
46	Rpl	1	Exhaust pipe 1/r	6562799A	90.00			
47	Rpl	1	Frame cover rt	4750497	72.50		*	
48	Rpl	1	Engine guard	4918497	183.00		*	
49	Rpl	1	Primary hsg cover FLHT FLHTI	6066499B	269.00	0.4		
50	Rpl	1	Shock absorber rt	5456597C	175.00	0.3		

Page 2 of 2

Subtotals:

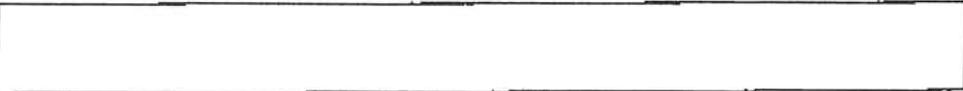
7946.26 28.3 0.0 0.00

OTHER

TOTAL BETTERMENT - 0.00
TOTAL ALLOWANCE + 0.00

PARTS NET 7946.26
LBR @ 85.00/Hr 2405.50
REF @ 85.00/Hr 0.00
SUBLET 0.00
TAX 8.300% 859.18

TOTAL 11210.94



WASHINGTON SPECIALTY SERVICE
P.O. BOX 111116
TACOMA, WA. 98409
PHONE 253-474-6900
FAX 253-474-6747

Ins. Co.: PROGRESSIVE INSURANCE Estimate ID: 286
Claim No.: 07-2619292 Date Inspected: 05-30-2007
Date Received: 05-30-2007 Adjuster: KIRK VAN NATTA
Insured: FERNANDO MAFFEI Inspected:
Policy No: Address:
Date of loss: 05-26-2007
Type of loss: Collision Tel.: () - Fax: () -
Owner: FERNANDO MAFFEI Repairer:
Address: 50 E BARNSBY PL Address:
SHELTON, WA 98584
Tel.: (360)426-7726 Wrk: () - Tel.: () - Fax: () -
Agreed:

Make: HARLEY-DAVIDSON Model: FLTRI Yr: 2005 VIN: 1HD1FSW175Y636386
Condition: Good Mileage: UNKNOWN Color: BLACK License: 813114 WA

5-30-07 THE ENTIRE RT SIDE OF THIS MOTORCYCLE IS WIPE OUT AND THERE WILL BE SOME ADDITIOAL IF TORN DOWN. THE FRAME HAS A KINK IN IT AND NEEDS REPLACED. THIS UNIT IS A TOTAL LOSS AND ABOUT ANOTHER 2000 -3000 MORE ONCE IT GETS TORN APART. WROTE FOR WHAT I COULD FIND. DID NOT INCLUDE THE OWNERS LEATHERS THAT HAD TO BE CUT OFF HIM AT THE SCENE, BUT TOOK PHOTOS OF THEM. (KV)

Frame

Included:

- Frame neck bearings & races
- Fendar rear
- Fork assembly including upper stem bracket
- Handlebar or handlebars
- Brake, throttle cables
- Instruments
- Cowling assemblies
- Fuel tank
- Seats, mounting brackets, carrier & sissy bar
- Seat cowling
- Footrest mounting brackets, center, and side stand assemblies
- Engine, Engine mounting brackets, transmission, middle gear
- Final drive
- Drive chain, guards, and sprocket
- Swing arm
- Exhaust
- Saddlebags
- Luggage bag
- Radio, receivers, antennas
- Front and rear wire harnesses
- Electrical components
- Signal, headlamp, tail lamp assemblies
- Drain and refill all fluids and bleed brakes