

17-2-00456-23

CMP 3

Complaint

1665388



REC'D & FILED  
MASON CO. WA.

(14) 2017 AUG -4 P 1:40

SHARON K. FOGO CO. CLERK

BY *Moe*  
~~ORIGINAL~~ DEPUTY

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

SUPERIOR COURT OF WASHINGTON  
COUNTY OF MASON

TWIN CITY FIRE INSURANCE CO., a )  
Connecticut property and casualty insurer, )  
as subrogee of WILLIAM M. COMMAND, )  
  
Plaintiff, )

vs.

EMILY K. VALLEY and JOHN DOE )  
VALLEY, husband and wife, ERIC S. )  
VALLEY and JANE DOE VALLEY, )  
husband and wife, JOHN DOES 1, 2, & 3, )  
and their respective marital communities, )  
and DOE CORPORATIONS 1, 2, & 3, )  
  
Defendants. )

**17. 2 456 23**

NO.  
COMPLAINT FOR DAMAGES

21  
22  
23  
24

COMES NOW the Plaintiff, TWIN CITY FIRE INSURANCE CO., by and  
through its counsel of record, and for its Complaint for Damages against the  
Defendants, EMILY K. VALLEY and JOHN DOE VALLEY, ERIC S. VALLEY and  
JANE DOE VALLEY, JOHN DOES 1, 2, & 3, and their respective marital

Stephen L. Freeborn  
Attorney at Law  
33400 - 9<sup>th</sup> Avenue South, #208  
Federal Way, Washington 98003  
253.838.4477 Fax: 253.838.4466

3

1 communities, and DOE CORPORATIONS 1, 2, 3, alleges and avers as follows:

2 1. Plaintiff TWIN CITY FIRE INSURANCE COMPANY is a Connecticut  
3 property and casualty insurer with offices in Hartford, Connecticut. At all times  
4 relevant to this action, Plaintiff was duly licensed and authorized to conduct a property  
5 and casualty insurance business in the State of Washington.

6 2. Defendants EMILY K. VALLEY and JANE DOE VALLEY are husband  
7 and wife, thereby constituting a marital community; all acts or omissions complained  
8 of herein were undertaken by and on behalf of the marital community. At all times  
9 relevant to this action, Defendants EMILY K. VALLEY and JOHN DOE VALLEY  
10 resided in Mason County, Washington.

11 3. Defendants ERIC S. VALLEY and JANE DOE VALLEY are husband and  
12 wife, thereby constituting a marital community; all acts or omissions complained of  
13 herein were undertaken by and on behalf of the marital community. At all times  
14 relevant to this action, Defendants ERIC S. VALLEY and JANE DOE VALLEY resided  
15 in Mason County, Washington.

16 4. Defendants JOHN DOES 1, 2, & 3, and their respective marital  
17 communities, and DOE CORPORATIONS 1, 2, & 3, are persons, corporations, or  
18 other recognized legal entities, the true identities of whom or which are currently  
19 unknown to Plaintiff. Defendants JOHN DOES 1, 2, & 3, and their respective marital  
20 communities, and/or DOE CORPORATIONS 1, 2, & 3, are liable in whole or in part

1 for the acts or omissions complained of herein.

2 5. At all times relevant to this action, Plaintiff had in effect a policy of  
3 property and casualty insurance, with WILLIAM M. COMMAND as named insured.  
4 Plaintiff brings this action in its own name, pursuant to the subrogation provisions of  
5 the aforesaid policy of insurance, and pursuant to the laws of the State of Washington  
6 regarding subrogation.

7 6. On or about 08/20/14, in Mason County, Washington, Defendant EMILY  
8 K. VALLEY operated a motor vehicle in a negligent, grossly negligent, and/or  
9 reckless manner, so as to collide with a motor vehicle operated by Plaintiff's insured.  
10 Plaintiff's insured was entirely without fault in the aforesaid collision.

11 7. The vehicle driven by Defendant EMILY K. VALLEY was owned by  
12 Defendant ERIC S. VALLEY, and was knowingly and willingly entrusted by Defendant  
13 ERIC S. VALLEY to Defendant EMILY K. VALLEY prior to and during the aforesaid  
14 collision.

15 8. As a proximate result of the aforesaid collision, Plaintiff's insured  
16 sustained damages in the net principal amount of \$8,864.54. Plaintiff was required  
17 to pay and did pay the sum of \$8,864.54 to or on behalf of its insureds, less any  
18 applicable policy deductible amount. The sum of \$8,864.54 constitutes reasonable  
19 and necessary compensation for the aforesaid loss.

20 9. Plaintiff is entitled to judgment against the Defendants in the principal


1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18

amount of \$8,864.54, together with costs, interest, and attorney's fees.

WHEREFORE, Plaintiff TWIN CITY FIRE INSURANCE CO. demands judgment against Defendants EMILY K. VALLEY and JOHN DOE VALLEY, husband and wife and the marital community composed thereof, ERIC S. VALLEY and JANE DOE VALLEY, husband and wife and the marital community composed thereof, JOHN DOES 1, 2, & 3, and their respective marital communities, and DOE CORPORATIONS 1, 2, & 3, providing the following relief:

1. Damages, in the principal amount of \$8,864.54;
2. Costs, interest, and attorney's fees; and
3. Any other and further relief which the Court considers just and reasonable in the premises.

DATED this 27<sup>th</sup> day of July, 2017

  
\_\_\_\_\_  
STEPHEN L. FREEBORN, WSBA #13862  
Attorney for Plaintiff