

RECEIVED

THE HONORABLE _____

AUG 13 2015

11:30 Am

CITY OF SAMMAMISH

IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

WILLIAM E. BUCHAN, INC., a Washington
corporation,

Plaintiff,

vs.

THE CITY OF SAMMAMISH, a Washington
municipal corporation,

Defendant.

NO.

SUMMONS ON COMPLAINT

THE STATE OF WASHINGTON To: DEFENDANT CITY OF SAMMAMISH.

1. A lawsuit has been started against you in the above-entitled court by the plaintiff.

2. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

3. In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and serve a copy upon the undersigned person within 20 days (if service is made on you within the state of Washington), or within 60 days (if service is made on you outside the state of Washington), after the date of service on you of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one where the plaintiff may be entitled to what is asked for because you have not responded.

JOHNS MONROE MITSUNAGA KOLOUŠKOVÁ PLLC
ATTORNEYS AT LAW
11201 SE 8th St., Suite 120
Bellevue, Washington 98004
Tel: (425) 451 2812 / Fax: (425) 451 2818

1 4. If you serve a notice of appearance on the undersigned person you are entitled
2 to notice before a default judgment may be entered.

3 5. If not previously filed, you may demand that the plaintiff file this lawsuit with
4 the court. If you do so your demand must be in writing and must be served upon the
5 undersigned person. Within 14 days after you serve your demand, the plaintiff must file this
6 lawsuit with the court, or the service on you of this summons and complaint will be void.

7 6. If you wish to seek the advice of a lawyer in this matter, you should do so
8 promptly so that your written response, if any, may be served on time.

9 7. This summons is issued pursuant to Rule 4 of the Civil Rules for Superior
10 Court of the State of Washington.

11 DATED this 12th day of August, 2015.

12 JOHNS MONROE MITSUNAGA &
13 KOLOUŠKOVÁ, PLLC

14
15 By 

16 Duana T. Koloušková, WSBA #27532
17 Trisna Tanus, WSBA #46568
18 Attorneys for William E. Buchan, Inc.

19
20
21
22
23
24
25

239-3 Summons on Complaint 08-11-15.doc

THE HONORABLE _____

IN THE SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

WILLIAM E. BUCHAN, INC., a Washington
corporation,

Plaintiff,

vs.

THE CITY OF SAMMAMISH, a Washington
municipal corporation,

Defendant.

NO.

COMPLAINT FOR DAMAGES

Plaintiff William E. Buchan, Inc., a Washington corporation, for its complaint for declaratory judgment and damages against defendant the City of Sammamish, a Washington municipal corporation, alleges as follows:

I. PARTIES

1.1 Plaintiff William E. Buchan Inc. is a Washington corporation duly licensed with the State of Washington with all requisite fees paid in full and all requisite filing requirements met, is doing business in King County, Washington, and is authorized to bring this action.

1.2 Plaintiff may be contacted by and through the undersigned attorneys.

1.3 Defendant City of Sammamish is a Washington municipal corporation doing business in King County, Washington, and is subject to full responsibility for all acts, conduct, and liability alleged herein.

II. JURISDICTION AND VENUE

2.1 This court has jurisdiction over this action pursuant to RCW 2.08.010; 7.16.160; and 7.24.010.

2.2 Venue is proper in King County, pursuant to RCW 4.12.020 and RCW 4.12.025, because the real property which is the subject of this action, the City action affecting the real property, and the Defendant City whose conduct is at issue, are all located in King County.

III. FACTS

3.1 The City of Sammamish is a Code City, operating pursuant to Title 35A RCW.

3.2 Plaintiff owns an approximately 85.5 acre property located within the City of Sammamish on the western edge of the Sammamish Plateau lying between East Lake Sammamish Parkway SE to the west and 212th Avenue SE to the east. The Property is zoned R-1.

3.3 Plaintiff previously was part of a partnership with other property owners to develop the adjacent subdivision of Chestnut Estates. The final plat for Chestnut Estates was recorded in 2010.

3.4 In December, 2011, Plaintiff applied for preliminary subdivision approval, proposing to divide the Property into 30 clustered lots; the application is commonly known as Chestnut Estates West. The proposed preliminary subdivision included open space tracts and areas reserved for future development. In addition, Plaintiff applied for a plat alteration for certain tracts located in the adjacent plat of Chestnut Estates, incorporating Tracts K, M, and N, which Plaintiff had taken ownership of at the time of recording of Chestnut Estates,

1 moving Tract K to the north and adding acreage to it, and converting portions of Tracts D
2 and E into public right-of-way. Public road access to Chestnut Estates West is provided by
3 this planned public right-of-way. At the time of plat alteration, the Chestnut Estates
4 subdivision was still subject to certain vesting provisions of chapter 58.17 RCW. The plat
5 alteration proposed to provide heightened protection of open space and a larger acreage of
6 protected open space.

7
8 3.5 The City deemed Plaintiff's applications complete under RCW 58.17.033 on
9 December 23, 2011.

10 3.6 Multiple years of City review ensued, during which Plaintiff submitted
11 volumes of technical reports addressing all aspects of the site and proposed development,
12 and submitting many detailed responses to comments, addressing City questions as to
13 access routes and critical areas. Plaintiff's reports, plans, comment letters and analysis are
14 all contained in the City's administrative record and, with great detail, supported approval
15 of the preliminary plat application. During this time, certain long-time interested members
16 of the public commented generally in opposition to the project, but did not submit
17 substantive technical analysis or reports by experts in any given fields such as civil
18 engineering or transportation engineering.
19

20 3.7 The length of time which City staff took to review the 30-lot preliminary
21 subdivision application was excessive, unlawful, largely unwarranted, and extended far
22 beyond the time in which many other comparable applications were applied for, reviewed
23 and approved under. Plaintiff did not waive the 120-day review deadline provided for under
24
25

1 Sammamish Municipal Code, including but not limited to SMC 20.05.100, and Washington
2 State law.

3 3.8 On December 5, 2014, the Department issued a "Determination of Non-
4 significance (DNS) Mitigated with Conditions" for Chestnut Estates West.

5 3.9 The City's Public Works Department approved three variations from the
6 Public Works Standards: (1) reducing the right-of-way and cross-section width of the new
7 streets in Chestnut Estates West; (2) reducing the cross-section width and composition of
8 the access street as it crosses the bridge; and (3) allowing use of the existing roads in
9 Chestnut Estates as access. The Street Variations were subject to multiple conditions of
10 approval including requirements to upgrade certain portions of the roads in Chestnut
11 Estates.
12

13 3.10 Five administrative appeals were filed: Chestnut Estates Neighbors appealed
14 the SEPA DNS and the Street Variation; Walter T. Pereyra appealed the DNS; Friends of
15 Pine Lake appealed the DNS; and Plaintiff appealed certain conditions of approval in the
16 Street Variation.
17

18 3.11 As part of the prehearing process, the Hearing Examiner allowed the parties to
19 file prehearing motions regarding a broad range of substantive issues. Among many topics,
20 one appellant challenged Plaintiff's right to obtain a plat alteration to various tracts in
21 Chestnut Estates, including Tract K.
22

23 3.12 On February 20, 2015, the Hearing Examiner issued his rulings on prehearing
24 motions. Among his rulings, the Examiner issued an Interlocutory Order Denying
25 Appellant's Motion to Dismiss the Plat Alteration Application (the Interlocutory Order).

1 3.13 In the Interlocutory Order on Plat Alteration, the Examiner issued Conclusion
2 of Law 5, wherein he ruled that Sammamish City Code “does not prohibit plat alterations
3 which seek to change open space within a plat to something else. Any such application
4 would be evaluated on its merits...” The Hearing Examiner also concluded that all
5 necessary signatures were provided for the plat alteration. Finally, the Examiner found
6 Plaintiff’s arguments ‘moot’ based on the above rulings and determined that those “will not
7 be addressed.”
8

9 3.14 Significant further prehearing process ensued, including the development of
10 an extensive administrative written record with submittals from the City, Plaintiff, all
11 administrative appellants, and members of the public.

12 3.15 The Hearing Examiner opened the open record hearing on April 22, 2015, and
13 continued to hold the hearing over a series of nonconsecutive days through June 30, 2015.
14 During the open record hearing, Plaintiff provided expert witness testimony with respect to
15 every aspect of the application, including but not limited to engineering, site design, critical
16 areas, roadway layout and connectivity, efforts to coordinate development with adjacent
17 properties and find alternative access routes, history of Plaintiff’s involvement with the
18 property, compliance with all City regulations and standards. Plaintiff described the
19 extensive review process undertaken for the application, including the substantive site
20 design changes made to address City questions and public concerns regarding protection of
21 Ebright Creek, whereby Plaintiff increased buffering of said critical area and made
22 extensive stormwater design changes. During the course of the hearing, Plaintiff
23 volunteered additional conditions and mitigation to address concerns raised by the
24
25

1 appellants, including demonstrating opportunities for additional parking in Chestnut Estates.
2 Plaintiff described the merits of the plat alteration proposal, including demonstrating that
3 additional acreage would be dedicated as open space in a more restricted fashion and
4 providing permanent connectivity to other dedicated open space in a manner not currently
5 existing.

6 3.16 Appellants individually and collectively provided testimony with respect to
7 their particular appeal issues. However, in many instances, appellants' expert testimony did
8 not refute that testimony by Plaintiff's experts and City staff or demonstrate why City Code
9 was insufficient to provide protection of critical areas. For example, the engineering basis
10 for reducing the landslide buffer from fifty to fifteen feet was unrefuted, as was the reduced
11 stormwater impact resulting from cross basin transfer. Likewise, the basis to support the
12 plat alteration was largely unrefuted, including the fact that additional acreage would be
13 added to open space in perpetuity.
14

15 3.17 On July 14, 2015, the Hearing Examiner issued his decision denying the plat
16 alteration, denying the preliminary subdivision, granting certain of the SEPA appeal issues,
17 dismissing other SEPA appeal issues as moot and granting Neighbors' appeal of the Street
18 Variation in part and dismissing the remainder as moot, and dismissing Plaintiff's appeal of
19 the Street Variation as moot (the "Final Decision").
20

21 3.18 In the Final Decision, the Hearing Examiner incorporated his prior orders,
22 including the Interlocutory Order, except he stated for the first time that he believed his
23 Conclusion of Law 5 in the Interlocutory Order was "no longer believed to accurately state
24 the law and is not incorporated herein." The Examiner did not provide any notice of his
25

1 unilateral decision to reverse himself nor did the Examiner provide any opportunity to the
2 parties to provide argument or otherwise address this surprising self-reversal.

3 3.19 In the Final Decision, the Hearing Examiner recognized the 120-day deadline
4 was not met but concluded that justifications for that failure set forth in the City's staff
5 report were sufficient to support the excessive time taken for review.

6 3.20 In the Final Decision, the Hearing Examiner concluded that the Property was
7 landlocked "with no frontage to any right of way, opened or unopened" while at the same
8 time, contradicted this same conclusion by finding that a public right-of-way (SE 8th Place)
9 borders and is accessible by way of Tract D, a parcel owned by Plaintiff and can be
10 dedicated as a public right-of-way as part of the plat.

11 3.21 The Hearing Examiner's landlocked conclusion appeared to be based in part
12 on his determination that there had been "bait and switch" tactic, as the Hearing Examiner
13 called it, for the sale of homes in the preceding, already-built and occupied Chestnut
14 Estates. The Hearing Examiner noted the testimonies of property owners of the adjacent
15 Chestnut Estates development stating that they were not told of the potential extension of
16 SE 8th Place at the time they purchased their homes. Such factual findings of alleged sales
17 methods of another development are irrelevant to consideration of this instant preliminary
18 subdivision.

19 3.22 The Hearing Examiner improperly considered Plaintiff's identity, including
20 Plaintiff's previous role as part owner and developer of the adjacent Chestnut Estates
21 subdivision as probative to this instant preliminary subdivision. For instance, the Hearing
22 Examiner, in concluding that the Property was landlocked, stated that the "hardship [was]
23
24
25

1 created in part by Buchan.” Chestnut Estates and Chestnut Estates West are two completely
2 separate developments. Whether there is overlap in ownership or development
3 responsibilities between the two projects is not probative to the Hearing Examiner’s review
4 of this subdivision.

5 3.23 In the Final Decision, the Hearing Examiner disagreed with the City staff’s
6 determination that a landslide hazard area buffer may be reduced from 50 feet to 15 feet.
7 The Hearing Examiner refuted staff’s findings which were based on engineering studies and
8 City Code that provides for such reduction when a critical areas study shows that there
9 would be adequate protection for the proposed development and other properties, the critical
10 area and other critical areas off site. *See*, Sammamish Municipal Code (SMC)
11 21A.50.260(1). Instead, the Hearing Examiner decided that such reduction would be
12 inconsistent with adopted City policies and controverted technical studies and evaluations to
13 apply vague City policies in place of City Code. The Hearing Examiner also substituted
14 unsubstantiated opinions such as “[t]he Ebright Creek ravine is the last place in the City
15 where landslide hazard area standards should be relaxed” or asked rhetorical questions such
16 as “[w]hy would one reduce the margin of safety in such a situation?”
17
18

19 IV. FIRST CAUSE OF ACTION

20 DECLARATORY RELIEF—CHAPTER 7.24 RCW

21 4.1 Plaintiff re-alleges and incorporates the preceding paragraphs as if fully set
22 forth herein.

23 4.2 The City has a public duty to act within the public’s interest and use its
24 authority to legitimately exercise its police powers.
25

1 4.3 The City misused its police powers and powers as set forth in Washington
2 State Constitution Article 11, Section 11 and its authority under Sammamish City Code,
3 Sammamish City Comprehensive Plan, chapter 58.17 RCW, and chapter 36.70A RCW (the
4 Growth Management Act), common law applying such statutes to deny the preliminary
5 subdivision application for Chestnut Estates West in the absence of findings and conclusions
6 justifying such denial. Such action was arbitrary, capricious, unlawful, exceeded lawful
7 authority, and constituted a failure to act within time limits established by law.
8

9 4.4 For the reasons stated herein, a real, justiciable controversy exists between
10 Plaintiff and the City regarding the lawfulness the denial of the Chestnut Estates West
11 preliminary subdivision. Plaintiff is entitled, pursuant to the Uniform Declaratory Judgments
12 Act, chapter 7.24 RCW, to a declaration that the denial of the Chestnut Estates West
13 preliminary subdivision violates Washington State laws, including but not limited to RCW
14 64.40.020 et seq., and the Washington and United States Constitutions.
15

16 V. SECOND CAUSE OF ACTION

17 DAMAGES AND ATTORNEYS FEES – CHAPTER 64.40 RCW

18 6.1 Plaintiff re-alleges and incorporates the preceding paragraphs as if fully set
19 forth herein.

20 6.2 The City misused its police powers and powers as set forth in Washington
21 State Constitution Article 11, Section 11 and its authority under Sammamish City Code,
22 Sammamish City Comprehensive Plan, chapter 58.17 RCW, and chapter 36.70A RCW (the
23 Growth Management Act), and common law applying such statutes to deny the preliminary
24 subdivision application for Chestnut Estates West in the absence of findings and conclusions
25 justifying such denial. The City and the Hearing Examiner knew, or should have reasonably

1 known that the City's denial was arbitrary, capricious, unlawful, and/or exceeded the City's
2 lawful authority based on the following, including but not limited to, reasons:

3 6.2.1 The Hearing Examiner's self reversal between the Interlocutory Order and
4 Final Decision regarding Plaintiff's ability to pursue the plat alteration with respect to
5 changing open space (a) without notice or opportunity to Plaintiffs to address the issue and
6 (b) in erroneous reliance on incorrect Sammamish Municipal Code sections to the exclusion
7 of applicable Sammamish Municipal Code sections;

8 6.2.2 The Hearing Examiner's superimposition of his judgment over that of the City
9 Engineer;

10 6.2.3 The Hearing Examiner's findings and conclusions that the site is 'landlocked';

11 6.2.4 The Hearing Examiner's denial of access to the property over Ebright Creek;

12 6.2.5 The Hearing Examiner's application of Sammamish Municipal Code and
13 Interim Public Works Standards in an impermissibly vague manner;

14 6.2.6 The Hearing Examiner's creation and application of rules and standards not
15 set forth in Sammamish Municipal Code or Interim Public Works Standards;

16 6.2.7 The Hearing Examiner's creation of 'City policy' without basis in
17 legislatively adopted policy or hierarchy, or administrative guidance;

18 6.2.8 The Hearing Examiner's elevation of general legislative language over
19 legislatively adopted GMA-based development regulations set forth in Sammamish
20 Municipal Code to regulate critical areas;

21 6.2.9 The Hearing Examiner's rendering of findings and conclusions reliant on the
22 Plaintiff's identity rather than the merits of the proposal or issue;

23 6.2.10 The Hearing Examiner's treatment of the project in a manner different from
24 other projects due to identity of the Plaintiff;
25

1 6.2.11 The Hearing Examiner's findings and conclusions in reliance on matters
2 beyond his jurisdiction, including but not limited to the interaction of Plaintiff with
3 purchasers of lots in Chestnut Estates;

4 6.2.12 The Hearing Examiner's decision to outright deny the plat alteration and
5 preliminary plat rather than remanding the applications for the Plaintiff to have the
6 opportunity to comply with findings and conclusions.;

7 6.2.13 The Hearing Examiner's decision to reach findings and conclusions not
8 essential to his decision on the merits of the application.

9 6.3 The City misused its police powers and powers as set forth in Washington
10 State Constitution Article 11, Section 11 and its authority under Sammamish City Code,
11 chapter 58.17 RCW, and chapter 36.70B RCW (the Local Projects Review Act), and
12 common law by failing to act within timelines established by law. The City's review of the
13 applications was excessive, largely unwarranted, and extended far beyond the time in which
14 many other applications were applied for, reviewed and approved under. Plaintiff did not
15 waive, and the City's actions violated the 120-day review deadline provided for under
16 Sammamish Municipal Code, including but not limited to SMC 20.05.100, and RCW
17 36.70B.080, when the City was unable to substantiate appropriate and necessary findings to
18 support such additional review time.

19 6.4 The City's misuse of its constitutional police powers and statutory authority
20 has damaged Plaintiff in an amount to be proven at trial, but in excess of the jurisdictional
21 requirements of this Court. Plaintiff is entitled to damages in the form of its reasonable
22 expenses and losses as provided for under RCW 64.40.010-.040.

23 6.5 Plaintiffs are equally entitled to their reasonable costs and attorneys' fees as a
24 result of the City's actions as provided for under RCW 64.40.020.
25

IV. RELIEF REQUESTED

Plaintiff prays for judgment as follows:

1. A determination that the Final Decision's findings and conclusions related to the denial of the Chestnut Estates West preliminary subdivision were arbitrary, capricious, unlawful, and/or exceeded the City's lawful authority;
2. A determination that the City's time taken to review the project violated the 120-day review deadline provided for under Sammamish Municipal Code, including but not limited to SMC 20.05.100, RCW 36.70B.080;
3. An award of damages to Plaintiff pursuant to RCW 64.40.020 *et seq.*, as a result of the numerous violations of Plaintiff's rights to its detriment and damage in an amount that will be proven with certainty at the time of trial; and
4. An award of attorneys' fees and costs pursuant to RCW 64.40.020; and
5. Permission to amend this Petition and Complaint to conform to the proof; and
6. For such other and further relief as the Court deems just and equitable.

DATED this 12th day of August, 2015.

JOHNS MONROE MITSUNAGA &
KOLOUŠKOVÁ, PLLC

By 

Duana T. Koloušková, WSBA #27532
Trisna Tanus, WSBA #46568
Attorneys for William E. Buchan, Inc.

239-3 Complaint for Damages 8-13-15

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

WILLIAM E. BUCHAN, INC.

Plaintiff(s),

vs.

CITY OF SAMMAMISH

Respondent(s)

NO. 15-2-19536-1 SEA

ORDER SETTING CIVIL CASE SCHEDULE

ASSIGNED JUDGE: Lum, Dean S., Dept. 12

FILED DATE: 8/12/2015

TRIAL DATE: 8/8/2016

SCOMIS CODE: *ORSCS

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

I. NOTICES

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

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

PRINT NAME

SIGN NAME

I. NOTICES (continued)

NOTICE TO ALL PARTIES:

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

CROSSCLAIMS, COUNTERCLAIMS AND THIRD PARTY COMPLAINTS:

A filing fee of \$240 must be paid when any answer that includes additional claims is filed in an existing case.

KCLCR 4.2(a)(2)

A Confirmation of Joinder, Claims and Defenses or a Statement of Arbitrability must be filed by the deadline in the schedule. The court will review the confirmation of joinder document to determine if a hearing is required. If a Show Cause order is issued, all parties cited in the order must appear before their Chief Civil Judge.

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

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

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

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

NOTICES OF APPEARANCE OR WITHDRAWAL AND ADDRESS CHANGES:

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

ARBITRATION FILING AND TRIAL DE NOVO POST ARBITRATION FEE:

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

NOTICE OF NON-COMPLIANCE FEES:

All parties will be assessed a fee authorized by King County Code 4A.630.020 whenever the Superior Court Clerk must send notice of non-compliance of schedule requirements and/or Local Civil Rule 41.

King County Local Rules are available for viewing at www.kingcounty.gov/courts/clerk.

II. CASE SCHEDULE

√	CASE EVENTS	DATE
	Case Filed and Schedule Issued.	8/12/2015
√	Last Day for Filing Statement of Arbitrability without a Showing of Good Cause for Late Filing [See KCLMAR2.1(a) and Notices on page 2]. \$220 Arbitration fee must be paid	1/20/2016
√	DEADLINE to file Confirmation of Joinder if not subject to Arbitration [See KCLCR 4.2(a) and Notices on page 2]	1/20/2016
	DEADLINE for Hearing Motions to Change Case Assignment Area [KCLCR 82(e)]	2/3/2016
	DEADLINE for Disclosure of Possible Primary Witnesses [See KCLCR 26(b)]	3/7/2016
	DEADLINE for Disclosure of Possible Additional Witnesses [KCLCR 26(b)]	4/18/2016
	DEADLINE for Jury Demand [See KCLCR 38(b)(2)]	5/2/2016
	DEADLINE for Change in Trial Date [See KCLCR 40(e)(2)]	5/2/2016
	DEADLINE for Discovery Cutoff [See KCLCR 37(g)]	6/20/2016
	DEADLINE for Engaging in Alternative Dispute Resolution [See KCLCR 16(b)]	7/11/2016
	DEADLINE for Exchange Witness & Exhibit Lists & Documentary Exhibits [See KCLCR 4(j)]	7/18/2016
√	DEADLINE to file Joint Confirmation of Trial Readiness [See KCLCR 16(a)(1)]	7/18/2016
	DEADLINE for Hearing Dispositive Pretrial Motions [See KCLCR 56; CR56]	7/25/2016
√	Joint Statement of Evidence [See KCLCR 4(k)]	8/1/2016
	DEADLINE for filing Trial Briefs, Proposed Findings of Fact and Conclusions of Law and Jury Instructions (Do not file proposed Findings of Fact and Conclusion of Law with the Clerk)	8/1/2016
	Trial Date [See KCLCR 40]	8/8/2016

The √ indicates a document that must be filed with the Superior Court Clerk's Office by the date shown.

III. ORDER

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

DATED: 8/12/2015



PRESIDING JUDGE

IV. ORDER ON CIVIL PROCEEDINGS FOR ASSIGNMENT TO JUDGE

READ THIS ORDER BEFORE CONTACTING YOUR ASSIGNED JUDGE.

This case is assigned to the Superior Court Judge whose name appears in the caption of this case schedule. The assigned Superior Court Judge will preside over and manage this case for all pretrial matters.

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

APPLICABLE RULES: Except as specifically modified below, all the provisions of King County Local Civil Rules 4 through 26 shall apply to the processing of civil cases before Superior Court Judges. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

CASE SCHEDULE AND REQUIREMENTS: Deadlines are set by the case schedule, issued pursuant to Local Civil Rule 4.

THE PARTIES ARE RESPONSIBLE FOR KNOWING AND COMPLYING WITH ALL DEADLINES IMPOSED BY THE COURT'S LOCAL CIVIL RULES.

A. Joint Confirmation regarding Trial Readiness Report:

No later than twenty one (21) days before the trial date, parties shall complete and file (with a copy to the assigned judge) a joint confirmation report setting forth whether a jury demand has been filed, the expected duration of the trial, whether a settlement conference has been held, and special problems and needs (e.g. interpreters, equipment, etc.).

The form is available at <http://www.kingcounty.gov/courts/superiorcourt.aspx>. If parties wish to request a CR 16 conference, they must contact the assigned court. Plaintiff's/petitioner's counsel is responsible for contacting the other parties regarding said report.

B. Settlement/Mediation/ADR

a. Forty five (45) days before the trial date, counsel for plaintiff/petitioner shall submit a written settlement demand. Ten (10) days after receiving plaintiff's/petitioner's written demand, counsel for defendant/respondent shall respond (with a counter offer, if appropriate).

b. Twenty eight (28) days before the trial date, a Settlement/Mediation/ADR conference shall have been held. FAILURE TO COMPLY WITH THIS SETTLEMENT CONFERENCE REQUIREMENT MAY RESULT IN SANCTIONS.

C. Trial: Trial is scheduled for 9:00 a.m. on the date on the case schedule or as soon thereafter as convened by the court. The Friday before trial, the parties should access the King County Superior Court website <http://www.kingcounty.gov/courts/superiorcourt.aspx> to confirm trial judge assignment. Information can also be obtained by calling (206) 205-5984.

MOTIONS PROCEDURES

A. Noting of Motions

Dispositive Motions: All summary judgment or other dispositive motions will be heard with oral argument before the assigned judge. The moving party must arrange with the hearing judge a date and time for the hearing, consistent with the court rules. Local Civil Rule 7 and Local Civil Rule 56 govern procedures for summary judgment or other motions that dispose of the case in whole or in part. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

Non-dispositive Motions: These motions, which include discovery motions, will be ruled on by the assigned judge without oral argument, unless otherwise ordered. All such motions must be noted for a date by which the ruling is requested; this date must likewise conform to the applicable notice requirements. Rather than noting a time of day, the Note for Motion should state "Without Oral Argument." Local Civil Rule 7 governs these motions, which include discovery motions. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

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

Emergency Motions: Under the court's local civil rules, emergency motions will be allowed only upon entry of an Order Shortening Time. However, emergency discovery disputes may be addressed by telephone call and without written motion, if the judge approves.

B. Original Documents/Working Copies/ Filing of Documents: All original documents must be filed with the Clerk's Office. Please see information on the Clerk's Office website at www.kingcounty.gov/courts/clerk regarding the new requirement outlined in LGR 30 that attorneys must e-file documents in King County Superior Court. The exceptions to the e-filing requirement are also available on the Clerk's Office website.

The working copies of all documents in support or opposition must be marked on the upper right corner of the first page with the date of consideration or hearing and the name of the assigned judge. The assigned judge's working copies must be delivered to his/her courtroom or the Judges' mailroom. Working copies of motions to be heard on the Family Law Motions Calendar should be filed with the Family Law Motions Coordinator. On June 1, 2009 you will be able to submit working copies through the Clerk's office E-Filing application at www.kingcounty.gov/courts/clerk.

Service of documents: E-filed documents may be electronically served on parties who opt in to E-Service within the E-Filing application. The filer must still serve any others who are entitled to service but who have not opted in. E-Service generates a record of service document that can be e-filed. Please see information on the Clerk's office website at www.kingcounty.gov/courts/clerk regarding E-Service.

Original Proposed Order: Each of the parties must include an original proposed order granting requested relief with the working copy materials submitted on any motion. Do not file the original of the proposed order with the Clerk of the Court. Should any party desire a copy of the order as signed and filed by the judge, a pre-addressed, stamped envelope shall accompany the proposed order.


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

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

C. Form

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

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



PRESIDING JUDGE