# IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

**IN AND FOR THE COUNTY OF KING, KENT COURTHOUSE**

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| **YUSUF DRAMMEH,** as an individual,  Plaintiff,  vs.  **RAINIER TRANSPORTATION LLC,** WA LIMITED LIABILITY COMPANY**, AND AMERICAN FAST FREIGHT, INC.,** WA PROFIT CORPORATION, **AND SERGEY FRANTSEVICH AND JANE DOE FRANTSEVICH,** as husband and wife,  Defendants. | NO. 23-2-08336-9 KNT  **COMPLAINT FOR MONEY DAMAGES** |

COMES NOW the Plaintiff, YUSUF DRAMMEH, for a claim against RAINIER TRANSPORTATION LLC, AMERICAN FAST FREIGHT, INC., SERGEY FRANTSEVICH and JANE DOE FRANTSEVICH alleging as follows:

1. **JURISDICTION**
   1. The Court has jurisdiction and venue over the parties and over the subject matter of this action. The tortious act occurred in Kent, King County.
2. **PARTIES**
   1. Plaintiff Yusuf Drammeh resides in King County, Washington.
   2. Upon information and belief, Defendant AMERICAN FAST FREIGHT, INC., a Washington Corporation, and is registered to do business in Washington on the date at issue. Defendant American Fast Freight, Inc. can be served, according to the Washington Secretary of State, with a copy of the Complaint and Summons through its registered agent: CORPORATION SERVICE COMPANY, **300 DESCHUTES WAY SW STE 208 MC-CSC1, TUMWATER, WA, 98501, UNITED STATES.**
   3. AMERICAN FAST FREIGHT, INC. is registered with the U.S. Department of Transportation under DOT number 2226152.
   4. Upon information and belief, Defendant RAINIER TRANSPORTATION LLC, WA LIMITED LIABILITY COMPANY, is a motor carrier, and it is registered to do business in Washington on the date at issue. Defendant Rainier Transportation L.L.C. can be served, according to the Washington Secretary of State, with a copy of the Complaint and Summons through its registered agent: NW TRUCKING SERVICES, 19201 108TH AVE SE STE 102, RENTON, WA, 98055-7379, UNITED STATES.
   5. RAINIER TRANSPORTATION LLC, is registered with the U.S. Department of Transportation under DOT number 2816005.
   6. Upon information and belief, Defendants SERGEY FRANTSEVICH and JANE DOE FRANTSEVICH are individuals residing at all times material hereto in Pierce County.
   7. Defendants SERGEY FRANTSEVICH and RAINIER TRANSPORTATION LLC entered an arrangement with Defendant AMERICAN FAST FREIGHT, INC. to transport cargo in interstate commerce in the State of Washington, was trained, supervised and monitored on interstate routes and was directly involved in the crash in the State of Washington that forms the basis of the Plaintiff’s claims.
   8. It is unknown whether Defendant SERGEY FRANTSEVICH is married; therefore, Plaintiff alleges that if Defendant is married then all actions or omissions conducted by the individual Defendant as set forth herein were done for or on behalf of the marital community compromised thereof.
   9. All acts and/or omissions hereinafter alleged as performed by Defendant SERGEY FRANTSEVICH were performed during the course of his employment by RAINIER TRANSPORTATION LLC and on behalf of his employer Defendant AMERICAN FAST FREIGHT, INC.
3. **FACTS OF THE CRASH**
   1. All preceding statements of the complaint are incorporated herein and realleged as if expressly set forth herein.
   2. On January 1, 2022, at or around 11:20 AM, Plaintiff Drammeh was traveling northbound on EAST VALLEY HWY, near the intersection on S 190TH ST in Kent, Washington.
   3. Defendant Sergey Frantsevich was driving a 2013 Volvo tractor-trailer traveling eastbound on 80TH PL S.
   4. Defendant Frantsevich turned northbound on EAST VALLEY HWY.
   5. Defendant Frantsevich was not paying attention to vehicles behind him and immediately turned back east onto S 190TH ST, in front of Plaintiff’s lane of traffic.
   6. Defendant Frantsevich violently crashed into the front side of Plaintiff’s vehicle.
   7. Upon collision, Defendant Frantsevich’s tractor-trailer dragged Plaintiff’s vehicle onto South 190TH ST.
   8. Defendant Frantsevich failed to yield the right of way.
   9. Defendant Frantsevich was cited for inattentive driving.
   10. Defendant Frantsevich failed to exercise due care while operating his tractor-trailer.
   11. Defendant Frantsevich was driving the tractor-trailer in a careless, negligent, and dangerous manner.
   12. Defendant Frantsevich is an employee of Defendant RAINIER TRANSPORTATION LLC. He was driving his work tractor-trailer at the time of the crash.
   13. Defendant AMERICAN FAST FREIGHT, INC provides third-party logistics services and acts as freight broker.
   14. Defendant AMERICAN FAST FREIGHT, INC has hired and selected Defendant Frantsevich and Defendant Rainier Transportation LLC to transport goods at the time of the subject collision. At the times relevant to this lawsuit, the FMCSA published information regarding motor carriers on the internet that AMERICAN FAST FREIGHT, INC could have used to determine the fitness of motor carriers. This easily available information included violation histories and BASIC scores. However, AMERICAN FAST FREIGHT, INC chose not to even look at any of this publicly available information.
   15. The crash was solely caused by the negligence of the Defendants, individually and collectively, and the careless driving of Defendant Frantsevich.
   16. Plaintiff Drammeh was severely injured as a result of the crash due to the negligence, and gross negligence, of the Defendants individually and collectively.
   17. Plaintiff’s vehicle was totaled and towed from the scene.
   18. No action of Plaintiff Drammeh contributed to cause the crash.
4. **NEGLIGENCE OF DEFENDANT SERGEY FRANTSEVICH**
5. All preceding statements of the complaint are incorporated herein and realleged as if expressly set forth herein.
6. Defendant Frantsevich was negligent for inattentive driving, failing to yield the right of way, improper lane usage, making an unsafe turn, and violating the rules of the road. The actions of Defendant prior to the subject collision were negligent and were the proximate cause of all of the damages claimed herein.
7. The crash was caused by the negligence of the Defendants and the careless driving of Defendant Frantsevich.
8. Defendant Frantsevich failed to exercise due care while operating his tractor-trailer and was driving his tractor-trailer in a careless, negligent, and dangerous manner.
9. At the time and place of this crash, Defendant Frantsevich was generally negligent under the circumstances then and there existing in that he:
10. failed to keep his tractor-trailer under control;
11. failed to keep a proper lookout;
12. failed to operate his vehicle in a safe and prudent manner in view of the conditions which existed at the time of the crash;
13. failed to keep a safe and reasonable distance between other vehicles and his tractor-trailer;
14. failed to inspect the tractor trailer in a manner considerate of the safety and lives of the other persons lawfully on the road;
15. failed to operate the tractor trailer in a manner considerate of the safety and lives of the other persons lawfully on the road;
16. failed to yield the right of way;
17. Failed to obtain or have the necessary knowledge, training and experience to safely operate his vehicle;
18. Failed to maintain a knowledge and understanding of state and federal motor carrier safety regulations pertaining to procedures for safe vehicle operations in violation of 49 C.F.R. § 383.111;
19. Other instances of negligence as discovery reveals.
20. Defendant Frantsevich will be shown at trial to have violated one or more of the Federal Motor Carrier Safety Regulations which constitutes negligence per se, including but not limited to:
21. §383 Commercial Driver’s License Standards
22. §390 General
23. §391 Qualifications of Drivers
24. §392 Driving of Commercial Motor Vehicles
25. §393 Parts and Accessories Necessary for Safe Operation
26. §395 Hours of Services
27. §396 Inspections, Repairs, and Maintenances
28. Defendant Frantsevich’s negligence and gross negligence, individually and collectively with the negligence of the other Defendants was a proximate cause of the crash and the resulting injuries and damages to Plaintiff Drammeh.
29. **NEGLIGENCE OF RAINIER TRANSPORTATION LLC** 
    1. All preceding statements of the complaint are incorporated herein and realleged as if expressly set forth herein. Upon information and belief:
    2. Defendant RAINIER TRANSPORTATION LLC, was the employer of Defendant Frantsevich at the time of the crash and all other relevant times.
    3. At all times relevant hereto, Defendant Frantsevich was acting within the course and scope of Defendants RAINIER TRANSPORTATION LLC.
    4. At all times relevant to this cause of action, Defendant RAINIER TRANSPORTATION LLC was subject to and required to obey the minimum safety standards established by the Federal Motor Carrier Safety Regulations (FMCSR) (49 CFR §§ 301-399).
    5. The operation of a trucking company and the hiring, qualifying, training, and supervising of its drivers requires care and skill to be done safely or it is foreseeable that serious harm and injury will occur to the traveling public.
    6. Defendant RAINIER TRANSPORTATION LLC’s acts, and failures to act, as described below and above resulted in foreseeable harm to Plaintiff Drammeh.
    7. The Defendants will be shown at trial to have violated the Federal Motor Carrier Safety Regulations which constitutes negligence per se, including but not limited to:

a. § 383 Commercial Drivers License Standards

b. § 390 General

c. § 391 Qualifications of Drivers

d. § 392 Driving of Commercial Motor Vehicles

e. § 393 Parts and Accessories Necessary for Safe Operation

f. § 395 Hours of Services

g. §396 Inspection, Repair, and Maintenance

* 1. Defendant RAINIER TRANSPORTATION LLC was required to qualify and hire safe truck drivers and to teach and train those drivers so that they are able to understand and obey the rules and regulations contained in the Commercial Driver’s License Manual and carry out their duties and obligations thereunder.
  2. Defendant RAINIER TRANSPORTATION LLC was negligent, and grossly negligent, in:

a. hiring and/or contracting with Defendant Frantsevich to drive the tractor-trailer at issue;

b. training of Defendant Frantsevich on the FMCSR and Commercial Drivers Manual;

c. failing to supervise Defendant Frantsevich while driving the tractor-trailer;

d. failing to train Defendant Frantsevich to properly drive the tractor-trailer;

e. entrusting Defendant Frantsevich with the tractor-trailer;

f. retaining Defendant Frantsevich to drive the tractor-trailer;

g. failing to conduct proper and required checks on the background of their employee, agent and/or contractor, Defendant Frantsevich;

h. failure to exercise ordinary care to determine their employees’ agents’ and/or contractors’ fitness for the task of driving a commercial vehicle; and

* 1. Defendants RAINIER TRANSPORTATION LLC had a duty to promulgate and enforce rules and regulations to ensure its drivers and vehicles were reasonably safe, and negligently failed to do so.
  2. Defendant RAINIER TRANSPORTATION LLC through their agents and employees, knew, had reason to know, or should have known by exercising reasonable care, about the risks set forth in this complaint and that by simply exercising reasonable care these risks would be reduced or eliminated. These risks include, but are not limited to:

1. The risks associated with unsafe drivers,
2. The risks associated with failing to train drivers to obey the FMCSR,
3. The risks associated with failing to train drivers to follow the Commercial Drivers Manual,
4. The risks associated with failing to train drivers to follow minimum driving standards for commercial drivers,
5. The risks associated with failing to have adequate risk management policies and procedures in place,
6. Failing to have policies and procedures in place to identify undertrained and unqualified drivers,
7. Failure to appropriately implement and enforce risk management policies and procedures to monitor and assess Defendant Frantsevich once he was hired,
8. Failing to implement and follow a written safety plan,
9. Failing to protect the members of the public, such as the Plaintiff, from the risks described above,
10. Failing to use the composite knowledge reasonably available to analyze the data available to it to identify the risk, take steps to reduce or eliminate the risk, and to protect members of the public from that risk,
11. Failing to appropriately implement and enforce risk management policies and procedures to identify the risks described above.
    1. Defendants RAINIER TRANSPORTATION LLC had a duty to ensure any potential tractor trailer driver employee was safe, qualified and licensed in order to be hired and continued to be safe, qualified and licensed to remain employed as a CDL driver.
    2. Defendants RAINIER TRANSPORTATION LLC had a duty to properly perform safety and background checks on Defendant Frantsevich.
    3. Defendants RAINIER TRANSPORTATION LLC had a duty to ensure its driver qualification process for hiring and maintaining drivers was adequate and in compliance with the FMCSR.
    4. The provisions of 49 CFR §§ 301-399, commonly referred to as the “Federal Motor Carrier Safety Regulations” or “FMCSR” are applicable to this case and Defendants were subject to and required to obey these regulations at the time of the crash and at all relevant times prior to the crash.
    5. At all times relevant hereto, Defendant Frantsevich was a truck driver for Defendant RAINIER TRANSPORTATION LLC and was acting within the scope and course of the business and employment.
    6. At all times relevant hereto, Defendant RAINIER TRANSPORTATION LLC was acting by and through its employees/agents and is responsible for the acts of those employees and agents pursuant to *respondeat superior*, agency, negligent entrustment, negligent hiring of an independent contractor, or similar theory of law.
    7. The Defendant had a duty to maintain the tractor-trailer to ensure the safety of citizens on the roads, interstates and highways.
    8. In order to put the matter at issue, Plaintiff alleges that Defendant RAINIER TRANSPORTATION LLC was negligent in the hiring, qualifying, supervising, training, and retention of Defendant Frantsevich and is responsible for negligent entrustment of the tractor-trailer to his care, and these acts of negligence, and gross negligence, individually and combined and concurring with the acts of negligence of the other Defendants were a proximate cause of the damages.
12. **NEGLIGENCE OF AMERICAN FAST FREIGHT, INC**
    1. All preceding statements of the complaint are incorporated herein and realleged as if expressly set forth herein. Upon information and belief:
    2. Defendant AMERICAN FAST FREIGHT, INC has negligently hired and selected Defendant Frantsevich and Defendant Rainier Transportation LLC to transport goods at the time of the subject collision. At the times relevant to this lawsuit, the FMCSA published information regarding motor carriers on the internet that AMERICAN FAST FREIGHT, INC could have used to determine the fitness of motor carriers. This easily available information included violation histories and BASIC scores. However, AMERICAN FAST FREIGHT, INC chose not to even look at any of this publicly available information.
    3. Defendant AMERICAN FAST FREIGHT, INC was providing motor vehicle transportation forcompensation in that it was charging the shipper to transport goods.
    4. Defendants AMERICAN FAST FREIGHT, INC and RAINIER TRANSPORTATION LLC were engaged in a joint venture to transport the goods being hauled on January 1, 2022, and to transport other loads. Both AMERICAN FAST FREIGHT, INC and RAINIER TRANSPORTATION LLC had a community of interest, they agreed to share profits and losses inthe loads, and they had a mutual right of control or management of the enterprise.
    5. Defendant AMERICAN FAST FREIGHT, INC is jointly and severally liable with Rainier Transportation LLC and Sergey Frantsevich’s negligence because it was engaged in a joint venture with Rainier Transportation LLC.
    6. Defendant AMERICAN FAST FREIGHT, INC was negligent in selecting Rainier Transportation LLC to haul the load. Information that AMERICAN FAST FREIGHT, INC either knew, or should have known, would have alerted a reasonably prudent person that Rainier Transportation LLC was an unsafe company with a history of hours of service, unsafe driving, cell-phone use, and vehicle maintenance violations. The negligence of Defendant AMERICAN FAST FREIGHT, INC was a proximate cause of Plaintiff’s injuries and damages.
    7. Defendant AMERICAN FAST FREIGHT, INC was negligent for continuing to broker loads to unrated companies like Rainier Transportation LLC without investigating their safety performance.
13. **NO OTHER AT-FAULT PARTIES**
    1. All preceding statements of the complaint are incorporated herein and realleged as if expressly set forth herein.
    2. Defendants above-named is the only “at fault” entities, or potentially “at fault” entities (as that term is defined in RCW 4.22.015) in this accident. There are no *non-party* "at fault" entities who are in any way or percentage "at fault" for this accident and/or for Plaintiff's injuries and damages proximately resulting therefrom.
14. **DAMAGES**
    1. All preceding statements of the complaint are incorporated herein and realleged as if expressly set forth herein.
    2. As a proximate result of the negligence of the Defendants, Plaintiff sustained injuries impairing their health and capacity, including, but not necessarily limited to the following: bodily injury,loss of ability and capacity to enjoy life; loss of wage, medical bills, past and future, in an amount now unknown but which will be proven at the time of trial; physical and mental pain and suffering; and to their general damages; and property damage all in an amount to be proven at the time of trial.

**VIII. PRE-JUDGMENT INTEREST**

* 1. Plaintiff is entitled to pre-judgment interest on all damages ultimately awarded as a result of the subject accident from the date any such damages were incurred.

**IV. PHYSICIAN-PATIENT PRIVILEGE**

* 1. All preceding statements of the complaint are incorporated herein and realleged as if expressly set forth herein.
  2. Plaintiff asserts their physician-patient privilege for 88 days following the filing of this complaint. On the 89th day following the filing of this complaint, Plaintiff hereby waives their physician-patient privilege. That waiver is conditioned and limited as follows: (1) Plaintiff does not waive their constitutional right of privacy; (2) Plaintiff does not authorize contact with their health care providers of any kind except by judicial proceedings authorized by the Rules of Civil Procedure; and (3) representatives of the Defendants are specifically instructed not to attempt ex-parte contact with the health care providers of the Plaintiff.

**WHEREFORE**, Plaintiff prays for judgment against the Defendants as follows:

1. For a judgment of joint and several liability in favor of Plaintiff and against the Defendants.
2. For an award of damages in favor of the Plaintiff and against the Defendants in amounts to be proven at the time of trial;
3. For an award of prejudgment interest at the statutory rate on Plaintiff's economic damages;
4. For an award of prejudgment interest on Plaintiff's non-economic damages to the extent allowed by law;
5. For medical and other treatment expenses, past, present, and future in an amount to be proven at the time of trial.
6. For past and future physical and mental pain and suffering, impairment of ability and capacity to enjoy life, and other general damages, in an amount to be proven at the time of trial.
7. For past and future wage loss.
8. For property damage, loss of use and diminished value.
9. For interest on all damages from the dates incurred.
10. For costs and disbursements incurred herein, including statutory attorney's fees.
11. For such other and further relief as the Court deems just and equitable.

**DATED** this 8th day of May 2023.

HABTEMARIAM LAW FIRM PLLC

/s/ Neftalem Habtemariam

Neftalem Habtemariam, WSBA #44117

Attorney for Plaintiff

/s/ Kalwaljit Thiara

Kalwaljit Thiara, WSBA #56763

Attorney for Plaintiff