**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**

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

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| **PATHAGAMA DINESH SAMARASINGHE**, as an individual,  Plaintiff, vs.**GEICO ADVANTAGE INSURANCE COMPANY**, a foreign insurer,  Defendant. |  | NO. 23-2-07814-4 SEA**COMPLAINT FOR UNINSURED/UNDERINSURED MOTORIST BENEFITS****(PERSONAL INJURY)**  |

COMES NOW Plaintiff Pathagama Dinesh Samarasinghe (hereafter referred to as Plaintiff) for cause of action against Defendant Geico Advantage Insurance Company (hereafter referred as Defendant Insurance Company), alleges:

**1. IDENTIFICATION OF PLAINTIFFS**

* 1. Plaintiff Pathagama Dinesh Samarasinghe is of legal age, and at all times relevant hereto, has a legal capacity to sue as a resident of King County, Washington.

**2. IDENTIFICATION OF DEFENDANT**

* 1. Defendant Insurance Company was at all times relevant hereto, licensed to do and was doing business (i.e., selling insurance), within King County, Washington.
	2. Defendant Insurance Company sold a policy of insurance to Plaintiff, which was in full force and effect on March 15th, 2022; said policy number was 4446-67-37-27 and contained uninsured/underinsured (UIM) benefits of $300,000.00 per person and $500,000.00 per accident.

**3. JURISDICTION AND VENUE**

* 1. Jurisdiction and venue properly lie in King County based upon the fact that Defendant Insurance Company was at all times relevant and material hereto, residing or doing business within King County, Washington. Furthermore, Plaintiff at all times material hereto was a resident of King County, Washington.

**4. ACCIDENT/INSURANCE FACTS**

1. On March 15th, 2022, at or around 08:50 PM, Plaintiff Samarasinghe was stopped at a red traffic light southbound at the intersection of 16TH AVE S and E MARGINAL WAY Seattle, Washington.
2. Mr. Kevin Funston, third party, was stopped in front of Plaintiff.
3. Mrs. Janice Meyers, third party uninsured (hereafter referred to as UM), was approaching the red light behind both vehicles.
4. UM failed to stop as she approached the other vehicles and struck the rear of Plaintiff’s vehicle.
5. Upon the first collision, UM continued to travel forward and struck the rear of Mr. Funston’s vehicle.
6. Plaintiff sustained injuries and was transported to a hospital via ambulance.
7. UM was cited for inattention while driving and failure to obtain insurance.
8. Pursuant to the contractual provisions of insurance contract with Defendant Insurance Company, specifically the uninsured/underinsured motorist portions of said insurance contracts, the only two issues to be decided in this case are the following: (1) The Plaintiff’s right to receive any damages under the uninsured/underinsured motorist coverages for this accident; (2) and the amount of damages that the Plaintiff is entitled to recover.
9. Plaintiff is entitled to benefits under his uninsured/underinsured insurance policy with Defendant Insurance Company pursuant to 48.22.030.

**5. LIABILITY FOR ACCIDENT AND PLAINTIFFS’ INJURIES AND DAMAGES**

* 1. Plaintiff reallege paragraphs 1.1-4.7 (above) as though fully set forth herein.
	2. The underinsured driver was 100% “at fault” (as that term is defined in RCW 4.22.015) for the automobile accident which gives rise to this lawsuit, and is thus 100% responsible for the injuries and damages suffered by Plaintiff herein which proximately resulted from this accident.
	3. Defendant Insurance Company, who as its insureds’ UM/UIM carrier “steps into the shoes” of the underinsured driver, is thus 100% responsible for Plaintiff’s injuries and damages herein, subject to their UM/UIM limits.
	4. There are no non-party individuals or entities who are in any way or percentage “at fault” for this accident, or for Plaintiff’s injuries and damages resulting from said accidents.

**6. DAMAGES**

* 1. As a direct proximate result of the automobile accident which gives rise to this action, 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, past and future medical expenses; in an amount now unknown but which will be proven at the time of trial, physical and mental pain and suffering, and general damages; all in an amount to be proven at the time of trial.

**7. LIMITED WAIVER OF PHYSICIAN/PATIENT PRIVELEGE**

* 1. Pursuant to RCW 5.60.060(4)(b) and the provisions of the Uniform Health Care Information Act, RCW 42.17 and RCW Chapter 70, Plaintiff hereby waives the physician-patient privilege only insofar as necessary to place any and all alleged damages at issue at the time of trial as might be required by any act, statute or case law interpreting said statutes or acts in the State of Washington. This limited waiver does not constitute a waiver of any of the Plaintiff’s constitutional or statutory rights, and Defendant Insurance Company is not to contact any treating physician, past, present, or future, without first notifying counsel for Plaintiff as required by and in compliance with the Uniform Health Care Information Act so that they might bring the matter to the attention of the court and secure appropriate relief to include limitations and restrictions upon any such Defendant’s desire or intent to contact past or subsequent treating physicians ex parte, or otherwise. Plaintiff further states that Loudon v. Mhyre, 110 Wn.2d 675, 756 P.2d 138 (1988) and Kime v Niemann, 64 Wn.2d 394 (1964), are the correct law governing waiver of physician-patient privilege in this state, and that the Uniform Health Care Information Act, RCW 42.17 and RCW Chapter 70 sets forth the legal procedures required to secure a Plaintiff’s medical records and any related health care information.

**WHEREFORE**, Plaintiff prays for judgement against the Defendant as follows:

1. For medical and other treatment expenses, past, present, and future in an amount to be proven at the time of trial.

2. For past and future physical, 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.

3. For past and future wage loss

4. For interest on all damages from the dates incurred.

5. For costs and disbursements incurred herein, including statutory attorney’s fees

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

**Dated** this 28th day of April, 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