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

8 JEREMY MORTON-MAXSON, an
9 individual,

10 Plaintiff,

11 v.

12 UNIVERSITY OF WASHINGTON; STATE
13 OF WASHINGTON; JOHN DOES 1-10; JANE
DOES 1-10,

14 Defendants.
15

NO.

COMPLAINT FOR MEDICAL
NEGLIGENCE DAMAGES

16 COMES NOW the plaintiff, by and through his attorneys of record, OSBORN MACHLER,
17 and for cause of action states, alleges, and complains as follows:

18 **I. PARTIES**

19 1.1 Defendant UNIVERSITY OF WASHINGTON (“Defendant UW”), is a public uni-
20 versity, including a medical school and medical clinics, that is owned and operated by defendant
21 STATE OF WASHINGTON. At all times material hereto, Defendant UW employed the individual
22 healthcare providers identified in plaintiff’s medical records. Alternatively, any non-employed
23 physicians or independent contractors working at Defendant UW wore UW Medicine identifica-
24

1 tion badges and are ostensible agents of Defendant UW. Under the laws of the State of Washing-
2 ton, Defendant UW is an entity providing health care services and is a health care provider within
3 the meaning of RCW 7.70.020.

4 1.2 Defendants JOHN DOES 1-10 are individuals who provided care and treatment to
5 plaintiff and whose identities will be learned during discovery.

6 1.3 Defendants JANE DOES 1-10 are individuals who provided care and treatment to
7 plaintiff and whose identities will be learned during discovery.

8 1.4 Plaintiff JEREMY MORTON-MAXSON is a natural person who was at all times
9 material hereto, a resident of King County, Washington.

10 **II. COMPLIANCE**

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12 2.1 Pursuant to RCW 4.92.110, plaintiff delivered a tort claim notice to defendant UW
13 on March 14, 2023, and 60 days have elapsed. Defendant UW acknowledged receipt of plaintiffs'
14 tort claim notice on March 20, 2023. Plaintiff has also filed a declaration regarding voluntary ar-
15 bitration pursuant to RCW 7.70A.020. Any statutory prerequisites to the maintenance of this action
16 have therefore been satisfied.

17 **III. JURISDICTION AND VENUE**

18 3.1 Jurisdiction and venue are proper in King County because the acts and omissions
19 giving rise to the cause of action occurred in King County, Washington.

20 **IV. FACTS**

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22 4.1 On or about August 17, 2022, plaintiff Jeremy Morton-Maxson had a tumor surgi-
23 cally removed from his bladder at Defendant UW's Northwest Main Operating Room after pre-
24 senting with blood in his urine and a family history of bladder cancer.

1 4.2 Plaintiff's treating doctors noted that the tumor was "likely cancer" and that a path-
2 ologic review was necessary to determine the nature of the tumor.

3 4.3 Defendant UW lost the surgically removed tumor prior to conducting the requisite
4 pathologic review and left plaintiff without a clear diagnosis or care plan.

5 4.4 Defendant UW failed to have and follow proper policies, procedures, and training
6 regarding safeguarding, maintenance, custody, and transportation of plaintiff's surgically removed
7 tumor and failed to properly train and supervise the providers and staff who were involved in
8 plaintiff's care and treatment.

9 4.5 As a result of the negligence of defendants, plaintiff Jeremy Morton-Maxson has
10 suffered and continues to suffer injuries and damages that are painful, progressive, and permanent.
11

12 V. NEGLIGENCE AND LIABILITY

13 5.1 Defendant UW and their employees are healthcare providers as defined by Chapter
14 7.70 RCW.

15 5.2 Defendant UW is liable for the negligent acts and omissions of their employees,
16 agents, and staff under the doctrine of *respondeat superior*.

17 5.3 Defendant UW, individually and through its employees, agents, and staff, negli-
18 gently failed to exercise the degree of care, skill, and learning of a reasonably prudent healthcare
19 provider in the State of Washington. This negligence was a proximate cause of the injuries and
20 damages to the plaintiff.

21 5.4 In the alternative, healthcare providers John Does 1-10 and Jane Does 1-10 who
22 provided the care and treatment at issue to plaintiff were apparent or ostensible agents of Defendant
23

1 UW. Defendant UW is liable for the acts of these healthcare providers under general rules of
2 agency.

3 **VI. DAMAGES**

4 6.1 As a direct and proximate result of the conduct of the above-named defendants,
5 Jeremy Morton-Maxson incurred general and special damages in an amount to be proven at the
6 time of trial. His general damages include, but are not limited to, pain, suffering, mental anguish,
7 emotional distress, inconvenience, disability, and loss of society and companionship. These dam-
8 ages are a direct and proximate result of defendants' acts and omissions.

9 **VII. PRAYER FOR RELIEF**

10 WHEREFORE, the plaintiff, having stated his case in full, prays for judgment against the
11 above-named defendants jointly and severally as follows:

- 12
- 13 a) For special damages in an amount to be proven at trial;
 - 14 b) For general damages to be proven at the time of trial;
 - 15 c) For costs and disbursement including attorneys' fees; and
 - 16 d) For such other amounts that this Court deems just and equitable in these premises.

17 DATED this 29th day of June, 2023.

18 OSBORN MACHLER

19 */s/Austin Neff*

20 _____
21 Simeon J. Osborn, WSBA #14484
22 Susan Machler, WSBA #23256
23 Austin Neff, WSBA #57059
24 Attorneys for Plaintiff

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Austin Neff

**RCW 7.70A.020 DECLARATION OF CLIENT REGARDING
VOLUNTARY ARBITRATION**

I hereby swear, under penalty of perjury under the laws of the State of Washington, that the foregoing is true and correct:

1. The undersigned is the Plaintiff in the lawsuit of:


JEREMY MORTON-MAXSON, an individual, vs. UNIVERSITY OF
WASHINGTON; STATE OF WASHINGTON; JOHN DOES 1-10; JANE DOES
1-10

2. I have read the provisions of the Voluntary Arbitration Act.
3. My lawyers have answered my questions about the Act.

I hereby elect to:

- Opt out of the Voluntary Arbitration Act and try this case to a Jury.
- Opt in to the Voluntary Arbitration Act recognizing there is a \$1 million limit on any recovery.

DATED: 6/29/2023 SIGNED in Seattle, Washington.


Plaintiff Jeremy Morton-Maxson