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March 1, 2006

Mr. Paul A. Spencer
Spencer Law Offices, PLLC
11100 NE 8th Street, Suite 350
Bellevue, WA 98004

Re: Crest AERO, Inc. v. Norman C. Grier, et al.,
King County Superior Court Cause No. 06-2-07149-2 KNT

Mr. Spencer:

Enclosed please find a copy of the Crest AERO Inc., et al., Complaint for Declaratory Judgment Establishing Perpetual Prescriptive Easement and Injunctive Relief, along with 3 Summonses, one for each of the defendants, and the Order Setting Civil Case Schedule.

In accord with our earlier communications, I understand that you are authorized to accept personal service on behalf of each of the defendants. For that purpose, enclosed is an Acceptance of Service form. Please execute that and return same to me.

Of course, if you have any questions please give me a call.

Very truly yours,

Davis Wright Tremaine LLP

A handwritten signature in black ink that reads "Craig Miller".

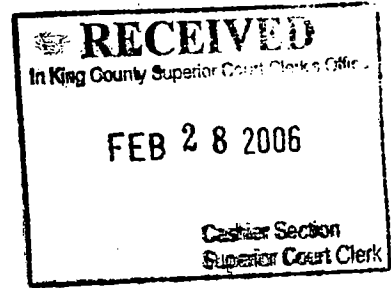
Craig Miller

CM:mkg

Enclosures

cc: Mr. Arthur Berkell
Ms. Lissa Shook

RETURN COPY



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

CREST AERO, Inc., a Washington corporation;
ARTHUR BERKELL and LYNN BERKELL;
MIKE McGAHAN and CHARLENE
McGAHAN; LEIGH LEWIS and JOY LEWIS;
WILLIAM SWICKARD and KAY
SWICKARD; JOHN TOMLINSON; JOSEPH
GISH and RAMONA GISH; RODNEY CLAUS
and JILL CLAUS, all as representatives of a
Class of persons,

Plaintiffs,

v.

NORMAN C. GRIER and JANE DOE GRIER,
and the marital community comprised thereof;
GRIER FAMILY HOLDINGS, L.L.C., a
Washington limited liability company; and
CREST AIRPARK, INC., a Washington
corporation

Defendants.

No. **06 -2 - 07149 - 2 KNT**

COMPLAINT FOR
DECLARATORY JUDGMENT
ESTABLISHING PERPETUAL
PRESCRIPTIVE EASEMENT
AND INJUNCTIVE RELIEF

Plaintiffs CREST AERO, Inc.; and ARTHUR BERKELL and LYNN BERKELL;

MIKE McGAHAN and CHARLENE McGAHAN; LEIGH LEWIS and JOY LEWIS;

WILLIAM SWICKARD and KAY SWICKARD; JOHN TOMLINSON; JOSEPH GISH

and RAMONA GISH; RODNEY CLAUS and JILL CLAUS, all as representatives of a

Class of persons allege as follows:

COMPLAINT FOR DECLARATORY JUDGMENT OF
PRESCRIPTIVE EASEMENT AND INJUNCTIVE RELIEF - 1

SEA 1710746v8 69409-1

Davis Wright Tremaine LLP
LAW OFFICES
2600 Century Square - 1501 Fourth Avenue
Seattle, Washington 98101-1682

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I. PARTIES

1. Plaintiff Crest AERO, Inc. Crest AERO, Inc. ("Crest AERO"), is a nonprofit Washington corporation whose principal place of business is King County, Washington. In 1992, the then current roster of Nesland Easement Homeowners, as defined below, formed Crest AERO to represent and defend their interests with respect to the use of Crest Airpark Airport. Crest AERO is a corporation in good standing.

2. Plaintiff Class Representatives Berkell. Arthur Berkell is President of Crest AERO. Plaintiffs Arthur Berkell and Lynn Berkell are Nesland Easement Homeowners and are members of the Plaintiff Class.

3. Plaintiff Class Representatives McGahan. Plaintiffs Mike McGahan and Charlene McGahan are Nesland Easement Homeowners and are members of the Plaintiff Class.

4. Plaintiff Class Representatives Lewis. Plaintiffs Leigh Lewis and Joy Lewis are Nesland Easement Homeowners and are members of the Plaintiff Class.

5. Plaintiff Class Representatives Swickard. Plaintiffs William Swickard and Kay Swickard are Nesland Easement Homeowners and are members of the Plaintiff Class.

6. Plaintiff Class Representative Tomlinson. Plaintiff John Tomlinson is a Nesland Easement Homeowner and is a member of the Plaintiff Class.

7. Plaintiff Class Representatives Gish. Plaintiffs Joseph Gish and Ramona Gish are Nesland Easement Homeowners and are members of the Plaintiff Class.

8. Plaintiff Class Representatives Clause. Plaintiffs Rodney Clause and Jill Claus are Nesland Easement Homeowners and are members of the Plaintiff Class.

1 An illustrative sketch of the Crest Airpark Airport and the Nesland Easement
2 Homeowners' properties is attached hereto as **Exhibit A**. There are more than 110 current
3 Nesland Easement Homeowners and thus more than 110 members of the Plaintiff Class.

4 13. Class Representatives. Class representatives Berkell, McGahan, Lewis,
5 Swickard, Tomlinson, Gish and Claus are members of the Plaintiff Class, and hold and
6 have claims and defenses typical of the claims and defenses of all members of the Plaintiff
7 Class, relative to the matters at issue in this action. The class representatives will
8 adequately protect the interests of the Plaintiff Class.

9 14. Additional Class Representative Crest AERO. Crest AERO is vested with
10 powers to represent and defend the interests of the Nesland Easement Homeowners, and
11 Crest AERO is a proper party plaintiff in its own right, and as a representative of the
12 Plaintiff Class, relative to the matters at issue in this action.

13 15. Joinder Impracticable. Because at least 110 Nesland Easement
14 Homeowners are members of the Plaintiff Class, the Plaintiff Class is so numerous that
15 joinder of all members is impracticable.

16 III. FACTS

17 16. Crest Airpark and Nesland Easement. The Crest Airpark development,
18 including the lots benefited by the Nesland Easement, was platted and established in 1975.
19 The development includes an airstrip, adjoining which is an area with leased hangars, fuel
20 facilities, and a small building housing an office and flight school. On both sides of the
21 airstrip are the residential properties of the Nesland Easement Homeowners. The Nesland
22 Easement Homeowners' properties have aircraft access to the airstrip via a series of grass
23 taxiways that run between the rows of homes and each then continuously out onto grass

1 taxiways that run the length of and generally surround most of the paved airstrip (the
2 "Taxiways"). The Taxiways, airstrip, and airport facility are owned by Defendants Grier
3 or Grier LLC. Defendant Crest Airpark is the operator of the airport, the flight school, the
4 leased hangars, and the fuel facilities. The Nesland Easement Homeowners' properties in
5 the Crest Airpark development are highly desirable residences for people who fly small
6 private airplanes. Most of the homes have their own private hangars. The Crest Airpark
7 residents enjoy the great convenience of walking out their back doors, getting into their
8 airplanes, taxiing out to the airstrip and taking off. Over the decades, the Crest Airpark
9 development has been a success and is a much-loved neighborhood by the homeowners.

10 17. Use of the Taxiways. Beginning in 1975-76 when the residential lots began
11 to be built on and occupied by Nesland Easement Homeowners, the Taxiways, including
12 the Taxiways surrounding the airstrip, have been continuously, openly and non-
13 permissively used by members of the Plaintiff Class, or their predecessors in interest, for
14 personal and neighborhood recreation. The recreational uses have included walking,
15 jogging, playing with and exercising dogs, games of catch and Frisbee, socializing and
16 neighborly encounters and conversations, picnicking, barbequing, Fourth of July
17 celebrations, touch football games, and the like (generally, "Recreational Uses").
18 Members of the Plaintiff Class for many years mowed, watered and maintained portions of
19 the Taxiways, including the Taxiway surrounding the airstrip, so as to facilitate such
20 Recreational Uses. Over the years, the continuous jogging and walking by members of the
21 Plaintiff Class created a well worn and defined path through the entire length of the
22 Taxiway running along the western side and around the northern end of the airstrip (and
23 that defined path can be clearly seen in aerial photographs of the property).

1 18. Recreational Uses Consistent with Safe Aircraft Operations. At no time
2 have the Recreational Uses of the Taxiways interfered with safe aircraft operations at Crest
3 Airpark. The great majority of members of the Plaintiff Class are, directly or indirectly,
4 owners of private small aircraft that use Crest Airpark, and they are highly interested in
5 safe aircraft operations.

6 19. Non-Permissive Hostile Uses. The Recreational Uses were done without the
7 permission of the Defendants. The Recreational Uses were done at times when the
8 Defendants were able to assert and enforce their rights. The Recreational Uses were done
9 before and after the transfer of certain parcels on which the Taxiways are situated from
10 Defendant Grier to Defendant Grier LLC. The Recreational Uses were done by members
11 of the Plaintiff Class.

12 20. Establishment of the Prescriptive Easement. By virtue of the members of
13 the Plaintiff Class using the Taxiways openly, notoriously, continuously, without
14 interruption, and adverse to the title of the Defendants, or Defendants' predecessors in
15 interest, for over ten years, there now exists a prescriptive easement, in favor of the
16 properties owned by the Plaintiff Class, for the continued and perpetual use of the
17 Taxiways for Recreational Uses.

18 21. Wrongful Acts by Defendants. Beginning in about July 2005 Defendant
19 Norman C. Grier has begun to demand that members of the Plaintiff Class quit the
20 Recreational Uses, and to order Homeowners engaged in Recreational Uses off the
21 Taxiways. In so doing, he has wrongfully interfered with the now-established prescriptive
22 easement established in favor of the properties of the Plaintiff Class.

1 22. No Claim of Prescriptive Easement under Nesland Easement. The Plaintiffs
2 in this action do not claim any prescriptive easement rights against the Defendants'
3 property under or by reason of the Nesland Easement itself. The Nesland Easement
4 pertains only to the Nesland Easement Homeowners' rights to use of the airplane landing
5 strip and taxiways of the Crest Airpark Airport for the purpose of landing and taking off
6 small private aircraft. The Nesland Easement itself does not pertain to the Recreational
7 Uses.

8 **IV. CAUSE OF ACTION I – PRESCRIPTIVE EASEMENT**

9 23. Reallegation. Plaintiff incorporates and realleges all foregoing Paragraphs
10 hereof as if fully set forth herein.

11 24. Entitlement to Declaratory Judgment. Pursuant to RCW 7.24.010, the
12 Plaintiff Class is entitled to a declaratory judgment declaring that there exists, in
13 perpetuity, a prescriptive easement burdening the Taxiway property owned by the
14 Defendants, for the purposes of Recreational Uses of the Taxiways by the members of the
15 Plaintiff Class and their successors in title.

16 **V. CAUSE OF ACTION II – INJUNCTIVE RELIEF**

17 25. Reallegation. Plaintiffs incorporate and reallege all foregoing Paragraphs
18 hereof as if fully set forth herein.

19 26. Entitlement to Injunctive Relief. Pursuant to RCW 7.40.020, the Plaintiff
20 Class is entitled to injunctive relief permanently enjoining Defendants from interfering
21 with the Plaintiff Class's full use and enjoyment the prescriptive easement sought to be
22 declared herein.

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VI. PRAYER FOR RELIEF

WHEREFORE, the Plaintiff Class prays for relief as follows:

A. Entry of a Declaratory Judgment declaring that there exists, in perpetuity, a prescriptive easement burdening the Taxiway property owned by the Defendants, for the purposes of Recreational Uses of the Taxiways by the members of the Plaintiff Class and their successors in title.

B. Entry of a Permanent Injunction against Defendants permanently enjoining Defendants from interfering with the Plaintiff Class's full use and enjoyment the prescriptive easement sought to be declared herein; and

C. For such other relief as the Court deems just and equitable.

DATED this 27th day of February, 2006.

DAVIS WRIGHT TREMAINE LLP
Attorneys for Plaintiffs

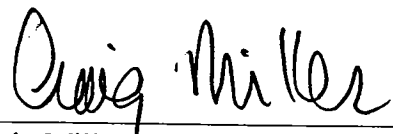
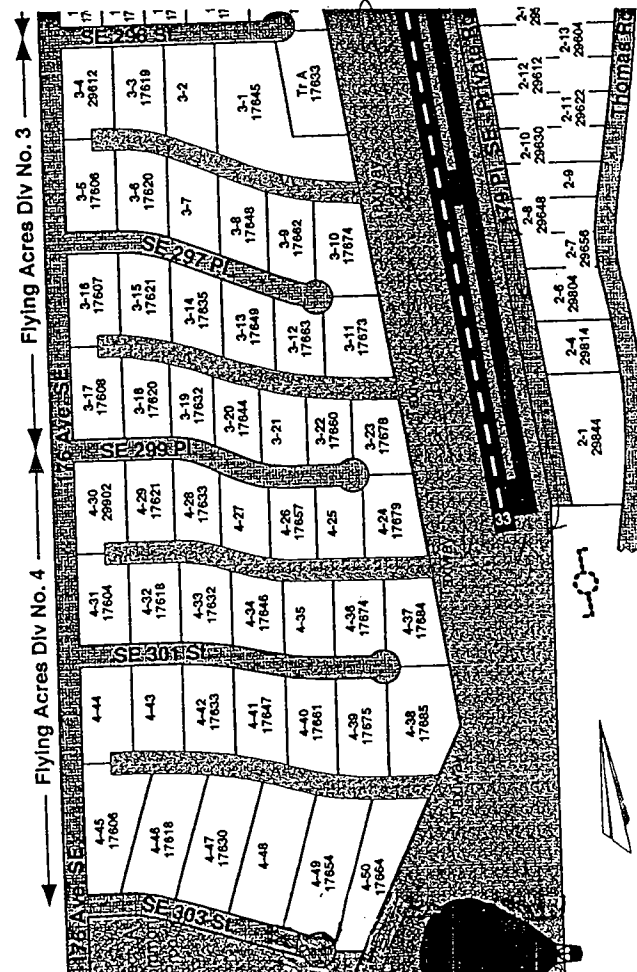
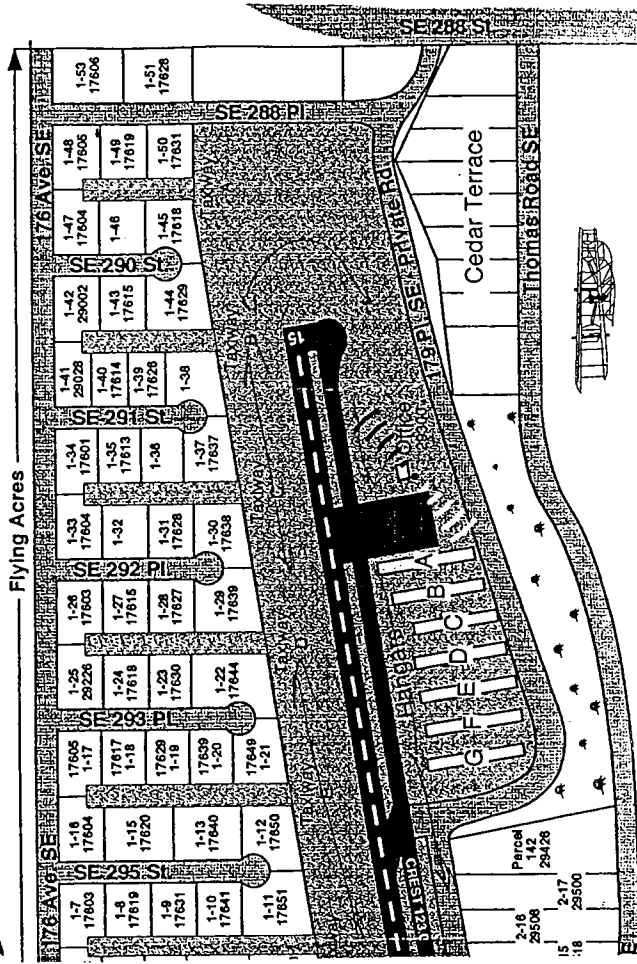
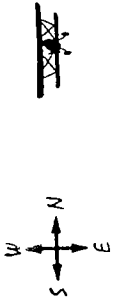
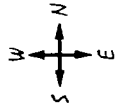
By 
Craig Miller, WSBA #10239
Lissa W. Shook, WSBA #35179

EXHIBIT A

Crest Airpark

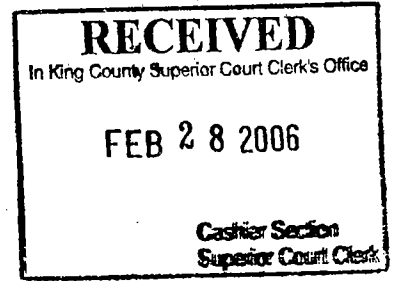


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Flying Acres Div No. 3

Flying Acres Div No. 4

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**KING COUNTY SUPERIOR COURT
CASE ASSIGNMENT DESIGNATION
and
CASE INFORMATION COVER SHEET
(cics)**

In accordance with LR82(e), a faulty document fee of \$15 will be assessed to new case filings missing this sheet pursuant to King County Code 4.71.100.

CASE NUMBER: 06 - 2 - 07149 - 2 KNT

CASE CAPTION: Crest AERO, Inc., et al. v. Norman C. Grier, et al.

I certify that this case meets the case assignment criteria, described in King County LR 82(e), for the:

 Seattle Area, defined as:

All of King County north of Interstate 90 and including all of the Interstate 90 right-of-way; all the cities of Seattle, Mercer Island, Bellevue, Issaquah and North Bend; and all of Vashon and Maury Islands.

 X Kent Area, defined as:

All of King County south of Interstate 90 except those areas included in the Seattle Case Assignment Area.

Anna W. Shok
Signature of Attorney for Plaintiff

February 28, 2006
Date

#35179
WSBA Number

**KING COUNTY SUPERIOR COURT
CASE ASSIGNMENT DESIGNATION**

and

CASE INFORMATION COVER SHEET

Please check one category that best describes this case for indexing purposes. Accurate case indexing not only saves time but helps in forecasting judicial resources. A faulty document fee of \$15 will be assessed to new case filings missing this sheet pursuant to Administrative Rule 2 and King County Code 4.71.100.

APPEAL/REVIEW

- Administrative Law Review (ALR 2)*
- Civil, DOL (DOL 2)*

CONTRACT/COMMERCIAL

- Breach of Contract (COM 2)*
- Commercial Contract (COM 2)*
- Commercial Non-Contract (COL 2)*
- Meretricious Relationship (MER 2)*
- Third Party Collection (COL 2)*

DOMESTIC RELATIONS

- Annulment/Invalidity (with dependent children? Y)(INV3)*
- Child Custody (CUS 3)*
- Nonparental Custody (CUS 3)*
- Dissolution With Children (DIC 3)*
- Dissolution With No Children (DIN 3)*
- Enforcement/Show Cause Out of County (MSC 3)
- Establish Residential Sched/Parenting Plan(PPS 3)* ££
- Establish Residential Sched Supprt Only (PPS 3)* ££
- Legal Separation (with dependent children? Y N) (SEP 3)*
- Mandatory Wage Assignment (MWA 3)
- Modification (MOD 3)*
- Modification - Support Only (MDS 3)*
- Out-of-state Custody Order Registration (OSC 3 or 5)
- Reciprocal, Respondent in County (RIC 3)
- Reciprocal, Respondent Out of County (ROC 3)
- Registration of Out of State Support Court Order (FJU 3)
- Relocation Objection/Modification (MOD 3)*

ADOPTION/PATERNITY

- Adoption (ADP 5)
- Challenge to Acknowledgment of Paternity (PAT 5)*
- Challenge to Denial of Paternity (PAT 5)*
- Confidential Intermediary (MSC 5)
- Establish Parenting Plan-Existing King County Paternity (MSC 5)*
- Initial Pre-Placement Report (PPR 5)
- Modification (MOD 5)*
- Modification-Support Only (MDS 5)*
- Paternity (PAT 5)*
- Paternity/UIFSA (PUR 5)*
- Registration of Out of State Support Court Order (FJU 5)
- Relinquishment (REL 5)
- Relocation Objection/Modification (MOD 5)*
- Rescission of Acknowledgment of Paternity (PAT 5)*
- Rescission of Denial of Paternity (PAT 5)*
- Termination of Parent-Child Relationship (TER 5)

DOMESTIC VIOLENCE/ANTIHARASSMENT

- Civil Harassment (HAR 2)
- Confidential Name Change (CHN 5)
- Domestic Violence (DVP 2)
- Domestic Violence with Children (DVC 2)
- Foreign Protection Order (FPO 2)
- Vulnerable Adult Protection (VAP 2)
- Civil Harassment (HAR 2)

££ Paternity Affidavit or Existing/Paternity is not an issue and NO other case exists in King County* The filing party will be given an appropriate case schedule. ** Case schedule will be issued after hearing and findings.

**KING COUNTY SUPERIOR COURT
CASE ASSIGNMENT DESIGNATION**

and

CASE INFORMATION COVER SHEET

Please check one category that best describes this case for indexing purposes. Accurate case indexing not only saves time but helps in forecasting judicial resources. A faulty document fee of \$15 will be assessed to new case filings missing this sheet pursuant to Administrative Rule 2 and King County Code 4.71.100.

PROPERTY RIGHTS

- Condemnation/Eminent Domain (CON 2)*
- Foreclosure (FOR 2)*
- Land Use Petition (LUP 2)*
- Property Fairness (PFA 2)*
- Quiet Title (QTI 2)*
- Unlawful Detainer (UND 2)

JUDGMENT

- Confession of Judgment (MSC 2)*
- Judgment, Another County, Abstract (ABJ 2)
- Judgment, Another State or Country (FJU 2)
- Tax Warrant (TAX 2)
- Transcript of Judgment (TRJ 2)

OTHER COMPLAINT/PETITION

- Action to Compel/Confirm Private Binding Arbitration (MSC 2)
- Certificate of Rehabilitation (MSC 2)
- Change of Name (CHN 2)
- Deposit of Surplus Funds (MSC 2)
- Emancipation of Minor (EOM 2)
- Frivolous Claim of Lien (MSC 2)
- Injunction (INJ 2)*
- Interpleader (MSC 2)
- Malicious Harassment (MHA 2)*
- Non-Judicial Filing (MSC 2)
- Other Complaint/Petition(MSC 2)*
- Seizure of Property from the Commission of a Crime (SPC 2)*
- Seizure of Property Resulting from a Crime (SPR 2)*
- Structured Settlements (MSC 2)*
- Subpoena (MSC 2)

PROBATE/GUARDIANSHIP

- Absentee (ABS 4)
- Disclaimer (DSC4)
- Estate (EST 4)
- Foreign Will (FNW 4)
- Guardian (GDN4)
- Limited Guardianship (LGD 4)
- Minor Settlement (MST 4)
- Non-Probate Notice to Creditors (NNC 4)
- Trust (TRS 4)
- Trust Estate Dispute Resolution Act/POA (TDR 4)
- Will Only (WLL4)

TORT, MEDICAL MALPRACTICE

- Hospital (MED 2)*
- Medical Doctor (MED 2)*
- Other Health Care Professional (MED 2)*

TORT, MOTOR VEHICLE

- Death (TMV 2)*
- Non-Death Injuries (TMV 2)*
- Property Damage Only (TMV 2)*

TORT, NON-MOTOR VEHICLE

- Asbestos (PIN 2)**
- Implants (PIN 2)
- Other Malpractice (MAL 2)*
- Personal Injury (PIN 2)*
- Products Liability (TTO 2)*
- Property Damage (PRP 2)*
- Wrongful Death (WDE 2)*
- Tort, Other (TTO 2)*

WRIT

- Habeas Corpus (WHC 2)
- Mandamus (WRM 2)**
- Review (WRV 2)**

* The filing party will be given an appropriate case schedule. ** Case schedule will be issued after hearing and findings.

I. NOTICES (continued)

NOTICE TO ALL PARTIES:

All attorneys and parties should make themselves familiar with the King County Local Rules [KCLR] -- 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 KCLR 26], and for meeting the discovery cutoff date [See KCLR 37(g)].

CROSSCLAIMS, COUNTERCLAIMS AND THIRD PARTY COMPLAINTS:

A filing fee of **\$200** must be paid when any answer that includes additional claims is filed in an existing case.

SHOW CAUSE HEARINGS FOR CIVIL CASES [King County Local Rule 4(g)]

A Confirmation of Joinder, Claims and Defenses or a Statement of Arbitrability must be filed by the deadline in the schedule. A review of the case will be undertaken to confirm service of the original complaint and to verify that all answers to claims, counterclaims and cross-claims have been filed. If those mandatory pleadings are not in the file, a *Show Cause Hearing* will be set before the Chief Civil or RJC judge. The Order to Show Cause will be mailed to all parties and designated parties or counsel are required to attend.

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 KCLR 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 KCLR 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 4.71.050 whenever the Superior Court Clerk must send notice of non-compliance of schedule requirements and/or Local Rule 41.

King County Local Rules are available for viewing at www.metrokc.gov/kcsc.

II. CASE SCHEDULE

CASE EVENT	DEADLINE or EVENT DATE	Filing Needed
Case Filed and Schedule Issued.	Tue 02/28/2006	*
Confirmation of Service [See KCLR 4.1].	Tue 03/28/2006	*
Last Day for Filing Statement of Arbitrability without a Showing of Good Cause for Late Filing [See KCLMAR 2.1(a) and Notices on Page 2]. \$220 arbitration fee must be paid	Tue 08/08/2006	*
DEADLINE to file Confirmation of Joinder if not subject to Arbitration. [See KCLR 4.2(a) and Notices on Page 2]. Show Cause hearing will be set if Confirmation is not filed, or if the Confirmation does not have all signatures, or if all answers have not been filed, or judgment on default has not been filed, or Box 2 is checked.	Tue 08/08/2006	*
DEADLINE for Hearing Motions to Change Case Assignment Area. [See KCLR 82(e)]	Tue 08/22/2006	
DEADLINE for Disclosure of Possible Primary Witnesses [See KCLR 26(b)].	Mon 03/12/2007	
DEADLINE for Disclosure of Possible Additional Witnesses [See KCLR 26(b)].	Mon 04/23/2007	
DEADLINE for Jury Demand [See KCLR 38(b)(2)].	Mon 05/07/2007	*
DEADLINE for Setting Motion for a Change in Trial Date [See KCLR 40(e)(2)].	Mon 05/07/2007	*
DEADLINE for Discovery Cutoff [See KCLR 37(g)].	Mon 06/25/2007	
DEADLINE for Engaging in Alternative Dispute Resolution [See KCLR 16(c)].	Mon 07/16/2007	
DEADLINE for Exchange Witness & Exhibit Lists & Documentary Exhibits [See KCLR 16(a)(4)].	Mon 07/23/2007	
DEADLINE to file Joint Confirmation of Trial Readiness [See KCLR 16(a)(2)].	Mon 07/23/2007	*
DEADLINE for Hearing Dispositive Pretrial Motions [See KCLR 56; CR 56].	Mon 07/30/2007	
Joint Statement of Evidence [See KCLR 16(a)(5)].	Mon 08/06/2007	*
Trial Date [See KCLR 40].	Mon 08/13/2007	

III. ORDER

Pursuant to King County Local Rule 4 [KCLR 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: 02/28/2006



PRESIDING JUDGE

IV. ORDER ON CIVIL PROCEEDINGS FOR ASSIGNMENT TO JUDGE

READ THIS ORDER PRIOR TO CONTACTING YOUR ASSIGNED JUDGE

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

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

The following procedures hereafter apply to the processing of this case:

APPLICABLE RULES:

a. Except as specifically modified below, all the provisions of King County Local Rules 4 through-26 shall apply to the processing of civil cases before Superior Court Judges.

CASE SCHEDULE AND REQUIREMENTS:

A. **Show Cause Hearing:** A Show Cause Hearing will be held before the Chief Civil/Chief RJC judge if the case does not have confirmation of service on all parties, answers to all claims, crossclaims, or counterclaims as well as the confirmation of joinder or statement of arbitrability filed before the deadline in the attached case schedule. All parties will receive an *Order to Show Cause* that will set a specific date and time for the hearing. Parties and/or counsel who are required to attend will be named in the order.

B. **Pretrial Order:** An order directing completion of a Joint Confirmation of Trial Readiness Report will be mailed to all parties approximately six (6) weeks before trial. **This order will contain deadline dates for the pretrial events listed in King County Local Rule 16:**

- 1) Settlement/Mediation/ADR Requirement;
- 2) Exchange of Exhibit Lists;
- 3) Date for Exhibits to be available for review;
- 4) Deadline for disclosure of witnesses;
- 5) Deadline for filing Joint Statement of Evidence;
- 6) Trial submissions, such as briefs, Joint Statement of Evidence, jury instructions;
- 7) voir dire questions, etc;
- 8) Use of depositions at trial;
- 9) Deadlines for nondispositive motions;
- 10) Deadline to submit exhibits and procedures to be followed with respect to exhibits;
- 11) Witnesses -- identity, number, testimony;

C. **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. If parties wish to request a CR 16 conference, they must contact the assigned court. Plaintiff/petitioner's counsel is responsible for contacting the other parties regarding said report.

D. **Settlement/Mediation/ADR:**

1) Forty five (45) days before the Trial Date, counsel for plaintiff shall submit a written settlement demand. Ten (10) days after receiving plaintiff's written demand, counsel for defendant shall respond (with a counteroffer, if appropriate).

2) 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.**

E. **Trial:** Trial is scheduled for 9:00 a.m. on the date on the *Schedule or as soon thereafter as convened by the court.* The Friday before trial, the parties should access the King County Superior Court website at www.metrokc.gov/kcsc 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 motions that dispose of the case in whole or in part will be heard with oral argument before the assigned judge. The moving party must arrange with the courts a date and time for the hearing, consistent with the court rules.

King County Local Rule 7 and King County Local Rule 56 govern procedures for all summary judgment or other motions that dispose of the case in whole or in part. The local rules can be found at www.metrokc.gov/kcsc.

Nondispositive 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." King County Local Rule 7 governs these motions, which include discovery motions. The local rules can be found at www.metrokc.gov/kcsc.

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. King County Local Rule 7 and King County Family Law Local Rules govern these procedures. The local rules can be found at www.metrokc.gov/kcsc.

Emergency Motions: 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.

Filing of Documents All original documents must be filed with the Clerk's Office. *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 copy must be delivered to his/her courtroom or to the judges' mailroom. Do not file working copies with the Motions Coordinator, except those motions to be heard on the Family Law Motions Calendar, in which case the working copies should be filed with the Family Law Motions Coordinator.

Original Proposed Order: Each of the parties must include in the working copy materials submitted on any motion an original proposed order sustaining his/her side of the argument. Should any party desire a copy of the order as signed and filed by the judge, a preaddressed, 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 orders 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 nondispositive 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/PETITIONER SHALL FORWARD A COPY OF THIS ORDER AS SOON AS PRACTICABLE TO ANY PARTY WHO HAS NOT RECEIVED THIS ORDER.



PRESIDING JUDGE

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SUPERIOR COURT OF THE STATE OF WASHINGTON
KING COUNTY

CREST AERO, Inc., a Washington corporation;
ARTHUR BERKELL and LYNN BERKELL;
MIKE McGAHAN and CHARLENE
McGAHAN; LEIGH LEWIS and JOY LEWIS;
WILLIAM SWICKARD and KAY
SWICKARD; JOHN TOMLINSON; JOSEPH
GISH and RAMONA GISH; RODNEY CLAUS
and JILL CLAUS, all as representatives of a
Class of persons,

Plaintiffs,

v.

NORMAN C. GRIER and JANE DOE GRIER,
and the marital community comprised thereof;
GRIER FAMILY HOLDINGS, L.L.C., a
Washington limited liability company; and
CREST AIRPARK, INC., a Washington
corporation

Defendants.

No. 06-2-07149-2 KNT

ACCEPTANCE OF SERVICE

The undersigned attorneys hereby accept service of the following pleadings on behalf
of defendants Norman C. Grier and Jane Doe Grier; Grier Family Holdings, LLC; and Crest
Airpark, Inc.

- 1. Case Assignment Designation and Case Information Cover Sheet;

The Honorable Bruce Hilyer

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

CREST AERO, Inc., a Washington corporation;
ARTHUR BERKELL and LYNN BERKELL;
MIKE McGAHAN and CHARLENE
McGAHAN; LEIGH LEWIS and JOY LEWIS;
WILLIAM SWICKARD and KAY
SWICKARD; JOHN TOMLINSON; JOSEPH
GISH and RAMONA GISH; RODNEY CLAUS
and JILL CLAUS, all as representatives of a
Class of persons,

Plaintiffs,

v.

NORMAN C. GRIER and JANE DOE GRIER,
and the marital community comprised thereof;
GRIER FAMILY HOLDINGS, L.L.C., a
Washington limited liability company; and
CREST AIRPARK, INC., a Washington
corporation

Defendants.

No. 06-2-07149-2 KNT
SUMMONS

TO THE DEFENDANT CREST AIRPARK, INC.:

A lawsuit has been started against you in the above-entitled Court by Plaintiffs.

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


1 In order to defend against this lawsuit, you must respond to the complaint by stating
2 your defense in writing, and serve a copy upon the undersigned attorney for the plaintiffs
3 within 20 days after the service of this summons, excluding the day of service, or a default
4 judgment may be entered against you without notice. A default judgment is one where
5 plaintiff is entitled to what he asks for because you have not responded. If you serve a notice
6 of appearance on the undersigned attorney, you are entitled to notice before a default
7 judgment may be entered.

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

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

12 DATED this 15th day of March, 2006.

13 DAVIS WRIGHT TREMAINE LLP
14 Attorneys for Plaintiffs

15 By 
16 Craig Miller, WSBA #10239
17 Lissa W. Shook, WSBA #35179

The Honorable Bruce Hilyer

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

CREST AERO, Inc., a Washington corporation;
ARTHUR BERKELL and LYNN BERKELL;
MIKE McGAHAN and CHARLENE
McGAHAN; LEIGH LEWIS and JOY LEWIS;
WILLIAM SWICKARD and KAY
SWICKARD; JOHN TOMLINSON; JOSEPH
GISH and RAMONA GISH; RODNEY CLAUS
and JILL CLAUS, all as representatives of a
Class of persons,

Plaintiffs,

v.

NORMAN C. GRIER and JANE DOE GRIER,
and the marital community comprised thereof;
GRIER FAMILY HOLDINGS, L.L.C., a
Washington limited liability company; and
CREST AIRPARK, INC., a Washington
corporation

Defendants.

No. 06-2-07149-2 KNT

SUMMONS

TO THE DEFENDANT GRIER FAMILY HOLDINGS, L.L.C.:

A lawsuit has been started against you in the above-entitled Court by Plaintiffs.

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

