



1 services, including, but not limited to, servicing, inspecting, maintaining, repairing and/or  
2 replacing tires within the State of Washington, and more specifically within King County,  
3 Washington, through its franchisees and/or agents throughout the United States, including  
4 Washington State. Defendant Meineke has an agent for service of process at National Registered  
5 Agents, Inc., 711 Capitol Way S., Suite 204, Olympia, Washington 98501. Meineke is liable for  
6 the acts and/or omissions of its franchisee and/or agents under the doctrine of *Respondet Superior*.

7 3. Defendant MCCC 4333, Inc. (“MCCC”) is a Washington corporation with its  
8 principal place of business located at 9424 Evergreen Way, Everett, Washington 98104, and at all  
9 times material was doing business as Meineke Car Care Center #4333 and was engaged in the  
10 business of providing auto care services, including, but not limited to, servicing, inspecting,  
11 maintaining, repairing and/or replacing tires as a franchisee of Defendant Meineke.

## 12 13 **II. JURISDICTION AND VENUE**

14 4. The Superior Court of King County, State of Washington, has subject matter  
15 jurisdiction over this action pursuant to RCW 2.08.010.

16 5. Jurisdiction is proper in the State of Washington because the cause of action as  
17 alleged herein arose out of activities (to wit, the transaction of business within this state by  
18 marketing, distributing, selling, servicing, inspecting, maintaining, and/or repairing automobiles  
19 and their parts) within the State of Washington. RCW 4.28.185.

20 6. Venue is proper in King County pursuant to RCW 4.12.025(1) because Defendants  
21 Meineke and MCCC transact business in King County, Washington.

1           7.       This Court has specific personal jurisdiction over the parties to this civil action  
2 because the episode-in-suit occurred in this forum, and Defendants Meineke and MCCC have  
3 purposefully availed themselves of the privileges and benefits of doing business in Washington.

4           8.       Defendants Meineke and MCCC are personally subject to specific jurisdiction in  
5 this Court

6           a.       Because Defendants Meineke and MCCC are subject to the Washington long-arm  
7 statute by doing business in Washington, by contracting with Washington residents,  
8 by performing such contracts in part in Washington, and by committing torts where  
9 one or more elements of the tort or one or more of the tortious acts occurred in  
10 Washington;

11          b.       Because the episode-in-suit which serves as the basis of the claims against  
12 Defendants Meineke and MCCC in this case is related to Defendants' conduct;

13          c.       Because Defendants Meineke and MCCC participated in marketing, advertising,  
14 distributing, servicing, inspecting, maintaining, and/or repairing tires through their  
15 local stores, distributors, retailers, suppliers, franchisees, and/or agents in  
16 Washington;

17          d.       Because key elements of the episode-in-suit occurred in Washington;

18          e.       Because Defendants Meineke and MCCC have purposefully availed themselves of  
19 the benefits of doing business in Washington;

20          f.

21          g.       Because Defendant Meineke's contacts with Washington associated with this civil  
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1 action are related to their auto care services, including, but not limited to, servicing,  
2 inspecting, maintaining and/or repairing tires, were performed through their local  
3 stores, distributors, retailers, suppliers, franchisees and/or agents located in  
4 Washington;

5 h. Because due process and fair play and substantial justice are honored by this civil  
6 action going forward in this Washington Court;

7 i. Because there is little or no burden on Meineke and MCCC litigating this case in  
8 this Washington Court;

9 j. Because it would be a tremendous burden and great inefficiency and unnecessary  
10 delay imposed on Plaintiffs to litigate this case in another forum;

11 k. Because Washington has an interest in overseeing this litigation which involves  
12 injuries to Washington residents and tortious transactions which occurred in  
13 Washington;

14 l. Because public policy favors resolution of this dispute in this Washington Court;  
15 and

16 m. Because Defendant Meineke's conduct and connection with Washington are such  
17 that Defendant should reasonably anticipate being hailed into court in Washington.

18  
19 **III. THE PRODUCT**

20 9. The subject of this Complaint is the Cooper Tire 235/75R15, DOT 3D1T T5C 4607  
21 Wild Country Radial XTX Sport ("Subject Tire") that was mounted on the left-rear of a 1998 Ford  
22

1 Explorer (VIN # 1FMZU35P2WZC21912) (“Subject Vehicle”) owned by Plaintiff Janyce  
2 MacKenzie and in which Angela Kelly was a passenger at the time of the accident.

3 10. Based on the DOT number, the Subject Tire was manufactured in the 46<sup>th</sup> week of  
4 2007, making it approximately nine years old in 2016.

5  
6 **IV. FACTS**

7 11. On or about January 22, 2016, the Subject Vehicle was taken to Sears located at  
8 1302 SE Everett Mall Way, Everett, Washington 98208 for maintenance. Defendant Sears  
9 changed the battery of the Subject Vehicle and performed an undercar courtesy check.

10 12. On or about April 22, 2016, the Subject Vehicle was taken to Defendant MCCC,  
11 Meineke’s franchisee (collectively “Meineke Defendants”), located at 9424 Evergreen Way,  
12 Everett, Washington 98204 for maintenance. In addition to addressing concerns with coolant  
13 leaking and vehicle overheating, Meineke Defendants purported to perform a free tire inspection,  
14 rotation and purportedly included a visual brake inspection.

15 13. On or about August 2, 2016, the Subject Vehicle was taken to Meineke Defendants  
16 for additional maintenance. In addition to an oil change, Meineke Defendants purported to  
17 perform a 23-point vehicle inspection, including a tire inspection, a tire pressure check, and a  
18 visual inspection of the brakes.

19 14. On August 4, 2016, at approximately 8:50 a.m., Plaintiff Janyce MacKenzie was  
20 driving the Subject Vehicle on Interstate 90 at mile marker 93.1 Eastbound outside the city limits  
21 of Missoula, Montana. Angela Kelly was a passenger in the Subject Vehicle at this time.



1 maneuvers.

2 19. The Subject Tire was not reasonably safe to foreseeable users, including Plaintiff,  
3 who used the Subject Tire in an ordinary and foreseeable manner.

4 20. At the time Meineke Defendants serviced the Subject Vehicle, they breached their  
5 duty of care in one or more of the following ways:

6 a. Negligently inspecting or failing to inspect the Subject Tire so that the defects and  
7 dangerous conditions would be discovered.

8 b. Negligently failing to warn of the dangers and hazards of the Subject Tire of which  
9 Meineke Defendants either knew or should have known existed.

10 c. Negligently failing to recommend that the Subject Tire be replaced with a new tire.

11 ;

12 d. Negligently warning or failing to warn of the signs of malfunction including tread  
13 belt separation and the consequences thereof; and

14 e. Negligently failing to warn that the Subject Tire was an improper fitment for the  
15 Subject Vehicle.

16 21. Plaintiff's injuries were caused by the negligence of franchisor Meineke, its agents,  
17 servants, and/or employees, as follows:

18 a. In that it failed to ensure that its franchisee possessed the requisite qualifications to  
19 competently operate a Meineke franchise which offered tire inspection and  
20 maintenance services.

21 b. In that it failed to ensure that its franchisee hired mechanics with the requisite  
22



1 above, the injuries sustained by Plaintiff are painful, permanent, and disabling, and have  
2 necessitated extensive medical care in the past and will continue to require such care in the future.

3 25. As a further direct and proximate result of their injuries, Plaintiff has sustained  
4 medical expenses, lost earnings, out of pocket expenses, and costs. With reasonable probability,  
5 Plaintiff will continue to sustain medical expenses, future life care costs and expenses, and other  
6 out-of- pocket costs and expenses as a result of their serious injuries.

7 26. As a further direct and proximate result of their injuries, Plaintiff has suffered loss  
8 of enjoyment of life, pain and suffering, disability and disfigurement, and with reasonable  
9 probability will continue to suffer loss of enjoyment of life, pain and suffering, disability and  
10 disfigurement in the future.

11  
12 **VII. PRAYER FOR RELIEF**

13 WHEREFORE, Plaintiff demands judgment against Defendants jointly and severally as  
14 follows:

- 15 1. For past and future general damages as shall be determined at the time of trial;
- 16 2. For past and future special damages to be shown at the time of trial;
- 17 3. For costs of suit incurred herein;
- 18 4. For pre-judgment interest as provided by law; and
- 19 5. For such other and further relief as the Court may deem just and proper.

20 DATED this 17th day of July, 2020.

1                   **LAWRENCE KAHN LAW GROUP PS**

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