

EXHIBIT 27

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6
7 UNITED STATES DISTRICT COURT
8 WESTERN DISTRICT OF WASHINGTON
9 AT SEATTLE

10 PRIME START, LTD., a British Virgin Islands
11 corporation,

12 Plaintiff,

13 v.

14 MAHER FOREST PRODUCTS, LTD., a
15 Washington corporation; and PACIFIC
16 LUMBER INSPECTION BUREAU, a
17 Washington corporation,

18 Defendants.

NO.

DECLARATION OF MARK S. DAVIDSON

King County Cause No.: 05-2-19742-1 SEA

19 I, Mark S. Davidson, say:

20 1. I am an attorney with Williams, Kastner & Gibbs PLLC, counsel of record for
21 defendants. I make this declaration under penalty of perjury.

22 2. Attached hereto as Exhibit A are true and correct copies of pleadings filed in King
23 County Superior Court listed below:

24 Case Information Sheet;

25 Summons;

Complaint; and

Order Setting Civil Case Schedule.

DECLARATION OF MARK S. DAVIDSON - 1

Williams, Kastner & Gibbs PLLC
Two Union Square, Suite 4100 (98101-2380)
Mail Address: P.O. Box 21926
Seattle, Washington 98111-3926
(206) 628-6600

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3. Attached hereto as Exhibit B is a true copy of the Notice to Superior Court Clerk.
The foregoing statement is made under penalty of perjury under the laws of the State of Washington and is true and correct.

Signed at Seattle, Washington, this 1st day of July, 2005.

/s/ Mark S. Davidson
Mark S. Davidson
Attorney for Defendants
WILLIAMS, KASTNER & GIBBS PLLC
601 Union Street, Suite 4100
Seattle, WA 98101
Telephone: 206-628-6600
Facsimile: 206-628-6611
e-mail: mdavidson@wkg.com

1 CERTIFICATE OF SERVICE

2 I hereby certify that on July 1st, 2005, I electronically filed the foregoing with the Clerk of
3 the Court using the CM/ECF system, and that I caused the document to be hand-delivered via
4 ABC Legal Messengers to the following:

5 **Attorney for Plaintiff**

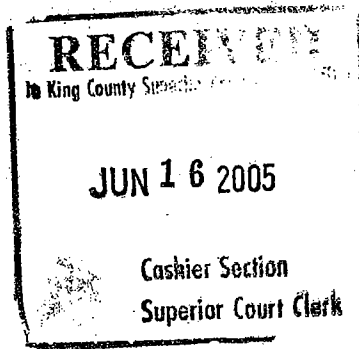
6 Alan S. Middleton, WSBA 18118
7 Davis Wright Tremaine, LLP
8 2600 Century Square
9 1501 Fourth Avenue
10 Seattle, WA 98101-1688
(206) 622-1139 Phone
(206) 622-3619 Fax

11 /s/

12 Mark S. Davidson, WSBA #06430
13 Attorneys for Defendants Maher Forest
14 Products, Ltd., and Pacific Lumber Inspection
15 Bureau
16 Williams, Kastner & Gibbs PLLC
17 601 Union Street, Suite 4100
18 Seattle, WA 98101-2380
19 Telephone: (206) 628-6600
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21 E-mail: mdavidson@wkg.com

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DECLARATION OF MARK S. DAVIDSON - 3

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Seattle, Washington 98111-3926
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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.

05 - 2 - 19742 - 1 SEA

CASE NUMBER: _____

CASE CAPTION: PRIME START, LTD., a British Virginia Islands corporation v. MAHER FOREST PRODUCTS, LTD., a Washington corporation; and PACIFIC LUMBER INSPECTION BUREAU, a Washington corporation

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

 X **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.

_____ **Kent Area**, defined as:

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

Signature of Petitioner/Plaintiff

Date

or

Alan S. Middleton

Alan S. Middleton, Attorney for Plaintiff
WSBA #18118

6/16/05
Date

**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, Non-Traffic (LCA 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 N)(INV 3)*
- Child Custody (CUS 3)*
- Dissolution With Children (DIC 3)*
- Dissolution With No Children (DIN 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)
- 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)*

DOMESTIC VIOLENCE/ANTI-HARASSMENT

- 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)

ADOPTION/PATERNITY

- Adoption (ADP 5)
- Confidential Intermediary (MSC 5)
- Establish Parenting Plan (MSC 5)*
- Initial Pre-Placement Report (PPR 5)
- Modification (MOD 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)*
- Termination of Parent-Child Relationship (TER 5)

PROBATE/GUARDIANSHIP

- Absentee (ABS 4)
- Disclaimer (DSC4)
- Estate (EST 4)
- Foreign Will (FNW 4)
- Guardianship (GDN 4)
- Guardianship/Estate (G/E 4)
- Limited Guardianship (LGD 4)
- Minor Settlement (MST 4)
- Non-Judicial Filing (MSC 4)
- Non-Probate Notice to Creditors (NNC 4)
- Trust (TRS 4)
- Trust Estate Dispute Resolution Act/POA (TDR 4)
- Will Only (WLL 4)

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)

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

JUDGMENT

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

OTHER COMPLAINT/PETITION

- Action to Compel/Confirm Private Binding Arbitration (MSC 2)
- Change of Name (CHN 2)
- Change of Birth Date (MSC 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)
- Seizure of Property from the Commission of a Crime (SPC 2)*
- Seizure of Property Resulting from a Crime (SPR 2)*
- Structured Settlements (MSC 2)*

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)*

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.

IF YOU CANNOT DETERMINE THE APPROPRIATE CATEGORY, PLEASE DESCRIBE THE CAUSE OF ACTION BELOW:

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SUPERIOR COURT OF THE STATE OF WASHINGTON
KING COUNTY

PRIME START, LTD., a British Virgin Islands)
corporation,)

Plaintiff,)

v.)

MAHER FOREST PRODUCTS, LTD., a)
Washington corporation; and PACIFIC)
LUMBER INSPECTION BUREAU, a)
Washington corporation,)

Defendants.)

No. 05-2-19742-1SEA

SUMMONS (20 DAYS)

TO DEFENDANT MAHER FOREST PRODUCTS, LTD.:

A lawsuit has been started against you in the above-entitled Court by Prime Start, Ltd., Plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons.

In order to defend against this lawsuit, you must respond to the complaint by stating your defense in writing, and serve a copy upon the undersigned attorney for the plaintiff within 20 days after the service of this summons, excluding the day of service, or a default judgment may be entered against you without notice. A default judgment is one

DAVIDSON 07

SEA 1659038v1 68716-1

Davis Wright Tremaine LLP
LAW OFFICES
2600 Century Square · 1501 Fourth Avenue
Seattle, Washington 98101-1688
(206) 622-3150 · Fax: (206) 628-7699

1 where plaintiff is entitled to what he asks for because you have not responded. If you serve
2 a notice of appearance on the undersigned attorney, you are entitled to notice before a
3 default judgment may be entered.

4 You may demand that the plaintiff file this lawsuit with the Court. If you do so, the
5 demand must be in writing and must be served upon the plaintiff. Within 14 days after you
6 serve the demand, the plaintiff must file this lawsuit with the Court, or the service on you
7 of this summons and complaint will be void.

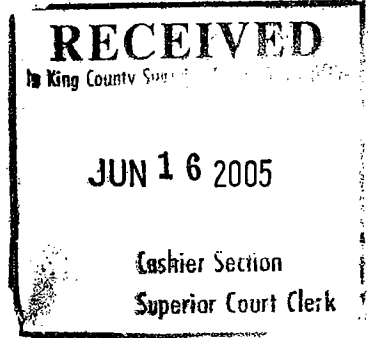
8 If you wish to seek the advice of an attorney in this matter, you should do so
9 promptly so that your written response, if any, may be served on time.

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

12 DATED this 16th day of June, 2005.

13
14 Davis Wright Tremaine LLP
Attorneys for Plaintiff

15
16 By Alan S. Middleton
17 Alan S. Middleton, WSBA No. 18118



SUPERIOR COURT OF THE STATE OF WASHINGTON
KING COUNTY

PRIME START, LTD., a British Virgin Islands
corporation,

Plaintiff,

v.

MAHER FOREST PRODUCTS, LTD., a
Washington corporation; and PACIFIC
LUMBER INSPECTION BUREAU, a
Washington corporation,

Defendants.

05-2-19742-1 SFA
No.

COMPLAINT

Plaintiff Prime Start, Ltd., alleges as follows:

I.

PARTIES

1. Plaintiff Prime Start, Ltd. ("Prime Start") is a British Virgin Islands
corporation.

2. Defendant Maher Forest Products, Ltd. ("Maher") is a Washington
corporation with its principal place of business at Mercer Island, Washington.

1 3. Defendant Pacific Lumber Inspection Bureau (“PLIB”) is a Washington
2 nonprofit corporation with its principal place of business at Federal Way, Washington.
3 PLIB also operates through a division in British Columbia, Canada.

4 **II.**

5 **JURISDICTION & VENUE**

6 4. This court has subject matter jurisdiction pursuant to RCW 2.08.010
7 because it involves claims for damages in excess of \$300.

8 5. This court has personal jurisdiction over each of the defendants because
9 each defendant is a citizen of this state.

10 6. Venue is proper in this court pursuant to RCW 4.12.025 because one of the
11 defendants resides in King County, Washington.

12 **III.**

13 **BACKGROUND**

14 7. Prime Start is engaged in the business of supplying construction materials to
15 clients around the world. Prime Start entered into a contract to supply such materials to a
16 project located in Moscow, Russia (the “Project”).

17 8. In performing such services with respect to the Project, Prime Start entered
18 into a contract with Maher for the purchase of specially-manufactured wood products
19 (“Maher Contract”). The terms of the Maher Contract are set forth in:

20 a. An original irrevocable documentary credit, issued October 12,
21 2004, identifying Prime Start as the applicant and Maher as the beneficiary (the
22 “Documentary Credit”);

23 b. A pro forma invoice dated October 8, 2004, from Maher to Prime

1 Start;

2 c. An amendment to the Documentary Credit dated December 16,
3 2004;

4 d. A pro forma invoice dated December 14, 2004; and

5 e. Discussions between the parties.

6 9. Pursuant to the Maher Contract, Maher was to provide specified quantities
7 of Western Red Cedar, manufactured to Prime Start's specifications, for a total price of
8 \$923,951.58.

9 10. As a condition for Maher to draw on the Documentary Credit (as amended),
10 PLIB was to certify "that the goods correspond to the description mentioned in the
11 proforma invoice No 34187 dated October 8th, 2004."

12 11. The original pro forma invoice (dated October 8, 2004) provided that Maher
13 was to supply wood treated as follows:

14 KILNDRIED., 10/14% [MOISTURE CONTENT]
15 SURFACED BEST SIDE AND BOTH EDGES, GROOVE
16 AND MILLED PER CUSTOMER PATTERN, FIRE
17 RETARDANT TREATED PER ASTM-E84, CUSTOM
18 STAINED ONE COAT SIKKENS CLEAR CETOL-1,
19 #077.

20 12. Maher was unable to supply wood treated with Sikkens Clear Cetol-1, #077.
21 Consequently, the pro forma was amended by issuance of the pro forma invoice dated
22 December 14, 2004. The amended pro forma provided that Maher was to supply wood
23 treated as follows:

24 KILNDRIED., 10/14% [MOISTURE CONTENT]
25 SURFACED BEST SIDE AND BOTH EDGES, GROOVE
26 AND MILLED PER CUSTOMER PATTERN, FIRE
27 RETARDANT TREATED PER ASTM-E84, CUSTOM
28 STAINED TWO COATS GEBERAL [sic] PAINT 18-151

1 WOODCRAFT S/T STAIN-NEUTRAL BASE TINTED .
2 PER CUSTOMER'S ORDER DATED 11-25-04.

3 13. Prior to issuance of the amended pro forma, several meetings were held
4 between representatives of Prime Start and Maher to address various concerns, including
5 color and quality of the finished product.

6 14. A particular (although not exclusive) concern raised in those meetings was
7 that knife marks appeared on the face of the product, and that finishes applied exaggerated
8 the knife marks to the point that they were objectionable. Maher agreed that the surface of
9 the product would be well-manufactured, with no excessive skips or knife marks allowed.
10 Maher and Prime Start agreed that PLIB would inspect to assure that the product was
11 manufactured in accordance with this specification, and that the specification would be
12 detailed on the PLIB certificate issued in connection with the Documentary Credit.

13 15. Prime Start engaged PLIB to inspect product to be delivered by Maher, with
14 specific directions concerning shape, damage, and finishing.

15 16. Maher arranged through its affiliated company, SouthCoast Millwork, Ltd.,
16 a Canadian entity, to manufacture the product to be delivered by Maher pursuant to the
17 Maher Contract.

18 17. The first shipment of product occurred on or about December 23, 2004.

19 18. PLIB issued a certificate of conformity, permitting Maher to draw
20 \$310,933.00 on the Documentary Credit. PLIB's certificate was improperly issued
21 because a report issued by PLIB explicitly recognized that the finishing of the product was
22 not satisfactory.

23 19. When the product arrived in Moscow, it was found to be unsatisfactory in a
number of respects, including finishing. Prime Start immediately instructed Maher to

1 suspend all activity, and instructed PLIB not to issue any further certificates pending
2 resolution of quality issues. Prime Start also instructed the shipper to suspend all
3 transportation of goods.

4 20. Prime Start requested that a Maher representative come to Moscow to
5 inspect the goods as received. Maher refused the request.

6 21. Despite the instruction to suspend activity, Maher proceeded to finish and
7 ship the balance of the product. PLIB improperly issued other certificates, ultimately
8 permitting Maher to draw an additional \$554,409.48 from the Documentary Credit.

9 22. Prime Start arranged to have the products inspected in Moscow shortly after
10 their arrival by SGS (Société Générale de Surveillance), a well-recognized international
11 inspection company. SGS found that the products were substantially defective. In the first
12 shipment, SGS found that “[a]pproximately 90% of total surveyed quantity of the wood
13 planking were found with irregular and non-homogeneous painting applied.”
14 “Approximately 5% of total quantity of wood planking were found with ... mechanical
15 damage” including chips, rotten knots, cracks, loose knots, and plowings as a result of
16 wrong processing.

17 23. SGS also inspected the second shipment, and it found that anywhere from
18 76% to 96% of the product in each container was defective, with “[m]echanical processing
19 defects on the face surface of planking due to inaccurate processing at the Plant –
20 according to standard planking” and “[p]ainting defects – according to standard planking”
21 being the predominant defects.

22 24. The product delivered by Maher to Prime Start’s customer in Moscow did
23 not conform to the Maher Contract, was defective, and was rejected by the Moscow

1 customer. To mitigate the consequences of this rejection, Prime Start arranged to have
2 defects corrected in Moscow at substantial cost in an amount to be shown at trial. Because
3 this mitigation involved removal of finishes and sanding, dimensions of the finished
4 product are not within specification, and Prime Start expects its Moscow customer to
5 charge back or otherwise seek an equitable adjustment to its contract to reflect that the
6 material installed will not have the same endurance as the material specified.

7 25. Ultimately, despite Prime Start's efforts to mitigate by refinishing product
8 delivered by Maher, it was not possible to complete the Project without purchasing
9 additional quantities of cedar. This caused Prime Start to incur additional costs in an
10 amount to be shown at trial expected to be approximately \$100,000.

11 26. Maher's delay and subsequent shipment of defective goods also delayed
12 and otherwise affected work on the project in Moscow, to Prime Start's detriment. The
13 financial consequences of Maher's actions with respect to the project have not yet been
14 fully accounted for, but would include labor and material costs of performing additional
15 work, work out of sequence, and the like.

16 27. When comparing product shipped by Maher to the quantities and price
17 terms listed in the pro forma invoices, Prime Start discovered that Maher had over-
18 invoiced, and has been overpaid, by an amount to be shown at trial but believed to exceed
19 \$16,000.

20 28. Maher or its agent improperly incurred, and Maher improperly invoiced
21 Prime Start, for shipping charges in an amount to be shown at trial, but believed to total
22 \$9,835.

23 29. Maher or its agent inaccurately declared to customs authorities the weight

1 of product shipped to Moscow. Amounts declared exceeded amounts shipped by nearly
2 60,000 Kg. Consequently, Prime Start paid almost \$20,000 more in customs duty than it
3 should have had to pay.

4 30. Maher or its agent improperly shipped the product, forcing Prime Start to
5 incur demurrage and storage costs in Hamburg, Germany, it should not have had to pay, in
6 such amount as will be shown at trial, but believed to exceed \$15,000.

7 31. The Documentary Credit had to be amended because of Maher's inability to
8 provide the specified product within the time required, requiring reissuance of the
9 Documentary Credit. This caused Prime Start to incur bank charges for reissuance in the
10 amount of \$3,789.10, for which Maher is liable.

11 32. Maher's delivery of defective product caused Prime Start to incur the
12 expense of inspections by SGS at a cost of \$2,124, or such other amount as may be shown
13 at trial. Maher is liable for this cost.

14 IV.

15 FIRST CAUSE OF ACTION: BREACH OF CONTRACT AGAINST MAHER

16 For its first cause of action, Prime Start incorporates the allegations set forth in
17 paragraphs 1 through 32 above, and alleges further as follows:

18 33. Maher's actions as described in paragraphs 1 through 32 constitute breaches
19 of the contract between Maher and Prime Start.

20 34. Such breaches have proximately caused damage to Prime Start in an amount
21 to be shown at trial.

22 35. Maher is liable for such damages.
23

1 V.

2 **SECOND CAUSE OF ACTION: BREACH OF CONTRACT AGAINST PLIB**

3 For its second cause of action, Prime Start incorporates the allegations set forth in
4 paragraphs 1 through 35 above, and alleges further as follows:

5 36. PLIB's actions as described in paragraphs 1 through 31 constitute breaches
6 of the contract between PLIB and Prime Start.

7 37. Such breaches have proximately caused damage to Prime Start in an amount
8 to be shown at trial.

9 38. PLIB is liable for such damages.

10 VI.

11 **PRAYER FOR RELIEF**

12 WHEREFORE, Prime Start prays as follows:

13 A. For an award of damages against Maher for breach of contract in an amount
14 to be shown at trial.

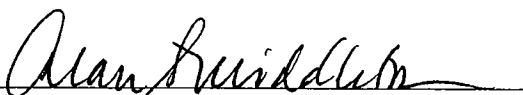
15 B. For an award of damages against PLIB for breach of contract in an amount
16 to be shown at trial.

17 C. For its attorneys fees and costs as allowed by law.

18 D. For such other and further relief as the court may deem just or equitable.

19 DATED this 16th day of June, 2005.

20
21 Davis Wright Tremaine LLP
Attorneys for Plaintiff

22
23 By 
Alan S. Middleton, WSBA No. 18118

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

PRIME START, LTD

vs

MAHER FOREST PRODUCTS, ET AL

Plaintiff(s)

Defendant(s)

NO. 05-2-19742-1 SEA

Order Setting Civil Case Schedule (*ORSCS)

ASSIGNED JUDGE MacInnes 37

FILE DATE: 06/16/2005

TRIAL DATE: 12/04/2006

A civil case has been filed in the King County Superior Court and will be managed by the Case Schedule on Page 3 as ordered by the King County Superior Court Presiding Judge.

I. NOTICES

NOTICE TO PLAINTIFF: The Plaintiff may serve a copy of this **Order Setting Case Schedule (Schedule)** on the Defendant(s) along with the **Summons and Complaint/Petition**. Otherwise, the Plaintiff shall serve the *Schedule* on the Defendant(s) within 10 days after the later of: (1) the filing of the **Summons and Complaint/Petition** or (2) service of the Defendant's first response to the **Complaint/Petition**, whether that response is a **Notice of Appearance**, a response, or a Civil Rule 12 (CR 12) motion. The *Schedule* may be served by regular mail, with proof of mailing to be filed promptly in the form required by Civil Rule 5 (CR 5).

"I understand that I am required to give a copy of these documents to all parties in this case."

Print Name

Sign Name

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)].

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.	Thu 06/16/2005	*
Confirmation of Service [See <i>KCLR 4.1</i>].	Thu 07/14/2005	*
Last Day for Filing Statement of Arbitrability without a Showing of Good Cause for Late Filing [See <i>KCLMAR 2.1(a)</i> and Notices on Page 2]. \$220 arbitration fee must be paid	Mon 11/28/2005	*
DEADLINE to file Confirmation of Joinder if not subject to Arbitration. [See <i>KCLR 4.2(a)</i> and Notices on Page 2]. Show Cause hearing will be set if Confirmation is not filed.	Mon 11/28/2005	*
DEADLINE for Hearing Motions to Change Case Assignment Area. [See <i>KCLR 82(e)</i>]	Thu 12/08/2005	
DEADLINE for Disclosure of Possible Primary Witnesses [See <i>KCLR 26(b)</i>].	Mon 07/03/2006	
DEADLINE for Disclosure of Possible Additional Witnesses [See <i>KCLR 26(b)</i>].	Mon 08/14/2006	
DEADLINE for Jury Demand [See <i>KCLR 38(b)(2)</i>].	Mon 08/28/2006	*
DEADLINE for Setting Motion for a Change in Trial Date [See <i>KCLR 40(e)(2)</i>].	Mon 08/28/2006	*
DEADLINE for Discovery Cutoff [See <i>KCLR 37(g)</i>].	Mon 10/16/2006	
DEADLINE for Engaging in Alternative Dispute Resolution [See <i>KCLR 16(c)</i>].	Mon 11/06/2006	
DEADLINE for Exchange Witness & Exhibit Lists & Documentary Exhibits [See <i>KCLR 16(a)(4)</i>].	Mon 11/13/2006	
DEADLINE to file Joint Confirmation of Trial Readiness [See <i>KCLR 16(a)(2)</i>].	Mon 11/13/2006	*
DEADLINE for Hearing Dispositive Pretrial Motions [See <i>KCLR 56; CR 56</i>].	Mon 11/20/2006	
Joint Statement of Evidence [See <i>KCLR 16(a)(5)</i>].	Mon 11/27/2006	*
Trial Date [See <i>KCLR 40</i>].	Mon 12/04/2006	

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: 06/16/2005

Richard D. Erdie

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.

Richard D. Eadie

PRESIDING JUDGE

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

PRIME START, LTD., a British Virgin Islands corporation,

Plaintiff,

v.

MAHER FOREST PRODUCTS, LTD., a Washington corporation; and PACIFIC LUMBER INSPECTION BUREAU, a Washington corporation,

Defendants.

NO. 05-2-19742-1 SEA

DEFENDANTS' NOTICE OF FILING
NOTICE OF REMOVAL

TO: Clerk of the Superior Court of the State of Washington for King County
TO: Plaintiff's Attorneys of Record – Davis Wright Tremaine LLP and Alan S. Middleton


PLEASE TAKE NOTICE that defendants have on this date filed a Notice of Removal (a copy of which, without attachments is appended hereto as Exhibit A), in the Office of the Clerk of the United States District Court for the Western District of Washington at Seattle. Pursuant to 28 U.S.C. § 1446(d), the King County Superior Court shall proceed no further with this case unless and until it is remanded.

DEFENDANTS' NOTICE OF FILING NOTICE OF REMOVAL - 1

Williams, Kastner & Gibbs PLLC
Two Union Square, Suite 4100 (98101-2380)
Mail Address: P.O. Box 21926
Seattle, Washington 98111-3926
(206) 628-6600

1 DATED this 9 day of July, 2005.

2 WILLIAMS, KASTNER & GIBBS PLLC

3
4 By 
5 Mark S. Davidson, WSBA #06430
6 Attorneys for Defendants

7
8 CERTIFICATE OF SERVICE

9 I hereby certify that on July 1st , 2005, I caused to be served upon counsel of record at the
10 addresses and in the manner described a copy of the document to which this certificate is
11 attached, for delivery to the following:

12 **Attorney for Plaintiff**

13 Alan S. Middleton, WSBA 18118
14 Davis Wright Tremaine, LLP
15 2600 Century Square
16 1501 Fourth Avenue
17 Seattle, WA 98101-1688
(206) 622-1139 Phone
(206) 622-3619 Fax

18
19
20 
21 Leah M. Tarabochia

22
23
24
25 DEFENDANTS' NOTICE OF FILING NOTICE OF REMOVAL - 2

Williams, Kastner & Gibbs PLLC
Two Union Square, Suite 4100 (98101-2380)
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Seattle, Washington 98111-3926
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