

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

BECKETT MEDIA, LLC,  
Plaintiff,

vs.

CHECK OUT MY, LLC,  
Defendant.

Case No. \_\_\_\_\_

NOTICE OF REMOVAL PURSUANT TO  
28 U.S.C. § 1441(B) (DIVERSITY)

TO: The Clerk of the Court

AND TO: Plaintiff Beckett Media, LLC and its counsel of record, Al Van Kampen and  
David E. Crowe of Rohde & Van Kampen PLLC

Defendant Check Out My, LLC hereby gives notice of the removal of the above-  
captioned action from the Superior Court of the State of Washington for the County of King,  
where it is currently pending, to the United States District Court for the Western District of  
Washington, Seattle Division, pursuant to 28 U.S.C. §§ 1331, 1367, 1441, and 1446.

**BACKGROUND**

1. On February 26, 2014, Plaintiff Beckett Media LLC commenced an action in  
the Superior Court of the State of Washington for the County of King, a state court of general  
jurisdiction. The action is entitled *Beckett Media LLC v. Check Out My, LLC*, Cause No. 14-  
2-06258-3 SEA.

NOTICE OF REMOVAL PURSUANT TO 28 U.S.C. §  
1441(B) (Diversity): Case No. \_\_\_\_\_ - 1

SCHWABE, WILLIAMSON & WYATT, P.C.  
Attorneys at Law  
U.S. Bank Centre  
1420 5th Avenue, Suite 3400  
Seattle, WA 98101-4010  
Telephone: 206.622.1711

1           2.     This Court has original jurisdiction over the action under 28 U.S.C. § 1331  
2 because it is a civil action arising under the laws of the United States. Furthermore, this  
3 Court has supplemental jurisdiction over all claims that are so related to the claims within  
4 this Court’s original jurisdiction that they form part of the same case or controversy under  
5 Article III of the United States Constitution. 28 U.S.C. § 1367(a).

6           3.     Defendant Check Out My, LLC now removes the action to this Court  
7 pursuant to 28 U.S.C. § 1441.

8                                   **PROCEDURAL REQUIREMENTS FOR REMOVAL**

9           4.     A defendant desiring to remove a civil action from state court may do so by  
10 filing a notice of removal in the District Court of the United States for the district and  
11 division where the action is pending within thirty days of receiving the plaintiff’s initial  
12 pleading. 28 U.S.C. § 1446(a), (b).

13           5.     Defendant accepted service of Plaintiff’s Summons and Complaint on March  
14 3, 2014. Removal is timely because less than thirty days have passed since Defendant  
15 received the initial pleading.

16           6.     The United States District Court for the Western District of Washington,  
17 Seattle Division, is the federal judicial district and division encompassing the Superior Court  
18 of the State of Washington for the County of King. 28 U.S.C. § 128(b).

19           7.     Pursuant to 28 U.S.C. § 1446(a), Defendant has attached to this Notice of  
20 Removal a copy of all process, pleadings, and orders served upon it as Exhibit A.

21           8.     Pursuant to 28 U.S.C. § 1446(d), Defendant will promptly give written notice  
22 to Plaintiff Beckett Media LLC and file a copy of this Notice of Removal with the Superior  
23 Court of the State of Washington for the County of King.

24           ///

25           ///

26           ///

NOTICE OF REMOVAL PURSUANT TO 28 U.S.C. §  
1441(B) (Diversity): Case No. \_\_\_\_\_ – 2

SCHWABE, WILLIAMSON & WYATT, P.C.  
Attorneys at Law  
U.S. Bank Centre  
1420 5th Avenue, Suite 3400  
Seattle, WA 98101-4010  
Telephone: 206.622.1711

JURISDICTION

9. This Court has original jurisdiction over the action pursuant to 28 U.S.C. § 1331 because it is a civil action arising under the laws of the United States.

10. Plaintiff's Complaint is necessarily federal in character as a copyright dispute. See 17 U.S.C. § 301 et seq.; 15 U.S.C. § 1051 et seq. See also Metropolitan Life Ins. Co. v. Taylor, 481 U.S. 58, 62-66, 107 S. Ct. 1542, 95 L. Ed. 2d 55 (1987).

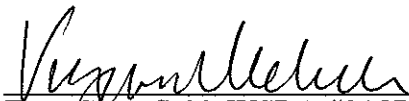
11. To the extent additional claims have been alleged under the laws of the State of Washington, this Court has supplemental jurisdiction over these claims pursuant to 28 U.S.C. § 1367 because the state-law claims are so related that they form part of the same case or controversy.

12. Because this Court has original federal question jurisdiction over the action and because Defendant has satisfied the procedural requirements for removal, this action must be removed. No other party's consent is required for removal as Check Out My, LLC is the sole defendant.

WHEREFORE, notice of removal of this action is hereby given.

Dated this 28th day of March, 2014.

SCHWABE, WILLIAMSON & WYATT, P.C.

By:   
Troy Greenfield, WSBA #21578  
tgreenfield@schwabe.com  
Virginia R. Nicholson, WSBA #39601  
vnicolson@schwabe.com  
Ryan W. Dumm, WSBA #46738  
rdumm@schwabe.com  
Attorneys for Defendant Check Out My, LLC

NOTICE OF REMOVAL PURSUANT TO 28 U.S.C. § 1441(B) (Diversity): Case No. \_\_\_\_\_ - 3

SCHWABE, WILLIAMSON & WYATT, P.C.  
Attorneys at Law  
U.S. Bank Centre  
1420 5th Avenue, Suite 3400  
Seattle, WA 98101-4010  
Telephone: 206.622.1711

# **EXHIBIT A**

# **EXHIBIT A**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

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

BECKETT MEDIA LLC,  
Plaintiff,  
v.  
CHECK OUT MY, LLC,  
Defendant.

NO. 14-2-06258-3 SEA

**SUMMONS**

TO DEFENDANT CHECK OUT MY, LLC: A lawsuit has been started against you in the above entitled court by Beckett Media LLC, 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 by serving a copy upon the person signing this summons 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 where plaintiff is entitled to what she asks for because you have not responded. If you serve a notice of appearance on the undersigned person, you are entitled to notice before a default judgment may be entered.

You may demand that the plaintiff file this lawsuit with the court. If you do so, the demand must be in writing and must be served upon the person signing this

1 summons. Within 14 days after you serve the demand, the plaintiff must file this lawsuit  
2 with the court, or the service on you of this summons and complaint will be void.


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

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

7 DATED this 28<sup>th</sup> day of February, 2014.

8  
9  
10 David McKenzie  
11 SANDS ANDERSON PC  
12 4101 Lake Boone Trl Ste 100  
13 Raleigh, North Carolina 27607-7506  
14 Phone: 919-706-4200; Facsimile: 919-287-2822

15  
16 **ROHDE & VAN KAMPEN PLLC**

17   
18 Al Van Kampen, WSBA No. 13670  
19 David Crowe, WSBA No. 43529  
20 Attorneys for Beckett Media LLC  
21  
22  
23  
24  
25

FILED

14 FEB 26 PM 4:17

KING COUNTY  
SUPERIOR COURT CLERK  
E-FILED

CASE NUMBER: 14-2-06258-3 SEA

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25

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

BECKETT MEDIA LLC,  
Plaintiff,  
v.  
CHECK OUT MY, LLC,  
Defendant.

NO.

**COMPLAINT**

**Preliminary Statement**

1. Beckett Media LLC (“Beckett”) brings this action to protect its proprietary pricing systems and processes that operate as a global NASDAQ-like valuation listing for sports memorabilia.

2. In March 2013, Check Out My, LLC (“COMC”) caused Beckett to temporarily license its database pursuant to a written license agreement. **Exhibit 1.** That license agreement explicitly prohibited COMC from using its proprietary data and copyrightable materials, including “checklist and pricing data,” in any “other manner” or on any “other site or printed material” other than as allowed by the license agreement.

1 3. Notwithstanding the parties' agreement, in or around January 2014,  
2 COMC announced in a press release that it would immediately compete directly against  
3 Beckett.

4 4. Without access to Beckett's database, COMC cannot develop the content  
5 media and pricing systems in order to compete with Beckett.

6 5. Beckett brings this action to prevent COMC from using its database,  
7 pricing systems and processes to develop its competing product. Accordingly, among  
8 other things, Beckett requests that COMC be preliminarily and permanently enjoined  
9 from commercially exploiting the foregoing intellectual property.

10 **PARTIES**

11 6. Beckett is a company organized under the laws of the State of Delaware.  
12 Its principal place of business is Dallas, Texas.

13 7. COMC is a company organized under the laws of the State of  
14 Washington. Its principal place of business is Redmond, Washington.

15 8. Venue is Proper in King County.

16 **FACTS**

17 9. COMC offers a consignment platform to sell sports memorabilia online.  
18 A seller sends COMC an item like a baseball card; COMC identifies the card with  
19 Beckett data and content media, scans the card, and then adds it to COMC's online  
20 inventory. After the card is in the seller's inventory, the seller then sees "Beckett  
21 Value" ("BV") and uses that to price the card. COMC holds the card until there is a  
22 sale and keeps the proceeds of any sale on account. COMC lists the card on its own  
23 website or on its Amazon.com storefront. Historically, and to this day, Beckett is in the  
24 middle of this transaction.

25 10. Beckett assigns a market value to every item in COMC's inventory.  
COMC does not have an item that Beckett does not (or could not) value.



1 11. Beckett is the only recognized publisher in the world that values sports  
2 memorabilia. It is both a service and content media publisher. It is as trusted and  
3 equivalent to the Kelley Blue Book ("KBB").

4 12. Beckett's pricing (*i.e.*, valuation) is commonly known as "Beckett Value"  
5 or "BV" or even "Book Value." Beckett's pricing process are not generally known; are  
6 subject to a reasonable guard of secrecy; are competitively valuable information to  
7 other businesses and/or competitors; are the result of significant effort and money  
8 expended to develop; and are not subject to ready duplication or reverse engineering.  
9 Beckett's pricing processes are trade secrets.

10 13. Like the KBB, Beckett authors many editions of its magazines, books,  
11 online publications and much more to reflect market changes for sports memorabilia.  
12 In a given year, Beckett authors, prints, and distributes no fewer than 60 monthly  
13 publications plus no fewer than five annual price guides. Online, Beckett continually  
14 updates and edits its publications.

15 14. No matter the medium or edition, Beckett establishes or adjusts a given  
16 item's "BV" using its proprietary trade secret systems and processes.

17 15. As with auto transactions and the KBB, "BV" anchors the price of a  
18 sports memorabilia transaction. After COMC identifies an item using Beckett's  
19 "Checklist" data, discussed *infra*, COMC uploads the item to a seller's online inventory  
20 and, then, the seller sees Beckett's "Pricing Data," or Beckett Value (*i.e.*, "BV"), and  
21 uses that to set a price. COMC's sellers frequently pin an offer price to BV or,  
22 alternatively, set a price that reasonably resembles BV. Buyers, on the other hand,  
23 tender offers after consulting BV. Beckett's Checklist and Pricing Data, both in print  
24 and online and in the seller's COMC inventory, *drive and enable the transaction.*

25 16. COMC initially stole Beckett data by "scraping" its copyrightable content  
– that is, its Checklists and Pricing Data – from Beckett.com. Eventually, COMC

1 entered several licensing agreements that allowed COMC to use Beckett's Checklist  
2 Data, which enabled COMC to arrange its inventory coherently, as well as Beckett's  
3 Pricing Data, which enabled COMC customers to set purchase prices using BV.

4 17. By COMC's own words, Beckett's content media and pricing services  
5 have, "since day one," allowed COMC "to have extremely fast growth, growing from  
6 literally nothing to now being the second largest market place for sports cards singles,  
7 behind obviously eBay."<sup>1</sup>

8 18. The final 2013 agreement was a "Data License Agreement" ("DLA") that  
9 allowed COMC to "obtain Checklist and Pricing Data from Beckett.com for use only  
10 on www.comc.com." DLA ¶ 6. Epigraphically, "Checklist and Pricing Data" includes:

Checklist Data	Pricing Data
Sport	Beckett HI value
Year	Raw Card Conditional Pricing
Set name	Graded Card Pricing
Player(s)	
Team(s)	
Manufacturer	
Brand	
Card Attributes	
Print Run	
Serial Number	

11  
12  
13  
14  
15  
16  
17 19. Obtaining and Using the Data. The final agreement allowed COMC to  
18 obtain the foregoing data. Though the DLA is silent on how COMC was to obtain  
19 Beckett's data, COMC, beginning in Summer 2013, used an application-programing  
20 interface ("API") to scrape the data from www.beckett.com. COMC was limited to  
21 using the data on its website and Amazon.com storefront. This "Checklist and Pricing  
22 data, referenced above, [may] not be used in any other manner, on any other site or  
23 printed material other than" on COMC's own site and Amazon.com storefront.

24 20. An API enables two databases (or websites) to communicate. It is a tool  
25 to scrape or share information or data.

<sup>1</sup> See <http://www.youtube.com/watch?v=QX0cVQZKaCY>

1 21. As recently as December 2013, COMC used an API to take and store  
2 Beckett's entire database. To be clear, COMC currently possess Beckett's database.

3 22. In December 2013, Beckett elected to discontinue any and all access to its  
4 "Checklist and Pricing data from Beckett.com," including API access. Likewise, it  
5 elected to discontinue allowing any party to use Beckett's Checklists and Pricing Data  
6 on any other site other than www.beckett.com. Accessing and using Beckett's data  
7 required being a beckett.com customer.

8 23. Paragraph 10 of the DLA allows either party to terminate the Agreement  
9 for "good cause." DLA ¶10(b) defines "good cause" as "Beckett's discontinuation of  
10 any of the services set forth in this Agreement."

11 24. On 6 December 2013, Beckett terminated the final agreement and  
12 requested that COMC "remove all [Beckett] data from [COMC's] site immediately."  
13 COMC responded by stating that Beckett's termination was invalid.

14 25. On 13 December 2013, Beckett again informed COMC that the service it  
15 had provided COMC was discontinued and that the agreement was terminated.

16 26. COMC recently announced that it would create and display content that  
17 competes directly with Beckett content. Notably, it announced that it will be replacing  
18 Beckett's content media and intellectual property with its "new catalogue" and "new  
19 price guide" or "suggested list price."

20 27. COMC readily acknowledges that duplicating Beckett's intellectual  
21 property – its trade secrets– is a "very daunting task . . . it is a large amount of work to  
22 go recreate all the data," even though Beckett's data and content media cannot be  
23 legally "recreated."<sup>2</sup>

24  
25  

---

<sup>2</sup> See <http://www.youtube.com/watch?v=QX0cVQZKaCY>.

1 28. COMC claims that it intends to create its competing content based on “the  
2 sales data from our website.”<sup>3</sup> But COMC’s announcement is highly suspect because  
3 Beckett’s database contains millions of rows of data and millions upon millions of  
4 pieces of data within those rows. The data contained in the Beckett database span  
5 several decades. According to a videorecording displayed on its website, COMC  
6 acknowledges that creating its own pricing content is going to be a “massive amount of  
7 work,” yet it is in possession of the very item, the Beckett database, to free ride and  
8 avoid this “massive amount of work” by again scraping or stealing Beckett’s data,  
9 database, and proprietary pricing processes that establish pricing (“BV”).

10 29. Because it is in possession of the database, COMC is in the position to,  
11 and likely will, misappropriate millions of lines of valuable data that contain Beckett's  
12 trade secrets.

13 **COUNT I**  
14 **Misappropriation of Trade Secrets**

15 30. Beckett repleads the foregoing paragraphs.

16 31. On information and belief, COMC is now stealing secret and valuable  
17 processes embedded in Beckett’s database to create a competing product when doing so  
18 is neither contractually permissible or legally permissible under Washington law.

19 32. COMC is incapable of building a similar pricing process from its own  
20 sales data. Any process COMC could or would build would likewise be similar to or  
21 derivative of Beckett’s pricing process.

22 33. Beckett has at all times taken reasonable and appropriate steps to maintain  
23 the secrecy of its pricing processes and systems, including, but not limited, forbidding  
24 contract partners from using Beckett’s database and pricing information in “any other  
25 way” or on any “other site or printed material[.]”

---

<sup>3</sup> See <http://www.youtube.com/watch?v=QX0cVQZKaCY>.

1           34. In addition to the protections contained in its license agreement with  
2 COMC and other clients, Beckett's database is password protected and its algorithms  
3 and know how are known to no entity or person outside Beckett Media LLC.

4           35. The commercial value of Beckett's pricing systems is demonstrated by its  
5 worldwide respectability in sports memorabilia valuation; COMC's own use of  
6 Beckett's systems that enabled it "to have extremely fast growth"; and the fact that  
7 hundreds of thousands throughout the world purchase Beckett content media –  
8 magazines, books, etc. – that is enabled by Beckett's extremely secretive pricing  
9 processes.

10           36. Beckett's pricing processes are neither generally known or readily  
11 ascertainable to Beckett's competitors. COMC, however, has Beckett's database as well  
12 as incentive to misappropriate the trade secrets that lie within Beckett's database.  
13 COMC has already shown a willingness to steal Beckett data and content by "scraping"  
14 its content from Beckett websites.

15           37. On information and belief, COMC has misappropriated, misused, and  
16 disclosed and/or intends to disclose Beckett's secret pricing systems and processes in  
17 order to gain, or permit others to gain, an unfair advantage over Beckett.

18           38. On information and belief, COMC will continue to misappropriate,  
19 misuse and disclose Beckett's secret pricing systems and processes unless COMC is  
20 enjoined from doing so.

21           39. COMC's misappropriation, misuse, and threatened and/or actual  
22 disclosure of Beckett's secret pricing systems and processes has and will irreparably  
23 injure Beckett as COMC is, on information and belief, now creating a competing  
24 product with Beckett's own intellectual property. The introduction of any competing  
25 product or pricing process will continue to irreparably injure Beckett.

40. Beckett has no adequate remedy at law.

1 41. Under the Washington Uniform Trade Secrets Act, RCW 19.108.020,  
2 Beckett is entitled to an injunction prohibiting COMC from actual or threatened misuse,  
3 misappropriation, or disclosure of Beckett's trade secrets, and requiring COMC to take  
4 all measures possible to correct the damage caused by wrongful misuse,  
5 misappropriation, and disclosure of Beckett's secret pricing systems and processes.

7 **REQUEST FOR RELIEF**

8 Plaintiff requests the Court grant the following relief:

9 A. Award of a monetary judgment against the defendant for such amount as  
10 may be proven at trial;

11 B. For provisional remedies, including injunctive relief, pursuant to RCW  
12 7.04A.080 and 19.108.020;

13 C. Award of injunctive relief prohibiting defendants from continuing their  
14 illegal conduct;

15 D. Award of prejudgment and post-judgment interest;

16 E. Award of attorney fees and costs recoverable pursuant to contract, court  
17 rule, common law, and/or statute; and


18 F. Such other and further relief as the Court deems just and equitable.

19 DATED this 26th day of February, 2014.

20 *Of Counsel:*

21 SANDS ANDERSON PC  
22 4101 Lake Boone Trl. Ste. 100  
23 Raleigh, North Carolina 27607  
24 Tel: (919) 706-4200  
25 Fax: (919) 287-2822  
David McKenzie  
North Carolina Bar No. 36376

ROHDE & VAN KAMPEN PLLC

  
Al Van Kampen, WSBA No. 13770  
David Crowe, WSBA No. 43529  
Attorneys for Beckett Media LLC

FILED

14 FEB 26 PM 4:17

KING COUNTY  
SUPERIOR COURT CLERK  
E-FILED  
CASE NUMBER: 14-2-06258-3 SEA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

BECKETT MEDIA LLC

Plaintiff(s),

vs.

CHECK OUT MY, LLC

Respondent(s)

NO. 14-2-06258-3 SEA  
ORDER SETTING CIVIL CASE SCHEDULE

ASSIGNED JUDGE: Spearman, Mariane C., Dept. 53

FILED DATE: 2/26/2014

TRIAL DATE: 4/20/2015

SCOMIS CODE: \*ORSCS

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 [KCLCR] -- 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 KCLCR 26], and for meeting the discovery cutoff date [See KCLCR 37(g)].

**CROSSCLAIMS, COUNTERCLAIMS AND THIRD PARTY COMPLAINTS:**

A filing fee of \$240 must be paid when any answer that includes additional claims is filed in an existing case.

**KCLCR 4.2(a)(2)**

A Confirmation of Joinder, Claims and Defenses or a Statement of Arbitrability must be filed by the deadline in the schedule. The court will review the confirmation of joinder document to determine if a hearing is required. If a Show Cause order is issued, all parties cited in the order must appear before their Chief Civil Judge.

**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 KCLCR 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 KCLCR 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 4A.630.020 whenever the Superior Court Clerk must send notice of non-compliance of schedule requirements and/or Local Civil Rule 41.

**King County Local Rules are available for viewing at [www.kingcounty.gov/courts/clerk](http://www.kingcounty.gov/courts/clerk).**



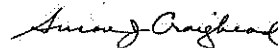
## II. CASE SCHEDULE

√	CASE EVENTS	DATE
	Case Filed and Schedule Issued.	2/26/2014
√	Last Day for Filing Statement of Arbitrability without a Showing of Good Cause for Late Filing [See <i>KCLMAR 2.1(a) and Notices on Page 2</i> ]. <b>\$220 arbitration fee must be paid</b>	8/6/2014
√	<b>DEADLINE</b> to file Confirmation of Joinder if not subject to Arbitration. [See <i>KCLCR 4.2(a) and Notices on Page 2</i> ].	8/6/2014
	<b>DEADLINE</b> for Hearing Motions to Change Case Assignment Area. [See <i>KCLCR 82(e)</i> ]	8/20/2014
	<b>DEADLINE</b> for Disclosure of Possible Primary Witnesses [See <i>KCLCR 26(b)</i> ].	11/17/2014
	<b>DEADLINE</b> for Disclosure of Possible Additional Witnesses [See <i>KCLCR 26(b)</i> ].	12/29/2014
	<b>DEADLINE</b> for Jury Demand [See <i>KCLCR 38(b)(2)</i> ].	1/12/2015
	<b>DEADLINE</b> for Setting Motion for a Change in Trial Date [See <i>KCLCR 40(e)(2)</i> ].	1/12/2015
	<b>DEADLINE</b> for Discovery Cutoff [See <i>KCLCR 37(g)</i> ].	3/2/2015
	<b>DEADLINE</b> for Engaging in Alternative Dispute Resolution [See <i>KCLCR 16(b)</i> ].	3/23/2015
	<b>DEADLINE</b> for Exchange Witness & Exhibit Lists & Documentary Exhibits [See <i>KCLCR 4(j)</i> ].	3/30/2015
√	<b>DEADLINE</b> to file Joint Confirmation of Trial Readiness [See <i>KCLCR 16(a)(2)</i> ].	3/30/2015
	<b>DEADLINE</b> for Hearing Dispositive Pretrial Motions [See <i>KCLCR 56; CR 56</i> ].	4/6/2015
√	Joint Statement of Evidence [KCLCR 4(K)]	4/13/2015
	<b>DEADLINE</b> for filing Trial Briefs, Proposed Findings of Fact and Conclusions of Law and Jury Instructions (Do not file Proposed Findings of Fact and Conclusions of Law with the Clerk).	4/13/2015
	Trial Date [See <i>KCLCR 40</i> ].	4/20/2015

The √ indicates a document that must be filed with the Superior Court Clerk's Office by the date shown.

## III. ORDER

Pursuant to King County Local Rule 4 [KCLCR 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: 2/26/2014

\_\_\_\_\_  
PRESIDING JUDGE

#### IV. ORDER ON CIVIL PROCEEDINGS FOR ASSIGNMENT TO JUDGE

##### **READ THIS ORDER BEFORE CONTACTING YOUR ASSIGNED JUDGE.**

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

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

**APPLICABLE RULES:** Except as specifically modified below, all the provisions of King County Local Civil Rules 4 through 26 shall apply to the processing of civil cases before Superior Court Judges. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

**CASE SCHEDULE AND REQUIREMENTS:** Deadlines are set by the case schedule, issued pursuant to Local Civil Rule 4.

##### **THE PARTIES ARE RESPONSIBLE FOR KNOWING AND COMPLYING WITH ALL DEADLINES IMPOSED BY THE COURT'S LOCAL CIVIL RULES.**

###### **A. 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.).

The form is available at <http://www.kingcounty.gov/courts/superiorcourt.aspx>. If parties wish to request a CR 16 conference, they must contact the assigned court. Plaintiff's/petitioner's counsel is responsible for contacting the other parties regarding said report.

###### **B. Settlement/Mediation/ADR**

a. Forty five (45) days before the trial date, counsel for plaintiff/petitioner shall submit a written settlement demand. Ten (10) days after receiving plaintiff's/petitioner's written demand, counsel for defendant/respondent shall respond (with a counter offer, if appropriate).

b. 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.

**C. Trial:** Trial is scheduled for 9:00 a.m. on the date on the case schedule or as soon thereafter as convened by the court. The Friday before trial, the parties should access the King County Superior Court website <http://www.kingcounty.gov/courts/superiorcourt.aspx> 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 dispositive motions will be heard with oral argument before the assigned judge. The moving party must arrange with the hearing judge a date and time for the hearing, consistent with the court rules. Local Civil Rule 7 and Local Civil Rule 56 govern procedures for summary judgment or other motions that dispose of the case in whole or in part. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

**Non-dispositive 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." Local Civil Rule 7 governs these motions, which include discovery motions. The local civil rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

**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. Local Civil Rule 7 and King County Family Law Local Rules govern these procedures. The local rules can be found at <http://www.kingcounty.gov/courts/superiorcourt/civil.aspx>.

**Emergency Motions:** Under the court's local civil rules, 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.

**B. Original Documents/Working Copies/ Filing of Documents:** All original documents must be filed with the Clerk's Office. Please see information on the Clerk's Office website at [www.kingcounty.gov/courts/clerk](http://www.kingcounty.gov/courts/clerk) regarding the new requirement outlined in LGR 30 that attorneys must e-file documents in King County Superior Court. The exceptions to the e-filing requirement are also available on the Clerk's Office website.

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 copies must be delivered to his/her courtroom or the Judges' mailroom. Working copies of motions to be heard on the Family Law Motions Calendar should be filed with the Family Law Motions Coordinator. On June 1, 2009 you will be able to submit working copies through the Clerk's office E-Filing application at [www.kingcounty.gov/courts/clerk](http://www.kingcounty.gov/courts/clerk).

**Service of documents:** E-filed documents may be electronically served on parties who opt in to E-Service within the E-Filing application. The filer must still serve any others who are entitled to service but who have not opted in. E-Service generates a record of service document that can be e-filed. Please see information on the Clerk's office website at [www.kingcounty.gov/courts/clerk](http://www.kingcounty.gov/courts/clerk) regarding E-Service.

**Original Proposed Order:** Each of the parties must include an original proposed order granting requested relief with the working copy materials submitted on any motion. Do not file the original of the proposed order with the Clerk of the Court. Should any party desire a copy of the order as signed and filed by the judge, a pre-addressed, stamped envelope shall accompany the proposed order.

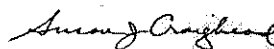
**Presentation of Orders:** All orders, agreed or otherwise, must be presented to the assigned judge. If that judge is absent, contact the assigned court for further instructions. If another judge enters an order on the case, counsel is responsible for providing the assigned judge with a copy.

**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 order 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 non-dispositive 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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**CERTIFICATE OF SERVICE**


The undersigned declares under penalty of perjury, under the laws of the State of Washington, that the following is true and correct:

That on the 28<sup>th</sup> day of March 2014, I arranged for service of the foregoing NOTICE OF REMOVAL PURSUANT TO 28 U.S.C. § 1441(B) (Diversity) to the parties to this action as follows:

Al Van Kampen  
David E. Crowe  
Rohde & Van Kampen PLLC  
1001 4<sup>th</sup> Ave., Ste. 4050  
Seattle, WA 98154

by:

- U.S. Postal Service, ordinary first class mail
- U.S. Postal Service, certified or registered mail, return receipt requested
- hand delivery
- facsimile
- electronic service
- other (specify) \_\_\_\_\_

  
\_\_\_\_\_  
Rebekah A. Davies