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IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF KING – SEATTLE DESIGNATION

Rainier Dispatch, LLC, a Washington Limited Liability Company,
Plaintiff,

vs.

Port of Seattle, a municipal corporation,
Airport Joint Venture Response Partnership, LLC, an unincorporated entity, Checker Cab of Seatac Corporation, a Washington corporation, Orange Cab Company, a Washington Corporation, Puget Sound Dispatch, LLC d/b/a Yellow Taxi Assoc., a Washington Limited Liability Company, and Seattle-Tacoma International Taxi Association, a Washington nonprofit association,
Defendants

Case No.:

COMPLAINT FOR DAMAGES,
DECLARATORY RELIEF AND
PERMANENT INJUNCTION

COMES NOW plaintiff Rainier Dispatch, LLC, a Washington Limited Liability Company, by and through Matthew King, its counsel, and pleads, claims, avers and contends in complaint:

I. PARTIES

1.1. Plaintiff Rainier Dispatch, LLC, is a Washington Limited Liability Company doing business in King County, Washington.

1 1.2. Defendant Port of Seattle is a municipal corporation located in King County
2 Washington, doing business as Seattle-Tacoma International Airport.

3 1.3. Defendant Puget Sound Dispatch d/b/a Yellow Taxi is a Washington limited liability
4 company, doing business in King County, Washington.

5 1.4. Defendant Airport Joint Venture Response Partnership, LLC is an unincorporated
6 limited liability company composed of Plaintiff, Defendant Yellow Taxi and
7 Defendant Orange Cab.

8 1.5. Defendant Checker Cab of Seatac Corporation is a Washington Corporation doing
9 business in King County, Washington.

10 1.6. Defendant Orange Cab Company is a Washington Corporation doing business in
11 King County, Washington.

12 1.7. Defendant Seattle Tacoma International Taxi Association is a Washington non-profit
13 association, doing business in King County, Washington.

14 **II. JURISDICTION AND VENUE**

15 2.1. This Court has subject matter and specific jurisdiction, all claimed acts and/or
16 omissions occurred in King County, Washington.

17 2.2. Venue is proper under RCWA 4.12.025 as all parties do business in King County,
18 Washington.

19 **III. STATEMENT OF FACTS**

20 3.1. On or about September 25, 2009, Defendant Port of Seattle issued Request for
21 Proposal (RFP) No. 090061 for on-demand taxi services at Sea-Tac Airport.
22
23

1 3.2. In order to respond to the RFP, Plaintiff and Defendants Yellow Cab and Orange Cab
2 entered into an agreement to form the Airport Joint Venture Response Partnership,
3 LLC.

4 3.3. Each member of the Airport Joint Venture Response Partnership, LLC was to
5 contribute labor and capital to assist in responding to the Port's RFP.

6 3.4. The Airport Joint Venture Response Partnership, LLC had a business plan drawn up
7 and shared amongst the Airport Joint Venture Response Partnership, LLC's members.

8 3.5. The Airport Joint Venture Response Partnership, LLC proposal was to be separate
9 from any individual proposal submitted by each individual member of the LLC.

10 3.6. Plaintiff expressly advised the other members of the Airport Joint Venture Response
11 Partnership, LLC that they did not want the Airport Joint Venture Response
12 Partnership, LLC's proposal to be drafted by anyone who drafted a proposal for the
13 Airport Joint Venture Response Partnership, LLC's individual members.

14 3.7. Defendants assured Plaintiff that the Airport Joint Venture Response Partnership,
15 LLC proposal would be separate and distinct from the Airport Joint Venture
16 Response Partnership, LLC proposal.

17 3.8. Defendants assured Plaintiff that the person(s) drafting the Airport Joint Venture
18 Response Partnership, LLC would not be the same person(s) who drafted an
19 individual proposal from the members.

20 3.9. The Airport Joint Venture Response Partnership, LLC's proposal was drafted by
21 Chris Van Dyk.

22 3.10. Yellow Cab's proposal was also drafted by Chris Van Dyk.

1 3.11. Yellow Cab took the intellectual property, business plan, and other trade secrets used
2 in developing the Airport Joint Venture Response Partnership, LLC's proposal and
3 used the same material in submitting its proposal to the Port.

4 **IV. FIRST CAUSE OF ACTION – BREACH OF FIDUCIARY DUTIES (AGAINST YELLOW CAB)**

5 4.1. Plaintiff incorporates paragraphs 1.1 through 3.11 as if fully set forth herein.

6 4.2. Yellow Cab, as a Member of the Airport Joint Venture Response Partnership, LLC,
7 owed fiduciary duties to Plaintiff and Defendant Orange Cab.

8 4.3. Yellow Cab, as a Member of the Airport Joint Venture Response Partnership, LLC,
9 breached its fiduciary duties to Plaintiff and Defendant Orange Cab by using
10 materials proprietary to the Airport Joint Venture Response Partnership, LLC in their
11 individual proposal to the RFP.

12 4.4. As a result of Yellow Cab's improper use of proprietary information, Plaintiff has
13 suffered, and continues to suffer, damages in an amount to be proven at trial.

14 **V. SECOND CAUSE OF ACTION – VIOLATION OF THE SECURITIES ACT OF WASHINGTON**
15 **(AGAINST YELLOW CAB ONLY)**

16 5.1. Plaintiff incorporates paragraphs 1.1. through 4.4 as if fully set forth herein.

17 5.2. The Airport Joint Venture Response Partnership, LLC's proposal and business is a
18 security as that term is defined in the Securities Act of Washington.

19 5.3. Defendant Yellow Cab violated RCWA 21.20.020 by fraudulently inducing Plaintiff
20 to enter into a joint venture agreement under false pretenses.

21 5.4. As a result of Defendant's violation of the Securities Act of Washington, Plaintiff has
22 suffered, and continues to suffer, damages in an amount to be proven at trial.

23 **VI. THIRD CAUSE OF ACTION – BREACH OF CONTRACT (AGAINST YELLOW CAB ONLY)**

24 **COMPLAINT FOR DAMAGES**

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1 6.1. Plaintiff incorporates paragraphs 1.1. through 5.4 as if fully set forth herein.

2 6.2. Plaintiff and Defendant Yellow Cab entered into a contract to form the Airport Joint
3 Venture Response Partnership, LLC to respond to the Port's RFP.

4 6.3. Defendant Yellow Cab breached its contractual obligations to carry out the contract in
5 good faith and fair dealing.

6 6.4. As a result of Defendant Yellow Cab's breach, Plaintiff suffered, and continues to
7 suffer, damages in an amount to be proven at trial.

8 **VII. FOURTH CAUSE OF ACTION – DECLARATORY RELIEF (AGAINST ALL DEFENDANTS)**

9 7.1. Plaintiff incorporates paragraphs 1.1. through 6.4 as if fully set forth herein.

10 7.2. Plaintiff has standing to seek a declaratory judgment as a bidder on the Port's RFP.

11 7.3. The RFP expressly states that the Port will reject proposals where collusion is
12 suspected or evident.

13 7.4. Here, the Port's failure to reject Yellow Cab's proposal where it has specific and
14 exact language from the Airport Joint Venture Response Partnership, LLC's proposal
15 was improper as this certainly establishes a suspicion of collusion between Yellow
16 Cab and Airport Joint Venture Response Partnership, LLC.

17 7.5. As a result, the Port's acceptance of Yellow Cab's proposal is improper, violates the
18 express terms of the RFP and Washington's public work's statutes.

19 **VIII. FIFTH CAUSE OF ACTION – INJUNCTIVE RELIEF (AGAINST ALL DEFENDANTS)**

20 8.1. Plaintiff incorporates paragraphs 1.1. through 7.5 as if fully set forth herein.

21 8.2. The improper acts and/or omission of Yellow Cab have compromised the bidding
22 process.

1 8.3. Plaintiff seeks a permanent injunction prohibiting the Port from awarding the contract
2 to Yellow Cab.

3 8.4. Plaintiff seeks a permanent injunction prohibiting Yellow Cab from participation in
4 any re-bids of this project based on the improper and illegal actions taken by Yellow
5 Cab.

6 **IX. PRAYER FOR RELIEF**

7 AFTER HAVING PLED, AVERRED, CLAIMED AND CONTENTED IN
8 COMPLAINT, Plaintiff Prays for the following Relief:

9 9.1. Declaratory judgment finding that the RFP is improper and illegal;

10 9.2. Declaratory judgment finding that Defendant Yellow Cab violated its duties to
11 Plaintiff;

12 9.3. Damages in an amount to be proven at trial;

13 9.4. Attorneys' fees as authorized by Washington law, the Securities Act of Washington,
14 the Washington Limited Liability Act, or other applicable Washington law;

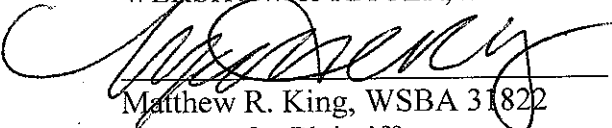
15 9.5. Prejudgment interest;

16 9.6. A permanent injunction restraining the Port from awarding the RFP to Yellow Cab;

17 9.7. A permanent injunction restraining Yellow Cab from competing in any rebid of this
18 RFP; and

19 9.8. Any other and further relief that the Court deems just and equitable.

20 Dated this 12TH of February, 2010
21 WERSHOW & RITTER, INC. PS

22 
23 Matthew R. King, WSBA 31822
24 Attorney for Plaintiff