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PIERCE COUNTY, WASHINGTON
KEVIN STOCK, County Clerk
BY W DEPUTY

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

CYNTHIA HERDA)
)
 Plaintiff,)
)
 vs.)
)
 DANIEL GORDY & ASSOCIATES,)
)
 PLLC, and DANIEL GORDY, and)
)
 TRIBAL FIRST/HUDSON INSURANCE)
)
 Defendants.)

NO. 11 2 16883 8
COMPLAINT FOR DAMAGES

COMES NOW the Plaintiff, Cynthia Herda, and alleges and complains against the Defendants as follows:

I. PARTIES AND JURISDICTION

1.1 The Defendant Daniel Gordy & Associates, PLLC is believed to be a limited liability company organized under the laws of the State of Washington and doing business in Pierce County.

1 1.2 The Defendant Daniel Gordy is believed to be a member and principal within Daniel
2 Gordy & Associates, PLLC.

3 1.3 The Defendant Tribal First/Hudson Insurance is believed to be an insurance carrier doing
4 business in Pierce County, Washington.

5 1.4 Plaintiff Cynthia Herda is, at the time of the filing of this Complaint, a resident of Pierce
6 County, Washington.

7 1.5 This Court has jurisdiction over the parties and the subject matter herein and venue is
8 proper in this Court.
9

10 II. FACTS

11 2.1 Plaintiff Cynthia Herda engaged Defendants Daniel Gordy & Associates, PLLC and
12 Daniel Gordy to act as her attorneys and represent her in a legal matter resulting from injuries
13 received when she slipped and fell at the Quinault Beach Resort & Casino on December 26,
14 2007.

15 2.2 Defendants Daniel Gordy & Associates, PLLC and Daniel Gordy failed to meet the
16 standard of legal care in that these Defendants permitted the statute of limitations to run against
17 the Defendant Quinault Beach Resort & Casino, in that the Complaint these Defendants filed in
18 the Tribal Court of the Quinault Indian Nation was dismissed by this Court on or about August
19 17, 2009.
20

21 2.3 Pleading alternatively, Plaintiff alleges that she entered into a contract with Daniel Gordy
22 & Associates, PLLC and Daniel Gordy to represent her as a result of injuries received December
23 26, 2007 when she slipped and fell at the Quinault Beach Resort & Casino and that these
24 Defendants breached this contract to the consequent damage to the Plaintiff Cynthia Herda.
25
26

1 2.4 The Defendant Tribal First/Hudson Insurance provided insurance coverage to Quinault
2 Beach Resort & Casino and may be liable to reimburse Plaintiff for the injuries she has suffered
3 and the medical expenses she has incurred in treating these injuries.

4 III. FIRST CAUSE OF ACTION

5 3.1 Incorporating herein by reference paragraphs I and II, Plaintiff alleges that the Defendants
6 Daniel Gordy & Associates, PLLC and Daniel Gordy owed the Plaintiff a duty to act as a
7 reasonable and prudent legal practitioner in the State of Washington would in the same or similar
8 circumstances. The Defendants breached their duty owed to the Plaintiff and were negligent in
9 failing to file litigation within the applicable statute of limitations. Through the breach of this
10 duty, Plaintiff has been damaged in that she has been unable to recover just compensation for her
11 injuries and the medical expenses incurred in treating them.

13 IV. SECOND CAUSE OF ACTION

14 4.1 Incorporating herein by reference paragraphs I and II and pleading alternatively, Plaintiff
15 alleges that she entered into a contract with Defendants Daniel Gordy & Associates, PLLC and
16 Daniel Gordy and through the inaction of Defendants and their failure to properly exercise their
17 contractual duties, Defendants have breached this contract with resultant damages to Plaintiff.

19 V. THIRD CAUSE OF ACTION

20 5.1 Incorporating herein by reference paragraphs I and II and pleading alternatively, Plaintiff
21 alleges that she is probably an insured under a policy issued by Defendant Tribal First/Hudson
22 Insurance to Quinault Beach Resort & Casino and that she would be entitled to a recovery for the
23 injuries sustained and medical treatment incurred from her fall of Defendant 26, 2007.
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VI. DAMAGES

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6.1 As a direct and proximate result of the Defendants' negligence, and their breach of contract, Plaintiff has suffered special damages, to be proven at time of trial, together with the loss of a reasonable and just sum which would have been paid to her as damages for the injuries she received when she fell at Quinault Beach Resort & Casino.

6.2 Further, Plaintiff may be entitled to recover these damages from the Defendant Tribal First/Hudson Insurance.

WHEREFORE Plaintiff prays for judgment against the Defendants as follows:

1. In such amount as will compensate Plaintiff for the injuries to her person and accompanying pain, suffering and inability to enjoy life as she did prior to these injuries;
2. For the loss of wages suffered by the Plaintiff to the present and into the future;
3. For medical costs and expenses incurred to date and for those reasonably likely to be incurred into the future;
4. For such other and further damages which are in amounts now unknown but which will be proved at time of trial;
5. For such other and further relief as may seem just and equitable to the Court.

DATED this 21st day of December, 2011.



Richard F. DeJean
Attorney for Plaintiff

WSBA #2548