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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON

DAVE ALEXANDERSON, a Washington  
resident,

Plaintiff,

vs.

SCOTT LANGTON, in his individual  
capacity, and CITY OF BLAINE, a  
municipal corporation,

Defendants

) Case No.: 2:13-cv-01764

) FIRST AMENDED COMPLAINT

) [X] Jury Trial Requested

I. PARTIES

1.1 Plaintiff Dave Alexanderson is a resident of Whatcom County,  
Washington.

1.2 Defendant Scott Langton is believed to be a resident of Whatcom County,  
Washington.

1.3 Defendant City of Blaine is a municipal corporation in Whatcom County,  
Washington.

II. JURISDICTION and VENUE

1 The action arises under federal law, 42 U.S. C. §1983. The Court has jurisdiction  
2 pursuant to 28 U.S.C. §1331. Venue is proper pursuant to 28 U.S.C. §1391(b).

3 III. FACTS

4 3.1 In the early evening on June 8, 2011, Dave Alexanderson and Vida  
5 Moore, his friend and neighbor, returned home from the local food bank and began  
6 unloading groceries from Vida's car. Dave and Vida live in different apartments within  
7 the same four-plex apartment unit in the 1600 block of Runge Avenue in Blaine, WA.

8 3.2 Another neighbor, Kathryn Miller, was in the process of moving out of her  
9 apartment. Kathryn had told Vida that she was going to be giving away a couple of  
10 chairs. Vida told Dave that she was going to Kathryn's apartment to check out the  
11 chairs. Dave asked Vida to ask Kathryn to return the remote-controlled car that Dave  
12 had given to Kathryn's boyfriend to repair.

13 3.3 Kathryn lived in the four-plex apartment unit directly across the parking lot  
14 from Dave and Vida's unit and in the apartment directly across from Vida's. When Vida  
15 got to Kathryn's apartment Vida told Kathryn that Dave wanted his toy car back. In a  
16 loud voice Kathryn told Vida that she was not going to give the toy back.

17 3.4 Dave heard Kathryn make this comment to Vida. He walked to Kathryn's  
18 apartment and knocked on the door. Kathryn did not open the door. Dave told Kathryn  
19 he wanted his toy car back. Kathryn told Dave she wasn't going to give the toy back.  
20 Dave told Kathryn that he wasn't going to let her steal the toy. Kathryn told Dave she  
21 was going to call the police. Dave said that was fine with him, and he walked back to  
22 Vida's apartment.  
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1           3.5     Dave continued to unload groceries from Vida's car. He looked forward to  
2 the police arriving because he thought they would help him get the toy back from  
3 Kathryn before she moved away.

4           3.6     Approximately five minutes after Dave's encounter at Kathryn's door a  
5 police car arrived. Blaine Police Officer Scott Langton went to Kathryn's apartment and  
6 spoke with her briefly. Langton then raced across the parking lot and started climbing  
7 the steps to Dave's apartment. At this time, Dave was standing in the parking lot  
8 outside Vida's apartment eating a donut. Vida mentioned to Dave that the police were  
9 there. Dave called out to the officer, "I think you might be looking for me."

10           3.7     Langton raced down the steps and rushed up to Dave and Vida who were  
11 standing outside of Vida's apartment. In a loud and angry voice Langton asked, "What's  
12 going on?" Dave and Vida told Langton that nothing was going on. In a louder and  
13 angrier voice Langton asked, "Then why is she saying that you threatened her?" Vida  
14 told Langton, "If you knew her you wouldn't be asking that question." Dave asked  
15 Langton to stop yelling at them. Langton then stepped closer to Dave and with a louder,  
16 angrier voice and in a threatening manner told Dave to "put down that goddamned  
17 donut and go over there."

18           3.8     Dave turned to Vida and handed her the partially-eaten donut and frozen  
19 dinner that he was holding in his hands. At the same time he told Langton, "I don't  
20 know where 'over there' is. I can't see very well." Langton made a motion with his  
21 hands and then grabbed Dave's arm and yanked him back and forth between the two  
22 cars that were parked in front of Vida's apartment. Dave asked Langton to stop yanking  
23 on him because Langton was hurting him.  
24  
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1           3.9     Langton pulled Dave towards the back of the two cars and told Dave to  
2 lean over the back of one of the cars. Dave did so. Langton told Dave that he was  
3 under arrest and going to jail. Langton told Dave to put his hands behind his back so  
4 that he could be handcuffed. Dave tried to do so, but because of a disability Dave was  
5 unable to put his hands together behind his back.

6           3.10    Langton struck Dave several times in the head, neck and back. Dave told  
7 Langton that he could not put his hands together behind his back because he was  
8 disabled. Dave told Langton that Langton was hurting him. Langton struck Dave in the  
9 back again, grabbed Dave's arms, and forced them behind Dave's back. Dave yelled  
10 out in pain. Langton struck Dave repeatedly in the head, neck and back and forced  
11 Dave down onto the pavement, wrenched his hands behind his back, and handcuffed  
12 him.

13           3.11    Langton dragged Dave backwards across the parking lot by his right upper  
14 arm. Dave complained about the pain this caused him. Dave told Langton that his  
15 behavior made Langton appear foolish. Langton threw Dave to the ground, leaned over  
16 him and in a loud voice said, "Why would she say that?" Dave answered, "Stop yelling  
17 at me. I don't know what she said."

18           3.12    At the time of the incident, Dave was legally blind, 54 years of age, 5-feet  
19 4-inches tall, and weighed approximately 140 pounds. He has several crushed vertebra  
20 that limit his ability to place his hands behind his back and cause him to suffer pain. At  
21 the time of the incident, Dave wore a short-sleeved shirt, shorts, and glasses.  
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23           3.13    At the time of the incident, Langton was in his twenties, approximately 6-  
24 feet, 5-inches tall, and weighed approximately 260 pounds.  
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1 Langton been properly trained or supervised, Alexanderson's constitutional injuries  
2 would likely have been avoided. As such, the City of Blaine is liable for Langton's  
3 actions.

4 4.8 As a result of these constitutional violations, Alexanderson has suffered  
5 damages, including pain and suffering and emotional distress, in an amount to be  
6 determined a trial.

7 V. PRAYER FOR RELIEF

8 WHEREFORE, the plaintiff asks the court to grant the following relief:

- 9 1. Money judgment against the defendants in an amount to be determined at  
10 trial.  
11 2. Costs and reasonable attorney's fees in an amount to be determined at  
12 trial. 42 U.S.C. § 1988;  
13 3. Punitive damages against Langton in an amount to be determined at trial.  
14 4. Such other relief that the court deems just and equitable.

15 Dated this 19<sup>th</sup> day of August, 2014.

16  
17 BROWNLIE EVANS WOLF & LEE, LLP

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19 By: /s/ Murphy Evans  
20 Murphy Evans, WSBA #26293  
21 Attorney for Plaintiff

## SETTLEMENT AND FULL RELEASE

WHEREAS, DAVID ALEXANDERSON, (hereinafter referred to as "Plaintiff"), brought claims against the CITY OF BLAINE, WASHINGTON, and SCOTT LANGTON (hereinafter referred to as "Settling Defendants") in the matter filed in the United States District Court for the Western District of Washington at Seattle, Cause No. 2:13-CV-0764; and

WHEREAS, Settling Defendants appeared through counsel of record; and

WHEREAS, Plaintiff asserted monetary damages, personal injuries, and general damages in the above-referenced action arising out of the incident described in Plaintiff's Amended Complaint for Damages filed in the United States District Court for the Western District of Washington at Seattle, Cause No. 2:13-CV-0764; and

WHEREAS, Plaintiff has voluntarily dismissed any and all claims asserted against THE CITY OF BLAINE, WASHINGTON; and

WHEREAS, Settling Defendants vigorously deny that they did anything wrong or caused the damages claimed, and that by entering into this agreement do not concede that they have any liability, and specifically deny any liability whatsoever for Plaintiff's claims; and

WHEREAS, Plaintiff has authority to enter into this Settlement and Full Release with regard to all monetary damages, general damages, and all personal injuries claimed, known or unknown, all existing subrogated interest-holders, all lienholders, including all liens of any insurer, attorney, and all medical care providers of any kind;

✓ NOW, THEREFORE, IT IS HEREBY agreed as follows:

1. In consideration of the total payment to Plaintiff in the amount of Thirty Thousand Dollars (\$30,000.00), it is agreed that Plaintiff's claims in their entirety, including any and all claims for attorney's fees and costs, as set forth in Plaintiff's Amended Complaint for Damages filed in the

United States District Court for the Western District of Washington at Seattle, Cause No. 2:13-CV-0764 shall be dismissed with prejudice and without any further cost to any party.

2. Plaintiff, his successors, assigns, representatives, agents, employees, attorneys, insurers and any person or persons acting by, through or for him, hereby releases, acquits and forever discharges Settling Defendants and any of their successors, assigns, former, present or future officials, officers, directors, representatives, agents, employees, attorneys, insurers, the Blaine Police Department, Cities Insurance Authority of Washington (“CIAW”), Munich Reinsurance, and any person or persons acting by, for or through them from all liability, actual or potential, for all claims, damages or demands whatsoever in law or in equity which Plaintiff has, ever had, may have in the future, has claimed, or now claims arising from the circumstances and/or allegations set forth in Plaintiff’s Amended Complaint for Damages filed in the United States District Court for the Western District of Washington at Seattle, Cause No. 2:13-CV-0764.

3. This Settlement and Full Release is expressly intended to cover all compensatory damages plus attorney’s fees that are claimed or could have been claimed by Plaintiff individually and/or on behalf of any marital communities in the above-referenced action. The damages may be more severe or different than those known at this time. These compensatory damages may include any and all personal injuries, psychological or emotional injuries, general damages, economic and non-economic losses alleged by Plaintiff, and associated with Plaintiff’s Amended Complaint for Damages filed in the United States District Court for the Western District of Washington at Seattle, Cause No. 2:13-CV-0764.

4. This Settlement and Full Release is made and entered into as a free and voluntary act and has been done only after Plaintiff consulted with his attorney of record, Murphy Evans of Brownlie Evans Wolf & Lee LLP.

5. This Settlement and Full Release contains the entire agreement between the parties, and the terms of this Release are contractual and not a mere recital.

6. The undersigned have full authority to enter into this Settlement and Full Release.

7. The parties agree that any and all actions necessary to secure dismissal with prejudice of Plaintiff's claims in this lawsuit shall be taken by the parties and that each party shall bear its own cost and expenses incurred in connection with such claims and the dismissal thereof.

8. Plaintiff agrees to hold Settling Defendants and their agents, employees, attorneys, insurers, or representatives thereof (hereinafter Indemnitees) free and harmless from any and all claims relating to Plaintiff's injuries and damages that have been or may be asserted for tortfeasor medical liens, liens of any branch of the government, liens of any and all of Plaintiff's insurers, liens of any insurers who may be responsible for payment of Plaintiff's medical bills, liens for lost income, liens of any and all of Plaintiff's attorneys, and liens for any and all claims for doctors, hospitals, or other medical bills, lost wages or any other service (including non-medical service) rendered to Plaintiff arising out of the matters alleged in Plaintiff's Amended Complaint for Damages filed in the United States District Court for the Western District of Washington at Seattle, Cause No. 2:13-CV-0764, whether such claims be based on contract, tort or any other theory of law.

10. Plaintiff also agrees to pay Indemnitees any costs or attorney's fees incurred to establish an Indemnitees' right of indemnity as set forth herein, including any costs or fees which may be incurred arising out of any lien with regard to Plaintiff's injuries or any prior attorneys retained by Plaintiff as related to the incident described in the claim referenced above.

11. It is specifically understood and agreed that this Settlement and Full Release is the compromise of a disputed claim and that the payment made herein is not to be construed as an admission of liability on the part of SCOTT LANGTON or THE CITY OF BLAINE. This



DATED this 12 day of December, 2014

By David Wilbrecht for the City of Blaine, its City Manager.

David Wilbrecht