

EXHIBIT A

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

Case No. **13-2-39032-9** SEA

WATER AND SANITATION HEALTH, INC.,
a non-profit organization registered in the State
of Washington;

SUMMONS

Plaintiff,

v.

CHIQUITA BRANDS INTERNATIONAL
INC., a New Jersey Corporation.

Defendant

TO THE DEFENDANT:

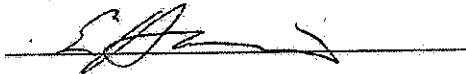
A lawsuit has been started against you in the above entitled court by WATER AND SANITATION HEALTH, INC., plaintiff. Plaintiff's claim is stated in the written complaint, a copy of which is served upon you with this summons. In order to defend against this lawsuit, you must respond to the complaint by 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 he asks for

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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 summons. Within 14 days after you serve the demand, the plaintiff must file this lawsuit with the court, or the service on you of this summons and complaint will be void. If you wish to seek the advice of an attorney in this matter, you should do so promptly so that your written response, if any, may be served on time. This summons is issued pursuant to rule 4 of the Superior Court Civil Rules of the State of Washington.

DATED: November 15, 2013, in Seattle, Washington

Respectfully Submitted,



Signature

Eric Harrison, authorized representative for
WATER AND SANITATION HEALTH, INC.
111 1st Ave. S.
Suite 306
Seattle, WA 98104
(206) 388-8092

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

PRO SE COMPLAINT

Case No.: **13-2-39032-9 SEA**

WATER AND SANITATION HEALTH, INC.,
a non-profit organization registered in the State
of Washington;

Plaintiff,

v.

CHIQUITA BRANDS INTERNATIONAL,
INC., a New Jersey Corporation.

Defendant

- 1) UNJUST ENRICHMENT;
- 2) UNLAWFUL, DECEPTIVE AND UNFAIR BUSINESS PRACTICES;
- 3) BREACH OF CONTRACT;
- 4) BREACH OF WARRANTY;
- 5) NEGLIGENT MISREPRESENTATION;
- 6) DECLARATORY AND INJUNCTIVE RELIEF

JURY TRIAL DEMANDED

INTRODUCTION

This matter involves the unfair and deceptive marketing practices of Defendant Chiquita Brands International, Inc., one of the world's largest producers of fruits and vegetables. Defendant advertises that its bananas are farmed in an ecologically friendly and sustainable manner. In fact, some of Defendant's bananas—including bananas grown in impoverished areas of Guatemala—are produced in a way that destroys natural ecosystems and contaminates the drinking water of affected communities. Defendant misrepresents this reality in its marketing & advertising materials.

1 Plaintiff Water & Sanitation Health relied on Defendant's misrepresentations to its
2 detriment. Plaintiff is a non-profit organization dedicated to providing sustainable clean-water
3 systems to people in impoverished villages around the world. Plaintiff therefore avoids
4 purchasing foodstuffs and other products from companies that destroy clean-water systems in
5 impoverished villages. Before purchasing bananas, Plaintiff investigated Defendant's
6 marketing claims, and relied on the truthfulness of those claims when deciding to purchase
7 Defendant's bananas. Subsequent discoveries revealed to Plaintiff that Defendant's marketing
8 representations were false and deceptive.
9

10 PARTIES

- 11 1. Plaintiff Water & Sanitation Health (WASH) is a non-profit organization which helps
12 impoverished villages across the world build sustainable clean-water systems. WASH is
13 registered in the State of Washington, and maintains its principal place of business in the
14 State of Washington.
15
- 16 2. Defendant Chiquita Banana Company is a for-profit corporation. Defendant, which had
17 annual revenues of more than \$3 billion in 2012, is one of the world's largest producer
18 and marketer of fruits and vegetables. Defendant is registered in the State of New
19 Jersey, and maintains its principal place of business in the State of North Carolina.
20

21 JURISDICTION & VENUE

- 22 3. Jurisdiction and Venue is proper in this Court because a substantial portion of the
23 transactions discussed within this complaint occurred within King County, Washington.
24 Defendant sold bananas within King County, Washington. Defendant made numerous
25 factual misrepresentations in marketing materials that were disseminated throughout
26 King County, Washington. Defendant has benefitted financially from these misdeeds.
27

FACTUAL ALLEGATIONS

- 1
2 4. Defendant purchases millions of pounds of bananas per year from plantations that cause
3 significant environmental harm to ecosystems that have historically provided sustenance
4 and livelihoods to approximately 7,200 Guatemalan people. Defendant, which knew or
5 should have known of this reality, nonetheless represented itself as selling bananas that
6 had been produced in an environmentally sustainable manner.
7

8 **Subsidiary/Agent Relationship Between Defendant and the Producer**

- 9 5. Defendant buys bananas from a company named COBIGUA, hereinafter referred to as
10 the "Company."
11 6. Between January 1, 2012 to December 31, 2012, Defendant purchased more than 639
12 million pounds of bananas from the Company.
13 7. The company's banana sales to Defendant represent approximately 95 percent of all the
14 Company's banana sales.
15

16 **The Communities and the Affected Area**

- 17 8. Six local communities, Ticanu, Barra Nahualate, Playa Semillero, Huitzitzil, San
18 Francisco Madre Vieja, hereinafter referred to as "Communities", suffer from water
19 pollution and airborne exposure to toxic chemicals that are the result of Defendant's
20 production practices.¹
21
22 9. The Communities represent 1,200 families, an estimated 7,200 people, in the
23 municipality of Tiquisate in the district of Esquintla in Guatemala.
24
25

26 ¹ Water Quality and Health Assessment Report, Water And Sanitation Health, October 25,
27 2013.

- 1 10. The "Company", operates and subcontracts operations on banana plantations in the
2 municipality of Tiquisate, department of Esquintla Guatemala.² This area is hereinafter
3 referred to as the "affected area."
4
5 11. Beginning in 2007, the Company committed a series of human rights and environmental
6 atrocities.

7 **Human Health & Environmental Degradation**

- 8 12. The company grows bananas in the area surrounding the Nahualate River and Madre
9 Vieja River, the affected area. The people of six communities in the affected area
10 surrounding the Nahualate River and Madre Vieja River have historically depended on
11 the rivers for their livelihoods and ground water for the provision of clean drinking
12 water.
13
14 13. The company contaminates rivers and drinking water in the affected area with
15 fertilizers, pesticides, fungicides and organic matter.
16
17 14. The company mixes fertilizers into its irrigation system every fourteen to twenty one
18 days and aerial fumigates its banana fields every six to eight days using toxic chemicals
19 like dithane, paraquat (gramoxone), moçap (ethoprop).
20
21 15. Studies done by the U.S. Environmental Protection Agency state dithane contains
22 cancer-causing elements and a survey conducted in the Philipines shows elevated levels

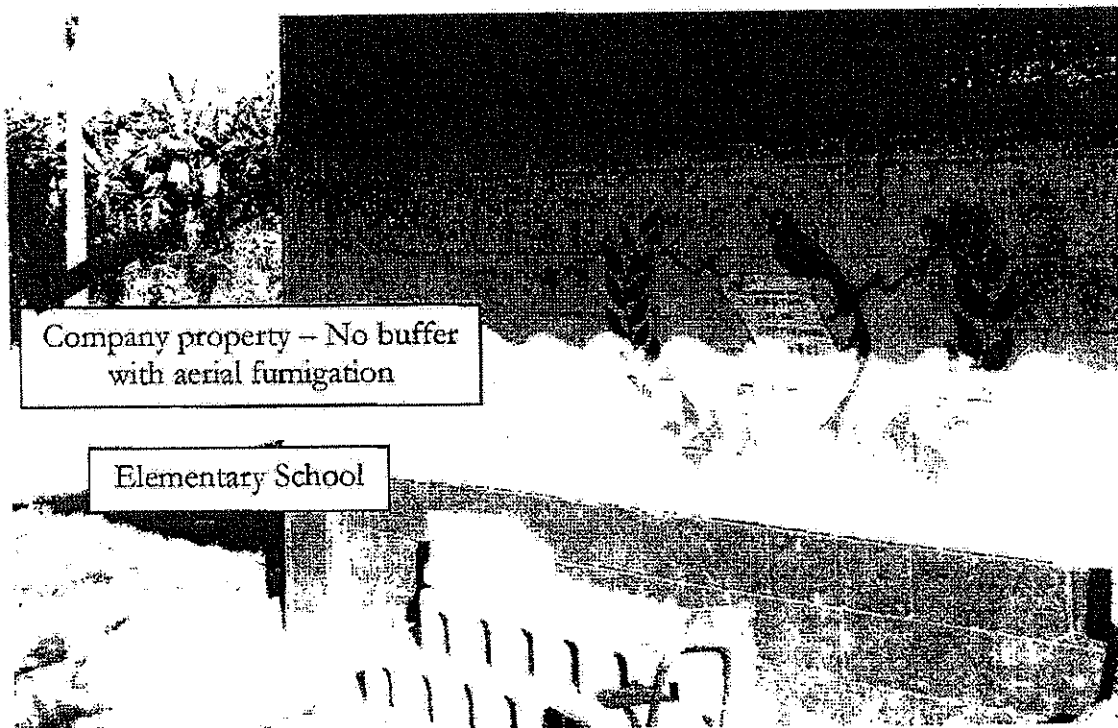
23 ² UNITED STATES BUREAU OF CITIZENSHIP AND IMMIGRATION
24 SERVICES, HUMAN RIGHTS IN GUATEMALA: SINCE THE SIGNING OF THE
25 PEACE ACCORDS (2000), "Chiquita (formerly United Fruit) relies on a de facto
26 Guatemalan subsidiary called Cobigua to supply it with bananas, and Cobigua subcontracts to
27 local plantation owners."; MIKE GALLAGHER, *Chiquita SECRETS Revealed: Power, money &
control Hidden control crucial to overseas empire*, CINCINNATI ENQUIRER, May 3, 1998,
"Oct. 11, 1997 voice-mail message by Chiquita lawyer David Hills to another Chiquita
lawyer, Joel Raymer, Mr. Hills said: "... they are asking for what Chiquita's position is on the
stalled labor negotiations in Guatemala at our company-owned subsidiary COBIGUA."

1 of cancer, birth defects, cerebral palsy and asthma in communities living near
2 plantations using dithane.

3 16. The company spreads approximately 420 gallons of various fungicides over its banana
4 trees every eight to ten days to control the spread of the fungus *sigatoka negra*.

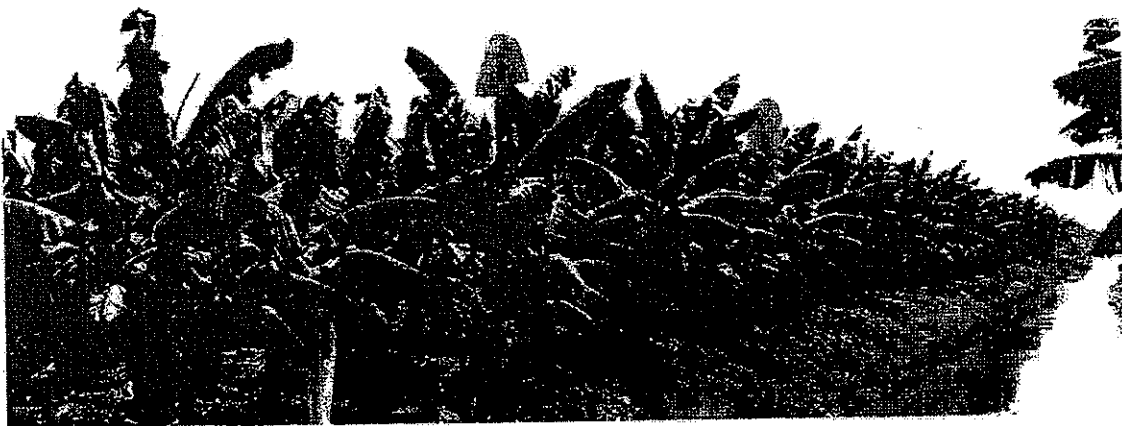
5 17. The Company uses no buffer zone for aerial fumigation bordering schools and homes.
6 Technical Engineering studies state a 100 meter buffer zone is needed for aerial
7 fumigation.³

8 18. The Company's use of aerial fumigation combined with no buffer zone results in toxic
9 chemical residues visibly seen on the Communities' school's roof and playground.
10



24
25
26 ³ GRAHAM MATTHEWS, PESTICIDE APPLICATION METHODS, John Wiley & Sons,
27 (2008).

- 1 19. The use of these toxic chemicals cause the children of the communities to suffer nausea,
2 dizziness, vomiting, skin rashes and other health problems.
- 3 20. Adults in the communities have reported fever, vomiting and skin rashes occurring after
4 aerial fumigation. 60 percent of those interviewed stated they have received an actual
5 'pesticide shower' during aerial fumigation with visible indication of white particulates
6 on their arms and legs.
- 7
- 8 22. The drinking water of the communities today has levels of nitrites, nitrates and heavy
9 metals that are ten times the maximum level recommended by the World Health
10 Organization.
- 11 23. Nitrites, nitrates and heavy metals are chemicals commonly found in pesticides,
12 fungicides and fertilizers used in the farming of bananas.
- 13
- 14 24. The Company has no buffer zone for aerial fumigation bordering open water sources,
15 rivers and streams.⁴
- 16 25. The Company has not reforested along the banks of river and streams.



25

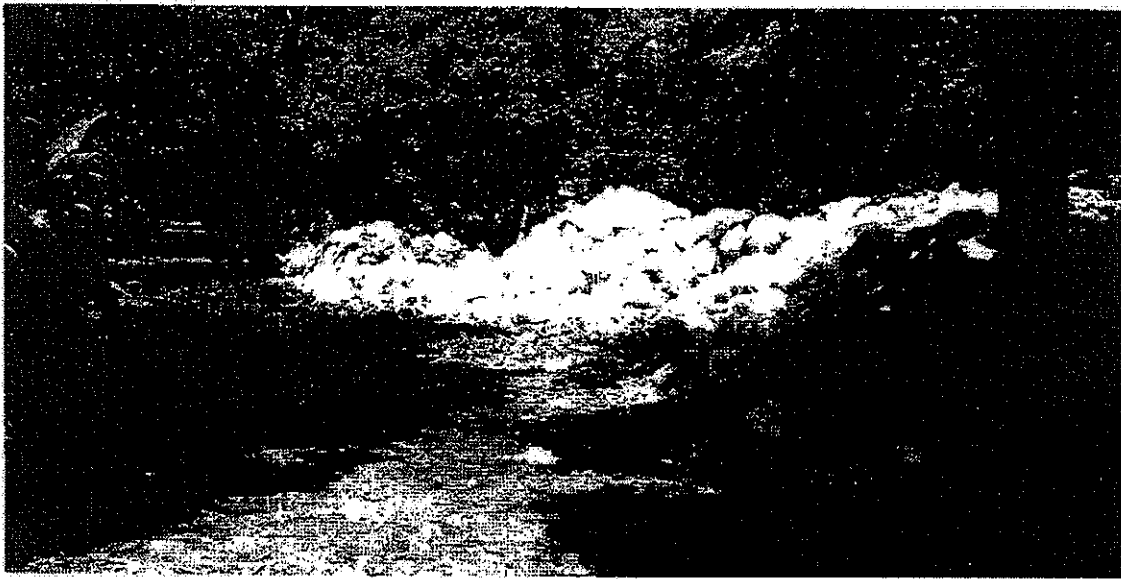
26 ⁴ Conservation Agriculture Network, *Complete Standards for Banana Certification* (2013),
27 "Buffer zones must be established along rivers, lakes, and ravines and around springs to control sedimentation and contamination".

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26. Because of the contamination described in paragraphs 12 to 25, floodwaters annually deposit toxic chemicals directly on the plains where community members have historically farmed corn.

27. These toxic chemicals directly threaten the livelihoods of the community members.

28. The Company operates an open dumpsite next to an open water source used by the communities. Leachate from the waste leaks into the open water source.



Human Rights Violations

30. On 15 November 2007, representatives of the employer at the Olga María estate harassed and detained the interim leaders of the union, threatening them to abandon their plans to continue with the union or they would be fired.

31. On November 17, 2007, the union brought a lawsuit against the Company before the Labor and Social Welfare Court of the First Instance of the department of Escuintla.

- 1 32. On November 18, 2007 the Company called a meeting of all the workers and told them
2 that they would lose their jobs if they continued with a union. Leaflets sending the same
3 message began to circulate among the workers.
- 4 33. On 20 November 2007, the Company's armed security guards took the workers forming
5 the union to the administrative offices and subjected them to threats and intimidation to
6 terminate the union and to drop the lawsuit.
- 7 34. On November 21, 2007, the Company fired the workers who refused to drop the
8 proceedings.
- 9 35. On November 22, 2007 unionist Francisco del Rosario López, a founding member and
10 member of the interim executive board of the union, went missing. The Office of the
11 Human Rights Ombudsperson in Escuintla has launched a missing person search in the
12 hope of finding him.
- 13 36. On March 2, 2008, Miguel Ángel Ramírez Enríquez, co-founder of the Southern Banana
14 Workers' Union (SITRABANSUR) (member of UNSITRAGUA), was murdered in
15 front of his family.⁵ Roberto Dolores testified that contractors for the Company, Otto
16 Noac and Luis Calderón, hired gunmen to kill Miguel Ángel Ramírez Enriquez.⁶
- 17 37. On March 14, 2007, Defendant admitted to illegally paying terrorist organizations in
18 Columbia and agreed to pay \$25 million in fines.

19
20
21 **Defendant's Misrepresentations**

- 22 38. In web-based marketing information presented to the world at large, Defendant states
23 that: "The banks of all natural watercourses are reforested and protected from erosion"
24
25

26 ⁵ Case No. 2609, Active, District Escuintla, Guatemala (2008).

27 ⁶ Case No. MP059/2008/2060, Active, District Escuintla, Guatemala (2008).

1 and that "All drainage ditches on our banana farms are planted with cover crops and no
2 chemical weed control is allowed." Emphasis added.

3 39. In online marketing Defendant states that, "We have discontinued routine, blanket
4 applications, and we now apply pesticides only when and where necessary." "We apply
5 pesticides in ways that protect the health, safety, and well-being of our workers and the
6 environment."

7
8 40. In online marketing Defendant declares that, "All workers using pesticides receive
9 special training and safety gear." Emphasis added. "To avoid risks of accidents and
10 harm to human health and the environment, we store all pesticides in appropriate,
11 controlled facilities." Emphasis added. "All of the wood used in the construction of our
12 pallets comes from managed forests." Emphasis added. "We are committed to fair
13 labor practices in all of our operations." Emphasis added.

14
15 41. In online marketing Defendant claims that they "apply fertilizers only in small amounts"
16 and that "Overtime will be voluntary, will not exceed 12 hours per week, ... and will
17 always be paid at a premium rate."

18 42. In online marketing Defendant promises that:
19
20 "Our commitment to acting ethically is a core part of our heritage." "We conduct
21 business ethically and lawfully." "We treat people fairly and respectfully." "We act
22 responsibly in the communities and environments in which we live and work." "We are
23 committed to enhancing the quality of life in the communities in which we operate."
24 "We are committed to protecting natural ecosystems, including water, soil and air, by
25 implementing sound and safe operating practices." "We will comply with all relevant
26 environmental laws, rules and regulations in every jurisdiction, in which we operate."
27

- 1 43. In online marketing information, Defendant declares that it has "For more than 100
2 years, ... been committed to improving the communities where we do business," and
3 that "We utilize solid waste traps at all our packing stations to help to keep the rivers
4 and streams clean." Emphasis added.
- 5
6 44. In the same online marketing material Defendant further promises that they practice
7 conservation by: "Protecting or reforesting along watercourses to create wildlife
8 corridors and avoids erosion." "Planting tree "screens" to help to keep agrichemicals
9 where they need to be and away from people." "Forbidding any deforestation to protect
10 natural habitats." "Reforesting any land not used for banana production to eliminate soil
11 erosion." "Using native species to maintain the local ecosystem." "Protecting existing
12 forests and natural ecosystems (wetlands, lagoons, etc.) to preserve resources."
- 13
14 45. Defendant knew or should have known that the company was harming the ecology of
15 the affected area and the lives of the community members.
- 16 46. Defendant knew or should have known that the representations contained in its
17 marketing materials were false.

18 **Plaintiff Relies on Defendant's Misrepresentations**

- 19
20 47. Plaintiff Water & Sanitation Health (WASH) was founded to provide members of
21 impoverished communities with access to clean drinking water.
- 22 48. Plaintiff's chief executive officer is Mr. Eric Harrison, who served two and a half years
23 as a volunteer with the United States Peace Corps.
- 24 49. During his time with the Peace Corps, Mr. Harrison worked to provide sustainable
25 drinking water to impoverished communities in Latin America.
- 26
27

- 1 50. Because of WASH's mission, and also because of Mr. Harrison's personal values,
2 WASH avoids purchasing foodstuffs or other products from companies that harm the
3 environment and drinking water of impoverished communities.
- 4 51. Because of the need to maintain credibility with donors, WASH must be extremely
5 careful to purchase only products that are consistent with its mission. Any perceived
6 insincerity on the part of WASH can turn away potential donors and sour relationships
7 with current donors.
- 8 52. WASH therefore avoids purchasing foodstuffs and other products from companies that
9 destroy clean-water systems in impoverished villages.
- 10 53. In 2008, WASH adopted a corporate policy mandating that it review all foodstuffs and
11 other products which it purchased from Central America, with the purpose that WASH
12 avoid providing funds to companies that contaminate the water and otherwise degrade
13 the environment in the area.
- 14 54. WASH purchased bananas bearing Defendant's label on numerous occasions.
- 15 55. When deciding whether to purchase these bananas, WASH searched Defendant's web
16 site for information about Defendant's environmental practices. WASH viewed
17 Defendant's web site on at least three separate occasions to learn about Defendant's
18 environmental and local social responsibility record.
- 19 56. WASH relied upon Defendant's advertising representations described in paragraphs 38
20 through 46, when it decided to purchase Defendant's bananas.
- 21 57. But for the representations of fact on Defendant's web site described in paragraphs 38
22 through 46, WASH never would have purchased bananas bearing Defendant's label.
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1 58. WASH later learned that these representations were false, and that Defendant in fact
2 pollutes and otherwise destroys the drinking water of communities.

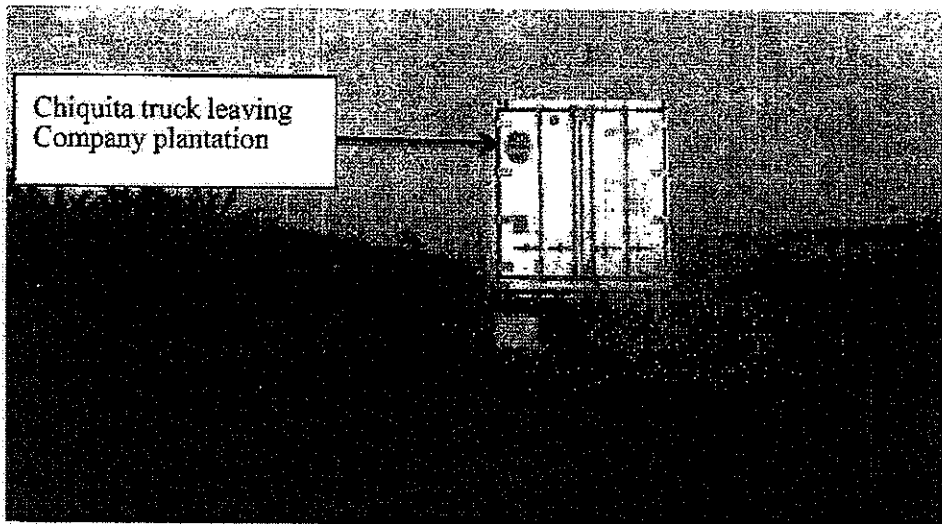
3 59. WASH therefore unwittingly provided moneys to a company that acts contrary to
4 WASH's expressed mission of providing clean drinking water to members of
5 impoverished communities.
6

7 **Defendant's Representations Prove to be False**

8 60. In late 2013, WASH visited the communities and conducted their own research. They
9 found that the communities' drinking water had been contaminated by chemicals used in
10 large scale, mono-culture banana production.

11 62. WASH agents also verified Defendant's role in the communities. Trucks bearing
12 Defendant's logo seen entering and leaving the banana fields of the communities. The
13 entrance to the Company bears the Chiquita name. □
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64. WASH learned of the facts alleged in paragraphs 4 through 37 while investigating the area around Tiquisate, Guatemala. Before launching the investigation, WASH was unaware of the facts alleged in paragraphs 4 through 37.
65. WASH was unaware of the facts alleged in paragraphs 4 through 37 when it made the decision to purchase Defendant's bananas. Had WASH known of the facts alleged in paragraphs 4 through 37, WASH never would have purchased the bananas.
66. Because of WASH's good-faith reliance on Defendant's advertising misrepresentations, WASH unwittingly provided moneys to a company that acts contrary to WASH's expressed mission of providing clean drinking water to members of impoverished communities.

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Damage to the Public Interest

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67. Consumer research has established that members of the public prefer to purchase bananas and other foodstuffs from corporations which practice sound environmental policies.

1 68. Consumer research has also established that members of the public are willing to pay
2 more money for bananas and other food stuffs which are produced in an
3 environmentally sustainable manner.

4 69. By representing that its bananas are grown and harvested in an environmentally
5 sustainable manner, Defendant induces purchases from consumers who would otherwise
6 avoid purchasing bananas from Defendant.

7 70. By representing that its bananas are grown and harvested in an environmentally
8 sustainable manner, Defendant commands a higher price for the bananas than it would
9 otherwise be able to command.

10 71. Because Defendant's advertising misrepresentations induce consumers to purchase
11 bananas that they would otherwise forego purchasing, and because the same
12 misrepresentations cause consumers to pay more for Defendant's bananas than they
13 would otherwise pay, the misrepresentations harm the public interest.

14
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16 **FIRST CAUSE OF ACTION**

17 **Unjust Enrichment**

18 72. Plaintiff hereby incorporates paragraphs 1 through 71 as though fully alleged herein.

19 73. Because of the conduct described in this complaint, Defendant has been unjustly
20 enriched at the expense of Plaintiff. Specifically, Defendant's misrepresentations have
21 caused Plaintiff to purchase bananas that Plaintiff would have otherwise foregone
22 purchasing. In the alternative, Defendant's misrepresentations have caused Plaintiff to
23 purchase bananas at artificially inflated prices.

24 74. Plaintiff seeks damages for an unspecified amount to be proven at trial.
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SECOND CAUSE OF ACTION

Violations of the Washington State Consumer Protection Act

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3 75. Plaintiff hereby incorporates paragraphs 1 through 71 as though fully alleged herein.
4
5 76. Defendant's misrepresentations constitute unfair or deceptive acts or practices, as
6 defined by the Washington State Consumer Protection Act. Because the unfair or
7 deceptive acts or practices occurred in trade and commerce, had an effect on the public
8 interest, and caused injury to Plaintiff's business or property, Defendant is liable to
9 Plaintiff for violations of the Consumer Protection Act.
10 77. Defendant's misrepresentations constitute *per se* violations of the Consumer Protection
11 Act.
12
13 78. Plaintiff seeks an injunction forbidding Defendant from engaging in the unfair or
14 deceptive practices described in this complaint.
15 79. Plaintiff seeks damages to compensate it for the harm caused by Defendant's
16 misrepresentations. Plaintiff further seeks treble damages and attorney fees, as allowed
17 by statute.

THIRD CAUSE OF ACTION

Breach of Contract

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21 80. Plaintiff hereby incorporates paragraphs 1 through 71 as though fully alleged herein.
22 81. When Plaintiff purchased bananas that Defendant offered for sale, a contract arose
23 between Plaintiff and Defendant.
24 82. Defendant breached the aforementioned contract by (1) failing to provide bananas that
25 were harvested in an environmentally sustainable manner, (2) failing to disclose that the
26 bananas were different than Defendant had represented them to be, (3) failing to act in
27

1 good faith, and (4) breaching warranties that arose from the contract. Defendant also
2 breached the contract by committing other wrongful acts which shall be proven at trial.

3 83. Plaintiff seeks damages for the economic harm that it has suffered as a direct and
4 proximate result of Defendant's breach of contract.
5

6 **FOURTH CAUSE OF ACTION**

7 **Breaches of Warranties**

8 84. Plaintiff hereby incorporates paragraphs 1 through 71 as though fully alleged herein.

9 85. Defendant's bananas are "goods" within the meaning of Article 2 of the Uniform
10 Commercial Code and Title 62A.2 of the Washington Revised Code.

11 86. Defendant's conduct described in this complaint constitutes a breach of an implied or
12 express warranty, in violation of Title 62A.2-313 of the Washington Revised Code.

13 Specifically, Defendant breached its warranty that the bananas in question were grown
14 and harvested in an environmentally sustainable manner.

15
16 87. Defendant's conduct described in this complaint constitutes a breach of an implied
17 warranty of fitness for a particular purpose, in violation of Title 62A.2-315 of the
18 Washington Revised Code. Specifically, Defendant breached its warranty that the
19 bananas were fit for consumption by individuals and organizations that devote their time
20 and energy to the protection of clean water in impoverished villages, or who otherwise
21 prefer bananas that are grown in an environmentally sustainable manner.
22

23 88. Plaintiff seeks damages for the economic harm that it has suffered as a direct and
24 proximate result of Defendant's breaches of warranties.
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FIFTH CAUSE OF ACTION

Negligent Misrepresentations

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3 89. Plaintiff hereby incorporates paragraphs 1 through 71 as though fully alleged herein.
4
5 90. By representing that its bananas were grown and harvested in an environmentally
6 sustainable manner, Defendant negligently misrepresented and concealed the true facts
7 surrounding its bananas.
8 91. Defendant benefited from these negligent misrepresentations and concealments because
9 consumers either purchased bananas that they would have otherwise foregone
10 purchasing, or they purchased bananas at an artificially inflated price. Plaintiff was one
11 such consumer.
12 92. Plaintiff seeks damages for the economic harm that it has suffered as a direct and
13 proximate result of Defendant's negligent misrepresentations.
14

SIXTH CAUSE OF ACTION

Declaratory and Injunctive Relief

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16
17 93. Plaintiff hereby incorporates paragraphs 1 through 92 as though fully alleged herein.
18 94. Plaintiff asks this Court to declare that (1) Defendant's advertising misrepresentations
19 constitute an unfair or deceptive act or practice, (2) Defendant's misconduct constitutes
20 negligent misrepresentation and negligent concealment, and, (3) Defendant's
21 misconduct constitutes breach of contract and breach of statutory warranties. Plaintiff
22 further asks this Court to declare that Defendant was unjustly enriched by this wrongful
23 behavior.
24 95. Plaintiff asks this Court to permanently enjoin Defendant from further engaging in the
25 misbehavior described in this complaint.
26
27

PRAYER FOR RELIEF

WHEREFORE, Plaintiff asks this Court to enter judgment against Defendant and to award damages as follows:

- For economic, compensatory and general damages on behalf of Plaintiff;
- For restitution;
- For disgorgement of all ill-gotten gains described in this complaint;
- For treble damages under the Washington State Consumer Protection Act and other statutes, as applicable;
- For civil penalties under the Washington State Consumer Protection Act and other statutes, as applicable;
- For declaratory and injunctive relief;
- For reasonable attorney fees and reimbursement of all costs incurred in the prosecution of this action; and
- For all other relief that this Court deems just and appropriate.

JURY DEMAND

Plaintiff hereby demands that this case be tried before a jury.

RESPECTFULLY SUBMITTED this 15 th day of November, 2013.

WATER AND SANITATION HEALTH, INC.

By: 

Eric J. Harrison
President, Water And Sanitation Health

FILED

13 NOV 15 AM 11:49

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

WATER AND SANITATION
HEALTH, INC

Plaintiff(s),

vs.

CHIQUITA BRANDS
INTERNATIONAL, INC

Respondent(s)

NO. 13-2-39032-9 SEA
ORDER SETTING CIVIL CASE SCHEDULE

ASSIGNED JUDGE: Bradshaw, Timothy A., Dept. 1

FILED DATE: 11/15/2013

TRIAL DATE: 2/2/2015

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.

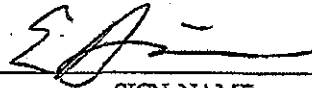
I. NOTICES

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."

Eric Harrison

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.

II. CASE SCHEDULE

✓	CASE EVENTS	DATE
	Case Filed and Schedule Issued.	11/15/2013
✓	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>]. \$220 arbitration fee must be paid	4/25/2014
✓	DEADLINE to file Confirmation of Joinder if not subject to Arbitration. [See <i>KCLCR 4.2(a) and Notices on Page 2</i>].	4/25/2014
	DEADLINE for Hearing Motions to Change Case Assignment Area. [See <i>KCLCR 82(e)</i>]	5/9/2014
	DEADLINE for Disclosure of Possible Primary Witnesses [See <i>KCLCR 26(b)</i>].	9/2/2014
	DEADLINE for Disclosure of Possible Additional Witnesses [See <i>KCLCR 26(b)</i>].	10/13/2014
	DEADLINE for Jury Demand [See <i>KCLCR 38(b)(2)</i>].	10/27/2014
	DEADLINE for Setting Motion for a Change in Trial Date [See <i>KCLCR 40(e)(2)</i>].	10/27/2014
	DEADLINE for Discovery Cutoff [See <i>KCLCR 37(g)</i>].	12/15/2014
	DEADLINE for Engaging in Alternative Dispute Resolution [See <i>KCLCR 16(b)</i>].	1/5/2015
	DEADLINE for Exchange Witness & Exhibit Lists & Documentary Exhibits [See <i>KCLCR 4(j)</i>].	1/12/2015
✓	DEADLINE to file Joint Confirmation of Trial Readiness [See <i>KCLCR 16(a)(2)</i>].	1/12/2015
	DEADLINE for Hearing Dispositive Pretrial Motions [See <i>KCLCR 56; CR 56</i>].	1/20/2015
✓	Joint Statement of Evidence [KCLCR 4(k)]	1/26/2015
	DEADLINE 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).	1/26/2015
	Trial Date [See <i>KCLCR 40</i>].	2/2/2015

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.

Richard F. Madson

DATED: 11/15/2013

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 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 upperright 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.

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 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.

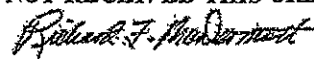
Presentation of Orders: All orders, agreed or otherwise, must be presented to the assigned judge. If that judge is absent, contact the assigned court for further instructions. If another judge enters an order on the case, counsel is responsible for providing the assigned judge with a copy.

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

FILED

FILED

13 NOV 15 AM 11:48

KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

KING COUNTY SUPERIOR COURT
BARBARA MINER
DIRECTOR & SUPERIOR CT CLERK
SEATTLE WA

13-2-39032-9

Receipt Date	Acct. Date	Time
11/15/2013	11/15/2013	11:48 AM

Receipt/Item #	Tran-Code	Bucket-Code
2013-02-13788/01	1100	\$FFR

Cashier: RMP

Paid By: WATER & SANITATION, HEALTH
Transaction Amount: \$240.00

KING COUNTY SUPERIOR COURT
CASE ASSIGNMENT DESIGNATION
and
CASE INFORMATION COVER SHEET
(cics)

In accordance with LCR82 (e), a faulty document fee of \$15 will be assessed to new case filings missing this sheet pursuant to King County Code 4A.630.060.

CASE NUMBER: 13-2-39032-9 SEA

CASE CAPTION: Water And Sanitation Health, Inc. v. Chiquita International Brands, Inc.

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

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

11/15/2013

Date

or

Signature of Attorney for
Petitioner/Plaintiff

Date

WSBA Number

**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 also 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 4A.630.060.

ADOPTION/PARENTAGE

- Adoption (ADP 5)
- Challenge to Acknowledgment of Parentage (PAT 5)*
- Challenge to Denial of Parentage (PAT 5)*
- Confidential Intermediary (MSC 5)
- Establish Parenting Plan-Existing King County Paternity (MSC 5)*
- Initial Pre-Placement Report (PPR 5)
- Modification (MOD 5)*
- Modification-Support Only (MDS 5)*
- Parentage, Establish/Disestablish (PAT 5)*
- Parentage /UIFSA (PUR 5)*
- Relinquishment (REL 5)
- Relocation Objection/Modification (MOD 5)*
- Rescission of Acknowledgment of Parentage (PAT 5)*
- Rescission of Denial of Parentage (PAT 5)*
- Termination of Parent-Child Relationship (TER 5)

APPEAL/REVIEW

- Administrative Law Review (ALR 2)*
- DOL Implied Consent—Test Refusal —only RCW 46.20.308 (DOL 2)*

CONTRACT/COMMERCIAL

- Breach of Contract (COM 2)*
- Commercial Contract (COM 2)*
- Commercial Non-Contract (COL 2)*
- Third Party Collection (COL 2)*

DOMESTIC RELATIONS

- Annulment/Invalidity (INV3)*
- with dependent children? Y / N; wife pregnant? Y / N
- Committed Intimate Relationship No Children (CIR 3)*
- Dissolution With Children (DIC 3)*
- Dissolution With No Children (DIN 3)*
- wife pregnant? Y / N
- Enforcement/Show Cause- Out of County (MSC 3)
- Establish Parenting Plan- includes CIR with Children (PPS 3)* ££
- Establish Support Only (PPS 3)* ££
- Legal Separation (SEP 3)*
- with dependent children? Y / N; wife pregnant? Y / N
- Mandatory Wage Assignment (MWA 3)
- Modification (MOD 3)*
- Modification - Support Only (MDS 3)*
- Nonparental Custody (CUS 3)*
- Out-of-state Custody Order Registration (OSC 3)
- Out-of-State Support Court Order Registration (FJU 3)
- Relocation Objection/Modification (MOD 3)*

DOMESTIC PARTNERSHIPS-REGISTERED

- Dissolution of Domestic Partnership With Children (DPC 3)*
- Dissolution of Domestic Partnership- No Children- (DPN3)* pregnant? Y / N
- Invalidity of Domestic Partnership (INP 3)*
- with dependent children? Y / N; pregnant? Y / N
- Legal Separation of Domestic Partnership (SPD 3)*
- with dependent children? Y / N; pregnant? Y / N

DOMESTIC VIOLENCE/ANTI-HARASSMENT

- Certificate and Order of Discharge and for Issuance of a Separate No-Contact Order pursuant to RCW 9.94A.637.
- Civil Harassment (HAR 2)
- Domestic Violence (DVP 2)
- Domestic Violence with Children (DVC 2)
- Foreign Protection Order (FPO 2)
- Sexual Assault Protection Order (SXP 2)
- Vulnerable Adult Protection (VAP 2)

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

Please check one category that best describes this case for indexing purposes.

JUDGMENT

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

PROPERTY RIGHTS

- Condemnation/Eminent Domain (CON 2)*
- Foreclosure (FOR 2)*
- Land Use Petition (LUP 2)*
- Property Fairness (PFA 2)*
- Quiet Title (QTI 2)*
- Residential Unlawful Detainer (UND 2)
- Non-Residential Unlawful Detainer (UND 2)

OTHER COMPLAINT/PETITION

- Action to Compel/Confirm Private Binding Arbitration (MSC 2)
- Certificate of Rehabilitation (MSC 2)
- Change of Name-Sealed (CHN 5)
- 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)*
- Other Complaint/Petition(MSC 2)*
- Public Records Act (PRA 2)*
- Receivership (MSC 2)
- School District-Required Action Plan (SDR 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)*
- Subpoena (MSC 2)
- Vehicle Ownership (MSC2)*

PROBATE/GUARDIANSHIP

- Absentee (ABS 4)
- Disclaimer (DSC4)

- Estate (EST 4)
- Foreign Will (FNW 4)
- Guardian (GDN4)
- Limited Guardianship (LGD 4)
- Minor Settlement (MST 4)
- Notice to Creditors – Only (NNC 4)
- Registration of Trust (TRS 4)
- Trust (TRS 4)
- Trust Estate Dispute Resolution Act/POA (TDR 4)
- Will Only—Deceased (WLL4)

TORT, ASBESTOS

- Personal Injury (PIN 2)*
- Wrongful Death (WDE 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)*
- Victims Vehicle Theft (VVT 2)*

TORT, NON-MOTOR VEHICLE

- Implants (PIN 2)
- Other Malpractice (MAL 2)*
- Personal Injury (PIN 2)*
- Products Liability (TTO 2)*
- Property Damage (PRP2)*
- Property Damage-Gang (PRG2)*
- Tort, Other (TTO 2)*

WRIT

- Habeas Corpus (WHC 2)
- Mandamus (WRM 2)**
- Review (WRV 2)**

£ Paternity Affidavit or Existing/Paternity is not an issue and NO other case exists in King County * The filing party will be given an appropriate case schedule at time of filing. ** Case schedule will be issued after hearing and findings

FILED

13 NOV 27 PM 1:49

Honorable Timothy Bradshaw

KING COUNTY

SUPERIOR COURT CLERK

E-FILED

CASE NUMBER: 13-2-39032-9 SEA

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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

WATER AND SANITATION HEALTH,
INC., a non-profit organization registered in
the State of Washington,

Plaintiff,

v.

CHIQUITA BRANDS INTERNATIONAL,
INC., a New Jersey Corporation;

Defendant.

Case No. 13-2-39032-9 SEA

NOTICE OF APPEARANCE

The undersigned attorneys hereby enter their appearance for CHIQUITA BRANDS INTERNATIONAL, INC., on its behalf, without waiving objections as to improper service or jurisdiction. You are notified that the service of all further pleadings, notices, documents, or other papers herein, exclusive of process, may be had upon defendant by serving the undersigned attorneys at their address below stated.

DATED this 27th day of November, 2013.

MILLER NASH LLP

/s/ James L. Phillips

James L. Phillips

WSB No. 13186

Attorneys for Defendant

1 I hereby certify that I served the foregoing NOTICE OF APPEARANCE on:

2 **BY EMAIL AND U.S. MAIL**

3 Eric Harrison
4 WATER AND SANITATION
5 HEALTH, INC.
6 111 – 1st Avenue South, Suite 306
7 Seattle, WA 98104

8 Authorized Representative for Water and
9 Sanitation Health, Inc.

10 Under the laws of the state of Washington, the undersigned hereby declares, under
11 the penalty of perjury, that the foregoing statements are true and correct to the best of my
12 knowledge.

13 Executed at Seattle, Washington, this 27th day of November, 2013.

14 /s/ James L. Phillips
15 James L. Phillips

FILED

13 DEC 04 AM 10:46

Honorable Timothy Bradshaw

KING COUNTY

SUPERIOR COURT CLERK

E-FILED

CASE NUMBER: 13-2-39032-9 SEA

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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

WATER AND SANITATION HEALTH,
INC., a non-profit organization registered in
the State of Washington,

Plaintiff,

v.

CHIQUITA BRANDS INTERNATIONAL,
INC., a New Jersey Corporation;

Defendant.

Case No. 13-2-39032-9 SEA

NOTICE OF FILING DEFENDANT'S
NOTICE OF REMOVAL

TO: The Clerk of the Court

PLEASE TAKE NOTICE that on December 4, 2013, the above-numbered and captioned case was removed from the Superior Court of Washington for King County, to the United States District Court for the Western District of Washington, by the filing of a Notice of Removal therein in accordance with 28 U.S.C. § 1446. A copy of that Notice of Removal (without exhibits referenced therein) is attached. Pursuant to 28 U.S.C. § 1446(d), this notice "shall effect the removal and the State District Court shall proceed no further unless and until the case is remanded."

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DATED this 4th day of December, 2013.

MILLER NASH LLP

/s/ James L. Phillips

James L. Phillips
WSB No. 13186

Attorneys for Defendant

1 I hereby certify that I served the foregoing NOTICE OF FILING
2 DEFENDANT'S NOTICE OF REMOVAL on:

3 **BY EMAIL AND U.S. MAIL**
4 Eric Harrison
5 WATER AND SANITATION
6 HEALTH, INC.
7 111 - 1st Avenue South, Suite 306
8 Seattle, WA 98104

9 Authorized Representative for Water and
10 Sanitation Health, Inc.

11 Under the laws of the state of Washington, the undersigned hereby declares, under
12 the penalty of perjury, that the foregoing statements are true and correct to the best of my
13 knowledge.

14 Executed at Seattle, Washington, this 4th day of December, 2013.

15 /s/ James L. Phillips
16 James L. Phillips

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

WATER AND SANITATION HEALTH,
INC., a non-profit organization registered in
the State of Washington,

Plaintiff,

v.

CHIQUITA BRANDS INTERNATIONAL,
INC., a New Jersey Corporation;

Defendant.

Case No.

NOTICE OF REMOVAL

TO: Clerk of the Court, United States District Court for the Western District of
Washington at Seattle

AND TO: Water and Sanitation Health, Inc., Plaintiff, and Eric Harrison

Defendant Chiquita Brands International, Inc. ("Chiquita" or "Defendant"), by

and through its attorneys, James L. Phillips, and Miller Nash LLP, respectfully state as follows:

1. Defendant hereby exercises its rights under 28 U.S.C. §§ 1441, *et seq.*, to
remove this action from the Superior Court for King County, in which the case is now pending as
*Water and Sanitation Health, Inc, a non-profit organization registered in the State of
Washington v. Chiquita Brands International, Inc., a New Jersey Corporation,*
Case No. 13-2-39032-9-SEA.

1 2. Defendant is a New Jersey corporation with its principal place of business
2 in North Carolina.

3 3. Plaintiff is a non-profit organization registered in Washington. Its
4 principal place of business is in Washington. Complaint at 2.

5 4. Chiquita removes this action to this court pursuant to 28 U.S.C. § 1441(a).
6 Defendant, by exercising its right to remove this action, does not waive any of its objections or
7 defenses.

8 5. Defendant first became aware of plaintiff's complaint on or after
9 November 21, 2013, when Chiquita accepted service. In accordance with the requirements of
10 28 U.S.C. § 1446, this Notice of Removal is filed within 30 days of the receipt of the complaint.

11 6. This is a civil action in which pro se plaintiff Water and Sanitation Health,
12 Inc. asserts claims against defendant for unjust enrichment, unlawful, deceptive and unfair
13 business practices, breach of contract, breach of warranty, negligent misrepresentation, and in
14 which the plaintiff seeks declaratory and injunctive relief.

15 7. Plaintiff has not stated a specific amount of damages in the complaint, but
16 plaintiff seeks compensation for economic and non-economic damages, both general and special,
17 attorney fees, and costs. Complaint at 14-18. Moreover, plaintiff seeks treble damages, so even
18 actual damages of as little as \$25,000 would cause the damages sought to exceed \$75,000.
19 Complaint at 15. Therefore, based on the damage allegations asserted in the lawsuit, it is
20 reasonable to conclude that plaintiff seeks more than \$75,000 in damages. Plaintiff is a resident
21 of the State of Washington. Complaint at 2. This Court has jurisdiction because of diversity of
22 citizenship with a claim for damages that exceeds \$75,000. 28 U.S.C. § 1332(a).

23 8. Intradistrict Assignment. Defendant is removing this action to the Seattle
24 Division because the plaintiff alleges that a substantial portion of the transactions discussed in its
25 complaint occurred within King County, Washington. Defendant denies these allegations.

26

1 9. Pursuant to 28 U.S.C. § 1446(d), written notice of the filing of this Notice
2 of Removal will be promptly served upon plaintiff and filed with the court clerk of the Superior
3 Court of Washington for King County.

4 10. Pursuant to LR 101(b), attached hereto from the state court action as
5 Exhibit 1 are true and correct copies of the Summons; Complaint; Order Setting Civil Case
6 Schedule; Case Assignment Designation and Case Information Cover Sheet; and defendants'
7 Notice of Appearance. Defendants will file a verified copy of all additional state court pleadings
8 within 10 business days.

9 WHEREFORE, defendants request that the above-entitled action be removed
10 from the Superior Court of Washington for King County to the United States District Court for
11 the Western District of Washington at Seattle.

12 DATED this 4th day of December, 2013.

13 MILLER NASH LLP

14 /s/ James L. Phillips
15 James L. Phillips
16 WSB No. 13186

17 Attorneys for Defendant

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I hereby certify that I served the foregoing NOTICE OF REMOVAL on:

BY EMAIL AND U.S. MAIL
Eric Harrison
WATER AND SANITATION
HEALTH, INC.
111 – 1st Avenue South, Suite 306
Seattle, WA 98104

Authorized Representative for Water and
Sanitation Health, Inc.

Under the laws of the state of Washington, the undersigned hereby declares, under
the penalty of perjury, that the foregoing statements are true and correct to the best of my
knowledge.

Executed at Seattle, Washington, this 4th day of December, 2013.

/s/ James L. Phillips
James L. Phillips

FILED

13 DEC 20 PM 3:16

Honorable Timothy Bradshaw

KING COUNTY

SUPERIOR COURT CLERK

E-FILED

CASE NUMBER: 13-2-39032-9 SEA

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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

WATER AND SANITATION HEALTH,
INC., a non-profit organization registered in
the State of Washington,

Plaintiff,

v.

CHIQUITA BRANDS INTERNATIONAL,
INC., a New Jersey Corporation;

Defendant.

Case No. 13-2-39032-9 SEA

NOTICE OF APPEARANCE

The undersigned attorneys hereby enter their appearance for CHIQUITA BRANDS INTERNATIONAL, INC., on its behalf, without waiving objections as to improper service or jurisdiction. You are notified that the service of all further pleadings, notices, documents, or other papers herein, exclusive of process, may be had upon defendant by serving the undersigned attorneys at their address below stated.

DATED this 20th day of December, 2013.

MILLER NASH LLP

/s/ Ian M. Messerle

Ian M. Messerle
WSB No. 35175
James L. Phillips
WSB No. 13186

Attorneys for Defendant

1 I hereby certify that I served the foregoing NOTICE OF APPEARANCE on:

2 **BY EMAIL AND HAND DELIVERY**

3 Eric Harrison
4 WATER AND SANITATION
5 HEALTH, INC.
6 111 – 1st Avenue South, Suite 306
7 Seattle, WA 98104

8 Authorized Representative for Water and
9 Sanitation Health, Inc.

10 Under the laws of the state of Washington, the undersigned hereby declares, under
11 the penalty of perjury, that the foregoing statements are true and correct to the best of my
12 knowledge.

13 Executed at Seattle, Washington, this 20th day of December, 2013.

14 */s/ Ian M. Messerle*
15 _____
16 James L. Phillips