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KING COUNTY SUPERIOR COURT  
STATE OF WASHINGTON

DEEP RAWAT, MANOJ RAWAT, and  
LEENA RAWAT,

Plaintiffs,

v.

COMCAST BROADBAND SECURITY, LLC,  
d/b/a XFINITY HOME, a Delaware corporation,  
and PIONEER CABLE CONTRACTORS,  
INC., a Washington State Corporation.

Defendants.

Cause No.

COMPLAINT

COME NOW the Plaintiffs, by and through their attorneys, and plead and allege as follows:

I. PARTIES

1. Plaintiffs Manoj Rawat and Leena Rawat are a married couple, residing in King County Washington.
2. Plaintiff Deep Rawat is the adult son of Manoj and Leena Rawat. He is a resident of Toronto, Canada.

- 1 3. Defendant Comcast Broadband Security, LLC (“COMCAST”) is, upon information  
2 and belief, a Delaware corporation doing business as XFINITY Home, with its  
3 principle place of business located in Marana, Arizona
- 4 4. Defendant Pioneer Cable Contractors, Inc. (“PIONEER”) is, upon information and  
5 belief a Washington State corporation and which, for all facts relevant to this  
6 Complaint, was acting as an agent for defendant COMCAST.

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8 **II. JURISDICTION AND VENUE**

- 9 5. **Jurisdiction.** The Superior court of King County, State of Washington, has  
10 jurisdiction over the parties and the subject matter of this litigation. The incidents  
11 giving rise to this lawsuit occurred in Kirkland, King County, Washington. The  
12 defendants do business in King County.
- 13 6. **Venue.** Pursuant to RCW 4.12.020(3), a plaintiff may bring an action for personal  
14 injury in the county in which the cause of action arose. Venue is properly laid in  
15 King County Superior Court because the defendants’ negligent conduct resulting in  
16 injuries to the plaintiffs occurred in Kirkland, Washington.

17

18 **III. FACTS**

- 19 7. Manoj Rawat and Leena Rawat purchased a home at 13729 NE 133<sup>rd</sup> Street in  
20 Kirkland, Washington (“the residence”) in September of 2013.
- 21 8. On September 20, 2013 Manoj and Leena Rawat contracted with defendant  
22 COMCAST to install and monitor a home security system. The system was  
23 designed to sound a loud alarm and notify the monitoring entity if the system was  
24 triggered by an intruder. Manoj and Leena Rawat paid for the equipment,  
25 installation, and a monthly monitoring contract.
- 26 9. The system was installed by a technician employed by Defendant PIONEER  
27 CABLE, INC., which, upon information and belief, was a corporation hired by  
28 COMCAST to install this residential security system. All acts performed by the

1 technician relevant to this Complaint were within the scope of employment with  
2 PIONEER and within the scope of PIONEER's agency relationship with  
3 COMCAST.

- 4 10. The security system consisted of door and window contacts and motion detectors.
- 5 11. Manoj and Leena Rawat requested a system that would provide the highest level of  
6 intruder protection and were told that the installed system would provide such  
7 protection.
- 8 12. Manoj and Leena Rawat purchased additional equipment above the "basic"  
9 package based on recommendations of the installer in order to increase the  
10 protection against intruders.
- 11 13. COMCAST described the system as "a secure network" providing "total home  
12 security."
- 13 14. The installation configuration recommended by defendants for the Rawat residence  
14 at 13729 NE 133<sup>rd</sup> Street in Kirkland included one motion detector on the main  
15 floor (family room) and one on the basement level. The basement window did not  
16 have a contact type sensor installed.
- 17 15. Plaintiffs Manoj and Leena Rawat were told by the installation technician that there  
18 were two settings which could be used to arm the alarm. One setting was for  
19 "stay" (residents remain home) and one for "away" (residents leave the home).
- 20 16. Manoj and Leena Rawat were told by the individual who installed it that their  
21 system was set up so that when the system was armed under the "away" setting,  
22 both motion detectors would be active. They were also told that when the alarm  
23 was set for "stay," the family room motion detector would be inactive but the  
24 basement motion detector would remain active. They were told that this would  
25 protect the house from intruders entering through the basement window when the  
26 alarm was set on "stay" or "away." Manoj and Leena Rawat relied on the  
27 representations of the installer in agreeing to authorize the work done and as a  
28 substantial factor in entering into the installation agreement.

- 1 17. Manoj and Leena Rawat were not given any documents that explained which  
2 elements of the security system were armed and not armed under the two available  
3 settings.
- 4 18. It was impossible for the homeowners to discover which motion detectors were  
5 armed and not armed under the two available settings by looking at the control  
6 panel and keypad during normal operations.
- 7 19. In fact, and unknown to Manoj and Leena Rawat, the system was configured by the  
8 installer so that the basement motion detector was *not* active when the alarm was  
9 armed under the “stay” setting. Thus, the residence was completely unprotected  
10 from intruders entering through the basement window when the alarm was armed  
11 and set to “stay.”
- 12 20. Defendants failed to test the system to ensure it operated as designed and promised.
- 13 21. The dangerous and defective condition resulting from defendants’ failure to  
14 properly install and configure the alarm system created a high probability for an  
15 undetected intrusion event at the Rawat residence.
- 16 22. On October 11, 2013 at approximately 8:45 p.m., Manoj Rawat armed the security  
17 system under the “stay” setting. In the residence at that time were Manoj and  
18 Leena Rawat, their son Deep Rawat, and their adult daughter.
- 19 23. In the early morning hours of October 12, 2013, two intruders entered the residence  
20 through the unsecured basement window. The security system, although armed,  
21 was not triggered.
- 22 24. Manoj Rawat heard a loud noise sometime during the early morning hours of  
23 October 12, 2013 and checked the status of the security system on his remote  
24 keypad. The system indicated that there was no motion or other problems in the  
25 house. Thinking the noise was from nearby construction, Mr. Rawat went back to  
26 sleep.
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1 25. The intruders moved freely throughout the house, ultimately kidnapping Deep  
2 Rawat and bringing him to the basement where he was viciously assaulted and  
3 seriously wounded.

4 26. During the assault, a key fob for the vehicle in the garage was activated in a  
5 manner which triggered the car alarm. Manoj Rawat heard the noise and went to  
6 investigate. By the time he reached the basement, the intruders had fled and Deep  
7 Rawat had also fled the house, being unaware of the location of the intruders.  
8 Manoj Rawat observed a large amount of blood, but was unable to locate his son  
9 for a period of time.

10 27. The break-in of the residence and assault on Deep Rawat caused severe physical  
11 injuries to Deep Rawat, and significant psychological injuries, including emotional  
12 distress, and anxiety to all three plaintiffs. The incident has also caused economic  
13 harm to all three plaintiffs.

14 28. If the security system had operated in the manner promised by defendants, the  
15 perpetrators would have been detected and the alarm system activated before they  
16 would have been able to attack Deep Rawat and cause such significant harm.

#### 17 18 IV. CAUSES OF ACTION

19 29. **Negligence.** The defendants owed a duty to provide a reasonably configured  
20 security system to Manoj and Leena Rawat, and additionally to any third person,  
21 such as Deep Rawat, who could be injured as reasonably foreseeable result of a  
22 breach of such duty.

23 30. Defendants held themselves out as experts in designing and installing security  
24 systems and Manoj and Leena Rawat reasonably relied on their advice to determine  
25 how the system should be installed and configured.

26 31. The PIONEER installer either negligently installed or negligently misrepresented  
27 the configuration of the alarm system.  
28

1 32. These acts of the installer constitute wilful, wanton, and reckless breach of the  
2 defendants' duty to reasonably install and configure the security system, and  
3 exhibited a reckless disregard for the safety of others.

4 33. The configuration and installation of the security system and the explanation of  
5 how it was designed to work at different settings was therefore negligent and  
6 unreasonable, as it left the home vulnerable to basement intruders despite explicit  
7 assurances to the contrary. The defect in the installation and configuration of the  
8 system was not obvious to the plaintiffs nor disclosed by the defendants. This  
9 negligence was a direct and proximate cause of the plaintiffs' injuries.

10 **34. Breach of Contract and express warranties of fitness for intended purpose.**

11 The acts described herein also constitute a breach of defendants' contract with  
12 Manoj and Leena Rawat.

13 35. Defendants and their agents specifically warranted that the system, as installed and  
14 configured, would provide intruder protection in the "stay" mode sufficient to  
15 detect and deter intruders in the basement level.

16 36. As more fully described above, the security system at the Rawat residence was not  
17 installed and configured to operate in the manner described and warranted by the  
18 defendants and their agents.

19 37. As a direct and proximate result of this breach, each plaintiff suffered harm. This  
20 breach was also wilful, wanton and reckless, exhibiting a reckless disregard for the  
21 safety of others.

22 **38. Breach of implied warranties of merchantability and fitness.** Security alarm  
23 systems of the type sold and installed by Defendants at the Rawat residence are  
24 expected to be fit for the purpose of providing security to the persons and property  
25 of the purchasers and foreseeable third parties, and to detect and deter intruders  
26 from entering the property of the purchaser.

27 39. At the time they sold and installed the security system at the Rawat residence, the  
28 defendants knew that Mr. and Mrs. Rawat required the alarm system to provide

1 security for themselves and other occupants of their home and to detect and deter  
2 intruders seeking to enter their home.

3 40. Manoj and Leena Rawat relied on the recommendation, advice, skill and judgment  
4 of COMCAST, its employees, agents, or apparent agents, to select, install, and  
5 configure the security alarm system.

6 41. As more fully described above, on October 12, 2013, the security alarm system,  
7 while being used for its usual and ordinary purpose, failed to detect intruders who  
8 entered the Rawat home and brutally attacked Deep Rawat.

9 42. As a direct and proximate result of that failure, plaintiffs were harmed.

10 43. **Violation of the Washington Consumer Protection Act.** The actions of the  
11 defendants, outlined above, constitute unfair or deceptive acts that occurred in trade  
12 or commerce, impacted the public interest and proximately caused injury to the  
13 plaintiffs. This conduct, therefore, violates the Washington Consumer Protection  
14 Act, R.C.W. 19.86.020 et seq.

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16 **V. PRAYER FOR RELIEF**

17 WHEREFORE, Plaintiffs request the following relief:

- 18 1. Judgment against defendants for plaintiffs' general and special damages;  
19 2. Attorney fees and cost to the extent allowed by law;  
20 3. Post judgment interest as provided by law; and  
21 4. And such other and further relief to which plaintiffs may be justly entitled.

22  
23 DATED this 17<sup>th</sup> day of February 2014.

24 FRIEDMAN | RUBIN

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26 By: 

27 Kenneth R. Friedman, WSBA #17148  
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