

ORIGINAL

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF KING

K&S DEVELOPMENTS, LLC,
a Washington limited liability
company,
Plaintiff,
v.
CITY OF SEATAC, et al,
Defendants.

CITY OF SEATAC,
Plaintiff,
v.
GERALD and KATHRYN KINGEN,
Defendants.

Consolidated Under
No.: 12-2-40564-6 KNT

INTERROGATORIES AND ANSWERS

I. K&S'S CLAIMS AGAINST THE CITY

I.1.TAKINGS CLAIM

QUESTION I.1: Did the City's actions constitute a Takings of K&S's property in violation of the Takings Clause of Article I, section 16 of the Washington State Constitution, as alleged by K&S?

(Circle "yes" or "no")

ANSWER: **YES** **NO.**

Go to Question I.2.

I.2. INTERFERENCE WITH BUSINESS EXPECTATIONS CLAIM

QUESTION I.2.: Did the City Interfere with K&S's Business Expectancy?

(Circle "yes" or "no")

ANSWER: **YES** **NO.**

Go to Question I.3.

I.3. MISREPRESENTATION CLAIM

QUESTION I.3.: Did the City intentionally or negligently misrepresent any material facts to K&S?

(Circle "yes" or "no")

ANSWER: **YES** **NO.**

Go to Question I.4.

I.4. BREACH OF CONTRACT CLAIM

QUESTION I.4.: Did the City breach the February 28, 2008

Development Agreement?

(Circle "yes" or "no")

ANSWER: YES

NO.

Go to Question II.1

II. CITY'S AFFIRMATIVE DEFENSES

II.1 Accord and Satisfaction Defense

QUESTION II.1: Did the City prove that K&S is barred from its Contract Claim due to Accord and Satisfaction of the Deed in Lieu Agreement?

(Circle "yes" or "no")

ANSWER:

YES

NO.

Go to Question II.2

II.2 Privilege and/or Justification Defense

QUESTION II.2: Did the City prove that K&S is barred from its Interference with Business Expectancy Claim and Breach of Contract Claim due to Privilege and/or Justification?

(Circle "yes" or "no")

ANSWER:

YES

NO.

Go to Question II.3

II.3 Offset

QUESTION II.3: Did the City prove that K&S's damages, if any, are exceeded by the benefits it obtained from the Deed in Lieu

Transaction?

(Circle "yes" or "no")

ANSWER: YES

NO.

Go to Question III.1

III. CITY'S CLAIMS AGAINST THE KINGENS AND K&S

III.1 Misrepresentation Claim against K&S

QUESTION III.1: Did K&S intentionally or negligently misrepresent the value of the property?

(Circle "yes" or "no")

ANSWER:

YES

NO.

Go to Question III.2.

III.2. Interference with City's Business Expectations Claim

QUESTION III.2.: Did K&S Interfere with the City's Business Expectations?

(Circle "yes" or "no")

ANSWER:

YES

NO.

Go to Question III.3.

III.3. Breach of Contract Claim

QUESTION III.3: Did K&S and the Kingens breach the 2009 Deed-in-Lieu Agreement?

(Circle "yes" or "no")

ANSWER: **YES** NO.

Go to Question III.4.

III.4. Conversion Claim

QUESTION III.4: Did the City prove its Conversion claim against K&S?

(Circle "yes" or "no")

ANSWER: **YES** NO.

Go to Question IV.1.

IV. K&S'S CLAIMS, VERDICT FORM AND DAMAGES

INSTRUCTION IV.1: Did K&S prove its Takings Claim (Question I.1)?

If you answered "Yes" to Question I.1 (**Takings**) and No to Question II.3 (**City's Offset Defense**) then your verdict is for K&S and against the City and you should complete the verdict form below accordingly and determine the amount of damages that K&S is entitled to. If not, then your verdict is for the City and you should complete the verdict form accordingly. **Go to Question IV.2.**

INSTRUCTION IV.2 Interference with Business Expectancy: If you answered Yes to Question I.2 (Interference with Business Expectancy) and No to Questions II.2 and II.3 (City's Privilege and/or Justification Defense and City's Offset Defense), then your verdict is for K&S and against the City on K&S's Interference with Business Expectancy claims and you should complete the verdict form below accordingly and determine the amount of damages that K&S is entitled to. If not, then your verdict is for the City and you should complete the verdict form accordingly. Go to Question IV.3.

INSTRUCTION IV.3 Misrepresentation Claims. If you answered Yes to Question I.3 (Misrepresentation Claims) and No to Question II.3 (City's Offset Defense), then your verdict is for K&S and against the City on K&S's Misrepresentation Claims and you should complete the verdict form below accordingly and determine the amount of damages that K&S is entitled. Go to Question IV.4.

INSTRUCTION IV.4 Breach of Contract Claim. If you answered Yes to Question I.4 (Breach of Contract Claim) and No to Questions II.1, II.2, II.3 (City's Accord and Satisfaction Defense, City's Privilege and/or Justification Defense, and City's Offset

Defense), then your verdict is for K&S and against the City on K&S's Breach of Contract Claim and you should complete the verdict form below accordingly and determine the amount of damages that K&S is entitled. If not, then your verdict is for the City and you should complete the verdict form accordingly.

Go to V.1.

V. CITY'S CLAIMS, VERDICT FORM AND DAMAGES

INSTRUCTION V.1: Did the City prove any of its Claims against K&S or the Kingens? If you answered "Yes" to any one of Questions **III.1, III.2, III.3, or III.4** then go to Instruction **V.2**. But if you answered "No" to all four of those questions, then your verdict is against the City and for K&S as to the City's claims and you should complete the verdict form below accordingly.

INSTRUCTION V.2 (City's Misrepresentation Claim against K&S): If you answered Yes to Question **III.1 (City's Misrepresentation Claim against K&S)**, then your verdict is for the City and against K&S on the City's Misrepresentation claim and you should complete the verdict form below accordingly and determine the amount of damages that the City is entitled. If not, then your verdict is for K&S and you should complete the verdict form accordingly.

INSTRUCTION V.3 (City's Interference with Business Expectations

Claim against K&S): If you answered Yes to Question **III.2 (City's Interference Claim)**, then your verdict is for the City and against K&S on the City's Interference claim and you should complete the verdict form below accordingly and determine the amount of damages that the City is entitled. If not, then your verdict is for K&S and you should complete the verdict form accordingly.

INSTRUCTION V.4 (City's Breach of Contract Claim against K&S and

Kingens): If you answered Yes to Question **III.3 (City's Breach of Contract Claim)**, then your verdict is for the City and against K&S and the Kingens on the City's Breach of Contract claim and you should complete the verdict form below accordingly and determine the amount of damages that the City is entitled. If not, then your verdict is for K&S and the Kingens and you should complete the verdict form accordingly.

INSTRUCTION V.5 City's Conversion Claim against K&S: If you answered Yes to Question **III.4 (City's Conversion Claim)**, then your verdict is for the City and against K&S on the City's

Conversion claim and you should complete the verdict form below accordingly and determine the amount of damages that the City is entitled. If not, then your verdict is for K&S and you should complete the verdict form accordingly.

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K&S DEVELOPMENTS, LLC,
a Washington limited liability
company,
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No.: 12-2-40564-6 KNT

VERDICT FORM

CITY OF SEATAC,
Plaintiff,

v.

GERALD and KATHRYN KINGEN,
Defendants.

We, the jury, being first duly impaneled and sworn in the above entitled cause do enter the following verdict

1. K&S's Claim for Takings

(Circle either "for" or "against" below and if you find in K&S's favor, enter your award of damages)

We find **for/against** K&S on its Takings Claim;

2. K&S's Claim for Interference with Business Expectancy

(Circle either "for" or "against" below and if you find in K&S's favor, enter your award of damages)

We find **for/against** K&S on its Interference with Business Expectancy Claim.

3. K&S's Claim for Misrepresentation

(Circle either "for" or "against" below and if you find in K&S's favor, enter your award of damages)

We find **for/against** K&S on its Misrepresentation Claim.

4. K&S's Claim for Breach of Contract

(Circle either "for" or "against" below and if you find in K&S's favor, enter your award of damages)

We find **for/against** K&S on its Breach of Contract Claim (Good faith and fair dealing).

5. Amount of Damages to K&S

Having found in favor of K&S on one or more of its above claims, we hereby award K&S Damages in the amount of \$ _____

9,589, 703.00.

6. City's Claim for Misrepresentation against K&S

(Circle either "for" or "against" below and if you find in the City's favor, enter your award of damages)

We find **for/against** the City on its Misrepresentation Claim against K&S.

**7. City's Claim for Interference with Business expectancy
against K&S**

(Circle either "for" or "against" below and if you find in City's favor, enter your award of damages)

We find **for/against** the City on its Interference with Business Expectancy Claim.

8. City's Claim for Breach of Contract against K&S and Kingens

(Circle either "for" or "against" below and if you find in City's favor, enter your award of damages)

We find **for/against** the City on its Breach of Contract Claim.

9. City's Claim for Conversion against K&S

(Circle either "for" or "against" below and if you find in City's favor, enter your award of damages)

We find **for/against** the City on its Conversion Claim.

10. Amount of Damages to City

Having found in favor of the City on one or more of its
above claims against K&S, we hereby award the City Damages
in the amount of \$ 257,233.28

Having found in favor of the City on one or more of its
above claims against the Kingens, we hereby award the City
Damages in the amount of \$ 0.00.

DATED this 25th day of January, 2016.



Presiding Juror