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CASE NUMBER: 16-2-22061-4 KNT

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7 **IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON**
8 **IN AND FOR THE COUNTY OF KING**

9 DEANNA ZACHRISSON and ELAINE
10 LINCOLN,

11 Plaintiffs,

12 vs.

13 THE PORT OF SEATTLE,

14 Defendant.

CASE NO.:

COMPLAINT

15
16 **I. INTRODUCTION**

17 1.1 The Port of Seattle terminated the employment of Deanna Zachrisson and Elaine
18 Lincoln in violation of Washington public policy. Ms. Zachrisson and Ms. Lincoln refused to
19 negotiate preferential airport leases that would have violated federal law despite pressure from
20 Commissioner John Creighton and interested airport tenants. They submitted ethics complaints
21 against Commissioner Creighton for his apparent violations of Port ethics policies.

22 1.2 In retaliation, Commissioner Creighton initiated an investigation against the
23 women, attacked them publicly, and repeatedly pressured Port leadership to fire them. A Port
24 investigator found no misconduct warranting termination and warned that the termination
25 appeared retaliatory. A retaliatory termination would be illegal. Instead of heeding that
26 warning, the Port fired both women on August 28, 2015.
27
28

1 sales in 2014 for airport business tenants and approximately \$43 million in revenue to the Port.
2 The program represented the second largest source of non-airline revenue at Sea-Tac.

3 4.2 Ms. Zachrisson was the head of the ADR group and a 15-year employee of the
4 Port of Seattle.

5 4.3 Ms. Lincoln was the most senior employee in the ADR group and functioned as
6 Ms. Zachrisson's "right hand" in the department. She was a Port of Seattle employee for
7 nearly 15 years.
8

9 4.4 Both Ms. Zachrisson and Ms. Lincoln received outstanding performance reviews
10 throughout their tenures at the Port of Seattle. During their tenure in leadership positions for
11 the ADR program, gross sales in airport concessions grew from \$165 million in 2008 to \$248
12 million in 2014. In this same period, revenue to the Port from the core restaurant and retail
13 business grew from \$22.6 million to \$43 million.
14

15 4.5 One of Ms. Zachrisson's duties was administering Sea-Tac's federally mandated
16 Airport Concessions Disadvantaged Business Enterprises ("ACDBE") program. The goal of
17 the ACDBE program is to create a level playing field for minority-owned businesses to
18 compete for opportunities at airports. The ACDBE program is subject to Federal Aviation
19 Administration regulations.
20

21 4.6 Ms. Zachrisson was a featured speaker at national airport conferences and was
22 featured in industry publications for her advocacy for opportunities for minority-owned
23 businesses in airport concessions. Both Ms. Zachrisson and Ms. Lincoln maintained excellent
24 professional relationships with airport concessionaire tenants, including ACDBE business
25 owners.
26

27 4.7 Federal regulations require that ACDBE concessionaires located within public
28 airports openly compete for lease terms with other interested concessionaires in order to

1 maximize the financial benefit to the public by offsetting the costs of operation of federally-
2 funded airports. Federal regulations also bar discrimination on the basis of race.

3 4.8 The Port of Seattle Commission is composed of five Commissioners, elected at
4 large by the voters of King County to establish Port policy. John Creighton has been a Port of
5 Seattle Commissioner since 2006. He is currently the presiding Commission President.

6
7 4.9 Commissioner Creighton and former Commissioner Rob Holland developed
8 close relationships with a handful of the minority-owned business tenants operating restaurants
9 and bars at the airport (“the Tenants”). These Tenants donated tens of thousands of dollars to
10 Creighton’s and Holland’s campaigns, socialized and dined together, and attended Seattle
11 Seahawks football games together.

12
13 4.10 In early 2012, the Tenants themselves drafted a Port of Seattle Commission
14 Motion that would give them preferential direct leases with the Port without requiring the
15 Tenants to compete for those leases. The Tenants sought support from Commissioners
16 Creighton and Holland to push their Motion through the five-member Commission. Although
17 drafted as a motion “promoting racial diversity” among airport businesses, it was, in fact,
18 carefully crafted legislation designed to benefit only the Tenants who drafted it. Granting the
19 leases in 2012 under the terms sought by the Tenants would have resulted in a gift of public
20 funds in excess of \$8 million.

21
22 4.11 Ms. Zachrisson was concerned that the Motion did not comply with FAA
23 regulations. She provided the draft Motion to the FAA for review. In April 2012, an FAA
24 Compliance Specialist told Ms. Zachrisson he believed the draft Motion was “troubling” and
25 “appeared to be discriminatory” because removing leases from the competitive bidding
26 process based on the minority status of the Tenants was an illegal racial set-aside. Ms.
27
28 Zachrisson escalated the FAA’s concerns to her managers at the Port.

1 4.12 Despite objection from the FAA, in September 2012 Commissioners Creighton
2 and Holland persuaded the Commission to pass a revised version of the Motion that was still
3 narrowly tailored to grant preferential noncompetitive leases to the Tenants. Commissioner
4 Bill Bryant, however, insisted on including language in the Motion that would require FAA
5 review before the Port moved forward with the preferential leases.
6

7 4.13 Ms. Zachrisson and Ms. Lincoln vocally refused to implement the
8 noncompetitive leases based on the FAA's warning that doing so would violate federal
9 regulations.
10

11 4.14 On December 31, 2012, the FAA sent a letter to the Commission asserting that
12 Commissioner Creighton and Holland's Motion, if implemented, risked violating FAA
13 regulations. Despite the FAA's warning, Commissioner Creighton continued to press for the
14 noncompetitive new leases for the Tenants and repeatedly spoke out against Ms. Zachrisson
15 and her staff in private settings and in public meetings, including televised meetings of the
16 Commission, because of their refusal to implement the unlawful leases.
17

18 4.15 Ms. Zachrisson and Ms. Lincoln reported what they viewed as Commissioner
19 Creighton's corruption and the Tenants' unethical business practices to their managers, to the
20 Human Resources Department, to other Port Commissioners, and to the Port's internal ethics
21 hotline. Ms. Zachrisson and Ms. Lincoln highlighted the close social, political, and financial
22 relationships between Commissioner Creighton and the Tenants who would benefit from the
23 preferential noncompetitive leases. They sought news coverage regarding the Motion. Ms.
24 Zachrisson and Ms. Lincoln continued to defy calls to implement the illegal leases with the
25 Tenants.
26

27 4.16 After Commissioner Holland was forced to resign in March 2013 amid an ethics
28 scandal over his misuse of a Port credit card and his Port-owned mobile phone, the Tenants

1 turned to the court system, filing tort claims that sought to force the Port to implement the
2 Motion and grant the preferential leases. The Tenants consistently refused the Port's offers to
3 consider their demands if they would open their financial records to prove that their businesses
4 were actually struggling.

5 4.17 With the leases for ninety percent of Sea-Tac's concession spaces due to reach
6 expiration in 2015-2017, Ms. Zachrisson, Ms. Lincoln, and the ADR staff initiated
7 development of a Master Plan for commercial redevelopment at Sea-Tac. The Master Plan
8 included a vision for a sweeping overhaul of Concourse A concessions to make the area more
9 like the popular Central Terminal. Existing tenants would have to compete for space in the
10 new design. Commissioner Creighton's Motion and the Master Plan were at odds because
11 there could be no preferential noncompetitive leases for the Tenants if the Master Plan was
12 implemented.
13
14

15 4.18 Ms. Zachrisson presented the Master Plan strategy to the Port Commission on
16 May 27, 2014. At the hearing, which was televised, a visibly angry Commissioner Creighton
17 questioned her about why the 2012 directive from the Commission to implement the
18 preferential leases to the Tenants had not been followed. At one point, to avoid being
19 recorded, Commissioner Creighton turned off his microphone and said: "Commitments have
20 been made."
21

22 4.19 At this point, the Tenants mounted a public shaming strategy aimed at
23 Zachrisson, Lincoln and other airport officials in hopes of pressuring them to grant the
24 preferential noncompetitive leases. The Tenants hired Seattle civil rights activists who began
25 regularly appearing at the Port Commission's public meetings, accusing the airport's staff of
26 racism, violations of federal law, and insubordination to the Commission for not granting the
27 preferential leases.
28

1 4.20 Commissioner Creighton encouraged the Tenants to file and pursue litigation as
2 a bargaining chip against the Port. The Tenants filed a federal lawsuit against the Port in
3 September 2014. Even after the litigation began, Commissioner Creighton continued to
4 collaborate with the Tenants to pressure Ms. Zachrisson and her staff to negotiate the unlawful
5 leases. In a public meeting in December 2014, Commissioner Creighton complained at length
6 about the ADR staff and sought intervention from new Port of Seattle CEO Ted Fick regarding
7 the staff's unwillingness to move forward with the preferential leases.
8

9 4.21 Behind the scenes, Commissioner Creighton emailed extensively with the
10 Tenants regarding his efforts to secure their preferential noncompetitive leases, his frustration
11 at the ethics complaints filed against him, and his anger at Ms. Zachrisson's staff's refusal to
12 implement the unlawful leases.
13

14 4.22 Ms. Zachrisson was scheduled to request Commission approval to seek
15 competitive bids for the first set of Sea-Tac concessions leases under the Master Plan at an
16 August 4, 2015 Commission meeting, including one location occupied by a Tenant suing the
17 Port.
18

19 4.23 On July 16, 2015, the Tenants filed a motion for preliminary injunction in the
20 federal lawsuit, seeking to stop competitive bidding under the Master Plan. Ms. Zachrisson
21 and Ms. Lincoln cooperated with the Port's outside counsel in opposing the Tenants' motion.
22 They were the only two Port employees to provide signed declarations in support of the Port's
23 opposition.
24

25 4.24 At the Commission meeting on August 4, 2015, Ms. Zachrisson faced aggressive
26 questioning about her request for approval of the leases for competitive bidding. The
27 Commission tabled the action and did not move ahead with the competitive bidding for the
28 leases under the Master Plan.

1 4.25 Two days later, on or about August 6, 2015, Tenant Rod O’Neal shared with
2 Commissioner Creighton a series of emails between Ms. Zachrisson and Ms. Lincoln that the
3 Port had produced in discovery in the Tenants’ federal lawsuit. For years, Mr. O’Neal had
4 yelled at and berated Port staff on behalf of SeaTac Bar Group, which he owned with Tenant
5 Jerry Whitsett. In the December 2011 emails, Ms. Zachrisson called Mr. O’Neal a “thug” and
6 Commissioner Creighton a “puppet.” Ms. Lincoln called Mr. O’Neal a “criminal” and
7 Commissioner Creighton an “idiot.”
8

9 4.26 Commissioner Creighton reacted angrily to the emails and was overheard in the
10 Commission offices saying that he would make sure that someone was fired. He asked his
11 executive assistant to make a targeted and anonymous public records request for emails written
12 by Ms. Zachrisson, Ms. Lincoln, and another employee who worked in the ADR group. He
13 asked his assistant to make a second anonymous request just days later.
14

15 4.27 Commissioner Creighton’s request identified a number of emails sent between
16 Ms. Zachrisson and Ms. Lincoln venting their frustration at the ongoing pressure and relentless
17 scrutiny of their department. The emails repeatedly called Commissioner Creighton and other
18 senior airport staff “idiots.” None of the emails contained evidence of racial discrimination.
19

20 4.28 Port of Seattle CEO Ted Fick met with Commissioner Creighton to discuss the
21 emails Commissioner Creighton had received from his request. Under pressure from
22 Commissioner Creighton, Mr. Fick initiated an investigation.
23

24 4.29 Over the course of the next ten days, Commissioner Creighton repeatedly
25 inserted himself into the Port’s investigation of Ms. Zachrisson and Ms. Lincoln related to
26 their emails.
27

28 a. He used his personal Twitter account to publicly shame them, label them
as “racists,” and call for their termination.

1 b. He contacted reporters to encourage news coverage of the allegedly
2 “racist” emails including sending text messages from his personal cell phone to a
3 reporter for The Stranger, who wrote an article about the allegations against Ms.
4 Zachrisson and Ms. Lincoln. After communicating with Commissioner Creighton over
5 his Twitter feed, KIRO TV also broadcast a news story of the supposed “racism.”
6 Commissioner Creighton’s actions violated Port policies concerning contact with the
7 press regarding personnel matters.
8

9 c. He asked Tenant David Fukuhara to send him additional emails from Ms.
10 Zachrisson and Ms. Lincoln that had been produced in discovery in the Tenants’ lawsuit
11 against the Port, and he forwarded those emails to the Port’s investigator.
12

13 d. Throughout the investigation, he met with and sent text messages to Mr.
14 Fick and to Tenant Jerry Whitsett about the investigation and his demand that Ms.
15 Zachrisson and Ms. Lincoln be fired.
16

17 4.30 The two Commission Co-Presidents, Courtney Gregoire and Stephanie
18 Bowman, issued a statement to address the negative publicity that Commissioner Creighton had
19 facilitated. Mr. Fick later confirmed that the only news interest in the email story came from
20 KIRO TV and The Stranger – the two media outlets with which Commissioner Creighton had
21 communicated directly.
22

23 4.31 The Port assigned Workplace Responsibility Manager Tony Ramos to conduct
24 interviews relating to the allegations against Ms. Zachrisson and Ms. Lincoln.
25

26 4.32 The Port used an expedited process to investigate Ms. Zachrisson and Ms.
27 Lincoln that differed from the process the Port ordinarily used to investigate allegations of
28 employee wrongdoing. Port policy calls for multiple layers of internal review and investigation,
and progressive discipline. The Port followed none of these processes in this case.

1 4.33 In their interviews with Mr. Ramos, both Ms. Zachrisson and Ms. Lincoln raised
2 concerns that the investigation was being conducted in retaliation for their refusal to follow
3 Commissioner Creighton’s direction to implement the unlawful preferential leases for the
4 Tenants. In email communications to Mr. Ramos and other Human Resources staff, Ms.
5 Zachrisson clearly stated that she believed she was being retaliated against and that the outcome
6 of the hasty investigation was pre-determined. These emails were circulated to numerous staff
7 at the Port, but no action was taken.
8

9 4.34 Mr. Ramos concluded that the emails sent by Ms. Zachrisson and Ms. Lincoln
10 were not “racist,” contrary to Commissioner Creighton’s allegations. Although heated, the
11 email exchange among the ADR staff reflected their ongoing stress at being pressured by the
12 Tenants and Commissioner Creighton to engage in conduct they deemed illegal and against the
13 interests of the taxpayers. Mr. Ramos believed a suspension might be appropriate, but not
14 termination of employment.
15

16 4.35 Mr. Ramos informed the Port’s General Counsel, Craig Watson, that it appeared
17 to him that Commissioner Creighton was retaliating against Ms. Zachrisson and Ms. Lincoln
18 because of their refusal to break the law by implementing the preferential noncompetitive
19 leases. Mr. Ramos was not permitted to conduct a full investigation of the allegations of
20 retaliation.
21

22 4.36 On August 27, 2015, Ms. Zachrisson and Ms. Lincoln were informed of Mr.
23 Fick’s decision to terminate their employment based upon the “disrespectful” tone of their
24 internal emails discovered during the investigation initiated by Commissioner Creighton. Mr.
25 Fick terminated Ms. Zachrisson and Ms. Lincoln despite opposition from then-Airport Director
26 Mark Reis.
27

28 4.37 That same day, before Mr. Fick announced his decision, Commissioner

1 Creighton leaked confidential information about Ms. Zachrisson's and Ms. Lincoln's pending
2 terminations to Eddie Rye Jr., one of the paid advocates for the Tenants, who had repeatedly
3 spoken out against Ms. Zachrisson and her staff at public Commission meetings. Mr. Rye
4 posted the information about the terminations on his public Facebook page. In the days
5 immediately after the termination, Commissioner Creighton sent intimidating messages directly
6 to Ms. Zachrisson via her Facebook page.
7

8 4.38 Ms. Zachrisson and Ms. Lincoln were terminated on August 28, 2015,
9 purportedly for violations of the Port's policies governing email usage and its "Statement of
10 Values." There is significant evidence that the Port's decision to terminate the Plaintiffs, rather
11 than impose some less severe discipline, was contrived. The Port rarely terminated employees
12 for violations of the email policy or values violations, and only then when employees engaged
13 in truly egregious conduct such as pornography or theft. In 2007, for example, an investigation
14 found that nearly one-third of the Port's police force had sent, received, and exchanged racist,
15 sexist, and sexually explicit emails over a 16-month period. Ten officers ultimately were issued
16 letters of reprimand. None of the officers were suspended or terminated for their conduct. In
17 contrast, the Plaintiffs' email transgressions were minor in light of their excellent performance
18 and the extraordinary pressure they found themselves under. Termination under these
19 circumstances is unprecedented.
20
21

22 4.39 The stated reasons for termination of both Plaintiffs are implausible for several
23 additional reasons.
24

25 a. The terminations deviated from the Port's own progressive discipline and
26 investigation policies.

27 b. The terminations were based on emails which, if they violated any email
28 policy at all, were sent many years prior to the Plaintiffs' terminations.

1 c. The terminations arose from heightened scrutiny of the emails initiated
2 by Commissioner Creighton who had a longstanding motivation to fire the Plaintiffs
3 because of their ethics complaints against him and their refusal to negotiate the unlawful
4 noncompetitive leases to his friends and contributors.

5 4.40 There is a well-documented pattern of antagonism toward the Plaintiffs by
6 Commissioner Creighton and the Tenants stemming from their refusal to implement the
7 unlawful noncompetitive leases. Despite clear evidence of retaliation by Commissioner
8 Creighton, the Port failed to investigate reports of retaliation before terminating their
9 employment and ignored the retaliation concerns of its own senior investigator. Instead, the
10 Port acted to fire Ms. Zachrisson and Ms. Lincoln based on a series of events that were set in
11 motion by Commissioner Creighton.

12 4.41 Numerous tenants, including other ACDBE business owners, protested the
13 Port's decision to terminate Ms. Zachrisson and Ms. Lincoln. Many of these tenants attended
14 public Commission meetings and testified in opposition to the terminations. Others submitted
15 written letters and emails to the Port in protest.

16 4.42 On September 21, 2015, Ms. Zachrisson and Ms. Lincoln filed an administrative
17 claim against the Port of Seattle seeking reinstatement. The administrative claim asserted that
18 the Port terminated their employment in retaliation for reporting improper governmental
19 conduct and for refusing to extend illegal and preferential leases to the politically-connected
20 Tenants because the leases violated FAA regulations and Port of Seattle ethics policies.

21 4.43 On October 21, 2015, the Port denied Plaintiffs' claims of retaliation. The
22 parties completed preliminary discovery during an administrative proceeding prior to filing this
23 related lawsuit. Ms. Zachrisson and Ms. Lincoln sought a voluntary dismissal of the
24 administrative claim prior to proceeding with litigation in superior court.

1 4.44 On April 5, 2016, Plaintiffs filed Tort Claims with the Port of Seattle alleging
2 claims for wrongful discharge in violation of public policy.

3 4.45 At the insistence of Commissioner Creighton, after the Port fired the Plaintiffs, it
4 entered into settlement agreements with the three Tenants. Under the terms of the settlement,
5 each Tenant who sued the Port received a noncompetitive direct lease for their locations for an
6 additional 15 months to five years beyond their current 12-year terms. Meanwhile, all other
7 airport concessions tenants must participate in the Master Plan's competitive bidding process in
8 order to keep their businesses at the Port, and the redevelopment of the airport pursuant to the
9 Master Plan has been delayed by several years. CEO Ted Fick disagreed with the settlement
10 agreements but allowed himself to be overruled by the Commission.
11

12
13 **V. CAUSE OF ACTION ONE:**
14 **WRONGFUL DISCHARGE**
15 **IN VIOLATION OF PUBLIC POLICY**

16 5.1 Plaintiffs repeat, as if fully set forth herein, paragraphs 1.1 through 4.45.

17 5.2 The Port of Seattle's decision to terminate the employment of Deanna
18 Zachrisson and Elaine Lincoln was motivated by reasons that contravene an important
19 mandate of public policy.

20 5.3 Port Commissioner John Creighton had unlawful retaliatory animus against Ms.
21 Zachrisson and Ms. Lincoln because they reported his unethical behavior and because they
22 refused his direction to violate federal law by extending illegal preferential leases to his
23 friends and political contributors.

24 5.4 Commissioner Creighton set in motion a series of events intended to cause an
25 adverse employment action. His conduct was the proximate cause and/or had some direct
26 relation to the ultimate action of the Port to terminate the employment of Ms. Zachrisson and
27 Ms. Lincoln.
28

1 5.5 Washington State has a clear public policy to encourage government employees
2 to report improper governmental action by local government officials including Port
3 Commissioners.

4 5.6 Washington State has a clear public policy to prohibit retaliation against
5 government employees who report in good faith corruption and unethical business practices by
6 local government officials including Port Commissioners.

7 5.7 Washington State has a clear public policy to prohibit retaliation against
8 government employees who refuse to follow directions from elected officials to violate state
9 and federal laws, including Federal Aviation Administration regulations barring
10 discriminatory leasing practices.
11

12 5.8 Through the actions set in motion by Commissioner Creighton, the Port of
13 Seattle terminated Ms. Zachrisson and Ms. Lincoln in retaliation for their refusal to follow the
14 direction of Commissioner John Creighton to extend preferential and unlawful leases to airport
15 Tenants with whom he shares personal, political, and financial ties; their refusal to break
16 federal law by implementing the preferential noncompetitive leases; and their reports of
17 corruption and unethical business practices by Commissioner Creighton.
18
19

20 5.9 As a direct and proximate result of the Port of Seattle's violations of public
21 policy, Ms. Zachrisson and Ms. Lincoln have suffered and continue to suffer economic
22 damages, including lost past and future wages and employment benefits, consequential
23 damages, and general damages in the form of injury to their reputations in their profession and
24 in their community, mental anguish, anxiety, humiliation, and embarrassment, all in amounts
25 to be proven at trial.
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VI. PRAYER FOR RELIEF

Based upon the foregoing, Plaintiffs ask this Court for the following relief:

- (a) Damages including, but not limited to, lost wages, including front and back pay, and lost medical, pension, and retirement benefits, and other lost employment benefits;
- (b) An award of damages to compensate Ms. Zachrisson and Ms. Lincoln for the harm they have suffered including injury to their reputations in their profession and in their community, mental anguish, anxiety, humiliation, and embarrassment, in an amount to be proved at trial;
- (c) Reinstatement of Plaintiffs to their former positions;
- (d) Reasonable attorney's fees and costs pursuant to RCW 49.48.030; and
- (e) Such other and further relief as this Court shall deem fair and equitable.

DATED this 14th day of September, 2016.

FRANK FREED SUBIT & THOMAS LLP

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

Pursuant to King County Code 4A.630.060, a faulty document fee of \$15 may be assessed to new case filings missing this sheet.

CASE NUMBER: _____
(Provided by the Clerk)

CASE CAPTION: DEANNA ZACHRISSON and ELAINE LINCOLN v. THE PORT OF SEATTLE
(New case: Print name of person starting case vs. name of person or agency you are filing against.)
(When filing into an existing family law case, the case caption remains the same as the original filing.)

Please mark one of the boxes below:


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.

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


Signature of Attorney

31702
WSBA Number

9/14/16
Date

or

Signature of person who is starting case

Date

Address, City, State, Zip Code of person who is starting case if not represented by attorney

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

CIVIL

Please check the category that best describes this case.

APPEAL/REVIEW

- Administrative Law Review (ALR 2)*
(Petition to the Superior Court for review of rulings made by state administrative agencies.(e.g. DSHS Child Support, Good to Go passes, denial of benefits from Employment Security, DSHS, L & I))

- DOL Revocation (DOL 2)*
(Appeal of a DOL revocation Implied consent-Test refusal ONLY.) RCW 46.20.308(9)

CONTRACT/COMMERCIAL

- Breach of Contract (COM 2)*
(Complaint involving money dispute where a breach of contract is involved.)

- Commercial Contract (COM 2)*
(Complaint involving money dispute where a contract is involved.)

- Commercial Non-Contract (COL 2)*
(Complaint involving money dispute where no contract is involved.)

- Third Party Collection (COL 2)*
(Complaint involving a third party over a money dispute where no contract is involved.)

JUDGMENT

- Abstract, Judgment, Another County (ABJ 2)
(A certified copy of a judgment docket from another Superior Court within the state.)

- Confession of Judgment (MSC 2)*
(The entry of a judgment when a defendant admits liability and accepts the amount of agreed-upon damages but does not pay or perform as agreed upon.)

- Foreign Judgment (from another State or Country) (FJU 2)
(Any judgment, decree, or order of a court of the United States, or of any state or territory, which is entitled to full faith and credit in this state.)

- Tax Warrant or Warrant (TAX 2)
(A notice of assessment by a state agency or self-insured company creating a judgment/lien in the county in which it is filed.)

- Transcript of Judgment (TRJ 2)
(A certified copy of a judgment from a court of limited jurisdiction (e.g. District or Municipal court) to a Superior Court.)

PROPERTY RIGHTS

- Condemnation/Eminent Domain (CON 2)*
(Complaint involving governmental taking of private property with payment, but not necessarily with consent.)
- Foreclosure (FOR 2)*
(Complaint involving termination of ownership rights when a mortgage or tax foreclosure is involved, where ownership is not in question.)
- Land Use Petition (LUP 2)*
(Petition for an expedited judicial review of a land use decision made by a local jurisdiction.) RCW 36.70C.040
- Property Fairness (PFA 2)*
(Complaint involving the regulation of private property or restraint of land use by a government entity brought forth by Title 64.)
- Quiet Title (QTI 2)*
(Complaint involving the ownership, use, or disposition of land or real estate other than foreclosure.)
- Residential Unlawful Detainer (Eviction) (UND 2)
(Complaint involving the unjustifiable retention of lands or attachments to land, including water and mineral rights.)
- Non-Residential Unlawful Detainer (Eviction) (UND 2)
(Commercial property eviction.)

OTHER COMPLAINT/PETITION

- Action to Compel/Confirm Private Binding Arbitration (MSC 2)
(Petition to force or confirm private binding arbitration.)
- Bond Justification (MSC 2)
(Bail bond company desiring to transact surety bail bonds in King County facilities.)
- Change of Name (CHN 5)
(Petition for name change, when domestic violence/antiharassment issues require confidentiality.)
- Certificate of Rehabilitation (MSC 2)
(Petition to restore civil and political rights.)
- Certificate of Restoration of Opportunity (MSC 2)
(Establishes eligibility requirements for certain professional licenses)
- Civil Commitment (sexual predator) (PCC 2)
(Petition to detain an individual involuntarily.)
- Deposit of Surplus Funds (MSC 2)
(Deposit of extra money from a foreclosure after payment of expenses from sale and obligation secured by the deed of trust.)
- Emancipation of Minor (EOM 2)
(Petition by a minor for a declaration of emancipation.)
- Foreign Subpoena (MSC 2)
(To subpoena a King County resident or entity for an out of state case.)

- Frivolous Claim of Lien (MSC 2)
(Petition or Motion requesting a determination that a lien against a mechanic or materialman is excessive or unwarranted.)
 - Injunction (INJ 2)*
(Complaint/petition to require a person to do or refrain from doing a particular thing.)
 - Interpleader (MSC 2)
(Petition for the deposit of disputed earnest money from real estate, insurance proceeds, and/or other transaction(s).)
 - Malicious Harassment (MHA 2)*
(Suit involving damages resulting from malicious harassment.) RCW 9a.36.080
 - Non-Judicial Filing (MSC 2)
(See probate section for TEDRA agreements. To file for the record document(s) unrelated to any other proceeding and where there will be no judicial review.)
 - Other Complaint/Petition (MSC 2)*
(Filing a Complaint/Petition for a cause of action not listed.)
 - Public records Act (PRA 2)*
(Actions filed under RCW 42.56.)
 - Receivership (MSC 2)
(The process of appointment by a court of a receiver to take custody of the property, business, rents and profits of a party to a lawsuit pending a final decision on disbursement or an agreement.)
 - Relief from Duty to Register (RDR2)
(Petition seeking to stop the requirement to register.)
 - Restoration of Firearm Rights (RFR 2)
(Petition seeking restoration of firearms rights under RCW 9.41.040 and 9.41.047.)
 - School District-Required Action Plan (SDR 2)
(Petition filed requesting court selection of a required action plan proposal relating to school academic performance.)
 - Seizure of Property from the Commission of a Crime-Seattle (SPC 2)*
(Seizure of personal property which was employed in aiding, abetting, or commission of a crime, from a defendant after conviction.)
 - Seizure of Property Resulting from a Crime-Seattle (SPR 2)*
(Seizure of tangible or intangible property which is the direct or indirect result of a crime, from a defendant following criminal conviction. (e.g., remuneration for, or contract interest in, a depiction or account of a crime.))
 - Structured Settlements- Seattle (MSC 2)
(A financial or insurance arrangement whereby a claimant agrees to resolve a personal injury tort claim by receiving periodic payments on an agreed schedule rather than as a lump sum.)
 - Vehicle Ownership (MSC 2)*
(Petition to request a judgment awarding ownership of a vehicle.)
- TORT, ASBESTOS**
- Personal Injury (PIN 2)*
(Complaint alleging injury resulting from asbestos exposure.)
 - Wrongful Death (WDE 2)*
(Complaint alleging death resulting from asbestos exposure.)

TORT, MEDICAL MALPRACTICE

- Hospital (MED 2)*
(Complaint involving injury or death resulting from a hospital.)
- Medical Doctor (MED 2)*
(Complaint involving injury or death resulting from a medical doctor.)
- Other Health care Professional (MED 2)*
(Complaint involving injury or death resulting from a health care professional other than a medical doctor.)
- TORT, MOTOR VEHICLE**
- Death (TMV 2)*
(Complaint involving death resulting from an incident involving a motor vehicle.)
- Non-Death Injuries (TMV 2)*
(Complaint involving non-death injuries resulting from an incident involving a motor vehicle.)
- Property Damages Only (TMV 2)*
(Complaint involving only property damages resulting from an incident involving a motor vehicle.)
- Victims Vehicle Theft (VVT 2)*
(Complaint filed by a victim of car theft to recover damages.) RCW 9A.56.078

TORT, NON-MOTOR VEHICLE

- Implants (PIN 2)
- Other Malpractice (MAL 2)*
(Complaint involving injury resulting from other than professional medical treatment.)

- Personal Injury (PIN 2)*
(Complaint involving physical injury not resulting from professional medical treatment, and where a motor vehicle is not involved.)
- Products Liability (TTO 2)*
(Complaint involving injury resulting from a commercial product.)
- Property Damages (PRP 2)*
(Complaint involving damage to real or personal property excluding motor vehicles.)
- Property Damages-Gang (PRG 2)*
(Complaint to recover damages to property related to gang activity.)
- Tort, Other (TTO 2)*
(Any other petition not specified by other codes.)
- Wrongful Death (WDE 2)*
(Complaint involving death resulting from other than professional medical treatment.)

WRIT

- Habeas Corpus (WHC 2)
(Petition for a writ to bring a party before the court.)
- Mandamus (WRM 2)**
(Petition for writ commanding performance of a particular act or duty.)
- Review (WRV 2)**
(Petition for review of the record or decision of a case pending in the lower court; does not include lower court appeals or administrative law reviews.)

* The filing party will be given an appropriate case schedule at time of filing.

** Case schedule will be issued after hearing and findings.