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KING COUNTY
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CASE #: 25-2-25788-6 SEA

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

THE CITY OF SEATTLE, a municipal)
corporation,) No.
)
Plaintiff,) **COMPLAINT**
)
vs.)
)
EXXEL PACIFIC, INC., a Washington for)
profit corporation, and DOES I-V,)
)
Defendants.)
_____)

COMES NOW Plaintiff The City of Seattle, by and through Ann Davison, Seattle City Attorney, and Adrienne E. Harris, Assistant City Attorney, and for claims against Defendants alleges and avers as follows:

I. PARTIES AND JURISDICTION

1.1 Plaintiff The City of Seattle (City) is a municipal corporation of the first class organized and existing under the laws of the State of Washington, which conducts business in King County, Washington. Seattle City Light is a department of Plaintiff City.

1.2 Upon information and belief, Defendant Exxel Pacific, Inc. is a for profit corporation formed in the State of Washington, doing business in Seattle, King County, Washington.

1 1.3 DOES I-V are individuals or entities who applied for, agreed to, contracted for, or
2 otherwise benefited from the services, benefits, and acts complained of herein.

3 1.4 All relevant actions complained of herein occurred in Seattle, King County,
4 Washington.

5 1.5 The Court has jurisdiction over the parties, and the subject matter of this action.

6 1.6 Venue is proper in King County Superior Court at Seattle.

7 **II. CAUSE OF ACTION – BREACH OF CONTRACT**

8 2.1 On or about January 29, 2021, Defendants submitted an application to Seattle City
9 Light requesting construction temporary electrical power services at 924 North 143rd Street,
10 Seattle, Washington.

11 2.2 Plaintiff provided and Defendants received temporary electrical power services as
12 ordered by Defendants from February 9, 2021, through December 2, 2022.

13 2.3 On or about September 9, 2022, Seattle City Light issued a final invoice for the
14 temporary electrical power services provided to Defendants. The invoice “Due Date,” with
15 “Payment Terms” of one year, demanded payment by September 9, 2023.

16 2.4 Despite Plaintiff’s demands to Defendants for payment, Defendants have failed to
17 remit any amount due for services provided by Plaintiff and invoiced in the September 9, 2022,
18 final invoice.

19 2.5 As a result of Defendants’ material breach of agreements with Plaintiff, Plaintiff
20 has suffered actual monetary, consequential, and other damages, including but not limited to the
21 value of the services provided to Defendants.

22 **WHEREFORE**, having asserted claims against Defendants, Plaintiff prays for the
23 following relief:

- 1 1. For Judgment against Defendants.
- 2 2. For Monetary Damages, Consequential Damages, Specific Performance, Quantum
3 Meruit, and any other damages as allowed by law;
- 4 3. For prejudgment interest at the maximum legal rate of 12 percent per annum from
5 September 9, 2023, to the date of Judgment pursuant to RCW 19.52.010(1), and/or otherwise as
6 allowed by law;
- 7 4. For post judgment interest at the maximum legal rate of 12 percent per annum until
8 the Judgment is satisfied in full pursuant to RCW 4.56.110(6), 19.52.010(1), 19.52.020(1), and/or
9 otherwise as allowed by law;
- 10 5. For costs and attorney fees pursuant to RCW 4.84.010, and/or as otherwise allowed
11 by law;
- 12 6. For such other and additional relief as is deemed just and equitable.

13 **DATED** this 5th day of September, 2025.

14 ANN DAVISON
15 Seattle City Attorney

16 By: /s/ Adrienne E. Harris
17 Adrienne E. Harris, WSBA #28784
18 Assistant City Attorney
19 Attorneys for Plaintiff The City of Seattle

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