

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 09-cv-02413-WYD-KMT

CROSS CONTINENT DEVELOPMENT, LLC, a Colorado limited liability corporation,

Plaintiff,

v.

TOWN OF AKRON, Colorado, a Colorado municipal corporation;
THE AKRON TOWN COUNCIL;
CARL S. McGUIRE II, Esq., in his official capacity as Attorney for the Town of Akron;
THE BOARD OF TRUSTEES OF THE TOWN OF AKRON; and
THE COLORADO PLAINS REGIONAL AIRPORT DEVELOPMENT COMMITTEE,

Defendants.

FINAL JUDGMENT

Pursuant to and in accordance with Fed. R. Civ. P. 58(a) and the orders entered during the pendency of this case, the following FINAL JUDGMENT is hereby entered.

I. Pursuant to Plaintiff's Unopposed Notice of Dismissal of Claims Against Defendants Akron Town Council, the Board of Trustees of the Town of Akron and the Colorado Plains Regional Airport Development Committee (ECF Doc. No. 122), filed on July 30, 2012, by the Honorable Wiley Y. Daniel, Chief United States District Judge, and incorporated herein by reference as if fully set forth, it is

ORDERED that defendants The Akron Town Council; The Board of Trustees of the Town of Akron; and The Colorado Plains Regional Airport Development Committee are **DISMISSED.**

II. This matter came before the Court and a jury of ten duly sworn to try the matter

on August 20, 2012, the Honorable Wiley Y. Daniel, United States District Judge, presiding. On August 29, 2012, the jury returned its verdict as follows:

Verdict

I. BREACH OF CONTRACT

1. Do you find that Plaintiff Cross Continent Development, LLC has proven, by a preponderance of the evidence, its claim against Defendant Town of Akron for breach of contract?

Answer: No

If you answered "Yes" to Question 1, proceed to Question 2.

If you answered "No" to Question 1, do not answer the remaining question, and sign and date the verdict form.

II. DAMAGES

2. What amount of damages will reasonably and fairly compensate the Plaintiff Cross Continent Development, LLC for any losses suffered that were proximately caused by the violation set forth in your answer to Question 1? Answer in dollars and cents in the space below:

Compensatory Damages against Town of Akron: \$_____

Verdict

I. FOURTEENTH AMENDMENT - PROCEDURAL DUE PROCESS

1. Do you find that Plaintiff Cross Continent Development, LLC has proven, by a preponderance of the evidence, its claim against Defendant Town of Akron for violation of its

federal constitutional right to procedural due process pursuant to 42 U.S.C. § 1983 and the 14th Amendment to the United States Constitution?

Answer: No

Proceed to Question 2.

2. Do you find that Plaintiff Cross Continent Development, LLC has proven, by a preponderance of the evidence, its claim against Defendant Carl McGuire for violation of its federal constitutional right to procedural due process pursuant to 42 U.S.C. § 1983 and the 14th Amendment to the United States Constitution?

Answer: No

Proceed to Question 3.

II. FOURTEENTH AMENDMENT - SUBSTANTIVE DUE PROCESS

3. Do you find that Plaintiff Cross Continent Development, LLC has proven, by a preponderance of the evidence, its claim against Defendant Town of Akron for violation of its federal constitutional right to substantive due process pursuant to 42 U.S.C. § 1983 and the 14th Amendment to the United States Constitution?

Answer: No

Proceed to Question 4.

4. Do you find that Plaintiff Cross Continent Development, LLC has proven, by a preponderance of the evidence, its claim against Defendant Carl McGuire for violation of its federal constitutional right to substantive due process pursuant to 42 U.S.C. § 1983 and the 14th Amendment to the United States Constitution?

Answer: No

If you answered "Yes" to ANY of Question 1, Question 2, Question 3, or Question 4, proceed to Section III.

If you answered "No" to Question 1, Question 2, Question 3, AND Question 4, do not answer the remaining questions, and sign and date the verdict form.

III. DAMAGES

5. What amount of damages will reasonably and fairly compensate Plaintiff Cross Continent Development, LLC for any losses suffered that were proximately caused by one or more of the violations set forth in your answers to Questions 1-4? Answer in dollars and cents in the space below:

Compensatory Damages against Town of Akron: \$ _____

Compensatory Damages against Carl McGuire: \$ _____

If you awarded compensatory damages against Carl McGuire, proceed to Question 6. If you awarded no damages against Carl McGuire, do not answer the next question, and sign and date the verdict form.

IV. PUNITIVE DAMAGES

6. If you have awarded compensatory damages to Plaintiff, and if you found Defendant McGuire liable under Question 2 or 4, what amount of punitive damages, if any, do you award against Defendant McGuire? Answer in dollars and cents in the space below:

Defendant McGuire: \$ _____

[State the amount or, if none, write the word "none."]

IT IS THEREFORE

ORDERED that final judgment is hereby entered in favor of Defendants, Town of Akron, Colorado, a Colorado municipal corporation; The Akron Town Council; Carl S. Mcguire II, Esq., in his official capacity as Attorney for the Town of Akron; the Board of Trustees of the Town of Akron; and The Colorado Plains Regional Airport Development Committee, and against Plaintiff, Cross Continent Development, LLC, a Colorado limited liability corporation, on Plaintiff's claims of Breach of Contract, Fourteenth Amendment - Procedural Due Process, and Fourteenth Amendment - Substantive Due Process claims. It is further

ORDERED that plaintiff's second amended complaint and this civil action are dismissed with prejudice. It is further

ORDERED that Defendants shall have their costs by the filing of a Bill of Costs with the Clerk of this Court within fourteen (14) days of entry of judgment.

DATED at Denver, Colorado this 6th day of September, 2012.

FOR THE COURT:

APPROVED AS TO FORM:

GREGORY C. LANGHAM, CLERK

s/ Wiley Y. Daniel
WILEY Y. DANIEL,
CHIEF UNITED STATES DISTRICT JUDGE

s/ Edward P. Butler
Edward P. Butler,
Deputy Clerk