

This Settlement Agreement and Release ("Agreement") is entered into between SHAWNA MCINTIRE ("Plaintiff"), represented by Northwest Justice Project, and HOUSING AUTHORITY OF SNOHOMISH COUNTY, ("Defendant"), represented by Timothy J. Repass and Josephine Meyer, Plaintiff and Defendant are referred to as the "Parties."

RECITALS

WHEREAS Plaintiff filed a Complaint in United States District Court for the Western District of Washington alleging that Defendant violated her rights under VAWA, the Due Process Clause, and other related claims.

WHEREAS Defendant denies liability.

WHEREAS the Court entered an order of partial summary judgment as to liability on Plaintiff's claims for violation of the Violence Against Women Act, the Due Process Clause of the United States Constitution, breach of lease, and the state tort of conversion.

WHEREAS the Parties, for the sole purpose of avoiding the time and expense of unnecessary litigation, desire to compromise, settle, and release any and all claims, including future claims, related to or arising from the allegations in Plaintiffs Complaint, and any and all claims that Housing Authority of Snohomish County may have.

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS SET FORTH HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. **Compensation to Plaintiff.** Defendant shall pay to Plaintiff the sum of \$200,000 as economic damages, which is intended to provide compensation for Plaintiff's loss of property due to the lost voucher and personal property. Such payment shall be made by single check payable to Shawna McIntire.
2. **Fees and Costs.** The Parties shall bear their own fees and costs and no award of fees or costs shall be made.
3. **Payment.** Payment as agreed herein shall be made within 30 days of the signing of this Agreement.
4. **Vacation of state court judgment.** Defendant shall stipulate to and join in a motion to vacate the judgment in Snohomish County Superior Court cause number 21-2-05628-31, the unlawful detainer action by Defendant against Plaintiff. Such motion shall be filed by the Plaintiff based on CR 60(b)(6) and (11) and Defendant shall join in the motion. The parties shall rely on the sole representation to the state court that the parties have resolved the matter pursuant to this Settlement Agreement and that the judgment should be discharged or vacated and the matter dismissed. The Parties acknowledge that Plaintiff shall have no right of possession or occupancy to the Premises that was the subject of that action as a result of the motion. In the event that the Court declines to vacate the judgment and dismiss the unlawful detainer, the Parties agree to entry of a satisfaction of judgment in the underlying eviction action. The Parties shall authorize their attorneys to enter any notice of appearance required to comply with this paragraph.

The Parties agree that no fees, costs, or other relief aside from vacation of the judgment and dismissal of the unlawful detainer shall be agreed to or awarded pursuant to the motion.

5. **Voucher waitlist.** HASCO will place Ms. McIntire's name at or near the top of the waitlist for a Housing Choice Voucher from HASCO as compensation for not giving Ms. McIntire a hearing after removing assistance from her family in March of 2020. The Parties agree that HASCO will not deny voucher assistance for any of the permissive denial reasons under 24 CFR 982.552 (c) and 24 CFR 982.553 (a). HASCO will complete this as soon as reasonably possible, considering whether public notice or other procedures must be utilized to add Ms. McIntire to the waitlist.
6. **Requirement for training.** Defendant shall undertake training for all of its employees HASCO shall undertake training for all of its property management and voucher program administrative staff to inform these employees of HASCO's responsibilities under the Violence Against Women Act. Such training shall, at a minimum, include HASCO's responsibilities to provide HUD Forms 5380 and 5382 as required by 24 CFR sec. 2.2005; HASCO's responsibility to conduct the family breakup procedure required by 24 CFR 2.2005; and HASCO's responsibilities to victims of domestic violence in households served by VASH vouchers as stated in HUD PIH 2017-08 at page 33. Defendant shall use a contractor who is a qualified HUD Technical Assistance grantee or Office of Violence Against Women grantee to provide the training. Defendant shall complete this training as reasonably promptly after signing of this Agreement, but in no case later than six months after the signing of this Agreement. Defendants shall obtain confirmation of attendance for each individual who receives the training, including the date, course instructor name, length of the course, and the name of the individual completing the training. Defendants shall submit these confirmations to Plaintiff's attorneys within 30 days of receiving them. Defendants shall thereafter complete similar training for all new employees, agents, or managers with an effective start date after the time of the previous training and provide confirmation to Plaintiff's attorneys, for which a recording training of the original training will suffice. Defendant shall only be obligated to provide confirmation of training to Plaintiff's attorneys for a period of one year from the date of this Agreement.
7. **Media Contact.** The Parties shall not initiate contact with media regarding the contents of this settlement, nor shall either Party disparage the other publicly. Northwest Justice Project shall not issue a press release or publicly advertise on its Web site, social media, or other mass communication system regarding the contents of this settlement. This clause does not restrict either Party from responding to requests for information about the litigation or this settlement. Nor does this clause prohibit either Party from discussing the contents of this settlement or litigation with their attorneys, tax advisors, law enforcement, or other government agency.
8. **Waiver and Release.** The Parties mutually waive and release each other from any claims they have now asserted in this action or could have asserted against each other, whether known or unknown.
9. **Dismissal and retention of jurisdiction.** Upon signing of this Agreement, the Parties shall submit a stipulated motion for dismissal pursuant to FRCP 41, in a form

substantially similar to Attachment A to this Agreement, the effectiveness of which is conditioned upon the Court incorporating the terms of the settlement into its dismissal order and retaining jurisdiction to effectuate the dismissal order. The proposed order to the Court shall request that the Court approve the settlement, incorporate the settlement into the order of dismissal, and retain jurisdiction to effectuate the terms of the settlement.

10. **Court Rejection.** If the Court declines to sign the proposed Dismissal Order as referenced in Paragraph 9 of this Agreement, the Parties shall negotiate in good faith to cure any deficiency identified by the Court or find another mutually agreeable resolution that preserves the Agreement.
11. **Enforcement.** The terms of this Agreement are contractual and not mere recital and may be specifically enforced by either party. In the event any Party must seek enforcement of this Settlement Agreement, the prevailing party shall be entitled to their attorneys fees and costs as allowable under the claims and defenses in the underlying action that is the subject of this Agreement.
12. No modification to any provision contained in this Agreement shall be binding upon any party unless made in writing and signed by all the parties.
13. The Parties agree that they each have consulted with their respective counsel with regard to the covenants and information contained in this Settlement Agreement.

Dated 6/4/2024

Shawna McIntire
SHAWNA MCINTIRE
Plaintiff

Dated 6/4/2024

Duane Leonard
For Defendant,
HOUSING AUTHORITY OF SNOHOMISH COUNTY