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SUPERIOR COURT OF WASHINGTON FOR KING COUNTY

ESTATE OF ANTONIO MAYS, JR. by and through the personal representative of the Estate of Antonio Mays, Jr., and ANTONIO MAYS, SR.;

Plaintiffs,

v.

CITY OF SEATTLE, a government entity;
STATE OF WASHINGTON, a government entity;
KING COUNTY, a government entity;
JENNY ANNE DURKAN, in her individual capacity, and JANE DOE DURKIN and the marital community property composed thereof;
JENNY ANNE DURKAN, in her official capacity as Mayor of the City of Seattle;
KSHAMA SAWANT, in her individual capacity, JOHN DOE SAWANT and the marital community property thereof;
KSHAMA SAWANT, in her official capacity as a member of the Seattle City Council;
DOES 1-100,

Defendants.

Cause No.

PLAINTIFFS' COMPLAINT FOR WRONGFUL DEATH, PERSONAL INJURIES, ECONOMIC LOSS, AND OTHER RELIEF

1 **INTRODUCTION**

2 This action is brought to seek redress and some measure of justice from the Defendants
3 for the tragedy they caused on June 29, 2020, when 16-year-old Antonio Mays, Jr., was shot
4 and left to die without the assistance he was entitled to by the government. Antonio’s injuries
5 directly caused by the Defendants resulted in tremendous pain and suffering before his death,
6 leaving his family, friends, and community with an unimaginable and irreplaceable loss.
7 Antonio’s family prays that through this lawsuit, the Defendants will be held accountable for
8 the actions an inaction they took that resulted in Antonio’s death and that a process will be put
9 into place to lessen the chances that such a thing could happen to anyone else in the future.

10 Antonio Mays, Jr. was shot and bled out while trying to escape while being barricaded
11 at the “CHOP or “CHAZ” area in the City of Seattle, which the city abandoned without a
12 working plan to provide essential services, creating a danger.



23 Antonio, described by his family as kindhearted, caring, and passionate about civil
24 rights, was lured into the CHOP area by Mayor Durkin’s positive statements about the area on
25 television and went to CHOP with the intention of participating in what we thought to be a
26 peaceful protest in support of the Black Lives Matter movement.

1 Sadly, Antonio soon realized that there was nothing peaceful about CHOP. In the days
2 leading up to Antonio’s murder, there were countless acts of violence committed inside CHOP
3 and multiple fatal shootings including but not limited to: fatal shooting of Lorenzo Anderson
4 on June 20, 2020. In the early hours of June 29, 2020, Antonio was shot by CHOP
5 “security/cops,” a makeshift security squad comprised of civilian residents of the CHOP area,
6 trained by the Seattle Police Department according to “Sentinel Event Review of Police
7 Response to 2020 Protests in Seattle” written by Seattle Office of Inspector General (*Attached*
8 *hereto as Exhibit 1*).

9 CHOP medics who were essentially good Samaritans attempted to provide aid,
10 deciding at 3:05 am to transport Antonio out of CHOP for emergency assistance when Seattle
11 Paramedics failed at their duty to provide the much-needed assistance. Rather than waiting for
12 assistance to come to them, due to the severity of his injuries they decided to transport him.

13 CHOP medics drove Mr. Mays to meet paramedics at a pre-arranged staging location
14 on 14th and Union which was communicated on the phones. When the CHOP medics arrived,
15 the paramedics did a U-turn and sped away in the other direction. The CHOP medics frantically
16 followed the paramedics, perplexed as to why they were driving away instead of helping
17 Antonio, who was clearly in dire need of live-saving medical attention. At one point, the medics
18 caught up with the paramedics again, but the paramedics sped off once again. The civilian
19 medics continued to pursue the ambulance, ultimately making contact with the paramedics in a
20 parking lot. The CHOP medics pulled into the lot at 3:22 am to transfer Mr. Mays to SFD for
21 transport to Harborview.

22 Unfortunately, it was too late. By the time they got Antonio to the car, he had died.
23 Shockingly, there were no attempts made by the paramedics to resuscitate Antonio.

24 Although the City directive was for the police or first responders not to enter the CHOP
25 zone without prior permission, there was no limitation to allowing assistance outside of the
26 CHOP zone. The CHOP medics followed the agreed-upon protocol and drove Antonio to a
27 meeting point to transfer him into the care of first responders so that he could receive live-

1 saving medical care. Instead of fulfilling their duty to Antonio, the paramedics refused to
2 provide medical assistance, despite knowing it was urgently needed.

3 The actions and inactions by the City of Seattle created a dangerous situation in and
4 around the CHOP. Further, the city failed to have a plan for providing police protection, fire
5 department protection, or any other emergency services. As a result, Antonio's Due Process
6 Rights to be free of state-created danger as prescribed by the Washington State Constitution
7 were disregarded.

8 The government further violated Antonio's civil rights by acting under color of state
9 law while depriving him of his life and liberty. The City of Seattle, County of King, State of
10 Washington and their actors and agents carried out outrageous conduct and encouraged the City
11 of Seattle and others from participating or engaging in similar dangerous conduct. Crime soared
12 in CHOP after the city abandoned the area. The City of Seattle instituted protocols and practices
13 that emboldened the lawlessness in this zone and engaged in affirmative conduct that placed
14 Antonio in foreseeable danger and made it difficult for emergency services to adequately
15 respond.

16 Despite knowledge of the violence, chaos, danger, and potential danger, Seattle leaders
17 failed Antonio and encouraged lawlessness to reign. The Defendants are responsible for the
18 death of Antonio Mays, Jr., a kind, friendly soul, who was an asset to his community.

19 The city had knowledge of prior teen death of Lorenzo Anderson, a disable black
20 teenager who was shot and killed on June 20, 2020. Due to this notice and other events of
21 mayhem violence and terror the City of Seattle failed to close the CHOP down as they should
22 have.

23 I. PARTIES

24 1.1 Antonio Mays, Jr. is a deceased individual, who at the time of his death was
25 under the care and custody of his father, Antonio Mays, Sr. The Superior Court of King County
26 has appointed Antonio Mays, Sr. as the personal representative of the Estate of Antonio Mays,
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1 Jr. Antonio Mays, Sr. as personal representative of the Estate of Antonio Mays, Jr., brings this
2 action on behalf of the Estate of Antonio Mays, Jr.

3 1.2 Antonio Mays, Sr. is an individual who resides in Los Angeles. He is the
4 surviving father of the decedent, Antonio Mays, Jr., and resided with him at the time of his
5 death. Antonio Mays, Sr. was Antonio's primary caregiver responsible for Antonio's
6 emotional, psychological, and financial needs at the time of his death. Antonio Mays, Sr.'s
7 claims in this action are brought on his behalf by the personal representative of the Estate of
8 Antonio Mays, Jr.

9 1.3 Defendant City of Seattle is a first-class city, as described in RCW 35.22.010
10 and is governed and organized in accordance with the Washington State Constitution Article
11 11, Section 10, Amendment 40. The City of Seattle is liable for the acts and omissions of city
12 employees and officers. A true and correct copy of the Washington State Constitution is
13 attached hereto as **Exhibit 2**.

14 1.4 Defendant State of Washington is a governmental entity and is responsible for
15 the acts and omissions of its employees, officers, and municipalities.

16 1.5 Defendant King County is a governmental entity responsible for the acts and
17 omissions of its employees and officers.

18 1.6 Defendant Does 1 through 100, are unknown agents and/or coconspirators
19 whose identities will be provided when they become known.

20 II. NOTICE OF CLAIMS FILED

21 2.1 Notice of Claim was filed with the City of Seattle on behalf of Antonio Mays,
22 Sr. on July 18, 2022. More than 60 days have elapsed since this claim was filed before the filing
23 of this complaint against Defendant City of Seattle in the above-entitled court. The filing of this
24 claim properly satisfied the notice and other procedural requirements of RCW 4.96 et. seq. A
25 true and correct copy of RCW 4.96 et. seq. and the Notice of Claim is attached hereto as **Exhibit**
26 **3**.

27 2.2 Notice of Claim was filed with the State of Washington on behalf of Antonio

1 Mays, Sr. on July 18, 2022. More than 60 days have elapsed since this claim was filed before
2 the filing of this complaint against Defendant City of Seattle in the above-entitled court. The
3 filing of this claim properly satisfied the notice and other procedural requirements of RCW 4.96
4 et. seq. See **Exhibit 3**.

5 2.3 Notice of Claim was filed with King County on behalf of Antonio Mays, Sr. on
6 July 18, 2022. More than 60 days have elapsed since this claim was filed before the filing of
7 this complaint against Defendant City of Seattle in the above-entitled court. The filing of this
8 claim properly satisfied the notice and other procedural requirements of RCW 4.96 et. seq. See
9 **Exhibit 3**.

10 2.4 Notice of Claim was filed with the City of Seattle on behalf of the Estate of
11 Antonio Mays, Jr. on July 18, 2022. More than 60 days have elapsed since this claim was filed
12 before the filing of this complaint against Defendant City of Seattle in the above-entitled court.
13 The filing of this claim properly satisfied the notice and other procedural requirements of RCW
14 4.96 et. seq. See **Exhibit 3**.

15 2.5 Notice of Claim was filed with the State of Washington on behalf of the Estate
16 of Antonio Mays, Jr. on July 18, 2022. More than 60 days have elapsed since this claim was
17 filed before the filing of this complaint against Defendant City of Seattle in the above-entitled
18 court. The filing of this claim properly satisfied the notice and other procedural requirements
19 of RCW 4.96 et. seq. See **Exhibit 3**.

20 2.6 Notice of Claim was filed with King County on behalf of the Estate of Antonio
21 Mays, Jr. on July 18, 2022. More than 60 days have elapsed since this claim was filed before
22 the filing of this complaint against Defendant City of Seattle in the above-entitled court. The
23 filing of this claim properly satisfied the notice and other procedural requirements of RCW 4.96
24 et. seq. See **Exhibit 3**.

25 **III. JURISDICTION**

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1 which she stated that the Seattle Police would try something new to keep protestors at bay after
2 prior measures had been unsuccessful. She stated: “We’re not going to evacuate or abandon the
3 East Precinct.” and continued “We will be hardening the East Precinct facility by boarding up
4 the exterior windows, and applying fire retardant to the building exterior and installing
5 fencing.” A true and correct copy of the statement is attached hereto as **Exhibit 8**.

6 4.7 Despite Chief Best’s proclamation, on June 8, 2020, the City and SPD made the
7 extraordinary decision to abandon the East Precinct entirely. The SPD boarded up the building,
8 removed all valuables, and walked away.

9 4.8 The City left behind at the precinct and in the surrounding areas large barriers
10 that had been used in previous days to try to limit the movements of protestors and despite Chief
11 Best’s words, the Seattle Police Department East Precinct became overtaken by protestors who
12 vandalized and destroyed the precinct.

13 4.9 Predictably, almost immediately after the Seattle Police Department abandoned
14 the precinct and the barriers, occupants used the barriers to block off streets in the area and
15 create a “no-cop” zone. Initially, the blocked off area extended to all streets within one block
16 from the precinct and The Capitol Hill Autonomous Zone (CHAZ), also identified as the Free
17 Capitol Hill, the Capitol Hill Occupied Protest, or the Capitol Hill Organized Protest (CHOP)
18 was born.



1 4.10 The abandonment of the East Precinct was celebrated by Defendant Sawant
2 who, acting under color of law, encouraged the CHOP participants to engage in lawfulness, and
3 used the power of her office to open the doors of city hall to protestors. In the words of
4 Defendant Durkan, Sawant used “her office ‘in violation of the law’ in a fashion that “recklessly
5 undermines the safety of others, all for political theater.” A true and correct copy of Sawant’s
6 statements is attached hereto as **Exhibit 9**.

8 4.11 Defendant Sawant’s actions were so egregious that she faced recall charges. The
9 Washington Supreme Court opinion dated April 1, 2021 affirms that Sawant “used city
10 resources to promote a ballot initiative and failed to comply with public disclosure
11 requirements, disregarded state orders related to COVID-19 and endangered the safety of city
12 workers and other individuals by admitting hundreds of people into city hall while it was closed
13 to the public.” The court further acknowledged that Sawant “led a protest march to Mayor Jenny
14 Durkan’s private residence, the location of which Councilmember Sawant knew was protected
15 under state confidentiality laws” which constituted a violation of the Seattle city code regarding
16 confidentiality. Led and encouraged by Sawant, protesters defaced and damaged Mayor
17 Durkan’s home. A true and correct copy of the summary of the protest is attached hereto as
18 **Exhibit 10**.

20 4.12 Without any police presence and encouragement from public officials, the
21 CHOP participants organized themselves, declared the area “Free Capitol Hill” and stationed
22 guards by the barriers that the City had abandoned, thereby creating borders for the occupied
23 area. True and correct copies of the guards are attached hereto as **Exhibit 11**. IN FACT, THE
24 CITY PROVIDED THE BARRIERS AND ENCORAGED THE CHOP. True and correct
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1 copies of work orders for the barriers are attached hereto as **Exhibit 12**. The area later expanded,
2 was referred to as CHAZ for several days, and eventually became known as CHOP.

3 4.13 CHOP's unofficial boundaries stretched north to East Denny Way, east to 13th
4 Avenue, south to East Pike Street, and west to Broadway. It encompassed the entirety of Cal
5 Anderson Park and sixteen city blocks in all. A true and correct copy of the map of CHOP is
6 attached hereto as **Exhibit 13**.
7



19 **B. The Activities of CHOP Participants**

20 4.14 When the Seattle Police Department vacated Capitol Hill, the CHOP participants
21 claimed the area as their own with a physical boundary and a loose form of governance and
22 justice.

23 4.15 CHOP participants-maintained borders with barriers and people patrolling the
24 perimeter, as well as vehicles parked in the middle of rights-of-way.

25 4.16 Many CHOP participants lived on the streets and sidewalks in Cal Anderson
26 Park, in tents such as the following:
27



4.17 They painted graffiti on most available surfaces, and if a property owner painted over the graffiti, the graffiti was typically replaced within a few hours.

4.18 CHOP participants even threatened business owners with retaliation if they painted over graffiti.

4.19 Examples of the pervasive graffiti included the following:



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4.20 CHOP participants occupied the streets and sidewalks 24 hours a day
Between June 8 and July 1, 2020, in lawlessness and chaos.

4.21 CHOP participants were observed carrying guns in the public streets and parks
in broad daylight.

4.22 Cal Anderson Park was one of the focal points of CHOP. The approximately
seven-acre City Park was left entirely to the CHOP participants. The City supported and
enabled CHOP's occupation of the park by providing washing/sanitation facilities, portable
toilets, barriers, and other materials that encouraged the encampment to continue. See **Exhibit
12.**

4.23 As a result of the City's actions, Cal Anderson Park was transformed into a
massive tent city for CHOP participants, as shown here:



4.24 Members of the public could no longer use Cal Anderson Park. CHOP's control

1 of the park continued unabated for weeks, as shown in the below pictures taken the afternoon
2 of June 23, 2020:



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9 4.25 CHOP participants even built makeshift gardens on the park’s lawn to grow
10 food for CHOP. The City handed over forfeited public property for this use, as shown here:



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18 4.26 CHOP’s control of Cal Anderson Park was a central nuisance to local residents
19 and businesses. Cal Anderson Park was one of the most violent areas of CHOP. Local residents
20 observed individuals in Cal Anderson Park carrying firearms.
21

22 **C. The City Actively Supported and Encouraged CHOP and CHOP**
23 **Participants**

24 4.27 In the face of all this destruction Mayor Durkan celebrated the existence,
25 message, and methods of CHOP and CHOP Participants. She did this with physical support
26 and extensive verbal support and encouragement that expressly endorsed the barricading and
27

1 occupation of City streets and parks. The Fire Chief had friendly text conversations with the
2 self-proclaimed “Warlord” of CHOP, Raz Simone, who was frequently seen walking around
3 the area with an AK-47 and handed assault rifles out to CHOP participants from his personal
4 stockpile of weapons in the trunk of his car.
5



16 4.28 Mayor Durkan knew the CHOP activity was dangerous to the health and safety
17 of the community and needed to be controlled. She delegated authority to the Fire Chief and
18 Police Chief “direction of any necessary population and property protection, as well as control
19 of incidents and maintenance of public peace and order.” She followed that with a statement
20 that “[o]ther departments and personnel will assist as requested.” In the proclamation, Mayor
21 Durkan stated:
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23 This Proclamation shall be terminated by the issuance of another
24 proclamation of when I determine that extraordinary measures
25 are no longer required for the protection of the public peace,
26 safety and welfare, or by passage of a termination resolution by
27 vote of not less than two-thirds (2/3) of all the members of the
City Council. Before termination of this civil emergency, I or the
City Council shall consult with the Chief of Police, the Fire
Chief, the Director of Public Health, and the Director of
Emergency Management to determine if there are any fiscal,

1 public safety response or disaster recovery imperatives that
2 require the continuation of emergency measures.

3 A true and correct copy of Mayor Durkan's Proclamation is
4 attached hereto as **Exhibit 14**.

5 4.29 Since the day the East Precinct was abandoned, the City had full knowledge
6 of the problems created for residents and the general public. The City nevertheless adopted
7 a policy that supported the CHOP occupation and acted with deliberate indifference toward
8 those suffering harms from it. Evidence of the City's knowledge includes the following:

9 a. At a June 11, 2020 press conference with Mayor Durkan, Chief Best
10 made it clear that the City was fully aware that its 9-1-1 response times had tripled and
11 that there was a serious public-safety crisis for anyone who lived or worked in CHOP.

12 b. On June 16, 2020, the City stated via a press release from the Mayor's
13 office:

14 Beginning last Tuesday, City officials have been on site on Capitol
15 Hill to work [to] meet community needs including
16 hygiene, sanitation and safety. Utilities including Puget Sound
17 Energy and SPU have been able to respond to the area for service.
18 Seattle Police Chief Carmen Best has visited the site multiple
19 times. Over the past week, conversations continued between City
20 officials, organizers onsite for the CHOP, residents
21 and businesses. ... Every day, Seattle Fire Chief Harold
22 Scoggins, Seattle Department of Transportation Director Sam
23 Zimbabwe, and Seattle Public Utilities General Manager Mami
24 Hara have been on site. On Sunday, they held a meeting with
25 onsite organizers, small businesses, and residents to discuss
26 proposed changes to the protest zone.

27 c. On information and belief, Mayor Durkan and the Seattle Police
Department were inundated with complaints about CHOP that described in detail the
public danger.

d. In response, Mayor Durkan's office provided a stock response
acknowledging that the City is "maintaining" a space for CHOP, including by, for

1 example, providing a “sturdier concrete barrier” to help CHOP block a public street.

2 The stock response states in pertinent part as follows:

3 Thank you for reaching out.

4 The Capitol Hill Organized Protest has emerged as a gathering
5 place where community members can demand change of their
6 local, state, and federal government. Capitol Hill and Cal
7 Anderson Park have long been a gathering place for justice. While
8 there have been inaccurate and misleading depictions of the CHOP
9 from the President and some national media, the City believes first
10 amendment activities can continue while also maintaining public
11 safety and allowing access for residents and businesses who
12 operate in the area. Mayor Durkan believes these changes can help
13 ensure any focus of the CHOP and Cal Anderson will allow for
14 peaceful demonstrations to continue.

15 Beginning last Tuesday, City officials have been on site on
16 Capitol Hill to work [to] meet community needs including
17 hygiene, sanitation and safety. Utilities including Puget Sound
18 Energy and SPU have been able to respond to the area for
19 service. Seattle Police Chief Carmen Best has visited the site
20 multiple times. Over the past week, conversations continued
21 between City officials, organizers onsite for the CHOP,
22 residents and businesses. The City is committed to maintaining
23 space for community to come to together, protest and exercise
24 their first amendment rights. Minor changes to the protest zone
25 will implement safer and sturdier barriers to protect individuals
26 in this area, allow traffic to move throughout the Capitol Hill
27 neighborhood, ease access for residents of apartment building in
the surrounding areas, and help local businesses manage
deliveries and logistics. Additionally, all plans have been
crafted with the goal of allowing access for emergency
personnel including fire trucks. Everyday, Seattle Fire
Chief Harold Scoggins, Seattle Department of
Transportation Director Sam Zimbabwe, and Seattle Public
Utilities General Manager Marni Hara have been on site. On
Sunday, they held a meeting with onsite organizers, small
businesses, and residents to discuss proposed changes to the
protest zone. In coordination with protesters onsite, work began
at 6:30 a.m. on Tuesday to remove a tent barrier at 10th and Pine
and replace it with a sturdier concrete barrier to improve public
safety. The City has successfully worked with protesters onsite
to reconfigure the CHOP to allow for public safety and better
access for the local community. That has involved rerouting
traffic, freeing up alley access, opened streets, and replacing
makeshift barriers with heavy concrete barriers that can be
painted.

e. Mayor Durkan herself personally visited CHOP and observed what was

1 happening. In an interview given in her City offices on Facebook Live on June 12, 2020,
2 Mayor Durkan made clear that she had seen the barriers and talked to CHOP participants
3 and apparently approved of them using an individual with behavioral health issues to
4 enforce the perimeter: “It’s interesting, when I was at the CHAZ, walking around,
5 similar kind of philosophy, because there’s this one guy, some behavioral health issues,
6 and it was like, look, he has some hard times, and he helps on that barricade over there,
7 and then when he starts having a hard time, we just bring him over here, take care of
8 him, feed him. And that’s what you gotta do, right?”

9
10 f. On June 22, 2020, Mayor Durkan stated at a press conference:

11 Over the days, tens of thousands of people have peacefully
12 gathered or visited Capitol Hill. During the day, there have been
13 no major incidents. But we know it is very different at night,
14 particularly in recent nights. The cumulative impacts of the
15 gatherings and protests and the nighttime atmosphere and
16 violence has led to increasingly difficult circumstances for our
17 businesses and residents. Most of them supported protesters’
right to gather at the outset. They stand with them in solidarity.
But the impacts have increased, and the safety has decreased.
Both on Saturday morning and last night there
were incidents of gun violence. And that escalating violence
concerns me, Chief Best, residents, businesses, and the greater
community. All of Capitol Hill has been impacted.

18 g. At the same June 22, 2020 press conference, Chief Best stated that
19 reports to the police demonstrate that some CHOP participants are “engaging in
20 shootings, a rape, assaults, burglary, arson and property destruction, and I have their
21 police reports right here. I’m not making it up. These things have happened.”

22 4.30 Despite having knowledge of exactly what is happening at CHOP by being there
23 every day and in apparently constant contact with area residents and business owners, the City
24 acted with deliberate indifference toward the safety and care of residents and the public.

25
26 4.31 At the same time that the City acted with deliberate indifference to property
27 owners and people who lived and worked in and near CHOP, the City physically aided,

1 endorsed and actively encouraged CHOP participants in their occupation of public spaces.

2 4.32 The City physically aided CHOP participants in their occupation of the area in
3 at least the following ways:

- 4 a. When the City abandoned the East Precinct on June 8, 2020, it left behind
5 the barriers that had previously blocked street access and protected the East
6 Precinct from protestors. These barriers predictably served as that raw
7 materials that allowed CHOP participants to block streets and create CHOP
8 within a very short time.
- 9 b. On June 16, 2020, the City provided even more concrete barriers to CHOP
10 participants so that CHOP participants could replace wooden barriers and
11 fortify their blockages of streets. See previously referenced **Exhibit 12**.
- 12 c. The City provided portable toilets for CHOP participants that were
13 regularly serviced. See **Exhibit 12**.

14 4.33 The City's policies effectively authorized the actions of the CHOP participants.
15 The City communicated clearly to CHOP participants that they could continue occupying the
16 streets in the area, maintain their barricades and block traffic all without interference from the
17 City. The City communicated this message in at least the following ways:

- 18 a. On June 11, 2020, during a joint press conference with the Chief of
19 Police, Mayor Durkan stated "There's not a specific date...because we are trying
20 to do things that are responsible."
- 21 b. On June 12, 2020, in response to a direct question from CNN's Chris Cuomo
22 about how long the City would allow CHOP participants to continue to
23 occupy the neighborhood, Mayor Durkan responded, "I don't know. We
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1 could have the Summer of Love.”

2 c. On June 16, 2020, the City announced through an official statement from
3 Mayor Durkan that it had negotiated with CHOP participants to adjust some but
4 not all their barriers to allow one-way traffic on Twelfth Avenue. This agreement
5 was a tacit approval of the CHOP’s other unlawful barriers and the occupation
6 of the neighborhood itself.

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8 d. In announcing the supposed opening of a one-way corridor, the City made
9 clear in a statement from the Mayor that it was an active participant in
10 maintaining and solidifying the CHOP barriers and boundaries:

11 The City is committed to maintaining space for community to
12 come together, protest and exercise their first amendment rights.
13 Minor changes to the protest zone will implement safer and
14 sturdier barriers to protect individuals in this area, allow traffic
15 to move through the Capitol Hill neighborhood, ease access for
 residents of apartment buildings in the surrounding area, and help
 local businesses manage deliveries and logistics. [emphasis
 added]

16 e. Also on June 16, 2020, Mayor Durkan suggested that the City agreed that
17 police officers will only enter the occupied area for “significant life-safety
18 issues.”

19 f. On June 22, 2020, Mayor Durkan and Chief Best held a joint press
20 conference in which they expressed concern about the impacts of CHOP but also
21 suggested that there was no specific timeline or plan for lessening those impacts
22 or removing the blockades, barriers and tents from CHOP.
23

24 4.34 The City has also made numerous statements indicating that it endorsed and
25 supported what CHOP participants are doing to the area, thereby ensuring the continued and
26 indefinite occupation and blockading of the neighborhood, and all the damage it has caused and
27

1 will cause. The City’s statements include at least the following:

2 a. On June 11, 2020, Mayor Durkan posted following her on Twitter page:

3 “The Capitol Hill Autonomous Zone #CHAZ is not a lawless wasteland of anarchist
4 insurrection – it is a peaceful expression of our community’s collective grief and their
5 desire to build a better world.” A true and correct copy of Mayor Durkan’s June 11,
6 2020 Twitter post is attached hereto as **Exhibit 15**.

7
8 b. On June 11, 2020 Mayor Durkan also posted on her Twitter page: “ For
9 the thousands of individuals who have been on Capitol Hill, I think you’ve seen what
10 I’ve seen: the painting of Black Lives Matter along Pine Street, food trucks, spaghetti
11 potlucks, teach-ins, and movies.” A true and correct copy of Mayor Durkan’s second
12 June 11, 2020 Twitter post is attached hereto as **Exhibit 16**.

13
14 c. On June 11, 2020, Mayor Durkan stated during a joint press conference
15 with the Chief of Police:

16 Lawfully gathering and expressing First Amendment rights, and
17 demanding we do better as a society, and providing true equity
18 for communities of color, is not terrorism. It is patriotism. The
19 right to challenge government and authority is a fundamental to
who we are on Capitol Hill, many of them, what you’ll see is a
painting of Black Lives Matter along Pine Street. Food Trucks,
spaghetti potlucks, teach-ins, and movies, free granola bars...”

20 d. During the same press conference on June 11, 2020,
21 Mayor Durkan, also stated:

22 The Capitol Hill area—in fact, some of my family is up there
23 right now—... it is not an armed ANTIFA militia no-go zone.
24 It is, a number of people are there, we’ve had ongoing
25 communications with them, with the businesses, with the
26 residents, and we will make sure that we find some way for
27 people to continue to protest peacefully while also getting ingress
and egress. We’ve had blocks of Seattle in Capitol Hill shut down
every summer for everything from Block Party to Pride. This
is not really that much of an operational challenge. But we want
to make sure that the businesses and residents feel safe and we’ll

1 continue to move that forward.

2 e. During her Facebook Live interview, Mayor Durkan also stated “I was
3 up there today, walking around, talking to people, and I think we just have to continue
4 to listen to people and figure out a way that there’s still a way for people to have that
5 kind of free expression, but we need to open up the streets, too, at least 12th so we can
6 get fire through, and like that, so we’re going to keep talking to people and listen to
7 them. But I heard a lot of great ideas and I heard a lot of community strength there.
8 That was cool.”

9
10 f. Also on June 12, 2020, during her interview with CNN’s Chris Cuomo,
11 Mayor Durkan said “We’ve got four blocks in Seattle that just saw pictures of that is
12 more like a block party atmosphere. It’s not an armed takeover. It’s not a military junta.
13 We will – we will make sure that we can restore this. But we have block parties and the
14 like in this part of Seattle all the time. It’s known for that.”

15 g. On June 12, 2020 Mayor Durkan endorses the gardens being planted in
16 Cal Anderson Park on Twitter: “Earlier today I visited the #CHAZ and met Marcus
17 Henderson, the person behind the new community garden popping up in Cal Anderson
18 Park. Read more about Marcus and the work that’s gone into creating the gardens:
19 thestanger.com/slog/2020/06/1.” A true and correct copy of Mayor Durkan’s June 12,
20 2020 Twitter post is attached hereto as **Exhibit 17**.

21
22 h. Mayor Durkan also tweeted on June 12, 2020: “For as long as I can
23 remember, Capitol Hill has been autonomous – it’s been a place where people go to
24 express themselves freely. Today at the #CHAZ, I spoke with organizers and
25 community about how we can move forward and keep our communities safe, together.”

26
27 i. Mayor Durkan tweeted on June 16, 2020: “ The #CHOP has emerged

1 as gathering place for community to demand change of their local, state, and federal
2 government.” A true and correct copy of Mayor Durkan’s June 12, 2020 Twitter post is
3 attached hereto as **Exhibit 18**.

4
5 j. On June 19, 2020, Mayor Durkan officially declared that there was no
6 longer a state of emergence in the City because “demonstrations since that day have
7 been and continued largely peaceful.”

8 k. On June 21, 2020, after two people were shot in the CHOP and one of
9 them died, Mayor Durkan issued a statement indicating that the City still had no plans
10 to cease supporting CHOP and the City was instead acting to work with and preserve
11 CHOP.

12
13 l. On June 28, 2020, Hundreds of protestors and demonstrators marched to
14 Mayor Durkan’s neighborhood and house as they sought to bring their demands to her
15 doorstep. There was no visible police presence. It was not until after fair warnings from
16 President Donald Trump, and the fact that these protestors hit close to home for Mayor
17 Durkan that she decided to put an end to it. See **Exhibit 19**. Hence, Mayor Durkan only
18 decided to end the CHOP zone when her personal safety was put at risk.

19 m. **Now we find that many of Mayor Durkins email and text messages**
20 **transmitted have been erased or missing even though it is policy to retain such**
21 **records. See Exhibit 20.**

22
23 n. **A Federal Judge sanctions and fines City of Seattle some \$600,000.00**
24 **for spoliation of evidence. See Exhibit 22.**

25 **D. Lack of Public-Safety assistance even in life-threatening circumstances**

26 4.35 The City’s endorsement and recognition of CHOP went so far that the SPD
27

1 adopted a policy and practice of not entering the area except in the case of life-threatening
2 crimes, and even then, the SPD response was grossly inadequate.

3 4.36 And even in the most serious situations the Seattle Police Department's
4 response was unconscionably delayed. As Seattle Police Department Chief Carmen Best
5 explained on June 11, 2020, as she stood next to Mayor Durkan:
6

7 SPD has a responsibility to provide public safety services to the
8 entire East precinct and the City. The actions of a small group
9 cannot and should not deprive an entire segment of our
10 community from public-safety services. In the first day of the
11 SPD not having access to the precinct, response times for
12 crimes in progress were over fifteen minutes, about three times
13 as long as the average If that is your mother, or your sister,
14 your cousin, your neighbor's kid that is being raped, robbed,
15 assaulted, and otherwise victimized, you're not going to want to
16 have to report that it took the police three times longer to get there
17 to provide services to them. The difference in the amount of time
18 could protect someone's life and prevent a violent attack.

14 4.37 The events in CHOP demonstrate that if anything, Chief Best was being
15 conservative in her description of the public-safety emergency in CHOP.

16 4.38 At approximately 2:20 a.m. on June 20, 2020, there were two people shot in
17 CHOP. At least one of the shootings happened at or near the intersection of Tenth Avenue and
18 Pine Street, around the corner from the abandoned East Precinct. One of the victims died before
19 reaching the hospital. The second was admitted with life-threatening injuries. ***No suspects were***
20 ***taken into custody until over a year after the shooting.***

22 4.39 The victim that died was Lorenzo Anderson, a special needs teenager and
23 resident of Seattle who had just graduated high school. Lorenzo was a kind, gentle, young man
24 with developmental delays and various medical issues. Throughout his childhood as a special
25 education student and into early adulthood, Lorenzo was the victim of bullying at the hands of
26 other neighborhood youth. Lorenzo spent the majority of the pandemic in the safety and security
27

1 of his family home but was drawn to CHOP by what he saw on television.

2 4.40 The night in question, EMS did not attend to Lorenzo Anderson, police had
3 abandoned the precinct previously, the government leaders encouraged lawlessness, the
4 government was offered federal assistance and refused, and the Mayor had downplayed
5 CHOP's danger by saying it looked more like the "summer of love" despite knowing its
6 dangers. It all led to a senseless killing.
7

8 4.41 The shots fired at Lorenzo were non-fatal. Lorenzo lost his life and his family
9 was torn apart as a result of a botched emergency response and the City's active support and
10 encouragement of CHOP and the CHOP participants.

11 4.42 The City of Seattle had knowledge of the dangers and this has become a pattern.
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Incident 4: Fatal Shootings in the CHOP, June 20th and June 29th

The Planning Group identified two fatal shootings in late June for review by the Panel. The Panel discussions and analysis of both shootings centered on the ineffective communications between SPD and SFD which caused delays in providing life-saving care. The Panel analyses for both incidents are combined below for this reason.



4.43 Violent incidents in the CHOP continued in the days following Mr. Anderson’s death. In an incident unrelated to Mr. Anderson’s shooting, a 33-year-old man was shot hours later in the early morning of June 20th. On June 21, a 17-year-old boy was shot in the arm inside the CHOP.

4.44 On June 22nd, Mayor Durkan released an Executive Order announcing the imminent closure of the CHOP.⁶⁰ She said in a statement, “[O]ver the last month thousands of

1 people, including families, have visited the area and shown their support for the messages of
2 equity and change. Unfortunately, that message has been undermined by the violence in the
3 area. The area has increasingly attracted more individuals bent on division and violence, and it
4 is risking the lives of individuals.”⁶¹ Data indicates a decrease in calls for service in the summer
5 of 2020.⁶²

7 4.45 The following day, June 23rd, a 30-year-old man was shot in CHOP. His
8 injuries were not life-threatening.

9 4.46 While protestors and activity within the CHOP remained active, the Seattle
10 Times reported that enthusiasm within the CHOP was waning.⁶³ After the violent incidents of
11 the weekend the number of protestors decreased, with only a handful of tents remaining in Cal
12 Anderson Park.

14 4.47 The City made an initial attempt to close the CHOP on June 26th, sending
15 SDOT crews to remove the barricades in the street.⁶⁴ The SDOT vehicles were met with
16 resistance, with one protestor lying down in the path of a city vehicle. An agreement was
17 negotiated that the City would allow three days for protestors to gather their belongings and
18 leave the CHOP before the City would clear the area.

19 4.48 In a press conference with Mayor Durkan on June 22, 2020, Chief Best
20 reiterated the seriousness of the public-safety situation, stating:

22 There are countless individuals who are in the CHOP that are
23 there to engage, as the Mayor said earlier, in peaceful
24 demonstrations. But there are also groups of individuals
25 engaging in shootings, a rape, assaults, burglary, arson, and
26 property destruction, and I have their police reports right here.
27 [*Holding up a stack of papers*] I’m not making it up. These
things have happened. We cannot walk away from the truth of
what is happening there. This is not about politics and I’m not
a politician. This isn’t a debate about First Amendment rights.
This is about life or death. So we need a plan.

1 4.49 For more than 30 minutes, Seattle Police and Fire Departments
2 miscommunicated the procedures for providing the safety and care of Antonio Mays Jr.
3 Although there was a special relationship formed between Mays and the medics, instead of
4 providing the aid he needed they were driving in the opposite direction and abandoned their
5 duty leaving him to suffer and die.
6

7 4.50 By the time the civilians connected with the medics, it was too late; Antonio
8 Mays Jr. had suffered a painful and gruesome death. He died in agony from his wounds.

9 4.51 Had aid been rendered in a timely fashion, Antonio Mays Junior would be alive
10 today.

11 4.52 Despite knowledge of the violence and chaos, Seattle leaders failed Antonio
12 Mays Jr. and the other residents of CHOP. The “Summer of Love” inevitably turned into the
13 “summer of blood.”
14

15 4.53 Shortly after 11 pm on June 29th, approximately 15 shots were fired in Cal
16 Anderson Park. Many people called 911 reporting the gunshots, but the callers had not actually
17 seen the shots or the shooter(s). Without a description of the shooter or any reported injuries,
18 dispatchers instructed callers that no SPD officers would be sent to the CHOP.
19

20 4.54 Beginning shortly after the first round of shots, individuals in the CHOP
21 described two vehicles driving erratically around the CHOP. One, a white Jeep Cherokee, had
22 two teenagers inside. The other, a gold Lincoln Town Car, was later reported to be CHOP
23 security attempting to assess the situation and locate the shooters.

24 4.55 Several reports of physical altercations were called in to the 911 call center
25 over the next hour, including reports of a man pulling a knife out in Cal Anderson Park, and a
26 fight that culminated in a man firing shots into the air. A volunteer medic interviewed in a
27

1 livestream broadcast stated that one assault victim was transported to Dick's Drive-In on
2 Broadway to receive medical care, and another was taken to the hospital by CHOP security.
3 Around 1:15 am another round of shots was fired near the ball field. People in the park scattered,
4 some running for cover while others laid on the ground for protection.
5

6 4.56 Yet another round of gunfire occurred in the CHOP at 2:58 am. Video and
7 witness interviews indicated that the white Jeep Cherokee had driven from Cal Anderson Park
8 to the East Precinct on 12th Avenue and Pine Street, firing shots both in the direction of the
9 park and near the precinct. As the car turned onto Pine Street, it approached a group of
10 barricades. The barricades were protecting tents erected in front of the East Precinct. Unnamed
11 individuals later described by eyewitnesses as CHOP security opened fire on the white SUV,
12 shooting its two occupants: the driver, 16-year-old Antonio Mays, Jr., and the passenger, an
13 unnamed 14-year-old.
14

15 4.57 CHOP medics and others converged on the scene, pulling the two boys out of
16 the car to provide aid. Several more calls were made to 911 as civilian medics attempted to
17 perform CPR and apply tourniquets to the victims. At 3:05 am, the civilian medics
18 administering care to the two teenagers decided that the situation was too urgent to wait for
19 emergency services to arrive, and each victim was loaded into a private car for transport out of
20 the CHOP.⁶⁶ SPD units staged at the intersection of Broadway and Harvard Avenue,
21 approximately three blocks south of Cal Anderson Park, were dispatched to establish a staging
22 area on 14th Avenue and Union Street for SFD and assist in a safe rendezvous with the civilian
23 medics.
24

25 4.58 Meanwhile, video taken of the scene showed an ambulance leaving Station 25
26 and driving away from the scene of the shooting, presumably going to the rendezvous point,
27

1 which was farther away from the shooting location than the station was. The victim arrived at
2 Harborview Medical Center at 3:11 am and care was transferred to Harborview staff.

3 4.59 A silver SUV carrying Mr. Mays attempted to meet paramedics at the
4 rendezvous point at 14th Avenue and Union Street. SPD dispatchers provided a description of
5 the vehicle and informed SFD that the medic unit was on their way to the staging area.
6

7 4.60 Despite these communications, the CHOP medics had difficulty connecting
8 with the SFD emergency medical personnel. As one civilian medic described it:

9 It took us probably 15 minutes just chasing one paramedic around that was supposed to
10 be waiting for us on 14th and Union -- and once we got to him, he and the Chief looked
11 directly at me on top of the car covered in blood, and they look at each other and they
12 bust a U-turn and they start speeding down the road. And then we finally catch up with
13 the paramedics, they're like three or four blocks away from us. So we finally catch up
14 to them, they see us, and they take off again. And so we're in another high-speed chase
15 with the paramedics. I yelled to 'go straight to the hospital.'
16

17 4.61 The civilian medics pursued the ambulance, ultimately making contact with the
18 paramedics in a parking lot. The CHOP medics pulled into the lot at 3:22 am to transfer Mr.
19 Mays to SFD for transport to Harborview. According to the civilian medic, "By the time they
20 got to the car, he died. There was no heart-to-heart resuscitation done by the paramedics,
21 nothing, they just bagged him up."
22

23 4.62 Mr. Omari Salisbury, who provided comprehensive video coverage throughout
24 the protests and the existence of the CHOP, interviewed an individual at the scene of the
25 shooting who stated the two teenagers in the white SUV had driven into barricades protecting
26 residents of the CHOP, causing CHOP security to open fire into the vehicle.
27

1 4.63 SPD did not arrive on the scene until 7:45 am. Radio transmissions stated that
2 individuals were disturbing the scene and making the collection of evidence difficult for SPD.

3 4.64 The following day, an email from an SFD spokesperson indicated the
4 ambulance crew perceived the car pursuing them “as a threat.”

5 4.65 The death of Antonio Mays, Jr. was completely preventable and would not have
6 occurred if not for the Defendants’ negligent acts.

7 4.66 To make matters worse, counsel for Plaintiff has made numerous contact
8 attempts with various members of the City of Seattle, and the City of Seattle Police Department
9 for updates on the investigation into the murder of Antonio Mays, Jr.
10

11 4.67 Not only have multiple city officials failed to respond, city officials have also
12 not provided the family of Antonio Mays, Jr. or Plaintiff’s counsel with updates on the murder
13 investigation. The City of Seattle has also failed to provide contact information for adequate
14 follow-up. As a result, an internal affairs investigation has been initiated. **Attached hereto as**
15 **Exhibit 21.**
16

17 **V. LIABILITY**

18 **FIRST CAUSE OF ACTION**

19 **WRONGFUL DEATH AND SURVIVAL STATUTE ON BEHALF OF THE ESTATE**

20 **OF ANTONIO MAYS, JR.**

21 (Against all Defendants)

22 5.1 Plaintiffs re-allege and incorporate by reference all prior paragraphs above as
23 though fully set forth herein.

24 5.2 Plaintiffs sue in every capacity and for every element of damages to which
25 they are entitled by reason of the matters made the basis of this suit, including damages under
26 the Wrongful Death Act and the Survival Statutes of the State of Washington.
27

- 1 a. The pain, suffering, anxiety, fear, and emotional distress that decedent
2 suffered prior to his death;
- 3 b. Loss of past and future earnings and income of Antonio Mays, Jr.;
- 4 c. The pre-death loss of enjoyment of life of Antonio Mays, Jr.;
- 5 d. Funeral expenses of Antonio Mays, Jr.; and
- 6 e. Others.

7 5.12 In addition, Antonio Mays, Jr. is entitled to exemplary damages based on
8 Defendants' actions and inactions.

9 **THIRD CAUSE OF ACTION**

10 **NEGLIGENCE**

11 (Against Defendants City of Seattle, State of Washington, King County,
12 Jenny Anne Durkan, and Kshama Sawant)

13 5.13 Plaintiffs re-allege and incorporate by reference all prior paragraphs above as
14 though fully set forth herein.

15 5.14 Under Washington law, Defendants had a duty to exercise ordinary care to
16 protect against an unreasonable foreseeable risk of harm from the criminal acts of third parties,
17 as Defendants retained control over the security and safety of the area.

18 5.15 Defendants breached their duty by:

- 19 a) Failing to provide adequate security for citizens in the CHOP area.
- 20 b) Failing to provide adequate deterrent measures and equipment in the area to
21 prevent the incident.
- 22 c) Failing to maintain the area.
- 23 d) Failing to implement an adequate safety and security plan for crime in the CHOP
24 area.

25 5.16 Defendants were aware of the pattern of crime in and around CHOP, yet
26 Defendants failed to use reasonable measures designed to deter and/or prevent crime.
27

1 5.17 Defendants' negligence by way of each of these acts and/or omissions, whether
2 taken singularly or in any combination, was a proximate cause of Plaintiffs' injuries and
3 damages.

4 **FOURTH CAUSE OF ACTION**

5 **NEGLIGENCE**

6 (Against Defendants City of Seattle on Behalf of the 911 Operators)

7 5.18 Plaintiffs re-allege and incorporate by reference all prior paragraphs above as
8 though fully set forth herein.

9 5.19 Under Washington law, the 911 operators had a duty to exercise ordinary care
10 to protect against an unreasonable foreseeable risk of harm.

11 5.20 Defendants breached their duty by:

- 12 a) Failing to adequately or properly advise emergency response teams of the exact
13 location of Antonio Mays, Jr.
- 14 b) Failing to adequately or properly advise emergency response teams to locate and
15 assist Antonio Mays, Jr.
- 16 c) Failing to implement an adequate safety and security plan for crime in the CHOP
17 area.

18 5.21 Defendants were aware of Antonio Mays, Jr's need for medical care, yet failed
19 to advise emergency response teams of his exact whereabouts, and failed to direct emergency
20 response teams to enter the area and assist Antonio Mays, Jr.

21 5.22 Defendants' negligence by way of each of these acts and/or omissions, whether
22 taken singularly or in any combination, was a proximate cause of Plaintiffs' injuries and
23 damages.

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1 **FIFTH CAUSE OF ACTION**

2 **PREMISE LIABILITY**

3 (Against all Defendants)

4 5.23 Plaintiffs re-allege and incorporate by reference all prior paragraphs above as
5 though fully set forth herein.

6 5.24 Defendants, as owners and possessors, managers and operators of the CHOP
7 area, had a duty to exercise ordinary care to keep the premises in a reasonably safe condition.

8 5.25 The CHOP area was located in King County, Seattle, Washington.

9 5.26 Defendants' duties included protecting residents from unreasonable risk of
10 harm, warning them of the risks so they may avoid them, and avoiding injury to them caused
11 willfully, wantonly, or through gross negligence.

12 5.27 Based on the extensive history of violence and other criminal activity at CHOP,
13 Defendants knew or should have known there was an unreasonable risk of harm to all people.
14 Defendants knew or should have known that they lacked adequate security, and that by such
15 act or omission posed an extreme danger and risk of harm to its residents.

16 5.28 Defendants breached their duty of ordinary care by:

- 17 a) Failing to adequately warn of the threat of violence and criminal activity
- 18 b) Failing to take reasonable security precautions to make the premises safe
19 from the risk of violence and criminal activity
- 20 c) Creating an environment which attracts criminals who seek to prey upon
21 residents
- 22 d) Failing to respond to criminal activity allegations

23 5.29 Defendants owed a duty to invitees to use ordinary care to protect those who
24 may be harmed by criminal acts of third parties as Defendants knew or had reason to know of
25 an unreasonable and foreseeable risk of harm.

26 5.30 The criminal activity that took place was foreseeable based on factors
27

1 including: previous crime, proximity of the crimes, recentness of the crimes, frequency of the
2 crimes, and publicity of the crimes. Id at 15. Antonio Mays, Jr. was a foreseeable victim.
3 Defendants had significant knowledge of how dangerous the CHOP area was, including the
4 history of violent crimes and other criminal activity, yet did nothing to provide warning or
5 protection of the area.

6 5.31 As a direct result of the acts and/or omissions of Defendants, Plaintiffs have
7 sustained damages. As a direct result of Defendants' failure to exercise ordinary care in keeping
8 their premises in a reasonably safe condition, Antonio Mays, Jr. was murdered in cold blood.
9 The conduct of Defendants therefore constitutes premises liability, which is the proximate cause
10 of actual damages to Plaintiffs in an amount within the jurisdictional limits of this Court, for
11 which Plaintiff seeks judgment.

12 **SIXTH CAUSE OF ACTION**

13 **NEGLIGENT UNDERTAKING**

14 (Against all Defendants)

15 5.37 Plaintiffs re-allege and incorporate by reference all prior paragraphs above as
16 though fully set forth herein.

17 5.38 A person who undertakes gratuitously to render services to another for the
18 protection of the other's person or things is subject to liability for physical harm his failure to
19 exercise reasonable care to perform such an undertaking if his failure to exercise reasonable
20 care increases the risk of such harm, or if the harm is suffered because of the other's reliance
21 upon the undertaking.

22 5.39 Defendants assumed a duty to exercise reasonable care for the protection of
23 invitees, including Antonio Mays, Jr, which extends beyond the usual, ordinary, invitee
24 context, based on the facts of this case. Defendants breached its duties by not exercising
25 ordinary care as described above.

26 5.40 As a proximate cause of these failures by Defendants to exercise ordinary care,
27 the risk of Antonio Mays, Jr. being injured increased and Antonio Mays, Jr. was injured as a

1 result of his reliance on Defendant's failure to exercise ordinary care during their negligent
2 undertakings.

3 **SEVENTH CAUSE OF ACTION**

4 **PROCEDURAL DUE PROCESS**

5 (Against all Defendants)

6 5.41 Plaintiffs re-allege and incorporate by reference all prior paragraphs above as
7 though fully set forth herein.

8 5.42 Plaintiffs have constitutionally protected property rights, as defined by
9 Washington State law, to exclude others from their property via public rights-of-way.

10 5.43 The City has infringed on those rights, including by creating, assisting,
11 endorsing, and encouraging an indefinite, unpermitted occupation and blockade of the public
12 streets, sidewalks, and parks in and around CHOP, and by creating, assisting, endorsing, and
13 encouraging the pervasive vandalism and trespasses against residents' properties.

14 5.44 The City has infringed on Plaintiffs' constitutionally protected rights without
15 providing Plaintiffs with any due process before depriving them of these rights, or providing
16 any recourse following the deprivation of the rights. In particular, the City provided Plaintiffs
17 with no notice or opportunity to be heard before or after denying the Plaintiffs of their rights
18 to access the CHOP zone, use the properties, and exclude others from their properties.

19 5.45 The City has done so pursuant to City policy as created, ratified, and authorized
20 by City policymakers, including Mayor Durkan, without any notice to Plaintiffs or opportunity
21 for them to be heard.

22 5.46 Plaintiffs have been harmed by this deprivation, including through lack of
23 emergency services, which ultimately lead to Antonio Anderson's death.

24 ///

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1 **EIGHTH CAUSE OF ACTION**

2 **DISCRIMINATION**

3 (Against all Defendants)

4 5.47 Plaintiffs re-allege and incorporate by reference all prior paragraphs above as
5 though fully set forth herein.

6 5.48 The Washington Law Against Discrimination (WLAD) prohibits discrimination
7 and preserves “[t]he right to be free from discrimination.” RCW 49.60.030(1). It is an exercise
8 of the police power of the state for the protection of the public welfare, health, and peace of the
9 people of this state, and in fulfillment of the provisions of the Constitution of this state
10 concerning civil rights. In enacting this act the legislature found that discrimination threatens
11 not only the rights and proper privileges of this state’s inhabitants but menaces the institutions
12 and foundation of a free democratic state. RCW 49.60.010.

13 5.49 “The right to be free from discrimination” includes “[t]he right to the full
14 enjoyment of any of the accommodations, advantages, facilities, or privileges of any place of
15 public resort, accommodation, assemblage, or amusement.” Id.; accord RCW 49.60.215.

16 5.50 In bringing suit under WLAD, the plaintiff “assumes the role of a private
17 attorney general, vindicating a policy of the highest priority.”

18 5.51 Public streets and sidewalks are places of public accommodation and
19 assemblage. RCW 49.60.040(2).

20 5.52 Defendant City of Seattle deprived Plaintiffs of the “accommodations,
21 advantages, facilities, or privileges of [a] place of public resort, accommodation, assemblage,
22 or amusement,” in violation of RCW 49.60.030(1)(b).

23 5.53 The actions of the Defendants by way of each of these acts and/or omissions,
24 whether taken singularly or in any combination, was the proximate cause of Plaintiffs’ injuries
25 and damages.

26 ///

27 ///

1 **NINTH CAUSE OF ACTION**

2 **FALSE IMPRISONMENT**

3 (Against all Defendants)

4 5.54 Plaintiffs re-allege and incorporate by reference all prior paragraphs above as
5 though fully set forth herein.

6 5.55 Defendant City of Seattle (through the SPD) unlawfully detained, restrained,
7 and/or imprisoned Antonio Mays, Jr. by creating and maintaining barriers to restrict entry and
8 exit.

9 5.56 The actions of the Defendants by way of each of these acts and/or omissions,
10 whether taken singularly or in any combination, was the proximate cause of Plaintiffs' injuries
11 and damages.

12 **TENTH CAUSE OF ACTION**

13 **COMMUNICATING FALSE OR DEROGATORY INFORMATION**

14 (Against all Defendants)

15 5.57 Plaintiffs re-allege and incorporate by reference all prior paragraphs above as
16 though fully set forth herein.

17 5.58 Seattle Municipal Code 14.12 prohibits "Communicating information known to
18 be false or derogatory with the intention of disrupting any lawful political or religious activity
19 in violation of subsection 14.12.280.B...."

20 5.59 SMC 14.12.350 provides a cause of action against the City for injuries
21 proximately caused by departmental personnel willfully in the scope and course of their duties
22 violating this code.

23 5.60 The above-described conduct by Defendant City of Seattle (through the SPD)
24 violated SMC 14.12.

25 5.61 As a direct and proximate result of these violations, Plaintiffs suffered damages.

26 ///

27 ///

1 **ELEVENTH CAUSE OF ACTION**

2 **NUISANCE**

3 (Against all Defendants)

4 5.62 Plaintiffs re-allege and incorporate by reference all prior paragraphs above as
5 though fully set forth herein.

6 5.63 As a direct result of the City's actions, foot and vehicular traffic on the public
7 streets, sidewalks, and other right of ways surrounding Plaintiffs' businesses and residences
8 were physically blocked and/or impeded.

9 5.64 The blocking and impeding of foot and vehicular traffic has substantially and
10 unreasonably interfered with Plaintiffs' use and enjoyment of their properties, including by
11 blocking access to those properties and has caused harm to Plaintiffs.

12 5.65 The City has directly participated in the creation and maintenance of this
13 nuisance, including by providing concrete barriers to be used for this specific purpose to the
14 CHOP participants.

15 5.66 In addition to blocking public rights-of-way, the City's actions have created and
16 maintained a series of unlawful and/or unreasonable conditions throughout the CHOP area,
17 including excessive noise, public safety hazards, vandalism, and poor health and sanitation
18 conditions.

19 5.67 These conditions have annoyed, injured, and endangered the comfort, repose,
20 health, and safety of Plaintiffs, causing the death of Antonio Mays, Jr.

21 **TWELFTH CAUSE OF ACTION**

22 **SUBSTANTIVE DUE PROCESS**

23 (Against all Defendants)

24 5.68 Plaintiffs re-allege and incorporate by reference all prior paragraphs above as
25 though fully set forth herein.

26 5.69 Plaintiffs have a right pursuant to substantive due process to be protected from
27 state-created dangers.

1 which CHOP participants had renamed. Further CHOP participants had excluded members of
2 the public from public use of Cal Anderson Park and had excluded, even under the threat of
3 violence, SPD from making use of the East Precinct to provide police services in the area.

4 5.78 The City and the Mayor supported and encouraged the takeover of public
5 property by CHOP, through active encouragement, endorsement, and material support to CHOP
6 participants. The City's actions have resulted in the effective transfer of the public's property
7 right to CHOP, through granting CHOP exclusive use of this property.

8 5.79 The purpose of Article VIII, Section 7 is to prevent public property from being
9 used to benefit private interests where the public interest is not primarily served. The CHOP
10 movement is a private movement with private ideological motives, distinct from the public at
11 large. Indeed, CHOP participants stationed at the boundaries of the CHOP zone had actively
12 prevented some members of the public from entering, causing a health and security hazard.

13 5.80 On information and belief, the City has received no remuneration or other
14 benefit in exchange for ceding the right to exclusively occupy public property to CHOP. The
15 City has therefore ceded interest in public property to private individuals without any
16 consideration.

17 **FOURTEENTH CAUSE OF ACTION**

18 **TAKING**

19 (Against all Defendants)

20 5.82 Plaintiffs re-allege and incorporate by reference all prior paragraphs above as
21 though fully set forth herein.

22 5.83 Plaintiffs have constitutionally protected property rights to use and enjoy their
23 properties, to exclude others from their properties, and to access their properties via public
24 rights-of-way.

25 5.84 The City has deprived Plaintiffs of those rights by affirmatively creating,
26 assisting, endorsing, and encouraging an indefinite, unpermitted invasion, occupation, and
27 blockade of the public rights-of-way that provide access to Plaintiffs' private properties, as well

1 as by affirmatively creating, assisting, endorsing, and encouraging the physical invasion of
2 Plaintiffs' private properties by CHOP participants.

3 5.85 The City has done so pursuant to City policy as created and ratified by City
4 Policymakers.

5 5.86 The City's actions constitute an unlawful taking for private use and/or an
6 unlawful taking for public use without just compensation, which has caused Plaintiffs economic
7 harm, physical harm, and emotional harm.

8 **FIFTEENTH CAUSE OF ACTION**

9 **TREASON AND SEDITION**

10 (Against Defendant Sawant)

11 5.87 Plaintiffs re-allege and incorporate by reference all prior paragraphs above as
12 though fully set forth herein.

13 5.88 Defendant Sawant, acting under color of law, levied war against the State of
14 Washington by publicly celebrating the abandonment of the East Precinct and encouraging the
15 CHOP participants to engage in lawfulness. Defendant Sawant further used the power of her
16 office to open the doors of city hall to protestors and led a march of protestors to Mayor
17 Durkan's private residence, where they caused damage to property.

18 5.89 Defendants' actions constitute treason and sedition, which has caused Plaintiffs
19 economic harm, physical harm, and emotional harm.

20 **V. DAMAGES**

21 6.1 Plaintiffs re-allege and incorporate by reference all prior paragraphs above as
22 though fully set forth herein.

23 6.2 Plaintiff Estate of Antonio Mays, Jr. seeks to recover all damages recoverable
24 under Washington Law, including but not limited to all damages recoverable by it under
25 Washington's general survival statute (RCW 4.20.046), under any other statutes contained in
26 RCW Chapter 4.20, or under any other Washington statutory law or common law. Damages
27 sought to be recovered by plaintiff Estate of Antonio Mays, Jr. include but are not limited to:

- a. The pain, suffering, anxiety, fear, and emotional distress that decedent Antonio Mays, Jr. suffered prior to his death;
- b. Loss of past and future earnings and income of Antonio Mays, Jr.;
- c. The pre-death loss of enjoyment of life of Antonio Mays, Jr.;
- d. Funeral expenses of Antonio Mays, Jr.; and
- e. Others.

6.3 Plaintiff Antonio Mays, Sr.; is the father of the deceased, Antonio Mays, Jr. Consistent with Washington law, the personal representative of the Estate of Antonio Mays, Jr. on behalf of Plaintiff Antonio Mays, Sr., seeks to recover all damages recoverable under Washington law, including but not limited to under Washington's wrongful death statute (RCW 4.20.020), under Washington's special survival statute (RCW 4.20.060), under any other statutes contained in RCW Chapter 4.20, or under any other Washington statutory law or common law. Damages sought on behalf of Antonio Mays, Sr. and each of the plaintiff children include but are not limited to:

- a. The past and future loss of love, affection, care, companionship, support, services, protection, guidance, training and consortium;
- b. The past and future economic loss to each plaintiff caused by the death of Antonio Mays, Jr.; and
- c. Others.

VI. REQUEST FOR RELIEF

WHEREFORE, based on all allegations stated above, each Plaintiff named herein seeks judgment against each and all defendants, individually and as a marital community, and jointly and severally, as follows:

1. For an award of damages in favor of Plaintiff Estate of Antonio Mays, Jr. related to all injuries, damages and losses sustained by the Estate of Antonio Mays, Jr., as described herein, in an amount not presently known and which will be proven at the time of trial;

Exhibit 1



Kelly Kline, *Black Lives Matter Protest, Seattle WA, 2020*. Licensed under CC BY-NC-ND 2.0.

Sentinel Event Review of Police Response to 2020 Protests in Seattle

Wave 3: June 8 – July 1, 2020

October 11, 2022



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Executive Summary

The May 2020 murder of George Floyd by Minneapolis police officers sparked an unprecedented global response. Protestors gathered in cities across the United States to express their collective concern and anger about institutionalized racism in policing, and the number of unarmed Black men dying at the hands of police. Like cities across the United States, the City of Seattle and the Seattle Police Department (SPD) grappled with how to respond to the protests and eroding public trust. The Office of Inspector General, in collaboration with community members and SPD, conducted a series of Sentinel Event Reviews (SER) to identify root causes of critical incidents in the 2020 protests.¹ This report is the third in the 2020 protest series, centering on events that occurred between June 8 and July 1, 2020, during which SPD vacated the East Precinct and the CHOP was established.²

The report presents the Panelists' recommendations using insight from their diverse experiences in the Seattle community. Panelists participating in this SER made no attempt to assign individual accountability for acts taken during the incidents reviewed. Instead, Panelists identified strategies to repair the public trust and safety compromised by SPD decisions throughout Wave 3.

Wave 3 Incidents Considered

The SER Planning group selected four Critical Incidents for review in Wave 3. These incidents span the duration of the CHOP, beginning with the evacuation of the East Precinct and culminating in the clearing of the CHOP. The Critical Incidents follow in chronological order:

1. The decision by the City of Seattle and SPD to leave the East Precinct on June 8th.
2. Two incidents in the formative days of the CHOP involving allegations of SPD lying to or misleading the public:
 - a. SPD's use of a "ruse" on the night of June 8th wherein officers attempting to draw protestors away from the CHOP generated false radio traffic asserting a group of Proud Boys was marching in Downtown Seattle;³ and
 - b. A press conference held by SPD on June 10, 2020 regarding criminal activity in the CHOP.⁴
3. The impact of the CHOP on residents, local businesses, protestors, and City departments.
4. Two fatal shootings inside the CHOP:
 - a. The homicide of a teenager on the morning of June 20th; and

¹ The Waves 1 and 2 reports may be found on the OIG website: [Sentinel Event Review - OIG | seattle.gov](https://www.seattle.gov/officeofthegeneralinspector/sentinel-event-reviews)

² The Capitol Hill Organized Protest (CHOP), originally called the Capitol Hill Autonomous Zone (CHAZ), was a five-block area in Seattle's Capitol Hill neighborhood. Protestors remained in the area after SPD's withdrawal from the East Precinct, establishing a hub for protest activity and mutual aid surrounded by makeshift barriers which were soon reinforced by the City. For more information, see: [CHOP: One year later — The East Precinct is abandoned and the protest zone forms | CHS Capitol Hill Seattle News](https://www.chsnews.com/news/2020/06/20/chop-one-year-later-the-east-precinct-is-abandoned-and-the-protest-zone-forms/)

³ [OPA Case 2020OPA-0749](https://www.opa.wa.gov/OPA/Case-Details.aspx?CaseID=2020OPA-0749)

⁴ OPA Case 2020OP-0355, referred for external investigation

- b. The shooting of two teenagers, one fatally, on the morning of June 29th.

Summary of Contributing Factors

The Panel identified 53 Contributing Factors leading to the Critical Incidents reviewed in this report, including factors related to:

- The provision of public safety in the absence of police services;
- The provision of other City services to the Capitol Hill neighborhood;
- The lack of transparency and accountability in decision-making processes;
- Siloed decision making by the City and SPD;
- Adaptation to evolving styles of protest movements; and
- Ineffective communication with protestors and the Capitol Hill community, within the department, and across City agencies.

Appendix C provides a complete list of the Contributing Factors.

Summary of Recommendations

The Panel made 34 recommendations to SPD and the City of Seattle, explained in greater detail in Section 3. The Wave 3 recommendations fall into the following categories:

- **Community Legitimacy** – Addressing the gap between structural and perceived legitimacy and acknowledging the need for SPD and the City to continue to fulfill their duty to provide essential services despite criticism and anger from the community.
- **Situational Awareness** - Acknowledging the need for SPD to change its mindset when responding to occupy-style protest movements and to protests where the police themselves are the focus, and to minimize the negative impact of emergencies or civic disruptions on uninvolved community members.
- **Communication** – Improving the ability of SPD to communicate with the public, protestors specifically, and other City agencies to continue provision of essential services during emergencies and civic disruptions.
- **Tactics** – Improving SPD tactics during crowd events to ensure appropriate and effective responses to occupy-style movements and understanding how tactical decisions impact community legitimacy and trust.
- **Decision Making** – Ensuring transparency and accountability by improving decision making and control processes to clearly define authority and responsibility, particularly when decisions will impact access to City services and public safety.
- **Planning** – Establishing protocol to maintain the provision of public services and public safety, even when police precincts or other critical infrastructure cannot be used by the City.

Appendix B provides a complete list of recommendations.

I. Introduction

On the evening of June 8th, SPD evacuated its East Precinct, giving protestors greater access to the area around the building. For more than a year after the evacuation, it was unclear who authorized SPD to vacate the precinct and why.⁵ The initial plan appeared to be for SPD to leave the precinct to allow for a de-escalation of the crowd, and then to return the next day to resume normal operations.

After SPD evacuated the precinct a group of protestors used erected barricades to establish the CHOP. The CHOP existed until July 1, 2020, during which time several shootings occurred, prompting the Mayor to order SPD to clear the area.

Many Capitol Hill residents and business owners whose daily lives were already altered by the COVID pandemic were further restricted by the presence of the CHOP and impacted by the SPD and City response to it. Residents interviewed by OIG felt they were the “forgotten group” during this period, noting “numerous gaps in the quality of services provided by [City] agencies,” including garbage collection, mail delivery, and park maintenance.⁶ Many of the residents and business owners supported the protestors, but also felt abandoned by SPD and the City.

During this period, protestors were resolute about the need to reimagine public safety in Seattle. A list of demands was set forth on June 3rd, which would require 1) defunding the Seattle Police Department by at least fifty percent; 2) the reallocation of those funds to community led health and safety systems; and 3) the release of all those arrested during the protests, with charges dropped.⁷

The response by SPD to the CHOP was characterized by a lack of evolution in response to a protest which had changed from a demonstration to an occupy style movement. SPD personnel made several public statements, the accuracy of which was questioned by community. Other tactical decisions made by SPD and the City further undermined public trust and safety, and neither SPD nor the City was able to communicate effectively with the protestors or other community members in the area.

⁵ [OPA Case 2020OPA-0354](#)

⁶ On file with OIG.

⁷ [Defund Seattle Police | Decriminalize Seattle](#)

II. Methodology

The SER Planning Group and Panel

Continuing the incident selection process established at the outset of this project, the SER Planning Group, a body of community members, police officers, and police accountability stakeholders convened regularly to guide the SER process. OIG provided the Planning Group with data used to identify specific incidents for the SER Panel to review. The SER Panel is comprised of a dedicated and diverse group of community members and SPD officers at various command levels who worked together with the support of the Inspector General and OIG staff.⁸ The SER Panel met for nearly 40 hours over six months to analyze the incidents selected by the SER Planning Group.

Data Reviewed by OIG and the SER Panel

Wave 3 provided unique challenges for OIG data collection. Because Waves 1 and 2 focused largely on SPD conduct, most of the information needed for the review was available from SPD in the form of reports, computer-assisted dispatch (CAD) data, radio traffic and body-worn video. Social media postings and videos provided additional information and insight. By contrast, the distinguishing feature of the CHOP was the *absence* of SPD. As a result, OIG sought to understand the perspectives of the protestors and how the City responded to the protests.

To do this, OIG gathered and reviewed data from the following sources:

- Body-worn video of SPD officers where available;
- Data from the City's Emergency Operations Center (EOC), from the start of Wave 3 until the City disbanded it on June 14th;
- Data provided by the 911 call center (now the independent Community Safety and Communications Center [CCSC] but at the time a civilian department within SPD);
- Print and video coverage of the CHOP from mainstream media (e.g., newspapers, TV, etc.) and video bloggers (e.g., Converge Media, which extensively covered the CHOP);
- OPA investigations related to the Critical Incidents;
- Press releases by the Mayor's Office, SPD, and the Seattle Fire Department (SFD);
- Protocols and policies of SPD and SFD;
- Social media, including Facebook livestream, Twitter, Instagram, etc.;
- SPD CAD logs;
- SPD Incident Action Plans (IAPs) for specific dates throughout Wave 3;
- SPD public statements, documents, and videos; and
- SPD Use of Force (UOF) statistics.

OIG also reached out to almost 50 community stakeholders with personal experience of the CHOP. Of these, 19 agreed to be interviewed by OIG about their perspectives on the CHOP. These stakeholders included community members, protestors, representatives from City

⁸ See Appendix A for Panel membership.

agencies, and others. OIG refers to the content from these interviews as "testimony" in this report but no interviewee provided sworn statements.

In addition, the Panel met with both SPD and community representatives who experienced the CHOP. This provided otherwise inaccessible first-person perspectives of the Critical Incidents, insight into operation of the EOC, the establishment of CHOP security, and some of the acts preceding the fatal shootings. These engagements included discussions with Donnitta Sinclair-Martin, the mother of Horace Lorenzo Anderson, the victim of the June 20th shooting. The Panel also met with an SPD Assistant Chief who, as a scene Commander, worked with the EOC to make decisions and issue recommendations about the protests. Many CHOP participants were reluctant to speak with OIG for various reasons and declined to participate, limiting the Panel's ability to review first-hand knowledge of the structure and day-to-day functioning of the CHOP. Some information instead had to be inferred from the sources described above.

OIG also commissioned Dr. Edward R. Maguire, a Professor in the School of Criminology and Criminal Justice at Arizona State University and an expert in occupy movements, to provide an analysis of the CHOP. Dr. Maguire produced a white paper, *An Intergroup Perspective on Seattle's CHOP Occupation*, and presented his findings to the panel.⁹

Donnitta Sinclair-Martin spoke to the Panel in May 2022. Donnitta recounted the inconsistent communications from SPD and Harborview personnel on the evening of June 20, 2020, and the continued difficulty communicating with SPD and City leadership in the months following the murder of Horace Lorenzo. She described her heartbreak watching videos of the SFD medics waiting for clearance to enter the CHOP and her frustration with lack of information provided to her from Harborview staff. She was informed of her son's death when Harborview staff asked if she wanted to donate his organs. Donnitta also highlighted the lack of accountability taken by SPD and the City in the wake of Horace Lorenzo's passing, including the infuriating silence from the Chief of Police and Mayor. Donnitta has since become an advocate for the elimination of violence in Seattle.

⁹ See Appendix D.

III. Panel Analysis & Recommendations by Critical Incident

This section includes a description of each Critical Incident followed by the SER Panel's analysis of the incident, the Contributing Factors allowing each incident to occur, and the recommendations of the Panel designed to prevent such outcomes in the future.¹⁰

Incident 1. SPD Evacuates the East Precinct

Incident Description

SPD's East Precinct building was a consistent flash point during the 2020 protests. The focus on the East Precinct and relative inability to create a buffer that was not a point of escalation caused concern among SPD and other City departments. A central concern was the possibility of arson attempts on the building and the risk of personal injury and property damage to the residences and businesses adjoining the precinct. This concern was based on FBI intelligence generally indicating government buildings might be a target for protestors across the country. These fears were exacerbated by the May 28th burning of a Minneapolis Police Department precinct, as well as the burning of Seattle police vehicles downtown during the first days of the protests.

During the week of June 1st, SPD attempted various strategies to minimize potential harm to officers and destruction to the East Precinct, including using different fencing systems to prevent street access to the precinct and to increase the distance between protestors and officers. However, protestors continued to dismantle the new barricades throughout the week, and interactions in the area grew more violent.¹¹

On Sunday, June 7th, the Mayor's Office met with SPD representatives to discuss possible changes to SPD strategy which would provide de-escalation and limit the use of less-lethal weapons. While no minutes were kept of this meeting, an OPA investigation revealed SPD reasserted its concerns that the removal of the barricades would lead to the destruction of the East Precinct by protestors intent on arson.¹² According to the OPA case summary, this risk was deemed to be a "credible threat" based on the intelligence gathered by the FBI.

Incident 1. SPD Evacuates the East Precinct

- ❖ Meeting between Mayor's Office and SPD on June 7th.
- ❖ SPD evacuates East precinct on June 8th per orders from Assistant Chief, with plan to return the following day.
- ❖ Barricades around East Precinct removed by 6:00 pm on June 8th; protestors fill intersection on 12th Avenue and Pine Street.
- ❖ The CHOP forms and exists for the next 23 days.

¹⁰ Some of the Panel's recommendations may have financial costs that the Panel has not attempted to calculate. In addition, many in the community are strongly against providing any additional financial resources to SPD. The Panel's recommendations are intended to prevent the recurrence of negative outcomes of the protests in the summer of 2020 and the Panel takes no position on the allocation of City budget dollars to SPD or other important social services.

¹¹ Increased violence during this period included the "Pink Umbrella" incident (see Incident #5 in the Wave 1 report).

¹² [OPA Case 2020OPA-0354](#)

During the June 7th meeting, an SPD representative presented a case for acquiring stronger barricade fencing and laid out four possible strategies SPD could pursue:

1. Maintain the current SPD posture with hardened barricades. *This was deemed by SPD to be the safest option for protestors and officers.*
2. Remove all barricades and establish a bike line of officers along the sidewalk outside the East Precinct, with SPD members maintaining a perimeter behind the bike line outside the East Precinct headquarters. *SPD viewed this as creating a risk of injury to protestors and officers.*
3. Remove all barricades and establish a bike line of officers along the sidewalk outside the East Precinct, with SPD personnel remaining inside the East Precinct. *As with option 2, SPD viewed this as creating a risk of injury to protestors and officers.*
4. Remove all barricades, including bicycle fencing, and remove officers and sensitive property from the precinct. *SPD felt that this option would “very likely” result in the destruction of the East Precinct.*

The June 7th meeting did not result in a significant change in strategy, and SPD continued to hold its position behind the barricades that evening. At 8:20 pm on June 7th, a car drove quickly through these makeshift barricades, and the driver shot a protestor attempting to slow the car down.¹³ Later that evening, SPD issued a dispersal order and, despite pressure from the Mayor’s Office to limit less-lethal weapons usage, deployed blast balls, CS gas, and OC spray to clear the area.

At 10:27 am on June 8th, a deputy mayor texted an SPD official, “I want to see a plan to remove firearms, ammunition, and all evidence from the East Precinct today. That plan should be capable of being fully executed by 5 pm today.”¹⁴ At noon, representatives from the Mayor’s Office and SPD met to discuss the situation, with the Mayor’s Office directing SPD to remove the barricades surrounding the East Precinct in order to open the street and permit public passage by the building. An SPD Assistant Chief ordered temporary evacuation of the building with the plan to stage East Precinct officers at Volunteer Park while the protestors had access to the previously barricaded area.

The SPD Incident Action Plan (IAP) issued in the early morning of June 8th was modified by a brief addendum describing the new plan. The addendum included directives for the removal of SPD personnel, the barricades surrounding the East Precinct, and all evidence and weapons stored in the building. The amended IAP also included instructions for SPD to install new fencing immediately around the precinct, board up exterior windows, wrap the lower stories in chain-link fencing, place barriers outside the buildings and coordinate with the SFD to apply flame retardant to the building.

After 6:00 pm, the barricades on the street were removed and protestors began filing into the intersection of 12th Avenue and Pine Street. Livestream footage from the event shows

¹³ For more information on this event, see Incident #4 in the Wave 2 report.

¹⁴ FBI Says There Was Specific Threat Against East Precinct; Durkan Letter Dodges Protestors’ Three Demands | South Seattle Emerald

protestors taking turns addressing the crowd, voicing their vision for systemic change, and creating a list of demands for reform.¹⁵ Some protestors implored the crowd to not interfere with the precinct building, and the building remained undamaged.

After SPD evacuated the precinct, protestors used barricades to create an area that would become the CHOP. SPD's strategy was to return to the East Precinct the following day. Instead, once the CHOP perimeter was established and SPD leadership observed the East Precinct was not being destroyed, the decision was made to hold off re-occupying the precinct. According to an OPA interview with an SPD Assistant Chief, "reestablishing a police presence in the area would require significant planning."¹⁶ The CHOP existed for the next 23 days.

Panel Analysis

Panel discussion centered on the unprecedented nature of the police leaving the East Precinct building, as well as the lack of credibility in the stated justification for the evacuation and apparent lack of transparency and accountability in City and SPD leadership decision-making processes.

Many Panelists remained highly skeptical about the FBI's unsubstantiated intelligence of a "credible threat" of plans to destroy the building. They noted that no specifics have been provided to support the statement.¹⁷ The use of a general, unsubstantiated threat increased Panelists' doubts about the veracity of the claim and the validity of the threat as a justification for evacuation of the precinct.

Despite the questions as to whether protestors posed a real danger to the East Precinct, most Panelists viewed the decision to have SPD pull back the barricades around the building as inevitable. The decision was also viewed, by some, as one which successfully de-escalated a tense situation between protestors and SPD officers. However, both community members and SPD officers were dissatisfied with the way the Mayor's Office and SPD leadership made and communicated the decision.

Despite investigation from OPA, the actual decision-making process between the City and SPD remains unclear. There is no known documentation of who participated in the meetings between the Mayor's Office and SPD on June 7th and 8th, or who gave what instructions to whom.¹⁸ Statements from Mayor Durkan suggest she did not order the withdrawal and the decision was made by SPD "frontline commanders."¹⁹ Statements from Chief Best indicate she had not supported the decision to leave the Precinct but, "[u]ltimately, the City had other plans for the building."²⁰ These declarations added to the widespread perception that there was no

¹⁵ [Raz Simone was live. | By Raz Simone | Facebook](#)

¹⁶ [OPA Case 2020OPA-0354](#)

¹⁷ One attempt to burn the building did occur, though not until June 12, 2020. See [Former Seattle resident pleads guilty to arson at Seattle Police East Precinct | USAO-WDWA | Department of Justice](#)

¹⁸ The OPA investigation suggests the decision to evacuate was made by an Incident Commander at the East Precinct, an authority delegated to him by the Chief.

¹⁹ [Mayor Durkan clarifies role in clearing of East Precinct - MyNorthwest.com](#)

²⁰ [Chief Best's Address to Officers - SPD Blotter \(seattle.gov\)](#)

unity between the City and SPD and illustrated the lack of transparency and accountability in major decision-making processes.

The Panel agreed with the strategy in the amended IAP and felt the decision to withdraw from the East Precinct defused the tension at the barricades. However, the hasty implementation of the decision created substantial communication and operational challenges. It was clear to Panelists the decision was made in a siloed fashion resulting in a lack of understanding and awareness throughout SPD, even for some at the command level, and created unnecessary confusion within SPD. Moreover, in the absence of clear information, rumors and misinformation filled the void and contributed to the anxiety of both the community and some within SPD.²¹

This lack of communication falls both on the Mayor's Office and on SPD leadership. The Panel was left to draw one of two conclusions from the Mayor and the Chief distancing themselves from the decision process. Either (a) the leaders of the City or SPD were removed from the decision, in which case they did not adequately participate in potentially impactful decision-making, or (b) the leaders of the City and/or SPD were being disingenuous with both the community and SPD officers.

SPD officers also felt unsupported by leadership. SPD panelists felt the City had abandoned the Department, capitulating to protestor unrest and forcing the withdrawal from the East Precinct. Adding to their frustration, the Mayor's Office regulated all public statements by SPD, preventing the department from engaging with the CHOP to try and establish common ground, rapport, and appropriate public safety.

Contributing Factors

The Panel identified 21 Contributing Factors, organized into six areas:

Communication:

1. The decision to temporarily leave the East Precinct was not communicated to SPD officers by City leadership.
2. There was little to no communication from the City in the days leading up to SPD's withdrawal from the East Precinct.
3. Capitol Hill residents and business owners were not informed of SPD's decision to withdraw from the East Precinct, nor were they aware of the City's or SPD's plans for next steps.
4. There were gaps in cross-functional communications between the Mayor's Office, SPD leadership, and officers.

Operational Supervision:

5. Instruction and direction on who and what to evacuate from the East Precinct, and how to do so, was unclear.

²¹ For example, many officers and 911 call center staff moved from the East to West Precinct stated a concern that the Department would soon also withdraw from the West Precinct and wondered what that would mean for their safety.

6. Decisions regarding the East Precinct were made by a siloed group of SPD leaders and City representatives.

Environment:

7. Members of the community were hesitant to engage with police out of concern of possible philosophical backlash from protestors.
8. Distrust within the community predated the withdrawal of SPD.
9. The protests were centered on the police and questioning their role in community.
10. Multiple days of protests had created an environment of significant mutual distrust among SPD and community members.
11. There was consistent violence between protestors and SPD at East Precinct barricades.

Procedures:

12. There was inadequate documentation of decision-making in meetings between the Mayor's Office and SPD, resulting in confusion about who was responsible for plan execution or communication.
13. Officers were moved to the West Precinct without warning or preparation.
14. Direction was given to the Assistant Chief to remove precinct barricades without clear direction on how to ensure the safety of the precinct.

Tactics:

15. The FBI told the City and SPD about a "general threat" to the East Precinct building. This unspecified information was then distributed.
16. SPD's revised Incident Action Plan (IAP) for June 8th lacked specifics about how the withdrawal from the East Precinct would be conducted and how and when SPD would re-enter the East Precinct.
17. SPD's plan for a temporary departure was expected to reduce tension at the barricades and then to return to the East Precinct the following day. This plan was then changed without clear indication of when they would return.

Cultural Leadership:

18. A structure did not exist to involve community in decisions about the actions of SPD.
19. The absence of justification for major decision allowed for the spread of inaccurate information.
20. Both the Chief of Police and the Mayor denied responsibility for the decision to withdraw from the East Precinct, further escalating community concerns about a lack of clear leadership or control of the situation.
21. There was not a clear decision-maker for the directive to withdraw from the East Precinct, and lack of accountability at City leadership made it difficult to get answers about processes and services.

Recommendations

- **Recommendation 1:** SPD and the City of Seattle should ensure Seattle neighborhoods are not left without public safety and other essential services. If City government is

prevented from accessing an area, it should make every effort to provide essential city services and emergency response. The City should assign a City liaison to facilitate communications with impacted community members about service provision or interruption.²²

- **Recommendation 2:** In the event of an evacuation of a government building or other emergency, strategic decision-making should be done at the highest level of government with accountability and transparency.
- **Recommendation 3:** SPD should improve internal channels of communication to increase efficient and timely collaborative decision making amongst command and with officers.
- **Recommendation 4:** SPD should ensure processes for transparency and accountability are in place in case of evacuation or other emergency. Ensure accurate logs are kept at the Seattle Police Operations Center (SPOC).
- **Recommendation 5:** SPD should ensure appropriate recordkeeping and documentation during significant planning and decisions during large-scale protests.
- **Recommendation 6:** SPD should conduct and publish an After-Action Review of a large-scale protest response within 60 days of the incident, including publication of all non-confidential materials used in the review.
- **Recommendation 7:** SPD Incident Action Plans (IAPs) should follow a standardized approval process that includes review at the appropriate command level to allow for accountability of decision-making.²² SPD should communicate IAPs to all officers prior to the implementation of the acts set forth in the IAP.
- **Recommendation 8:** SPD should ensure coordinated communication of goals, so the public has a clear understanding of SPD actions.
- **Recommendation 9:** SPD and the Mayor's Office should publicly communicate rationale for decision-making during large-scale protest response to decrease mistrust on the part of the public and officers.
- **Recommendation 10:** SPD and the City of Seattle should include OIG in planning meetings to offer recommendations and to stay informed.
- **Recommendation 11:** An SPD Public Information Officer should accompany the Incident Commander to important or large-scale events.

²² See Recommendation 1 in the SER Wave 2 report for more information on implementing Emergency Community Communications Officers (ECCOs).

Incident 2. Deceptive or Misleading SPD Communications, June 8th - 10th

The rapid withdrawal of SPD from the East Precinct surprised virtually everyone – community residents, protestors, and many within SPD. The lack of transparency in the communications from the Mayor’s Office and SPD leadership reinforced cynicism among the Seattle community and protestors.

The Planning Group identified two instances where many in the community felt SPD had not communicated in honest or appropriate ways, each of which was the subject of an OPA investigation:

- On June 8th, several SPD officers made radio transmissions on public radio channels containing false information about Proud Boys gathering near the CHOP;²³ and
- On June 10th, an SPD Assistant Chief conducted a press conference reporting anecdotal concerns about criminal acts within the CHOP. These reports were echoed by Chief Best a day later in a video address to SPD officers.²⁴

The Panel reviewed each of these Critical Incidents separately.

Incident 2a. Proud Boys Ruse²⁵

Incident Description

On the evening of June 8th, SPD removed barricades around the East Precinct building and protestors congregated at the intersection of 12th Avenue and Pine Street.²⁶ At 9:24 pm protestors listening to the SPD radio channel heard reports that members of the Proud Boys were moving towards the CHOP.²⁷ Around 11:30 pm, a Facebook live video followed a protestor to their vehicle, where the protestor picked up two rifles, handing one to another protestor and starting to explore the perimeter of the occupied area.²⁸ Information indicates that some protestors readied themselves for a potentially violent confrontation, while others fearfully anticipated the arrival of the Proud Boys.

According to the OPA investigation findings, an SPD Captain appointed an officer to recruit a team to carry out a disinformation effort to draw

Incident 2a. Proud Boys Ruse

- ❖ At 9:24 pm on June 8th SPD radio channel reports Proud Boys congregating downtown and moving towards the CHOP.
- ❖ Protestors in the CHOP arm themselves in case of conflict.
- ❖ OPA investigation indicates an SPD Captain appointed an officer to make false radio broadcasts to draw protestors away from the CHOP.
- ❖ OPA found the broadcasts violated SPD Policy 5.001-POL-11, which prohibits officers from engaging in dishonesty.

²³ [OPA Case 2020OPA-0479](#)

²⁴ OPA Case 2020OP-0355, referred for external investigation.

²⁵ This incident has been referred to as a “ruse,” but should be understood as a form of deception.

²⁶ [Raz Simone was live. | By Raz Simone | Facebook](#)

²⁷ The Proud Boys are a far-right hate group, self-described as “Western Chauvinists.” Members promote anti-Muslim, antisemitic, misogynistic, and “pro-white” rhetoric. The Proud Boys have been designated as a terrorist group in Canada and New Zealand. For more information, see the Southern Poverty Law Center’s article, “[Proud Boys.](#)”

²⁸ See: [Raz Simone was live. | By Raz Simone | Facebook](#). A self-identified CHOP security guard interviewed by OIG indicates the CHOP security team did not carry rifles, a rule for the vetted security. SPD body-worn video evidence indicates that other individuals in the CHOP did carry rifles.

protestors away from the East Precinct.²⁹ According to the organizing officer, several officers were instructed to make false radio broadcasts that would not cause shock or be unusual but would draw protestors away from the CHOP. The organizing officer also had the team create call signs that were not used by SPD so other SPD officers who heard them would be aware the communications were false. OPA interviewed four of the five named officers who participated in the radio transmissions. All four stated they had not received specific direction about what to say in the broadcast messages. None of the officers recalled how the decision was made to include the threat of the Proud Boys in the messages.

OPA found the broadcasts violated SPD Policy 5.001-POL-11, which prohibits officers from engaging in dishonesty.³⁰ OPA also noted the use of the Proud Boys, a white supremacist group, was particularly inflammatory given the context of the protests. In addition, the broadcast was not recorded and stored by SPD. OPA's assessment was hampered by the lack of a specific policy governing the use of ruses and deception.

Panel Analysis

Panelists focused discussion on the racism implicit in this ruse and about systemic racism within SPD. Many panelists felt the use of the Proud Boys for the ruse was an intentional manipulation of protestor fear of a violent white supremacist group, used to frighten and undermine the establishment of a Black Lives Matter protest at the height of anti-police tensions in Seattle. Many Panelists viewed this incident as an example of the way structural and internalized racism can coalesce in police decision-making and cause harm to the community. OPA's findings did not fully acknowledge and explore issues of potential racial bias or systemic racism.

Another area of discussion for the Panel was what many considered an obligation of SPD officers to tell the truth to the community. Lying to the community in this way was not only contrary to policy, but it was also a poorly considered tactic contributing to tensions in the CHOP. Panelists also voiced concerns about the lack of specificity of SPD's dishonesty policy as related to various police functions. SPD lacks specific policies governing the use of deception or ruses during crowd management, patrol operations, investigations, or interviewing/interrogation. The lack of SPD policies specific to any acceptable use of deception or ruses limited OPA's review of the incident. OPA was left to assess alleged improper conduct via a policy that was not directly applicable.

The officers' stated justification for the ruse did not seem credible to most on the Panel. OPA concluded that there was no exigent threat to life safety or public safety that might otherwise justify such a ruse. During the time of the transmission, SPD officers were not operating in the area and there "was no ongoing violence within the zone or imminent violence that could have been reasonably foreseen." The Panel also reviewed BWV footage of protestors discussing possible placement of armed security to address the Proud Boys threat.³¹ Some Panelists

²⁹ [OPA Case 2020OPA-0479](#)

³⁰ [5.001 - Standards and Duties - Police Manual | seattle.gov](#)

³¹ [Raz Simone was live. | By Raz Simone | Facebook](#)

considered these defensive acts designed to protect the CHOP from external aggressors, not meant as ambushes for SPD officers. Given these considerations, the involved officers' explanations to OPA were perceived by most Panelists as disingenuous.

The radio transmissions were not recorded and stored in accordance with normal SPD procedures, which was also a concern to the Panel. This lack of documentation undercut OPA's ability to fully investigate the incident (or, in fact, to even identify such conduct had taken place until provided with evidence collected by a community member) and further convinced many Panelists the officers involved acted in bad faith.

Panelists also considered issues related to the chain of command. The Captain who authorized but failed to supervise the ruse acknowledged he acted on his own discretion and without involving other Department members in his plan. A review of that day's IAP revealed that the Captain was not in the chain of command for the events. This raised the question of how and why the Captain inserted himself into this operation, and how he was able to order officers to engage in the ruse while outside the designated chain of command.

These actions outside the chain of command created other problems. The involved officers used a publicly accessible radio channel to broadcast the ruse and used made up call signs for one another to purportedly signal to other SPD officers that the broadcast was a ruse. However, witness officers interviewed by OPA reported being unaware the call signs were fake. Because the ruse was an order from a Captain acting alone outside the chain of command, other leadership was also not informed the broadcast was a ruse.

Importantly, in the wake of the OPA report and recommendations, SPD is working to modify its policies involving deception and ruses in collaboration with OIG and a stakeholder workgroup. Panel recommendations were generated without any insight into this ongoing policy development.

Contributing Factors

The Panel identified 10 Contributing Factors, organized into four categories:

Operational Supervision:

22. Decisions being made by SPD on June 8th were siloed. Officers in the chain of command and in the EOC were excluded from the conception, justification, and execution of the ruse and thus lacked the opportunity to evaluate or weigh in on the decision to conduct the ruse.
23. The Captain who ordered the ruse did not effectively supervise the officers broadcasting the ruse communications.
24. The SPOC, SPD HQ, EOC and SPD field operations were all operating in separate locations, in part because of the COVID pandemic. This complicated decision making and made it harder to discuss strategy or provide information about the ruse.

Procedures:

25. SPD does not have a specific policy governing “ruses,” only general guidance about “dishonesty.”
26. The current SPD policy on dishonesty does not provide guidance on how to document tactical decisions to be dishonest to a member of the public, or who should be notified in the chain of command prior to using dishonesty as a police tactic.
27. Formal daily debriefs were not conducted or documented on a regular basis, making it hard for officers gather or generate new information or raise up suggestions for tactical improvement.
28. Although the ruse employed invented call signs intended to signal the ruse to SPD officers, they were not recognized as invented by other emergency personnel who also believed the ruse information.
29. SPD did not document the ruse. Radio channels on which the Proud Boys ruse was broadcast were not recorded, limiting OPA’s ability to intake and investigate the ruse.

Tactics:

30. SPD officers used a channel they knew was being publicly monitored to broadcast the ruse.

Other:

31. The use of the Proud Boys by officers in the ruse added an element of racism which was inflammatory given the protests against systemic and historical racism.

Recommendations

- **Recommendation 12:** SPD should implement policies limiting deception and ruses used for patrol activities to instances in which (a) the ruse seeks to avoid an imminent personal injury or death or significant property damage; (b) the ruse will not itself cause an escalation in tension with members of the community potentially leading to a personal injury, death or significant property damage; and (c) the ruse is clearly documented by an authorized command officer or supervisor and communicated to other SPD individuals as appropriate to ensure compliance with the Incident Command System and stated SPD tactical objectives.
- **Recommendation 13:** SPD should prohibit broadcasted ruses.
- **Recommendation 14:** SPD should prohibit the use of ruses for crowd management or control purposes. If a ruse is justified during a crowd event or other emergency, any officer ordering a ruse should (a) be in the chain of operational command set forth in the daily briefing sheet; (b) document the circumstances justifying the ruse, the substance of the ruse, and the outcome of the ruse; and (c) inform and document communication to others in the chain of command on the existence, timing and content of planned ruse transmissions. SPD should specifically task appropriate members of the chain of command to coordinate the ruse if these conditions are met.
- **Recommendation 15:** SPD should amend SPD Communications policy (12.010) to require all SPD radio transmissions to be recorded and stored for a specified period to

allow for appropriate after-event review. SPD officers should not use unrecorded radio channels to transmit information, whether such lines are public (unencrypted) or secure (encrypted).

- **Recommendation 16:** SPD should implement a system for daily debriefs with reports at the officer, supervisor, and command levels during emergencies. These debriefs should be sent to the SPOC and EOC to assist senior officers in managing the emergency, as well as to assist senior officers in communicating important information back to those squads.
- **Recommendation 17:** SPD should evaluate the utility of a [circular organization chart](#), where information flows internally from one bureau to another.
- **Recommendation 18:** SPD Incident Command Plans during crowd events or emergency events should include officers with day-to-day operational authority over the resources necessary to address the emergency in question.
- **Recommendation 19:** SPD should ensure all officers at the rank of Lieutenant and above receive thorough training on all aspects of crowd management and emergency response, so any officer in SPD leadership can capably staff the EOC, the SPOC, or other crowd event response structures.
- **Recommendation 20:** SPD should ensure a diverse set of officers with relevant operational authority are permitted to observe and/or participate in strategic and tactical discussions during emergencies to allow for differing perspectives and critical evaluation in decision making.
- **Recommendation 21:** SPD should require consistent cultural competency and emotional intelligence trainings for supervisors and command staff to encourage deeper understanding of the impact of individual decisions on officers and community.
- **Recommendation 22:** SPD should consider implementing a departmental culture evaluation to identify and address barriers for officers of color being promoted to leadership roles within the department and encourage attention to identifying and reducing bias across the department.

Incident 2b. June 10th Press Conference

Incident Description

SPD held a press conference on June 10th regarding the decision to leave the East Precinct and the emerging CHOP protest.³² The Panel examined three statements from the press conference:

Threats to the East Precinct:

During the press conference, it was stated:

We were made aware that there were several threats to burn down the East Precinct. As you know, the East Precinct is not a free-standing building. It is in fact connected to residential apartment buildings, and to several businesses. We consulted with the Seattle Fire Department who informed us that if the East Precinct were to catch on fire, that there is the possibility that the fire would spread, and a very real possibility that those businesses and residences would be impacted. This would endanger firefighters, residences, and businesses. We felt that the safest plan at the time was to secure the building and have our officers relocated.

In response to a question about the credibility of the arson threats, the speaker replied:

Well, I consider them incredibly credible in that there were incendiary devices used at some of the officers on the lines during the earlier protests. When you look at the fact that we had businesses downtown looted and set on fire I think they were very credible threats.

Armed Checkpoints:

During the press conference, it was stated:

We have been hearing from community members that they have been subjected to barricades set up by the protestors with some armed individuals running them as checkpoints into the neighborhood. While they have a constitutionally protected right to bear arms, and while Washington is an open carry state, there is no legal right for those arms to be used to intimidate community members. If someone feels threatened or intimidated, we ask that they call 911 and report the incident. No one at these checkpoints has the legal authority to demand identification from anyone.

Incident 2b. June 10th Press Conference

- ❖ SPD held a press conference on June 10th regarding the decision to leave the East Precinct and the emergence of the CHOP.
- ❖ Three claims made during the press conference garnered cynicism from community.
- ❖ These claims included: 1) Threats of arson to the East Precinct; 2) Armed checkpoints requiring identification to enter the CHOP; and 3) Extortion of businesses in the CHOP area.

³² [KOMU News - WATCH: Seattle Police Assistant Chief Deanna Nollette is providing updates on the East Precinct. | Facebook](#)

The following day, the Chief of Police released a video to SPD officers reaffirming SPD had received multiple reports of armed patrols who “may be demanding to see identification for people who live in the area.” She continued, “This is not legal.”

Extortion in the CHOP:

During the press conference, it was stated:

We have heard anecdotally reports of citizens and businesses being asked to pay a fee to operate within this area. This is the crime of extortion. If anyone has been subjected to this, we need them to call 911 and report the incident.

In the video directed to SPD on June 11th, the Chief again refers to claims of armed individuals in the CHOP who “may be demanding payment from business owners in exchange for some of that protection.” The Chief describes the claims as rumors, requesting victims of extortion to come forward. No police reports were filed related to extortion of businesses within or around the CHOP.

Panel Analysis

The Panel undertook a careful evaluation of the June 10th press conference statements, discussing the accuracy while keeping in mind the rapidly changing circumstances of the period. This was the first press conference held by SPD after the unprecedented withdrawal from the East Precinct and the only press conference about the CHOP not held by Chief Best. This was viewed by some Panelists as potentially problematic in terms of consistency in communications. The Panel also felt the press conference failed to address protestor concerns or provide pertinent information to the community.³³

Threat to the East Precinct:

As described in Incident 1, interview excerpts published by OPA stated the FBI’s Seattle Field Office informed representatives from the Mayor’s Office and SPD of a general threat to burn down police facilities. This information could be viewed as a factor supporting SPD’s decision to evacuate the East Precinct. When asked about the credibility of the threat to the precinct, however, SPD made no reference to the FBI’s intelligence. Instead, the statement referenced looting and property damage from the first weekend of protests and the use of incendiary devices against SPD officers during the protests. The considerations of a threat to the building were unclear and there seemed to be no unified beliefs about why the building was at risk.

The absence of specific information within SPD’s rationale led many Panelists to question the legitimacy of the threat. Panelists also discussed reference in the press conference to “incendiary devices.” SPD Panelists confirmed this was in reference to an unlit candle thrown at

³³ See Incident 3.

the police line on June 7th.³⁴ For many panelists, the reference to “incendiary devices” seemed like an overstatement of danger to officers.

Armed Checkpoints:

Community Panelists who were present at the CHOP confirmed seeing checkpoints with protestors requiring identification for individuals entering the CHOP. Other reports indicated local business owners had not witnessed ID checkpoints, armed or otherwise.³⁵

The panel reviewed video evidence of armed individuals in the CHOP (see Incident #2a), as well as SPD BWV taken in the early morning of June 9th. The video showed officers in conversation with several protestors when another protestor, with a gun in a holster at his side, confronted the group. The armed protestor can be heard verbally challenging the officers and telling them to leave the area. The conversation between SPD and the other protestors was continued farther from the barricades.

In response to this video, an officer safety bulletin was issued by SPD later that day warning officers of potential safety risks in the area. The bulletin read:

The organizers of this movement have posted their own security cadre at all of the vehicle access points to the area. Many of the individuals at those locations have been seen openly carrying a combination of long guns and sidearms. The group appears resolute in their objective of preserving control of the area. *They are challenging anyone entering the area, often demanding to see identification and questioning their right to be there.*

Open carry sentries have been observed at the barricades on 13th Avenue at Pine Street, 12th Avenue at Pike Street, 11th Avenue at Pike Street, and Pine Street at Nagle Place, as well as directly in front of the precinct. Organizers have used social media platforms to call for more people with weapons to assist in staffing the barricades around the clock. (Emphasis added).

News reports from the time largely questioned SPD’s assertions:

- “It’s understandable how the barriers around the zone—movable wood and plastic left behind by the police—and the hygienically masked sentinels standing at them could look intimidating to residents. But I passed through them perhaps a dozen times over three days and, like everyone I saw and talked to in the zone, was never stopped or asked my business. Even if this were the ‘border wall’ Fox commentators call it, it would hardly be impenetrable; people could still come and go through the park abutting the zone. . . The barriers, other guards explained, were there to stop cars from driving into

³⁴ That day, the SPD Twitter account posted a picture of broken candles, referring to them as “improvised explosives.” See [Seattle Police Dept. on Twitter](#).

³⁵ [REDACTED—Email-to-Best-et-al-June-10-2020.pdf \(southseattleemerald.com\)](#)

the occupied streets—a real fear. . . There have been guns in the zone, however, at least in its first days (I never saw any in later days). The sentinels carrying them belong to a left-wing gun rights and self-defense group called the Puget Sound John Brown Gun Club.”³⁶

- “During our six-hour afternoon visit, we did not see any examples of what police are talking about, but that doesn’t mean it’s not happening.”³⁷
- “If the prospect of armed stop-and-frisks within the CHAZ seems too terrible to be true, that’s probably because it is. Take a stroll around the neighborhood right now and you’ll find some (slightly haphazard) community gardens, chalk art on the pavement, and probably someone playing a guitar. There was music and dancing. Businesses are open, albeit on a limited basis due to coronavirus.”³⁸

The Panel saw little other evidence of armed individuals within CHOP using their weapons to intimidate or prevent either SPD or non-SPD personnel from entering the area. The Director of the Office of Emergency Management (OEM) sent an email to SPD officials in the early evening of June 10th stating a site visit by OEM had not uncovered any evidence of armed checkpoints.³⁵ Despite these communications, Chief Best’s video published on June 11th continued to focus on intimidation in the CHOP.

Extortion in the CHOP:

The Panel discussed two pieces of anecdotal evidence of extortion in the CHOP. The first was a neighborhood business owner who was collecting and distributing donations to local organizations. The business owner described being asked by CHOP participants for \$500. The business owner declined to speak to SPD or OIG about their experience but confided in a fellow business owner who confirmed the case to the Panel. The second instance was a post from a user in the comment section of an article in the Capitol Hill Seattle Blog:

I’m a business owner in the area; my business was entered this evening by a group of six Free Cap Hill participants who requested I pay \$500 to help finance what they said was community security and protection. They said they will accept cash or Bitcoin; I told them I would prefer to pay in the latter in hope it would buy time. They’re supposedly coming back tomorrow to give me digital wallet details (none of them actually had that info when they showed up; I’m assuming there’s a leader or someone in the background who keeps it). Even \$500 is going to be a hit for us as we only just reopened but I’d rather pay than ask for trouble.³⁹

³⁶ [Don’t Listen to Fox. Here’s What’s Really Going On in Seattle’s Protest Zone. - POLITICO](#)

³⁷ [Police make allegations of intimidation, extortion inside Capitol Hill's Autonomous Zone | KOMO \(komonews.com\)](#)

³⁸ [Businesses Extorted? Armed Checkpoints on Capitol Hill? Yes, and Also Mercer Island Is for Sale - The Stranger](#)

³⁹ [‘Welcome to Free Capitol Hill’ — Capitol Hill Autonomous Zone forms around emptied East Precinct — UPDATE | CHS Capitol Hill Seattle News](#)

The same user added a follow-up comment, reading “I also am hoping they provide some more clarity as to whether this is a one-time or recurring payment and how often payment is expected.” The author of the article replied to the comment, “I haven’t heard of this from any other owners so please consider contacting me so I can learn more and shed some light . . . Or you can email [redacted]. I will also contact you at the email address you provided when leaving this comment.”

In the 24 hours after the press conference, several journalists and members of the community sought to verify the extortion claim but could not find evidence.⁴⁰ Without the ability to confirm either case, the statement made in the press conference did not appear credible to community.

News articles over the next year indicated SPD was, in fact, aware the claims were unconfirmed, both at the time of the press conference, and at the time of the video released by Chief Best on June 11th.⁴¹

Impact of Claims:

Panelists voiced concern that SPD’s reactions to the CHOP were about potential or unconfirmed criminal activity and that SPD purposefully portrayed the CHOP as a dangerous area. Several Panelists noted SPD should have made efforts to communicate with business owners in Capitol Hill to confirm the extortion and armed checkpoint claims or to memorialize the communications, but there is no record of such efforts.

Contributing Factors

The Panel identified six Contributing Factors, organized into three categories:

Communication:

32. There was a general lack of clarity regarding City and SPD engagement with the CHOP that created anxiety and concern among business owners and residents.
33. SPD provided insufficient support for assertions of “credible threats” against the East Precinct, or of the existence of armed checkpoints or extortion of businesses in the CHOP.

Environment:

34. The inability of SPD to substantiate the criminal activity reinforced distrust and cynicism about SPD motives regarding the CHOP.

⁴⁰ GSBA, Washington’s LGBTQ+ and allied chamber of commerce, [posted on Twitter](#) in response to a thread about the extortion claim: “GSBA and Capitol Hill Business Alliance have also reached out to businesses in the area, and we have found no evidence of this occurring. Keep up the good work.”

A local journalist also reached out to businesses in the area and [posted on Twitter](#): “Three firm denials from businesses that this is happening...Worker says they’ve had no problems with new zone: ‘I’ve been talking with neighboring businesses and they’re all elated honestly.’”

⁴¹ SPD Finally Confirms: They Have No Reports of Extortion in the CHOP - The Stranger; [Police walk back report that Capitol Hill protesters extorted businesses - The Seattle Times](#) Police walk back report that Capitol Hill protesters extorted businesses - The Seattle Times

35. The community perception was that SPD was perpetuating inaccurate information regarding the protestors and CHOP.

Procedures:

36. SPD did not verify the checkpoint or extortion rumors before or after the press conference.
37. SPD lacked established channels for communication with residents and business owners contributed to confusion, misinformation, and rumors about what was happening in the CHOP.

Recommendations

- **Recommendation 23:** SPD should develop a policy framework to guide public communications to ensure assertions are credible and supported by reliable information before dissemination.

Incident 3: CHOP Community Experience

Incident Description

The OIG reviewed information related to the goals and values of those involved in the CHOP, as well as the impact of the CHOP on essential City services for those living and working in the area.

Community Values:

The three key demands of the protestors (to defund and demilitarize the police, to invest in community-based public health and safety strategies, and to free the protestors who were arrested) were guiding values for those in the CHOP. On June 9th, a group called the Collective Black Voices at Free Capitol Hill published nineteen demands to the City.⁴² The document made clear the consensus view of protestors that the CHOP was focused on social and racial justice, the elimination of police brutality, and the creation of a fair and just system of public safety. Specific demands focused on police transparency and accountability, reparations for harms caused by police brutality, the abolition of police and prisons, as well as for mental health crisis response to be separate from law enforcement and 911 services.

Additional demands in the document sought broader social reforms linked to violence and poverty but not directly linked to SPD. These included improved health and medical care; free public housing and rent control; improved public education and free college for Washingtonians; naturalization services; additional funding for arts and culture; and a new process for electing government officials.

Protestors sought to embed these values in the CHOP through the establishment of mental health, mutual aid, and medical services for those visiting and living near the area. Local chefs provided hot meals, and protestors filled tents with fresh produce, canned and dry foods, and hygiene supplies. An area designated as the Conversation Café provided a space for discussing a variety of social justice issues and strategies for systemic change. Peaceful marches occurred daily, as did community gatherings which provided a space for protestors to identify goals and strategies for the community and the City to address systemic racism, promote equitable community development, and establish community-oriented health and safety measures.

Experiences of Residents and Business Owners

Throughout the establishment and dismantling of the CHOP, people living and working in the area were impacted by City and SPD leadership decisions. Residents and business owners expressed concern and frustration with the lack of organized response to the CHOP, as well as the delay or lack of response to 911 calls.

Incident 3: CHOP Community Experience

- ❖ Three overarching protestor demands: 1) Defund and demilitarize the police, 2) Invest in community-based public health and safety strategies, and 3) Free arrested protestors.
- ❖ The CHOP included mental health, mutual aid, and medical services.
- ❖ People living and working in the area impacted by City and SPD leadership decisions, including reduced access to City services and delays in emergency response.

⁴² The list can be found at <https://medium.com/@seattleblmanon3/the-demands-of-the-collective-black-voices-at-free-capitol-hill-to-the-government-of-seattle-ddaee51d3e47>.

Many in the Capitol Hill community supported the protestors and their goals. However, the CHOP and the absence of SPD and City resources complicated daily life for residents, some of whom found it more difficult to access their homes or businesses, and for whom transit and public services were reduced or not available.

The influx of people occupying Cal Anderson Park and the surrounding areas, coupled with the absence of City services, created garbage and waste issues; some residents interviewed by OIG expressed safety concerns related to the increased number of people in the park.⁴³ Residents found the communication from the City about these disruptions inconsistent and unclear.

The Mayor issued a directive on June 10th establishing certain City responses in the CHOP designed to support the protest and further safety.⁴⁴ Responsibility was delegated to:

- SFD for responding to fires and medical emergencies and helping reduce the risk of arson for businesses and residences;
- Seattle Department of Transportation (SDOT) and Seattle Public Utilities (SPU) for ensuring trash collection;
- Seattle Parks Department to assist in cleaning and repairing the area, and facilitating the work of community artists in the area; and
- The Office of Economic Development to communicate with small businesses about City services and first responder operations.

SFD Chief Scoggins, SPU CEO Mami Hara, and SDOT Director Sam Zimbabwe emerged as messengers for the city, communicating directly with protestors, residents, and other city agencies. Meetings were operational in nature, with less focus on addressing political issues or demands. Representatives of the protestors and business owners in meetings were often self-appointed, and participation in discussions with the City agencies was inconsistent. The intent of the meetings was to facilitate increased understanding among people impacted by the CHOP, however, substantial confusion remained on such foundational issues as barricade construction and placement, emergency response, and provision of other essential City services in the area.

Delays/Unavailability of SPD and Emergency Services

From the beginning of protest activity in late May, the Office of Emergency Management (OEM) had coordinated City resources and responsibilities for all aspects of emergencies through the EOC. The EOC ceased operation on June 14th, as the ongoing CHOP situation was no longer deemed an “emergency.”⁴⁵

On June 15th, the Mayor’s Office issued a statement clarifying the circumstances under which SPD and SFD would enter the CHOP.⁴⁶ SPD would respond to “significant life-safety issues.” For other calls (e.g., property crime calls), SPD would coordinate officer contact outside the CHOP boundaries. SFD would respond to fires and medical emergencies in the CHOP, but only after

⁴³ On file with OIG.

⁴⁴ [City Takes Steps to Create Safe Place for Peaceful Demonstrations - Office of the Mayor \(seattle.gov\)](#)

⁴⁵ For more on what constitutes an “emergency,” see [Seattle EOC Leadership Guide](#).

⁴⁶ [City of Seattle Engages with Capitol Hill Organized Protest to make Safety Changes - Office of the Mayor](#)

police had secured the scene.⁴⁷ In the meantime, SFD would work with CHOP volunteer medical staff to arrange for injured people to be taken to the perimeter of the area and call 911 from there.

After the transfer of emergency responsibilities from the OEM, one 911 call-taker told OIG, “[i]t was highly publicized [to the community] that SPD and SFD were not responding to incidents within the CHOP zone. This was not communicated to the 911 center, and we did not provide that instruction to our call takers and dispatchers. {...} We were taking every call, we were processing every call. And we were doing our best to handle every call, according to our existing policies and procedures.”⁴⁸

In contrast, some Capitol Hill community members interviewed by OIG reported being told by 911 that SPD could not access the area and anyone needing services would have to go to a designated area outside the CHOP. One individual interviewed by OIG stated they called 911 several times during the occupation: “They gave me a very good idea of what to expect, which was absolutely nothing.”⁴⁹ Another recalled hearing gunshots outside and someone screaming for help. When they called 911, the call-taker said the police could not come because it was within the CHOP zone.⁵⁰ A neighborhood building manager was told by an SPD officer, “We will not be able to provide for your safety. You should get out.”⁵¹

The differing understandings of 911 services highlight how internal miscommunication can lead to inconsistent perceptions and responses by City personnel and contribute to confusion among community.

Conclusion

The hierarchical structure of City government was unprepared and unable to communicate effectively with the horizontal structure of the CHOP. As a result, little progress was made on political or operational issues of importance to the protestors.

Panel Analysis

The Panel noted a lack of effective communication between SPD and the protestors in the CHOP, attributing this to SPD’s inability to effectively engage with a occupy-style of protest. SPD’s strategy to seek communication with leaders and spokespeople was not effective. Both community and SPD Panelists pointed to this as a key factor in the insufficient progress made on political or operational issues of importance to the protestors.

Panelists suggested insufficient communication contributed to the misinformation and lack of clarity for residents and business owners in the area. A business owner on the Panel described the lack of vetting conducted by the City for those allowed in the meeting, noting that one

⁴⁷ This was not a departure from the standard practice of SPD and SFD prior to the CHOP, but the level of concern and perceived danger at the border of the CHOP was much higher, and therefore the hesitancy of SFD (and others) to enter without an SPD escort was greater.

⁴⁸ On file with OIG.

⁴⁹ On file with OIG.

⁵⁰ On file with OIG.

⁵¹ On file with OIG.

attendee disingenuously portrayed themselves as a business owner. To the Panelists, this suggested a lack of structure and processes which the City should have had in place.

Panelists also discussed the demobilization of the EOC on June 14th. SPD Panelists noted this resulted in a breakdown of communication between SPD and other City departments, as the EOC had acted as the center for City coordination since May 30th.

Contributing Factors

The Panel identified nine Contributing Factors, organized into five categories:

Communication:

38. The CHOP protestors had a non-hierarchical leadership structure, leading to different representatives attending different meetings. Representatives for Capitol Hill business owners were not vetted by the City, also leading to different representatives attending meetings.
39. Traditional news reporting was reduced due to COVID precautions, allowing social media to be much more impactful in the spread of information.

Operational Supervision:

40. The Mayor delegated operational negotiations to SDOT, SPU, and SFD; SPD was largely absent from discussions between CHOP representatives and City agency representatives on the provision of essential services.
41. The EOC was disbanded on June 14th.

Environment:

42. Independent of the existence of CHOP, there was a lack of resources, programs, activities, sports, safe spaces for youth, with access further limited during COVID.

Procedures:

43. Due to safety concerns many City agencies were hesitant to allow employees to enter or work in the CHOP.
44. The Mayor's June 15th Executive Order limited SPD responses within the CHOP to life-threatening emergencies, and limited SFD's responses to areas where SPD has declared the area safe.

Cultural Leadership:

45. There was a lack of acknowledgement by City and SPD of protestors' goals and demands for change.
46. The City had no internal expertise and no access to external expertise for negotiating with "occupy" style of protest, which resulted in an inability to engage in effective leadership over the span of the CHOP.

Recommendations

- **Recommendation 24:** SPD and the City of Seattle should establish a reliable and effective communication strategy to address the provision of public safety and other City services during “occupy” style protests.
- **Recommendation 25:** SPD should provide increased health and wellness services to 911 call-takers and other emergency services employees.
- **Recommendation 26:** SPD and the City of Seattle should assess which department 911 call-taking and dispatch services should be housed under (note: Seattle City Council voted to move 911 call-taking moved to the new Community Safety and Communications Center (CSCC) on May 24, 2021).⁵²
- **Recommendation 27:** SPD and the City of Seattle should ensure a strategy for events that may impact neighborhoods, including appropriate contact information and identification of appropriate stakeholders.
- **Recommendation 28:** SPD and the City of Seattle should recognize the role of SPD as public servants in delivering public safety and should develop procedures to ensure continued provision of public safety and essential services in the case of large-scale protests or other instances where regular service delivery is interrupted.

⁵² [Seattle City Council approves bill to move 911 dispatch out of the Seattle Police Department \(seattlepi.com\)](https://seattlepi.com)

Incident 4: Fatal Shootings in the CHOP, June 20th and June 29th

The Planning Group identified two fatal shootings in late June for review by the Panel. The Panel discussions and analysis of both shootings centered on the ineffective communications between SPD and SFD which caused delays in providing life-saving care. The Panel analyses for both incidents are combined below for this reason.

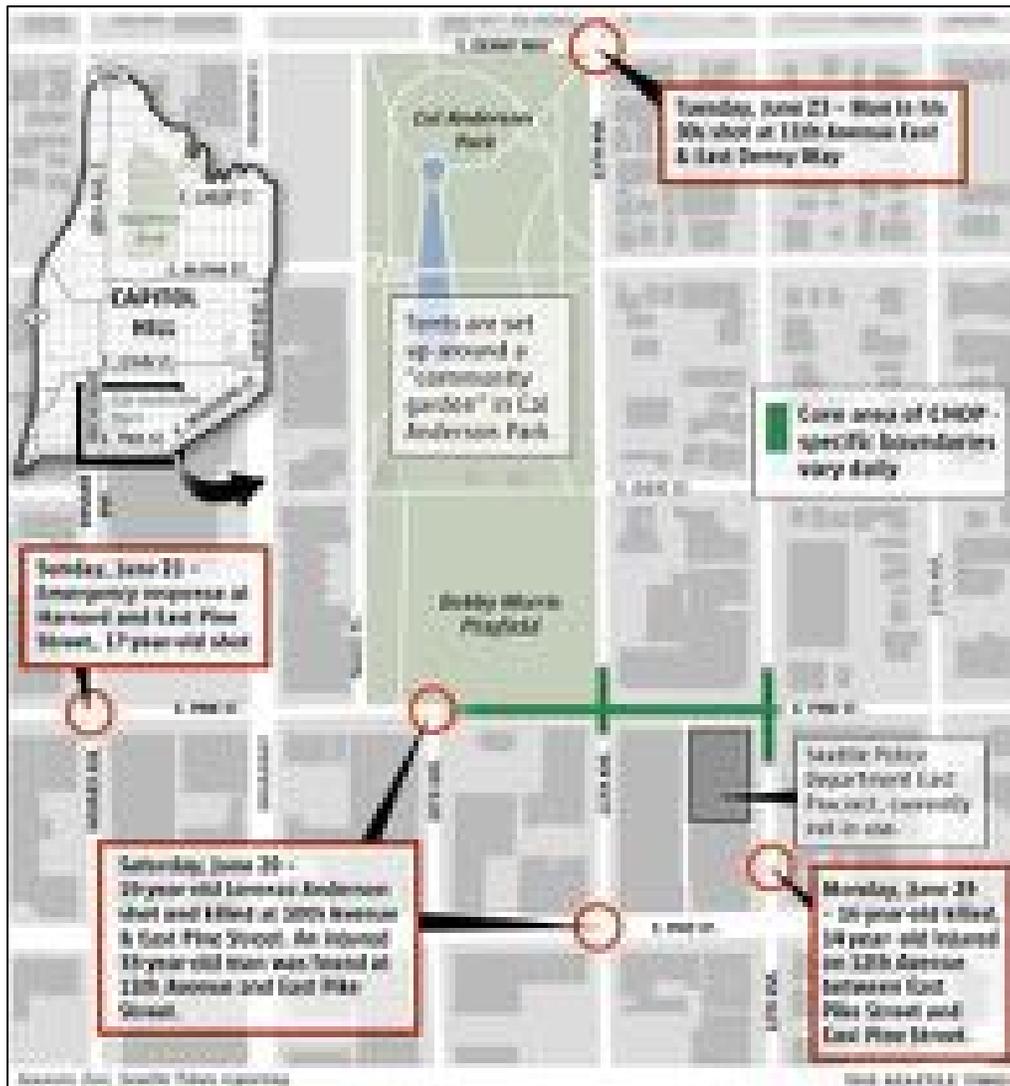


Figure 1. Incident 4 Map⁵³

⁵³ [Shooting at Seattle’s CHOP protest site kills 16-year-old boy, leaves 14-year-old seriously injured | The Seattle Times](#)

Incident 4a. June 20th Homicide

Horace Lorenzo Anderson Jr. graduated from high school in 2019. He was well liked by his teachers and fellow students, remembered for his passion and perseverance. Horace Lorenzo was an aspiring musician and loved to write music about his childhood. He was involved with a local art collective, and that year created a mural expressing his ability to overcome obstacles and the importance of staying true to oneself. Horace Lorenzo wanted to participate in the Black Lives Matter movement and in the local protests.

Incident Description

In the early morning of June 20th, an argument broke out on Cal Anderson playfield, and at 2:18 am, 19-year-old Horace Lorenzo Anderson, Jr. was shot four times. He was transported by protestors from the playfield to a civilian medic tent on 10th Avenue and Pine Street, where civilian medics in the CHOP performed CPR and attempted to resuscitate him.

Multiple individuals in the medical tent called 911 and asked call-takers to provide emergency medical assistance. According to KUOW reporters, CHOP medics reported receiving conflicting information from emergency dispatchers about how to transport Mr. Anderson to an ambulance.⁵⁴ At the time of the shooting, SPD units were located at 12th Avenue and Cherry Street, about seven blocks away. This was a staging location where SPD and SFD could connect before entering the CHOP in response to emergency calls. The location had been chosen to be close to the CHOP while being out of sight of protestors, as the sight of SPD cars from within the CHOP escalated tensions and anxiety of protestors.

While SPD was waiting at the staging area at 12th Avenue and Cherry Street, an SFD ambulance was parked at the corner of Broadway and Pike Street, about two blocks away from the CHOP medical tent. SFD policy is to wait until it is safe to respond after SPD has secured scenes involving potential violence.⁵⁵ Thus, despite the availability of SFD and SPD resources, a significant delay occurred in their ability to facilitate medical care. SPD officers were waiting for SFD to arrive at the SPD staging area while SFD was parked in a different location waiting for a confirmation from SPD that it was safe to enter the CHOP.

At 2:33 am, a community member was recorded pleading with an SFD ambulance driver to drive into the CHOP and assist.⁵⁶ The driver radioed SFD dispatch to confirm that he was not cleared to enter the CHOP. "That's negative," said the SFD dispatcher. "We're still working

Incident 4a: June 20th Homicide

- ❖ At 2:18 am on June 20th, 19-year-old Horace Lorenzo Anderson, Jr. was shot four times in Cal Anderson Park.
- ❖ CHOP medics performed CPR and attempted to resuscitate Mr. Anderson while others called 911 for emergency medical assistance.
- ❖ SPD units were located at 12th Avenue and Cherry Street, and an SFD ambulance was parked at the corner of Broadway and Pike Street.
- ❖ At 2:34 am, CHOP medics transported Mr. Anderson to Harborview Medical Center.
- ❖ SPD arrived at the CHOP at 2:39 am.
- ❖ Mr. Anderson was pronounced dead at 2:53 am.

⁵⁴ [A timeline of the fatal shooting in Seattle's #CHOP, formerly known as #CHAZ - YouTube](#)

⁵⁵ [Seattle Fire Department, Standard Operating Guideline \(imgix.net\)](#)

⁵⁶ [Raz Simone on Twitter: "Medics refused to help even after people in the CHOP begged. They let our bro bleed out for 30 minutes till he died. Fuck politics. Fuck your corrupt system. https://t.co/PMwxU9yEzd" / Twitter](#)

on it.” “OK,” replied the ambulance driver, “we have a number of citizens that want us [to go] into the location, I just want to make sure we are not clear to move into the location.” In a recording published by KUOW, another paramedic can be heard asking “Where are they staging? They are not with us.” “Yes, we advised them to go to your location,” said a dispatcher. “They were staging somewhere else.”⁵⁷

The SFD and SPD personnel were unable to communicate directly with each other, as each department was using its own radio frequency to communicate with its own dispatchers. Communications flowed in a linear “chain” from SPD officers to SPD dispatchers to SFD call-takers to SFD dispatchers to SFD officers, and back through the same process.

At 2:34 am, CHOP medics placed Mr. Anderson into a pickup truck to transport him to a previously agreed rendezvous point with SFD, while one of the medics in the CHOP ran two blocks east on Pine Street to SFD Station 25, outside the CHOP. Video from a cell phone showed her speaking through the glass garage door of the station at 2:38 to an SFD officer: “I’ve been doing CPR on a man at 10th and Pine, and I’ve been trying to close four bullet wounds for ten f*****g minutes.” The firefighter’s reply was inaudible, but the medic furiously responded “Broadway! I’m on the phone with your dispatch right now, hope you can make it!” before running back to the medical tent. At that same moment, SPD dispatch informed SFD that SPD was moving into the CHOP from the West. SFD dispatch responded, “Yeah, we’ve been directed to meet you at 12th and Cherry, is that correct? Yes or no.” “Negative,” replied SPD. “We’re no longer waiting, we’re moving in.”

At 2:39 am, almost 20 minutes after the shots were fired, a group of approximately 12 SPD officers arrived, walking east on Pine Street from Broadway into the CHOP. By the time SPD entered the CHOP, the civilian car had left the zone with Mr. Anderson.

Several bystanders attempted to explain to the officers that Mr. Anderson was no longer there. As the group of police continued through the area, the crowd became increasingly agitated, telling the police to put their guns down and screaming that Mr. Anderson was already gone.

Neither SFD nor SPD were present at the rendezvous point agreed upon by the medics and SFD, so they drove Mr. Anderson to Harborview Medical Center, arriving at Harborview at 2:45 am. Mr. Anderson was pronounced dead at 2:53 am.⁵⁸

Individuals providing security to the CHOP gathered information from the scene including shell casings and fragments and photographs of the scene. They coordinated with SPD, which had begun its own investigation. Less than 24 hours after the shooting, the suspected shooter was identified by witnesses, and nearby business surveillance video appeared to confirm eyewitness accounts. The suspect was apprehended by US Marshalls in Des Moines, Washington, the following year.

In a statement to KUOW in July 2020, Chief Best described protestors hindering SPD’s arrival to the scene. She stated, “Officers entered the CHOP and attempted to locate a shooting victim

⁵⁷ [A timeline of the fatal shooting in Seattle's #CHOP, formerly known as #CHAZ - YouTube](#)

⁵⁸ [Teen who died in CHOP shooting wanted ‘to be loved,’ those who knew him recall | The Seattle Times](#)

but were met with a violent crowd that prevented officers' safe access to the victim. The Department later learned that the victim had been transported to Harborview."⁵⁹

Incident 4b. June 29th Homicide

Antonio Mays Jr. travelled from San Diego to Seattle to experience the protests and support the Black Lives Matter movement. He was preparing to take over his family's barbecue sauce business after finishing high school and attending college. Antonio was a musician, describing himself as a vocalist, songwriter, and producer. Antonio's family remembers him as kindhearted, caring, and passionate about civil rights.

Incident Description

Violent incidents in the CHOP continued in the days following Mr. Anderson's death. In an incident unrelated to Mr. Anderson's shooting, a 33-year-old man was shot hours later in the early morning of June 20th. On June 21, a 17-year-old boy was shot in the arm inside the CHOP.

On June 22nd, Mayor Durkan released an Executive Order announcing the imminent closure of the CHOP.⁶⁰ She said in a statement, "[O]ver the last month thousands of people, including families, have visited the area and shown their support for the messages of equity and change. Unfortunately, that message has been undermined by the violence in the area. The area has increasingly attracted more individuals bent on division and violence, and it is risking the lives of individuals."⁶¹ Data indicates a decrease in calls for service in the summer of 2020.⁶²

The following day, June 23rd, a 30-year-old man was shot in CHOP. His injuries were not life-threatening.

While protestors and activity within the CHOP remained active, the Seattle Times reported that enthusiasm within the CHOP was waning.⁶³ After the violent incidents of the weekend the number of protestors decreased, with only a handful of tents remaining in Cal Anderson Park.

The City made an initial attempt to close the CHOP on June 26th, sending SDOT crews to remove the barricades in the street.⁶⁴ The SDOT vehicles were met with resistance, with one protestor

⁵⁹ KUOW - Seattle police claimed protestors blocked way to dying man. In fact, miscommunication with Seattle Fire was problem

⁶⁰ [Executive Order 2020-08](#)

⁶¹ [The violent end of CHOP, formerly known as CHAZ, explained - Vox](#)

⁶² Several factors may have contributed to this drop, including the reduced number of public interactions as a result of the COVID-19 pandemic, and the reluctance of many in the community to call the police as public attention was focused on the history of systemic racism in policing and on alternative methods of public safety. For more information, see: [SPD Data](#).

⁶³ [Seattle's CHOP shrinking, but demonstrators remain | The Seattle Times](#)

⁶⁴ Mayor Durkan meets with protestors after city thwarted from removing barricades at CHOP | The Seattle Times

lying down in the path of a city vehicle. An agreement was negotiated that the City would allow three days for protestors to gather their belongings and leave the CHOP before the City would clear the area.

Shortly after 11 pm on June 29th, approximately 15 shots were fired in Cal Anderson Park. Many people called 911 reporting the gunshots, but the callers had not actually seen the shots or the shooter(s). Without a description of the shooter or any reported injuries, dispatchers instructed callers that no SPD officers would be sent to the CHOP.

Beginning shortly after the first round of shots, individuals in the CHOP described two vehicles driving erratically around the CHOP. One, a white Jeep Cherokee, had two teenagers inside. The other, a gold Lincoln Town Car, was later reported to be CHOP security attempting to assess the situation and locate the shooters.

Several reports of physical altercations were called in to the 911 call center over the next hour, including reports of a man pulling a knife out in Cal Anderson Park, and a fight that culminated in a man firing shots into the air. A volunteer medic interviewed in a livestream broadcast stated that one assault victim was transported to Dick's Drive-In on Broadway to receive medical care, and another was taken to the hospital by CHOP security.⁶⁵ Around 1:15 am another round of shots was fired near the ball field. People in the park scattered, some running for cover while others laid on the ground for protection.

Yet another round of gunfire occurred in the CHOP at 2:58 am. Video and witness interviews indicated that the white Jeep Cherokee had driven from Cal Anderson Park to the East Precinct on 12th Avenue and Pine Street, firing shots both in the direction of the park and near the precinct. As the car turned onto Pine Street, it approached a group of barricades. The barricades were protecting tents erected in front of the East Precinct. Unnamed individuals later described by eyewitnesses as CHOP security opened fire on the white SUV, shooting its two occupants: the driver, 16-year-old Antonio Mays, Jr., and the passenger, an unnamed 14-year-old.

CHOP medics and others converged on the scene, pulling the two boys out of the car to provide aid. Several more calls were made to 911 as civilian medics attempted to perform CPR and apply tourniquets to the victims. At 3:05 am, the civilian medics administering care to the two teenagers decided that the situation was too urgent to wait for emergency services to arrive, and each victim was loaded into a private car for transport out of the CHOP.⁶⁶ SPD units staged

Incident 4b: June 29th Homicide

- ❖ Shots fired at 2:58 am from White Jeep Cherokee driving from Cal Anderson Park to East Precinct.
- ❖ CHOP security opened fire on the vehicle, shooting the driver, 16-year-old Antonio Mays, Jr., and 14-year-old passenger.
- ❖ CHOP medics provided aid, deciding at 3:05 am to transport victims out of CHOP for emergency assistance.
- ❖ Passenger arrived at Harborview Medical Center at 3:11 am; care transferred to Harborview staff.
- ❖ CHOP medics drove Mr. Mays to meet paramedics at staging location but had difficulty meeting paramedics.
- ❖ Mr. Mays transferred to SFD paramedics at 3:22 am; pronounced dead at scene.
- ❖ SPD arrived on scene at 7:45 am.

⁶⁵ [Guy witnessed assault & gun shot in CHAZ park - YouTube](#)

⁶⁶ A medic who transported Mr. Mays later said in an interview with Mr. Omari Salisbury (with Converge Media) that confusion among medics within the CHOP was a challenge: "It's all because we weren't going fast enough. I'm shouting, 'put him in a car,' someone else is shouting, 'no bandage him up.' I'm like 'f*** that, he needs to be in a car now.' Other people are like 'No he needs to be bandaged first.' To me, it was communication between the medical staff." See [KUOW - 1 teen dead, 1 wounded in shooting at Seattle's CHOP](#).

at the intersection of Broadway and Harvard Avenue, approximately three blocks south of Cal Anderson Park, were dispatched to establish a staging area on 14th Avenue and Union Street for SFD and assist in a safe rendezvous with the civilian medics.

Meanwhile, video taken of the scene showed an ambulance leaving Station 25 and driving away from the scene of the shooting, presumably going to the rendezvous point, which was farther away from the shooting location than the station was.⁶⁷ The victim arrived at Harborview Medical Center at 3:11 am and care was transferred to Harborview staff.

A silver SUV carrying Mr. Mays attempted to meet paramedics at the rendezvous point at 14th Avenue and Union Street. SPD dispatchers provided a description of the vehicle and informed SFD that the medic unit was on their way to the staging area.

Despite these communications, the CHOP medics had difficulty connecting with the SFD emergency medical personnel. As one civilian medic described it:

It took us probably 15 minutes just chasing one paramedic around that was supposed to be waiting for us on 14th and Union -- and once we got to him, he and the Chief looked directly at me on top of the car covered in blood, and they look at each other and they bust a U-turn and they start speeding down the road. And then we finally catch up with the paramedics, they're like three or four blocks away from us. So we finally catch up to them, they see us, and they take off again. And so we're in another high-speed chase with the paramedics. . . . I yelled to 'go straight to the hospital.'

The civilian medics pursued the ambulance, ultimately making contact with the paramedics in a parking lot. The CHOP medics pulled into the lot at 3:22 am to transfer Mr. Mays to SFD for transport to Harborview. According to the civilian medic, "By the time they got to the car, he died. There was no heart-to-heart resuscitation done by the paramedics, nothing, they just bagged him up."⁶⁸

Mr. Omari Salisbury, who provided comprehensive video coverage throughout the protests and the existence of the CHOP, interviewed an individual at the scene of the shooting who stated the two teenagers in the white SUV had driven into barricades protecting residents of the CHOP, causing CHOP security to open fire into the vehicle.

SPD did not arrive on the scene until 7:45 am. Radio transmissions stated that individuals were disturbing the scene and making the collection of evidence difficult for SPD.

The following day, an email from an SFD spokesperson indicated the ambulance crew perceived the car pursuing them "as a threat."⁶⁹ The email described two ambulances driving to the staging location:

⁶⁷ [Replay of Streams after Multiple Shootings In and Around CHOP June 28, 2020 - YouTube](#)

⁶⁸ [KUOW - 1 teen dead, 1 wounded in shooting at Seattle's CHOP](#)

⁶⁹ [Shooting at Seattle's CHOP protest site kills 16-year-old boy, leaves 14-year-old seriously injured | The Seattle Times](#)

[The ambulances] encountered a Nissan Pathfinder driving erratically towards them with someone riding on top of the vehicle. The responding crew perceived this as a threat, and as this area had not yet been secured by SPD, attempted to drive away from the vehicle and continue to the staging location. The crew was unaware during this time that this vehicle was carrying a patient.⁶⁹

The CAD log from the incident indicates dispatch alerted SPD and SFD the victim was being transported in a silver SUV to meet at the SFD staging area.⁷⁰

Panel Analysis

The Panelists focused discussion on the presence of the barricades around the CHOP, as well as the absence of SPD and SFD in the area. They felt this presented several complicating factors to the provision of emergency safety and medical services. As SPD Panelists noted, SPD had anticipated an increase of violence in the CHOP due to their absence and therefore chose to stage nearby. Further, City and SFD representatives had met regularly with CHOP representatives to coordinate procedures and rendezvous points in case of emergencies inside the CHOP. Despite these preparations, it took City departments over 20 minutes to respond to the 911 calls for assistance for Mr. Anderson and 24 minutes to meet the medics carrying Mr. Mays. SFD did not send ambulances into the CHOP on either occasion, although ambulances were within two blocks of the victims both nights. The efforts of those in the CHOP to connect to SFD ambulances outside the CHOP were unsuccessful on June 20th and significantly delayed on June 29th.

The Panelists highlighted the need for SPD and SFD responses to be well coordinated with each other, and with medics on the scene, to avoid unnecessary delays in the provision of potentially life-saving treatment for community members. To this end, there were several factors that the Panel found contributed to the time it took for SPD and SFD to respond.

SPD Panelists agreed with SFD's assessment of the situation as a "Scene of Violence," which SFD articulated in a statement the morning after Mr. Anderson's death:⁷¹

Our crews do not have training to go into a volatile situation to extract patients, which is why we have instructed people to walk or bring the patients to the perimeter of the crowd or transport in a private vehicle to the hospital to expedite medical treatment... Our mission is to save lives and protect property, but we must keep our firefighters and paramedics safe so we can continue to help people.

⁷⁰ CAD log: CP 2020-200050

⁷¹ SFD's Scenes of Violence policy addresses incidents "that necessitate Law Enforcement (LE) to be the lead agency based on apparent or potential violence. LE operations should address scene safety and security issues prior to the start of Seattle Fire operations in the Warm Zone." See: [Seattle Fire Department, Standard Operating Guideline \(imgix.net\)](#)

This was a scene where the risk was too high to commit our crews to respond in without a police escort.⁷²

Without a presence in the East Precinct building, officers were staged farther away than normal to respond to violence in and around the CHOP area. The 12th Avenue and Cherry Street location was deemed to be SPD's best staging option on June 20th, despite being more than half a mile away from the scene of the shooting. The 14th Avenue and Union Street staging location for SPD and SFD on June 29th was farther away from the CHOP than the fire station itself. Many Panelists were concerned that SPD did not have officers stationed closer to the CHOP on either occasion, particularly as SPD Panelists discussed the anticipation that violence would occur in the CHOP.

The Panel discussed the delay on June 20th, attributing it to the different radio frequencies used by SPD and SFD.⁷³ Having to wait for SPD and SFD dispatchers to transmit information back and forth was time-consuming and directly contributed to the lack of coordinated response and shared understanding of meeting locations and other critical information. Staging SFD and SPD in different areas reflected additional lack of coordination between the agencies that contributed to the response delays. Panelists suggested these incidents illustrate the need for a shared communications capability that would allow SPD officers on the scene or at the staging area to directly communicate with SFD ambulances coming to the scene.

Even after reviewing SFD's explanation of the incident, Panelists did not understand why SFD paramedics drove away from the civilian SUV carrying one of the shooting victims on June 29th, particularly given SPD's communication to SFD that the silver SUV was approaching them for assistance. The Panel noted confusion between SFD and the CHOP medics about the rendezvous locations in both incidents. OIG interviews suggested that multiple rendezvous points outside the CHOP had been proposed among CHOP and SFD representatives to address possible emergencies in various locations across the zone. However, the Panel maintained that SFD should have been prepared with specific agreed-upon rendezvous locations within the CHOP so that any 911 call-taker could communicate to SFD personnel and CHOP medics which rendezvous point would be used.

Contributing Factors

The Panel identified seven Contributing Factors, organized into six categories:

Communication:

47. There was a communication breakdown in meeting locations for ambulances to access people needing medical attention with no secondary plan.

⁷² [Statement from Seattle Fire - Fire Line](#)

⁷³ SPD and SFD use different radio frequencies because using a shared line may cause confusion for listeners.

48. SFD and CHOP representatives had discussed multiple rendezvous points over time to prepare for incidents in various locations within the CHOP. Communication between SFD and protestors did not include SPD.

Operational Supervision:

49. SPD and SFD lacked efficient and effective communication protocols, including the lack of direct communication for operational personnel, leading to confusion about staging areas and meeting points.

Environment:

50. SPD had evacuated the East Precinct and was staged blocks away from the CHOP.

Procedures:

51. SPD policy dictated a “Scene of Violence” situation where SFD will not come in without clearance from SPD.

Tactics:

52. SPD did not have patrols in the vicinity of the CHOP.

Cultural Leadership:

53. Remarks made by SPD that characterized protestors as interfering with the response to the shooting were not accurate.

Recommendations

- **Recommendation 29:** SPD should establish consistent staging points during large-scale protests or in areas where there is no public safety presence. If necessary, establish agreements with nearby businesses or other entities to establish closer staging areas to respond quickly to emergency situations.
- **Recommendation 30:** SPD and the City of Seattle should establish consistent rendezvous points for connecting injured people to emergency medical staff.
- **Recommendation 31:** SPD should use POET (Public Outreach and Engagement Team) officers to work with protestors to establish systems and procedures for providing other emergency safety and medical assistance.
- **Recommendation 32:** Ensure that SFD and SPD operational staff have real-time, direct lines of communication during emergencies.
- **Recommendation 33:** Implement a unified radio channel for dispatchers that responding officers from both SPD and SFD use for direct communication and rapid coordination when responding to a potentially dangerous scene.
- **Recommendation 34:** SPD and the City of Seattle should ensure public statements by SPD and City government are accurate.

IV. Conclusion

The decision of the City and SPD to withdraw from the East Precinct to de-escalate tension between SPD and protestors made space for creation of the CHOP. Once established, neither the City nor SPD leadership were able to communicate effectively with the occupy style protest or to provide consistent essential services to the CHOP or the surrounding neighborhood.

SPD officers are expected to be public safety professionals, ready to protect and serve the community. The community expectations transcend the circumstances of any particular moment, including situations where SPD is criticized or community members reject their presence as unjust and hurtful. Perhaps the best summary was provided by one of the SPD representatives to the Panel, when he said, *“We have to have the police, and we have to have the police that community wants.”*

At the conclusion of the Panel’s review, the Panel discussed the shutdown of the CHOP by the City and the expulsion of protestors from Cal Anderson Park by SPD on July 1st. The Panel considered this incident to conclude their thoughts and to more fully understand this important period of protest, and to explore why SPD tactics which generated considerable anger from community members earlier in the protests were deployed with considerably less negative reaction from the community during the clearing of Cal Anderson Park and the CHOP Zone. The panelists observed that at this point the number of protestors residing in CHOP had diminished, and people were moving to other forms of protests.

The Panel wishes to give the last word to Ms. Sinclair, who concluded her presentation to the Panel by saying, *“Lorenzo is still here. This is an opportunity for change. Something bad did happen, but we’re coming together to make sure bad things don’t happen again. This has given a real opportunity for healing and change.”*

Appendix A. SER Participants

Names listed by role and alphabetically.

Name	Title	Role
Panelists		
Argo, Mergitu	Community Service Officer, Seattle Police Department	Panel Member
Benalfew, Sophia	Executive Director, Ethiopian Community in Seattle	Panel Member
Brooks, John	Captain, Seattle Police Department	Panel Member
Davis, Tyrone	Lieutenant, Seattle Police Department	Panel Member
Ebrahimi, Taha	Chair, Cal Anderson Park Alliance	Panel Member
Greening, Eric	Assistant Chief, Seattle Police Department	Panel Member
Judge, Lisa	Inspector General, Office of Inspector General	Panel Member
Martin, Karin	Associate Professor, University of Washington	Panel Member
Moodie, Donna	Executive Director, Capitol Hill EcoDistrict	Panel Member
Taylor, Tracy	Owner, Elliott Bay Book Co.	Panel Member
Roberson, Matthew	Officer, Seattle Police Department	Panel Member
Ward, Ronald	Associate Monitor, Seattle Police Monitor	Panel Member
Washington, Maurice	Community Advocate	Panel Member
Facilitators and Subject Matter Experts		
Hollway, John	Associate Dean and Executive Director, Quattrone Center for the Fair Administration of Justice at the University of Pennsylvania Law School	Facilitator
Lim, Thary	Co-circle Keeper, CEO of PointOneNorth Consulting LLC.	Facilitator
Maguire, Edward	Professor in the School of Criminology and Criminal Justice at Arizona State University	Subject Matter Expert
Phoung, Saroeum	Circle Keeper, CEO of PointOneNorth Consulting LLC.	Facilitator
Rowe, Cassidy	J.D. Candidate, University of Pennsylvania Law School	Facilitator (staff)
OIG Staff		
Hernandez Aldaco, Daniel	Former Policy Analyst, Office of Inspector General	Former OIG Staff

Hiller, Sienna	Policy Analyst, Office of Inspector General	OIG Staff
McCracken, Conor	Policy Analyst, Office of Inspector General	OIG Staff
Meza, Miroslava	Deputy Inspector General, Office of Inspector General	OIG Staff
Perez-Morrison, Alyssa	Policy Supervisor, Office of Inspector General	OIG Staff
Sierra, Miriam	Policy Analyst, Officer of Inspector General	OIG Staff
Tsai, Amy	Former Deputy Inspector General, Office of Inspector General	Former OIG Staff

Appendix B. Wave 3 SER Recommendations

For the reader's convenience, the Wave 3 recommendations are compiled in a single list below:

Recommendation 1: SPD and the City of Seattle should ensure Seattle neighborhoods are not left without public safety and other essential services. If City government is prevented from accessing an area, it should make every effort to provide city services and emergency response. The City should assign a City liaison to facilitate communications with impacted community members about service provision or interruption.

Recommendation 2: In the event of an evacuation of a government building or other emergency, strategic decision-making should be done at the highest level of government with accountability and transparency.

Recommendation 3: SPD should improve internal channels of communication to increase efficient and timely collaborative decision making amongst command and with officers.

Recommendation 4: SPD should ensure processes for transparency and accountability are in place in case of evacuation or other emergency. Ensure accurate logs are kept at the Seattle Police Operations Center (SPOC).

Recommendation 5: SPD should ensure appropriate recordkeeping and documentation during significant planning and decisions during large-scale protests.

Recommendation 6: SPD should conduct and publish an After-Action Review of actions taken during a large-scale protest response within 60 days of implementation, including all non-confidential materials used in the review.

Recommendation 7: SPD Incident Action Plans (IAPs) should follow a standardized approval process that includes review at the appropriate command level to allow for accountability of decision-making.²² SPD should communicate IAPs to all officers prior to the implementation of the acts set forth in the IAP.

Recommendation 8: SPD should ensure coordinated communication of goals so the public has a clear understanding of SPD actions.

Recommendation 9: SPD and the Mayor's Office should publicly communicate rationale for decision-making during large-scale protest response to decrease mistrust on the part of the public and officers.

Recommendation 10: SPD and the City of Seattle should include OIG in planning meetings to offer recommendations and to stay informed.

Recommendation 11: An SPD Public Information Officer should accompany the Incident commander to important or large-scale events.

Recommendation 12: SPD should implement policies limiting deception and ruses to instances in which (a) the ruse seeks to avoid an imminent personal injury or death or significant property damage; (b) the ruse will not itself cause an escalation in tension with members of the community potentially leading to a personal injury, death or significant property damage; (c) the ruse is clearly documented by an authorized command officer or supervisor and communicated to other SPD individuals as appropriate to ensure compliance with the Incident Command System and stated SPD tactical objectives.

Recommendation 13: SPD should prohibit broadcasted ruses.

Recommendation 14: SPD should prohibit the use of ruses for crowd management or control purposes. If a ruse is justified during a crowd event or other emergency, any officer ordering a ruse should (a) be in

the chain of operational command set forth in the daily briefing sheet; (b) document the circumstances justifying the ruse, the substance of the ruse, and the outcome of the ruse; and (c) inform and document communication to others in the chain of command on the existence, timing and content of planned ruse transmissions. SPD should specifically task appropriate members of the chain of command to coordinate the ruse if these conditions are met.

Recommendation 15: SPD should amend SPD Communications policy (12.010) to require all SPD radio transmissions to be recorded and stored for a specified period to allow for appropriate after-event review. SPD officers should not use unrecorded radio channels to transmit information, whether such lines are public (unencrypted) or secure (encrypted).

Recommendation 16: SPD should implement a system for daily debriefs with reports at the officer, supervisor, and command levels during emergencies. These debriefs should be sent to the SPOC and EOC to assist senior officers in managing the emergency, as well as to assist senior officers in communicating important information back to those squads.

Recommendation 17: SPD should evaluate the utility of a [circular organization chart](#), where information flows internally from one bureau to another.

Recommendation 18: SPD Incident Command Plans during crowd events or emergency events should include officers with day-to-day operational authority over the resources necessary to address the emergency in question.

Recommendation 19: SPD should ensure all officers at the rank of Lieutenant and above receive thorough training on all aspects of crowd management and emergency response, so any officer in SPD leadership can capably staff the EOC, the SPOC, or other crowd event response structures.

Recommendation 20: SPD should ensure a diverse set of officers with relevant operational authority are permitted to observe and/or participate in strategic and tactical discussions during emergencies to allow for differing perspectives and critical evaluation in decision making.

Recommendation 21: SPD should require consistent cultural competency and emotional intelligence trainings for supervisors and command staff to encourage deeper understanding of the impact of individual decisions on officers and community.

Recommendation 22: SPD should consider implementing a departmental culture evaluation to identify and address barriers for officer of color being promoted to leadership roles within the department and encourage attention to identifying and reducing bias across the department.

Recommendation 23: SPD should develop a policy framework to guide public communications to ensure assertions are credible and supported by reliable information before dissemination.

Recommendation 24: SPD and the City of Seattle should establish a reliable and effective communication strategy to address the provision of public safety and other City services during “occupy” style protests.

Recommendation 25: SPD should provide increased health and wellness services to 911 call-takers and other emergency services employees.

Recommendation 26: SPD and the City of Seattle should assess which department 911 call-taking and dispatch services should be housed under (note: Seattle City Council voted to move 911 call-taking moved to the new Community Safety and Communications Center [CSCC] on May 24, 2021).

Recommendation 27: SPD and the City of Seattle should ensure a strategy for events that may impact neighborhoods, including appropriate contact information and identification of appropriate stakeholders.

Recommendation 28: SPD and the City of Seattle should recognize the role of SPD as public servants in delivering public safety and should develop procedures to ensure continued provision of public safety and essential services in the case of large-scale protests or other instances where regular service delivery is interrupted.

Recommendation 29: SPD should establish consistent staging points during large-scale protests or in areas where there is no public safety presence. If necessary, establish agreements with nearby businesses or other entities to establish closer staging areas to respond quickly to emergency situations.

Recommendation 30: SPD and the City of Seattle should establish consistent rendezvous points for connecting injured people to emergency medical staff.

Recommendation 31: SPD should use POET (Public Outreach and Engagement Team) officers to work with protestors to establish systems and procedures for providing other emergency safety and medical assistance.

Recommendation 32: Ensure that SFD and SPD operational staff have real-time, direct lines of communication during emergencies.

Recommendation 33: Implement a unified radio channel for dispatchers that responding officers from both SPD and SFD use for direct communication and rapid coordination when responding to a potentially dangerous scene.

Recommendation 34: SPD and the City of Seattle should ensure public statements by SPD and City government are accurate.

Appendix C. Wave 3 SER Contributing Factors

For the reader's convenience, the contributing factors for each incident are compiled below:

Incident 1. SPD Evacuates East Precinct

The Panel identified 21 Contributing Factors, organized into six areas:

Communication:

1. The decision to temporarily leave the East Precinct was not communicated to SPD officers by City leadership.
2. There was little to no communication from the City in the days leading up to SPD's withdrawal from the East Precinct.
3. Capitol Hill residents and business owners were not informed of SPD's decision to withdraw from the East Precinct, nor were they aware of the City's or SPD's plans for next steps.
4. There were gaps in cross-functional communications between the Mayor's Office, SPD leadership, and officers.

Operational Supervision:

5. Instruction and direction on who and what to evacuate from the East Precinct, and how to do so, was unclear.
6. Decisions regarding the East Precinct were made by a siloed group of SPD leaders and City representatives.

Environment:

7. Members of the community were hesitant to engage with police out of concern of possible philosophical backlash from protestors.
8. Distrust within the community predated the withdrawal of SPD.
9. The protests were centered on the police and questioning their role in community.
10. Multiple days of protests had created an environment of significant mutual distrust among SPD and community members.
11. There was consistent violence between protestors and SPD at East Precinct barricades.

Procedures:

12. There was inadequate documentation of decision-making in meetings between the Mayor's Office and SPD, resulting in confusion about who was responsible for plan execution or communication.
13. Officers were moved to the West Precinct without warning or preparation.
14. Direction was given to the Assistant Chief to remove precinct barricades without clear direction on how to ensure the safety of the precinct.

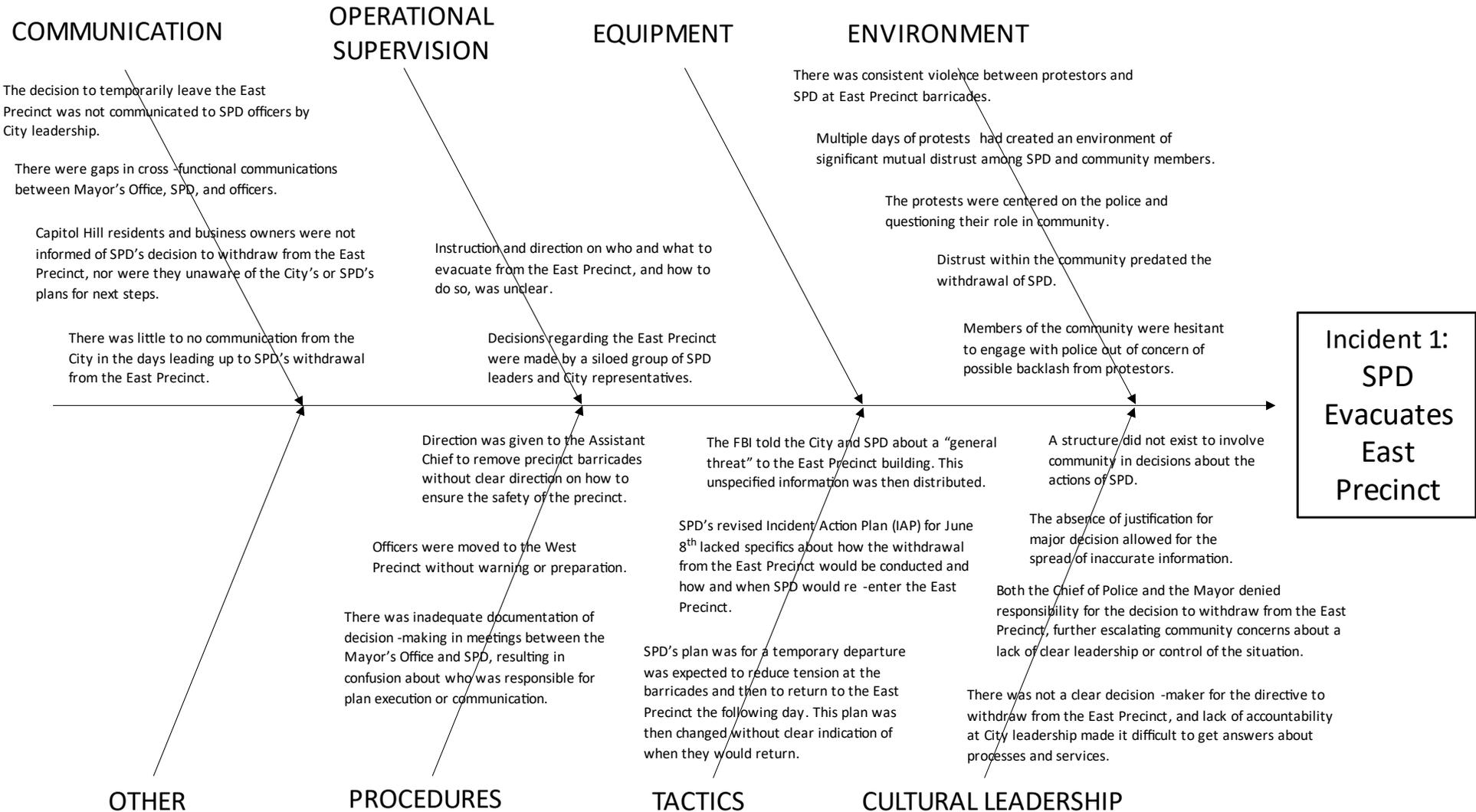
Tactics:

15. The FBI told the City and SPD about a "general threat" to the East Precinct building. This unspecified information was then distributed.
16. SPD's revised Incident Action Plan (IAP) for June 8th lacked specifics about how the withdrawal from the East Precinct would be conducted and how and when SPD would re-enter the East Precinct.

17. SPD's plan was for a temporary departure was expected to reduce tension at the barricades and then to return to the East Precinct the following day. This plan was then changed without clear indication of when they would return.

Cultural Leadership:

18. A structure did not exist to involve community in decisions about the actions of SPD.
19. The absence of justification for major decision allowed for the spread of inaccurate information.
20. Both the Chief of Police and the Mayor denied responsibility for the decision to withdraw from the East Precinct, further escalating community concerns about a lack of clear leadership or control of the situation.
21. There was not a clear decision-maker for the directive to withdraw from the East Precinct, and lack of accountability at City leadership made it difficult to get answers about processes and services.



Incident 2a. Proud Boys Ruse

The Panel identified 10 factors contributing to this incident, organized into four categories:

Operational Supervision:

22. Decisions being made by SPD on June 8th were siloed. Officers in the chain of command and in the EOC were excluded from the conception, justification, and execution of the ruse and thus lacked the opportunity to evaluate or weigh in on the decision to conduct the ruse.
23. The Captain who ordered the ruse did not effectively supervise the officers broadcasting the ruse communications.
24. The SPOC, SPD HQ, EOC and SPD field operations were all operating in separate locations, in part because of the COVID pandemic. This complicated decision making and made it harder to discuss strategy or provide information about the ruse.

Procedures:

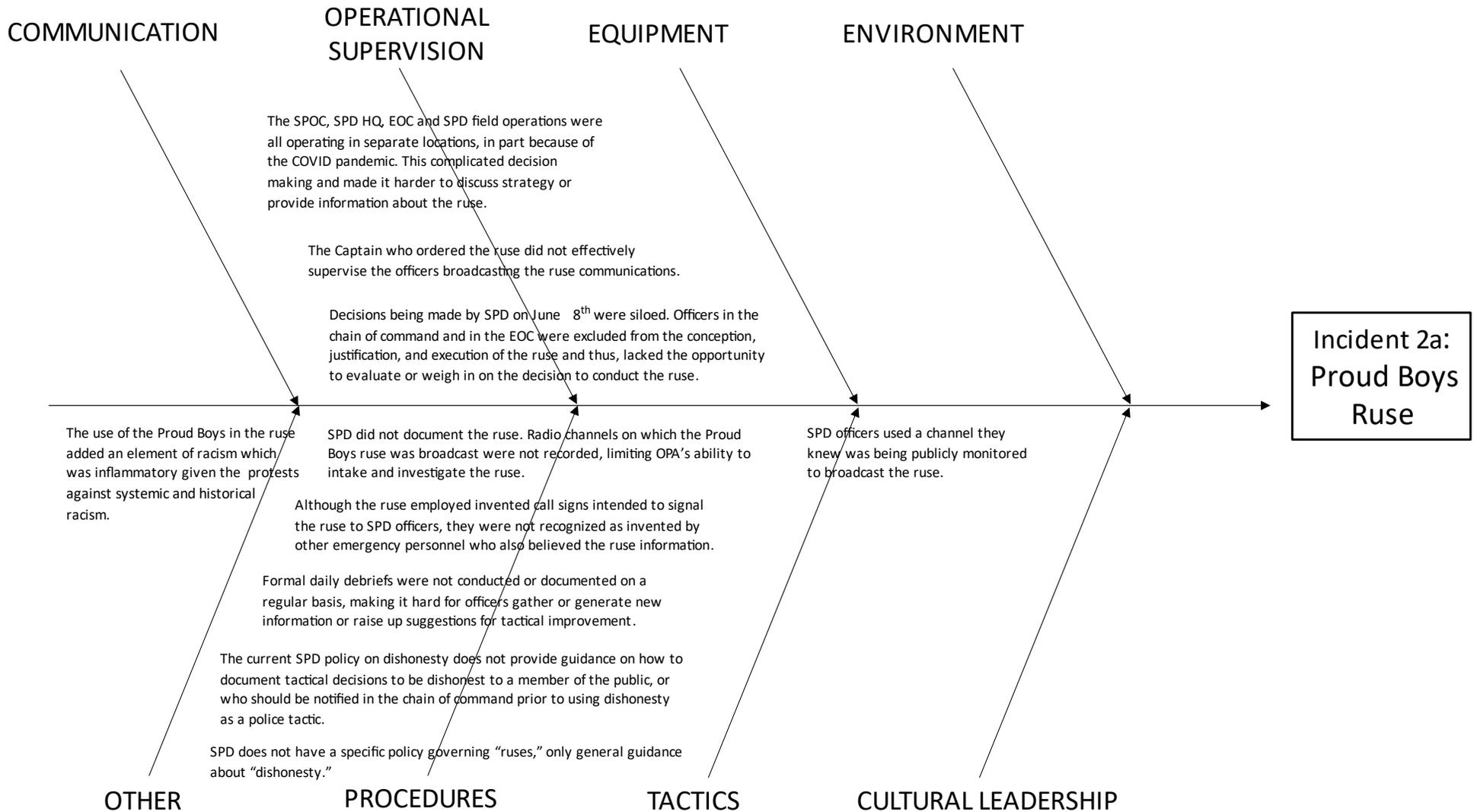
25. SPD does not have a specific policy governing “ruses,” only general guidance about “dishonesty.”
26. The current SPD policy on dishonesty does not provide guidance on how to document tactical decisions to be dishonest to a member of the public, or who should be notified in the chain of command prior to using dishonesty as a police tactic.
27. Formal daily debriefs were not conducted or documented on a regular basis, making it hard for officers gather or generate new information or raise up suggestions for tactical improvement.
28. Although the ruse employed invented call signs intended to signal the ruse to SPD officers, they were not recognized as invented by other emergency personnel who also believed the ruse information.
29. SPD did not document the ruse. Radio channels on which the Proud Boys ruse was broadcast were not recorded, limiting OPA’s ability to intake and investigate the ruse.

Tactics:

30. SPD officers used a channel they knew was being publicly monitored to broadcast the ruse.

Other:

31. The use of the Proud Boys by officers in the ruse added an element of racism which was inflammatory given the protests against systemic and historical racism.



Incident 2b. June 10th Press Conference

The Panel identified six Contributing Factors, organized into three categories:

Communication:

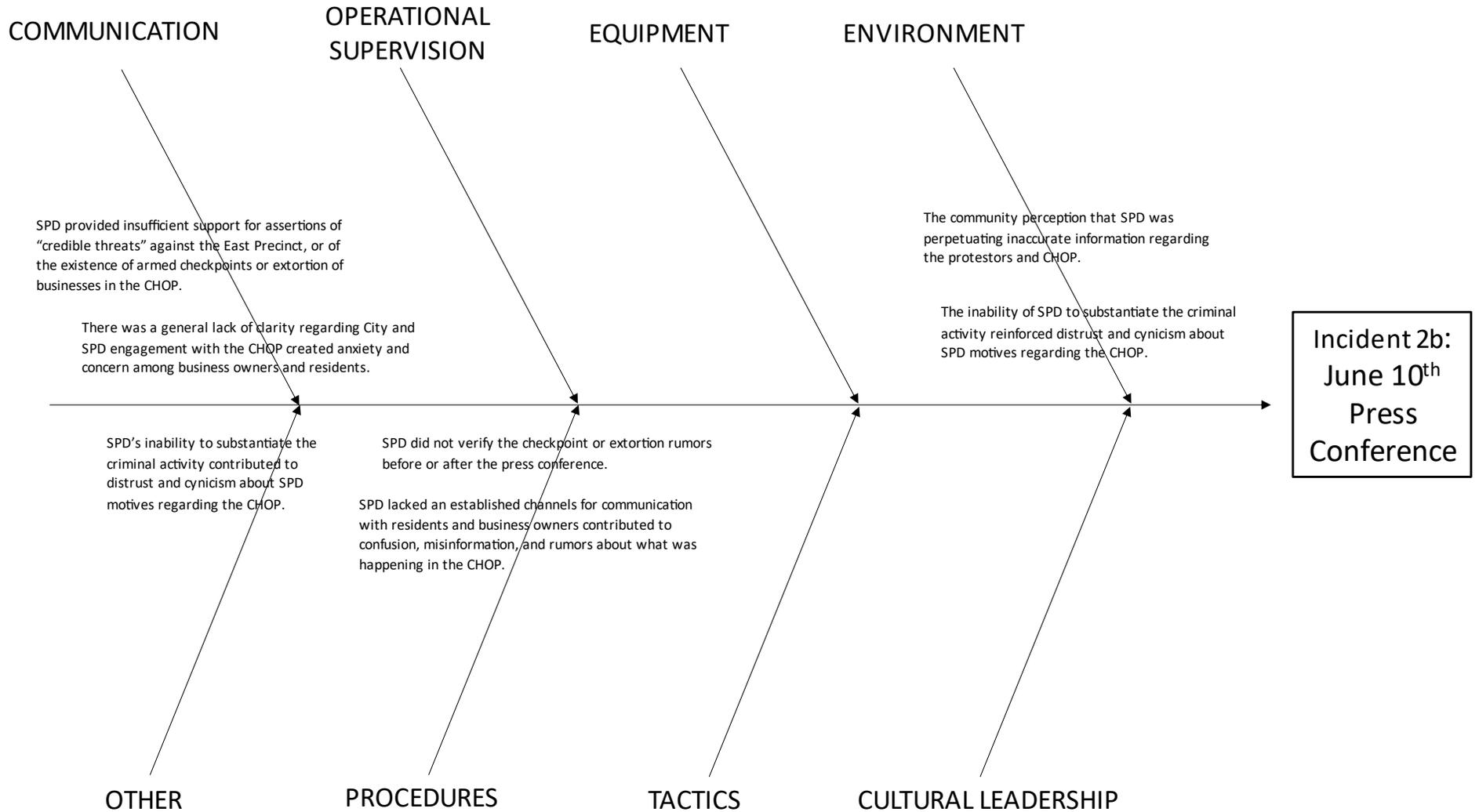
32. There was a general lack of clarity regarding City and SPD engagement with the CHOP that created anxiety and concern among business owners and residents.
33. SPD provided insufficient support for assertions of “credible threats” against the East Precinct, or of the existence of armed checkpoints or extortion of businesses in the CHOP.

Environment:

34. The inability of SPD to substantiate the criminal activity reinforced distrust and cynicism about SPD motives regarding the CHOP.
35. The community perception was that SPD was perpetuating inaccurate information regarding the protestors and CHOP.

Procedures:

36. SPD did not verify the checkpoint or extortion rumors before or after the press conference.
37. SPD lacked established channels for communication with residents and business owners contributed to confusion, misinformation, and rumors about what was happening in the CHOP.



Incident 3. CHOP Community Experience

The Panel identified nine Contributing Factors, organized into five categories:

Communication:

38. The CHOP protestors had a non-hierarchical leadership structure, leading to different representatives attending different meetings. Representatives for Capitol Hill business owners were not vetted by the City, also leading to different representatives attending meetings.
39. Traditional news reporting was reduced due to COVID precautions, allowing social media to be much more impactful in the spread of information.

Operational Supervision:

40. The Mayor delegated operational negotiations to SDOT, SPU, and SFD; SPD was largely absent from discussions between CHOP representatives and City agency representatives on the provision of essential services.
41. The EOC was disbanded on June 14th.

Environment:

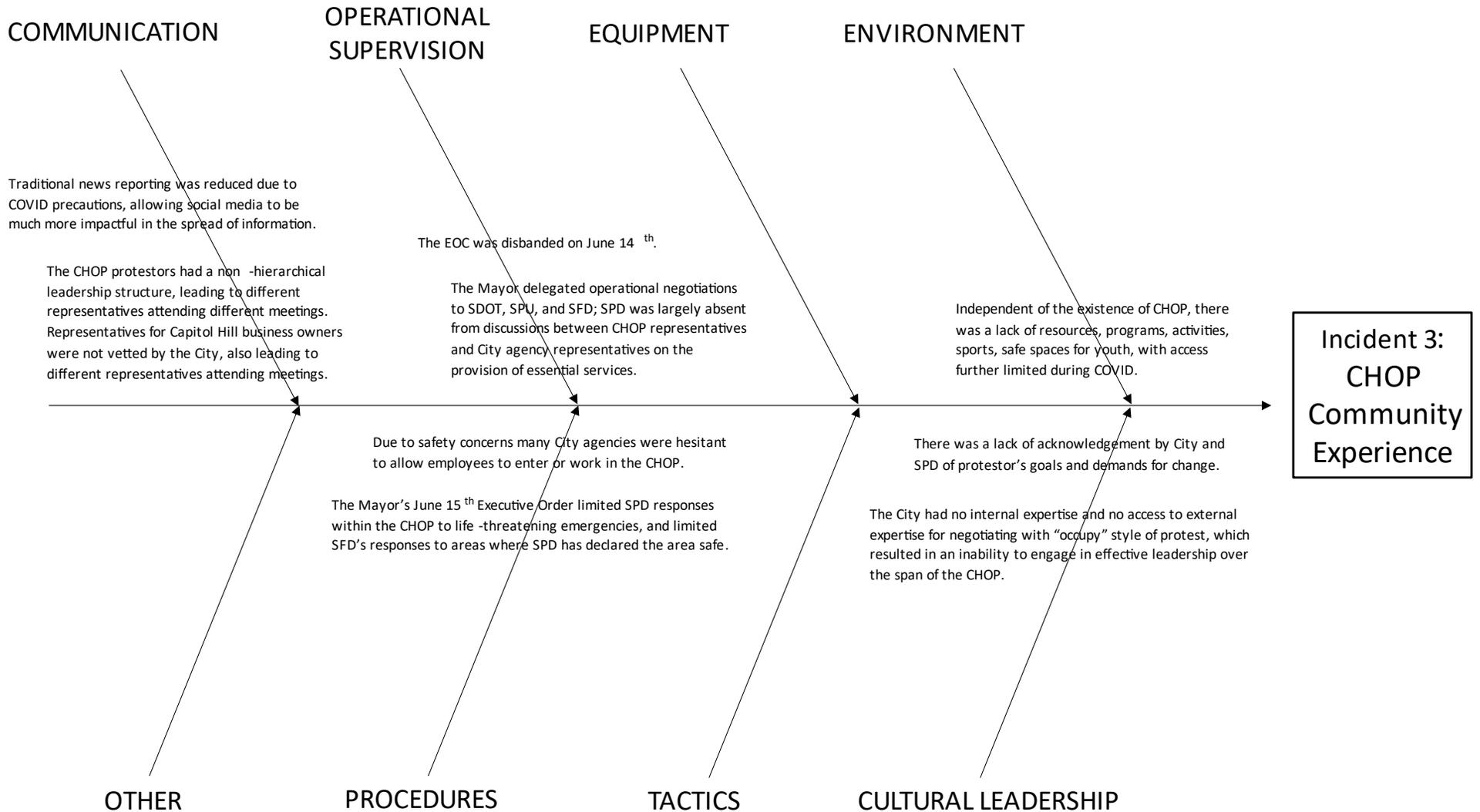
42. Independent of the existence of CHOP, there was a lack of resources, programs, activities, sports, safe spaces for youth, with access further limited during COVID.

Procedures:

43. Due to safety concerns many City agencies were hesitant to allow employees to enter or work in the CHOP.
44. The Mayor's June 15th Executive Order limited SPD responses within the CHOP to life-threatening emergencies, and limited SFD's responses to areas where SPD has declared the area safe.

Cultural Leadership:

45. There was a lack of acknowledgement by City and SPD of protestors' goals and demands for change.
46. The City had no internal expertise and no access to external expertise for negotiating with "occupy" style of protest, which resulted in an inability to engage in effective leadership over the span of the CHOP.



Incident 4. Fatal Shootings in the CHOP, June 20th and June 29th

The Panel identified seven Contributing Factors, organized into six categories:

Communication:

- 47. There was a communication breakdown in meeting locations for ambulances to access people needing medical attention with no secondary plan.
- 48. SFD and CHOP representatives had discussed multiple rendezvous points over time to prepare for incidents in various locations within the CHOP. Communication between SFD and protestors did not include SPD.

Operational Supervision:

- 49. SPD and SFD lacked efficient and effective communication protocols, including the lack of direct communication for operational personnel, leading to confusion about staging areas and meeting points.

Environment:

- 50. SPD had evacuated the East Precinct and was staged blocks away from the CHOP.

Procedures:

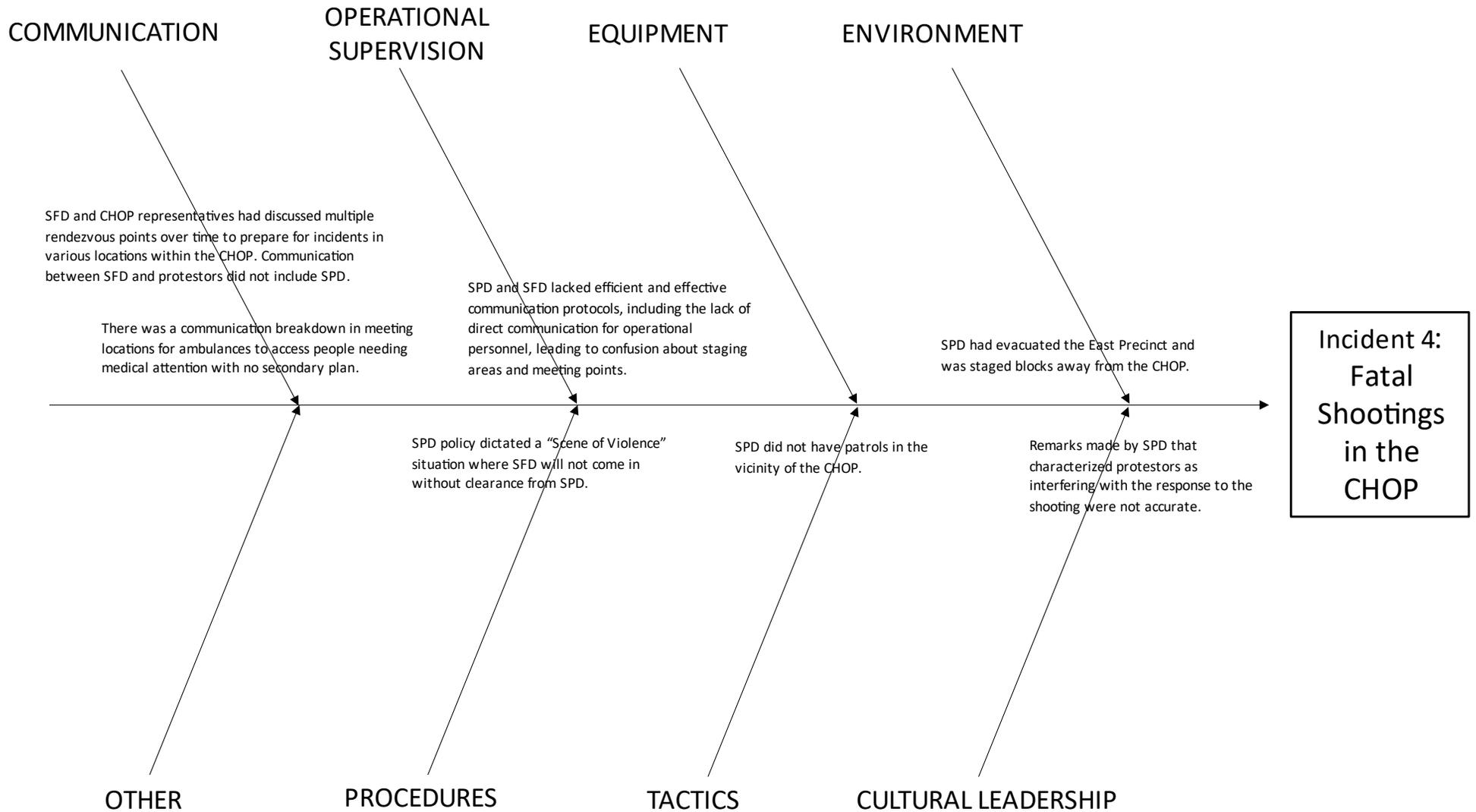
- 51. SPD policy dictated a “Scene of Violence” situation where SFD will not come in without clearance from SPD.

Tactics:

- 52. SPD did not have patrols in the vicinity of the CHOP.

Cultural Leadership:

- 53. Remarks made by SPD that characterized protestors as interfering with the response to the shooting were not accurate.



Appendix D. White Paper

An Intergroup Perspective on Seattle’s CHOP/CHAZ Occupation

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Introduction

George Floyd was murdered by Minneapolis police officer Derek Chauvin on May 25, 2020. Video footage of Floyd’s tragic slow-motion death underneath the knee of Officer Chauvin touched the hearts of people worldwide and led to massive protests throughout the United States and abroad. Seattle was no exception. Although located nearly 1,400 miles away from Minneapolis, Seattle was home to numerous protests associated with the death of George Floyd. These protests led to conflict between police and protestors in Seattle. In response to this conflict, the city decided to withdraw police personnel temporarily from the Seattle Police Department’s East precinct. The city’s decision to have police leave the East precinct led the protestors to occupy an adjacent six-block area in the Capitol Hill neighborhood. The area was known by various names, including the Capitol Hill Occupied Protest (CHOP) and the Capitol Hill Autonomous Zone (CHAZ), among others. Drawing on interviews with a variety of key stakeholders, this report examines the genesis of CHOP/CHAZ and the perspectives of different stakeholders about the CHOP/CHAZ occupation. The results reveal widely differing opinions about the CHOP/CHAZ. The report closes by reflecting on the findings and considering some options for preventing or reducing intergroup conflict in the future.

The Genesis of CHOP/CHAZ

On May 29, 2020, the city of Seattle experienced the first protest over the death of George Floyd. The protests continued daily and, on several occasions, involved significant conflict between protestors and the police. The protests also resulted in significant looting and property damage. Many of the protests took place around the Seattle Police Department’s East Precinct which is located in the Capitol Hill neighborhood. On June 8, the eleventh day of the protests, the Seattle police withdrew from the East Precinct and reopened nearby streets. Mayor Jenny Durkan described the retreat as “an effort to proactively de-escalate interactions between protestors and law enforcement outside the East Precinct” (Durkan, 2020). Although it was a highly controversial decision, a later investigation by the Seattle Office of Police Accountability concluded that the decision to withdraw from the East Precinct was “a reasonable decision based on the information available... and the need to protect both the East Precinct and the physical safety of protestors and SPD officers” (Bettesworth, 2021; also see Myerberg, 2021).

After police withdrew from the East Precinct, protestors set up barricades around a six-block area near the precinct and the Seattle Department of Transportation (SDOT) provided more permanent, cement barricades to protect the area from vehicle traffic. The area became known variously as Free Capitol Hill, the Capitol Hill Organized Protest or the Capitol Hill

Occupied Protest (CHOP), and the Capitol Hill Autonomous Zone (CHAZ). Protestors established a security force, some members of which were armed with handguns. Protestors regulated access to the space in an effort to prevent people with ill intent from causing a disturbance or harming people located within the barricades. The CHOP/CHAZ occupation was highly controversial and elicited disparate opinions both locally and nationally. For instance, President Donald Trump (2020) said:

Radical Left Governor @JayInslee and the Mayor of Seattle are being taunted and played at a level that our great Country has never seen before. Take back your city NOW. If you don't do it, I will. This is not a game. These ugly Anarchists must be stooped IMMEDIATELY. MOVE FAST!

Seattle Mayor Jenny Durkan took a very different perspective, referring to the zone as a “block party atmosphere” and reassuring the community that “there is no threat right now to the public.”

Methodology

The primary sources of data used in this study are 32 typewritten transcripts and/or field notes resulting from 24 interviews of, and eight testimonies by, stakeholders involved in some facet of the CHOP/CHAZ occupation. These stakeholders fall into four general categories: protestors, neighborhood stakeholders,⁵¹ Seattle Police Department employees (both sworn and civilian), and other city agency employees. I use thematic analysis to analyze the transcripts and field notes. Thematic analysis is a primarily inductive method for extracting themes from qualitative data (Braun & Clark, 2012). Consistent with my purpose here, Guest et al. (2012, p. 16) note that the focus of thematic analysis is on “presenting the stories and experiences voiced by study participants as accurately and comprehensively as possible.” I conducted separate thematic analyses – a process known as “segmenting” – for each of the four general stakeholder categories included in this study (Guest et al., 2012).

Results

This section presents the results of the qualitative analysis broken down into four sections: protestors, neighborhood stakeholders,⁵⁷ Seattle Police Department employees, and other city agency employees.

1. Protestors

The thematic analysis of interview and testimony data from protestors revealed four primary themes. The first two themes focus on CHOP, including its goals and its racial composition. The next two themes focus on the police, including police use of force, and police non-responsiveness to requests for assistance.

The first primary theme that emerged, *Goals*, focuses on two issues: the movement’s stated goals, and protestors’ efforts to clarify external misconceptions about those goals. During the interviews, multiple protestors expressed CHOP’s goals using very specific, almost identical language, suggesting that internal messaging about these goals has been successful at spreading the word. For example, one protestor explained that CHOP’s goals are to (1) defund

and demilitarize the police, (2) invest in community-based public health and safety strategies, and (3) free the protestors who were arrested (File 19, p. 202).

Numerous protestors expressed concerns about external messaging about their goals and their motives, particularly the inaccurate messaging coming from certain politicians and media outlets. Many acknowledge that some of this inaccurate messaging likely resulted from one of the early names given to the protest zone. One of the names used at the start of the movement was “Capitol Hill Autonomous Zone,” which raised questions among some pundits about whether its members were looking to secede from the union or declare themselves outside the jurisdiction of the United States. The following quotations illustrate protestors’ efforts to set the record straight.

- *The conservative media lies every day. How you gonna call me a terrorist and we're out here feeding poor people? We're out here taking care of the mentally ill. We're out here de-escalating violence in the city's jurisdiction. This ain't no autonomous zone. (File 27, p. 247).*
- *We're not a separatist movement. We are not Antifa. We're not terrorists. We're concerned members of the community that want to remain members of community. So, we've actually changed the acronym. We're no longer using CHAZ. We're using CHOP. CHOP means Capitol Hill Occupied Protest. It's still a protest. It's an Occupy movement. It's nothing else (File 21, p. 215).*
- *We're not trying to dismantle Western democracy or civilization in any way. I think we're just a little upset that our constables are acting with impunity (File 22, p. 219).*
- *It's an occupying protest. It's not, we're not, trying to secede from the country or separate ourselves from it (File 24, p. 228).*
- *We're all being manipulated by the boys in blue. You know, we're all being arrested by them, we're all being identified as threats by them. They called us domestic terrorists because we were out here defending our people's rights, you know? (File 33, p. 263)*

The goals of the movement, as expressed by its participants, are instead oriented toward social justice rather than secession, terrorism, or violence. As one protestor explained, “what we're trying to start here is a second civil rights movement” (File 27, p. 250).

The second primary theme that emerged from the interviews with protestors involved issues associated with *Race*, specifically the racial composition of CHOP participants. Although the protests focused heavily on injustices experienced by people of color, most of the protestors were white. As shown in the sample quotes below, some of the protestors acknowledged this issue during their interviews.

- *Don't get me wrong, but the majority of the people there [CHOP] were white... once again, don't let me take away from the white brothers and sisters who did come out and stand up (File 7, p. 76).*

- *“This is somewhat controversial that, you know, a bunch of white people gather around and have fun when we're talking about police brutality, but it does help us occupy the space. So, you know... we're working on making sure that everyone is aware of what's happening, that we're here for Black Lives Matter, not just to have fun (File 23, p. 221).*

Serious questions about the racial composition of CHOP arose during the occupation. For instance, what is the proper role of white allies in a protest focused on injustices experienced by people of color? Do people of color feel comfortable coming together with white allies to protest against racial injustice issues?

While acknowledging the contributions made by white allies during CHOP, one participant noted that people of color may not feel safe or comfortable in such settings:

- *And that was my biggest thing coming out here as a Black woman is recognizing that, first of all, ninety percent of people out here don't even look like me. And I know that they're fighting for my Black life and the lives of my Black brothers and sisters and aunties and cousins, uncles, but my people don't feel like they can come down here. And for me, I want to be able to be with my people, especially if this movement is for us (File 25, p. 232).*
- *Based on the results of our survey from the CHOP protestors, our white allies are looking for Black leadership. And you know, in order to get Black leadership though, you have to first create an opportunity. And then try your best to make them feel safe because every day, as a Black person, you never know what's going to happen... We always feel like we're under attack. So, for me, it's important if I'm gonna bring Black folks together, that we do so in a way that makes everyone feel safe and comfortable” (File 25, p. 235).*

Other people of color within the movement emphasized the importance of people coming together across racial lines and welcoming all allies.

We need, once again, allies of every race, every gender, every religion, culture, however you want to frame it, we need people who believe in justice and human rights on our side. They don't need to be alienated. They need to be celebrated for stepping up and doing what's right (File 27, p. 241).

These are difficult and sensitive issues that led to some level of divisiveness within CHOP.

The third primary theme that emerged from the analysis of protestor interviews is *Police Use of Force*. The excessive use of force against George Floyd in Minneapolis is what first triggered the protests in Seattle. When protestors began encountering excessive force by Seattle police, it fueled the growth of the protest movement and led to the development of CHOP. Several protestors raised these issues during their interviews, as illustrated by the sample quotes below:

- *The police officers are out here right now treating us like it's the military... and bombing us. It looks like Iraq out here (File 20, p. 210).*

- *Well, we have had a lot of local police violence. We've had to deal with an escalation of force, an escalation of resources. And a great deal of our community's budget is sent to the Seattle Police Department unchallenged and that's been an issue for many years. And so, it's really a response to police violence. It's a response to violence in our Black community. And that's why there are so many people out here to support the movement (File 23, p. 226).*

Police use of force in the United States was widespread during the George Floyd protests in the summer of 2020, and Seattle was no exception (Seattle OIG, 2021).

The final primary theme that emerged during the analysis of data from protestors was *Police Non-Responsiveness* to calls for service. Protestors provided numerous examples of this phenomenon. For example, during a shooting in the early morning on June 20, witnesses called the police to report an active shooter. CHOP security and medics responded to the incident. CHOP medics tried to keep the victim alive while waiting for an ambulance. However, the ambulance could not go in because they were not allowed to respond to a scene with a possible active shooter. Protestors took the victim to Harborview Medical Center. The police did not arrive until later. Protestors were angry that SPD responded so late (File 18, p. 199). In another incident, an individual in the protest zone walked around naked during a mental health crisis and police would not respond (File 18, p. 199). Another protestor was trying to arrange help for a mentally ill woman with a child, but police refused to come. He had to walk five blocks at 2 a.m. to deliver her to police (File 27, p. 243). When questioned about why police were refusing to respond to calls for service in and around the CHOP zone, city officials responded by saying they did not feel it was a safe place for police to enter (File 18, p. 199).

2. Neighborhood Stakeholders

The thematic analysis of data from neighborhood stakeholders revealed four primary themes. The first theme focuses on the composition of, and changes that occurred within, the CHOP community during the occupation. The remaining three themes focus on the SPD, including concerns about police aggression, communication, and nonresponse to requests for assistance.

The first primary theme, *CHOP Composition and Change*, focuses on the characteristics of CHOP participants as well as changes that occurred in CHOP as the occupation evolved. One key characteristic of the CHOP community was that it was heterogeneous in a variety of ways. As one Capitol Hill resident noted, there were “many different groups and many different beliefs” among CHOP participants, and “there were different protest groups against each other” (File 3, p. 23). Moreover, as another resident noted, “there was churn on a regular basis among CHOP participants. Some people were consistently present, but “it was generally pretty few” (File 5, p. 55). This inconsistency in who was present in CHOP, especially when combined with the fact that it was a leaderless movement, often made it challenging for neighborhood stakeholders to coordinate with CHOP members.

The CHOP movement itself also began to change as the occupation continued. In the beginning, CHOP was often described as having a festive atmosphere and resembling a block party. However, as time went on, several key changes occurred in CHOP. For example,

neighborhood stakeholders noted that the movement became more violent and unruly, particularly at night. One Capitol Hill resident explained that the movement was “changing from hour to hour, from day to day” (File 3, p. 19). Another resident said “there was a change from the beginning to when it became more violent” (File 10, p. 109). An area business owner who sympathized with the protestors in the beginning grew less tolerant when the movement “started leading to people getting killed” (File 9, p. 102). Several residents emphasized that the movement “became more violent as the sun went down” (File 10, p. 109; also see File 5, p. 46).

In addition to the perceptions of increasing levels of violence, several neighborhood stakeholders also emphasized the extent to which CHOP became a magnet for social problems such as homelessness, mental illness, and drug use. One resident felt that the homeless had taken over the park, and that it was no longer safe to bring their children there. During the occupation, “there were a lot more homeless people camping in the park, so much so that we couldn’t even use it anymore. They’re defecating, urinating, their needles everywhere... it was disgusting. The whole thing was disgusting” (File 10, p. 109). Another noted that “once the place got full of houseless people, like, you could hear screams at night (File 3, p. 19). Another said that “across the street when the homeless were camping, there was a lot of drug activity... People injecting drugs. It just made me sick” (File 8, p. 85).

Consistent with evidence from protestors, several neighborhood stakeholders also raised concerns about the racial composition of CHOP participants. As one respondent noted, “CHOP was like this experiment. It was supposed to be a no cop zone where Black lives mattered, and then in the period of one month of this experiment happening,” it ended up being largely composed of white people (File 3, p. 21). A local business owner also observed that the movement involved “a lot of white faces” (File 9, p. 101).

The second primary theme emerging from the analysis of the neighborhood stakeholder data was *Police Aggression*. Within this theme, there were three specific subthemes: hostile behavior, escalation, and the use of chemical agents. A property manager described one example of hostile behavior, noting that police officers on bicycles acted like gangs. Groups of officers would go “riding down the street like hooting and hollering. A bunch of frat bros or something...they were very angry and aggressive” (File 2, p. 14). A resident described an incident in which an elderly resident in his building went outside to dump his trash and the police would not let him back into his own building. “They started questioning him and harassing him...They're like fourteen-year-old little boys who are trying to get away with something. They don't act in a mature manner” (File 10, p. 112). Other neighborhood stakeholders described more egregious incidents, such as an officer using a police vehicle as a battering ram against a crowd (File 5, p. 47), and an officer knocking somebody off a bicycle for no apparent reason (File 9, p. 98).

Neighborhood stakeholders also described several incidents in which police escalated tensions and conflict rather than engaging in de-escalation practices. For example, one resident observed that the police use of barricades during the protests seemed to make things worse. “By creating that barrier, it actually attracted a very, very, large crowd and the crowd got bigger” (File 3, p. 18). Another resident said the violence was the fault of the police because

they escalated matters. “I think that by way of their actions, they [the police] really created this unsafe situation” (File 5, p. 63).

Several residents also raised specific concerns about the police use of chemical agents (such as tear gas and pepper spray) near buildings where they lived and worked. For example, one property manager tried to seal up air conditioners, doors, and windows to keep the tear gas out of the building (File 2, p. 11-12). “The degree of caution they used for the residential neighborhood, it didn't seem to ever cross their minds” (File 2, p. 13). Another resident said that when police chased protestors past his house, they released chemical agents that came through his windows and led him to cough (File 3, p. 18). Some residents also raised specific concerns about the effect of chemical agents on vulnerable people in their homes, such as children and people with chronic health problems (File 2, p. 13).

The third primary theme that emerged from the analysis of neighborhood stakeholders is *Police Communication*. The principal concerns here focused on either an outright lack of communication by police, or poor communication skills. In terms of the former, a property manager was trying to locate information about the health risks associated with tear gas after a resident with chronic health issues was exposed. They were unable to obtain this information from the police. They assembled their own hodgepodge of information “because [they] weren't getting any responses from the people actually responsible for it” (File 2, p. 15). Because police did not communicate with them about what was happening, neighborhood residents felt like they were “the forgotten group” in this saga (File 5, p. 46). As one resident said, “it was kind of negligent, frankly, that there wasn't more communication” (File 5, p. 52). A local business owner also noted that “there was a lack of clear communication between the various city departments, which led to numerous gaps in the quality of services provided by these agencies (File 9, p. 104). One resident expressed particular concerns about the 911 call center. This resident dialed 911 several times during the occupation. “They gave me a very good idea of what to expect, which was absolutely nothing. They were cold, lacking heart, zero regard” (File 10, p. 108).

The final primary theme that emerged from the analysis of the neighborhood stakeholder interviews is *Police Nonresponse*. For example, one resident heard gunshots outside and someone screaming for help. When they called 911, the call taker said the police could not come because it was the CHOP zone (File 3, p. 20). Another resident said that after numerous experiences with the SPD, “I now have a very low opinion of the police force. They are not here for us” (File 10, p. 111). Shortly before SPD withdrew from the East precinct, one officer told a neighborhood building manager “we will not be able to provide for your safety. You should get out” (File 5, p. 51). According a local clergy member, when the police left the precinct, there were many unanswered questions. “What's gonna happen?” “Are we gonna be cared for?” Furthermore, police would not go into the park when called there. The respondent noted that for a couple incidents, “we had to go meet them somewhere else” (File 8, p. 86). One resident said that when he called 911, “they let me know flat out, no one's coming” (File 10, p. 108). As I will demonstrate shortly, these concerns about the police not responding to calls for service are inconsistent with information provided by the 911 call center.

3. Seattle Police Department Employees

I examined transcripts from interviews with seven Seattle Police Department (SPD) employees, including four sworn police officers and three nonsworn employees. The principal theme emerging from my analysis of the interviews with sworn SPD personnel was the perception of high rates of crime and violence in the CHOP zone. For example, in a publicly available interview, Seattle police chief Carmen Best said that CHOP had “too much crime, too much violence, we had to do something. It was time to act. It has gone on far too long. We have two young African-American men not even to the age of 20, both teenagers that are dead, and many others are injured, raped, robbery, assault. It was time for us to get in and do what we needed to do to clear out the area and start restoring public safety to the area” (File 29, p. 253). Another police officer said, “there were guns in there and I think CHOP was a horrible failure as far as a social experiment or whatever. We had two murders in there. We had a young woman get sexually assaulted... we had people openly carrying semi-automatic rifles” (File 4, p. 36).

Another police officer emphasized not only the presence of crime and violence in the CHOP zone, but the difficulty in conducting thorough, timely criminal investigations of those incidents. “There have been assaults, rapes, batteries, burglaries, that have gone completely uninvestigated because they cannot get law enforcement in there to start an investigation. The shootings that happened the other weekend down here, detectives still have not been able to get in. The other problem is, because so much time has passed, the chance of conviction goes down astronomically, and that's the problem” (File 28, p. 252).

Another police officer emphasized the difference in crime and violence between the daytime and nighttime hours. “So, during the daytime, one of the things for CHAZ and CHOP that they've done, is they've had a really great PR campaign up until the shootings. Which was during daylight hours, it was a hippie fest. It was the summer of love. Families could come in with kids, everybody's happy, happy, joy, joy. The sun goes down and the AR-15s come out, and it becomes a totalitarian regime where, without arrest, without due process, without anything, you could be assaulted, beat up, and/or excommunicated and thrown out of CHAZ and CHOP (File 28, pp. 251-252).

While crime and violence issues were raised by all of the officers who were interviewed, other issues were only raised by individual officers. For example, Chief Best noted that police were seeking to balance people's constitutional rights with the need for public order and public safety. “It was very important for people to be able to peacefully demonstrate and express their First Amendment free speech rights, but there has to be order and peace in the city” (File 29, p. 253). Another officer noted that “...one of the big things that has happened since they've set up the CHAZ and CHOP area up in Capitol Hill is you see a lot more just overly aggressive behavior by individuals going, well, ‘you're in uniform, you have no power over me. I can do whatever I want.’ They've bought into that Marxist/socialist ideology where if you are any symbol of authority or power, you're evil... Where you would normally see people as I'm walking around who would sit there and smile and wave and all of that. They now look at you with complete disdain” (File 29, p. 251).

Another SPD officer took issue with two aspects of the police response: the use of tear gas, and the decision to place barricades around the East precinct. With regard to tear gas, the officer said, “I personally do not believe that tear gas is ever a good thing to use in an urban

environment, but it was a tool that we used” (File 4, p. 32). With regard to barricades, the officer said, “If we have to put up big huge concrete blocks to protect our house, how can we assure the public that we can protect them? I said we have to open up this precinct. We have to make it accessible and we have to work with our community... forming relationships, fostering trust between each other is the only way we're going to move forward from what happened from last year” (File 4, p. 33).

No dominant theme emerged from our analysis of interviews with civilian SPD employees. Instead, the issues they raised appeared to be unique to their specific vantage point within the agency. For example, one civilian employee noted that some protestors were looking to connect with someone in the police department. According to this employee, an SPD official should have communicated with these protestors but didn't. There was “a total lack of communication” with protestors (File 1, p. 4). There was also insufficient communication with the community, including the residents who lived near the CHOP/CHAZ zone. The SPD did not have a “plan or strategy to reach out to the community during the protest...” (File 1, p. 5).

For a member of the 911 call center, the principal issue was that call center employees were scared. The following three quotes illustrate this concern.

- *Our building was the site of several demonstrations, including demonstrations where the building was hit with explosive devices, where there was fire safety issues. There were very significant protests at the West Precinct during this time while all of the attention was on the East precinct. There was still significant protests here at the West Precinct and the employees at the time were very concerned. Hey, we see that you've left the East Precinct, are you going to do that here at the West Precinct? And if you do, you have 100 civilian employees on the second floor? What about us? What happens when the group comes here? Are the police just going to leave us here? Are they going to abandon us? (File 12, p. 124).*
- *Our employees were answering 911 calls and dispatching emergency calls. They had to take 911 calls as the building shook with sounds of explosive devices going off. This left our employees feeling that their safety was at risk and the city was not taking their safety seriously. Even today, our employees continue to express concern that their safety was not accounted for during this time period (File 12, p. 124).*
- *“The most concerning thing for me is the safety of our employees. And the city's response to violent actions that were taken against the city's facilities where employees are working was not adequate in my opinion. I felt the city's response and the actions taken to protect its own employees were lacking and put our employees' safety at risk” (File 12, p. 129).*

Civilian employees also noted that dealing with the protests, including the closure of the East precinct, was demoralizing. For example, one civilian employee said that the day the East precinct was evacuated was “the worst day of my career. Everybody was crying” (File 13, p. 160). A member of the 911 call center noted an increase in the number of people calling and “cussing out our call takers.” The call center received “many, many calls in which people were telling our call takers that they were murderers, that they should commit suicide” (File 1, p.

148). These anecdotes reinforce the importance of carefully monitoring employee wellness during these types of events.

As I have already discussed, the qualitative data paint an inconsistent picture about the extent to which the SPD was responding to calls for service in and around the CHOP zone. According to a 911 call center employee:

- *The 911 center’s strategy was to continue operating by policy and procedures and not to deviate. For instance, it was publicized that the police department and the fire department were not responding to incidents within the CHOP zone. This was not communicated to the 911 center and we did not provide that instruction to our call takers and dispatchers. Our strategy was to ensure that our call takers and dispatchers continued answering and processing calls consistent with our existing standard operating policies and procedures (File 12, p. 129).*
- *Sometimes stuff gets out there into the world and I know as, like, a community member, I would see on the news where somebody would call 911 and they would say on the news 911 is not responding to the CHOP zone. That was not my experience. My experience was that we were taking every call, we were processing every call, and we were doing our best to handle every call according to our existing policies and procedures (File 12, p. 142).*

At the same time, another civilian employee said that “during this time, 911 response had to be approved by a supervisor. It must be a significant event to deploy.” All calls to the East precinct were considered unsafe due to officer safety concerns” (File 13, p. 160). As reported earlier, there was a widespread perception among protestors and other stakeholders in the Capitol Hill area that police were not responding to calls for service in the area.

4. Other City Agency Employees

I analyzed transcripts or field notes from interviews with representatives of four different entities: the Seattle Emergency Operations Center (EOC), the Seattle Fire Department (SFD), the Seattle Department of Transportation (SDOT), and Seattle Public Utilities (SPU). The EOC interview revealed that it was only open for the first three or four days of the CHOP occupation. Given the widespread concerns about interagency communication and coordination issues during the occupation, it is worthwhile to reconsider the wisdom of that choice. In either case, the EOC interview does not provide much information of direct relevance for this report. Thus, the analysis focuses on interview data from the other three other city agencies. The analysis revealed two primary themes: concerns about employee safety and the importance of dialogue and relationship-building.

The first primary theme focuses on *Employee Safety*. All three agencies raised concerns about this issue. For example, a representative of the SFD said, “the balancing act for us, or the challenge that we had to navigate, is how do we keep our firefighters safe when we've got people with open carry long guns and things like that walking around within this area?” (File 14, p. 162). A representative of the SDOT raised similar concerns. Employees were concerned about being in the area without a police presence. Some were verbally abused by people while onsite. Some said “we are not going there if the police are not there” (File 15, p. 189). A representative

of SPU noted that there were shootings very close to where they had people working (File 17, p. 196). In another instance, SPU contractors had rocks and bottles thrown at them by protestors (File 17, p. 194). SPD's decision to withdraw from the East precinct had major implications for the work of all three of these agencies.

The second primary theme focuses on the importance of *Dialogue and Relationship-Building*. Representatives from all three agencies described engaging in significant efforts to coordinate with CHOP residents. For example, the following two quotes from a representative of the SFD acknowledge the importance of genuine dialogue for effective service delivery:

- *I'm trying to, you know, maintain rapport with the community members there and how we can best support them and their concerns. So, it was more of a listen. You know, listen to the concerns and then see what we can do to address some of those concerns (File 14, pp. 162-163).*
- *I went down there with [Chief Scoggins] a few times and we wanted to ensure that we had dialogue. You know, try to establish some sort of dialogue with the folks that were in there...We were trying to work through these challenges daily, you know?" (File 14, p. 167).*

Representatives from all three agencies also emphasized the importance of de-escalation for calming tensions and preventing conflict when engaging with the protestors at CHOP. At the same time, all three acknowledged the ongoing challenges of engaging in dialogue and negotiations with a leaderless movement.

Discussion and Conclusion

The findings presented here reveal that the stakeholders examined in this study have widely differing perspectives on the protests that occurred in Seattle following the death of George Floyd. When discussing their perspectives on CHOP/CHAZ, *protestors* focused heavily on the goals and racial composition of CHOP/CHAZ, as well as their concerns about police use of force and police non-response to requests for assistance. *Neighborhood stakeholders* focused heavily on the composition of CHOP/CHAZ and the changes that occurred within the movement as it evolved. They also focused on the SPD, including concerns about police aggression, communication, and nonresponse to requests for assistance. *SPD employees* focused primarily on the crime and violence that occurred in and around the CHOP/CHAZ zone. The other issues that they discussed, such as the fear experienced by 911 call takers, were associated with their specific role in the agency. Finally, other city agency employees focused primarily on two issues: employee safety, and the importance of dialogue and relationship-building.

The differing perspectives presented here are reminiscent of a large body of scholarship from the study of intergroup relations in social psychology (Tajfel, 1982, 2010). This scholarship teaches us that people from different groups often have very different social identities, worldviews, attitudes, and values. These key differences often result in tension and conflict – and in some cases violence – when different groups come into contact with one another. During the protests in Seattle following the death of George Floyd, both positive and negative intergroup dynamics were omnipresent. For example, though CHOP/CHAZ led to considerable levels of stress and inconvenience for local residents and businesses, many of

these stakeholders sought to accommodate and assist protestors. Similarly, several city agencies, particularly the “three amigos” (SDOT, SFD, and SPU) engaged in an ongoing campaign of dialogue and de-escalation in their efforts to serve the needs of both protestors and neighborhood stakeholders. Put differently, there were many acts of intergroup kindness during the occupation. At the same time, there were also many instances in which intergroup dynamics were negative and conflictual. The two most obvious examples emerging from this study were the profoundly disturbing relations between the SPD and protestors and between the SPD and neighborhood stakeholders.

Consistently negative intergroup relations are often characterized by prejudiced or biased perspectives on the other group. For instance, one of the protestors in this study said “all cops are bastards,” and one of the police officers referred to protestors as socialists and Marxists. Both statements are based on dubious assumptions about the other group. But this tendency to view outgroups as homogeneous and uniformly negative is common in the study of intergroup relations, particularly among groups in conflict. Fortunately, there is a large body of research evidence from the study of intergroup contact and communication which shows that it is possible to overcome bias and prejudice and heal intergroup relations using structured dialogue-based interventions (Allport, 1954; Pettigrew & Tropp, 2006). Research shows that these interventions are effective, even under extremely challenging circumstances such as longstanding ethnic and religious conflict (Ditlmann & Samii, 2016; Lemmer & Wagner, 2015). Research on the effects of these interventions for improving police-community relations is slim, but recent research has shown promising results (Hill, et al., 2021). More generally, community policing interventions have repeatedly been found to improve public satisfaction with police and public perceptions of police legitimacy (Gill et al., 2014; Peyton et al., 2019). The research evidence presented in this report provides community leaders with useful information about potential points of intervention for improving intergroup relations in Seattle.

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Appendix E. SER Peacemaking Circle Group Norms

As part of the SER peacemaking circles, the Panel agreed upon group norms and behavioral principles that would guide the group and assist its work in evaluating and analyzing Incidents that occurred during the protests of 2020. These group norms are set forth below.

How to address tension, disagreement, and/or conflict (when a guideline is broken):

- Call it out/name it in a respectful way.
- Recognize subjectivity & objectivity.
- Agree as a group with decision-making process.

Guiding Principles/Group Norms:

- Respect the talking piece.
- Speak from the heart.
- Respect each other's thoughts.
- Respect each other's time.
- It takes time to build trust.
- Speak from your own perspective and use "I" statements.
- Encourage people to move up/move back.
- Practice compassionate curiosity.
- Listen through an objective lens (it's difficult to be objective at all times).
- Do not "drop a bomb" and leave.
- Try not to let your beliefs, experiences, and values cloud your own judgement when listening to others.
- Accept other's ideas and thoughts.
- Whatever is discussed stays in the circle.
- Speak clearly and not aggressively.
- Be mindful of the way we speak.
- Practice forgiveness.
- Come from a place of vulnerability.
- Be accepting of direct language so long as it is respectful.
- Be present and engaged.
- Be accepting of being uncomfortable.
- Do not take things personally.
- Be open and transparent.
- Discretion.
- Acknowledge risks of expressing opinions.
- Express disagreement that seeks to understand not silence.
- Keep an open mind.
- Assume good intentions.
- Inclusion.
- Stay curious.

- Confidentiality.
- Time Management.

Appendix F. Wave 3 SER Methodology

This section describes the development of the SER process, including the selection of Panelists.

Stages of Sentinel Event Review

This SER was divided into three stages:

- In **Stage 1**, OIG researched and built evidence-based timelines of the Events and Incidents under review.
- In **Stage 2**, the present phase represented by this report, OIG and expert moderators guide a panel of community and SPD stakeholders through the identified Incidents.
- In **Stage 3**, OIG will conduct audits and further systems review of issues identified by the SER.

Working Groups

Development of the SER involved the efforts of three working groups, in order of involvement:

- **OIG** initiated the process by gathering data and input from numerous sources to describe and analyze the events of 2020, including conversations with community, public comment, news, social media, complaints to the Office of Police Accountability (OPA) about alleged officer misconduct, use of force data, SPD reports and video, claims and lawsuit information, and other sources.
- A **Planning Group** was convened comprised of stakeholders who assisted OIG in customizing and refining the SER methodology, identifying Panel membership and approving facilitators, and selecting the incidents for analysis.
- The **SER Panel** was identified with the assistance of the Planning Group. The Panel reviewed sentinel event incidents identified by the Planning Group (“Incidents”) and issued the recommendations in this report.

Planning Group Membership

It was important to the integrity of the SER process to directly involve community, law enforcement, and other stakeholders in the selection of the Panel, the facilitators, and incidents for review. Those decisions had a direct impact on the trajectory of the review, and it was important to have credibility and faith in the process by community and police to allow opportunity for meaningful change to occur.

The Planning Group included a mix of observing and participating representatives from community-based organizations, the Community Police Commission (CPC), SPD, the American Civil Liberties Union (ACLU), the Seattle Police Monitoring Team, and the United States Department of Justice (DOJ). Its membership has been dynamic, expanding as additional community members and perspectives are identified that bring value to the group’s discussions.

Panel Membership

The selection of the SER Panel was a collaborative process between the Planning Group and OIG. The Planning Group provided OIG with criteria for selecting a diverse set of community

voices. OIG used these criteria, with assistance from the ACLU and the CPC, to identify about 100 organizations OIG initially approached to discuss participation in the SER. These organizations constituted a diverse set of identities, affiliations, and perspectives, including but not limited to: Black, African, Latinx, Native American, Pacific Islander, Asian, South Asian, and LGBTQ+, communities, business communities, representation from neighborhoods affected by the protests, faith-based organizations, minority bars, organizations serving vulnerable populations, seniors, youth, social and mental health services, among others. More than 30 organizations responded to OIG. Of those, five indicated they were not interested in participating, either because of the time/resource commitment required or an unwillingness to collaborate with SPD.

OIG convened a SER Panel of a total of thirteen members: seven community members representing different lived experiences of Seattle, five SPD personnel, and Inspector General Judge (see Appendix A). This report is the third set of incidents reviewed by the SER Panel.

Facilitators and Outside Experts

OIG recognized that Panelists would have to review large amounts of sensitive information, engage in difficult and contentious conversations, and work alongside other Panelists whose different life experiences and responsibilities might result in very different views of policing and community. The facilitators approved by the Planning Group included:

- **Saroeum Phoung** and **Thary Sun Lim** from PointOneNorth Consulting. Phoung and Lim have worked extensively with City and County agencies on reconciliation, trust-building, and restoration processes. For years, Phoung and Lim have been using a structured methodology called a “peacemaking circle” in community building and crime prevention efforts in Boston and Seattle. Here, it was used to build trust among panelists and create a safe environment to share, reflect and conduct the analysis.
- **John Hollway**, Executive Director of the Quattrone Center for the Fair Administration of Justice at the University of Pennsylvania Carey Law School. Hollway is a national thought leader on the use of root cause analysis in criminal justice.⁷⁴ In 2020, Hollway guided the Tucson Police Department and a diverse group of agency and community stakeholders through the review of two deaths of individuals in police custody.⁷⁵ Hollway worked closely with the OIG team and Planning Group to design the SER process, and facilitated SER Panel conversations, including discussions on contributing factors and recommendations.

Early in the process, OIG consulted with community members, partners, and external consultants to ensure the process development started with a community-focused lens. For Wave 3, OIG also engaged the assistance of Dr. Edward R. Maguire, a professor in the School of Criminology and Criminal Justice at Arizona State University.⁷⁶ Professor Maguire provided an

⁷⁴ [Home | John Hollway](#)

⁷⁵ [In_Custody_SERB_Final_Report_Sept_2020_Redacted.pdf \(tucsonaz.gov\)](#)

⁷⁶ [Edward R. Maguire, PhD \(edmaguire.net\)](#)

analysis of the differing perspectives and goals of those involved in the protests and presented his findings to the Panelists (see Appendix D).

Peacemaking Process

Bringing together police and members of the community that were affected by police actions to develop solutions both find agreeable is inherently difficult and has the potential to bring up difficult emotions and traumatic memories. Panelists regularly engaged in challenging conversations and reviewed a considerable amount of sensitive and traumatizing material.

To help navigate these difficult conversations, OIG established peacemaking as a core component of SER. The peacemaking circle process is a framework for facilitating a supportive environment and encouraging open-mindedness. The process interrupts old patterns and assumptions that can block communication to create an opportunity for understanding, connection, and collaboration.

The Panel dedicated a portion of each working session to peacemaking circle activities. The first sessions focused on SER panelists getting acquainted, understanding each other's values, and creating shared principles to facilitate communication and collaboration. As the group moved forward, the peacemaking circle focused on deepening relationships, developing empathy, and building trust.

The Panel began with an 8-hour session devoted to peacemaking, followed by over 18 hours dedicated to peacemaking during its first 13 meetings. It was important for each person to express how they were present in the room and to share their history, vulnerabilities, and expectations to engage on inherently divisive topics that were foundational to many in the room. The peacemaking process has provided a positive example for future trust-building and healing processes between the community and SPD. OIG will continue to use the peacemaking circle framework in future SER work (for more information see Appendix B).

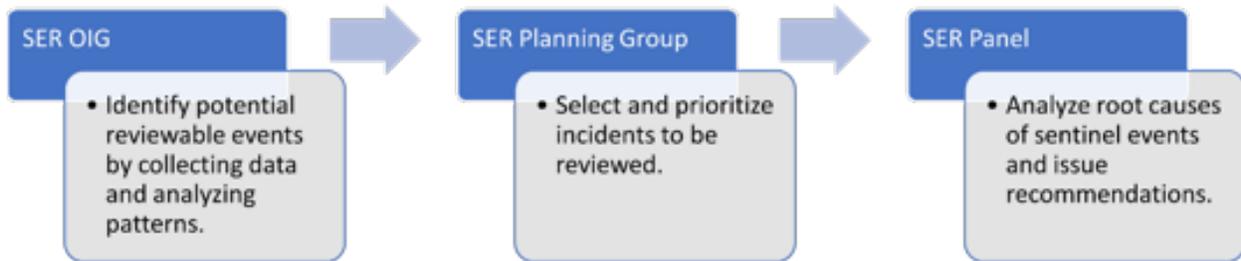
Identifying, Selecting, and Prioritizing Incidents

The Planning Group was integral to the prioritization and selection of incidents for review. The process, summarized in Figure 1 below, was as follows:

1. **Data collection** - OIG collected data on potentially reviewable incidents, analyzing patterns in use of force, incidents of notable public attention and concern, and other data sources.
2. **Incident selection** - The Planning Group then evaluated the incidents with a focus on undesirable outcomes that should not occur when community members are engaged in protected First Amendment activity. These include, but are not limited to, the commission of acts of violence, uses of force (whether by police or community members), injuries to individuals (community members or police), destruction of public or private property, and the creation of unsafe environments during public protests.

3. **Sentinel event review of Incidents** - Selected Incidents were then sent to the Panel for root cause analysis. The Panel also utilized its own collective expertise to assess which incidents to include or add for review.

Figure 1. Incident prioritization process.



Data Collection

OIG gathered extensive data and information from government agencies and public sources about incidents occurring between June 8 and July 2, 2020. Data sources included:

- SPD data
 - Aggregated use of force data;
 - SPD Incident Action Plans for all planned events;
 - SPD Computer-Assisted Dispatch (CAD) logs and other communication logs;
 - SPD Human Resources data on reportable injuries;
 - SPD arrest data;
 - SPD training materials on crowd control, de-escalation, use of bikes for crowd control, etc.;
 - Current and previous SPD policies;
- OPA data
 - Investigation data and summaries;
 - Case summaries;
- City data on lawsuits filed related to police action during the protests;
- Social media posts from community members, reporters, and city officials during each of the days under review, including Twitter Posts, YouTube videos, Facebook live streams and videos, and other data;
- News outlet articles, interviews, news coverage, and timelines;

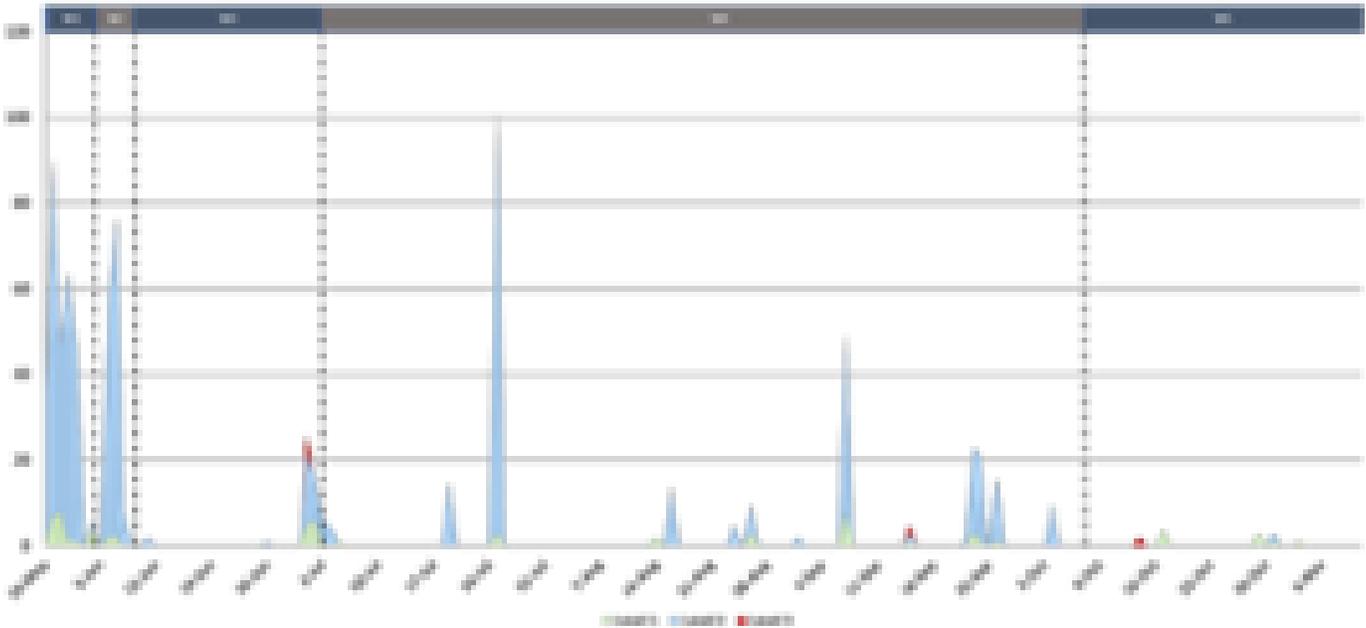
Uses of force (as reported and shared by SPD) were strongly correlated with other variables (e.g., arrests, complaints, etc.) and was an important factor for the Planning Group in selecting sentinel events.

Wave Identification

The OIG analysis organized protest-related activity into five Waves. Each Wave represented a period of time with an uptick in uses of force¹⁴ and the occurrence of one or more critical milestones and other related events within the protests (see Figure 2 below):

- **Wave 1 (May 29 – June 1)** includes the period from the murder of George Floyd in Minneapolis to the first set of demonstrations in Seattle, mainly in Downtown Seattle.
- **Wave 2 (June 2 – June 7)** includes events that occurred before the leaving of the East Precinct by SPD. During this period, the main demonstrations and confrontations shifted from Downtown to the East Precinct.
- **Wave 3 (June 8 – July 11)**, the subject of this report, includes events that occurred during the existence of the Capitol Hill Organized Protest (CHOP) and Capitol Hill Autonomous Zone (CHAZ).
- **Wave 4 (July 22 – Oct 9)** includes events after the East Precinct was reestablished.
- **Wave 5 (Oct 10 – December 31)** includes events after the creation of the Community Response Group (CRG) by SPD Interim Chief of Police Adrian Diaz. The CRG is tasked specifically with responding to demonstrations, among other things.⁷⁷

Figure 2. Five Waves: Number of SPD uses of force May 30 to Nov. 5, 2020.



Panel Review

The SER Panel first met in December 2021 to begin analyzing the Wave 3 incidents selected by the Planning Group. The Panel identified “Contributing Factors” that contributed to the undesired negative outcomes (e.g., violence and property damage). Next, the Panel made specific recommendations for change that would help SPD officers tasked with facilitating a public protest act in ways that would reduce the likelihood of those undesirable outcomes happening again in the future.

⁷⁷ [Department Launches Community Response Group - SPD Blotter \(seattle.gov\)](https://seattle.gov/police/department-launches-community-response-group)

The Panel acknowledged the errors made by SPD and other Contributing Factors that led to negative outcomes and stressed the importance of holding officers accountable, but did not discuss what discipline, if any, should be administered to individual officers. The Panel focused instead on the design of reforms that would help SPD to respond to the next set of protests and achieve better facilitation and enabling of peaceful protests. The inclusion of SPD officers, including officers in leadership, ensured that such reforms were implementable. SPD has engaged in a self-critique of many of the events reviewed by the Panel and has begun to implement improvements, at least in part as a result of the Panel's discussions in advance of the release of this Report. OIG was also involved in conversations with SPD about improvements stemming from the OIG August 2020 report on crowd management and less lethal tools. Thus, the report may include recommendations that are already in place or are in the process of implementation. SPD's continued willingness to engage in critical self-analysis, especially with community involvement in developing recommendations, as well as in implementing those recommendations, will be crucial to improving its relationship with the residents of Seattle in the future.

Contributing Factors

In the SER process, Contributing Factors are actions or circumstances that play a part in what led to a negative outcome. The identification of something as a contributing factor is not a value judgment about whether the factor is positive or negative. For each specific incident reviewed, the Panel identified associated Contributing Factors. During Panel deliberations, OIG provided Panelists with available video coverage of the event, including publicly available video from the Internet and SPD BWV and in-car video (ICV) where available. Together, the Panel watched the videos and discussed each incident, listing Contributing Factors in the following categories:

- Communication
- Cultural leadership
- Operational supervision
- Tactics
- Policies and procedures
- Equipment
- Environment
- Other

The Panel tried to identify as many Contributing Factors as possible to craft recommendations for change. It is important to note that a Contributing Factor is not an attribution of blame. For example, crowd behaviors contributed to how police responded, but recommendations are about how understanding those behaviors can result in improved police response, not an attempt to change crowd behavior.

Once the Panel analyzed each of the reviewable incidents and agreed on potential Contributing Factors, it drafted and refined recommendations for change that might prevent the recurrence of the specific contributing factors that were observed.

Training

In initial preparation for the review, OIG provided the Panel with a series of interactive presentations:

- An overview of the philosophy and structure of sentinel event reviews from John Hollway of the Quattrone Center for the Fair Administration of Justice at the University of Pennsylvania Carey Law School;
- A discussion on the law of protected First Amendment activities from Alison Holcomb of the ACLU of Washington, this training was made available to all panelists in a recorded version;
- Education on peacemaking circles and their role in emotional healing from Saroem Phoung and Thary Sun Lim at PointOneNorth Consulting; and
- Information sessions from the Trauma Stewardship Institute on the effects of trauma and some methods for coping with trauma.

Limitations

The Panel identified 57 contributing factors, leading to 35 recommendations for improvement for SPD and the City. Even so, it is important to acknowledge the limitations of the SER process. First, the Panel's judgments of contributing factors and recommendations are based upon a data-driven analysis of incidents. While the Panel has reached conclusions leading to specific recommendations, these conclusions do not necessarily determine the objective "truth" of the incidents or their underlying causes. They are consensus products based on the data available to the Panel, and judgments about potential underlying factors that may - or may not - have played a role. As such, limitations include the following:

- Tens of thousands of individual actions contributed to the actions of SPD and the crowds of people protesting. It is impossible to capture all of them, or to know whether the intentions of any of them were pure or designed to interfere with peaceful protests.
- Uses of force, destruction of property and protests happened in multiple geographic locations. Because of this, the Planning Group was forced to select a sample of those things that it found to be impactful and representative of the whole, and may have missed other events that are worthy of review and response.
- The data available was incomplete:
 - Information from SPD regarding its officers' actions may have been improperly or inadequately documented, or inaccurately documented in SPD systems (e.g., incomplete or "rote" use force statements);
 - OIG was unable to contact every community group or individual that might have had insightful information, due to the number of potential individuals and OIG's dependence upon the willingness of individuals to reengage with moments that were, for many, traumatic.
 - Existing rules and regulations limited OIG's ability to access, use or record video from Seattle Department of Transportation or any other camera located in public spaces. The main source of government-produced video

- evidence used for analysis is SPD BWV cameras, with some additional video coming from ICV.
- The technology adopted by SPD limits the data saved. When BWV cameras are turned on, either by an officer or automatically by SPD, there is a one-minute “buffer” of video beginning one minute before the initiation of the camera that is retained. The buffered minute has video but not audio. This limited the Panel’s ability to fully perceive events and incidents through BWV.
 - Video review is limited to the perspective available through the video camera and may not provide complete fields of vision. A BWV worn on an officer’s chest, for example, may not show what was in the officer’s field of vision at eye level.
 - Existing rules and regulations limit the storage of public closed-circuit TV surveillance cameras.⁷⁸ As a result, the Panel sometimes lacked a complete video of many incidents that it evaluated.
 - Community and police perspectives from the Panelists and others during discussions, some of whom participated in some of the incidents, shed some light on the experiences and concerns of those involved. Nonetheless, they are not representative of all participants in the incidents.
 - The Panel reviewed OPA reports but did not conduct additional interviews with officers involved in the incidents in question (although SPD Panel and Planning Group members contributed their knowledge of events). As a result, it could only infer officers’ rationales for their actions based on the available documentation.

Addressing Institutional and Systemic Bias

Many on the Planning Group and Panel felt strongly that it was not possible to conduct a SER of the protests in 2020, or to understand the “root causes” of these protests, without acknowledging and grappling with the long and deeply ingrained history of racial inequalities in Seattle, and in the United States. It was important to the Panelists, the Planning Group, and OIG that the SER consciously engage with the context of institutional racism and the longstanding trauma and fear that many in the community have of police. At the same time, these groups recognized the limitations of a process that looks at a series of specific incidents and the resulting inability to “solve” institutional racism or remedy hundreds of years of racial oppression solely through this process.

For the benefit of future SER groups, OIG describes here the various efforts that were undertaken to reach a consensus understanding of the depth and breadth of hurt that has been suffered by unjust police and community interactions. Whether these interactions were suffered personally by Panelists, inflicted by SPD upon others, or inflicted by other police officers in other communities, the combined impact of repeated exposure to abuses of power by police officers have created an insistence that SPD needs to embrace, acknowledge, and

⁷⁸ [About Surveillance - Tech | seattle.gov](https://seattle.gov/about-surveillance-tech)

repudiate an older power dynamic. Instead, SPD must truly protect and serve the community in ways that are just, fair, and supportive.

Panelists agreed to proceed with an acknowledgment of the history and environment in which the protests occurred, and to try to perceive how that affected police and community relations and responses from both sides. They also attempted to identify moments during the protests where Black, Indigenous, other People of Color, and white individuals might perceive power dynamics or motivations of actors differently, and to be explicit in discussing those moments in the Report.

Unsurprisingly, engaging directly on the impact of police behavior on Black, Indigenous, and other People of Color communities proved to be difficult. Often, actions by SPD officers that were deemed “legal” or within the acceptable bounds of policy by SPD or OPA generated great anger and frustration among Panelists. At these times, many of the non-SPD panelists expressed feelings of being unheard, unacknowledged, and misunderstood, sustaining their belief that SPD still did not understand the true nature of their discontent, or the true basis of concern about institutional racism.

The Panel felt that building trust and understanding within the group was necessary to generate consensus recommendations, and so it paused to perform some additional inquiry into the role of race as a contributing factor in the protests. Panelists were led through a special peacemaking circle in which Panelists were invited to share the emotions that watching police uses of force brought forth for them. This led to the realization that even police acts that are not racially motivated on their face still carried significant emotional weight for Panelists of color, and evoked for them lifetimes of fear and pain from past personal and family interactions with police, including but not limited to SPD.

In addition to this special peacemaking circle, Panelist Dr. Karin Martin of the University of Washington led the Panel in a conversation on systemic racism, where Panelists spoke about their own experiences with race, revealing larger racial dynamics at play in society. Panelists reflected on definitions of systemic racism, institutional racism, and other vocabulary, and discussing each Panelist’s first awareness of race as a way of bringing to light each person’s particular experience related to race, while revealing racial dynamics in society that are larger than any given person. Panelists used the Racial Equity Tools glossary to standardize the group’s vocabulary.⁷⁹

These conversations were (and continue to be) extremely challenging. They created a substantial hurdle to generating a shared understanding of the incidents reviewed by the Panel – and therefore to the drafting of consensus recommendations. The damage that has been done – the damage that caused these protests in the first place, and the overall inability of SPD as a Department and the City of Seattle to immediately craft particularized responses to the needs of peaceful protestors while addressing threats to public order and safety – is deep and

⁷⁹ [Glossary | Racial Equity Tools](#)

lasting. However, acknowledging the underlying Contributing Factor of institutional and systemic racism was critical to being able to move forward as a group.

Exhibit 2

CONSTITUTION OF THE STATE OF WASHINGTON

**DUE TO THE SIZE AND LENGTH OF THIS DOCUMENT IT IS BEING ATTACHED
AS A PDF ONLINE LINK [COPY FULL LINK IN BROWSER TO OPEN]**

<https://leg.wa.gov/CodeReviser/Documents/WAConstitution.pdf>

Exhibit 3

Chapter Listing | RCW Dispositions

Chapter 4.96 RCW

ACTIONS AGAINST POLITICAL SUBDIVISIONS, MUNICIPAL AND QUASI-MUNICIPAL CORPORATIONS

Sections

- 4.96.010** Tortious conduct of local governmental entities—Liability for damages.
- 4.96.020** Tortious conduct of local governmental entities and their agents—Claims—Presentment and filing—Contents.
- 4.96.041** Action or proceeding against officer, employee, or volunteer of local governmental entity—Payment of damages and expenses of defense.
- 4.96.050** Bond not required.

NOTES:

Claims, reports, etc., filing and receipt: RCW 1.12.070.

Interest on judgments: RCW 4.56.115.

Liability of local governments for injury to unauthorized third-party occupant of local government vehicle: RCW 4.92.180.

Liability of public officials and governing body members: RCW 4.24.470.

RCW 4.96.010

Tortious conduct of local governmental entities—Liability for damages.

(1) All local governmental entities, whether acting in a governmental or proprietary capacity, shall be liable for damages arising out of their tortious conduct, or the tortious conduct of their past or present officers, employees, or volunteers while performing or in good faith purporting to perform their official duties, to the same extent as if they were a private person or corporation. Filing a claim for damages within the time allowed by law shall be a condition precedent to the commencement of any action claiming damages. The laws specifying the content for such claims shall be liberally construed so that substantial compliance therewith will be deemed satisfactory.

(2) Unless the context clearly requires otherwise, for the purposes of this chapter, "local governmental entity" means a county, city, town, special district, municipal corporation as defined in RCW 39.50.010, quasi-municipal corporation, any joint municipal utility services authority, any entity created by public agencies under RCW 39.34.030, or public hospital.

(3) For the purposes of this chapter, "volunteer" is defined according to RCW 51.12.035.

[2011 c 258 § 10; 2001 c 119 § 1; 1993 c 449 § 2; 1967 c 164 § 1.]

NOTES:

Short title—Purpose—Intent—2011 c 258: See RCW **39.106.010**.

Purpose—1993 c 449: "This act is designed to provide a single, uniform procedure for bringing a claim for damages against a local governmental entity. The existing procedures, contained in chapter **36.45** RCW, counties, chapter **35.31** RCW, cities and towns, chapter **35A.31** RCW, optional municipal code, and chapter **4.96** RCW, other political subdivisions, municipal corporations, and quasi-municipal corporations, are revised and consolidated into chapter **4.96** RCW." [**1993 c 449 § 1**.]

Severability—1993 c 449: "If any provision of this act or its application to any person or circumstance is held invalid, the remainder of the act or the application of the provision to other persons or circumstances is not affected." [**1993 c 449 § 15**.]

Purpose—1967 c 164: "It is the purpose of this act to extend the doctrine established in chapter 136, Laws of 1961, as amended, to all political subdivisions, municipal corporations and quasi municipal corporations of the state." [**1967 c 164 § 17**.]

Severability—1967 c 164: "If any provision of this act, or its application to any person or circumstance is held invalid, the remainder of the act, or the application of the provision to other persons or circumstances is not affected." [**1967 c 164 § 18**.]

RCW 4.96.020

Tortious conduct of local governmental entities and their agents—Claims—Presentment and filing—Contents.

(1) The provisions of this section apply to claims for damages against all local governmental entities and their officers, employees, or volunteers, acting in such capacity.

(2) The governing body of each local governmental entity shall appoint an agent to receive any claim for damages made under this chapter. The identity of the agent and the address where he or she may be reached during the normal business hours of the local governmental entity are public records and shall be recorded with the auditor of the county in which the entity is located. All claims for damages against a local governmental entity, or against any local governmental entity's officers, employees, or volunteers, acting in such capacity, shall be presented to the agent within the applicable period of limitations within which an action must be commenced. A claim is deemed presented when the claim form is delivered in person or is received by the agent by regular mail, registered mail, or certified mail, with return receipt requested, to the agent or other person designated to accept delivery at the agent's office. The failure of a local governmental entity to comply with the requirements of this section precludes that local governmental entity from raising a defense under this chapter.

(3) For claims for damages presented after July 26, 2009, all claims for damages must be presented on the standard tort claim form that is maintained by the office of risk management in the department of enterprise services, except as allowed under (c) of this subsection. The standard tort claim form must be posted on the department of enterprise services' web site.

- (a) The standard tort claim form must, at a minimum, require the following information:
- (i) The claimant's name, date of birth, and contact information;
 - (ii) A description of the conduct and the circumstances that brought about the injury or damage;
 - (iii) A description of the injury or damage;
 - (iv) A statement of the time and place that the injury or damage occurred;
 - (v) A listing of the names of all persons involved and contact information, if known;
 - (vi) A statement of the amount of damages claimed; and

(vii) A statement of the actual residence of the claimant at the time of presenting the claim and at the time the claim arose.

(b) The standard tort claim form must be signed either:

(i) By the claimant, verifying the claim;

(ii) Pursuant to a written power of attorney, by the attorney-in-fact for the claimant;

(iii) By an attorney admitted to practice in Washington state on the claimant's behalf; or

(iv) By a court-approved guardian or guardian ad litem on behalf of the claimant.

(c) Local governmental entities shall make available the standard tort claim form described in this section with instructions on how the form is to be presented and the name, address, and business hours of the agent of the local governmental entity. If a local governmental entity chooses to also make available its own tort claim form in lieu of the standard tort claim form, the form:

(i) May require additional information beyond what is specified under this section, but the local governmental entity may not deny a claim because of the claimant's failure to provide that additional information;

(ii) Must not require the claimant's social security number; and

(iii) Must include instructions on how the form is to be presented and the name, address, and business hours of the agent of the local governmental entity appointed to receive the claim.

(d) If any claim form provided by the local governmental entity fails to require the information specified in this section, or incorrectly lists the agent with whom the claim is to be filed, the local governmental entity is deemed to have waived any defense related to the failure to provide that specific information or to present the claim to the proper designated agent.

(e) Presenting either the standard tort claim form or the local government tort claim form satisfies the requirements of this chapter.

(f) The amount of damages stated on the claim form is not admissible at trial.

(4) No action subject to the claim filing requirements of this section shall be commenced against any local governmental entity, or against any local governmental entity's officers, employees, or volunteers, acting in such capacity, for damages arising out of tortious conduct until sixty calendar days have elapsed after the claim has first been presented to the agent of the governing body thereof. The applicable period of limitations within which an action must be commenced shall be tolled during the sixty calendar day period. For the purposes of the applicable period of limitations, an action commenced within five court days after the sixty calendar day period has elapsed is deemed to have been presented on the first day after the sixty calendar day period elapsed.

(5) With respect to the content of claims under this section and all procedural requirements in this section, this section must be liberally construed so that substantial compliance will be deemed satisfactory.

[2015 c 225 § 6; 2012 c 250 § 2; 2009 c 433 § 1; 2006 c 82 § 3; 2001 c 119 § 2; 1993 c 449 § 3; 1967 c 164 § 4.]

NOTES:

Purpose—Severability—1993 c 449: See notes following RCW 4.96.010.

RCW 4.96.041

Action or proceeding against officer, employee, or volunteer of local governmental entity—Payment of damages and expenses of defense.

(1) Whenever an action or proceeding for damages is brought against any past or present officer, employee, or volunteer of a local governmental entity of this state, arising from acts or omissions while performing or in good faith purporting to perform his or her official duties, such officer, employee, or volunteer may request the local governmental entity to authorize the defense of the action or proceeding at the expense of the local governmental entity.

(2) If the legislative authority of the local governmental entity, or the local governmental entity using a procedure created by ordinance or resolution, finds that the acts or omissions of the officer, employee, or volunteer were, or in good faith purported to be, within the scope of his or her official duties, the request shall be granted. If the request is granted, the necessary expenses of defending the action or proceeding shall be paid by the local governmental entity. Any monetary judgment against the officer, employee, or volunteer shall be paid on approval of the legislative authority of the local governmental entity or by a procedure for approval created by ordinance or resolution.

(3) The necessary expenses of defending an elective officer of the local governmental entity in a judicial hearing to determine the sufficiency of a recall charge as provided in *RCW 29.82.023 shall be paid by the local governmental entity if the officer requests such defense and approval is granted by both the legislative authority of the local governmental entity and the attorney representing the local governmental entity. The expenses paid by the local governmental entity may include costs associated with an appeal of the decision rendered by the superior court concerning the sufficiency of the recall charge.

(4) When an officer, employee, or volunteer of the local governmental entity has been represented at the expense of the local governmental entity under subsection (1) of this section and the court hearing the action has found that the officer, employee, or volunteer was acting within the scope of his or her official duties, and a judgment has been entered against the officer, employee, or volunteer under chapter 4.96 RCW or 42 U.S.C. Sec. 1981 et seq., thereafter the judgment creditor shall seek satisfaction for nonpunitive damages only from the local governmental entity, and judgment for nonpunitive damages shall not become a lien upon any property of such officer, employee, or volunteer. The legislative authority of a local governmental entity may, pursuant to a procedure created by ordinance or resolution, agree to pay an award for punitive damages.

[1993 c 449 § 4; 1989 c 250 § 1; 1979 ex.s. c 72 § 1. Formerly RCW 36.16.134.]

NOTES:

*Reviser's note: RCW 29.82.023 was recodified as RCW 29A.56.140 pursuant to 2003 c 111 § 2401, effective July 1, 2004.

Purpose—Severability—1993 c 449: See notes following RCW 4.96.010.

RCW 4.96.050

Bond not required.

No bond is required of any local governmental entity for any purpose in any case in any of the courts of the state of Washington and all local governmental entities shall be, on proper showing, entitled to any orders, injunctions, and writs of whatever nature without bond, notwithstanding the provisions of any existing statute requiring that bonds be furnished by private parties.

[1993 c 449 § 5.]

NOTES:

Purpose—Severability—1993 c 449: See notes following RCW **4.96.010**.



City of Seattle CLAIM FOR DAMAGES

CITY USE ONLY	
CLAIM NUMBER	
DATE FILED	

Note:
Type or Print Legibly.
See instructions on back.

CLAIMANT	NAME (FIRST - MIDDLE - LAST, OR BUSINESS NAME) Antonio Mays, Sr.	DATE OF BIRTH	HOME PHONE (206) 335-3880
CURRENT HOME ADDRESS (NUMBER - STREET - CITY - STATE - ZIP) P.O. Box 9091 Seattle, WA 98109			BUS. PHONE
HOME ADDRESS AT THE TIME THE CLAIM AROSE (NUMBER - STREET - CITY - STATE - ZIP)		CELL PHONE	E-MAIL ADDRESS evan@oshanandassociates.com

ACCIDENT/LOSS	DATE 06/29/2020	TIME 7:00 am	DIAGRAM Use if this will help you locate or describe what happened
LOCATION/SITE	BE VERY SPECIFIC: STREETS, ADDRESSES, etc. CHOP/CHAZ Zone (see attached)		

WHAT HAPPENED?	DESCRIBE IN YOUR OWN WORDS HOW THIS LOSS OCCURRED AND WHY YOU BELIEVE THE CITY IS RESPONSIBLE. (additional space on reverse side or attach additional pages and supportive documents as needed)	<table border="1"> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>				
<p>Antonio Mays, Sr, father of Antonio Mays, Jr. , who was fatally shot in or near the "CHOP/CHAZ" ZONE, in the State of Washington, which the State had abandoned without a working plan to provide essential services, creating a danger. Claimant's damages are ongoing. Investigation and discovery of the nature and extent of their damages are ongoing. Claimant has not yet determined the amount of their special and general damages. See attached.</p>						

NAMES, ADDRESSES, AND PHONE NUMBERS OF ALL PERSONS INVOLVED IN OR WITNESS TO THIS INCIDENT	CITY DEPT?
1) _____ 2) _____ 3) _____ _____ _____	CITY EMPLOYEE
Ph: _____ Ph: _____ Ph: _____	CITY VEHICLE NUMBER, LICENSE, etc.

WAS YOUR PROPERTY DAMAGED? (i.e. Home, Auto, Personal Property)

YES IF SO, THEN FULLY DESCRIBE - SUCH AS AGE, MAKE, MODEL, CONDITION, VALUE, OR EXTENT OF DAMAGE

NO (additional space on reverse side or attach additional pages and supportive documents as needed)

WERE YOU INJURED? YES IF YES, THEN COMPLETE THE FOLLOWING:
 NO (additional space on reverse side or attach additional pages and supportive documents as needed)

DESCRIBE YOUR INJURY (IDENTIFY YOUR DOCTOR(S)) Fatally shot

WAGE LOSS YES NO IF YES, THEN RATE OF PAY: _____

KIND OF WORK _____ EMPLOYER _____

AMOUNT CLAIMED (if known) \$ _____

SIGNATURE OF CLAIMANT
(AND TITLE, IF A BUSINESS)

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct

EXECUTED this 18 day of July 2022

At Seattle, King County, Washington

X Evan Oshan Digitally signed by Evan Oshan
Date: 2022.07.18 13:38:42 -05'00'

This claim form must be signed by the Claimant, verifying the claim; or pursuant to a written power of attorney, by the attorney in fact for the claimant; or by an attorney admitted to practice in Washington State on the claimant's behalf; or by a court-approved guardian or guardian ad litem on behalf of the claimant.

PRESENTATION OF A CLAIM

This official City of Seattle document must be signed, and the form *with original signature* (not a photocopy or scanned copy) must be mailed *or* delivered.

Mail to:
CITY CLERK'S OFFICE
PO BOX 94728
Seattle, WA 98124-4728

Deliver to:
CITY HALL
600 Fourth Ave., 3rd floor
Between James St & Cherry St
Business Hours: Monday-Friday, 8:00 a.m.-5:00 p.m.
Closed on weekends and official City of Seattle holidays

An adjuster will be assigned to your claim after it is filed with the City Clerk's Office. **It is to your advantage** to present with your claim relevant supporting documents (receipts, cancelled checks, estimates, billings, etc.) or additional evidence (photos, diagrams, etc.). Please note that the claim form and other supporting documents filed with the City Clerk are considered public records under Revised Code of Washington Chapter 42.56, the Public Records Act. Public records are presumed subject to disclosure upon request. Additional claim forms can be downloaded from the Risk Management website: (<http://www.seattle.gov/riskmanagement/>)

EXPLANATION OF THE CLAIMS PROCESS

Shortly after your claim is filed in the City Clerk's Office, it is delivered to the Claims Section. The claim is then assigned to an adjuster who will contact you with your assigned claim number and their contact information and then they will conduct an investigation which includes a written response from the involved department(s). The Claims Section will then evaluate and recommend a reasonable resolution of your claim which will be one of three alternatives:

1. Pay a sum of money.
2. Tender – transfer to another party or entity responsible for your alleged damages.
3. Deny – where there is no evidence of any negligence by the City of Seattle.

If you have any questions about filing then do not hesitate to call 684-8213 during normal business hours Monday-Friday, 8:00 a.m.-5:00 p.m. If you have any questions after filing, call the Claims Adjuster assigned to your claim.

CS 19.10 REV. 12/14

THIS SPACE PROVIDED FOR ADDITIONAL INFORMATION

See attached

Additional Documentation for Tort Claim:

The City of Seattle, State, and County had been put on NOTICE of the dangerous situation connected to the CHOP/CHAZ zone. In fact, Raz Simone, warlord/de facto police chief's action and inactions lead to the death of Antonio Mays, Jr., an up-and-coming black entrepreneurial youth.

The Capitol Hill Autonomous Zone (CHAZ), also identified as the Free Capitol Hill, the Capitol Hill Occupied Protest, or the Capitol Hill Organized Protest (CHOP) was a self-declared autonomous zone in the Seattle neighborhood of Capitol Hill. The "CHOP/CHAZ" zone was established on June 8, 2020 following the Seattle Police Department (SPD) deserting its East Precinct building and was not cleared until July 1, 2020.

The City of Seattle, through Mayor Durkan, Seattle Police Department, Seattle Fire Department, Seattle Department of Emergency Management, Seattle Department of Public Health, Seattle Department of Transportation, and Seattle City Council **allowed, supported, aided and abetted politically charged, armed, anarchist protestors to infiltrate, takeover, and govern part of downtown Seattle, resulting in mayhem and murder.**

The County of King and the Governor of Washington did not intervene and stop this state of lawlessness nor did any of their agents. In fact, the CHOP/CHAZ zone was encouraged and promoted by the Seattle Mayor who referred to the movement taking place in the CHOP/CHAZ zone as the "**summer of love**" although predictably, it turned into a **summer of blood**.

The City of Seattle is legally bound to provide police/fire/EMS protection to the general citizenry, but they failed to do so, leaving occupants of the CHOP/CHAZ zone to fend for themselves. The CHOP/CHAZ zone was governed by a Seattle-based rapper named Raz Simone, who referred to himself as the "Warlord" of the area and was widely accepted as the de facto Police Chief by authorities. Mr. Simone, a civilian, formed a make-shift police force and provided them with AR-15 semi-automatic assault rifles. <https://www.youtube.com/watch?v=gSAecJTjvII>



Not only did authorities fail to exercise control over the CHOP/CHAZ zone or prevent Raz Simone from handing out weapons to his make-shift police force, they collaborated with him.¹

Seattle Mayor Jenny Durkan acknowledged Mr. Simone as the de facto police chief and described his actions as peaceful “patriotism.”² Interestingly, just six months prior, Mr. Simone received a \$83,000 grant from Mayor Durkan, which we believe FUNDED the purchase of Mr. Simone's AR-15s.³ In addition to having the support of Mayor Durkan, Mr. Simone also met with Seattle Police Chief Carmen Best.



Elaine Thompson/The New York Times via AP

Bizarrely, no action was taken to prevent Mr. Simone from handing out assault rifles to his make-shift police force who roamed the CHOP/CHAZ zone.



tributearchive.com/obituaries/17273376/Antonio-Mays-Jr

Through their actions and inactions, the city of Seattle, Seattle agencies, Seattle employees, the County of King, the State of Washington, their agents and elected officials are responsible for the **preventable and predictable** death of Antonio Mays, Jr. in the early hours of June 29, 2020.

The shooting occurred during a frenzy of attacks that frequently took place in the area. Seattle police detectives did not get to the scene of the shooting until nearly 5 hours later.

<https://thepostmillennial.com/exclusive-text-messages-show-coordination-between-seattle-officials-and-the-warlord-of-autonomous-zone>

²<https://nypost.com/2020/06/12/raz-simone-accused-of-acting-like-warlord-in-seattles-chaz/>

³<https://masscentral.com/why-was-raz-simone-given-a-grant-for-83000-by-seattle-mayor-just-6-months-before-he-became-the-leader-of-chaz-chop/>



Antonio Mays, Sr.

Antonio's heartbreaking death was senseless and preventable and sent shockwaves through Seattle.

Antonio was an up-and-coming black entrepreneurial youth who was part of a close-knit and loving family and was well-known in his community.

He had a bright and promising future ahead of him as his family's BBQ sauce had just been picked up by high-end grocery chain Gelsons.

The City of Seattle, Mayor Durkan, Seattle Police Department, Seattle Fire Department, Seattle Department of Emergency Management, Seattle Department of Public Health, Seattle Department of Transportation, and Seattle City Council knew, or should have known, the inherent danger posed by the CHOP/CHAZ zone. Only nine days prior to the shooting death of Antonio in the CHOP/CHAZ zone, there had been another fatal shooting of teenager Lorenzo Anderson.

As a governmental entity, the City of Seattle created a dangerous situation and were deliberately indifferent to a known or obvious danger of those occupying, visiting, working and residing within this zone. The video produced by the City of Seattle Police Department:

<https://www.youtube.com/watch?v=K0tXOBPMHA> exemplifies the dangerousness of this environment, more closely resembles the lawlessness of third world country where insurgency and crime are rampant. Supporting this conclusion are the sentiments from a 20-year police officer who is employed by the City of Seattle Police Department describing a "deeply concerning" failure to enforce the rule of law and becoming a lawless state:

<https://www.youtube.com/watch?v=oZ4D3q5suVk>

In this particular incident, which tragically resulted in the shooting death of Antonio Mays, Jr., the City of Seattle, State of Washington and their entities and leadership affirmatively created, condoned and placed a teenager in a position of danger in violation of his Fourteenth Amendment Due Process Rights to be free of state-created danger. Clearly the government let down Antonio in violation of 42 USC Section 1983, and negligently breached their duty which was particularly owed to protect him resulting in serious injuries. Essentially, the de facto Police Chief, Raz Simone and the CHOP COPS were acting as agents of the city of Seattle and Mayor Durken. It was a violation of Antonio's rights that the city/EMS did not render medical aid following the shooting. This case no doubt warrants punitive damages or exemplary damages which demand to be assessed in order to punish the City of Seattle, State of Washington and their actors and agents for the outrageous conduct and or to reform or deter the City of Seattle, the State of Washington and all others from participating or engaging in similar conduct.

The State of Washington acknowledged the danger of this zone and were plainly aware that harm may result of this. Rape, robbery, murder, arson, theft, extortion, and burglary all occurred in this zone at exceedingly high rates. In fact, crime levels soared by one hundred percent during the encampment's existence with the City of Seattle's police department abandoning their police precinct.

The City of Seattle instituted protocols and practices that emboldened the lawlessness in this zone and engaged in affirmative conduct that placed Antonio in foreseeable danger and made it difficult for emergency services to adequately respond.

The City of Seattle, Mayor Durkan, Seattle Police Department, Seattle Fire Department, Seattle Department of Emergency Management, Seattle Department of Public Health, Seattle Department of Transportation, and Seattle City Council owed a duty to the citizens of Seattle and should have foreseen the inherent dangers by allowing the formation of the CHOP/CHAZ zone and by failing to dismantle it. The City of Seattle, Mayor Durkan, Seattle Police Department, Seattle Fire Department, Seattle Department of Emergency Management, Seattle Department of Public Health, Seattle Department of Transportation, and Seattle City Council failed to exercise reasonable care and acted with deliberate indifference when they exposed Antonio to a known and obvious danger. The citizen has a constitutional right to be free from unreasonable risk of harm to his body and be protected by authorities, customs, and practices which instead, created and execrated the danger.

What Happened

In late May 2020, protests erupted in downtown Seattle following the death of George Floyd leading to violence, looting, destruction, and chaos. On May 30, 2020, Mayor Durkan issued a Civil Emergency Proclamation granting the Mayor the authority to address threats to public health



Amanda Snyder/The Seattle Times via AP

and safety caused by the protests.⁴ In that Proclamation, Mayor Durkan recognized that these protests have led to property destruction and injuries to demonstrators, including death. Mayor Durkan also issued Emergency Orders banning the use of weapons and establishing a 5:00 p.m. curfew for May 30th and 31st.⁵

⁴<https://durkan.seattle.gov/2020/05/mayor-durkan-issues-emergency-orders-proclaiming-civil-emergency-due-to-demonstrations-and-banning-use-of-weapons-throughout-city/> ; https://durkan.seattle.gov/wp-content/uploads/sites/9/2020/05/0897_001.pdf

⁵ https://durkan.seattle.gov/wp-content/uploads/sites/9/2020/05/0898_001.pdf ; https://durkan.seattle.gov/wpcontent/uploads/sites/9/2020/05/0899_001.pdf

Mayor Durkan gained the knowledge that these protests were dangerous to the health and safety of the community and needed to be controlled. She delegated authority to the Fire Chief and Police Chief “direction of any necessary population and property protection, as well as control of incidents and maintenance of public peace and order.” She followed that with a statement that “[o]ther departments and personnel will assist as requested.” In the proclamation, Mayor Durkan stated:

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Despite Chief Carmen Best’s words, the Seattle Police Department East Precinct became overtaken by protestors who vandalized and destroyed the precinct.

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(AP Photo/Ted S. Warren)

Having free roam of the city, protestors set up blockades to Seattle streets. The new leaders of the Seattle Capitol Hill area declared it the Capitol Hill Autonomous Zone (CHAZ) which was later was changed to the Capitol Hill Occupied Protest (CHOP).



(Credit to Capitol Hill Seattle⁹)

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Despite the warnings of the dangers of allowing an uncontrolled group to govern parts of Seattle, Mayor Durkan insisted there was “no imminent threat of an invasion of Seattle”.

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Chris Cuomo: How long do you think Seattle and those few blocks looks like this?

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Chris Cuomo: Well, tell that to the police who are supposed to be in that precinct, though.¹²

In the following week the neighborhood in Capitol Hill continued to be governed by anarchists. Individuals armed with semi-automatic weapons roamed the streets of Capitol Hill.



CREDIT: CASEY MARTIN / KUOW (AP Photo/Ted S. Warren)

Rather than follow the Proclamation Mayor Durkan signed to protect the people of Seattle regarding protests that have continuously become violent, Mayor Durkan determined that despite a large part of the city of Seattle being controlled by protestors who have proved to be violent and destructive, there was no concern for the people in Seattle.

¹⁰ <https://komonews.com/news/local/driver-claiming-self-defense-in-capitol-hill-protest-shooting-has-ties-to-police>

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Within the anarchist run area within Capitol Hill, people told a much different story. Businesses were burglarized, people were violent, and when the Seattle Police were called, they never showed up.¹⁶ In one instance, a man taking video was threatened and detained by random people in Capitol Hill.¹⁷ When Seattle Police Chief Carmen Best was asked about why the police were not at the East Precinct, she stated “if you’re asking about the current situation, it’s not one that I like”.¹⁵

In the early morning of June 29th, 2020, there were reports of multiples shooters and chaos. The shooting killed 16-year-old Antonio Mays, Jr.

Despite knowledge of the violence and chaos, Seattle leaders allowed it to continue. The “summer of love” inevitably turned into the “summer of blood”. It took several predictable and preventable deaths and life-altering injuries for Mayor Durkan to finally announce that Seattle would move in to take over governance of the “CHOP.”

Claimant’s injuries and damages are ongoing. Investigation and discovery of the nature and extent of their injuries and damages are ongoing. Claimant has not yet determined the amount of their special and general damages.

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The purpose underlying the statement of the amount of damages is to provide the government with notice of the type of relief sought. The statute is intended to give the government time to investigate, negotiate, and attempt to settle claims. As a prelude to litigation, the claim filing requirement of a damages statement is not intended to ask the impossible, and the requirement is not equivalent to a final request for relief. In this case, the exact amount of damages is uncertain at the time the notice is prepared. Because the number the claimant is able to provide will likely change as the case progresses, an accurate and complete description of the damages – instead of a number – will adequately supply the information and notice required by the claim filing statute. The government has an entire department of attorneys who are experienced in the handling of tort cases. They have had many opportunities to assess, settle, and try such cases. Based upon the initial disclosure of information, the government can calculate an approximate base amount of the claim if it so chooses. Even though the government cannot know with certainty the total amount of damages claimant will ultimately request, there is no reason for this uncertainty to impede its settlement plans. If, after evaluating the merits of this claim, the government decides to pursue settlement, the lack of a non-binding dollar figure will not dissuade the government from initiating such settlement talks.

¹³ <https://www.king5.com/article/news/local/protests/seattle-chop-making-changes-improve-safety-access-protest-zone/281-8abc0213-6284-4a87-8926-427e7a649e23>

¹⁴ <https://durkan.seattle.gov/wp-content/uploads/sites/9/2020/06/Proclamation-Terminating-the-Civil-Emergency-duc-to-Protesting.pdf>

¹⁵ <https://spdblotter.seattle.gov/2020/06/18/man-arrested-for-break-in-arson-at-chop-area-business/>

¹⁶ <https://www.q13fox.com/news/inside-the-chop-a-resident-of-seattles-protest-zone-says-she-feels-like-a-hostage-in-her-neighborhood>

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City of Seattle CLAIM FOR DAMAGES

CITY USE ONLY	
CLAIM NUMBER	
DATE FILED	

Note:
Type or Print Legibly.
See instructions on back.

CLAIMANT	NAME (FIRST - MIDDLE - LAST, OR BUSINESS NAME) Estate of Antonio Mays, Jr.	DATE OF BIRTH	HOME PHONE (206) 335-3880
CURRENT HOME ADDRESS (NUMBER - STREET - CITY - STATE - ZIP) P.O. Box 9091 Seattle, WA 98109			BUS. PHONE
HOME ADDRESS AT THE TIME THE CLAIM AROSE (NUMBER - STREET - CITY - STATE - ZIP)		CELL PHONE	E-MAIL ADDRESS evan@oshanandassociates.com

ACCIDENT/LOSS	DATE 06/29/2020	TIME 7:00 am	DIAGRAM Use if this will help you locate or describe what happened
LOCATION/SITE	BE VERY SPECIFIC: STREETS, ADDRESSES, etc. CHOP/CHAZ Zone (see attached)		

WHAT HAPPENED?	DESCRIBE IN YOUR OWN WORDS HOW THIS LOSS OCCURRED AND WHY YOU BELIEVE THE CITY IS RESPONSIBLE. (additional space on reverse side or attach additional pages and supportive documents as needed)	<table border="1"> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>				
Antonio Mays was fatally shot in or near the "CHOP/CHAZ" ZONE, in the State of Washington, which the State had abandoned without a working plan to provide essential services, creating a danger. Claimant's damages are ongoing. Investigation and discovery of the nature and extent of their damages are ongoing. Claimant has not yet determined the amount of their special and general damages. See attached.						

NAMES, ADDRESSES, AND PHONE NUMBERS OF ALL PERSONS INVOLVED IN OR WITNESS TO THIS INCIDENT	CITY DEPT?
1) _____ 2) _____ 3) _____ _____ _____ Ph: _____ Ph: _____ Ph: _____	CITY EMPLOYEE
	CITY VEHICLE NUMBER, LICENSE, etc.

WAS YOUR PROPERTY DAMAGED? (i.e. Home, Auto, Personal Property)

YES IF SO, THEN FULLY DESCRIBE - SUCH AS AGE, MAKE, MODEL, CONDITION, VALUE, OR EXTENT OF DAMAGE

NO (additional space on reverse side or attach additional pages and supportive documents as needed)

WERE YOU INJURED? YES IF YES, THEN COMPLETE THE FOLLOWING:
 NO (additional space on reverse side or attach additional pages and supportive documents as needed)

DESCRIBE YOUR INJURY (IDENTIFY YOUR DOCTOR(S)) Fatally shot

WAGE LOSS YES NO IF YES, THEN RATE OF PAY: _____

KIND OF WORK _____ EMPLOYER _____

AMOUNT CLAIMED (if known) \$ SEE ATTACHED

SIGNATURE OF CLAIMANT
(AND TITLE, IF A BUSINESS)

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct

EXECUTED this 18 day of July 2022

At Seattle, King County, Washington

X Evan Oshan Digitally signed by Evan Oshan
Date: 2022.07.18 13:20:53 -05'00'

This claim form must be signed by the Claimant, verifying the claim; or pursuant to a written power of attorney, by the attorney in fact for the claimant; or by an attorney admitted to practice in Washington State on the claimant's behalf; or by a court-approved guardian or guardian ad litem on behalf of the claimant.

PRESENTATION OF A CLAIM

This official City of Seattle document must be signed, and the form *with original signature* (not a photocopy or scanned copy) must be mailed *or* delivered.

Mail to:
CITY CLERK'S OFFICE
PO BOX 94728
Seattle, WA 98124-4728

Deliver to:
CITY HALL
600 Fourth Ave., 3rd floor
Between James St & Cherry St
Business Hours: Monday-Friday, 8:00 a.m.-5:00 p.m.
Closed on weekends and official City of Seattle holidays

An adjuster will be assigned to your claim after it is filed with the City Clerk's Office. **It is to your advantage** to present with your claim relevant supporting documents (receipts, cancelled checks, estimates, billings, etc.) or additional evidence (photos, diagrams, etc.). Please note that the claim form and other supporting documents filed with the City Clerk are considered public records under Revised Code of Washington Chapter 42.56, the Public Records Act. Public records are presumed subject to disclosure upon request. Additional claim forms can be downloaded from the Risk Management website: (<http://www.seattle.gov/riskmanagement/>)

EXPLANATION OF THE CLAIMS PROCESS

Shortly after your claim is filed in the City Clerk's Office, it is delivered to the Claims Section. The claim is then assigned to an adjuster who will contact you with your assigned claim number and their contact information and then they will conduct an investigation which includes a written response from the involved department(s). The Claims Section will then evaluate and recommend a reasonable resolution of your claim which will be one of three alternatives:

1. Pay a sum of money.
2. Tender – transfer to another party or entity responsible for your alleged damages.
3. Deny – where there is no evidence of any negligence by the City of Seattle.

If you have any questions about filing then do not hesitate to call 684-8213 during normal business hours Monday-Friday, 8:00 a.m.-5:00 p.m. If you have any questions after filing, call the Claims Adjuster assigned to your claim.

CS 19.10 REV. 12/14

THIS SPACE PROVIDED FOR ADDITIONAL INFORMATION

See attached

Additional Documentation for Tort Claim:

The City of Seattle, State, and County had been put on NOTICE of the dangerous situation connected to the CHOP/CHAZ zone. In fact, Raz Simone, warlord/de facto police chief's action and inactions lead to the death of Antonio Mays, Jr., an up-and-coming black entrepreneurial youth.

The Capitol Hill Autonomous Zone (CHAZ), also identified as the Free Capitol Hill, the Capitol Hill Occupied Protest, or the Capitol Hill Organized Protest (CHOP) was a self-declared autonomous zone in the Seattle neighborhood of Capitol Hill. The "CHOP/CHAZ" zone was established on June 8, 2020 following the Seattle Police Department (SPD) deserting its East Precinct building and was not cleared until July 1, 2020.

The City of Seattle, through Mayor Durkan, Seattle Police Department, Seattle Fire Department, Seattle Department of Emergency Management, Seattle Department of Public Health, Seattle Department of Transportation, and Seattle City Council **allowed, supported, aided and abetted politically charged, armed, anarchist protestors to infiltrate, takeover, and govern part of downtown Seattle, resulting in mayhem and murder.**

The County of King and the Governor of Washington did not intervene and stop this state of lawlessness nor did any of their agents. In fact, the CHOP/CHAZ zone was encouraged and promoted by the Seattle Mayor who referred to the movement taking place in the CHOP/CHAZ zone as the "**summer of love**" although predictably, it turned into a **summer of blood**.

The City of Seattle is legally bound to provide police/fire/EMS protection to the general citizenry, but they failed to do so, leaving occupants of the CHOP/CHAZ zone to fend for themselves. The CHOP/CHAZ zone was governed by a Seattle-based rapper named Raz Simone, who referred to himself as the "Warlord" of the area and was widely accepted as the de facto Police Chief by authorities. Mr. Simone, a civilian, formed a make-shift police force and provided them with AR-15 semi-automatic assault rifles. <https://www.youtube.com/watch?v=gSAecJTjvII>



Not only did authorities fail to exercise control over the CHOP/CHAZ zone or prevent Raz Simone from handing out weapons to his make-shift police force, they collaborated with him.¹

Seattle Mayor Jenny Durkan acknowledged Mr. Simone as the de facto police chief and described his actions as peaceful “patriotism.”² Interestingly, just six months prior, Mr. Simone received a \$83,000 grant from Mayor Durkan, which we believe FUNDED the purchase of Mr. Simone's AR-15s.³ In addition to having the support of Mayor Durkan, Mr. Simone also met with Seattle Police Chief Carmen Best.



Bizarrely, no action was taken to prevent Mr. Simone from handing out assault rifles to his make-shift police force who roamed the CHOP/CHAZ zone.

Elaine Thompson/The New York Times via AP



tributearchive.com/obituaries/17273376/Antonio-Mays-Jr

Through their actions and inactions, the city of Seattle, Seattle agencies, Seattle employees, the County of King, the State of Washington, their agents and elected officials are responsible for the **preventable and predictable** death of Antonio Mays, Jr. in the early hours of June 29, 2020.

The shooting occurred during a frenzy of attacks that frequently took place in the area. Seattle police detectives did not get to the scene of the shooting until nearly 5 hours later.

<https://thepostmillennial.com/exclusive-text-messages-show-coordination-between-seattle-officials-and-the-warlord-of-autonomous-zone>

²<https://nypost.com/2020/06/12/raz-simone-accused-of-acting-like-warlord-in-seattles-chaz/>

³<https://masscentral.com/why-was-raz-simone-given-a-grant-for-83000-by-seattle-mayor-just-6-months-before-he-became-the-leader-of-chaz-chop/>



Antonio Mays, Sr.

Antonio's heartbreaking death was senseless and preventable and sent shockwaves through Seattle.

Antonio was an up-and-coming black entrepreneurial youth who was part of a close-knit and loving family and was well-known in his community.

He had a bright and promising future ahead of him as his family's BBQ sauce had just been picked up by high-end grocery chain Gelsons.

The City of Seattle, Mayor Durkan, Seattle Police Department, Seattle Fire Department, Seattle Department of Emergency Management, Seattle Department of Public Health, Seattle Department of Transportation, and Seattle City Council knew, or should have known, the inherent danger posed by the CHOP/CHAZ zone. Only nine days prior to the shooting death of Antonio in the CHOP/CHAZ zone, there had been another fatal shooting of teenager Lorenzo Anderson.

As a governmental entity, the City of Seattle created a dangerous situation and were deliberately indifferent to a known or obvious danger of those occupying, visiting, working and residing within this zone. The video produced by the City of Seattle Police Department:

<https://www.youtube.com/watch?v=K0tXOBPMHA> exemplifies the dangerousness of this environment, more closely resembles the lawlessness of third world country where insurgency and crime are rampant. Supporting this conclusion are the sentiments from a 20-year police officer who is employed by the City of Seattle Police Department describing a "deeply concerning" failure to enforce the rule of law and becoming a lawless state:

<https://www.youtube.com/watch?v=oZ4D3q5suVk>

In this particular incident, which tragically resulted in the shooting death of Antonio Mays, Jr., the City of Seattle, State of Washington and their entities and leadership affirmatively created, condoned and placed a teenager in a position of danger in violation of his Fourteenth Amendment Due Process Rights to be free of state-created danger. Clearly the government let down Antonio in violation of 42 USC Section 1983, and negligently breached their duty which was particularly owed to protect him resulting in serious injuries. Essentially, the de facto Police Chief, Raz Simone and the CHOP COPS were acting as agents of the city of Seattle and Mayor Durken. It was a violation of Antonio's rights that the city/EMS did not render medical aid following the shooting. This case no doubt warrants punitive damages or exemplary damages which demand to be assessed in order to punish the City of Seattle, State of Washington and their actors and agents for the outrageous conduct and or to reform or deter the City of Seattle, the State of Washington and all others from participating or engaging in similar conduct.

The State of Washington acknowledged the danger of this zone and were plainly aware that harm may result of this. Rape, robbery, murder, arson, theft, extortion, and burglary all occurred in this zone at exceedingly high rates. In fact, crime levels soared by one hundred percent during the encampment's existence with the City of Seattle's police department abandoning their police precinct.

The City of Seattle instituted protocols and practices that emboldened the lawlessness in this zone and engaged in affirmative conduct that placed Antonio in foreseeable danger and made it difficult for emergency services to adequately respond.

The City of Seattle, Mayor Durkan, Seattle Police Department, Seattle Fire Department, Seattle Department of Emergency Management, Seattle Department of Public Health, Seattle Department of Transportation, and Seattle City Council owed a duty to the citizens of Seattle and should have foreseen the inherent dangers by allowing the formation of the CHOP/CHAZ zone and by failing to dismantle it. The City of Seattle, Mayor Durkan, Seattle Police Department, Seattle Fire Department, Seattle Department of Emergency Management, Seattle Department of Public Health, Seattle Department of Transportation, and Seattle City Council failed to exercise reasonable care and acted with deliberate indifference when they exposed Antonio to a known and obvious danger. The citizen has a constitutional right to be free from unreasonable risk of harm to his body and be protected by authorities, customs, and practices which instead, created and execrated the danger.

What Happened

In late May 2020, protests erupted in downtown Seattle following the death of George Floyd leading to violence, looting, destruction, and chaos. On May 30, 2020, Mayor Durkan issued a Civil Emergency Proclamation granting the Mayor the authority to address threats to public health



Amanda Snyder/The Seattle Times via AP

and safety caused by the protests.⁴ In that Proclamation, Mayor Durkan recognized that these protests have led to property destruction and injuries to demonstrators, including death. Mayor Durkan also issued Emergency Orders banning the use of weapons and establishing a 5:00 p.m. curfew for May 30th and 31st.⁵

⁴<https://durkan.seattle.gov/2020/05/mayor-durkan-issues-emergency-orders-proclaiming-civil-emergency-due-to-demonstrations-and-banning-use-of-weapons-throughout-city/> ; https://durkan.seattle.gov/wp-content/uploads/sites/9/2020/05/0897_001.pdf

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¹³ <https://www.king5.com/article/news/local/protests/seattle-chop-making-changes-improve-safety-access-protest-zone/281-8abc0213-6284-4a87-8926-427e7a649e23>

¹⁴ <https://durkan.seattle.gov/wp-content/uploads/sites/9/2020/06/Proclamation-Terminating-the-Civil-Emergency-due-to-Protesting.pdf>

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¹⁶ <https://www.q13fox.com/news/inside-the-chop-a-resident-of-seattles-protest-zone-says-she-feels-like-a-hostage-in-her-neighborhood>

¹⁷ <https://komonews.com/news/local/man-says-he-was-threatened-detained-by-people-inside-chop-while-live-streaming>

Claim for Damages



King County

Department of Executive Services
Office of Risk Management Services

Phone: 206-263-2250

TTY: 800-833-6388

8:30am - 4:30pm

Monday - Friday

kingcounty.gov/claims

Instructions

Complete **both sides** of this form. Give specific details about your damage or loss. Include witnesses and supporting documents.

Information and documents you submit are subject to public records laws.

Do not send sensitive personal or medical records with your claim form.

Our investigator will request your personal or medical records if needed.

Be sure to **sign** your completed claim form.

You may submit your completed claim form either of these ways:

1. Email your signed, completed claim form to
fileaclaim@kingcounty.gov
2. Mail or deliver your signed, completed claim form to:
King County Office of Risk Management Services
King Street Center
201 South Jackson Street, Suite 320
Seattle, WA 98104

The Office of Risk Management Services will investigate your claim. Our investigation begins when we receive your claim form. Your investigator may request supporting documents. They will provide an email address where you can submit these documents.

Your claim may result in one of three outcomes in which King County will:

1. Pay a sum of money.
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3. Deny a claim when there is no evidence of King County liability.

If you have questions please call the Office of Risk Management Services at 206-263-2250.

Claimant information

Preferred language: English

Claimant name: Antonio Mays, Sr.

Mailing address: P.O. Box 9091 Seattle, WA 98109
Street address - City - State - ZIP

Email address: evan@oshanandassociates.com

Preferred phone: 206-335-3880 Alternate phone: _____

Date of birth: _____

Are you represented by an attorney? Yes No

Attorney name: Evan Oshan - Oshan & Associates

Mailing address: P.O. Box 9091
Street address - City - State - ZIP

Email address: Seattle, WA 98109

Phone: 206-335-3880

Incident information

Incident date: 06/29/2020 Incident time: 07:00 AM PM

Where did the incident occur? CHOP/CHAZ Zone (see attached)

Name of street or road: _____ Nearest intersection: _____

Describe what happened (attach more pages as needed).

Antonio Mays, Sr., father of Antonio Mays, Jr. who was fatally shot in or near the "CHOP/CHAZ" ZONE, in the State of Washington, which the State had abandoned without a working plan to provide essential services, creating a danger. Claimant's damages are ongoing. Investigation and discovery of the nature and extent of their damages are ongoing. Claimant has not yet determined the amount of their special and general damages. See attached.

Were you injured? Yes No

Describe any damage or injuries. Fatally shot.

How was King County involved? _____

Witnesses and others involved:

Name - Phone/Email - How was this person involved?

1. _____
2. _____
3. _____

Was your vehicle involved or damaged? Yes No

License plate: _____	Make: _____	Model: _____	Year: _____
Owner name: _____			
Insurance company: _____			
Insurance policy number: _____			
Insurance claim number: _____			

Was a Metro Transit bus or other King County vehicle involved? Yes No

Route: _____	Vehicle number: _____	License plate: _____
I was a: <input type="checkbox"/> Bus passenger <input type="checkbox"/> Driver of another vehicle <input type="checkbox"/> Pedestrian		
<input type="checkbox"/> Passenger in another vehicle <input type="checkbox"/> Owner of another vehicle <input type="checkbox"/> Bicyclist		

I claim damages in the amount of \$_____.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Evan Oshan Digitally signed by Evan Oshan
Date: 2022.07.18 13:44:55 -05'00'
Signature

Evan Oshan
Printed name

07/18/2022
Date

Seattle, WA
City and state

Additional Documentation for Tort Claim:

The City of Seattle, State, and County had been put on NOTICE of the dangerous situation connected to the CHOP/CHAZ zone. In fact, Raz Simone, warlord/de facto police chief's action and inactions lead to the death of Antonio Mays, Jr., an up-and-coming black entrepreneurial youth.

The Capitol Hill Autonomous Zone (CHAZ), also identified as the Free Capitol Hill, the Capitol Hill Occupied Protest, or the Capitol Hill Organized Protest (CHOP) was a self-declared autonomous zone in the Seattle neighborhood of Capitol Hill. The "CHOP/CHAZ" zone was established on June 8, 2020 following the Seattle Police Department (SPD) deserting its East Precinct building and was not cleared until July 1, 2020.

The City of Seattle, through Mayor Durkan, Seattle Police Department, Seattle Fire Department, Seattle Department of Emergency Management, Seattle Department of Public Health, Seattle Department of Transportation, and Seattle City Council **allowed, supported, aided and abetted politically charged, armed, anarchist protestors to infiltrate, takeover, and govern part of downtown Seattle, resulting in mayhem and murder.**

The County of King and the Governor of Washington did not intervene and stop this state of lawlessness nor did any of their agents. In fact, the CHOP/CHAZ zone was encouraged and promoted by the Seattle Mayor who referred to the movement taking place in the CHOP/CHAZ zone as the "**summer of love**" although predictably, it turned into a **summer of blood**.

The City of Seattle is legally bound to provide police/fire/EMS protection to the general citizenry, but they failed to do so, leaving occupants of the CHOP/CHAZ zone to fend for themselves. The CHOP/CHAZ zone was governed by a Seattle-based rapper named Raz Simone, who referred to himself as the "Warlord" of the area and was widely accepted as the de facto Police Chief by authorities. Mr. Simone, a civilian, formed a make-shift police force and provided them with AR-15 semi-automatic assault rifles. <https://www.youtube.com/watch?v=gSAecJTjvII>



Not only did authorities fail to exercise control over the CHOP/CHAZ zone or prevent Raz Simone from handing out weapons to his make-shift police force, they collaborated with him.¹

Seattle Mayor Jenny Durkan acknowledged Mr. Simone as the de facto police chief and described his actions as peaceful “patriotism.”² Interestingly, just six months prior, Mr. Simone received a \$83,000 grant from Mayor Durkan, which we believe FUNDED the purchase of Mr. Simone's AR-15s.³ In addition to having the support of Mayor Durkan, Mr. Simone also met with Seattle Police Chief Carmen Best.



Elaine Thompson/The New York Times via AP

Bizarrely, no action was taken to prevent Mr. Simone from handing out assault rifles to his make-shift police force who roamed the CHOP/CHAZ zone.



tributearchive.com/obituaries/17273376/Antonio-Mays-Jr

Through their actions and inactions, the city of Seattle, Seattle agencies, Seattle employees, the County of King, the State of Washington, their agents and elected officials are responsible for the **preventable and predictable** death of Antonio Mays, Jr. in the early hours of June 29, 2020.

The shooting occurred during a frenzy of attacks that frequently took place in the area. Seattle police detectives did not get to the scene of the shooting until nearly 5 hours later.

<https://thepostmillennial.com/exclusive-text-messages-show-coordination-between-seattle-officials-and-the-warlord-of-autonomous-zone>

²<https://nypost.com/2020/06/12/raz-simone-accused-of-acting-like-warlord-in-seattles-chaz/>

³<https://masscentral.com/why-was-raz-simone-given-a-grant-for-83000-by-seattle-mayor-just-6-months-before-he-became-the-leader-of-chaz-chop/>



Antonio Mays, Sr.

Antonio's heartbreaking death was senseless and preventable and sent shockwaves through Seattle.

Antonio was an up-and-coming black entrepreneurial youth who was part of a close-knit and loving family and was well-known in his community.

He had a bright and promising future ahead of him as his family's BBQ sauce had just been picked up by high-end grocery chain Gelsons.

The City of Seattle, Mayor Durkan, Seattle Police Department, Seattle Fire Department, Seattle Department of Emergency Management, Seattle Department of Public Health, Seattle Department of Transportation, and Seattle City Council knew, or should have known, the inherent danger posed by the CHOP/CHAZ zone. Only nine days prior to the shooting death of Antonio in the CHOP/CHAZ zone, there had been another fatal shooting of teenager Lorenzo Anderson.

As a governmental entity, the City of Seattle created a dangerous situation and were deliberately indifferent to a known or obvious danger of those occupying, visiting, working and residing within this zone. The video produced by the City of Seattle Police Department:

<https://www.youtube.com/watch?v=K0tXOBPMHA> exemplifies the dangerousness of this environment, more closely resembles the lawlessness of third world country where insurgency and crime are rampant. Supporting this conclusion are the sentiments from a 20-year police officer who is employed by the City of Seattle Police Department describing a "deeply concerning" failure to enforce the rule of law and becoming a lawless state:

<https://www.youtube.com/watch?v=oZ4D3q5suVk>

In this particular incident, which tragically resulted in the shooting death of Antonio Mays, Jr., the City of Seattle, State of Washington and their entities and leadership affirmatively created, condoned and placed a teenager in a position of danger in violation of his Fourteenth Amendment Due Process Rights to be free of state-created danger. Clearly the government let down Antonio in violation of 42 USC Section 1983, and negligently breached their duty which was particularly owed to protect him resulting in serious injuries. Essentially, the de facto Police Chief, Raz Simone and the CHOP COPS were acting as agents of the city of Seattle and Mayor Durken. It was a violation of Antonio's rights that the city/EMS did not render medical aid following the shooting. This case no doubt warrants punitive damages or exemplary damages which demand to be assessed in order to punish the City of Seattle, State of Washington and their actors and agents for the outrageous conduct and or to reform or deter the City of Seattle, the State of Washington and all others from participating or engaging in similar conduct.

The State of Washington acknowledged the danger of this zone and were plainly aware that harm may result of this. Rape, robbery, murder, arson, theft, extortion, and burglary all occurred in this zone at exceedingly high rates. In fact, crime levels soared by one hundred percent during the encampment's existence with the City of Seattle's police department abandoning their police precinct.

The City of Seattle instituted protocols and practices that emboldened the lawlessness in this zone and engaged in affirmative conduct that placed Antonio in foreseeable danger and made it difficult for emergency services to adequately respond.

The City of Seattle, Mayor Durkan, Seattle Police Department, Seattle Fire Department, Seattle Department of Emergency Management, Seattle Department of Public Health, Seattle Department of Transportation, and Seattle City Council owed a duty to the citizens of Seattle and should have foreseen the inherent dangers by allowing the formation of the CHOP/CHAZ zone and by failing to dismantle it. The City of Seattle, Mayor Durkan, Seattle Police Department, Seattle Fire Department, Seattle Department of Emergency Management, Seattle Department of Public Health, Seattle Department of Transportation, and Seattle City Council failed to exercise reasonable care and acted with deliberate indifference when they exposed Antonio to a known and obvious danger. The citizen has a constitutional right to be free from unreasonable risk of harm to his body and be protected by authorities, customs, and practices which instead, created and execrated the danger.

What Happened

In late May 2020, protests erupted in downtown Seattle following the death of George Floyd leading to violence, looting, destruction, and chaos. On May 30, 2020, Mayor Durkan issued a Civil Emergency Proclamation granting the Mayor the authority to address threats to public health



Amanda Snyder/The Seattle Times via AP

and safety caused by the protests.⁴ In that Proclamation, Mayor Durkan recognized that these protests have led to property destruction and injuries to demonstrators, including death. Mayor Durkan also issued Emergency Orders banning the use of weapons and establishing a 5:00 p.m. curfew for May 30th and 31st.⁵

⁴<https://durkan.seattle.gov/2020/05/mayor-durkan-issues-emergency-orders-proclaiming-civil-emergency-due-to-demonstrations-and-banning-use-of-weapons-throughout-city/> ; https://durkan.seattle.gov/wp-content/uploads/sites/9/2020/05/0897_001.pdf

⁵ https://durkan.seattle.gov/wp-content/uploads/sites/9/2020/05/0898_001.pdf ; https://durkan.seattle.gov/wpcontent/uploads/sites/9/2020/05/0899_001.pdf

Mayor Durkan gained the knowledge that these protests were dangerous to the health and safety of the community and needed to be controlled. She delegated authority to the Fire Chief and Police Chief “direction of any necessary population and property protection, as well as control of incidents and maintenance of public peace and order.” She followed that with a statement that “[o]ther departments and personnel will assist as requested.” In the proclamation, Mayor Durkan stated:

“This Proclamation shall be terminated by the issuance of another proclamation of when I determine that extraordinary measures are no longer required for the protection of the public peace, safety and welfare, or by passage of a termination resolution by vote of not less than two-thirds (2/3) of all the members of the City Council. Before termination of this civil emergency I or the City Council shall consult with the Chief of Police, the Fire Chief, the Director of Public Health, and the Director of Emergency Management to determine if there are any fiscal, public safety response or disaster recovery imperatives that require the continuation of emergency measures.”

In the first week of June 2020, protests continued to erupt in Seattle, WA, moving to the Capitol Hill neighborhood. Seattle police issued a statement late June 1st declaring a riot.⁶ Despite protests getting out of control, Mayor Durkan and Seattle Police Chief Carmen Best announced a 30-day ban on the Seattle Police Department using tear gas for crowd control.⁷ In the following days, uncontrolled protests continued in Capitol Hill.

On June 8th, 2020, Seattle Police Chief Carmen Best gave a press conference in which she stated that the Seattle Police would try something new. She stated: “We’re not going to evacuate or abandon the East Precinct.” and continued “We will be hardening the East Precinct facility by boarding up the exterior windows and applying fire retardant to the building exterior and installing fencing.”⁸ Despite over 12,000 complaints about the police response in Capitol Hill, the Seattle Police Department began moving out of the East Precinct.

Despite Chief Carmen Best’s words, the Seattle Police Department East Precinct became overtaken by protestors who vandalized and destroyed the precinct.

⁶ <https://spdblotter.seattle.gov/2020/06/01/spd-declares-east-precinct-demonstration-a-riot/>

⁷ <https://www.seattletimes.com/seattle-news/watchdog-groups-to-seattles-mayor-and-police-chief-spd-should-stop-using-tear-gas-on-demonstrators/>

⁸ <https://www.kuow.org/stories/they-gave-us-east-precinct-seattle-police-backs-away-from-the-barricade>



(AP Photo/Ted S. Warren)

Having free roam of the city, protestors set up blockades to Seattle streets. The new leaders of the Seattle Capitol Hill area declared it the Capitol Hill Autonomous Zone (CHAZ) which was later was changed to the Capitol Hill Occupied Protest (CHOP).



(Credit to Capitol Hill Seattle⁹)

On June 9th, 2020, a driver on his way to work drove the wrong way down a street into the protests. As someone approached the vehicle, he shot them in claimed self-defense and fled through the autonomously governed area before exiting to the

⁹ <https://www.capitolhillseattle.com/2020/06/welcome-to-free-capitol-hill-capitol-hill-autonomous-zone-forms-around-emptied-east-precinct/>

police where he surrendered.¹⁰ On June 10th and 11th, 2020, the President of the United States warned Mayor Durkan about the CHOP and advised the city of Seattle to take back the anarchist governed ‘autonomous zone’.¹¹

Despite the warnings of the dangers of allowing an uncontrolled group to govern parts of Seattle, Mayor Durkan insisted there was “no imminent threat of an invasion of Seattle”.

On June 12th, 2020, Mayor Durkan gave an interview with CNN host Chris Cuomo. Part of the interview included the following remarks:

Chris Cuomo: How long do you think Seattle and those few blocks looks like this?

Mayor Durkan: I don’t know. We could have a summer of love!

Chris Cuomo: Well, tell that to the police who are supposed to be in that precinct, though.¹²

In the following week the neighborhood in Capitol Hill continued to be governed by anarchists. Individuals armed with semi-automatic weapons roamed the streets of Capitol Hill.



CREDIT: CASEY MARTIN / KUOW (AP Photo/Ted S. Warren)

Rather than follow the Proclamation Mayor Durkan signed to protect the people of Seattle regarding protests that have continuously become violent, Mayor Durkan determined that despite a large part of the city of Seattle being controlled by protestors who have proved to be violent and destructive, there was no concern for the people in Seattle.

¹⁰ <https://komonews.com/news/local/driver-claiming-self-defense-in-capitol-hill-protest-shooting-has-ties-to-police>

¹¹ <https://www.washingtonpost.com/nation/2020/06/11/trump-seattle-autonomous-zone-inslee/>

¹² <https://www.washingtonexaminer.com/news/we-could-have-the-summer-of-love-seattle-mayor-says-she-doesnt-know-when-chaz-occupation-will-conclude>

On June 16th, 2020, Seattle Department of Transportation moved barriers to the “CHOP” and set up new concrete ones for the “CHOP” to continue to be governed by anarchist protestors after discussions between the protestors, Seattle Department of Transportation, and Seattle Fire Chief Harold Scoggins.¹³ Seattle police indicated it would respond to “significant life-safety issues” in the area. A protestor indicated that access to the space for fire and EMS in a “non-political space” was acceptable, but that they planned to block access after 10 p.m.

On June 17th, 2020, after consulting with Seattle’s Police Chief, the Director of Emergency Management, and the Director of Public Health, Mayor Durkan ended her Proclamation while declaring there was “no fiscal, public safety response or disaster recovery imperatives that require the continuation of emergency measures[.]”¹⁴

On June 18th, 2020, the Seattle Police Department issued a press release stating:

“The Seattle Police Department continues to provide public safety service to all of Seattle.

SPD is still responding to 911 calls and conducting investigations in the neighborhoods served by the East Precinct. Police are also making contacts around the perimeter of the CHOP/CHAZ zone and documenting incidents within the area.

The City of Seattle continues to communicate with groups in the CHOP to determine the future of the Seattle Police Department’s East Precinct building at 12th Avenue and Pine Street.”¹⁵

Within the anarchist run area within Capitol Hill, people told a much different story. Businesses were burglarized, people were violent, and when the Seattle Police were called, they never showed up.¹⁶ In one instance, a man taking video was threatened and detained by random people in Capitol Hill.¹⁷ When Seattle Police Chief Carmen Best was asked about why the police were not at the East Precinct, she stated “if you’re asking about the current situation, it’s not one that I like”.¹⁵

In the early morning of June 29th, 2020, there were reports of multiples shooters and chaos. The shooting killed 16-year-old Antonio Mays, Jr.

Despite knowledge of the violence and chaos, Seattle leaders allowed it to continue. The “summer of love” inevitably turned into the “summer of blood”. It took several predictable and preventable deaths and life-altering injuries for Mayor Durkan to finally announce that Seattle would move in to take over governance of the “CHOP.”

Claimant’s injuries and damages are ongoing. Investigation and discovery of the nature and extent of their injuries and damages are ongoing. Claimant has not yet determined the amount of their special and general damages.

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King County

Department of Executive Services
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Claimant information

Preferred language: English

Claimant name: Estate of Antonio Mays, Jr.

Mailing address: P.O. Box 9091 Seattle, WA 98109
Street address - City - State - ZIP

Email address: evan@oshanandassociates.com

Preferred phone: 206-335-3880 Alternate phone: _____

Date of birth: _____

Are you represented by an attorney? Yes No

Attorney name: Evan Oshan - Oshan & Associates

Mailing address: P.O. Box 9091
Street address - City - State - ZIP

Email address: Seattle, WA 98109

Phone: 206-335-3880

Incident information

Incident date: 06/29/2020 Incident time: 07:00 AM PM

Where did the incident occur? CHOP/CHAZ Zone (see attached)

Name of street or road: _____ Nearest intersection: _____

Describe what happened (attach more pages as needed).

Antonio Mays, Jr. was fatally shot in or near the "CHOP/CHAZ" ZONE, in the State of Washington, which the State had abandoned without a working plan to provide essential services, creating a danger. Claimant's damages are ongoing. Investigation and discovery of the nature and extent of their damages are ongoing. Claimant has not yet determined the amount of their special and general damages. See attached.

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Describe any damage or injuries. Fatally shot.

How was King County involved? _____

Witnesses and others involved:

Name - Phone/Email - How was this person involved?

1. _____
2. _____
3. _____

Was your vehicle involved or damaged? Yes No

License plate: _____	Make: _____	Model: _____	Year: _____
Owner name: _____			
Insurance company: _____			
Insurance policy number: _____			
Insurance claim number: _____			

Was a Metro Transit bus or other King County vehicle involved? Yes No

Route: _____	Vehicle number: _____	License plate: _____
I was a: <input type="checkbox"/> Bus passenger <input type="checkbox"/> Driver of another vehicle <input type="checkbox"/> Pedestrian		
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I claim damages in the amount of \$_____.

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Evan Oshan Digitally signed by Evan Oshan
Date: 2022.07.18 13:45:18 -05'00'
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Evan Oshan
Printed name

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Seattle, WA
City and state

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Not only did authorities fail to exercise control over the CHOP/CHAZ zone or prevent Raz Simone from handing out weapons to his make-shift police force, they collaborated with him.¹

Seattle Mayor Jenny Durkan acknowledged Mr. Simone as the de facto police chief and described his actions as peaceful “patriotism.”² Interestingly, just six months prior, Mr. Simone received a \$83,000 grant from Mayor Durkan, which we believe FUNDED the purchase of Mr. Simone's AR-15s.³ In addition to having the support of Mayor Durkan, Mr. Simone also met with Seattle Police Chief Carmen Best.



Bizarrely, no action was taken to prevent Mr. Simone from handing out assault rifles to his make-shift police force who roamed the CHOP/CHAZ zone.

Elaine Thompson/The New York Times via AP



tributearchive.com/obituaries/17273376/Antonio-Mays-Jr

Through their actions and inactions, the city of Seattle, Seattle agencies, Seattle employees, the County of King, the State of Washington, their agents and elected officials are responsible for the **preventable and predictable** death of Antonio Mays, Jr. in the early hours of June 29, 2020.

The shooting occurred during a frenzy of attacks that frequently took place in the area. Seattle police detectives did not get to the scene of the shooting until nearly 5 hours later.

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Antonio Mays, Sr.

Antonio's heartbreaking death was senseless and preventable and sent shockwaves through Seattle.

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He had a bright and promising future ahead of him as his family's BBQ sauce had just been picked up by high-end grocery chain Gelsons.

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In this particular incident, which tragically resulted in the shooting death of Antonio Mays, Jr., the City of Seattle, State of Washington and their entities and leadership affirmatively created, condoned and placed a teenager in a position of danger in violation of his Fourteenth Amendment Due Process Rights to be free of state-created danger. Clearly the government let down Antonio in violation of 42 USC Section 1983, and negligently breached their duty which was particularly owed to protect him resulting in serious injuries. Essentially, the de facto Police Chief, Raz Simone and the CHOP COPS were acting as agents of the city of Seattle and Mayor Durken. It was a violation of Antonio's rights that the city/EMS did not render medical aid following the shooting. This case no doubt warrants punitive damages or exemplary damages which demand to be assessed in order to punish the City of Seattle, State of Washington and their actors and agents for the outrageous conduct and or to reform or deter the City of Seattle, the State of Washington and all others from participating or engaging in similar conduct.

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What Happened

In late May 2020, protests erupted in downtown Seattle following the death of George Floyd leading to violence, looting, destruction, and chaos. On May 30, 2020, Mayor Durkan issued a Civil Emergency Proclamation granting the Mayor the authority to address threats to public health



Amanda Snyder/The Seattle Times via AP

and safety caused by the protests.⁴ In that Proclamation, Mayor Durkan recognized that these protests have led to property destruction and injuries to demonstrators, including death. Mayor Durkan also issued Emergency Orders banning the use of weapons and establishing a 5:00 p.m. curfew for May 30th and 31st.⁵

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Mayor Durkan gained the knowledge that these protests were dangerous to the health and safety of the community and needed to be controlled. She delegated authority to the Fire Chief and Police Chief “direction of any necessary population and property protection, as well as control of incidents and maintenance of public peace and order.” She followed that with a statement that “[o]ther departments and personnel will assist as requested.” In the proclamation, Mayor Durkan stated:

“This Proclamation shall be terminated by the issuance of another proclamation of when I determine that extraordinary measures are no longer required for the protection of the public peace, safety and welfare, or by passage of a termination resolution by vote of not less than two-thirds (2/3) of all the members of the City Council. Before termination of this civil emergency I or the City Council shall consult with the Chief of Police, the Fire Chief, the Director of Public Health, and the Director of Emergency Management to determine if there are any fiscal, public safety response or disaster recovery imperatives that require the continuation of emergency measures.”

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Despite Chief Carmen Best’s words, the Seattle Police Department East Precinct became overtaken by protestors who vandalized and destroyed the precinct.

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(AP Photo/Ted S. Warren)

Having free roam of the city, protestors set up blockades to Seattle streets. The new leaders of the Seattle Capitol Hill area declared it the Capitol Hill Autonomous Zone (CHAZ) which was later was changed to the Capitol Hill Occupied Protest (CHOP).



(Credit to Capitol Hill Seattle⁹)

On June 9th, 2020, a driver on his way to work drove the wrong way down a street into the protests. As someone approached the vehicle, he shot them in claimed self-defense and fled through the autonomously governed area before exiting to the

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police where he surrendered.¹⁰ On June 10th and 11th, 2020, the President of the United States warned Mayor Durkan about the CHOP and advised the city of Seattle to take back the anarchist governed ‘autonomous zone’.¹¹

Despite the warnings of the dangers of allowing an uncontrolled group to govern parts of Seattle, Mayor Durkan insisted there was “no imminent threat of an invasion of Seattle”.

On June 12th, 2020, Mayor Durkan gave an interview with CNN host Chris Cuomo. Part of the interview included the following remarks:

Chris Cuomo: How long do you think Seattle and those few blocks looks like this?

Mayor Durkan: I don’t know. We could have a summer of love!

Chris Cuomo: Well, tell that to the police who are supposed to be in that precinct, though.¹²

In the following week the neighborhood in Capitol Hill continued to be governed by anarchists. Individuals armed with semi-automatic weapons roamed the streets of Capitol Hill.



CREDIT: CASEY MARTIN / KUOW (AP Photo/Ted S. Warren)

Rather than follow the Proclamation Mayor Durkan signed to protect the people of Seattle regarding protests that have continuously become violent, Mayor Durkan determined that despite a large part of the city of Seattle being controlled by protestors who have proved to be violent and destructive, there was no concern for the people in Seattle.

¹⁰ <https://komonews.com/news/local/driver-claiming-self-defense-in-capitol-hill-protest-shooting-has-ties-to-police>

¹¹ <https://www.washingtonpost.com/nation/2020/06/11/trump-seattle-autonomous-zone-inslee/>

¹² <https://www.washingtonexaminer.com/news/we-could-have-the-summer-of-love-seattle-mayor-says-she-doesnt-know-when-chaz-occupation-will-conclude>

On June 16th, 2020, Seattle Department of Transportation moved barriers to the “CHOP” and set up new concrete ones for the “CHOP” to continue to be governed by anarchist protestors after discussions between the protestors, Seattle Department of Transportation, and Seattle Fire Chief Harold Scoggins.¹³ Seattle police indicated it would respond to “significant life-safety issues” in the area. A protestor indicated that access to the space for fire and EMS in a “non-political space” was acceptable, but that they planned to block access after 10 p.m.

On June 17th, 2020, after consulting with Seattle’s Police Chief, the Director of Emergency Management, and the Director of Public Health, Mayor Durkan ended her Proclamation while declaring there was “no fiscal, public safety response or disaster recovery imperatives that require the continuation of emergency measures[.]”¹⁴

On June 18th, 2020, the Seattle Police Department issued a press release stating:

“The Seattle Police Department continues to provide public safety service to all of Seattle.

SPD is still responding to 911 calls and conducting investigations in the neighborhoods served by the East Precinct. Police are also making contacts around the perimeter of the CHOP/CHAZ zone and documenting incidents within the area.

The City of Seattle continues to communicate with groups in the CHOP to determine the future of the Seattle Police Department’s East Precinct building at 12th Avenue and Pine Street.”¹⁵

Within the anarchist run area within Capitol Hill, people told a much different story. Businesses were burglarized, people were violent, and when the Seattle Police were called, they never showed up.¹⁶ In one instance, a man taking video was threatened and detained by random people in Capitol Hill.¹⁷ When Seattle Police Chief Carmen Best was asked about why the police were not at the East Precinct, she stated “if you’re asking about the current situation, it’s not one that I like”.¹⁵

In the early morning of June 29th, 2020, there were reports of multiples shooters and chaos. The shooting killed 16-year-old Antonio Mays, Jr.

Despite knowledge of the violence and chaos, Seattle leaders allowed it to continue. The “summer of love” inevitably turned into the “summer of blood”. It took several predictable and preventable deaths and life-altering injuries for Mayor Durkan to finally announce that Seattle would move in to take over governance of the “CHOP.”

Claimant’s injuries and damages are ongoing. Investigation and discovery of the nature and extent of their injuries and damages are ongoing. Claimant has not yet determined the amount of their special and general damages.

Their special damages include but are not limited to: lost wages, lost employment opportunities, medical expenses, and property damage. Their general damages include but are not limited to: violation of their constitutional rights, physical injury, pain, suffering, mental/emotional distress, humiliation, fear, and embarrassment.

The purpose underlying the statement of the amount of damages is to provide the government with notice of the type of relief sought. The statute is intended to give the government time to investigate, negotiate, and attempt to settle claims. As a prelude to litigation, the claim filing requirement of a damages statement is not intended to ask the impossible, and the requirement is not equivalent to a final request for relief. In this case, the exact amount of damages is uncertain at the time the notice is prepared. Because the number the claimant is able to provide will likely change as the case progresses, an accurate and complete description of the damages – instead of a number – will adequately supply the information and notice required by the claim filing statute. The government has an entire department of attorneys who are experienced in the handling of tort cases. They have had many opportunities to assess, settle, and try such cases. Based upon the initial disclosure of information, the government can calculate an approximate base amount of the claim if it so chooses. Even though the government cannot know with certainty the total amount of damages claimant will ultimately request, there is no reason for this uncertainty to impede its settlement plans. If, after evaluating the merits of this claim, the government decides to pursue settlement, the lack of a non-binding dollar figure will not dissuade the government from initiating such settlement talks.

¹³ <https://www.king5.com/article/news/local/protests/seattle-chop-making-changes-improve-safety-access-protest-zone/281-8abc0213-6284-4a87-8926-427e7a649e23>

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¹⁵ <https://spdblotter.seattle.gov/2020/06/18/man-arrested-for-break-in-arson-at-chop-area-business/>

¹⁶ <https://www.q13fox.com/news/inside-the-chop-a-resident-of-seattles-protest-zone-says-she-feels-like-a-hostage-in-her-neighborhood>

¹⁷ <https://komonews.com/news/local/man-says-he-was-threatened-detained-by-people-inside-chop-while-live-streaming>

WASHINGTON STATE TORT CLAIM FORM

General Liability Claim Form #SF 210

For Official Use Only

Pursuant to Chapter 4.92 RCW, this form is for filing a tort claim against the state of Washington. Some of the information requested on this form is required by RCW 4.92.100 and is subject to public disclosure pursuant to RCW 42.56.

PLEASE TYPE OR PRINT CLEARLY IN INK

Mail or deliver original claim to Department of Enterprise Services
Office of Risk Management
1500 Jefferson Street SE, MS 41466
Olympia, Washington 98504-1466
Phone: (360) 407-9199
Fax: (360) 407-8022
Email: Claims@des.wa.gov

Business Hours: Monday – Friday 8:00 a.m. – 5:00 p.m.
Closed on weekends and official state holidays.

1. Claimant's name: Mays, Sr Antonio
Last name First Middle Date of birth (mm/dd/yyyy)
2. Inmate DOC number (if applicable): _____
3. Current residential address: _____
4. Mailing address (if different): P.O. Box 9091, Seattle, WA 98109
5. Residential address at the time of the incident: _____
(if different from current address)
6. Claimant's daytime telephone number: (206) 335-3880
Home Business or Cell
7. Claimant's e-mail address: evan@oshanandassociates.com
8. Date of the incident: 06/29/2020 Time: 07:00 a.m. p.m. (check one)
(mm/dd/yyyy)
9. If the incident occurred over a period of time, date of first and last occurrences:
from _____ Time: _____ a.m. p.m.
(mm/dd/yyyy) (mm/dd/yyyy)
to _____ Time: _____ a.m. p.m.
(mm/dd/yyyy) (mm/dd/yyyy)
10. Location of incident: _____
State and county City, if applicable Place where occurred

11. If the incident occurred on a street or highway:

Name of street or highway	Milepost number	At the intersection with or nearest intersecting street
---------------------------	-----------------	---

12. State agency or department you believe is responsible for damage/injury:

See attached

13. Names and telephone numbers of all persons involved in or witness to this incident:

14. Names and telephone numbers of all state employees having knowledge about this incident:

15. Names and telephone numbers of all individuals not already identified in #13 and #14 above that have knowledge regarding the liability issues involved in this incident, or knowledge of the Claimant's resulting damages. Please include a brief description as to the nature and extent of each person's knowledge. Attach additional sheets if necessary.

16. Describe how the state of Washington caused your injuries or damages (**if your injuries or damages were not caused by the State, do not use this form. You must file your claim against the correct entity**). Explain the extent of property loss or medical, physical or mental injuries. Attach additional sheets if necessary.

Antonio Mays, Sr., father of Antonio Mays, Jr, who was fatally shot in or near the "CHOP/CHAZ" ZONE, in the State of Washington, which the State had abandoned without a working plan to provide essential services, creating a danger. Claimant's damages are ongoing.

Investigation and discovery of the nature and extent of the damages are ongoing.

Claimant has not yet determined the amount of their special and general damages. See attached.

17. Has this incident been reported to law enforcement, safety or security personnel? If so, when and to whom? Please attach a copy of the report or contact information.

See attached.

18. Names, addresses and telephone numbers of treating medical providers. Submit copies of all medical reports and billings.

19. Please attach documents which support the allegations of the claim.

20. I claim damages from the state of Washington in the sum of \$ see attached.

This Claim form must be signed by one of the following (check appropriate box).

- Claimant
- Person holding a written power of attorney from the Claimant
- Attorney in fact for the Claimant
- Attorney admitted to practice in Washington State on the Claimant's behalf
- Court-approved guardian or guardian ad litem on behalf of the Claimant

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Signature of Claimant

Date and place (residential address, city and county)

Or

Evan Oshan

07/18/2022 Seattle, King County

Signature of Representative

Date and place (residential address, city and county)

Evan Oshan

30243

Print Name of Representative

Bar Number (if applicable)

Signature of Representative

Date and place (residential address, city and county)

Print Name of Representative

Bar Number (if applicable)

Additional Documentation for Tort Claim:

The City of Seattle, State, and County had been put on NOTICE of the dangerous situation connected to the CHOP/CHAZ zone. In fact, Raz Simone, warlord/de facto police chief's action and inactions lead to the death of Antonio Mays, Jr., an up-and-coming black entrepreneurial youth.

The Capitol Hill Autonomous Zone (CHAZ), also identified as the Free Capitol Hill, the Capitol Hill Occupied Protest, or the Capitol Hill Organized Protest (CHOP) was a self-declared autonomous zone in the Seattle neighborhood of Capitol Hill. The "CHOP/CHAZ" zone was established on June 8, 2020 following the Seattle Police Department (SPD) deserting its East Precinct building and was not cleared until July 1, 2020.

The City of Seattle, through Mayor Durkan, Seattle Police Department, Seattle Fire Department, Seattle Department of Emergency Management, Seattle Department of Public Health, Seattle Department of Transportation, and Seattle City Council **allowed, supported, aided and abetted politically charged, armed, anarchist protestors to infiltrate, takeover, and govern part of downtown Seattle, resulting in mayhem and murder.**

The County of King and the Governor of Washington did not intervene and stop this state of lawlessness nor did any of their agents. In fact, the CHOP/CHAZ zone was encouraged and promoted by the Seattle Mayor who referred to the movement taking place in the CHOP/CHAZ zone as the "**summer of love**" although predictably, it turned into a **summer of blood**.

The City of Seattle is legally bound to provide police/fire/EMS protection to the general citizenry, but they failed to do so, leaving occupants of the CHOP/CHAZ zone to fend for themselves. The CHOP/CHAZ zone was governed by a Seattle-based rapper named Raz Simone, who referred to himself as the "Warlord" of the area and was widely accepted as the de facto Police Chief by authorities. Mr. Simone, a civilian, formed a make-shift police force and provided them with AR-15 semi-automatic assault rifles. <https://www.youtube.com/watch?v=gSAecJTjvII>



Not only did authorities fail to exercise control over the CHOP/CHAZ zone or prevent Raz Simone from handing out weapons to his make-shift police force, they collaborated with him.¹

Seattle Mayor Jenny Durkan acknowledged Mr. Simone as the de facto police chief and described his actions as peaceful “patriotism.”² Interestingly, just six months prior, Mr. Simone received a \$83,000 grant from Mayor Durkan, which we believe FUNDED the purchase of Mr. Simone's AR-15s.³ In addition to having the support of Mayor Durkan, Mr. Simone also met with Seattle Police Chief Carmen Best.



Bizarrely, no action was taken to prevent Mr. Simone from handing out assault rifles to his make-shift police force who roamed the CHOP/CHAZ zone.

Elaine Thompson/The New York Times via AP



tributearchive.com/obituaries/17273376/Antonio-Mays-Jr

Through their actions and inactions, the city of Seattle, Seattle agencies, Seattle employees, the County of King, the State of Washington, their agents and elected officials are responsible for the **preventable and predictable** death of Antonio Mays, Jr. in the early hours of June 29, 2020.

The shooting occurred during a frenzy of attacks that frequently took place in the area. Seattle police detectives did not get to the scene of the shooting until nearly 5 hours later.

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(AP Photo/Ted S. Warren)

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In the following week the neighborhood in Capitol Hill continued to be governed by anarchists. Individuals armed with semi-automatic weapons roamed the streets of Capitol Hill.



CREDIT: CASEY MARTIN / KUOW (AP Photo/Ted S. Warren)

Rather than follow the Proclamation Mayor Durkan signed to protect the people of Seattle regarding protests that have continuously become violent, Mayor Durkan determined that despite a large part of the city of Seattle being controlled by protestors who have proved to be violent and destructive, there was no concern for the people in Seattle.

¹⁰ <https://komonews.com/news/local/driver-claiming-self-defense-in-capitol-hill-protest-shooting-has-ties-to-police>

¹¹ <https://www.washingtonpost.com/nation/2020/06/11/trump-seattle-autonomous-zone-inslee/>

¹² <https://www.washingtonexaminer.com/news/we-could-have-the-summer-of-love-seattle-mayor-says-she-doesnt-know-when-chaz-occupation-will-conclude>

On June 16th, 2020, Seattle Department of Transportation moved barriers to the “CHOP” and set up new concrete ones for the “CHOP” to continue to be governed by anarchist protestors after discussions between the protestors, Seattle Department of Transportation, and Seattle Fire Chief Harold Scoggins.¹³ Seattle police indicated it would respond to “significant life-safety issues” in the area. A protestor indicated that access to the space for fire and EMS in a “non-political space” was acceptable, but that they planned to block access after 10 p.m.

On June 17th, 2020, after consulting with Seattle’s Police Chief, the Director of Emergency Management, and the Director of Public Health, Mayor Durkan ended her Proclamation while declaring there was “no fiscal, public safety response or disaster recovery imperatives that require the continuation of emergency measures[.]”¹⁴

On June 18th, 2020, the Seattle Police Department issued a press release stating:

“The Seattle Police Department continues to provide public safety service to all of Seattle.

SPD is still responding to 911 calls and conducting investigations in the neighborhoods served by the East Precinct. Police are also making contacts around the perimeter of the CHOP/CHAZ zone and documenting incidents within the area.

The City of Seattle continues to communicate with groups in the CHOP to determine the future of the Seattle Police Department’s East Precinct building at 12th Avenue and Pine Street.”¹⁵

Within the anarchist run area within Capitol Hill, people told a much different story. Businesses were burglarized, people were violent, and when the Seattle Police were called, they never showed up.¹⁶ In one instance, a man taking video was threatened and detained by random people in Capitol Hill.¹⁷ When Seattle Police Chief Carmen Best was asked about why the police were not at the East Precinct, she stated “if you’re asking about the current situation, it’s not one that I like”.¹⁵

In the early morning of June 29th, 2020, there were reports of multiples shooters and chaos. The shooting killed 16-year-old Antonio Mays, Jr.

Despite knowledge of the violence and chaos, Seattle leaders allowed it to continue. The “summer of love” inevitably turned into the “summer of blood”. It took several predictable and preventable deaths and life-altering injuries for Mayor Durkan to finally announce that Seattle would move in to take over governance of the “CHOP.”

Claimant’s injuries and damages are ongoing. Investigation and discovery of the nature and extent of their injuries and damages are ongoing. Claimant has not yet determined the amount of their special and general damages.

Their special damages include but are not limited to: lost wages, lost employment opportunities, medical expenses, and property damage. Their general damages include but are not limited to: violation of their constitutional rights, physical injury, pain, suffering, mental/emotional distress, humiliation, fear, and embarrassment.

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¹³ <https://www.king5.com/article/news/local/protests/seattle-chop-making-changes-improve-safety-access-protest-zone/281-8abc0213-6284-4a87-8926-427e7a649e23>

¹⁴ <https://durkan.seattle.gov/wp-content/uploads/sites/9/2020/06/Proclamation-Terminating-the-Civil-Emergency-due-to-Protesting.pdf>

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¹⁷ <https://komonews.com/news/local/man-says-he-was-threatened-detained-by-people-inside-chop-while-live-streaming>

WASHINGTON STATE TORT CLAIM FORM

General Liability Claim Form #SF 210

For Official Use Only

Pursuant to Chapter 4.92 RCW, this form is for filing a tort claim against the state of Washington. Some of the information requested on this form is required by RCW 4.92.100 and is subject to public disclosure pursuant to RCW 42.56.

PLEASE TYPE OR PRINT CLEARLY IN INK

Mail or deliver original claim to Department of Enterprise Services
Office of Risk Management
1500 Jefferson Street SE, MS 41466
Olympia, Washington 98504-1466
Phone: (360) 407-9199
Fax: (360) 407-8022
Email: Claims@des.wa.gov

Business Hours: Monday – Friday 8:00 a.m. – 5:00 p.m.
Closed on weekends and official state holidays.

1. Claimant's name: Estate of Antonio Mays, Jr.
Last name First Middle Date of birth (mm/dd/yyyy)
2. Inmate DOC number (if applicable): _____
3. Current residential address: _____
4. Mailing address (if different): P.O. Box 9091, Seattle, WA 98109
5. Residential address at the time of the incident: _____
(if different from current address)
6. Claimant's daytime telephone number: (206) 335-3880
Home Business or Cell
7. Claimant's e-mail address: evan@oshanandassociates.com
8. Date of the incident: 06/29/2020 Time: 07:00 a.m. p.m. (check one)
(mm/dd/yyyy)
9. If the incident occurred over a period of time, date of first and last occurrences:
from _____ Time: _____ a.m. p.m.
(mm/dd/yyyy) (mm/dd/yyyy)
to _____ Time: _____ a.m. p.m.
(mm/dd/yyyy) (mm/dd/yyyy)
10. Location of incident: _____
State and county City, if applicable Place where occurred

11. If the incident occurred on a street or highway:

Name of street or highway	Milepost number	At the intersection with or nearest intersecting street
---------------------------	-----------------	---

12. State agency or department you believe is responsible for damage/injury:

See attached

13. Names and telephone numbers of all persons involved in or witness to this incident:

14. Names and telephone numbers of all state employees having knowledge about this incident:

15. Names and telephone numbers of all individuals not already identified in #13 and #14 above that have knowledge regarding the liability issues involved in this incident, or knowledge of the Claimant's resulting damages. Please include a brief description as to the nature and extent of each person's knowledge. Attach additional sheets if necessary.

16. Describe how the state of Washington caused your injuries or damages (**if your injuries or damages were not caused by the State, do not use this form. You must file your claim against the correct entity**). Explain the extent of property loss or medical, physical or mental injuries. Attach additional sheets if necessary.

Antonio Mays, Jr, was fatally shot in or near the "CHOP/CHAZ" ZONE, in the
State of Washington, which the State had abandoned without a working plan to provide essential services, creating a danger. Claimant's damages are ongoing.
Investigation and discovery of the nature and extent of the damages are ongoing.
Claimant has not yet determined the amount of their special and general damages. See attached.

17. Has this incident been reported to law enforcement, safety or security personnel? If so, when and to whom? Please attach a copy of the report or contact information.

See attached.

18. Names, addresses and telephone numbers of treating medical providers. Submit copies of all medical reports and billings.

19. Please attach documents which support the allegations of the claim.

20. I claim damages from the state of Washington in the sum of \$ see attached.

This Claim form must be signed by one of the following (check appropriate box).

- Claimant
- Person holding a written power of attorney from the Claimant
- Attorney in fact for the Claimant
- Attorney admitted to practice in Washington State on the Claimant's behalf
- Court-approved guardian or guardian ad litem on behalf of the Claimant

I declare under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Signature of Claimant

Date and place (residential address, city and county)

Or

Evan Oshan
Signature of Representative

07/18/2022 Seattle, King, WA
Date and place (residential address, city and county)

Evan Oshan
Print Name of Representative

30243
Bar Number (if applicable)

Signature of Representative

Date and place (residential address, city and county)

Print Name of Representative

Bar Number (if applicable)

Additional Documentation for Tort Claim:

The City of Seattle, State, and County had been put on NOTICE of the dangerous situation connected to the CHOP/CHAZ zone. In fact, Raz Simone, warlord/de facto police chief's action and inactions lead to the death of Antonio Mays, Jr., an up-and-coming black entrepreneurial youth.

The Capitol Hill Autonomous Zone (CHAZ), also identified as the Free Capitol Hill, the Capitol Hill Occupied Protest, or the Capitol Hill Organized Protest (CHOP) was a self-declared autonomous zone in the Seattle neighborhood of Capitol Hill. The "CHOP/CHAZ" zone was established on June 8, 2020 following the Seattle Police Department (SPD) deserting its East Precinct building and was not cleared until July 1, 2020.

The City of Seattle, through Mayor Durkan, Seattle Police Department, Seattle Fire Department, Seattle Department of Emergency Management, Seattle Department of Public Health, Seattle Department of Transportation, and Seattle City Council **allowed, supported, aided and abetted politically charged, armed, anarchist protestors to infiltrate, takeover, and govern part of downtown Seattle, resulting in mayhem and murder.**

The County of King and the Governor of Washington did not intervene and stop this state of lawlessness nor did any of their agents. In fact, the CHOP/CHAZ zone was encouraged and promoted by the Seattle Mayor who referred to the movement taking place in the CHOP/CHAZ zone as the "**summer of love**" although predictably, it turned into a **summer of blood**.

The City of Seattle is legally bound to provide police/fire/EMS protection to the general citizenry, but they failed to do so, leaving occupants of the CHOP/CHAZ zone to fend for themselves. The CHOP/CHAZ zone was governed by a Seattle-based rapper named Raz Simone, who referred to himself as the "Warlord" of the area and was widely accepted as the de facto Police Chief by authorities. Mr. Simone, a civilian, formed a make-shift police force and provided them with AR-15 semi-automatic assault rifles. <https://www.youtube.com/watch?v=gSAecJTjvII>



Not only did authorities fail to exercise control over the CHOP/CHAZ zone or prevent Raz Simone from handing out weapons to his make-shift police force, they collaborated with him.¹

Seattle Mayor Jenny Durkan acknowledged Mr. Simone as the de facto police chief and described his actions as peaceful “patriotism.”² Interestingly, just six months prior, Mr. Simone received a \$83,000 grant from Mayor Durkan, which we believe FUNDED the purchase of Mr. Simone's AR-15s.³ In addition to having the support of Mayor Durkan, Mr. Simone also met with Seattle Police Chief Carmen Best.



Bizarrely, no action was taken to prevent Mr. Simone from handing out assault rifles to his make-shift police force who roamed the CHOP/CHAZ zone.

Elaine Thompson/The New York Times via AP



tributearchive.com/obituaries/17273376/Antonio-Mays-Jr

Through their actions and inactions, the city of Seattle, Seattle agencies, Seattle employees, the County of King, the State of Washington, their agents and elected officials are responsible for the **preventable and predictable** death of Antonio Mays, Jr. in the early hours of June 29, 2020.

The shooting occurred during a frenzy of attacks that frequently took place in the area. Seattle police detectives did not get to the scene of the shooting until nearly 5 hours later.

<https://thepostmillennial.com/exclusive-text-messages-show-coordination-between-seattle-officials-and-the-warlord-of-autonomous-zone>

²<https://nypost.com/2020/06/12/raz-simone-accused-of-acting-like-warlord-in-seattles-chaz/>

³<https://masscentral.com/why-was-raz-simone-given-a-grant-for-83000-by-seattle-mayor-just-6-months-before-he-became-the-leader-of-chaz-chop/>



Antonio Mays, Sr.

Antonio's heartbreaking death was senseless and preventable and sent shockwaves through Seattle.

Antonio was an up-and-coming black entrepreneurial youth who was part of a close-knit and loving family and was well-known in his community.

He had a bright and promising future ahead of him as his family's BBQ sauce had just been picked up by high-end grocery chain Gelsons.

The City of Seattle, Mayor Durkan, Seattle Police Department, Seattle Fire Department, Seattle Department of Emergency Management, Seattle Department of Public Health, Seattle Department of Transportation, and Seattle City Council knew, or should have known, the inherent danger posed by the CHOP/CHAZ zone. Only nine days prior to the shooting death of Antonio in the CHOP/CHAZ zone, there had been another fatal shooting of teenager Lorenzo Anderson.

As a governmental entity, the City of Seattle created a dangerous situation and were deliberately indifferent to a known or obvious danger of those occupying, visiting, working and residing within this zone. The video produced by the City of Seattle Police Department:

<https://www.youtube.com/watch?v=K0tXOBPMHA> exemplifies the dangerousness of this environment, more closely resembles the lawlessness of third world country where insurgency and crime are rampant. Supporting this conclusion are the sentiments from a 20-year police officer who is employed by the City of Seattle Police Department describing a "deeply concerning" failure to enforce the rule of law and becoming a lawless state:

<https://www.youtube.com/watch?v=oZ4D3q5suVk>

In this particular incident, which tragically resulted in the shooting death of Antonio Mays, Jr., the City of Seattle, State of Washington and their entities and leadership affirmatively created, condoned and placed a teenager in a position of danger in violation of his Fourteenth Amendment Due Process Rights to be free of state-created danger. Clearly the government let down Antonio in violation of 42 USC Section 1983, and negligently breached their duty which was particularly owed to protect him resulting in serious injuries. Essentially, the de facto Police Chief, Raz Simone and the CHOP COPS were acting as agents of the city of Seattle and Mayor Durken. It was a violation of Antonio's rights that the city/EMS did not render medical aid following the shooting. This case no doubt warrants punitive damages or exemplary damages which demand to be assessed in order to punish the City of Seattle, State of Washington and their actors and agents for the outrageous conduct and or to reform or deter the City of Seattle, the State of Washington and all others from participating or engaging in similar conduct.

The State of Washington acknowledged the danger of this zone and were plainly aware that harm may result of this. Rape, robbery, murder, arson, theft, extortion, and burglary all occurred in this zone at exceedingly high rates. In fact, crime levels soared by one hundred percent during the encampment's existence with the City of Seattle's police department abandoning their police precinct.

The City of Seattle instituted protocols and practices that emboldened the lawlessness in this zone and engaged in affirmative conduct that placed Antonio in foreseeable danger and made it difficult for emergency services to adequately respond.

The City of Seattle, Mayor Durkan, Seattle Police Department, Seattle Fire Department, Seattle Department of Emergency Management, Seattle Department of Public Health, Seattle Department of Transportation, and Seattle City Council owed a duty to the citizens of Seattle and should have foreseen the inherent dangers by allowing the formation of the CHOP/CHAZ zone and by failing to dismantle it. The City of Seattle, Mayor Durkan, Seattle Police Department, Seattle Fire Department, Seattle Department of Emergency Management, Seattle Department of Public Health, Seattle Department of Transportation, and Seattle City Council failed to exercise reasonable care and acted with deliberate indifference when they exposed Antonio to a known and obvious danger. The citizen has a constitutional right to be free from unreasonable risk of harm to his body and be protected by authorities, customs, and practices which instead, created and execrated the danger.

What Happened

In late May 2020, protests erupted in downtown Seattle following the death of George Floyd leading to violence, looting, destruction, and chaos. On May 30, 2020, Mayor Durkan issued a Civil Emergency Proclamation granting the Mayor the authority to address threats to public health



Amanda Snyder/The Seattle Times via AP

and safety caused by the protests.⁴ In that Proclamation, Mayor Durkan recognized that these protests have led to property destruction and injuries to demonstrators, including death. Mayor Durkan also issued Emergency Orders banning the use of weapons and establishing a 5:00 p.m. curfew for May 30th and 31st.⁵

⁴<https://durkan.seattle.gov/2020/05/mayor-durkan-issues-emergency-orders-proclaiming-civil-emergency-due-to-demonstrations-and-banning-use-of-weapons-throughout-city/> ; https://durkan.seattle.gov/wp-content/uploads/sites/9/2020/05/0897_001.pdf

⁵ https://durkan.seattle.gov/wp-content/uploads/sites/9/2020/05/0898_001.pdf ; https://durkan.seattle.gov/wpcontent/uploads/sites/9/2020/05/0899_001.pdf

Mayor Durkan gained the knowledge that these protests were dangerous to the health and safety of the community and needed to be controlled. She delegated authority to the Fire Chief and Police Chief “direction of any necessary population and property protection, as well as control of incidents and maintenance of public peace and order.” She followed that with a statement that “[o]ther departments and personnel will assist as requested.” In the proclamation, Mayor Durkan stated:

“This Proclamation shall be terminated by the issuance of another proclamation of when I determine that extraordinary measures are no longer required for the protection of the public peace, safety and welfare, or by passage of a termination resolution by vote of not less than two-thirds (2/3) of all the members of the City Council. Before termination of this civil emergency I or the City Council shall consult with the Chief of Police, the Fire Chief, the Director of Public Health, and the Director of Emergency Management to determine if there are any fiscal, public safety response or disaster recovery imperatives that require the continuation of emergency measures.”

In the first week of June 2020, protests continued to erupt in Seattle, WA, moving to the Capitol Hill neighborhood. Seattle police issued a statement late June 1st declaring a riot.⁶ Despite protests getting out of control, Mayor Durkan and Seattle Police Chief Carmen Best announced a 30-day ban on the Seattle Police Department using tear gas for crowd control.⁷ In the following days, uncontrolled protests continued in Capitol Hill.

On June 8th, 2020, Seattle Police Chief Carmen Best gave a press conference in which she stated that the Seattle Police would try something new. She stated: “We’re not going to evacuate or abandon the East Precinct.” and continued “We will be hardening the East Precinct facility by boarding up the exterior windows and applying fire retardant to the building exterior and installing fencing.”⁸ Despite over 12,000 complaints about the police response in Capitol Hill, the Seattle Police Department began moving out of the East Precinct.

Despite Chief Carmen Best’s words, the Seattle Police Department East Precinct became overtaken by protestors who vandalized and destroyed the precinct.

⁶ <https://spdblotter.seattle.gov/2020/06/01/spd-declares-east-precinct-demonstration-a-riot/>

⁷ <https://www.seattletimes.com/seattle-news/watchdog-groups-to-seattles-mayor-and-police-chief-spd-should-stop-using-tear-gas-on-demonstrators/>

⁸ <https://www.kuow.org/stories/they-gave-us-east-precinct-seattle-police-backs-away-from-the-barricade>



(AP Photo/Ted S. Warren)

Having free roam of the city, protestors set up blockades to Seattle streets. The new leaders of the Seattle Capitol Hill area declared it the Capitol Hill Autonomous Zone (CHAZ) which was later was changed to the Capitol Hill Occupied Protest (CHOP).



(Credit to Capitol Hill Seattle⁹)

On June 9th, 2020, a driver on his way to work drove the wrong way down a street into the protests. As someone approached the vehicle, he shot them in claimed self-defense and fled through the autonomously governed area before exiting to the

⁹ <https://www.capitolhillseattle.com/2020/06/welcome-to-free-capitol-hill-capitol-hill-autonomous-zone-forms-around-emptied-east-precinct/>

police where he surrendered.¹⁰ On June 10th and 11th, 2020, the President of the United States warned Mayor Durkan about the CHOP and advised the city of Seattle to take back the anarchist governed ‘autonomous zone’.¹¹

Despite the warnings of the dangers of allowing an uncontrolled group to govern parts of Seattle, Mayor Durkan insisted there was “no imminent threat of an invasion of Seattle”.

On June 12th, 2020, Mayor Durkan gave an interview with CNN host Chris Cuomo. Part of the interview included the following remarks:

Chris Cuomo: How long do you think Seattle and those few blocks looks like this?

Mayor Durkan: I don’t know. We could have a summer of love!

Chris Cuomo: Well, tell that to the police who are supposed to be in that precinct, though.¹²

In the following week the neighborhood in Capitol Hill continued to be governed by anarchists. Individuals armed with semi-automatic weapons roamed the streets of Capitol Hill.



CREDIT: CASEY MARTIN / KUOW (AP Photo/Ted S. Warren)

Rather than follow the Proclamation Mayor Durkan signed to protect the people of Seattle regarding protests that have continuously become violent, Mayor Durkan determined that despite a large part of the city of Seattle being controlled by protestors who have proved to be violent and destructive, there was no concern for the people in Seattle.

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¹⁷ <https://komonews.com/news/local/man-says-he-was-threatened-detained-by-people-inside-chop-while-live-streaming>

Exhibit 4

**MAYORAL PROCLAMATION OF CIVIL EMERGENCY
CITY OF SEATTLE**

WHEREAS, the killing of George Floyd by a police officer in Minneapolis on May 25, 2020, has generated anger and outrage across the United States, resulting in mass demonstrations;

WHEREAS, the City supports the peoples' right to lawful assembly guaranteed by the Constitution of the United States of America and the Constitution of the State of Washington. Due to the current State of Emergency and the Governor's Stay Home Stay Healthy Order, the City was unable to issue a parade and/or demonstration permits to groups who wished to lawfully assemble to voice their opinions, and plans to escort parades and otherwise assist in the safe and lawful right of speech and assembly; and

WHEREAS, the City regularly facilitates and supports unpermitted demonstrations and events to ensure public safety while preserving free speech and assembly; and

WHEREAS, the City recognizes that parades and demonstrations which will travel upon public streets and sidewalks, will disrupt and impair pedestrians, motorists and transit, and the City recognizes that some disruption is part of the rights of free speech and lawful assembly which the City will safeguard; and

WHEREAS, in the evening of May 29, 2020, unpermitted demonstrations were facilitated by the Seattle Police Department, but resulted in property damage to businesses in the downtown core and the arrest of several individuals; and

WHEREAS, in other cities, including Atlanta, Phoenix, New York, Houston, San Jose, Los Angeles, Dallas, Portland, and Minneapolis, demonstrations over the killing of George Floyd have turned violent and led to property destruction, injuries to demonstrators, significant uses of force by police, and injuries to both demonstrators and police officers; and

WHEREAS, in Detroit, MI, on May 28, 2020, a 19-year old man was killed by gunfire at a related demonstration; and

WHEREAS, in many cities, including Minneapolis, St. Paul, Louisville, Milwaukee, Columbus, Atlanta, Portland, Cincinnati, and Denver declared states of emergency and established mandatory curfews; and

WHEREAS, the National Guard has been mobilized in Minnesota, Georgia, Oregon,

WHEREAS, during the demonstrations in Seattle on May 30, 2020, Seattle Police Officers were assaulted with rocks, bottles, and other projectiles, Seattle Police Patrol cars were set on fire, a Seattle Police rifle stolen from a police vehicle and fired, hundreds of demonstrators marched down I5, shutting it down for vehicular traffic, Molotov cocktails were made and objects thrown at Seattle Police HQ that smelled of accelerant, followed by flares; and

WHEREAS, many businesses and personal were targeted for significant property damage; and

WHEREAS, a global request for mutual aid to all local law enforcement agencies was issued at 4:27 pm; and

WHEREAS, the presence of large numbers in a limited space combined with the clear and present, and escalating, threat of violence, presents an unacceptably high risk of serious injury to innocent people including lawful protesters and police, as well as significant property damage;

WHEREAS, these events are rapidly evolving and police responses are escalating even during the drafting of this order and the ability of the police to effectively control the situation is rapidly being compromised;

NOW, THEREFORE,

I, **Jenny Durkan AS MAYOR OF THE CITY OF SEATTLE DO PROCLAIM THAT:**

SECTION 1: CIVIL EMERGENCY POWERS

A. A civil emergency exists requiring and authorizing me to exercise the emergency powers vested in me as Mayor by RCW Chapter 38.52, the Charter of the City of Seattle, Article V, Section 2, and Seattle Municipal Code Chapter 10.02 as described in this proclamation;

B. Effective upon my signing this proclamation, I will be exercising that authority through the issuance of Executive Orders and through the use and direction of City personnel, services and equipment and additional acts necessary to the management of this emergency; and

C. Pursuant to Seattle Municipal Code section 12A.26.040, it is unlawful for anyone to fail to obey an Emergency Order issued or proclaimed by me when he or she knowingly violates any order issued under authority of sections 10.02.010 or 10.02.020 of the Seattle Municipal Code.

SECTION 2: DETERMINATION OF EMERGENCY

Based on my review of the present circumstances recited above I have determined that the foregoing described circumstances constitute a civil emergency with a high degree of risk of injury to persons, including deaths, as well as damage to property which has occurred or is likely to occur in the near future to such an extent as to require me to exercise the authority assumed in Section 1 and to take the extraordinary measures in Section 3 in order to prevent death or injury of persons and to protect the public peace, safety and welfare, and alleviate damage, loss, hardship or suffering.

SECTION 3: CONTRACTING AND BORROWING AUTHORITY

Pursuant to SMC Section 10.02.030, I hereby assume the authority to enter into contracts and incur obligations necessary to relieve the emergency, protect the health and safety of persons and property, and provide emergency assistance to the victims, and to exercise them in light of the exigencies of the situation without regard to time-consuming

Mayoral Proclamation

Page 2

procedures and formalities prescribed by ordinance, statute, rule or regulation (excepting mandatory constitutional requirements), including, but not limited to the following limitations and requirements:

- The budget law (RCW 35.32A) and the adopted City budget;
- Competitive bidding and the publication of notices pertaining to the performance of public works (RCW 35.22.620 et seq.; RCW Chapters 39.04 through 39.12; SMC Chapter 3.18; and SMC Chapter 20.48, etc.);
- Entering into contracts;
- Incurring of obligations;
- Employment of temporary workers;
- Rental of equipment;
- Purchase of supplies and materials (including Seattle Municipal Code Chapters 10.02 and § 10.02.070); and
- Appropriation and expenditure of public funds.

I intend to consult with the City Council wherever practical and present any such order at the earliest practicable time to the City Council for review and appropriate legislation.

SECTION 4. DELEGATION OF AUTHORITY

I delegate to the following City department heads the authority under my supervision to take the actions identified for and on behalf of the City:

A. To the Fire Chief and Police Chief, direction of any necessary population and property protection, as well as control of incidents and maintenance of public peace and order. Other departments and personnel will assist as requested.

I delegate to City department heads generally the authority to permit the use and closure of City facilities and equipment under their control for supplying necessary food, clothing, medicines, shelter or transportation to care facilities for people in need of assistance; to reassign personnel from their ordinary duties to work deemed necessary for the emergency without regard to job classifications, and to require work beyond normal working hours; and to secure the assistance of volunteers and donations of supplies or the use of equipment in performing tasks that the department head deems most helpful in relieving the emergency.

SECTION 5: CIRCULATION

A copy of this Proclamation and any civil emergency order issued hereunder shall be delivered to the Governor of the State of Washington and to the County Executive of King County. To the extent practicable, a copy of this Proclamation and any civil emergency orders

Mayoral Proclamation

Page 3

issued hereunder shall be made available to all news media within the City and to the general public. In order to give the widest dissemination of this Proclamation to the public, as many other available means as may be practical to use shall be used, including but not limited to posting on public facilities, computer websites, and public address systems.

SECTION 6: PRESENTATION, RATIFICATION, TERMINATION

This Proclamation shall be filed immediately after issuance, or as soon as practical, with the City Clerk for presentation to the City Council for ratification and confirmation, modification or rejection. The Council may, by resolution, modify or reject the proclamation and, if rejected, it shall be void. If the Council modifies or rejects the proclamation, said modification or rejection shall be prospective only, and shall not affect any actions taken prior to the modification or rejection of the proclamation. The Council shall endeavor to act on any proclamation of civil emergency within 48 hours of its being presented to the Council by the Mayor.

This Proclamation shall be terminated by the issuance of another proclamation when I determine that extraordinary measures are no longer required for the protection of the public peace, safety and welfare, or by the passage of a termination resolution by vote of not less than two-thirds (2/3) of all the members of the City Council. Before termination of this civil emergency I or the City Council shall consult with the Chief of Police, the Fire Chief, the Director of Public Health, and the Director of Emergency Management to determine if there are any fiscal, public safety response or disaster recovery imperatives that require the continuation of emergency measures.

I intend to consult with the City Council whenever practical and present all orders and proclamations at the earliest practicable time to the City Council for review and appropriate legislation.

DATED at Seattle, Washington, this 30th day of May, 2020, at 4:58 o'clock (a.m./p.m.).


JENNY DURKIN
MAYOR OF THE CITY OF SEATTLE

Exhibit 5

CIVIL EMERGENCY ORDER
ESTABLISHING PROHIBITED ITEMS
CITY OF SEATTLE

WHEREAS, in my capacity as Mayor, I proclaimed a civil emergency exists in the City of Seattle in the Mayoral Proclamation of Civil Emergency Dated May 30, 2020 at 8:58 P.M.; and

WHEREAS, the facts stated in that proclamation continue to exist as this Order is being issued contemporaneously with the Mayoral Proclamation of Civil Emergency, and additionally reports are incoming about a man with a rifle on the Yesler overpass; and

WHEREAS, it is necessary to use extraordinary measures to protect the public peace, safety and welfare; and

WHEREAS, I believe it is in the best interest of the public safety, that law enforcement be granted the authority to act in the manner contemplated in this Civil Emergency Order; and

WHEREAS, the conditions of this Civil Emergency Order are designed to provide the least necessary restriction on the rights of the public; and

WHEREAS, the civil emergency necessitates the utilization of emergency powers granted to the Mayor pursuant to Seattle Municipal Code, Chapter 10.02 and RCW Chapter 38.52

WHEREAS, SMC 10.02.020.A.15 authorizes the Mayor to proclaim "such other orders as are imminently necessary for the protection of life and property" and take extraordinary measures to protect the public peace, safety and welfare; and

NOW, THEREFORE,

I, JENNY A. DURKAN AS MAYOR OF THE CITY OF SEATTLE DO ORDER THAT:

SECTION 1: RESTRICTIONS ON PROHIBITED ITEMS

- A. A restricted area is imposed in the portion of the City defined at present as bounded approximately on the East by 15th Avenue East, on the South by 190, on the West by Elliott Bay and on the North by Mercer Street.
- B. Within this zone, all persons are prohibited from possessing, transporting, purchasing, furnishing or selling any weapon, including, but not limited to: rocks, bottles, pipes, bats, clubs,

chains, sharpened signs, shields, gas, road flares, torches, paint balls, light bulbs, any incendiary devices, pry-bars, skateboards, balloons filled with liquid, dimensional lumber with a dimension greater than 1/2 inch, or any other objects which can be used for infliction of bodily harm or damage to property.

C. Seattle Police are hereby directed confiscate any weapon identified above or any other implement reasonably perceived or believed to be capable of being used as a weapon found within these boundaries.

D. Any individual who violates this order shall be subject to arrest, as set forth below in Section 4, and confiscation of the prohibited item.

SECTION 4:

Any person found to have knowingly violated this Civil Emergency Order is guilty of Failure to Obey the Mayor's Emergency Order, and upon conviction may be punished by a fine of not more than Five Hundred Dollars (\$500.00) or by imprisonment for not more than One Hundred and Eighty (180) days or both such fine and imprisonment. SMC 10.02.110; 12A.26.040.

SECTION 5:

All mayoral proclamations presently in effect shall remain in full force and effect except that, insofar as any provision of any such prior proclamation is inconsistent with any provision of this proclamation, then the provision of this proclamation shall control.

SECTION 6:

A copy of this Civil Emergency Order shall be delivered to the Governor of the State of Washington and to the County Executive of King County. To the extent practicable, a copy of this Civil Emergency Order shall be made available to all news media within the City and to the general public. In order to give the widest dissemination of this Civil Emergency Order to the public, as many other available means as may be practical shall be used, including but not limited to posting on public facilities and public address systems. SMC 10.02.100.

SECTION 7:

This Civil Emergency Order shall immediately, or as soon as practical, be filed with the City Clerk for presentation to the City Council for ratification and confirmation, modification or rejection, and if rejected this Civil Emergency Order shall be void. The Council shall consider the statements set forth in SMC 10.02.025 and may, by resolution, modify or reject the order. If the City Council modifies or rejects this Civil Emergency Order, said modification or rejection shall be prospective only, and shall not affect any actions taken prior to the modification or

DATED this 30th day of May 2020, at 4⁵⁹ 

BRUCE A. JOHNSON
MAYOR OF THE CITY OF SEATTLE

Exhibit 6

Seattle

English ▼

[Google Translate Disclaimer](#)

SPD Blotter

Seattle Police Department

[HOME](#)[TOPICS ▼](#)[Home / General](#)[<< Previous](#)[Next >>](#)

East Precinct Demonstration Declared a Riot

by [Public Affairs](#) on June 1, 2020 11:49 pm

The Seattle Police Department declared a demonstration on Capitol Hill a riot Monday evening after a crowd threw rocks, bottles and fireworks at officers and attempted to breach barricades one block from the East Precinct.

Hours before declaring the incident a riot, East Precinct commanders had spoken and knelt with members of the group at a barricade line near the precinct. As the night continued, members of the crowd threw rocks, bottles and fireworks at officers, and attempted to break through a fence line at 11th Avenue and Pine Street.

In response to the increasing number of assaults on officers and the increasing risk to public safety, the Incident Commander declared the incident a riot.

Exhibit 7

Local News
The Seattle Times

Seattle mayor, police chief agree to ban use of tear gas on protesters amid ongoing demonstrations

June 5, 2020 at 1:06 pm | Updated Aug. 12, 2020 at 11:41 am



A protester's eyes are doused after police deployed tear gas and pepper spray in downtown Seattle on May 30. The Seattle Police Department has banned tear gas's use in crowd control while watchdog groups review department policies. (Amanda Snyder / The Seattle Times)

By [Lewis Kamb](#)  and [Daniel Beekman](#) 

Seattle Times staff reporters

Seattle police officers will stop using tear gas on protesters for at least the next 30 days amid ongoing demonstrations over the killing of George Floyd, and until watchdog groups and oversight officials can fully review and recommend changes to the police department's crowd-management practices, the city's police chief and mayor announced Friday.

Chief Carmen Best said the temporary ban only applies to tear gas — not flash-bang grenades, pepper spray and other crowd-control tools and tactics — but added: “everything will be reviewed.”

“It's really important we're looking at every aspect of force and how we're utilizing it,” the chief said. “We'll review everything we're utilizing.”

The ban on tear gas came amid mounting community pressure, thousands of complaints about the department's response to demonstrators and hours after three civilian watchdog groups recommended Friday that police officers discontinue using

gas on protesters until a thorough review of crowd control could be undertaken. That review is to be conducted by the city's civilian-led police accountability groups and federal oversight officials, along with input from public health officials and outside experts, Best and Mayor Jenny Durkan said.

“This review should better emphasize de-escalation tactics and incorporate recommendations from our accountability partners on the use of any crowd control techniques, including the use of tear gas and flash-bangs,” Durkan said.

The tear gas ban is the latest action prompted by ongoing demonstrations in Seattle and across the nation [sparked by the killing of George Floyd](#) on May 25 by Minneapolis police. Criticism about Seattle police response — including officers wearing mourning bands over their badge numbers, as well as their use of flash-bang grenades, pepper spray and tear gas on demonstrators — has intensified this week, even in real time as the protests have unfolded.

Earlier this week, Best ordered the officers to make their badge numbers clearly visible, and City Attorney Pete Holmes — citing [“unprecedented levels of protest”](#) in recent days — formally [withdrew a city request to a federal court](#) that could have cleared the way to lift eight years of federal oversight from the police department.

Durkan's own handpicked civil rights director sent an email to her staff Friday criticizing the police's response while calling on City Hall to reallocate money from law enforcement to other community needs.

In the email, Mariko Lockhart, Durkan's director of the Office of Civil Rights, described the fear of police she experienced firsthand while marching “in protest to grieve and be in the community with others,” and urged the city to “immediately halt” using tear gas, flash-bang devices and rubber bullets during demonstrations.

“I, along with other demonstrators, were met with tear gas and flash grenades thrown into the crowd by our City colleagues at SPD,” Lockhart wrote, in what she described as [“an open letter”](#) first reported by independent journalist Erica C. Barnett. “What I experienced in person and have seen in video footage has been terrifying. I have heard from other city leadership and employees that they fear for their personal safety, not because of other protesters but because of the police.”

Before the mayor and chief announced the tear gas ban Friday, [a joint recommendation](#) issued by the city's Community Police Commission (CPC), the Office of

Police Accountability (OPA) and the Office of Inspector General for Public Safety (OIG), had asked “the Seattle Police Department to cease the use of CS gas in response to First Amendment activity, until such time as any appropriate use can be vetted by oversight entities and incorporated into a written SPD policy.”

“That policy should include sufficient safeguards so that CS gas is only used, if at all, in a manner that keeps faith with the public trust,” according to a memorandum sent to Durkan, Best, Holmes and the City Council.

Best said Friday that her department’s use of tear gas during the latest demonstrations, which began May 30, was the first time Seattle police had used the chemical agent for crowd management since the WTO riots in 1999.

“Other options on that day for crowd control, such as blast balls and OC spray, simply were not proving effective at that time,” she said. “And because of the magnitude of the event, we experienced a near depletion of the supply of those tools. Accordingly, SPD temporarily authorized the use of CS in order to prevent further destruction.”

Last Saturday’s demonstration was by far the biggest and most violent, with several police vehicles set on fire, two AR-15 police rifles temporarily stolen and widespread looting of downtown businesses into the night. Since then, demonstrations have grown more peaceful, particularly during Wednesday and Thursday nights.

Durkan credited Best and her department with making adjustments as the protests have worn on, including by engaging in ongoing discussions with community activists, moving police lines farther back and away from demonstrators, and improving communications with the crowds through the use of loudspeakers and open dialogues. Still, a few isolated incidents have continued, including some objects thrown at police, with two injured Thursday night, Best said.

“We have to meet peace with peace, and last night, in the face of the rocks, bottles, and projectiles your police officers demonstrated restraint and they didn’t use any force,” the chief said.

Earlier this week, Andrew Myerberg, director of the civilian-led OPA that investigates police misconduct complaints, said his office had [received more than 12,000 complaints](#) about the police department’s response to the initial demonstrations and had opened more than a dozen formal investigations. Several City Council members also voiced

concerns during hearings this week and called upon the city's three police watchdog groups to ask for recommendations on police tactics amid the protests.

Councilmember Lisa Herbold, chair of the council's public safety committee, said in a statement Friday she supports the tear gas ban and review.

"My Council colleagues and I were alarmed to hear story after story of protesters, bystanders and residents affected by the police department's use of tear gas during Wednesday's public safety committee meeting," Herbold's statement said. "We heard from constituents who had tear gas projectiles thrown directly at them, and others who were not in the protests, but because they live Downtown or in Capitol Hill, had tear gas seep into their homes."

Durkan said Friday she also sought recommendations early Tuesday from the police oversight groups, after viewing a video from Monday's demonstration that appeared to show a police officer grabbing a protester's umbrella and sparking police's widespread use of flash-bang grenades and gassing that night. The mayor added Friday that the department's current policies for managing demonstrations had been reviewed and approved in 2017, before she was mayor.

Even before these current protests, there had been formal calls for Seattle police to suspend or re-evaluate its use of crowd-control tools and tactics that appeared to go unheeded. The CPC and OPA [each had raised concerns to city and police officials](#) about the use of blast-ball grenades in 2015 and 2016, but Seattle police continued to use them.

The watchdog groups' two-page memo issued Friday noted that tear gas "is not mentioned in the SPD manual," nor was it approved by the federal court overseeing the city's ongoing Consent Decree with the U.S. Department of Justice that requires oversight of the police department's use of force policies and practices.

Several local and national public health officials, including Dr. Jeff Duchin, health officer for Public Health — Seattle & King County, also recently have publicly opposed the use of tear gas and other respiratory irritants due to the potential to increase the spread of COVID-19.

In a news release Friday, CPC co-chairs the Rev. Harriett Walden, the Rev. Aaron Williams and Prachi Dave said their recommendation to cease the use of tear gas came "in addition to" the previous recommendations about demonstration concerns and

blast balls that were never fully addressed. The joint request states that it “was made in response to a wave of community concern about an overly militaristic approach to regulating demonstrations in the wake of the killing of George Floyd.”

“While a number of other concerns have been identified by community, the use of CS gas on largely peaceful demonstrators demands immediate attention,” it said.

The department’s temporary ban on tear gas only applies to general crowd control policing, not to the department’s SWAT team for approved uses during life-saving circumstances during demonstrations and stand-off and hostage situations, Best said.

Seattle Times staff reporter Heidi Groover contributed to this report.

Lewis Kamb: 206-464-2932 or lkamb@seattletimes.com; on Twitter: [@lewiskamb](https://twitter.com/lewiskamb).

Daniel Beekman: 206-464-2164 or dbeekman@seattletimes.com; on Twitter: [@dbeekman](https://twitter.com/dbeekman). *Seattle Times staff reporter Daniel Beekman covers Seattle city government and local politics.*

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Exhibit 8

LATEST
NEWSCAST:
MONDAY,
JUL 26

PRINT SCHEDULE
 05:00 PM PT



Seattle police officers deploy chemical agents, pepper spray and flash-bang grenades on protesters at the intersection of 11th Avenue and East Pine Street on the 10th day of protests in Seattle following the murder of George Floyd, shortly after midnight in the early morning hours of Monday, June 8, 2020, in Seattle.

CREDIT: KUOW PHOTO/MEGAN FARMER

'They've given us the precinct.' Seattle Police backs away, and protesters take back Pine

JUN 08, 2020 at 10:20 PM

BY



Esmey Jimenez &



Isolde Raftery



The Seattle Police Department announced Monday afternoon that the barricade near the East Precinct -- where officers have used pepper spray, tear gas and flash bang grenades on demonstrators for eight days -- would be removed.

During a press briefing, Police Chief Carmen Best said Seattle Police would try something new.

"We're not going to evacuate or abandon the East Precinct," she said. "We will be hardening the East Precinct facility by boarding up the exterior windows, and applying fire retardant to the building

SCHEDULE



be smart, and we have to work together. And we have to remain peaceful, and we have to remain strong. This is the message that we are trying to deliver.

“That if they give us the precinct, we’re not going to try to destroy it. We’re not going to do what they want us to do.

“We’re not going to do what they want us to do. We’re going to take care of it, because this is our street.”

Update: Councilmember Kshama Sawant announced a public meeting to discuss strategy 6 p.m. on Tuesday at Cal Anderson Park.

The change comes after more than 12,000 complaints about the police response to the mostly peaceful demonstrations. Seattle Police has said officers have had to use pepper spray, tear gas and flash bangs because demonstrators had hurled bottles, rocks and used incendiary devices against police.

City council members on Monday said it was unclear how many of these had actually been used, citing evidence of one candle thrown.

Many people are also calling for defunding the department.

Later in the afternoon, Omari Salisbury depicted the scene on his livestream. He described it as a “view we haven’t seen for eight days.”

Salisbury, a journalist, said that earlier in the day, Seattle Police were building a fence across Pine Street. A few hours later, they stopped working on the fence and began moving out of the East Precinct.

“We saw moving trucks in and out,” Salisbury said on his stream. “Officers moving bags. I know that the city is calling it a reduction in footprint. It’s impossible for me to say there’s nobody in this building, but I don’t think that there’s anybody home.”

SCHEDULE

 **LATEST**
NEWSCAST:
MONDAY,
JUL 26

[PRINT SCHEDULE](#)
05:00 PM PT

3 MINS

Salisbury continued: “Pine Street, for the first time in eight days, is open.”

But lest anyone feel that the city would sleep easy tonight, Salisbury said that many people were wearing bulletproof vests because of credible threats made from white supremacists.

The threats felt much more real after the shooting on Sunday, when 31-year-old Nikolas Fernandez sped his car into the crowd and shot a man, 27-year-old Daniel Gregory. Gregory was in satisfactory condition at Harborview.

As the police left, the protesters claimed the area and barricaded it themselves.

“We are seeing quite a few bullet proof vests out here,” Salisbury said on his stream. “A lot of protesters out here before, not armed, who are now armed. It’s a different situation.”

And then he signed off to get a bulletproof vest for himself.

Around 10 p.m., two other livestreams showed protesters wearing body armor. One protester called for people with guns and know-how to go to the barricades, in case there was a threat from white supremacists known as Proud Boys.



Exhibit 9

Mayor Durkan Launches Offensive Against Sawant and CHOP After Protest Outside Her Home

By Doug Trumm - July 1, 2020



CLOSE

Kshama Sawant at the podium. (Courtesy of Sawant campaign)

This morning, as police swept the [Capitol Hill Organized Protest \(CHOP\)](#) of tents, barricades, protesters, and [journalists](#), it became clear Mayor Jenny Durkan was on the offensive. The previous day Mayor Durkan [called on](#) the Seattle City Council to investigate Councilmember Kshama Sawant citing a [litany of complaints](#) and suggesting punishment or expulsion may be in order.

Among them, Mayor Durkan blamed Councilmember Sawant for organizing the march to her house and disclosing her address—a multi-million-dollar home in a Windermere community with a private gated park—which she had tried to keep secret citing death

threats she received from her prosecutorial career as United States Attorney for Western Washington. However, it was the Seattle Chapter of the Democratic Socialists of America (Seattle DSA) that organized the march, not Sawant or her Socialist Alternative party. Moreover, the Mayor presented no evidence that Sawant leaked her home address—as opposed to Seattle DSA organizers figuring it out independently, as they claim.

More broadly, Durkan accused Sawant of using her office “in violation of the law” in a fashion that “recklessly undermines the safety of others, all for political theater.”

The complaint is unlikely to go anywhere, particularly since Council President M. Lorena González [issued a response](#) Wednesday brushing away the call to investigate and punish her colleague and encouraging the Mayor to focus on real issues facing Seattle. However, the Mayor’s gambit may shift the media narrative—especially in conservative and moderate outlets—and it offers a channel for political retribution against the councilmember who has harangued the Mayor and called for her to resign or face council impeachment and removal.

“In reality, this is an attack on working people’s movements, and everything we are fighting for, by a corporate politician desperately looking to distract from her failures of leadership and politically bankrupt administration,” Sawant said in a [statement](#). “Our movement will respond accordingly: we will fight with even greater unity and determination.”

[CLOSE](#)

While the Mayor may be using these bellicose actions to project strength, they’re also the actions of somebody cornered and growing desperate. A [petition](#) urging Mayor Durkan to resign has surpassed 16,000 signatures and another [Change.org petition](#) on recalling Durkan has over 31,000 signatures.

The Mayor has proposed [deep cuts to the Seattle Department of Transportation](#) (SDOT) and other vital departments while proposing only a tiny 5% cut to SPD’s bloated \$407 million budget—which encompasses nearly 30% of Seattle’s general fund. Advocates under the banner of [Decriminalize Seattle](#) insist on a police budget cut ten times as large and have repeatedly reemphasized this central demand throughout five weeks of [protests](#). Instead of engaging, the Mayor has sought to quibble over [mourning badge traditions](#) and the [appropriate use of tear gas](#).

Meanwhile, four councilmembers—Sawant, Tammy Morales, Teresa Mosqueda, and Council President González—have come out in favor of [defunding](#) the Seattle Police Department’s (SPD) budget by 50% and reallocating the funds toward community-led health and safety programs. Councilmembers Lisa Herbold and Andrew Lewis also [appear supportive](#) of a large SPD cut, though they haven’t tied themselves to a specific number.

The Mayor has also resisted new progressive revenue sources such as a payroll expense tax even as Budget Chair Mosqueda’s [JumpStart Seattle Proposal](#) has racked up five sponsors in all, with Councilmembers Sawant and Morales yet to sign on as they push their [larger “Tax Amazon” proposal](#). Either of them joining (as they’re likely

to do if their own proposal stalls) would ensure a veto-proof majority. These proposals would alleviate suffering from Covid-19 and the ensuing economic nosedive, and they would right the City's fiscal trajectory as sales tax revenue dries up. Instead of taxing the wealthiest companies, the Mayor focused on austerity cuts and dragging Councilmember Sawant through the mud.

Or as Sawant put it in a statement: "This Mayor has no standing whatsoever to now disingenuously call for 'the urgent need for government to work together.'"

CLOSE

Mayor Durkan joked during a press conference that Police Chief Best and her contemplated a "Thelma and Louise moment." Thelma & Louise (1991) starred Geena Davis and Susan Sarandon and [Spoiler alert] culminated in the duo driving their convertible off a cliff chased by cops. (Credit: Roland Neveu)

Joining the offensive against advancing progressive causes, the Seattle Metropolitan Chamber of Commerce and Downtown Seattle Association issued a letter condemning all business tax proposals. The business groups had **long opposed** Sawant and Morales' \$500 million-per-year Tax Amazon, but had been more reticent about the smaller JumpStart Seattle, with its wider coalition behind it. Now they're throwing down the gauntlet, and joining the Durkan-led reactionary backlash.

It is surreal watching the Mayor's police department clearing the CHOP at the same time as the Seattle City Council's Budget Committee listens to public testimony focused on defunding the police and passing a payroll expense tax to fund social services and affordable housing. Budget Chair Mosqueda has said a vote on JumpStart Seattle is possible today if consensus is reached—they do have a **great deal of amendments** to consider.

Perhaps the Durkan administration thought the crackdown on protesters would go unnoticed on such a busy news day. Or maybe they wanted to present a different

narrative of action as council takes action on progressive revenue, affordable housing, and Covid relief. Granted sweeping a protest is akin to [sweeping homeless encampments](#); it relocates the problem without addressing root causes, dispensing humiliation and violence in the process. However, it at least appears to be doing something. Plus, it rallies her base, which it's becoming increasingly clear isn't progressive as her actions become more baldly pro-business, pro-cop, and conservative.

"Over the past several months, I have heard from many of my constituents and it is clear to me that the people of Seattle want us to focus on addressing the concurrent crises facing thousands of families and small businesses in Seattle," Council President González said in her statement. "There is an ongoing pandemic, a worsening economic and job loss crisis, and a civil rights movement demanding we divest from racist, anti-Black systems and redirect those investments towards housing, education, and wealth-building opportunities for Black and Brown community members. These are the issues that demand our attention."

"These critical and concurrent challenges are unprecedented and require us to set aside our personal and political grievances and work together. The public airing of issues amongst and between independently elected officials will not advance solutions on the deepening needs of our constituents," González continued. "I remain focused on finding solutions and would welcome a letter from Mayor Durkan detailing her vision on how we can work together on enacting concrete solutions that meaningfully address these crises."

[CLOSE](#)

Mayor Durkan [tweeted](#) on Sunday that she was "doing the work." Today it's clear that work is obfuscation, delay, and deflection. That's too bad when there's so much real work to do.

This article has been updated with Councilmember Sawant's statement and later with the Council President's comments.

We hope you loved this article. If so, [please consider subscribing or donating](#). The Urbanist is a 501(c)(4) nonprofit that depends on donations from readers like you.

Doug Trumm



Doug Trumm is The Urbanist's Executive Director. An Urbanist writer since 2015, he dreams of pedestrianizing streets, blanketing the city in bus lanes, and unleashing a mass timber building spree to end the affordable housing shortage and avert our coming climate catastrophe. He graduated from the Evans School of Public Policy and Governance at the University of Washington. He lives in East Fremont and loves to explore the city on his bike.

Exhibit 10

PROTESTS

Protesters march to Seattle Mayor Durkan's house as 'CHOP' scene continues

Seattle City Councilmember Kshama Sawant joined a large group of protesters outside the CHOP zone who marched to Durkan's house on Sunday afternoon.

Protesters march to Seattle Mayor Durkan's house as 'CH...

Author: KING 5 Staff

Published: 10:59 PM PDT June 28, 2020

Updated: 11:43 PM PDT June 28, 2020



Seattle officials said barriers around the "Capitol Hill Organized Protest" zone (CHOP) would be dismantled on Sunday morning, but the scene remains intact as of Sunday night.

Durkan said last week that police will [begin returning to the East Precinct](#) in the CHOP, although a timeline wasn't provided.

Seattle City Councilmember Kshama Sawant joined a large group of protesters outside the CHOP zone who marched to Durkan's house on Sunday afternoon.

One of the demonstrators said, "We came down to Jenny Durkan's mansion to bring the demands of the movement and of the families who have been impacted by police violence to her doorstep as she seems to not be able to hear our demands any other way."

The mayor's office shared the following statement Sunday night:

"Seattle has a long tradition of peaceful protest and advocacy for progressive change, and Mayor Durkan strongly supports those rights. Mayor Durkan will continue to listen to leaders in Seattle's Black community. She is working hard to translate the calls for change into real, tangible systemic changes to policing and all the other systems needed for strong and healthy communities. She has prioritized these as Mayor, with investments in housing, education, youth opportunity, and economic equity. She proposes investing an additional \$100 million into the Black community.

Mayor Durkan and her family are in the state program to keep their address confidential because of the death threats mostly related to her work as Seattle's U.S. Attorney under President Obama. Instead of working to make true change, Councilmember Sawant continues to choose political stunts. Tonight she did so without regard for the safety of the Mayor and her family. The Mayor was not even home - she was working at City Hall. Seattle can and should peacefully demonstrate but should not put families and children at risk."

RELATED: [Barriers in Seattle's 'CHOP' zone remain after city talked of dismantling it Sunday](#)

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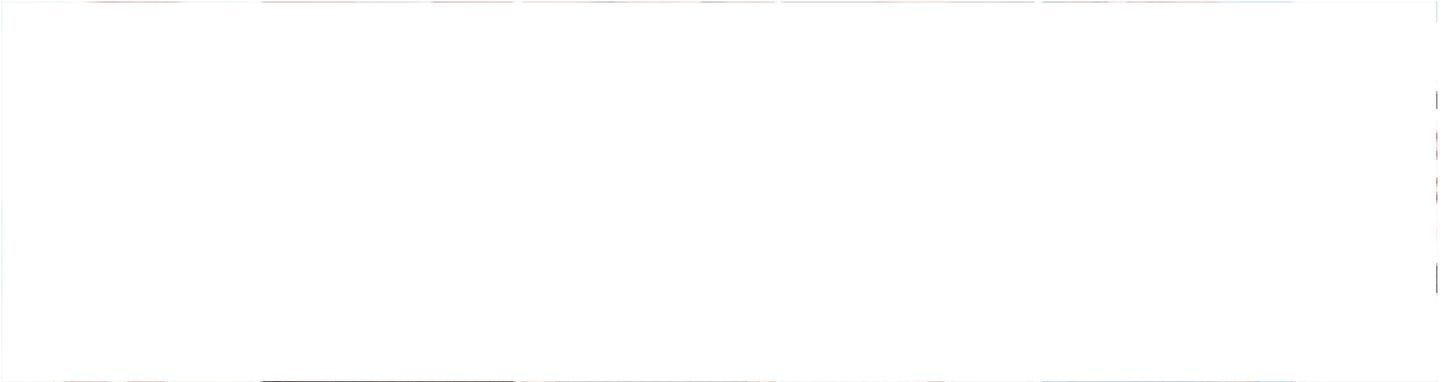
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New Washington law expands statewide police oversight a...



Updated: 8:44 AM PDT July 28, 2021

BURIEN, Wash. — New police reform laws are taking shape this week that lawmakers hope will improve policing in Washington and reduce the use of deadly force.

Among the dozen bills Governor Jay Inslee signed into law in May is [Senate Bill 5051](#).

A law that requires statewide oversight of police by the Criminal Justice Training Commission (CJTC) which will now have expanded authority.



The commission is already in charge of officer training, certification and revoking certification when necessary.

Under the new law, the commission is going from 16 to 21 members, increasing the number of non-law enforcement voices and decreasing the number of law enforcement.

"I have had several conversations with members of the community. Their voices will now be heard. But we still need law enforcement at the table to speak up when they think something is going sideways," said Monica Alexander, CJTC executive director.

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Alexander said another big change under the new laws is the commission will now be able to review an officer's case before that officer is terminated.

Some police officials say the new oversight laws are making officers nervous that mistakes could get them decertified or even arrested.

"The last thing we want is to lose officers who are trying to do good work in the way we used to be able to do it and not understanding the difference between what's being required today," said Sergeant Darren Moss with the Pierce County Sheriff's Department speaking about [some of the confusing language](#).

Alexander said she understands that change is scary, but she also said that while there is a need for transparency, the goal is to work with law enforcement, not to punish them.

"They think that the smallest thing is going to get their certification taken away, and people love their careers, they love their profession. I get that. This is not me sitting here with a book saying, 'Yup, revoked!' It's not that - it's a process," said Alexander, who clarified that officers can still go to court and appeal termination.

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Also under the new law, broader background checks are required for new officers, and the commission will now maintain a publicly searchable database of officer complaints and their conduct.



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"I feel, and I still feel, lawmakers are trying to remind us we are accountable to the people. And we need to be transparent in order to be accountable," said Alexander.

Police reform bill 1310 breakdown



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SUPREME COURT, STATE OF WASHINGTON
APRIL 1, 2021

Conzalez, C.J.
CHIEF JUSTICE

THIS OPINION WAS FILED
FOR RECORD AT 8 A.M. ON
APRIL 1, 2021

Susan L. Carlson
SUSAN L. CARLSON
SUPREME COURT CLERK

IN THE SUPREME COURT OF THE STATE OF WASHINGTON

In the Matter of the Recall of)	No. 99089-1
)	
KSHAMA SAWANT, City of Seattle)	
Councilmember,)	En Banc
)	
Appellant.)	Filed: <u>April 1, 2021</u>
_____)	

MADSEN, J.—Kshama Sawant has served on the Seattle City Council since 2013. Ernest H. Lou, among others, have filed recall charges alleging that Councilmember Sawant delegated city employment decisions to a political organization outside city government (delegation charge), Councilmember Sawant used city resources to promote a ballot initiative and failed to comply with public disclosure requirements (ballot initiative charge), Councilmember Sawant disregarded state orders related to COVID-19 (coronavirus disease 2019) and endangered the safety of city workers and other individuals by admitting hundreds of people into Seattle City Hall while it was closed to the public (city hall charge), and Councilmember Sawant led a protest march to Mayor Jenny Durkan’s private residence, the location of which Councilmember Sawant knew

was protected under state confidentiality laws (protest charge).¹ The trial court found these charges factually and legally sufficient for recall. For the reasons discussed below, we affirm the trial court in part and reverse in part. Additionally, Councilmember Sawant challenges the ballot synopsis, which we decline to address because RCW 29A.56.140 provides that “[a]ny decision regarding the ballot synopsis by the superior court is final.”

ANALYSIS

All elected public officials in Washington State, except for judges, are subject to recall for malfeasance, misfeasance, or violation of their oath of office. WASH. CONST. art. I, §§ 33-34; RCW 29A.56.110. RCW 29A.56.110 defines malfeasance, misfeasance, and violation of the oath of office:

(1) “Misfeasance” or “malfeasance” in office means any wrongful conduct that affects, interrupts, or interferes with the performance of official duty;

(a) Additionally, “misfeasance” in office means the performance of a duty in an improper manner; and

(b) Additionally, “malfeasance” in office means the commission of an unlawful act.

(2) “Violation of the oath of office” means the neglect or knowing failure by an elective public officer to perform faithfully a duty imposed by law.

“An elected official can be recalled only for cause, meaning the [recall] petition must be factually and legally sufficient.” *In re Recall of Inslee*, 194 Wn.2d 563, 567, 451 P.3d 305 (2019) (citing *Chandler v. Otto*, 103 Wn.2d 268, 274, 693 P.2d 71 (1984)).

¹ The petitioners conceded that two of the charges were legally insufficient. The superior court, agreeing with the petitioners, dismissed these two charges. 1 Clerk’s Papers at 197-98.

The reviewing court’s role in a recall petition is limited. The court does not evaluate the truthfulness of the charges; rather, it verifies that the charges are factually and legally sufficient on the face of the petition before the charges reach the electorate. *In re Recall of Boldt*, 187 Wn.2d 542, 548, 386 P.3d 1104 (2017); *see also In re Recall of Zufelt*, 112 Wn.2d 906, 914, 774 P.2d 1223 (1989). The court’s inquiry is designed “to ensure that the recall process is not used to harass public officials by subjecting them to frivolous or unsubstantiated charges.” *In re Recall of West*, 155 Wn.2d 659, 662, 121 P.3d 1190 (2005). It is up to the voters to determine whether the charges are true and, if so, whether they in fact justify recalling the official. *In re Recall of Jenny Durkan*, 196 Wn.2d 652, 663, 476 P.3d 1042 (2020); *Boldt*, 187 Wn.2d at 549.

A reviewing court “must accept the allegations as true and determine whether the charges on their face support the conclusion that the officer abused his or her position.” *Inslee*, 194 Wn.2d at 568. The superior court makes the initial sufficiency determination, which is subject to review by this court. RCW 29A.56.140. This court evaluates the sufficiency of a recall petition de novo. *Teaford v. Howard*, 104 Wn.2d 580, 590, 707 P.2d 1327 (1985).

A charge is factually sufficient when the facts establish a prima facie case of the elected official’s misfeasance, malfeasance, or violation of oath of office; are stated in concise language; and provide a detailed description to enable the electorate and the challenged official to make informed decisions. *Inslee*, 194 Wn.2d at 567-68.

Additionally, for a recall charge to be legally sufficient “it [has to] define[] ‘substantial

conduct clearly amounting to misfeasance, malfeasance or a violation of the oath of office' and there is no legal justification for the challenged conduct." *Id.* at 568 (quoting *In re Recall of Wasson*, 149 Wn.2d 787, 791-92, 72 P.3d 170 (2003)). If a legal justification exists for the challenged action, the charge is not sufficient. *In re Recall of Wade*, 115 Wn.2d 544, 549, 799 P.2d 1179 (1990).

Taken as a whole, a recall petition "must be specific enough to give the elected official meaningful notice of the particular conduct challenged and why it is grounds for recall." *Inslee*, 194 Wn.2d at 567 (internal quotation marks omitted) (quoting *In re Recall of Pepper*, 189 Wn.2d 546, 553, 403 P.3d 839 (2017)). It is this court's responsibility to confirm the individuals presenting the charges have "some knowledge of the facts underlying the charges." *Boldt*, 187 Wn.2d at 548 (quoting *Wasson*, 149 Wn.2d at 791). The recall petitioners bear the burden of identifying the "standard, law, or rule that would make the officer's conduct wrongful, improper, or unlawful." *Inslee*, 194 Wn.2d at 568 (internal quotation marks omitted) (quoting *Pepper*, 189 Wn.2d at 555). When a charge contends that the elected official disregarded the law, the facts must show the official had the intent to do so. *Id.*

Delegation of City Employment Decisions to a Political Organization

Petitioners allege that Councilmember Sawant "[d]elegated city employment decisions to a political organization [(Socialist Alternative Party)] outside city government." 1 Clerk's Papers (CP) at 2. The statement of charges allege,

In Councilmember Sawant's case, the media has uncovered documents suggesting that she may have effectively delegated decisions regarding the

hiring and termination of City of Seattle employees to an outside political organization. According to documents, the National Executive Committee, and the Seattle Executive Committee [(SEC)] of the Socialist Alternative Party had authority over staffing decisions for her City of Seattle Council Office. At least one employee was allegedly fired as a result of a decision of the Executive Committee of this political organization, and that employee protested that the firing was the result of retaliation. Councilmember Sawant willfully and intentionally violated her duties under Seattle Charter Art. IV, Title 4, Sections 2 and 4 and the Seattle Municipal Code Ch. 4.16 (Code of Ethics).

3 CP at 248. The trial court found this charge factually and legally sufficient.

A. Factual Sufficiency

Prior to this recall petition being filed, members of the public brought similar charges against Councilmember Sawant to the Seattle Ethics and Elections Commission (SEEC). The SEEC interviewed Councilmember Sawant. “[S]he told [the committee] that the SEC does not take votes on matters coming before the City Council.” 1 CP at 47. Councilmember Sawant acknowledged, while “she consults with the SEC, . . . she could not recall a single instance where she had taken an official action as a City Councilmember with which she disagreed because the SEC had directed her to do so.” *Id.* She describes informing the SEC of her “decision to dismiss the staff members . . . [and] that she thought [it was proper to fire this staff member].” *Id.* She states that she “ultimately persuaded the SEC to side with her opinion.” *Id.* The SEEC dismissed the charges because it concluded that “elected officials are free to structure their decision-making processes as they wish.” *Id.*

Similar to the charges brought to the SEEC, the petitioners here accuse Councilmember Sawant of delegating her hiring and firing decisions to the Socialist Alternative.

In a series of letters and internal documents exchanged between Councilmember Sawant and the Socialist Alternative, Councilmember Sawant discussed the strides she made to be accountable to her political party.

In a letter titled “Concerns Regarding Worsening Situation in the Seattle Leadership,” dated October 28, 2017, to the SEC of the Socialist Alternative, Councilmember Sawant responded to Socialist Alternative members accusing her of a lack of accountability to the party. She refuted the idea that her office had failed to communicate or to be accountable to the Socialist Alternative party’s SEC membership. In acknowledging the importance of communication between her and her party, she stated, “[She takes] great pains to include and consult the full SEC” and errs “on the side of taking political questions to the SEC.” 1 CP at 143. However, she also stated in this letter that she “cannot always inform the SEC of every detail or involve comrades on every question.” *Id.*

In response to the above letter, another member acknowledged “it is the purview of the EC [(Executive Committee)] and NC [(National Committee)] comrades leading the Council work (Kshama and Adam) to make decisions about staffing [Sawant’s City Council] office, and that they need to be free to create a team they have the utmost

confidence in to work within the extremely high-pressure, fast-paced, politically complicated environment of City Hall.” *Id.* at 157.

Following this letter, in December 2017, the National Socialist Alternative Party adopted a resolution by the International Executive Committee. The resolution settled that “[Kshama Sawant (KS) was not] . . . unaccountable [to the party] or ha[d] conducted her work in an unaccountable manner.” *Id.* at 146. It further noted that “the running and staffing of KS’s office in Seattle [will] be agreed by the national EC of the organisation in consultation with KS.” *Id.* at 146-47.

Soon after this resolution, Councilmember Sawant fired a staff member in her office. Around January 2018, another internal struggle ensued over the firing of this staff member. Some members felt the firing of the staff member needed to be voted on prior to the decision being carried out, and they vocalized their displeasure in a letter to the Executive Committee. Two Executive Committee Socialist Alternative members wrote a response to this allegation, saying that in their—and most of the Executive Committee’s—view the Executive Committee does not need to have a full discussion regarding where the full-time staff could be placed prior to letting them go. These Executive Committee members note that another member of Councilmember Sawant’s staff also wrote a letter to the Executive Committee explaining Councilmember Sawant’s reasoning for firing the employee. However, the members went on to say that it was the Executive Committee, not the staff member, who made the decision to terminate the staff member at issue in Councilmember Sawant’s office.

The trial judge found this charge factually and legally sufficient, reasoning that the SEEC decision supplements the fact that Councilmember Sawant “had to persuade the SEC to concur with her decision to fire an employee, not simply ask advice.” 2 CP at 202. The judge concluded that regardless of whether Councilmember Sawant is a member of the Socialist Alternative, she delegated her decision-making authority to the Socialist Alternative party. The judge did not find the SEEC opinion, dismissing similar charges, persuasive. The trial court, citing to Seattle Municipal Code (SMC) 4.16.020 and 4.16.070(3), found that a reasonable person could conclude that Councilmember Sawant’s judgment was impaired by a personal or business relationship.

This charge, on its face, is factually sufficient to support the inference that Councilmember Sawant delegated personal or council chambers hiring/firing determinations to the Socialist Alternative. The National Socialist Alternative Committee’s resolution lends itself to this determination, writing the International Executive Committee agreed that the running and staffing of Councilmember Sawant’s office would be conducted with the National Executive committee in consultation with her. We find the charge is factually sufficient.

B. Legal Sufficiency

Article IV of the Seattle City Charter sets out the powers and duties of a councilmember. SEATTLE CITY CHARTER art. IV, §§ 2, 4. An elected official’s conduct violates the Seattle Ethics Code when they “[p]erform any official duties [that could] appear to a reasonable person, having knowledge of the relevant circumstances, that the

covered individual's judgment is impaired because of . . . a personal or business relationship." SMC 4.16.070(A)(3). This provision applies to "any City officer [or employee]." SMC 4.16.030.

The petitioners contend Councilmember Sawant's decision-making violated the Seattle Ethics Code, SMC 4.16.070(A)(3), through delegating her decision-making authority in her official capacity, which "'impaired [her judgment] because of . . . a personal or business relationship.'" Resp'ts' Answering Br. at 10, 11-12 (second alteration in original) (quoting SMC 4.16.070(A)(3)). The petitioners maintain that Councilmember Sawant's delegation of discretionary employment decisions to the Socialist Alternative amounted to "'misfeasance, malfeasance, and violation of [her] oath of office under the cited Seattle Municipal Code of Ethics.'" *Id.* at 9.

Councilmember Sawant argues that the ethics code does not prohibit her from consulting with outside advisors regarding the operations of her city council office. She argues that SMC 4.16.070(A)(3) exists to prevent personal or business relationships that create the appearance of corruption in an elected official's official duties. She also notes that the SEEC found that she did not abuse her elected position by allowing the Socialist Alternative to advise her.

Albeit in a different circumstance, *Osborn v. Grant County*, 130 Wn.2d 615, 926 P.2d 911 (1996), provides a helpful discussion of why elected officials' internal office decisions regarding hiring and firing of employees are theirs alone to make. In that case, the elected Grant County clerk, Dedra Osborn, hired Shirley Keenan as a temporary

employee in the clerk's office for 10 days. *Id.* at 618. Keenan, prior to working at the clerk's office, worked for the district court. *Id.* However, the district court placed Keenan on a disciplinary 10-day suspension. *Id.* When the Grant County Board of Commissioners learned Keenan was working for Osborn, the board sent a letter to Osborn expressing its displeasure with Osborn's hiring decision and its intent to not pay Keenan's wages for any hours accrued after Osborn received the letter. *Id.*

Keenan worked the full 10-day period and was paid for only 12 hours of work. *Id.* Osborn made a request for a pay voucher to the county auditor for Keenan's remaining wages. *Id.* The auditor responded to Osborn's letter, stating the auditor would not pay those wages because the board did not approve Osborn's voucher request. *Id.* at 619.

Osborn successfully brought a declaratory judgment action against the board, asserting her right to hire "whomever she wanted as a temporary clerk." *Id.* The superior court held that the board did not have the authority to impede Osborn's hiring decisions and "enjoined the Board from engaging in such future conduct." *Id.* On appeal, the board, citing RCW 36.16.070, asserted its jurisdiction over Osborn's hiring decision. *Id.* at 621. At the time *Osborn* was decided, RCW 36.16.070 stated, in part, "[a] deputy may perform any act which his principal is authorized to perform. The officer appointing a deputy or other employee shall be responsible for the acts of his appointees upon his official bond and may revoke each appointment at pleasure." *Id.* (quoting former RCW 36.16.070 (1969)). The court reasoned that that section of RCW 36.16.070 gives a county officer the authority to hire or fire an employee at their will and does not give a

board a role in hiring decisions. *Id.* at 622. Similarly, SMC 4.16.030 does not purport to limit the authority of a council member to make internal hiring decisions or to consult with others when making such a decision.

Additionally, there is a distinction to be drawn between political parties and business interests. Politicians can and do consult with their political parties through caucusing (meeting with a group of members of a political party). *Washington Legislature 101*, LEAGUE OF EDUC. VOTERS, <https://educationvoters.org/resources/washington-legislature-101/> [<https://perma.cc/8FDT-W7P2>]. Typically, legislators will hold caucus meetings between votes on the legislative floor with their party colleagues in the legislative body. *Id.* During these meetings, members will discuss a variety of matters such as the merits of a bill, strategy, and intended votes. *Id.* Legislators can consult their political parties in their decision-making process; however, they are prohibited from using their positions to engage in business that they might reasonably expect would require them through their official position to disclose confidential information. RCW 42.23.070(3). Absent more, an elected official who consults a political organization regarding an internal chambers hiring does not run afoul of SMC 4.16.070(A)(3).

Just as *Osborn* notes, Councilmember Sawant, as a city of Seattle officer, has the right to structure her internal decision-making process as she wishes. As politicians consult with their political parties to advise them on their internal decision-making

processes, Councilmember Sawant was free to consult with the Socialist Alternative and structure her internal office decisions as she saw fit.

Because her decision to fire her staff members, and persuading the Executive Committee to agree with her decision, was related to the internal decision-making processes in her office, we conclude that this charge is not legally sufficient.

Use of City Resources To Support a Ballot Initiative and Failure To Comply with Public Disclosure Requirements Related to Such Support

Petitioners allege that Councilmember Sawant “[u]sed city resources to support a ballot initiative and failed to comply with public disclosure requirements related [to] such support.” 1 CP at 2. The statement of charges state,

Councilmember Sawant has used her official office equipment to promote and raise money for a ballot initiative (or other electioneering), and for failing to comply with public disclosure of all funds raised and spent in those activities[,] including a website registered to her husband and promoted by Councilmember Sawant. The Seattle Election and Ethics Commission (SEEC) and possibly the Public Disclosure Commission (PDC) continue to investigate these violations. This is important for public confidence and because it could also impact the Council’s work on proposed related revenue ordinances pending before the Council, as one is explicitly tied to the proposed ballot initiative. The City of Seattle citizens have the right to know that public resources of the Council are not being used in violation of campaign and ethics laws. Councilmember Sawant willfully and intentionally violated her duties under law including RCW 42.17A.55[5] and RCW 42.17A.635, which prohibit the use of public office or agency facilities in campaigns for the promotion of or opposition to any ballot proposition; SMC 2.04.300, which bars the use of City facilities to promote or oppose candidates and ballot measures; and SMC 4.16.070.B.2, which bars the use of City resources for other than City purpose.

3 CP at 249. The trial court found this charge factually and legally sufficient.

A. Factual Sufficiency

By her own admission, Councilmember Sawant spearheaded the “Tax Amazon” campaign. She held two tax conferences, in January and February 2020, to discuss the ballot initiative. On January 25, 2020, her office promoted the “Tax Amazon Action Conference” on Facebook. She stated their “‘immediate task [was] to file a grassroots ballot initiative this [February 2020] so that [they could] begin collecting signatures.’” 1 CP at 161-62. The purpose of the first tax conference was to “come together as a movement to discuss different proposals for an Amazon Tax, including how much it should raise annually, what it should fund and what tax mechanism [they would] use, . . . [and] to organize the grassroots strategy needed to win.” *Id.* at 164.

A committee was formed after the first tax conference, with Councilmember Sawant listed as the committee cochair. The committee was to form an umbrella 501(c)4, where joint activities could be funded and reported to the attendees of the conference. It also planned to file a version of the ballot language in advance of the second tax conference, subject to approval of conference attendees. The committee acknowledged the need to collect signatures to get on the November 2020 ballot, but it “cannot afford to wait before filing the initiative and beginning to gather signatures.” *Id.* at 165-66.

The second tax conference was held on February 9, 2020. Councilmember Sawant promoted this event through her office, including with posters that displayed her City of Seattle seal. The initiative, titled “Initiative Measure No. 130 relating to Tax on

Corporate Payroll for Affordable Green Housing,” was filed on March 19, 2020. *Id.* at 69.

On February 10, 2020, the SEEC sent Councilmember Sawant a statement of charges it had received. The charges alleged that the SEEC had “reasonable cause to believe that Councilmember Kshama Sawant ha[d] committed material violations of the Seattle Ethics and Elections Codes,” SMC 2.04.300 and SMC 4.16.070(B)(2). *Id.* at 161.

Both the SEEC and the PDC have had open enforcement cases related to Councilmember Sawant and the Tax Amazon campaign. The SEEC has not scheduled a hearing regarding these charges but plans to do so after the COVID-19 restrictions are lifted. Marc Stiles, *González Punts on Mayor’s Request To Investigate Sawant*, PUGET SOUND BUS. J. (July 7, 2020, updated 4:09 PM), <https://www.bizjournals.com/seattle/news/2020/07/07/gonzalez-punts-mayor-request.html> [<https://perma.cc/UMV4-2Q5P>]. And, the PDC has deferred enforcement of this charge. *Councilmember Sawant, Kshama (3): Alleged Violations of RCW 42.17A.555 for Misuse of Pub. Facilities To Supp. Election Campaigns, or RCW 42.17A.635 for Indirectly Lobbying the Legis.*, PUB. DISCLOSURE COMM’N, <https://www.pdc.wa.gov/browse/cases/65026> [<https://perma.cc/67HY-7HNA>]. The trial court judge found this charge factually and legally sufficient. 2 CP at 205, 208.

Petitioners alleged and provided evidence that Councilmember Sawant, using her staff and office, spent \$2,000 in office funds and promoted the ballot initiative by advertising meetings, providing food, and purchasing posters and wood pickets.

Councilmember Sawant asserts this charge is factually insufficient because the petitioners have not alleged facts suggesting she had reason to know that an unfiled ballot initiative could trigger RCW 42.17A.555 or SMC 2.04.300. Councilmember Sawant also argues that the allegation she violated SMC 2.04.165 was not adequately pleaded in the petition for recall.

The petitioners contend Councilmember Sawant's argument that she did not intend to violate the law fails because she has stated that she "'spearhead[ed]' the Tax Amazon campaign, hosted a conference to file a 'grassroots ballot initiative,' and served as a member of the initiative coordinating committee for the initiative." Resp'ts' Answering Br. at 19 (alteration in original). The petitioners assert that the financial affairs statement Councilmember Sawant signed, failing to disclose her involvement with the Tax Amazon movement, violates SMC 2.04.165.

An elected official's ignorance of the law is not enough to circumvent an elected official's legal responsibilities under SMC 2.04.165. Seattle elected officials are required to file a statement of financial affairs. SMC 2.04.165. These officials are required to disclose their and their immediate family's financial affairs, which include "any legislation . . . [that] has been prepared, promoted, or opposed for . . . [payment]." SMC 2.04.165(B)(1)(e). In this statement, elected officials are required to acknowledge they have read and are familiar with SMC 2.04.300 regarding the use of public facilities in campaigns.

Elected officials can use public funds for proper purposes, which includes providing or communicating information related to their official work. RCW 42.17A.635(3). However, neither an elected official nor their employees may authorize the use of or use any facilities (or funds) of a public office, in a direct or indirect manner, for the purpose of aiding, promoting, or opposing a ballot proposition. RCW 42.17A.555, .635(3).

Councilmember Sawant argues that her actions do not violate RCW 42.17A.555 because she used funds within her official capacity to communicate and promote information to her constituents about the Tax Amazon conference. Councilmember Sawant is correct that as a politician, she is free to sponsor events using her office and to provide food to constituents. But, by providing picket signs and phone banking for the initiative, her conduct crossed into the territory of promoting a ballot proposition because these are explicit actions taken in support of the ballot proposition. This charge is factually sufficient.

B. Legal Sufficiency

A “ballot proposition” is defined as a “measure, question, initiative, referendum, recall, or Charter amendment submitted to, or proposed for submission to, the voters of the City [of Seattle].” SMC 2.04.010. The Fair Campaign Practices Act, ch. 42.17A RCW, has a more expansive definition of “ballot proposition,” which includes

any initiative, recall, or referendum proposition proposed to be submitted to the voters of the state or any municipal corporation, political subdivision, or other voting constituency from and after the time when the proposition has

been initially filed with the appropriate election officer of that constituency before its circulation for signatures.

RCW 42.17A.005(4).

A nonrestrictive list of examples of “public office facilities” include “use of stationery, postage, machines, and equipment, use of state employees of the agency during working hours, vehicles, office space, publications of the agency, and clientele lists of persons served by the agency.” RCW 42.52.180(1). This would include office staff and budget, as alleged here.

This prohibition does not apply to actions taken at an open public meeting by elected officials to support or oppose a ballot proposition when (1) there is notice of the ballot proposition and (2) elected officials or members of the public are given an equal opportunity to express an opposing view. RCW 42.52.180(2)(a). Statements by an elected official supporting or opposing ballot propositions in an open press conference, responses to specific inquiries, and regularly performed activities of an office are not included in this prohibition. RCW 42.52.180(2)(b). The SMC covers similar prohibitions in the city of Seattle, specifically, “[n]o elected official nor any employee of . . . her office . . . may use or authorize the use of any of the facilities of a public office . . . directly or indirectly, for the purpose of assisting a campaign . . . or for the promotion of . . . any ballot proposition.” SMC 2.04.300.

The petitioners, citing *State v. Evergreen Freedom Foundation*, 192 Wn.2d 782, 794-95, 432 P.3d 805 (2019), argue that this court has previously rejected Councilmember Sawant’s suggestion that a ballot proposition is limited to propositions

that have been filed with an elections officer or circulated for signatures. The petitioners assert the prohibitions in RCW 42.17A.555 apply to actions taken before the initiative was filed and contest Councilmember Sawant's reading of an SEEC advisory opinion as an incorrect interpretation. Resp'ts' Answering Br. at 17-18. The petitioners round out their arguments stating that Councilmember Sawant failed to disclose her involvement with the Tax Amazon movement, and as a result, her conduct violates SMC 2.04.165.

Councilmember Sawant argues this charge is legally insufficient because the contemplated initiative had not been filed on the date she allegedly engaged in misconduct and cannot form the basis for a violation of RCW 42.17A.555 or SMC 2.04.300. Councilmember Sawant also argues that the petitioners failed to allege that she intended to violate SMC 2.04.300 or RCW 42.17A.555 given her sworn statements that she reasonably believes an issue of interest is not a ballot proposition as defined by city and state law. Councilmember Sawant contends that an SEEC advisory opinion supports her position because, in her reading, “[RCW 42.17A.555] and SMC 2.04.300 only prohibit use of facilities to promote or oppose a ballot issue,” and she concludes that using city facilities to oppose the issue of interest does not violate campaign law. Br. of Appellant at 27 (alteration in original) (quoting SEEC, Advisory Op. 94-1E (1994)).

As the judge below noted, the purpose of RCW 42.17A.555 “was to ban the use of government resources for ballot measures” and the language of the statute broadly encompasses conduct in promoting a ballot measure before it is filed. 2 CP at 207. SMC 2.04.300 contains a similar prohibition and is broader than 42.17A.555.

Both *Evergreen Freedom Foundation* and the SEEC advisory opinion instruct our analysis. The issue in *Evergreen Freedom Foundation* was the applicability of RCW 42.17A.005(4), which is analogous to SMC 2.04.010, in the context of a local initiative. 192 Wn.2d at 785. The Evergreen Freedom Foundation (EFF) staff drafted sample ballot propositions for citizens to champion specific causes to their local city councils. *Id.* at 786. Advocates submitted the sample ballot propositions to city clerks in Sequim, Chelan, and Shelton, in addition to the signatures they had gathered in support of the measures. *Id.* “None of the cities passed the measures as ordinances or placed the ballot propositions on local ballots.” *Id.* EFF did not file any campaign finance disclosure reports with the PDC identifying independent expenditures made in support of the local ballot proposition. *Id.* at 787. EFF argued that “because the local initiative process generally requires signatures to be gathered and submitted before the ballot propositions are filed with the local elections official, the local propositions were not ‘ballot propositions’ under RCW 42.17A.005(4) and, therefore, no disclosure was required unless and until the proposition became a ‘measure’ placed on a ballot.” *Id.* at 788.

The *Evergreen Freedom Foundation* opinion discussed the history of chapter 42.17A RCW, noting the legislature intended the definition of a ballot proposition to include “local propositions ‘from and after the time when such proposition has been initially filed with the appropriate election officer . . . *prior to its circulation for signatures.*’” *Id.* at 792 (emphasis added) (alteration in original) (quoting LAWS OF 1975, 1st Ex. Sess., ch. 294, § 2(2)). The court went on to discuss the process local initiatives

go through for submittal. “[T]he proponent generally gathers signatures and submits them along with the proposed ballot measure to the local election official.” *Id.* at 793; *see also* RCW 35.17.260. “If the petition contains the required number of valid signatures, the city’s or the town’s council or commission must either pass the proposed ordinance or submit the proposition to a vote of the people.” *Evergreen Freedom Foundation*, 192 Wn.2d at 793. The court acknowledged that RCW 42.17A.005(4) expressly applies to local initiatives and held that “RCW 42.17A.005(4) was intended to pick up the expenditures prior to signature gathering, regardless of when they are gathered, but only if the measure is actually filed with an election official. . . . [As a result, EFF’s] legal services were reportable to the PDC under . . . RCW 42.17A.005(4).” *Id.* at 796.

Like *Evergreen Freedom Foundation*, a ballot measure was at issue in the SEEC advisory opinion. SEEC, Advisory Op. 94-1E, *supra*. However, the question posed before the SEEC examined whether city council members could provide a statement in opposition to the proposed ballot measure. *Id.* The SEEC advised that the elections code does not exclude council members from using city funds and facilities “to make a statement in response to a specific request for an opinion regarding a ballot issue.” *Id.*

The petitioners’ argument that the court has rejected a version of Councilmember Sawant’s argument in *Evergreen Freedom Foundation* and that Councilmember Sawant misreads the SEEC opinion is correct—RCW 42.17A.555 applies to actions taken before the initiative. Councilmember Sawant’s conduct of promoting and drafting language for

the Amazon tax initiative prior to and during the Tax Amazon conference mirrors EFF's conduct of drafting and encouraging advocates to file a ballot initiative in their local city councils. And, similar to how EFF's purpose in creating and promoting a ballot proposition was to champion specific cases to their local city councils, Councilmember Sawant's purpose in creating a ballot proposition was to "to file a grassroots ballot initiative [in] February." 1 CP at 161-62. As the *Evergreen Freedom Foundation* court concluded, the language in RCW 42.17A.005(4), which defines a ballot proposition, was intended to pick up the expenditures prior to signature gathering and Councilmember Sawant's conduct of drafting and promoting the Amazon tax initiative falls under the prohibited conduct of the Fair Campaign Practices Act. Likewise, the SEEC advisory opinion is inapplicable in this case because Councilmember Sawant was not providing a statement in support or opposition of the Tax Amazon campaign, nor had she been requested to draft a response to the campaign. As noted above, Councilmember Sawant was one the originators of the Tax Amazon campaign.

Councilmember Sawant's argument that she did not violate RCW 42.17A.555,² SMC 2.04.300, and SMC 4.16.070(B)(2), is a decision for the voters to make. The charge is legally sufficient.

² Although, it should be noted there is a typographical error in the original charge. It read, "42.17A.55."

Disregarding State Orders Related to COVID-19 and Endangering the Safety of City Workers and Other Individuals by Admitting Hundreds of People into City Hall on June 9, 2020, When It Was Closed to the Public.

Petitioners allege that Councilmember Sawant “[d]isregarded state orders related to COVID-19 and endangered the safety of city workers and other individuals by admitting hundreds of people into city hall on June 9, 2020, when it was closed to the public.” *Id.* at 2. The statement of charges allege that Councilmember Sawant,

[u]sing her official position as a City of Seattle Councilmember, . . . gave access to City facilities to admit hundreds of individuals at night into City Hall on or about the night of June 9, 2020, when it was closed to the public because of COVID-19 and fail[ed] to follow the City’s COVID-19 precautions for the visitors. Her actions put the safety of individuals and City workers at risk, and it led to janitorial staff making complaints about the incident because of safety concerns. Councilmember Sawant’s actions constitute malfeasance, and a violation of her duties under Seattle Charter. She flouted the Order of the Washington Secretary of Health (20-03) and Washington State Governor Jay Inslee’s Proclamation (20-05, as amended and extended), proclaiming a statewide State of Emergency due to the coronavirus disease 2019 (COVID-19), and in doing so she endangered the peace and safety of the community.

3 CP at 249-50. The trial judge found this charge factually and legally sufficient.

A. Factual Sufficiency

Councilmember Sawant does not appear to contest the factual sufficiency of this charge.

B. Legal Sufficiency

On February 29, 2020, Governor Inslee issued Proclamation 20-05. Governor Inslee amended this order with Proclamation 20-25.2 on May 4, 2020, imposing the “Stay at Home – Stay Healthy” order, which prohibited “all people in Washington State from

leaving their homes or participating in gatherings of any kind, regardless of the number of participants.” 1 CP at 114.

On June 9, 2020, Seattle City Hall was closed to the public pursuant to the governor’s proclamation. The Seattle City Council, citing the governor’s proclamation, prohibited in-person attendance at city hall until June 17, 2020. JOURNAL OF THE PROCEEDINGS OF THE SEATTLE CITY COUNCIL, June 1, 2020, at 1; <http://legistar2.granicus.com/seattle/attachments/5f455733-b5d9-431e-9936-bac7f47312dd.pdf>.

Councilmember Sawant contends that protesting has been a core value of her time in office. Councilmember Sawant asserts that when she used her key to let protestors into Seattle City Hall on June 9, she was exercising her right to protest. Those at the protest took turns speaking, sharing songs, and chanted about removing Mayor Jenny Durkan from office. When Councilmember Sawant was asked why she brought the protestors into City Hall, she said it was “essential that the power and uprising evident in the streets be seen in the halls of power in Seattle.” 1 CP at 107.

The trial judge reasoned this charge was factually sufficient because petitioners’ knowledge was based on Councilmember Sawant’s retweets that she had a key to city hall. However, the judge grappled with the question of whether Councilmember Sawant intended to violate the governor’s proclamation and concluded that her alleged act of unlocking the building and letting the protestors in “inferentially proves the intent needed to allow the charge/allegation to go forward.” 2 CP at 210.

The petitioners assert that Councilmember Sawant violated the governor’s emergency proclamation on public gatherings and the SMC, which prohibited using city property for anything “other than a City purpose.” SMC 4.16.070(B)(2); Resp’ts’ Answering Br. at 22. The petitioners, citing *In re Recall of White*, 196 Wn.2d 492, 474 P.3d 1032 (2020), and *Fortney*, argue these cases support the assertion that not only do public officials have a duty to follow those laws but public officials also violate their oath of office when they endanger the peace and safety of their communities by inciting the public to violate those laws. Petitioners contend Councilmember Sawant violated her oath to uphold the charter and ordinances of the City of Seattle. RCW 29A.56.110 (2). The petitioners argue that Governor Inslee’s proclamation was written in an expansive manner, which prohibited “‘all people’ from participating in ‘public gatherings. . . of any kind.’” Resp’ts’ Answering Br. at 24 (alteration in original). The petitioners assert that the “First Amendment does not protect the unlawful occupation of a government building after hours.” *Id.* at 25.

Councilmember Sawant responds that the governor’s proclamation did not prohibit political protests—Governor Inslee publicly recognized the right to “‘free speech and peaceful assembly.’” Br. of Appellant at 30. Furthermore, Councilmember Sawant contends there is no legal basis to conclude that she did not have the discretion to bring people into city hall. Councilmember Sawant notes that in the past, she has routinely brought guests with her for after-hours meetings and political protests. And, Councilmember Sawant states she was unaware that city hall was closed on June 9, 2020,

and she had no reason to believe that she lacked authority to bring guests with her into city hall after hours.

White helps to inform our analysis. In *White*, there were three charges brought against Councilmember White, a member of the Yakima City Council. 196 Wn.2d at 498. The most relevant charge alleged that Councilman White used “his position as an elected official to wrongfully encourage citizens to disobey state and local COVID-19 emergency proclamations that ordered everyone to stay home unless they need to pursue an essential activity.” *Id.* at 498. The trial judge found this factually and legally insufficient. We affirmed, noting that

beyond the bare assertion that Councilmember White had a duty to uphold the law and not interfere with other public officials’ executions of their duties, no standard, law, or rule he allegedly violated has been identified. Nothing in the Governor’s “Stay Home – Stay Healthy” proclamation demands the allegiance of local legislators, and such a requirement would raise immediate constitutional concerns.

Id. at 502. The *White* court also noted that legislators do not have a general duty to enforce public health orders or to abstain from criticizing the actions of other public officials. *Id.* at 502-03. Accordingly, “[w]hile the governor’s Stay Home – Stay Healthy order has the force of law, Councilmember White’s oath-bound duty to support the law cannot reasonably be construed within our system of divided government as an obligation not to criticize the law.” *Id.* at 504.

As the court observed in *White*, there was nothing in Governor Inslee’s “Stay Home – Stay Healthy” order to demand Councilmember Sawant’s allegiance to enforce the stay at home order. And, as the *White* court points out, Councilmember Sawant’s

oath-bound duty to support the law cannot reasonably be construed as an obligation not to criticize the law. As the *White* court notes, “[S]uch a requirement would raise immediate constitutional concerns.” *Id.* at 502. In addition, the petitioners’ citation to *Fortney* is inapplicable. Adam Fortney is a Snohomish County sheriff, and as a sheriff, he has statutory duties to uphold and enforce the law. *Fortney*, 196 Wn.2d at 775. Again, Councilmember Sawant has no such duty.

Like Councilmember White, Councilmember Sawant was within her right to encourage citizens to protest. However, that is where the similarities between these two cases end. By opening city hall when it was closed to the public in response to the governor’s Stay Home – Stay Healthy order, Councilmember Sawant arguably obstructed city business and placed people at risk by failing to ensure social distancing and sanitation measures established by the Washington State Department of Health guidelines.

The discretionary acts of a public official generally are not a basis for recall, so long as those acts were appropriately exercised by the official during the performance of their official duties. *In re Recall of Bolt*, 177 Wn.2d 168, 174, 298 P.3d 710 (2013) (citing *Cole v. Webster*, 103 Wn.2d 280, 283, 692 P.2d 799 (1984)). As we recently reiterated in *Durkan*, “[a]n official may be recalled for execution of discretionary acts only if the execution of that discretion is done in a manifestly unreasonable manner,” which “may be shown by demonstrating discretion was exercised for untenable grounds

or for untenable reasons.” 196 Wn.2d at 664 (alteration in original) (internal quotation marks omitted) (quoting *Inslee*, 194 Wn.2d at 572).

While it may be true that Councilmember Sawant had discretion to admit members of the public to city hall on other occasions, Councilmember Sawant knew the council had closed city hall to the public in response to the governor’s Stay Home – Stay Healthy order as she voted to permit the council itself to meet remotely. Moreover, her action of letting protestors into city hall was not related to a city purpose. As she states, she opened city hall because it was “essential that the power and uprising evident in the streets be seen in the halls of power in Seattle.” 1 CP at 107. To the extent that Councilmember Sawant had discretion to admit people to city hall, we believe the voters are entitled to decide whether she exercised her discretion in a manifestly unreasonable manner or exercised for untenable reasons.

Leading a Protest March to Mayor Jenny Durkan’s Private Residence, the Location of Which Councilmember Sawant Knows Is Protected under Confidentiality Laws

Petitioners allege that Councilmember Sawant “[l]ed a protest march to Mayor Jenny Durkan’s private residence, the location of which Sawant knows is protected under state confidentiality laws.” *Id.* at 2. The statement of charges discuss how Councilmember Sawant

[u]s[ed] her official position as City Councilmember to Lead a Protest March to Mayor Jenny Durkan’s private residence whose location is confidential. Councilmember Sawant used her official position to lead a protest march to Mayor Durkan’s home, despite the fact that [it] was publicly known that Mayor Durkan was not there, and she and organizers knew that Mayor Durkan’s address was protected under the state

confidentiality program because of threats against Mayor Durkan, due largely to her work as US Attorney for Western Washington under the administration of President Obama. All of us have joined hundreds and thousands of demonstrations across the City, but Councilmember Sawant and her followers chose to do so with reckless disregard of the safety of Mayor Durkan's family and children. In addition, during or after Councilmember Sawant's speech at that rally, her followers vandalized Mayor Durkan's home by spray-painting obscenities on the fence around her residence. Councilmember Sawant willfully and intentionally violated her duties under RCW 9A.46, RCW 9A.76, and Seattle Charter Art. IV, Sec[s.] 2 and 4 and her oath of office. Councilmember Sawant's actions are a violation of the Washington State Address Confidentiality Program (RCW 9A.46), as Sawant knew that Mayor Durkan's home address is protected. Sawant's actions are also a violation of RCW 9A.76.180, which prohibits intimidation and threats against a public employee such as the Mayor. The intimidation of public employees has now spread to other homes of elected officials who don't follow Sawant's agenda and has been condemned in [an] editorial of the Seattle Times on July 31, 2020 where Sawant reaffirmed her actions.

3 CP at 251-52; 2 CP at 210-11. The trial court ruled this charge to be factually and legally sufficient.

A. Factual Sufficiency

On or about June 28, Councilmember Sawant, as a private citizen, attended a protest in the Windermere neighborhood believed to be where Mayor Durkan lives.

While she attended and spoke during the protest, Councilmember Sawant says she did not take part in organizing the protest.

Councilmember Sawant averred that this neighborhood was chosen first as a protest target for being predominately white and wealthy, and second because this neighborhood falls in her district, Seattle City Council District 3. However, she says that she does not know, nor has she ever known, the home address of Mayor Durkan.

Mayor Durkan contended that during or after the rally, protesters vandalized and spray painted obscenities all over her house. In response to Councilmember Sawant's protesting in front of her house, Mayor Durkan wrote a letter to the Seattle City Council requesting Councilmember Sawant's removal from office. This letter leveled five allegations against Councilmember Sawant. It included the fact Councilmember Sawant used her official position to lead the march to the mayor's home, even though it was public information that the mayor was not at her house, and that Councilmember Sawant and the organizers knew that the mayor's address was protected under the state confidentiality program, given her work as a United States attorney. The council declined Mayor Durkan's request to remove Councilmember Sawant, citing "the pandemic, police brutality and mass job losses" as the reason. *See Stiles, supra.*

The trial judge found the factual prong was supported because the allegations that Councilmember Sawant "used her official position to lead a protest march," and "she and her organizers knew her address was protected" are very specific. 2 CP at 211. The judge acknowledged that Councilmember Sawant disputes that "she knew the address of the Mayor or led the protest march" but concluded that it is not the role of the trial court to determine the truth of the allegations. *Id.*

The petitioners argue that Councilmember Sawant's conduct clearly amounted to a threat that caused physical damage to Mayor Durkan's property that was intended to either substantially harm the mayor's physical or mental health or safety. The petitioners assert that "[b]arring a remarkable coincidence by which the protestors ended up in front

of the home belonging to Mayor Durkan, and not one of these hundreds of thousands of other Seattleites, it is reasonable to infer that whoever led the protest knew Mayor Durkan's address." Resp'ts' Answering Br. at 32-33. In support of this assertion, the petitioners point to the fact that there was evidence that Councilmember Sawant stood in front of the march and held a microphone.

Councilmember Sawant argues that this charge is factually insufficient because petitioners offer no evidence to support the claim that she knew where Mayor Durkan lived, or revealed this information to the organizers of the protest, or intended to violate any law. Councilmember Sawant calls the petitioners' argument conclusory in pointing to Mayor Durkan's statements to support the argument that she knew where the mayor lived. Furthermore, Councilmember Sawant states that she did not organize the march.

As noted, this court does not weigh the facts but instead determines whether there are sufficient facts to allow the charge to go before the voters. We agree with the trial court's conclusion that the facts are sufficient for voters to conclude that information shared by Councilmember Sawant led the protesters to Mayor Durkan's home. Although she says she did not organize the protest, it is no coincidence that the protestors found themselves in front of Mayor Durkan's house. Further, since the subject of Councilmember Sawant's speech at the protest was Mayor Durkan, a voter could find that Councilmember Sawant intended to protest at the mayor's home and went to the mayor's home to deliver a message to her. This charge is factually sufficient for a recall.

B. Legal Sufficiency

Councilmember Sawant argues this charge is legally insufficient because chapter 9A.46 RCW, chapter 9A.76 RCW, and Seattle City Charter article IV, sections 2 and 4, and her oath of office, do not make it unlawful to disclose the address of a person enrolled in the address confidentiality program.

Chapter 9A.46 RCW sets forth the statutory law on criminal harassment. A person's acts and threats to invade another person's privacy can be criminalized when these acts specifically "show a pattern of harassment designed to coerce, intimidate, or humiliate the victim." RCW 9A.46.010. A person's conduct can constitute criminal harassment when

- (a) Without lawful authority, the person knowingly threatens:
 - (i) To cause bodily injury immediately or in the future to the person threatened or to any other person; or
 - (ii) To cause physical damage to the property of a person other than the actor; or
 - (iii) To subject the person threatened or any other person to physical confinement or restraint; or
 - (iv) Maliciously to do any other act which is intended to substantially harm the person threatened or another with respect to his or her physical or mental health or safety.

RCW 9A.46.020(1). A person who harasses another is guilty of a gross misdemeanor.

RCW 9A.46.020(2)(b). In addition, a person may be criminally liable for their conduct when they obstruct governmental operations. Ch. 9A.76 RCW. One way for someone to obstruct governmental operations is to intimidate a public servant. RCW 9A.76.180. A person may be found guilty of intimidating a public servant "if, by use of a threat, he or she attempts to influence a public servant's vote, opinion, decision, or other official

action as a public servant.” RCW 9A.76.180(1). Threats include “the intent immediately to use force against any person who is present at the time.” RCW 9A.76.180(3)(a). It is a class B felony to intimidate a public servant. RCW 9A.76.180(4).

RCW 40.24.030 operates in conjunction with RCW 9A.46.020. It provides that “any criminal justice participant as defined in . . . RCW 9A.46.020 (2)(b) (iii) or (iv)” may apply to the secretary of state for address confidentiality. RCW 40.24.030(1)(b). Under RCW 9A.46.020(4) “a criminal justice participant includes any (a) federal, state, or local law enforcement agency employee; (b) federal, state, or local prosecuting attorney or deputy prosecuting attorney.” RCW 40.24.030 does not provide a penalty for disclosure of confidential information of a person protected by the address confidentiality program.

As to the allegation that Councilmember Sawant’s actions amounted to criminal harassment, we find this portion of the charge to be legally insufficient. While it is true that protestors defaced and damaged Mayor Durkan’s home, there is no support offered showing that Councilmember Sawant herself threatened to cause bodily injury or physical harm to property; or that she exhorted others to engage in such conduct; or that by use of a threat, she attempted to influence the mayor’s vote, opinion, decision, or other official action. While Mayor Durkan is a criminal justice participant and a voter may believe Councilmember Sawant knew the mayor was in the address confidentiality program, it does not appear that merely revealing the mayor’s address violates either

RCW 9A.46.020 or RCW 40.24.030. Thus, we conclude that the allegation that Sawant violated harassment statutes is not legally sufficient.

However, petitioners also allege that Councilmember Sawant's conduct in marching on Mayor Durkan's private residence violated Seattle City Charter article IV, sections 2 and 4, and her oath of office. Specifically, petitioners argue that SMC 4.16.070(D)(1) prohibits council members from disclosing any "confidential information gained by reason of his or her official position for other than a City purpose." Based on the facts alleged, we believe a voter could conclude that Sawant's actions constituted a violation of the Seattle city code regarding confidentiality. This charge is legally sufficient.

Ballot Synopsis

On September 18, 2020, the trial court considered Councilmember Sawant's motion to modify the ballot synopsis proposed by the King County Prosecuting Attorney's Office. Councilmember Sawant argues that the superior court adopted an inaccurate ballot synopsis that communicates to voters that she committed the acts contained in the synopsis and urged several revisions to the language. Br. of Appellant at 36-37. RCW 29A.56.140 is clear that "[a]ny decision regarding the ballot synopsis by the superior court is final." *West*, 155 Wn.2d at 664 (quoting RCW 29A.56.140). Accordingly, we decline to address Councilmember Sawant's challenges to the ballot synopsis.

CONCLUSION

We affirm the trial court, in part, and hold that petitioner's charge that Councilmember Sawant used city resources to promote a ballot initiative and failed to comply with public disclosure requirements, disregarded state orders related to COVID-19 and endangered the safety of city workers and other individuals by admitting hundreds of people into city hall while it was closed to the public, and led a protest march to Mayor Jenny Durkan's private residence, the location of which Councilmember Sawant knew was protected under state confidentiality laws, are factually and legally sufficient to support recall. We hold petitioner's charge that Councilmember Sawant delegated city employment decisions to a political organization outside city government and a portion of the charge that Councilmember Sawant's actions in divulging the location of Mayor Durkan's private residence amounted to criminal harassment in violation of RCW 9A.46.020 are legally insufficient. We decline to reach Councilmember Sawant's challenges to the ballot synopsis.

Madsen, J.
Madsen, J.

WE CONCUR:

González, C.J.
González, C.J.

Gordon McCloud, J.
Gordon McCloud, J.

Johnson, J.
Johnson, J.

Yu, J.
Yu, J.

Owens, J.
Owens, J.

Montoya-Lewis, J.
Montoya-Lewis, J.

Stephens, J.
Stephens, J.

Whitener, J.
Whitener, J.

Exhibit 11



ENTERTAINMENT LIFESTYLE MONEY SPORT TECH TRAVEL

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US Edition

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News US News

GUN LEFTS Heavily-armed leftist gun club patrolling streets of Seattle's CHAZ to 'ward off dangerous extremists'

Fionnuala O'Leary, News Reporter

New York 11:22 ET, Jun 14 2020 Updated: 11:37 ET, Jun 14 2020



Anderson Park in [Washington state](#) with firearms.



Armed men are seen manning checkpoints controlling entry to the CHAZ





Demonstrators at the self-proclaimed CHAZ during a protest against racial inequality and call for defunding of Seattle police

Credit: Reuters

The Seattle Autonomous Zone consists of six blocks around the abandoned East Precinct, which officers were forced to flee after receiving threats it would be burned down.

Puget Sound John Brown Gun Club (PSJBGC) members serve as loosely organized security there.

The controversial leftist organization made headlines when one of its members Willem van Spronsen set an ICE parking lot on fire.

“This place has gone from being filled with explosions and tear gas to being a place of healing,” one occupier told [The Daily Beast](#), after weeks of demonstrations and violent clashes between protesters and police.

The no-cop zone emerged in the wake of [George Floyd](#)'s brutal arrest and death in [Minneapolis](#), which prompted nationwide outrage.





A protester touches an upside down US flag affixed to the Seattle Police Department East Precinct building Credit: Reuters

PSJBGC spokesperson, known as "Nick," said they also provide security for "some very prominent black voices who were doing speeches here at the Autonomous Zone."

Last Sunday, a white man armed with a Glock drove into a crowd of protesters before shooting a man in the arm.

He was charged with first-degree assault but leftist gun clubs are reportedly on the scene at CHAZ to act as a deterrent to [white supremacist groups](#), boogaloo

according to [KOMO News](#).

"We have people who are disciplined with firearms, and people who get into firearms who don't have that

discipline, so when we see it, we're not policing people," Nick said of their armed presence there.



Protesters stand in front of an entrance of Seattle Police Department East Precinct Credit: Reuters



CHAZ Credit: AFP or licensors

"The best we can do is educate people. Other people are carrying and we want to make sure that people are carrying safely, so we're also discussing whether we can do trainings for people here."

News of these armed factions emerged after Mayor Jenny Durkan declared a weapons ban on May 30.

"There have been individuals with weapons—open carrying is legal in Washington State," her spokesperson told the Daily Best.

"While the CHAZ is within the area of the City currently under a weapons ban, the Emergency Order establishing the weapons ban does not mandate enforcement.

"It gives officers the option to take certain actions (i.e., confiscate weapons) if they deem it necessary."

Police Chief Best told KIRO 7 "we don't want to exacerbate or intensify or incite problems that are going to lead to harm to the officers or the people who are standing by."



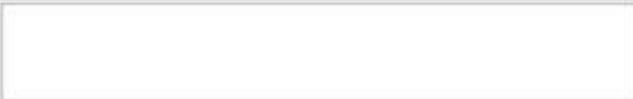
HOME NEWS ENTERTAINMENT LIFESTYLE MONEY SPORT TECH TRAVEL

came to "meet her neighbors and make sure their needs are met" at CHAZ Credit: AFP or licensors



Cops attempt to enter the area, but are blocked by people standing close together and holding cameras as they film

Credit: AFP or licensors



Simultaneously, Fox News reported on "[warlords](#)" emerging in the No Cop Co-Op in the absence of Seattle police after an activist was pictured handing someone a firearm from the back of a car.

Cops said they received complaints that protesters are [demanding cash to enter the zone](#) and shaking down businesses inside for protection money.

But African American Community Advisory Council Chair Victoria Beach (AACAC) pointed out that black protesters may struggle to be heard with this distraction.

"How are we going to be heard if that's happening?" she told KOMO News. "How are we going to come to the table and talk?"

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'ESCORT'S' FOLLOW Ex-beauty queen followed by Donald Trump Jr on Instagram

President [Donald Trump](#) deemed CHAZ's inhabitants to be "domestic terrorists" and urged Gov Jay Inslee and Durkan to put a stop to it, which [they refused to do](#).

"Take back your city NOW. If you don't do it, I will"





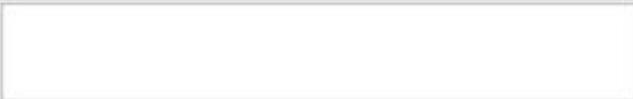
3

A protester urges white people to give \$10 to black demonstrators Credit: Twitter/@FromKalen/@scribernews



3

A man who wished to remain anonymous is pictured wearing a gas mask during Seattle protests





A protester writes graffiti next to an upside down US flag at the precinct Credit: Reuters

Topics

Black Lives Matter

Washington

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Exhibit 12

Tally for costs of autonomous zone in Seattle over ONE MILLION dollars so far

The City of Seattle spent over \$1 million dollars in tax payer funds to secure public buildings from rioters from May 30th to July 6th.



July 30, 2020 6:51 AM
3 Mins Reading

PM.



JESSICA HOLDEN

MY PLAN



The City of Seattle spent over \$1 million dollars in tax payer funds to secure public buildings from rioters from May 30th to July 6th. Nearly half of those funds went to secure the Capitol Hill Occupied Protest from the city itself. This boondoggle sum can be added to the \$300 million revenue shortfall Seattle was already facing from coronavirus business closures.

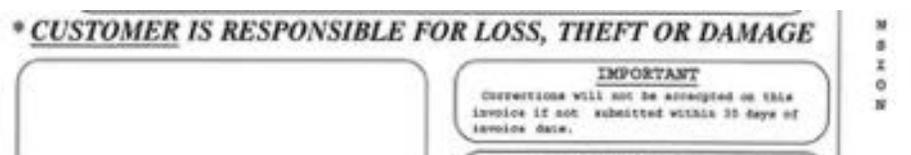
According to documents obtained via a public disclosure request, Seattle spent over \$1 million dollars to secure city buildings during 38 days of riots and protests that ensued after the death of George Floyd. Those buildings include City Hall, as well as police precincts around which barricades were erected to keep out the vandals, looters, and rioters. Demonstrators were smashed windows, burned police vehicles and threw explosives at city buildings and personnel.

Almost half of the funds were spent securing and maintaining the Capitol Hill Occupied Protest (CHOP). The militant occupiers who had cordoned off the downtown area as their own demanded this city support, and the city provided it. Sanitation facilities, materials for barriers, the erection of cement boundaries, and personnel costs contributed to this sum.

According to invoices and work orders, Seattle spent \$405,734 on just labor hours and vehicles, installing barriers for the CHOP occupiers as well as switching out the barriers for alternative materials when the barriers did not meet the occupiers' approval. Police barriers were swapped for water barriers, which were swapped for planters, which were swapped for concrete barriers.

The occupation of downtown began in June, when Seattle abandoned the heavily vandalized East Precinct of the Seattle Police Department (SPD) to the occupiers. Rioters commandeered barriers left behind by the SPD and created their own 'autonomous zone' where police, and anyone who they deemed a threat, was not welcomed.

Occupiers demanded that the City secure the six block area for them and the City complied. Rental contracts for the original barriers clearly state that the "customer is responsible for loss theft or damage." It is not known if the city had to pay for the replacement of any rented barriers repurposed by the occupiers.



WE INVOICE MONTHLY ON THE 30TH AND AT THE END OF JOB
TERMS: NET 30 DAYS
 1 1/2% PER MONTH CHARGED ON ALL PAST DUE ACCOUNTS
 PLEASE RETURN ONE COPY OF INVOICE WITH REMITTANCE

When remitting, put your account # and invoice # on your check, in order to credit your account properly.

Freight	
Sub-Total	1,847.55
Sales Tax	105.80
TOTAL	1,953.35

Over \$30,000 of additional funds were also spent on materials for the CHOP such as the concrete barriers, called "ecology blocks," water barriers, boom truck rentals to install the barriers, sand and gravel for weight, pressure washers, and paint to cover graffiti which was on almost every visible surface inside the CHOP. About a quarter of those funds were used for plywood to cover windows. They were also used to create more surfaces on the sides of the barriers for "public art" which Mayor Jenny Durkan has said she intends to preserve.

INVOICE

Invoice #: 24281

Amount Due: \$1,953.35

Transaction Date: 09/18/20

Payment Due Date: 07/18/20

Customer #	Placed By	Authorized By	Purchase Order/Job Name	Customer Agreement
0000	0000000000	0000000000	00000000000000	

Product	Unit	Quantity	Unit Price	Total Price
00000000000000	0000	0000	\$0.00	\$0.00
00000000000000	0000	0000	\$0.00	\$0.00
Subtotal:				\$1,953.35
TAX:				\$0.00
SALES TAX:				\$0.00
TOTAL:				\$1,953.35

There are multiple line items for "boarding business windows" in the area, which was done both before and in the early days of the occupation. This indicates that the city knew about the damage and vandalism that was being inflicted upon area businesses and residents. This is about when Durkan referred to the CHOP as a "block party" and "Street Fair." Seattle City Council Members referred to vandals, rioters, and looters as "peaceful protesters."

Invoices related to "routine repair of broken asset" reference funds used to repair or replace stolen or destroyed city parking and traffic signage within the occupied zone.

Work Description

Maintenance Type Description: routine repair of broken asset

Problem / Deficiency Description: Missing

Work Type Activity Description: Maintenance

Work Description: SPD reports that the SPD licensed vehicle only parking signs are missing around east precinct.

Attachments: None



Accomplishment Description		Accomplishments		
Quantity	Unit of Measure	Comment		
n/a	n/a	n/a	n/a	n/a

Many line items include "assist with clean up from protests" and "assist with graffiti & debris removal." Though the exact costs of the cleanup of the CHOP have not yet been released, as part of this disclosure it was revealed that over 31 tons of trash were cleaned up and hauled out of the CHOP by city employees. The occupiers left their trash behind when they left, and did not leave downtown Seattle a better place than when they found it.

Requests for the costs of the removal of barriers, repairing Cal Anderson Park which was at the center of the occupied zone, as well as the costs to repair the heavily damaged East Precinct are still pending.

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18 Actors Who Did Not Want To Kiss Their Onscreen Partner

By [SBLV](#)

Movies usually have at least a smooch or two in them. Even if they aren't romantic movies, a little love fling thrown in always adds some...

Ads by revcontent

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35 Completely Unsettling Historical Photos. #13 Is Chilling

By [WoahWorld](#)

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TRK Maintenance Operations Work Order# 829895

Work Order Information

Initiated Date:	06/01/2020	Initiated Time:	10:03 am
Field Start Date:		Field End Date:	
Source:	<blank>	Source Type:	<blank>
Assigned To:	JOSEPH WOODBURY	Crew Chief:	<blank>
Milestone (Status):	New	Result:	<blank>
External Reference #:	<blank>	External Reference Type:	<blank>
ROW Permit #:	<blank>	Project Name:	<blank>

Location / Asset Information

Asset ID: 03885 0150
Asset Description: 5TH AVE BETWEEN PIKE ST AND PINE ST
Address Information: 5TH AVE BETWEEN PIKE ST AND PINE ST
Location Information: Downtown Core Protest Clean Up

Work Description

Maintenance Type Description: Work not elsewhere categorized
Problem / Deficiency Description: Other
Work Type Activity Description: Maintenance
Work Description:
Attachments: None

Accomplishments

Accomplishment Description	Quantity	Unit of Measure	Comment
No Information	n/a	n/a	n/a



TRF Capital Proj/Rdwy Struct Work Order# 829971

Work Order Information

Initiated Date:	06/02/2020	Initiated Time:	08:10 am
Field Start Date:		Field End Date:	
Source:	<blank>	Source Type:	<blank>
Assigned To:	WILLIAM POLK	Crew Chief:	WILLIAM POLK
Milestone (Status):	Scheduled	Result:	<blank>
External Reference #:	<blank>	External Reference Type:	<blank>
ROW Permit #:	<blank>	Project Name:	<blank>

Location / Asset Information

Asset ID: BRG-999
Asset Description: Miscellaneous Structure
Address Information: <blank>
Location Information: Downtown Seattle

Work Description

Maintenance Type Description: Work not elsewhere categorized
Problem / Deficiency Description: Miscellaneous Issue
Work Type Activity Description: Work does not fit into any other type
Work Description: Bring jersey barriers to Downtown Seattle.
Attachments: None

Accomplishments

Accomplishment Description	Quantity	Unit of Measure	Comment
No Information	n/a	n/a	n/a



TRF Capital Proj/Rdwy Struct Work Order# 830686

Work Order Information

Initiated Date:	06/08/2020	Initiated Time:	08:16 am
Field Start Date:	06/08/2020	Field End Date:	06/08/2020
Source:	<blank>	Source Type:	<blank>
Assigned To:	LARRY FINNICK	Crew Chief:	WILLIAM POLK
Milestone (Status):	Field Work Approved	Result:	Completed as specified
External Reference #:	<blank>	External Reference Type:	<blank>
ROW Permit #:	<blank>	Project Name:	<blank>

Location / Asset Information

Asset ID: BRG-0
Asset Description: Level 1 Type - Bridge
Address Information: <blank>
Location Information: 1) Jose Rizal Bridge2) 102nd Ped Bridge and HWY 99

Work Description

Maintenance Type Description: Work not elsewhere categorized
Problem / Deficiency Description: Miscellaneous Issue
Work Type Activity Description: Project
Work Description: Remove sign from Jose Rizal Bridge as well as 102nd Ped Bridge and HWY 99. Check and remove signs from Holman Road Ped Br., 42nd street Ped Bridge at Aurora, Gailor over Aurora, 130th St. ped bridge.
Attachments: None

Accomplishments

Accomplishment Description	Quantity	Unit of Measure	Comment
No Information	n/a	n/a	n/a



TRK Maintenance Operations Work Order# 831791

Work Order Information

Initiated Date: 06/18/2020	Initiated Time: 08:14 am
Field Start Date:	Field End Date:
Source: Identified by a crew	Source Type: Other
Assigned To: MARC SPAULDING	Crew Chief: <blank>
Milestone (Status): Scheduled	Result: <blank>
External Reference #: <blank>	External Reference Type: <blank>
ROW Permit #: <blank>	Project Name: <blank>

Location / Asset Information

Asset ID: SAS-0
Asset Description: Level 1 Type - Sign Assembly
Address Information: <blank>
Location Information: CHOP

Work Description

Maintenance Type Description: Work not elsewhere categorized
Problem / Deficiency Description: Misc. Issue External
Work Type Activity Description: Maintenance
Work Description: This WO is to track labor & vehicle costs related to Signs and Markings response to the Justice March.
Attachments: None

Accomplishments

Accomplishment Description	Quantity	Unit of Measure	Comment
No Information	n/a	n/a	n/a



TRK Maintenance Operations Work Order# 833250

Work Order Information

Initiated Date: 07/01/2020	Initiated Time: 02:43 pm
Field Start Date: 07/02/2020	Field End Date: 07/02/2020
Source: SDOT General	Source Type: <blank>
Assigned To: MARC SPAULDING	Crew Chief: MARC SPAULDING
Milestone (Status): Closed	Result: Completed as specified
External Reference #: <blank>	External Reference Type: <blank>
ROW Permit #: <blank>	Project Name: <blank>

Location / Asset Information

Asset ID: PMK-0
Asset Description: Level 1 Type - Pavement Marking
Address Information: E PINE ST BETWEEN 10TH AVE AND 11TH AVE
Location Information: E Pine St from vicinity of 10th Ave to vicinity of 11th Ave

Work Description

Maintenance Type Description: Install, build, pave, plant
Problem / Deficiency Description: No problem or routine
Work Type Activity Description: Install

Work Description: 32 Yellow High Profile Tuff Curb & 48" Tuff Posts were usedPlease install (see attached drawing):Yellow tuff curbs/flex posts on E Pine St between 10th Ave and 11th Ave with 3 OM-3L's on Flex Posts4" Temp Tape Yellow IGLCrosswalk at the east leg of E Pine St at 10th Ave E16" Stop Lines at each approach to 10th & E Pine StAll-way stop control at the intersection of E Pine St & 10th Ave (R1-1 with R1-3P on TS-10RW on 3 legs)Traffic Revision Ahead signs approaching the 10th Ave and 11th Ave intersections with E Pine St.Two Traffic Merge with Bikes signsInstall a "NO RIGHT TURN" R3-1 on the S side of E Pine St 0' W/o 11th AveAnd, remove conflicting signs.Please contact Carter Danne at 206-949-9867 or Dusty Rasmussen at 206-648-0525 should you have any questions or comments.Thank you!

Attachments:

<http://dotwinw105/H8/ATTACHMENTS/WM-REF/E Pine St Black Lives Matter Mural.pdf>

Accomplishments

Accomplishment Description	Quantity	Unit of Measure	Comment
No Information	n/a	n/a	n/a



TRF Capital Proj/Rdwy Struct Work Order# 833323

Work Order Information

Initiated Date:	07/02/2020	Initiated Time:	07:54 am
Field Start Date:	06/30/2020	Field End Date:	
Source:	<blank>	Source Type:	<blank>
Assigned To:	LARRY FINNICK	Crew Chief:	WILLIAM POLK
Milestone (Status):	In Process	Result:	<blank>
External Reference #:	<blank>	External Reference Type:	<blank>
ROW Permit #:	<blank>	Project Name:	<blank>

Location / Asset Information

Asset ID: SDW-0
Asset Description: Level 1 Type - Sidewalk
Address Information: <blank>
Location Information: Capital Hill Occupied Protest

Work Description

Maintenance Type Description: Work not elsewhere categorized
Problem / Deficiency Description: Miscellaneous Issue
Work Type Activity Description: Work does not fit into any other type
Work Description: CHOP work
Attachments: None

Accomplishments

Accomplishment Description	Quantity	Unit of Measure	Comment
No Information	n/a	n/a	n/a



TRH Transportation Operations Work Order# 833505

Work Order Information

Initiated Date:	07/04/2020	Initiated Time:	01:37 pm
Field Start Date:		Field End Date:	
Source:	Seattle Police Department	Source Type:	Request received via telephone
Assigned To:	TMOOC1 TMOOC1	Crew Chief:	MARC SPAULDING
Milestone (Status):	Scheduled	Result:	<blank>
External Reference #:	<blank>	External Reference Type:	<blank>
ROW Permit #:	<blank>	Project Name:	<blank>

Location / Asset Information

Asset ID: SGN-177801
Asset Description: E PINE ST 0110 BLOCK S SIDE (265) 265 FT E/O 11TH AVE (R8-POLICEX 69' -17/21)
Address Information: E PINE ST BETWEEN 11TH AVE AND 12TH AVE
Location Information: E PINE ST WEST OF 12TH AVE

Work Description

Maintenance Type Description: Routine repair of broken asset
Problem / Deficiency Description: Missing
Work Type Activity Description: Maintenance
Work Description: SPD reports that the SPD licensed vehicle only parking signs are missing around east precinct.
Attachments: None

Accomplishments

Accomplishment Description	Quantity	Unit of Measure	Comment
No Information	n/a	n/a	n/a



TRH Transportation Operations Work Order# 833506

Work Order Information

Initiated Date:	07/04/2020	Initiated Time:	01:40 pm
Field Start Date:		Field End Date:	
Source:	Seattle Police Department	Source Type:	Request received via telephone
Assigned To:	TMOOC1 TMOOC1	Crew Chief:	MARC SPAULDING
Milestone (Status):	Scheduled	Result:	<blank>
External Reference #:	<blank>	External Reference Type:	<blank>
ROW Permit #:	<blank>	Project Name:	<blank>

Location / Asset Information

Asset ID: <blank>
Asset Description: <blank>
Address Information: <blank>
Location Information: 12TH AVE SOUTH OF E PINE ST

Work Description

Maintenance Type Description: Routine repair of broken asset
Problem / Deficiency Description: Missing
Work Type Activity Description: Maintenance
Work Description: SPD reports that the SPD licensed vehicle only parking signs are missing around east precinct.
Attachments: None

Accomplishments

Accomplishment Description	Quantity	Unit of Measure	Comment
No Information	n/a	n/a	n/a

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9005263395
06/11/2020

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00397293

Bill-To Customer # 31051487

Seattle City of
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**JESSE C
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Ship-To Customer # 11203296

Seattle City Executive Svc
USC TYPE 20
4200 Airport Way S
Seattle WA 98108-5221

ORDER DETAILS				Text
Sales Order	4004529560	Purchase Order	TRK41	
Sales Representative	Mark Komac	Routed Via	Customer Pickup	
Ordered By	Jesse Caruthers	Carrier Pro Number	8501187563	
Ship Date	06/11/2020			

Product #	Ordered Qty	UoM	Ext. Qty	Price/Measure USD	Item Description	Tax Expt	Extended Amt USD
32401	4	DZ	4	\$218.41/DZ	A07341 ZEP WRITE AWAY 032401 20N14		\$873.64
Total Merchandise Amount		Shipping		Tax %	Total Tax Amt	Terms	Invoice Total
\$873.64		\$0.00		10.10 %	\$88.24	Net 30	\$961.88

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31051487	9005263395	\$961.88	07/11/2020	

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06/05/2020

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00396929

Jesse C
Kenny Alcantara

Bill-To Customer # 31051487

Seattle City of
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Seattle WA 98124-4996

Ship-To Customer # 11203296

Seattle City Executive Svc
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Seattle WA 98108-5221

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By wongd at 8:50 am, Jun 08, 2020

ORDER DETAILS				Text
Sales Order	4004529560	Purchase Order	TRK41	
Sales Representative	Mark Komac	Routed Via	See Items for Carrier(s)	
Ordered By	Jesse Caruthers	Carrier Pro Number	See Items for Pro Numbers	
Ship Date	06/05/2020			

Product #	Ordered Qty	UoM	Ext. Qty	Price/Measure USD	Item Description	Tax Expt	Extended Amt USD	
32401	3	DZ	3	\$218.41/DZ	A07341 ZEP WRITE AWAY 032401 20N14 Carrier Name: Customer Pickup Carrier Pro Number: 8501165583		\$655.23	
32401	1	DZ	1	\$218.41/DZ	A07341 ZEP WRITE AWAY 032401 20N14 Carrier Name: Customer Pickup Carrier Pro Number: 8501167395		\$218.41	
Total Merchandise Amount		Shipping		Tax %	Total Tax Amt	Terms	PAY THIS AMOUNT	Invoice Total
\$873.64		\$0.00		10.10 %	\$88.24	Net 30		\$961.88

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00396831

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Ship-To Customer # 11203296

Seattle City Executive Svc
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Seattle WA 98108-5221

ORDER DETAILS				Text
Sales Order	4004529560	Purchase Order	TRK41	
Sales Representative	Mark Komac	Routed Via	Customer Pickup	
Ordered By	Jesse Caruthers	Carrier Pro Number	8501159327	
Ship Date	06/02/2020			

Product #	Ordered Qty	UoM	Ext. Qty	Price/Measure USD	Item Description	Tax Expt	Extended Amt USD
32401	2	DZ	2	\$218.41/DZ	A07341 ZEP WRITE AWAY 032401 20N14		\$436.82
Total Merchandise Amount		Shipping		Tax %	Total Tax Amt	Terms	Invoice Total
\$436.82		\$0.00		10.10 %	\$44.12	Net 30	\$480.94

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31051487	9005233315	\$480.94	07/02/2020	

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06/02/2020

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Ship-To Customer # 11203296

Seattle City Executive Svc
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4200 Airport Way S
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JESSE C
KENNY ALCANTARA

ORDER DETAILS				Text
Sales Order	4004527821	Purchase Order	TRK41	
Sales Representative	Mark Komac	Routed Via	Customer Pickup	
Ordered By	Jesse Caruthers	Carrier Pro Number	8501161570	
Ship Date	06/02/2020			

Product #	Ordered Qty	UoM	Ext. Qty	Price/Measure USD	Item Description	Tax Expt	Extended Amt USD
32401	6	DZ	6	\$218.41/DZ	A07341 ZEP WRITE AWAY 032401 20N14		\$1,310.46
Total Merchandise Amount		Shipping		Tax %	Total Tax Amt	Terms	Invoice Total
\$1,310.46		\$0.00		10.10 %	\$132.36	Net 30	\$1,442.82

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Customer #	Invoice #	Invoice Total	Due Date	Amount Paid
31051487	9005233316	\$1,442.82	07/02/2020	

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page. Please include your customer number on all correspondence.

00100510000090052333160031051487000001442824

Zep Sales & Service
3330 Cumberland Blvd, Suite 700
Atlanta, GA 30339

Phone: 877-IBUY-ZEP
Fax: 866-393-7329
Email: Customer_Service@zep.com
Credit E-mail: Zep.Credit@zep.com



INVOICE
Invoice Date

9005233317
06/02/2020

Page 1 of 1

00396834

Bill-To Customer # 31051487

Seattle City of
PO Box 34996
Seattle WA 98124-4996

JESSE C
KENNY ALCANTARA

Ship-To Customer # 11203296

Seattle City Executive Svc
USC TYPE 20
4200 Airport Way S
Seattle WA 98108-5221

ORDER DETAILS				Text
Sales Order	4004530718	Purchase Order	TRK41	
Sales Representative	Mark Komac	Routed Via	Customer Pickup	
Ordered By	Jesse Caruthers	Carrier Pro Number	8501161600	
Ship Date	06/02/2020			

Product #	Ordered Qty	UoM	Ext. Qty	Price/Measure USD	Item Description	Tax Expt	Extended Amt USD
1047994	10	CS	10	\$41.81/CS	A00734 ZEP AUTO NC BRAKE CL ZAA734 20N14		\$418.10
Total Merchandise Amount		Shipping		Tax %	Total Tax Amt	Terms	Invoice Total
\$418.10		\$0.00		10.10 %	\$42.23	Net 30	\$460.33

RECEIVED
By Pinky Papa at 8:12 am, Jun 03, 2020

Any questions? Please call Customer Service at 1-877-IBUY ZEP or visit us at Zep.com
Should you have questions concerning your account, please contact the Credit Department at 1-877-428-9937 option 3.
Return requests must be made to Customer Service within 90 days from the date of sale. Goods returned without authorization will not be accepted.
Additional products from this order will invoice separately upon shipment. The full amount of shipping charges will appear on the first invoice for an order.
All orders to sales rep are subject to approval of Home Office. Quotations subject to change without notice. All claims for error or adjustment of any kind must be made within five days after receipt of goods. Please pay from this invoice. Statements will not be sent unless requested; contact the customer service department at our branch office shown on this form. Returned checks may be subject to a service charge in accordance with state law.
We hereby certify that these goods were produced in compliance with all applicable requirements of Sec. 6-7 of Fair Labor Standards Act as amended, and of regulations and order of the United States Department of Labor issued under Sec. 14 thereof. This order is taken subject to all present and future laws of the United States and regulations made in pursuance thereof. All orders subject to acceptance of Zep Sales & Service FOB point of origin. Customer may designate a carrier to transport the goods ordered hereby. Zep Sales & Service shall otherwise select, instruct, and arrange for the compensation of carriers hired to transport the goods from Zep Sales & Service to customer. Customer assumes all risk of loss, damage, or destruction of the goods after delivery to carrier. Zep Sales & Service is a trade name of Acuity Specialty Products, Inc., a wholly-owned subsidiary of Zep Inc.

REMITTANCE COPY - PLEASE RETURN WITH YOUR PAYMENT

IMPORTANT: Please detach and return this remittance with your payment to ensure proper credit. Be sure to include your customer number on your payment.

Zep Sales and Service
Zep Sales & Service is the d/b/a of Acuity Specialty Products, Inc.
Acuity Specialty Products, Inc. is a wholly owned subsidiary of Zep Inc.

Customer #	Invoice #	Invoice Total	Due Date	Amount Paid
31051487	9005233317	\$460.33	07/02/2020	

For proper posting indicate your invoice number(s) on your remittance.

Bill To:

Seattle City of
PO Box 34996
Seattle Washington 98124-4996

For Payment by Credit Card

Please call 1-877-428-9937 to schedule payment.
We accept American Express, Master Card, Visa and Discover.

PLEASE MAIL PAYMENT (ONLY) TO:

Acuity Specialty Products, Inc.
Zep Sales and Service
File 50188
Los Angeles CA 90074-0188

Please direct all correspondence to Customer Service or
Credit Department at the address / fax / email at the top of this
page. Please include your customer number on all correspondence.

00100510000090052333170031051487000000460339

Zep Sales & Service
3330 Cumberland Blvd, Suite 700
Atlanta, GA 30339

Phone: 877-IBUY-ZEP
Fax: 866-393-7329
Email: Customer_Service@zep.com
Credit E-mail: Zep.Credit@zep.com



INVOICE
Invoice Date

9005290672
06/22/2020

Page 1 of 1

00397877

JESSE C
KENNY ALCANTARA

Bill-To Customer # 31051487

Seattle City of
PO Box 34996
Seattle WA 98124-4996

Ship-To Customer # 11203296

Seattle City Executive Svc
USC TYPE 20
4200 Airport Way S
Seattle WA 98108-5221

RECEIVED
By wongd at 10:52 am, Jun 23, 2020

ORDER DETAILS				Text
Sales Order	4004551793	Purchase Order	TRK41	
Sales Representative	Mark Komac	Routed Via	See Items for Carrier(s)	
Ordered By	Jesse Caruthers	Carrier Pro Number	See Items for Pro Numbers	
Ship Date	06/22/2020			

Product #	Ordered Qty	UoM	Ext. Qty	Price/Measure USD	Item Description	Tax Expt	Extended Amt USD	
32401	1	DZ	1	\$218.41/DZ	A07341 ZEP WRITE AWAY 032401 20N14 Carrier Name: Customer Pickup Carrier Pro Number: 8501203771		\$218.41	
32401	7	DZ	7	\$218.41/DZ	A07341 ZEP WRITE AWAY 032401 20N14 Carrier Name: Customer Pickup Carrier Pro Number: 8501212487		\$1,528.87	
Total Merchandise Amount		Shipping		Tax %	Total Tax Amt	Terms	PAY THIS AMOUNT	Invoice Total
\$1,747.28		\$0.00		10.10 %	\$176.48	Net 30		\$1,923.76

Any questions? Please call Customer Service at 1-877-IBUY ZEP or visit us at Zep.com
Should you have questions concerning your account, please contact the Credit Department at 1-877-428-9937 option 3.
Return requests must be made to Customer Service within 90 days from the date of sale. Goods returned without authorization will not be accepted.
Additional products from this order will invoice separately upon shipment. The full amount of shipping charges will appear on the first invoice for an order.
All orders to sales rep are subject to approval of Home Office. Quotations subject to change without notice. All claims for error or adjustment of any kind must be made within five days after receipt of goods. Please pay from this invoice. Statements will not be sent unless requested; contact the customer service department at our branch office shown on this form. Returned checks may be subject to a service charge in accordance with state law.
We hereby certify that these goods were produced in compliance with all applicable requirements of Sec. 6-7 of Fair Labor Standards Act as amended, and of regulations and order of the United States Department of Labor issued under Sec. 14 thereof. This order is taken subject to all present and future laws of the United States and regulations made in pursuance thereof. All orders subject to acceptance of Zep Sales & Service FOB point of origin. Customer may designate a carrier to transport the goods ordered hereby. Zep Sales & Service shall otherwise select, instruct, and arrange for the compensation of carriers hired to transport the goods from Zep Sales & Service to customer. Customer assumes all risk of loss, damage, or destruction of the goods after delivery to carrier. Zep Sales & Service is a trade name of Acuity Specialty Products, Inc., a wholly-owned subsidiary of Zep Inc.

REMITTANCE COPY - PLEASE RETURN WITH YOUR PAYMENT

IMPORTANT: Please detach and return this remittance with your payment to ensure proper credit. Be sure to include your customer number on your payment.

Zep Sales and Service
Zep Sales & Service is the d/b/a of Acuity Specialty Products, Inc.
Acuity Specialty Products, Inc. is a wholly owned subsidiary of Zep Inc.

Customer #	Invoice #	Invoice Total	Due Date	Amount Paid
31051487	9005290672	\$1,923.76	07/22/2020	

For proper posting indicate your invoice number(s) on your remittance.

Bill To:

Seattle City of
PO Box 34996
Seattle Washington 98124-4996

For Payment by Credit Card

Please call 1-877-428-9937 to schedule payment.
We accept American Express, Master Card, Visa and Discover.

PLEASE MAIL PAYMENT (ONLY) TO:

Acuity Specialty Products, Inc.
Zep Sales and Service
File 50188
Los Angeles CA 90074-0188

Please direct all correspondence to Customer Service or
Credit Department at the address / fax / email at the top of this
page. Please include your customer number on all correspondence.

00100510000090052906720031051487000001923766

Invoice



**JESSE C
KENNY ALCANTARA**

Page 1/1
Invoice 315191
Date 7/2/2020

2221 Fourth Avenue So., Seattle, Washington 98134
(206) 622-4262 (800) 446-8778 Fax (206) 622-4560

STEAM CLEANERS - PRESSURE WASHERS - PARTS - CHEMICALS - HOSE
KEEPING YOU IN HOT WATER SINCE 1945
www.BensCleaner.com Sales@BensCleaner.com

Bill To: City of Seattle - SDOT
SDOTAP@SEATTLE.GOV

Ship To: City of Seattle - SDOT
Mark Strode
4200 Airport Way S
Seattle WA 98108

(206) 255-7873 Ext. 0000

Purchase Order No.		Customer ID		Salesperson ID	Shipping Method	Payment Terms	Original No.	Master No.	
0000002344		CIT700		HOUSE	COUNTER	NET 30		176,352	
Ordered	Shipped	B/O	Item Number	Description			Unit Price	Discount	Ext. Price
1	1	0	RENTAL	Rented: MI-HSP-3504-3MGH SN: 15105647, one day rental picked up and returned 07/02/2020 Includes one 50ft hose NO CHARGE			\$125.00	\$0.00	\$125.00
1	1	0	RENTAL	Rented: 50ft PW hose one day rental additional pressure hose included			\$12.00	\$0.00	\$12.00
1	1	0	RENTAL	Rented: 100ft gargen hose 1 day rental			\$10.00	\$0.00	\$10.00

VT

Subtotal \$147.00
Misc \$0.00
Tax \$14.85
Freight \$0.00
Trade Discount \$0.00
Total \$161.85

Received By: X _____

Thank You!

00398607

RECEIVED
By wongd at 4:29 pm, Jul 02, 2020

All accounts past due will incur charges of 1-1/2% per month or \$2 per month, whichever is greater. The shipment of the above goods is specifically subject to the condition that title to said goods remains in Ben's Cleaner Sales, Inc. until this invoice is paid in full, including any collection charges that are a result of collection efforts.

All returns must have original receipt and original packaging. Cash refunds over \$25 and all check refunds may take up to 15 days. Credit card refunds require original card to be present. Chemicals and special order items are non-returnable. Parts returned are subject to 20% restock fee. Parts returned after 60 days are not accepted. All equipment returns must have complete paperwork including manuals and are subject to a 20% restock fee or daily rental fees, whichever is greater. Shipping errors must be reported within 48 hours of receipt.

Invoice



**JESSE C
KENNY ALCANTARA**

Page 1/1
Invoice 315194
Date 7/2/2020

2221 Fourth Avenue So., Seattle, Washington 98134
(206) 622-4262 (800) 446-8778 Fax (206) 622-4560

STEAM CLEANERS - PRESSURE WASHERS - PARTS - CHEMICALS - HOSE

KEEPING YOU IN HOT WATER SINCE 1945

www.BensCleaner.com Sales@BensCleaner.com

Bill To: City of Seattle - SDOT
SDOTAP@SEATTLE.GOV

Ship To: City of Seattle - SDOT
Bill - 425-471-2038
4200 Airport Way S
Seattle WA 98108

(206) 255-7873 Ext. 0000

Purchase Order No.		Customer ID		Salesperson ID	Shipping Method	Payment Terms	Original No.	Master No.	
0000002344		CIT700		HOUSE	COUNTER	NET 30		176,356	
Ordered	Shipped	B/O	Item Number	Description			Unit Price	Discount	Ext. Price
1	1	0	RENTAL	Rented: Pressure pro- hot water pressure washer magnum series, 50ft pw hose include NO CHARGE. One day rental pick up and returned 07/02/2020.			\$125.00	\$0.00	\$125.00
1	1	0	RENTAL	Rented: 50ft pw hose additional pressure hose included.			\$12.00	\$0.00	\$12.00
1	1	0	RENTAL	Rented: 100ft garden hose			\$10.00	\$0.00	\$10.00

VT

Subtotal \$147.00
Misc \$0.00
Tax \$14.85
Freight \$0.00
Trade Discount \$0.00
Total \$161.85

Received By: X _____

Thank You!

00398609

RECEIVED
By wongd at 4:27 pm, Jul 02, 2020

All accounts past due will incur charges of 1-1/2% per month or \$2 per month, whichever is greater. The shipment of the above goods is specifically subject to the condition that title to said goods remains in Ben's Cleaner Sales, Inc. until this invoice is paid in full, including any collection charges that are a result of collection efforts.

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Departing the 10th Ave intersection Eastbound and 11th Ave intersection Westbound:

INSTALL three OM-3L's with the Tuff curb on flex posts (see either east and west ends of median area as depicted below)

INSTALL "TRAFFIC MERGE WITH BIKES" or "LANE ENDS MERGE RIGHT SIGN" to available supports or new surface mounted supports

E Pine St & 10th Ave Markings:

INSTALL stop lines

INSTALL XWK on E Pine St 0' E/o 10th Ave

INSTALL 4" TEMP TAPE YELLOW IGL for eastbound



E Pine St & 11th Ave Signs:

Approaching the intersection from all directions, mount "TRAFFIC REVISION AHEAD" signs (BLACK on ORANGE) to available supports or surface mounted supports



E Pine St & 10th Ave Signs:

INSTALL all-way stop control at 10th Ave & E Pine St on TS-10RW Supports— use R1-1 (STOP) and R1-3P (ALL WAY) signs

REMOVE conflicting signs

Approaching the intersection from all directions, mount "TRAFFIC REVISION AHEAD" signs (BLACK on ORANGE) to available supports or surface mounted supports



27500 Riverview Center Blvd
Suite 100
Bonita Springs, FL 34134

For correspondence only (no payments)

BILL TO:

SEATTLE DEPARTMENT OF TRANSP
KEY TOWER, 700 5TH AVE #3900
PO BOX 34996 ATTN:A/P
SEATTLE, WA 98124-4996

**JESSE C
KENNY ALCANTARA**

RENTAL INVOICE

INVOICE NO.	INVOICE DATE
30809871-015	07/04/2020
INVOICE AMOUNT	CURRENCY
\$ 1101.00	USD
CUSTOMER NO.	TERMS
2355323	Due Upon Receipt
ACH PAYMENT	
Beneficiary's Bank:	Wells Fargo
RTN/ABA#:	121000248
Acct#:	
Beneficiary's Name:	Herc Rentals
CHECK PAYMENT	ONLINE PAYMENT
HERC RENTALS P.O. Box 936257 Atlanta, GA 31193	 By Herc Rentals www.HercRentals.com
PAY BY PHONE/QUESTIONS: 877-953-8778	
AMOUNT ENCLOSED: \$	

To ensure accurate and timely posting, detach and send top portion with your payment

PO #	RES/QUOTE #	CUSTOMER #	SALES REP
TRK41	52261348	2355323	BRIAN BERKLEY
ORDERED BY	DELIVERED BY	SIGNED BY	CLOSED BY
MARC SPAULDING		E-SIGNATURE	

JOB #/SITE

1 - WILL CALL 9721

QTY	EQUIPMENT #	HRS/MINIMUM	HOUR	DAY	WEEK	4 WEEK	AMOUNT
1	TRUCK PICKUP 1/2 T SUP 4WD GAS IC#: 800196249 CAT/Class: 6595030 Make: CHEVY Model: 1500 SILVERADO Ser #: 1GCVKNEC8JZ228146 Miles Free: MI OUT: 19445.00 MI IN: MIL CHG: .15	4/	90.00	15.00	90.00	420.00	1000.00
					400	1200	

New COI Policy effective September 1, 2020. Do you have an updated Certificate of Insurance on file with Herc Rentals? To submit a COI, or for any questions, please email us at HercCOI@hercrentals.com.

We now take check-by-phone payments! Just call us at 877-953-8778 (option 1, and then option 1 again).

Paying by ACH/Wire? Please send your remittance to HercTimeChecks@hercrentals.com.

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT

SHIP TO:	RENTED FROM:	Original	Adjustment	Total
SELECT A JOB WITH ADDRESS 700 5TH AVE SEATTLE, WA 98104	HERC RENTALS 721 5055 4TH AVE. S. SEATTLE, WA 98134 PH: 206-934-5700	RENTAL CHARGES	1000.00	1000.00
		TAXABLE CHARGES	1000.00	1000.00
		TAX	101.00	101.00
		TOTAL CHARGES	1101.00	1101.00

RENTAL DAYS:	30
INVOICE FROM:	6/04/20
INVOICE TO:	7/04/20

RENTAL START DATE: 6/10/19 9:00

LATE CHARGES MAY APPLY

CUSTOMER #: 2355323

RES/QUOTE #: 52261348

INVOICE #: 30809871-015

INVOICE DATE: 07/04/2020

ORIGINAL INVOICE



ORDER NUMBER: 0000000000
 ORDER DATE: 00/00/00
 CONTRACT & NUMBER: 0000

ESTIMATE NO: 000000

FORM 1099

DATE OF THIS INVOICE: 00/00/00

0000000000

SHIP TO: 0000 0000 0000000000
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SHIP FROM: 0000 0000 0000000000
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 0000000000000000

ITEM NUMBER	QUANTITY	UNIT	DESCRIPTION	PRICE	TOTAL
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ITEM NUMBER	QUANTITY	UNIT	DESCRIPTION	PRICE	TOTAL
0000000000	0000	0000	0000000000000000	0000	0000000000

TOTAL	0000	TOTAL TAX	0000	TOTAL AMOUNT	0000
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CUSTOMER ACCOUNT	00000000	00000000	00000000	00000000	00000000
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ORIGINAL INVOICE



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Item	Description	Unit	Quantity	Unit Price	Total Price	Tax
00001	RECHNER VERBODEN					
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00100	RECHNER VERBODEN					

ORIGINAL INVOICE



INVOICE NUMBER: 4615931422
INVOICE DATE: 06/08/2020
CUSTOMER P.O. NUMBER:
 TRK43
CUSTOMER ACCT: 10741763

DUNS: 00-117-3525
FEDERAL ID: 06-0732334

Delivery Address:

S D O T
 DEPT OF TRANSPORTATION
 PO BOX 34996
 SEATTLE WA 98124-4996

S D O T
 SEATTLE HC
 555 S LANDER ST STE 1
 SEATTLE WA 98134-1921
 ATTN: JESSE CARUTHERS
 206-549-2336

2209

HILTI SALES REP: RICHARD FROST, TUS0710110	ORDER NUMBER: 582418335
PAYMENT TERMS: 30 DAYS NET	LOCATION ID: 10892219
INVOICE DUE DATE: 07/08/2020	

SHIPMENT NUMBER APPEARS ON PACKING SLIP(S). USE TO MATCH ALL DOCUMENTS AND CONFIRM RECEIPT.

Material Number	Material Description	Quantity Invoiced	Quantity Shipped	Sell Price	Amount Due	*

Taxes: State: WA 6.50% \$ 125.83 County: 0.00% \$ 0.00 City: 2.20% \$ 42.59 Spcl City: 1.40% \$ 27.10					
* A - Taxable	B - Non-Taxable	C - Limited Shelf Life	D - Non-Domestic Source	E - Non-Domestic Source NATO Exception	
SUB TOTAL		TOTAL TAX		TOTAL AMOUNT (USD)	
\$1,935.78		\$195.52		\$2,131.30	

Product Sales: 800-879-8000 Hilti Credit Dept: 800-950-6196 Mail all written inquiries to Hilti SDS available at: www.us.hilti.com Fax certificate to Tax Dept or mail with
 Website: www.us.hilti.com Hilti Credit Fax: 918-252-3810 PO Box 21148 Tulsa, OK 74121-1148 Hilti Tax Fax: 800-950-6605 payment to remit to address

CUSTOMER ACCOUNT	INVOICE	INVOICE DATE	PREPAYMENT	AMOUNT DUE (USD)	PAYMENT ENCLOSED
10741763	4615931422	06/08/2020		\$2,131.30	

BILL TO:
S D O T
 DEPT OF TRANSPORTATION
 PO BOX 34996
 SEATTLE WA 98124-4996

Delivery Address:
S D O T
 SEATTLE HC
 555 S LANDER ST STE 1
 SEATTLE WA 98134-1921
 ATTN: JESSE CARUTHERS

Please make checks payable to Hilti and remit in USD. A fee of \$ 25.00 is assessed for return checks. Material returns after 90 days are subject to a \$ 125 restocking fee. Chemicals returnable within 14 days by the case only. Standard Hilti terms and conditions apply. Visit www.us.hilti.com/terms for full terms.

REMIT TO

HILTI INC.
PO BOX 70299
PHILADELPHIA PA 19176-0299



1 10741763 4615931422 06082020 0000213130

ORIGINAL INVOICE



Page 1

ORDER NUMBER: 0000000000
 ORDER DATE: 2024-09-05

INSTRUMENT & NUMBER:
 0000

ESTIMATE NO.: 00000000

DATE OF ORDER: 2024
 ORDER BY: [REDACTED]

NAME OF:
 DEPT OF TRANSPORTATION
 PUBLIC WORKS
 10000 100 0000 0000

ADDRESS:
 NAME:
 DEPT OF TRANSPORTATION
 10000 100 0000 0000
 10000 100 0000 0000

Page 1 of 1

INSTRUMENT NO.	INSTRUMENT NUMBER	DATE OF ORDER	ORDER BY
0000000000	0000000000	2024-09-05	[REDACTED]

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	TAX
0000	ITEM 0000000000	EA	100	100.00	10000.00	0.00
0000	ITEM 0000000000	EA	100	100.00	10000.00	0.00
0000	ITEM 0000000000	EA	100	100.00	10000.00	0.00
0000	ITEM 0000000000	EA	100	100.00	10000.00	0.00
0000	ITEM 0000000000	EA	100	100.00	10000.00	0.00
0000	ITEM 0000000000	EA	100	100.00	10000.00	0.00
0000	ITEM 0000000000	EA	100	100.00	10000.00	0.00
0000	ITEM 0000000000	EA	100	100.00	10000.00	0.00
0000	ITEM 0000000000	EA	100	100.00	10000.00	0.00

TOTAL TAX	TOTAL TAX	TOTAL AMOUNT	0.00
0.00	0.00	0.00	

CUSTOMER ACCOUNT	PHONE	PHONE DATE	PROJECT/EST	ACCOUNT NO.	DATE	AMOUNT
000000	000000	000000		000000		

NAME OF:
 DEPT OF TRANSPORTATION
 PUBLIC WORKS
 10000 100 0000 0000

NAME OF:
 DEPT OF TRANSPORTATION
 PUBLIC WORKS
 10000 100 0000 0000

SEND TO

NAME OF:
 DEPT OF TRANSPORTATION
 PUBLIC WORKS
 10000 100 0000 0000

10000 100 0000 0000

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2025
2025-2026
2025-2026

2025-2026 SCHOOL DISTRICT

INVOICE

Invoice #: 04250
 Amount Due: \$7,200.00
 Payment Due Date: 07/15/2025

Account #	Particulars	Amount	Balance Forward	Current Balance
00000000000000000000	00000000000000000000	000000	000000	000000

Invoice #	Invoice Date	Invoice Amount	Invoice Total	Invoice Balance
04250	07/15/2025	7200.00	7200.00	7200.00

Account: 00000000000000000000 (00000000000000000000)
 Address: 00000000000000000000 (00000000000000000000)
 Phone: 00000000000000000000 (00000000000000000000)

Invoice: 04250 (04250) Invoice Date: 07/15/2025 Invoice Amount: 7200.00 Invoice Total: 7200.00 Invoice Balance: 7200.00



2025
2025-2026
2025-2026

2025-2026
SCHOOL DISTRICT

Amount Due: \$7,200.00
 Due Date: July 15, 2025
 Invoice Number: 04250

Amount Due:

2025-2026
SCHOOL DISTRICT

2025-2026

2025
2025-2026
2025-2026

2025-2026
SCHOOL DISTRICT

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1234
1234 Street
City, State, Zip

1234567890
1234567890

INVOICE

Invoice #: 12345678

Amount Due: \$1,234.56

Invoice Date: 01/15/2023

Invoice Period: 01/01/2023 - 01/31/2023

Payment Due Date: 02/15/2023

Customer ID	Customer Name	Customer Address	Customer Contact	Customer Email
1234	ABC Company	1234 Main St	John Doe	john.doe@abc.com

Item ID	Description	Quantity	Unit Price	Total Price
1001	Item 1	100	\$10.00	\$1,000.00
1002	Item 2	50	\$20.00	\$1,000.00
1003	Item 3	25	\$40.00	\$1,000.00
1004	Item 4	10	\$100.00	\$1,000.00
1005	Item 5	5	\$200.00	\$1,000.00
1006	Item 6	2	\$500.00	\$1,000.00

Subtotal	\$1,234.56
Tax	\$123.45
Discount	-\$100.00
Total	\$1,257.01

Thank you for your business!

Customer	ABC Company	Address	1234 Main St
City	City, State, Zip	Phone	123-456-7890

Invoice generated on 01/15/2023 at 10:00 AM. All amounts in US Dollars.

Terms and conditions apply. Please contact us for more information.



Customer Name: ABC Company

Amount Due: \$1,257.01

Due Date: 02/15/2023

Invoice Number: 12345678

Payment Reference: [Input field]

For more information, please contact us at 123-456-7890.

Invoice Details

1234
1234 Street
City, State, Zip

1234
1234 Street
City, State, Zip

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Company Name
Address
City, State, ZIP

Phone: (555) 123-4567
Email: info@company.com

INVOICE

Invoice #: 1000000

Invoice Date: 07/15/2023

Invoice Total: \$100.00

Payment Due Date: 08/15/2023

Amount Due: \$100.00

Item	Description	Quantity	Unit Price	Total
1	Product A	100	1.00	100.00

Item	Description	Quantity	Unit Price	Total
1	Product A	100	1.00	100.00

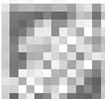
Subtotal	100.00
Tax	0.00
Total	100.00

Thank you for your purchase!

Company Name
Address
City, State, ZIP

Phone: (555) 123-4567 | Email: info@company.com

© 2023 Company Name. All rights reserved. Terms & Conditions apply.



Company Name

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Company Name
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CUSTOMER SERVICE WRITTEN INQUIRY ADDRESS:

Home Depot Credit Services, P.O. Box 790340, St. Louis, MO 63179

10637 - HP - 1420 - OPRX - 0000 - - - - - X -

THD PROX EN JUN16

Change of Address

Please print address changes in blue or black ink.

THE HOME DEPOT ProXtra THE LOYALTY PROGRAM BUILT FOR PROS

AS A PRO XTRA MEMBER, YOU CAN ENJOY BENEFITS EVERY DAY:

 PURCHASE TRACKING	 EXCLUSIVE OFFERS	 VOLUME PRICING PROGRAM	 PAINT REWARDS	 TEXT2CONFIRM AUTHORIZATION
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Visit homedepot.com/proxtra for more details.

HIGH QUALITY, LONG LASTING PAINT. COLOR MATCH FOR ANY JOB.



BEHR
GOOD. BETTER. BEHR.

THE HOME DEPOT Pro Learn more at homedepot.com/propaint.

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Invoice # 12345678

INVOICE

Company Name
Address
City, State, Zip

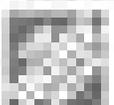
Invoice # 12345678
Invoice Date 07/15/2023
Invoice Time 10:00 AM
Invoice Total \$1000.00

Customer	Particulars	Amount	Balance Forward	Current Balance
Customer Name	Invoice # 12345678	\$1000.00		\$1000.00

Product	Qty	Unit Price	Total Price	Tax	Total
Product 1	1000	1.00	1000.00	0.00	1000.00
Product 2	1000	1.00	1000.00	0.00	1000.00
Product 3	1000	1.00	1000.00	0.00	1000.00
Product 4	1000	1.00	1000.00	0.00	1000.00
Product 5	1000	1.00	1000.00	0.00	1000.00
Product 6	1000	1.00	1000.00	0.00	1000.00
Product 7	1000	1.00	1000.00	0.00	1000.00
Product 8	1000	1.00	1000.00	0.00	1000.00
Product 9	1000	1.00	1000.00	0.00	1000.00
Product 10	1000	1.00	1000.00	0.00	1000.00

Company Name
Address
City, State, Zip

Invoice # 12345678
Invoice Date 07/15/2023
Invoice Time 10:00 AM
Invoice Total \$1000.00



Company Name

Address

Company Name

Company Name
Address
City, State, Zip

Amount Due \$1000.00
Due Date July 15, 2023
Invoice Number 12345678

Amount Due: [Input field]

Payment Information

Company Name
Address
City, State, Zip

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Commercial Account



Remi paymen and make checks payable o
HOME DEPO CRED SERV CES
DEP xx - xxxxxx4059
PO BOX 9001043
LOU SV LLE KY 40290-1043

INVOICE

Invoice #:

4022964 cont

Account **xxxx xxxx xxxx 4059**

Transaction Date **06/02/20**

Payment Due Date **07/18/20**

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
TEKS LATH 8X1 DRILL PT, 170 PCS	00001878940000300008	1.0000	EA	\$7.98	\$7.98

SUBTOTAL	\$109.80
TAX	\$11.09
SHIPPING	\$0.00
TOTAL	\$120.89

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INVOICE

1234
1234 Street, Suite 500
New York, NY 10001

Invoice #:	INV001
Invoice Date:	2023-10-27
Invoice Due:	2023-11-06
Invoice Total:	\$1,000.00
Amount Due:	\$1,000.00

Customer ID	Customer Name	Customer Address	Customer Contact	Customer Email
1234	ABC Company	1234 Street, Suite 500	John Doe	john.doe@abc.com

Item ID	Description	Quantity	Unit Price	Total Price
001	Product A	1000	\$1.00	\$1,000.00
002	Product B	1000	\$1.00	\$1,000.00
003	Product C	1000	\$1.00	\$1,000.00
004	Product D	1000	\$1.00	\$1,000.00
005	Product E	1000	\$1.00	\$1,000.00

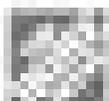
Subtotal	\$1,000.00
Tax	\$0.00
Grand Total	\$1,000.00

Thank you for your purchase!

Customer ID	1234	Customer Name	ABC Company	Customer Address	1234 Street, Suite 500	Customer Contact	John Doe	Customer Email	john.doe@abc.com
-------------	------	---------------	-------------	------------------	------------------------	------------------	----------	----------------	------------------

Invoice # INV001, Invoice Date 2023-10-27, Invoice Due 2023-11-06, Invoice Total \$1,000.00

These items are for your reference only. All items are subject to availability. © 2023 ABC Company. All rights reserved.



Customer ID: 1234

Amount Due	\$1,000.00
Due Date	2023-11-06
Invoice Number	INV001

Payment Information

Payment Method	Credit Card
----------------	-------------

ABC Company
1234 Street, Suite 500

1234
1234 Street, Suite 500
New York, NY 10001

1234
1234 Street, Suite 500
New York, NY 10001

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Commercial Account



Remi paymen and make checks payable o
HOME DEPO CRED SERV CES
DEP xx - xxxxxx4059
PO BOX 9001043
LOU SV LLE KY 40290-1043

INVOICE

Invoice #:

6022688 cont

Account **xxxx xxxx xxxx 4059**

Transaction Date **05/31/20**

Payment Due Date **07/18/20**

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
30 FT. X 2 IN. X 10,000 LBS. JJ HOOK	10016183150000300006	1.0000	EA	\$19.65	\$19.65

SUBTOTAL	\$196.50
TAX	\$19.85
SHIPPING	\$0.00
TOTAL	\$216.35

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- **Phone.** Call the phone number on Page 1 of your statement to make a payment. We may process your payment electronically after we verify your identity. There is no fee for this service. The payment cutoff time for Phone Payments is 5 p.m. Eastern time. Payments received after 5 p.m. Eastern time will be credited as of the next day.
- **Express Payments.** Send payment by courier or express mail to: Attn: Prox Payment Dept, 6716 Grade Lane, Building 9, Suite 910, Louisville, KY, 40213. Payment must be received in proper form, at the proper address, by 5 p.m. Eastern time in order to be credited as of that day. All payments received in proper form, at the proper address, after 5 p.m. Eastern time will be credited as of the next day.
- **In-Store Payments.** For your added convenience, payments can be made at The Home Depot® stores, with no service fee. Any payment in proper form accepted in store will be credited as of that day. However, credit availability may be subject to verification of funds.

If you send an eligible check with this payment coupon you authorize us to complete your payment by electronic debit. If we do the checking account will be debited in the amount on the check. We may do this as soon as the day we receive the check. Also the check will be destroyed.

REPORT A LOST, STOLEN OR NEVER RECEIVED CARD

IMMEDIATELY: Customer Service is available 24 hours a day, 7 days a week.

CUSTOMER SERVICE WRITTEN INQUIRY ADDRESS:

Home Depot Credit Services, P.O. Box 790340, St. Louis, MO 63179

Change of Address

Please print address changes in blue or black ink.



THE HOME DEPOT ProXtra THE LOYALTY PROGRAM BUILT FOR PROS

AS A PRO XTRA MEMBER, YOU CAN ENJOY BENEFITS EVERY DAY:

-  **PURCHASE TRACKING**
-  **EXCLUSIVE OFFERS**
-  **VOLUME PRICING PROGRAM**
-  **PAINT REWARDS**
-  **TEXT2CONFIRM AUTHORIZATION**

Visit homedepot.com/proxtra for more details.

Other Account and Payment Information

WHEN YOUR PAYMENT WILL BE CREDITED: For payments by regular mail, please allow 5-7 days for your payment to reach us. Payment must be received in proper form at our processing facility by 5 p.m. local time there to be credited as of that day. All payments received at the processing facility in proper form after that hour will be credited as of the following day. There may be a delay of up to 5 days in crediting a payment sent by mail if it is not in the proper form or is addressed to a location other than the address listed on the return envelope or on the front of the payment coupon, or, for courier or express mail payments, to the Express Mail address set forth in the Express Mail section.

PROPER FORM for payments sent by mail or courier.

For a payment to be in proper form, you should:

- **ENCLOSE** your check or money order. No cash, gift cards, or foreign currency please.
- **INCLUDE** the last four digits of your account number and name.

COPY FEE. We charge \$5 for each copy of a billing statement that dates back 3 months or more. We add the fee to a balance of our choosing. We reserve the right to add this fee to balances subject to a higher annual percentage rate. We waive the fee if your request for the copy relates to a billing error or disputed purchase.

PAYMENT OTHER THAN BY MAIL:

- **Online Payments.** Go to the URL on Page 1 of your statement to make a payment. For security reasons, you may not be able to pay your entire New Balance the first time you make a payment online. The payment cutoff time for Online Bill Payments is 5 p.m. Eastern time. Payments received after 5 p.m. Eastern time will be credited as of the next day.

- **Phone.** Call the phone number on Page 1 of your statement to make a payment. We may process your payment electronically after we verify your identity. There is no fee for this service. The payment cutoff time for Phone Payments is 5 p.m. Eastern time. Payments received after 5 p.m. Eastern time will be credited as of the next day.
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THE HOME DEPOT ProXtra THE LOYALTY PROGRAM BUILT FOR PROS

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-  **EXCLUSIVE OFFERS**
-  **VOLUME PRICING PROGRAM**
-  **PAINT REWARDS**
-  **TEXT2CONFIRM AUTHORIZATION**

Visit homedepot.com/proxtra for more details.



Commercial Account



Remi paymen and make checks payable o
HOME DEPO CRED SERV CES
DEP xx - xxxxxx4059
PO BOX 9001043
LOU SV LLE KY 40290-1043

INVOICE

Invoice #:

6080917 cont

Account **xxxx xxxx xxxx 4059**

Transaction Date **05/31/20**

Payment Due Date **07/18/20**

PRODUCT	SKU #	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
DEWALT REPLACEMENT LANCE 31 4500 PS	10016187360003100006	1.0000	EA	\$34.97	\$34.97

SUBTOTAL	\$202.03
TAX	\$20.40
SHIPPING	\$0.00
TOTAL	\$222.43

Please pay from this invoice

INVOICE

National Barricade Company, LLC

ESTABLISHED 1951

RENTAL, SALES AND SERVICE OF TRAFFIC CONTROL EQUIPMENT

6518 RAVENNA AVE N.E.
SEATTLE, WA 98115-7096

SEATTLE: (206) 523-4045
AUBURN: (253) 735-6249
MARYSVILLE: (360) 548-2400
TOLL FREE: (800)-884-4045
FAX: (206) 525-2042

Acct #: STRN
Job #: TRG0039-U2054
PO #: 2363
Auth #: Kevin Calcotte
Foreman : Susan Byers

PRICES SUBJECT TO
CHANGE WITHOUT NOTICE

CUSTOMER: Seattle DOT
ADDRESS: Sdotap@seattle.gov

TELEPHONE: (206) 684-5083

J. Chao/Rochelle T. MOBILE (206) 255-3392
Susan Byers JOB SHACK (206) 941-9650

Seattle WA

JOB ADDRESS March for Justice Response

Inv. Date: 06/22/20

Invoice #: 625571

Tax #:

Job Start : 05/31/20

DELIVERY ORDER NO.	AMOUNT ORDERED	DESCRIPTION	PICK UP ORDER NO.	UNITS PICKED UP	FROM	TO	RENT DAYS USED	NO. RENT PRDS	UNITS USED	COST/ ITEM/ PERIOD	EXTENSION
446818	23	*WFB MB 40 - 48	447451	14	05/31	06/11	12	12	23	2.15	593.40
	4	Overtime Charge (Sunday)			05/31	05/31	1	1	4	70.00	280.00
		*WFB MB 40 - 48			06/12	06/20	9	9	9	2.15	174.15

RECEIVED
By Pinky Papa at 1:29 pm, Jun 25, 2020

MEMO: 14 units picked up from 2300 SW Webster St., SW Precinct

1726/mo

*** CUSTOMER IS RESPONSIBLE FOR LOSS, THEFT OR DAMAGE**

IMPORTANT

Corrections will not be accepted on this invoice if not submitted within 30 days of invoice date.

PLEASE REMEMBER

When remitting, put your account # and invoice # on your check, in order to credit your account properly.

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WE INVOICE MONTHLY ON THE 20TH AND AT THE END OF JOB

TERMS: NET 30 DAYS

1 1/2% PER MONTH CHARGED ON ALL PAST DUE ACCOUNTS

PLEASE RETURN ONE COPY OF INVOICE WITH REMITTANCE

Freight	
Sub-Total	1,047.55
Sales Tax	105.80
TOTAL	1,153.35



Radco
12345 Main Street, Suite 100
New York, NY 10001

DATE	AMOUNT	DESCRIPTION
12/31/2023	1000.00	SALES TAX
12/31/2023	500.00	PROPERTY TAX
12/31/2023	250.00	INSURANCE
12/31/2023	125.00	UTILITIES
12/31/2023	62.50	MAINTENANCE
12/31/2023	31.25	REPAIRS
12/31/2023	15.62	DEPRECIATION
12/31/2023	7.81	ADVERTISING
12/31/2023	3.91	TRAVEL
12/31/2023	1.95	ENTERTAINMENT
12/31/2023	0.98	CHARITABLE CONTRIBUTIONS
12/31/2023	0.49	OTHER
12/31/2023	0.24	NET INCOME
12/31/2023	0.12	TOTAL

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
12/31/2023	1000.00	SALES TAX	12/31/2023	1000.00	SALES TAX
12/31/2023	500.00	PROPERTY TAX	12/31/2023	500.00	PROPERTY TAX
12/31/2023	250.00	INSURANCE	12/31/2023	250.00	INSURANCE
12/31/2023	125.00	UTILITIES	12/31/2023	125.00	UTILITIES
12/31/2023	62.50	MAINTENANCE	12/31/2023	62.50	MAINTENANCE
12/31/2023	31.25	REPAIRS	12/31/2023	31.25	REPAIRS
12/31/2023	15.62	DEPRECIATION	12/31/2023	15.62	DEPRECIATION
12/31/2023	7.81	ADVERTISING	12/31/2023	7.81	ADVERTISING
12/31/2023	3.91	TRAVEL	12/31/2023	3.91	TRAVEL
12/31/2023	1.95	ENTERTAINMENT	12/31/2023	1.95	ENTERTAINMENT
12/31/2023	0.98	CHARITABLE CONTRIBUTIONS	12/31/2023	0.98	CHARITABLE CONTRIBUTIONS
12/31/2023	0.49	OTHER	12/31/2023	0.49	OTHER
12/31/2023	0.24	NET INCOME	12/31/2023	0.24	NET INCOME
12/31/2023	0.12	TOTAL	12/31/2023	0.12	TOTAL

DATE	AMOUNT	DESCRIPTION	DATE	AMOUNT	DESCRIPTION
12/31/2023	1000.00	SALES TAX	12/31/2023	1000.00	SALES TAX
12/31/2023	500.00	PROPERTY TAX	12/31/2023	500.00	PROPERTY TAX
12/31/2023	250.00	INSURANCE	12/31/2023	250.00	INSURANCE
12/31/2023	125.00	UTILITIES	12/31/2023	125.00	UTILITIES
12/31/2023	62.50	MAINTENANCE	12/31/2023	62.50	MAINTENANCE
12/31/2023	31.25	REPAIRS	12/31/2023	31.25	REPAIRS
12/31/2023	15.62	DEPRECIATION	12/31/2023	15.62	DEPRECIATION
12/31/2023	7.81	ADVERTISING	12/31/2023	7.81	ADVERTISING
12/31/2023	3.91	TRAVEL	12/31/2023	3.91	TRAVEL
12/31/2023	1.95	ENTERTAINMENT	12/31/2023	1.95	ENTERTAINMENT
12/31/2023	0.98	CHARITABLE CONTRIBUTIONS	12/31/2023	0.98	CHARITABLE CONTRIBUTIONS
12/31/2023	0.49	OTHER	12/31/2023	0.49	OTHER
12/31/2023	0.24	NET INCOME	12/31/2023	0.24	NET INCOME
12/31/2023	0.12	TOTAL	12/31/2023	0.12	TOTAL

RECEIVED
JAN 15 2024
12345 MAIN STREET
NEW YORK, NY 10001

A change of 1.2% per month (14.4% per year) will be charged through the balance.

DATE	AMOUNT	DESCRIPTION
12/31/2023	1000.00	SALES TAX
12/31/2023	500.00	PROPERTY TAX
12/31/2023	250.00	INSURANCE
12/31/2023	125.00	UTILITIES
12/31/2023	62.50	MAINTENANCE
12/31/2023	31.25	REPAIRS
12/31/2023	15.62	DEPRECIATION
12/31/2023	7.81	ADVERTISING
12/31/2023	3.91	TRAVEL
12/31/2023	1.95	ENTERTAINMENT
12/31/2023	0.98	CHARITABLE CONTRIBUTIONS
12/31/2023	0.49	OTHER
12/31/2023	0.24	NET INCOME
12/31/2023	0.12	TOTAL



Radco
12345 Main Street, Suite 100
New York, NY 10001

DATE	AMOUNT	DESCRIPTION
12/31/2023	1000.00	SALES TAX
12/31/2023	500.00	PROPERTY TAX
12/31/2023	250.00	INSURANCE
12/31/2023	125.00	UTILITIES
12/31/2023	62.50	MAINTENANCE
12/31/2023	31.25	REPAIRS
12/31/2023	15.62	DEPRECIATION
12/31/2023	7.81	ADVERTISING
12/31/2023	3.91	TRAVEL
12/31/2023	1.95	ENTERTAINMENT
12/31/2023	0.98	CHARITABLE CONTRIBUTIONS
12/31/2023	0.49	OTHER
12/31/2023	0.24	NET INCOME
12/31/2023	0.12	TOTAL

Radco
12345 Main Street, Suite 100
New York, NY 10001

JESSE C
KENNY ALCANTARA



Reddit Inc. - Financials, Q4 2020
SECURITY: PUBLIC

Page 1

Item	Amount	Unit	Value	Unit	Value
...

Item	Amount	Unit	Value	Unit	Value
...

RECEIVED
JAN 11 2021
NEW YORK

00397254

All amounts are reported in US dollars (USD) and amounts will be reported in all past and future periods.



Reddit Inc. - Financials, Q4 2020
SECURITY: PUBLIC

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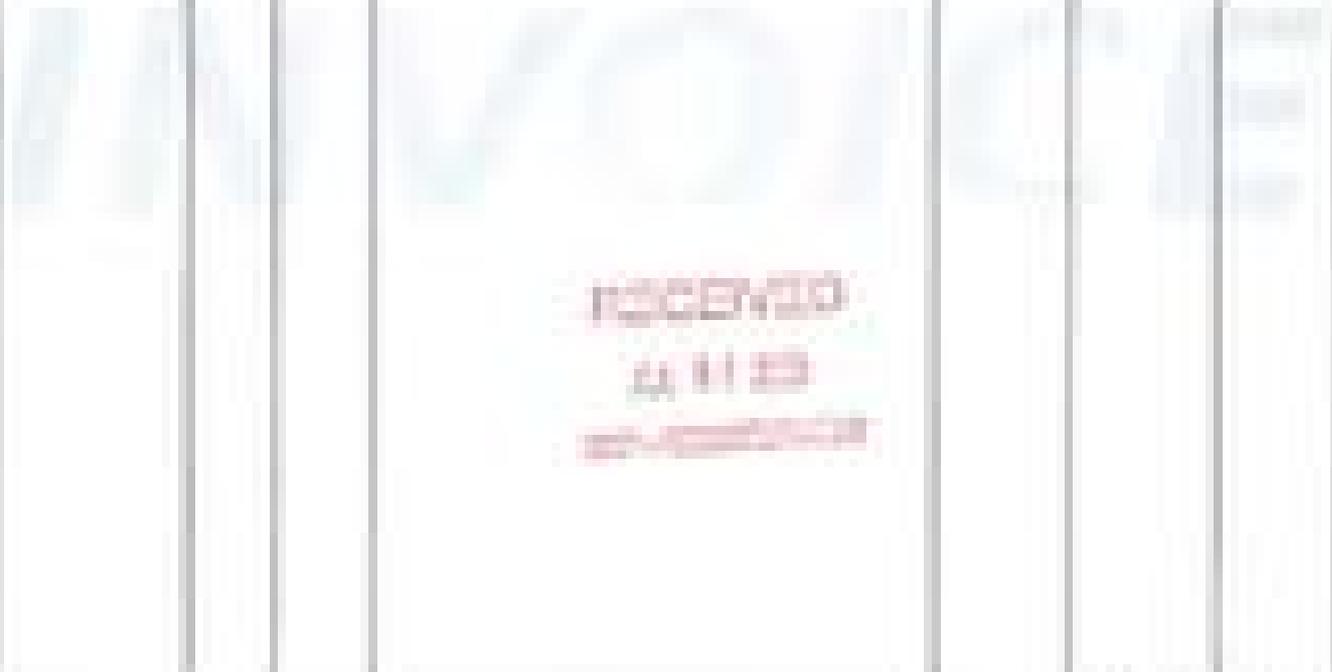
REPORT #:

JESSE C
KENNY ALCANTARA

PAGE #

PROBATION REPORT - PROBATION SUPERVISOR'S COMMENTS
REVIEW DATE: 01/01/2024

PROBATION #	00000000	1	00000000
PROBATION #	00000000	1	00000000
PROBATION #	00000000	1	00000000
PROBATION #	00000000	1	00000000

DATE	TIME	LOCATION	ACTIVITY	OFFICER	REMARKS
01/01/2024	08:00	00000000	00000000	00000000	00000000
					

A 15-minute Change of 15 000 per month (15% per month) will be charged to all past due amounts.

DATE	01/01/2024
TIME	08:00
LOCATION	00000000



REPORT #:

PROBATION REPORT - PROBATION SUPERVISOR'S COMMENTS
REVIEW DATE: 01/01/2024

PROBATION #	00000000
PROBATION #	00000000
PROBATION #	00000000
PROBATION #	00000000
PROBATION #	00000000

PAGE #

MAILING ADDRESS:
PO BOX 70328
SEATTLE WA 98127



STREET ADDRESS:
5228 SHILSHOLE AVE NW
SEATTLE WA 98107

PHONE: (206) 784-1234 • TOLL FREE: (800) 774-8999 • FAX: (206) 781-0984 • www.sbsg.com

2467961

INVOICE

06/30/20 15:14 01I

KIM P
KEN EWALT

SEATTLE TRANS DEPT
800 5TH AVE STE 3000
PO BOX 34996
SEATTLE WA

98124-4996

SHIP W/C PRECAST YARD
TO: 641 NW 41ST ST
SEATTLE 98106
MISC: KEN EWALT
CUST PO:W/O829895

S 1
P 64
DB 405 A 1
W 405
C 9
P 40

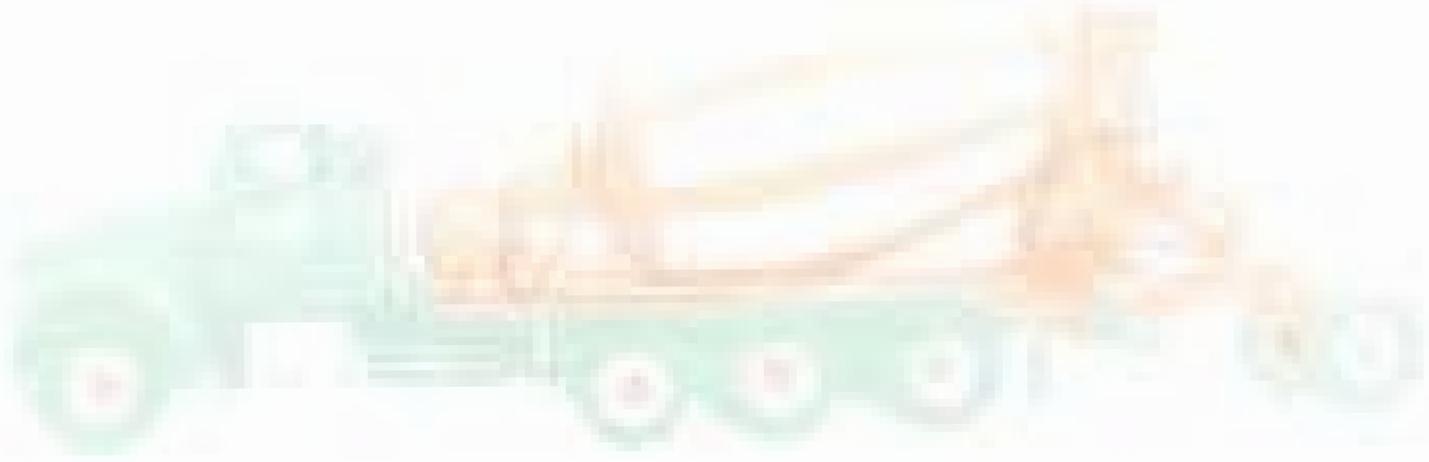
CUST#: 1295.0000 DEL DATE:06/16/20
206-684-5058

TERMS:

FROM: O 4266262

L#	QTY	DESCRIPTION	CATALOG	QTY	PRICE	EA	AMOUNT
1	97	FULL STANDARD E-BLOCK 2X2X6	EBFULL	0	97	15.00 EA	1455.00
2		CHARGE#TRG0039-U2054					

00398631



RECEIVED

By wongd at 10:04 am, Jul 06, 2020

THE BUYER IS SOLELY RESPONSIBLE TO ASSURE THAT THE PRODUCTS PURCHASED WILL PROPERLY SATISFY ANY APPLICABLE CODE OR SPECIFICATION

SUBTOTAL 1455.00
1726 SEATL10.1% 146.96
TOTAL 1601.96

SEE REVERSE FOR TERMS & CONDITIONS

SALMON BAY SAND & GRAVEL CO. (SALMON BAY) MAKES NO WARRANTIES PERTAINING TO RECOMMENDATIONS OR ADVICE GIVEN BY ITS EMPLOYEES, NOR DOES SALMON BAY WARRANT MERCHANTABILITY OR FITNESS OF ANY PARTICULAR MATERIAL OR PRODUCT FOR A PARTICULAR USE. THE LIMIT OF SALMON BAY'S LIABILITY IS THE REPLACEMENT OF ANY DEFECTIVE MATERIAL OR PRODUCT.

NOTICE: Our drivers will make every effort to place where customer designates, but company assumes no responsibility for damages inside of curb or property line.

RECEIVED BY:

LOADED BY RECEIVED BY

SIGNATURE

CUSTOMER

PRINTED NAME

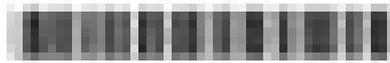
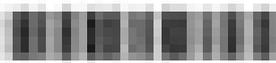


Pacific Screen Products, Inc.

Invoice

Invoice #	1000000000
Location	1000000000
Date	01/01/01
Page	1 of 1

1000000000
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1000000000
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JESSE C
 KENNY ALCANTARA

Product Code	Product Name	Quantity	Unit Price	Total Price	Tax	Net Total	Shipping
1000000000	1000000000	1000	1000.00	1000.00	0.00	1000.00	0.00
Total							1000.00

1000000000
 1000000000
 1000000000



These are the only terms. These terms are subject to the terms and conditions of the Pacific Screen Products, Inc. Terms and Conditions of Sale. If there is any conflict between these terms and conditions and the terms and conditions of the Pacific Screen Products, Inc. Terms and Conditions of Sale, the terms and conditions of the Pacific Screen Products, Inc. Terms and Conditions of Sale shall prevail.

Product Code	Product Name	Quantity	Unit Price	Total Price	Tax	Net Total	Shipping
1000000000	1000000000	1000	1000.00	1000.00	0.00	1000.00	0.00
Total							1000.00

1000000000
 1000000000
 1000000000



Tycoosa Systems Products, Inc. Credit Memo

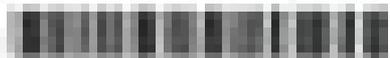
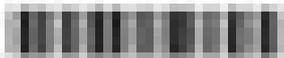
TYCOOSA
SYSTEMS
PRODUCTS, INC.

Tycoosa Systems Products, Inc.

Tycoosa Systems Products, Inc.
20000 Highway 100
P.O. Box 10000
Dallas, Texas 75220-1000

PAUL M

REVISED BY	XXXXXXXXXX
DATE	05/15/00
TIME	1:01 PM



DATE: 05/15/00
 TIME: 1:01 PM
 DATE OF ORIGINAL TRANSACTION: 05/15/00
 TIME OF ORIGINAL TRANSACTION: 1:01 PM
 DATE OF CREDIT: 05/15/00
 TIME OF CREDIT: 1:01 PM

DATE OF ORIGINAL TRANSACTION: 05/15/00
 TIME OF ORIGINAL TRANSACTION: 1:01 PM
 DATE OF CREDIT: 05/15/00
 TIME OF CREDIT: 1:01 PM

DATE	TIME	DESCRIPTION	AMOUNT	CREDIT	DEBIT	BALANCE
05/15/00	1:01 PM	PAUL M	100.00			100.00
05/15/00	1:01 PM	PAUL M		100.00		0.00
TOTAL						

AMOUNT:
 TOTAL CREDIT:
 TOTAL DEBIT:

RECEIVED
PAUL M
05/15/00

00397256

This is a credit memo. It is not a bill of lading or receipt. It is issued by Tycoosa Systems Products, Inc. to the customer. It is not a bill of lading or receipt. It is issued by Tycoosa Systems Products, Inc. to the customer.

DATE	TIME	DESCRIPTION	AMOUNT	CREDIT	DEBIT	BALANCE
05/15/00	1:01 PM	PAUL M	100.00			100.00
05/15/00	1:01 PM	PAUL M		100.00		0.00
TOTAL						

DATE OF CREDIT: 05/15/00
 TIME OF CREDIT: 1:01 PM
 DATE OF ORIGINAL TRANSACTION: 05/15/00
 TIME OF ORIGINAL TRANSACTION: 1:01 PM



T-Mobile Service Products, Inc.

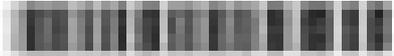
Invoice

Invoice #	1000000000
Invoice Date	01/01/2020
Bill To	123456789
Phone	123-456-7890

PAUL M

[Redacted Billing Information]

Service Area: [Redacted]
Address: [Redacted]
City: [Redacted]
State: [Redacted]



Item 1000000000
Description: [Redacted]
Quantity: 1
Unit Price: \$100.00
Total: \$100.00

Item 1000000000
Description: [Redacted]
Quantity: 1
Unit Price: \$100.00
Total: \$100.00

Item	Description	Quantity	Unit Price	Total	Tax	Fee	Service
1000000000	[Redacted]	1	\$100.00	\$100.00			
1000000000	[Redacted]	1	\$100.00	\$100.00			

Subtotal: \$200.00
Tax: \$10.00
Total: \$210.00

Subtotal: \$200.00
Tax: \$10.00
Total: \$210.00



00397257

Small print text at the bottom of the page.

Item	Description	Quantity	Unit Price	Total	Tax	Fee	Service
1000000000	[Redacted]	1	\$100.00	\$100.00			
1000000000	[Redacted]	1	\$100.00	\$100.00			

Additional text and terms at the bottom of the page.



Tacoma Snow Products, Inc.

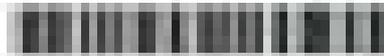
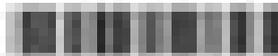
Invoice

Invoice #	1000000000
Invoice Date	10/10/2020
Invoice To	1000000000
Invoice From	1000000000

**JESSE C
KENNY ALCANTARA**

Company Name

Tacoma Snow Products, Inc.
1000000000
1000000000
1000000000



TO:

1000000000
1000000000
1000000000
1000000000
1000000000

FROM:

1000000000
1000000000
1000000000
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1000000000

Invoice #	Invoice Date	Invoice To	Invoice From	Invoice To	Invoice From	Invoice To	Invoice From	Invoice To	Invoice From
1000000000	10/10/2020	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000
1000000000	10/10/2020	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000
1000000000	10/10/2020	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000
1000000000	10/10/2020	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000



These are the final rates. No further adjustments will be made to this invoice. If you have any questions, please call us at 1000000000.

Invoice #	Invoice Date	Invoice To	Invoice From	Invoice To	Invoice From	Invoice To	Invoice From	Invoice To	Invoice From
1000000000	10/10/2020	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000	1000000000

ACCOUNTS RECEIVABLE DEPARTMENT
1000000000

00397433



Toshiba Store Products, Inc.

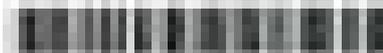
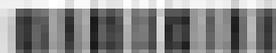
Invoice

Invoice #	1000011
Invoice Date	09/09/2010
Page	1 of 1

JESSE C
KENNY ALCANTARA

Product Name: [Redacted]

Product Description: [Redacted]



TO:

000000
CITY OF SEATTLE TRANSPORTATION
ATTN: SUPERVISOR ACUTE SERVICE
PO BOX 34998
SEATTLE WA 98194-0998

TO:

CITY OF SEATTLE TRANSPORTATION
SUPERVISOR ACUTE SERVICE
ATTN: SUPERVISOR ACUTE SERVICE
PO BOX 34998
SEATTLE WA 98194-0998

Product Name	Quantity	Unit Price	Amount	Tax	Total
000000 CITY OF SEATTLE TRANSPORTATION ATTN: SUPERVISOR ACUTE SERVICE PO BOX 34998 SEATTLE WA 98194-0998	100	100	10000	0	10000
000000 CITY OF SEATTLE TRANSPORTATION ATTN: SUPERVISOR ACUTE SERVICE PO BOX 34998 SEATTLE WA 98194-0998	100	100	10000	0	10000
000000 CITY OF SEATTLE TRANSPORTATION ATTN: SUPERVISOR ACUTE SERVICE PO BOX 34998 SEATTLE WA 98194-0998	100	100	10000	0	10000

RECEIVED
SEP 15 2010
TOSHIBA STORE PRODUCTS

00397435

Thank you for your order. Please note that all items are shipped via Federal Express Priority Mail. To learn more about shipping options, or to schedule a delivery, please call 1-800-828-8282 or visit our website at www.toshiba-store.com. We appreciate your order and your business.

Product Name	Quantity	Unit Price	Amount	Tax	Total
000000 CITY OF SEATTLE TRANSPORTATION ATTN: SUPERVISOR ACUTE SERVICE PO BOX 34998 SEATTLE WA 98194-0998	100	100	10000	0	10000

Product Name: [Redacted]



Tacoma Screw Products, Inc.

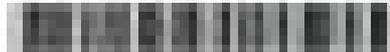
Invoice

Invoice #	10000000
Invoice Date	04/01/2010
Invoice To	City of Seattle
Invoice From	Tacoma Screw Products, Inc.

10000000

**JESSE C
KENNY ALCANTARA**

Tacoma Screw Products, Inc.
10000000
10000000



TO: **CITY OF SEATTLE TRANSPORTATION**
CITY OF SEATTLE TRANSPORTATION
ATTN: SUPERVISOR ADITYA PANDIT
PHONE 206-462-4000
SEATTLE, WA 98108-4000

FROM: **CITY OF SEATTLE TRANSPORTATION**
PHONE 206-462-4000
ATTN: SUPERVISOR ADITYA PANDIT
PHONE 206-462-4000
SEATTLE, WA 98108

00397438

Product Description	Quantity	Unit	Price	Total	Tax	Net Total
...

Terms: Net 30
 Payment Due: 04/30/2010
 Payment To: Tacoma Screw Products, Inc.
 PO Box 1000000
 Seattle, WA 98108



These are the only terms. These terms shall apply to all orders placed with Tacoma Screw Products, Inc. in the state of Washington or any other state. If there is any conflict between these terms and any other terms, these terms shall prevail. All prices are in US dollars. All quantities are in US units.

Product Description	Quantity	Unit	Price	Total	Tax	Net Total
...

ALLEGEDLY, THE CITY OF SEATTLE TRANSPORTATION
 SUPERVISOR ADITYA PANDIT
 PHONE 206-462-4000



Taco John's Products, Inc.

Invoice

Invoice #	10000001
Invoice Date	08/08/2014
DATE	08/08/2014
TIME	1:07:11

Customer Name: [Redacted]

JESSE C
KENNY ALCANTARA

Address: [Redacted]



TO: [Redacted]
 CITY OF SEATTLE TRANSPORTATION
 ATTN: SUPERVISOR ADCTG MANAGER
 4000 5TH AVE
 SEATTLE, WA 98104-0000

TO: [Redacted]
 CITY OF SEATTLE TRANSPORTATION
 PHONE & MAILROOM
 ATTN: JESSE C ALCANTARA
 4000 AIRPORT BLVD SOUTH
 SEATTLE, WA 98108

Product Description	Quantity	Unit Price	Quantity	Unit Price	Quantity	Unit Price	Quantity	Unit Price
[Redacted]	1000	0.00	1000	0.00	1000	0.00	1000	0.00

Net Total: [Redacted]

RECEIVED
 AUG 15 2014
 [Redacted]

00397439

THIS IS AN UNOFFICIAL TRANSCRIPTION OF A DOCUMENT RECEIVED BY THE OFFICE OF THE CLERK OF SUPERIOR COURT IN THE COUNTY OF KING, WASHINGTON. IT IS NOT A COURT ORDER OR A COURT DECISION. IT IS NOT A COURT REPORT. IT IS NOT A COURT TRANSCRIPT. IT IS NOT A COURT RECORD. IT IS NOT A COURT FILE. IT IS NOT A COURT DOCKET. IT IS NOT A COURT JOURNAL. IT IS NOT A COURT OPINION. IT IS NOT A COURT ORDER. IT IS NOT A COURT DECISION. IT IS NOT A COURT REPORT. IT IS NOT A COURT TRANSCRIPT. IT IS NOT A COURT RECORD. IT IS NOT A COURT FILE. IT IS NOT A COURT DOCKET. IT IS NOT A COURT JOURNAL. IT IS NOT A COURT OPINION.

Product Description	Quantity	Unit Price	Quantity	Unit Price	Quantity	Unit Price	Quantity	Unit Price
[Redacted]	1000	0.00	1000	0.00	1000	0.00	1000	0.00



Tennessee Screen Products, Inc.

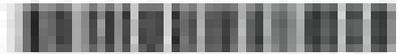
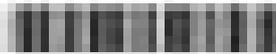
Invoice

Invoice #	10001100
Invoice Date	08/19/2010
Invoice To	City of Seattle
Invoice From	Tennessee Screen Products, Inc.

ANGIE E
KEN EWALT

10001100

Tennessee Screen Products, Inc.
10001100
10001100



Bill To

CITY OF SEATTLE TRANSPORTATION
ATTN: SUPERVISOR ACCTG-BUSINESS
PO BOX 34000
SEATTLE, WA 98124-4000

Ship To

CITY OF SEATTLE TRANSPORTATION
ATTN: SUPERVISOR ACCTG-BUSINESS
SEATTLE, WA 98124-4000

00397440

Product Description	Quantity	Unit	Price	Total
...

10001100
City of Seattle
10001100

RECEIVED
AUG 19 2010
CITY OF SEATTLE

Thank you for your order. Please note that all items are subject to Tennessee Screen Products, Inc.'s Terms of Sale and business printed. Billing should be sent to the address on file with us. If you have any questions, please call (800) 333-3333 or (423) 333-3333. We appreciate your order and your business.

Product Description	Quantity	Unit	Price	Total
...

10001100
City of Seattle
10001100

West Coast Wire Rope & Rigging Inc.

USE TAX: \$0.01

INVOICE

Branch: 20

2900 NW 29th Avenue
 PORTLAND, OR 97210
 USA

PHONE: 503-228-9353
 FAX: 503-228-2435
 EMAIL: AR@WCWR.COM

INVOICE	
5512950	
Invoice Date	Page
7/13/2020 08:48:55	1 of 2
ORDER NUMBER	
1627433	

**Angie E
 Melissa Paulus**

SDOT - STREET MAINTENANCE [E]
 PO BOX 34996
 700 5TH AVE STE 3900
 SEATTLE, WA 98124-4996

Ship To:
 SDOT
 WILL CALL WCWR-SEATTLE
 SEATTLE, WA 98108
 USA

RECEIVED
 By Pinky Papa at 7:30 am, Jul 14, 2020

Customer ID: 18831

Term Description	Net Due Date	Disc Due Date	Discount Amount	Resale Certificate
NET 30	8/12/2020	8/12/2020	0.00	NONE

Order Date	Pick Ticket No	PO Number	Sales Rep
2/8/2000 09:09:31	3513665	TRK28	BENR

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Shipped	Remaining	UOM Unit Size	Disp.				

Delivery Instructions: JOE 206-423-5687

Carrier: WILL CALL

Tracking #:

Ordered	Shipped	Remaining	UOM	Unit Size	Disp.	Item ID	Item Description	Pricing	UOM	Unit Size	Unit Price	Extended Price
1.000	1.000	0.000	EA			CH012	1/2 CHAIN ASSEMBLY	EA			189.0500	189.05
					1.0		1/2X5' CUT OF GR 100 W/ GRAB HOOK ONE END AND A SLING HOOK THE OTHER,			1.0		
1.000	1.000	0.000	EA			SPA034D	3/4 SCREW PIN ANCHOR SHACKLE GALV DOM	EA			25.7500	25.75
					1.0		4-3/4 TON WLL			1.0		
1.000	1.000	0.000	EA			SPA1D	1 SCREW PIN ANCHOR SHACKLE GALV DOM	EA			48.8500	48.85
					1.0		8-1/2 TON WLL			1.0		
1.000	1.000	0.000	EA			WR0341LEGD	3/4 SINGLE LEG ASSEMBLY	EA			53.5000	53.50
					1.0		Wire length 3/4 X 3FT 6IN (MIN SLING LENGTH) W/ STANDARD EYES			1.0		

00398982

ALL WIRE ROPE IS OF IMPORT ORIGIN UNLESS OTHERWISE SPECIFIED. ALL CLAIMS MUST BE UPON RECEIPT OF MERCHANDISE. NO UNAUTHORIZED RETURNS WILL BE ACCEPTED. NO REPRESENTATIONS OR WARRANTIES ARE MADE UNLESS SPECIFICALLY SET FORTH HERE IN WRITING. ALL RETURNS ARE SUBJECT TO OUR INSPECTION AND WE RESERVE THE RIGHT TO IMPOSE A 20% RESTOCKING CHARGE. WEST COAST WIRE ROPE ASSUMES NO RESPONSIBILITY FOR THE USE OR MISAPPLICATION OF ANY PRODUCTS SOLD BY THIS FIRM. OUR PRODUCTS ARE SOLD WITH THE EXPRESS UNDERSTANDING THAT THE PURCHASER OR USER IS THOROUGHLY FAMILIAR WITH THE CORRECT APPLICATION AND PROPER USE FOR WHICH IT IS BEING PURCHASED. WEST COAST WIRE ROPE IS NOT RESPONSIBLE FOR CUSTOMER SUPPLIED MATERIALS. WE RESERVE THE RIGHT TO IMPOSE A 1 1/2% (18% PER ANNUM) FINANCE CHARGE ON ALL PAST DUE INVOICES. FINANCE CHARGES WILL NOT BE INVOICED SEPARATELY. FABRICATED AND SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CHARGES ARE IN US DOLLARS.

*** REPRINT ***

West Coast Wire Rope & Rigging Inc.

INVOICE

Branch: 20

2900 NW 29th Avenue
PORTLAND, OR 97210
USA

PHONE: 503-228-9353
FAX: 503-228-2435
EMAIL: AR@WCWR.COM

INVOICE	
5512950	
Invoice Date	Page
7/13/2020 08:48:55	2 of 2
ORDER NUMBER	
1627433	

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>		
<i>Ordered</i>	<i>Shipped</i>	<i>Remaining</i>	<i>UOM</i>	<i>Disp.</i>	<i>Item Description</i>	<i>UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
			<i>Unit Size</i>			<i>Unit Size</i>		

Total Lines: 4

SUB-TOTAL: 317.15
TAX: 32.02
AMOUNT DUE: 349.17

ALL WIRE ROPE IS OF IMPORT ORIGIN UNLESS OTHERWISE SPECIFIED. ALL CLAIMS MUST BE UPON RECEIPT OF MERCHANDISE. NO UNAUTHORIZED RETURNS WILL BE ACCEPTED. NO REPRESENTATIONS OR WARRANTIES ARE MADE UNLESS SPECIFICALLY SET FORTH HERE IN WRITING. ALL RETURNS ARE SUBJECT TO OUR INSPECTION AND WE RESERVE THE RIGHT TO IMPOSE A 20% RESTOCKING CHARGE. WEST COAST WIRE ROPE ASSUMES NO RESPONSIBILITY FOR THE USE OR MISAPPLICATION OF ANY PRODUCTS SOLD BY THIS FIRM. OUR PRODUCTS ARE SOLD WITH THE EXPRESS UNDERSTANDING THAT THE PURCHASER OR USER IS THOROUGHLY FAMILIAR WITH THE CORRECT APPLICATION AND PROPER USE FOR WHICH IT IS BEING PURCHASED. WEST COAST WIRE ROPE IS NOT RESPONSIBLE FOR CUSTOMER SUPPLIED MATERIALS. WE RESERVE THE RIGHT TO IMPOSE A 1 1/2% (18% PER ANNUM) FINANCE CHARGE ON ALL PAST DUE INVOICES. FINANCE CHARGES WILL NOT BE INVOICED SEPARATELY. FABRICATED AND SPECIAL ORDER ITEMS ARE NOT RETURNABLE. ALL CHARGES ARE IN US DOLLARS.

*** REPRINT ***



505 South Lander St, Seattle, WA 98134 USA
 O: 206-264-0808 • TF: 888-823-0808 • F: 206-264-4921
sales@westernsafety.com • ar@westernsafety.com
www.westernsafety.com

Invoice

Invoice Number : **193082-1**
 Invoice Date : 07/06/2020
 Customer# : 2517
 Customer PO : 3340-TR#K20
 Ordered By : Billy Britt
 Job/Rel# :
 Entered By : Steve Woinowsky
 Terms : 1%30 Net 31 Seattle Gov
 Date Signed: 07/06/2020
 Ship Via : WILL CALL
 Ship Acct# :
 FOB : ORIGIN

Bill to: SDOT AP
 PO Box 34996
 Seattle, WA 98124-4996

PAUL M

Phone: (206) 684-5293 Fax: (206) 684-3635
 Ship to: Seattle DOT
 Will Call/MILDRED SLADE
 Seattle, WA 98134

TERMS & CONDITIONS: Only Check, ACH, or Wire Transfer accepted for Net 30 Terms. Quotes Valid for 30 days unless otherwise stated. 1% per month service charge on all past due accounts.
RETURNS: No returns, refunds or exchanges on special order items. No refund or credit after 20 days. 20-30% restocking fee for cancellation or return, depending on manufacturer.

Phone: (206) 604-6535 Fax: (206) 684-3635

Customer/Order Instructions

NO RETURNS ON ORDERS DURING COVID 19

Line	Order	Ship	B/O	U/M	Item #	Description	Price	Extension
0001	2	2	0	EA	H-1413	Steel Ratchet Load Bar - Rubber Ends, 87 - 119"	67.85	135.70

RECEIVED
 By wongd at 9:25 am, Jul 07, 2020

00398635

SubTotal **135.70**

Printed Name: Billy britt

Tax **13.71**

Thank you for your business!

Total USD **149.41**



00398281

Invoice

505 South Lander St, Seattle, WA 98134 USA
O: 206-264-0808 • TF: 888-823-0808 • F: 206-264-4921
sales@westernsafety.com • ar@westernsafety.com
www.westernsafety.com

PAUL M

Invoice Number : **192886-1**
Invoice Date : 06/29/2020
Customer# : 2517
Customer PO : 3340-TR#K20
Ordered By : Billy Britt
Job/Rel# :
Entered By : Steve Woinowsky
Terms : 1%30 Net 31 Seattle Gov
Date Signed: 06/29/2020
Ship Via : WILL CALL
Ship Acct# :
FOB : ORIGIN

Bill to: SDOT AP
PO Box 34996
Seattle, WA 98124-4996

Phone: (206) 684-5293 Fax: (206) 684-3635
Ship to: Seattle DOT
Will Call/MILDRED SLADE
Seattle, WA 98134

TERMS & CONDITIONS: Only Check, ACH, or Wire Transfer accepted for Net 30 Terms. Quotes Valid for 30 days unless otherwise stated. 1% per month service charge on all past due accounts.
RETURNS: No returns, refunds or exchanges on special order items. No refund or credit after 20 days. 20-30% restocking fee for cancellation or return, depending on manufacturer.

Phone: (206) 604-6535 Fax: (206) 684-3635

Customer/Order Instructions

NO RETURNS ON ORDERS DURING COVID 19

Line	Order	Ship	B/O	U/M	Item #	Description	Price	Extension
0001	2	2	0	EA	H-1413	Steel Ratchet Load Bar - Rubber Ends, 87 - 119"	67.85	135.70

RECEIVED
By wongd at 10:23 am, Jun 30, 2020

SubTotal 135.70

Printed Name: Billy britt

Tax 13.71

Thank you for your business!

Total USD 149.41

Activity	Task	Usage Type	Item	Description	Usage	Units	Rate	Total Cost
TM-Mtc		Labor	12180	(FIEI Rate x 1.0		8 Hours	81.6399	653.1192
TM-Mtc		Labor	12180	(FIEI Rate x 2.0		4 Hours	163.2797	653.1188
TM-Mtc		Labor	12180	(FIEI Rate x 1.0		8 Hours	81.6399	653.1192
TM-Mtc		Labor	12180	(FIEI Rate x 2.0		4 Hours	163.2797	653.1188
TM-Mtc		Labor	12180	(FIEI Rate x 1.0		8 Hours	81.6399	653.1192
TM-Mtc		Labor	12180	(FIEI Rate x 2.0		4 Hours	163.2797	653.1188
TM-Mtc		Labor	12180	(FIEI Rate x 1.0		2 Hours	81.6399	163.2798
TM-Mtc		Labor	12180	(FIEI Rate x 2.0		0.5 Hours	163.2797	81.6398
TM-Mtc		Labor	12180	(FIEI Rate x 2.0		0.5 Hours	163.2797	81.6398
TM-Mtc		Labor	12180	(FIEI Rate x 1.0		8 Hours	81.6399	653.1192
TM-Mtc		Labor	12180	(FIEI Rate x 1.0		8 Hours	81.6399	653.1192
TM-Mtc		Labor	12180	(FIEI Rate x 2.0		3.75 Hours	163.2797	612.2989
TM-Mtc		Labor	12180	(FIEI Rate x 1.0		8 Hours	81.6399	653.1192
TM-Mtc		Labor	12180	(FIEI Rate x 1.0		8 Hours	81.6399	653.1192
TM-Mtc		Labor	12180	(FIEI Rate x 2.0		2.25 Hours	163.2797	367.3793
TM-Mtc		Labor	12180	(FIEI Rate x 1.0		8 Hours	81.6399	653.1192
TM-Mtc		Labor	12180	(FIEI Rate x 2.0		1 Hours	163.2797	163.2797
TM-Mtc		Labor	70620	(BLA Rate x 1.0		8 Hours	96.0742	768.5936
TM-Mtc		Labor	70620	(BLA Rate x 2.0		2 Hours	192.1485	384.297
TM-Mtc		Labor	70620	(BLA Rate x 1.0		8 Hours	96.0742	768.5936
TM-Mtc		Labor	70620	(BLA Rate x 2.0		4 Hours	192.1485	768.594
TM-Mtc		Labor	70620	(BLA Rate x 1.0		8 Hours	96.0742	768.5936
TM-Mtc		Labor	70620	(BLA Rate x 2.0		4 Hours	192.1485	768.594
TM-Mtc		Labor	70620	(BLA Rate x 1.0		5.5 Hours	96.0742	528.4081
TM-Mtc		Labor	70620	(BLA Rate x 1.0		8 Hours	96.0742	768.5936
TM-Mtc		Labor	70620	(BLA Rate x 1.0		8 Hours	96.0742	768.5936
TM-Mtc		Labor	70620	(BLA Rate x 2.0		4 Hours	192.1485	768.594
TM-Mtc		Labor	70620	(BLA Rate x 2.0		4 Hours	192.1485	768.594
TM-Mtc		Labor	70620	(BLA Rate x 2.0		11.5 Hours	192.1485	2209.708
TM-Mtc		Labor	70620	(BLA Rate x 2.0		12 Hours	192.1485	2305.782
TM-Mtc		Labor	70620	(BLA Rate x 1.0		8 Hours	96.0742	768.5936
TM-Mtc		Labor	70620	(BLA Rate x 2.0		3.25 Hours	192.1485	624.4826
TM-Mtc		Labor	70620	(BLA Rate x 1.0		8 Hours	96.0742	768.5936
TM-Mtc		Labor	70620	(BLA Rate x 2.0		2.5 Hours	192.1485	480.3712
TM-Mtc		Labor	70620	(BLA Rate x 2.0		2.5 Hours	192.1485	480.3712
TM-Mtc		Labor	70620	(BLA Rate x 1.0		2 Hours	96.0742	192.1484
TM-Mtc		Labor	70620	(BLA Rate x 1.0		2.5 Hours	96.0742	240.1855
TM-Mtc		Labor	70620	(BLA Rate x 2.0		2.25 Hours	192.1485	432.3341
TM-Mtc		Labor	70620	(BLA Rate x 2.0		2.5 Hours	192.1485	480.3712
TM-Mtc		Labor	70620	(BLA Rate x 2.0		8 Hours	192.1485	1537.188
TM-Mtc		Labor	70620	(BLA Rate x 1.0		8 Hours	96.0742	768.5936
TM-Mtc		Labor	70620	(BLA Rate x 2.0		3.75 Hours	192.1485	720.5569
TM-Mtc		Labor	70620	(BLA Rate x 1.0		8 Hours	96.0742	768.5936
TM-Mtc		Labor	70620	(BR\ Rate x 1.0		8 Hours	96.0742	768.5936
TM-Mtc		Labor	70620	(BR\ Rate x 2.0		4 Hours	192.1485	768.594
TM-Mtc		Labor	70620	(BR\ Rate x 1.0		8 Hours	96.0742	768.5936

TM-Mtc	Labor	70620 (BR\ Rate x 2.0	4 Hours	192.1485	768.594
TM-Mtc	Labor	70620 (BR\ Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70620 (BR\ Rate x 2.0	4 Hours	192.1485	768.594
TM-Mtc	Labor	70620 (BR\ Rate x 1.0	6 Hours	96.0742	576.4452
TM-Mtc	Labor	70620 (BR\ Rate x 2.0	0.5 Hours	192.1485	96.0742
TM-Mtc	Labor	70620 (BR\ Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70620 (BR\ Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70620 (BR\ Rate x 2.0	4 Hours	192.1485	768.594
TM-Mtc	Labor	70620 (BR\ Rate x 2.0	4 Hours	192.1485	768.594
TM-Mtc	Labor	70620 (BR\ Rate x 2.0	11.5 Hours	192.1485	2209.708
TM-Mtc	Labor	70620 (BR\ Rate x 2.0	11.5 Hours	192.1485	2209.708
TM-Mtc	Labor	70620 (BR\ Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70620 (BR\ Rate x 2.0	3.25 Hours	192.1485	624.4826
TM-Mtc	Labor	70620 (BR\ Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70620 (BR\ Rate x 2.0	2.5 Hours	192.1485	480.3712
TM-Mtc	Labor	70620 (BR\ Rate x 2.0	2.5 Hours	192.1485	480.3712
TM-Mtc	Labor	70620 (BR\ Rate x 1.0	2 Hours	96.0742	192.1484
TM-Mtc	Labor	70620 (BR\ Rate x 2.0	2.5 Hours	192.1485	480.3712
TM-Mtc	Labor	70620 (BR\ Rate x 2.0	8 Hours	192.1485	1537.188
TM-Mtc	Labor	70620 (BR\ Rate x 2.0	8 Hours	192.1485	1537.188
TM-Mtc	Labor	70620 (BR\ Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70620 (BR\ Rate x 2.0	3.75 Hours	192.1485	720.5569
TM-Mtc	Labor	70620 (BR\ Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70620 (BR\ Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70620 (BR\ Rate x 2.0	2.25 Hours	192.1485	432.3341
TM-Mtc	Labor	70620 (BR\ Rate x 2.0	2 Hours	192.1485	384.297
TM-Mtc	Labor	70620 (BR\ Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70620 (BR\ Rate x 2.0	2 Hours	192.1485	384.297
TM-Mtc	Labor	70620 (BU\ Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70620 (BU\ Rate x 2.0	2.25 Hours	192.1485	432.3341
TM-Mtc	Labor	70620 (BU\ Rate x 2.0	6.5 Hours	192.1485	1248.965
TM-Mtc	Labor	70620 (BU\ Rate x 2.0	1 Hours	192.1485	192.1485
TM-Mtc	Labor	70620 (BU\ Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70620 (BU\ Rate x 2.0	2 Hours	192.1485	384.297
TM-Mtc	Labor	70620 (EAC Rate x 2.0	11.5 Hours	192.1485	2209.708
TM-Mtc	Labor	70620 (EAC Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70620 (EAC Rate x 2.0	3.5 Hours	192.1485	672.5198
TM-Mtc	Labor	70620 (FO\ Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70620 (FO\ Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70620 (FO\ Rate x 2.0	4 Hours	192.1485	768.594
TM-Mtc	Labor	70620 (FO\ Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70620 (FO\ Rate x 2.0	4 Hours	192.1485	768.594
TM-Mtc	Labor	70620 (FO\ Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70620 (FO\ Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70620 (FO\ Rate x 2.0	4 Hours	192.1485	768.594
TM-Mtc	Labor	70620 (FO\ Rate x 2.0	4 Hours	192.1485	768.594
TM-Mtc	Labor	70620 (FO\ Rate x 2.0	11.5 Hours	192.1485	2209.708

TM-Mtc	Labor	70620 (FO $\text{\$}$ Rate x 2.0	11.5 Hours	192.1485	2209.708
TM-Mtc	Labor	70620 (FO $\text{\$}$ Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70620 (FO $\text{\$}$ Rate x 2.0	3.25 Hours	192.1485	624.4826
TM-Mtc	Labor	70620 (FO $\text{\$}$ Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70620 (FO $\text{\$}$ Rate x 2.0	2.5 Hours	192.1485	480.3712
TM-Mtc	Labor	70620 (FO $\text{\$}$ Rate x 2.0	2.5 Hours	192.1485	480.3712
TM-Mtc	Labor	70620 (FO $\text{\$}$ Rate x 1.0	2 Hours	96.0742	192.1484
TM-Mtc	Labor	70620 (FO $\text{\$}$ Rate x 2.0	2.25 Hours	192.1485	432.3341
TM-Mtc	Labor	70620 (FO $\text{\$}$ Rate x 2.0	8 Hours	192.1485	1537.188
TM-Mtc	Labor	70620 (FO $\text{\$}$ Rate x 2.0	8 Hours	192.1485	1537.188
TM-Mtc	Labor	70620 (FO $\text{\$}$ Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70620 (FO $\text{\$}$ Rate x 2.0	3.75 Hours	192.1485	720.5569
TM-Mtc	Labor	70620 (FO $\text{\$}$ Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70620 (FO $\text{\$}$ Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70620 (FO $\text{\$}$ Rate x 2.0	2.25 Hours	192.1485	432.3341
TM-Mtc	Labor	70620 (FO $\text{\$}$ Rate x 2.0	2 Hours	192.1485	384.297
TM-Mtc	Labor	70620 (FO $\text{\$}$ Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70620 (FO $\text{\$}$ Rate x 2.0	2 Hours	192.1485	384.297
TM-Mtc	Labor	70622 (BEF Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70622 (BEF Rate x 2.0	4 Hours	192.1485	768.594
TM-Mtc	Labor	70622 (BEF Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70622 (BEF Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70622 (BEF Rate x 2.0	4 Hours	192.1485	768.594
TM-Mtc	Labor	70622 (BEF Rate x 2.0	4 Hours	192.1485	768.594
TM-Mtc	Labor	70622 (BEF Rate x 2.0	0.5 Hours	192.1485	96.0742
TM-Mtc	Labor	70622 (BEF Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70622 (BEF Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70622 (BEF Rate x 2.0	4 Hours	192.1485	768.594
TM-Mtc	Labor	70622 (BEF Rate x 2.0	4 Hours	192.1485	768.594
TM-Mtc	Labor	70622 (BEF Rate x 2.0	8.5 Hours	192.1485	1633.262
TM-Mtc	Labor	70622 (BEF Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70622 (BEF Rate x 2.0	3.25 Hours	192.1485	624.4826
TM-Mtc	Labor	70622 (BEF Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70622 (BEF Rate x 2.0	2.5 Hours	192.1485	480.3712
TM-Mtc	Labor	70622 (BEF Rate x 2.0	2.5 Hours	192.1485	480.3712
TM-Mtc	Labor	70622 (BEF Rate x 2.0	8 Hours	192.1485	1537.188
TM-Mtc	Labor	70622 (BEF Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70622 (BEF Rate x 2.0	1.5 Hours	192.1485	288.2228
TM-Mtc	Labor	70622 (BEF Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70622 (BEF Rate x 1.0	2 Hours	96.0742	192.1484
TM-Mtc	Labor	70622 (BEF Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70622 (BEF Rate x 2.0	2.25 Hours	192.1485	432.3341
TM-Mtc	Labor	70622 (BEF Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70622 (BEF Rate x 2.0	2 Hours	192.1485	384.297
TM-Mtc	Labor	70622 (PUI Rate x 2.0	4 Hours	192.1485	768.594
TM-Mtc	Labor	70622 (PUI Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70622 (PUI Rate x 2.0	4 Hours	192.1485	768.594

TM-Mtc	Labor	70622 (PUI Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70622 (PUI Rate x 2.0	4 Hours	192.1485	768.594
TM-Mtc	Labor	70622 (PUI Rate x 1.0	2 Hours	96.0742	192.1484
TM-Mtc	Labor	70622 (PUI Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70622 (PUI Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70622 (PUI Rate x 2.0	3.75 Hours	192.1485	720.5569
TM-Mtc	Labor	70622 (PUI Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70622 (PUI Rate x 1.0	3 Hours	96.0742	288.2226
TM-Mtc	Labor	70622 (PUI Rate x 2.0	0.5 Hours	192.1485	96.0742
TM-Mtc	Labor	70622 (PUI Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70622 (PUI Rate x 2.0	2.25 Hours	192.1485	432.3341
TM-Mtc	Labor	70622 (PUI Rate x 1.0	8 Hours	96.0742	768.5936
TM-Mtc	Labor	70622 (PUI Rate x 2.0	1 Hours	192.1485	192.1485
TM-Mtc	Labor	93017 (SEI Rate x 1.0	8 Hours	116.4915	931.932
TM-Mtc	Labor	93017 (SEI Rate x 2.0	4 Hours	232.9829	931.9316
TM-Mtc	Labor	93017 (SEI Rate x 1.0	8 Hours	116.4915	931.932
TM-Mtc	Labor	93017 (SEI Rate x 2.0	4 Hours	232.9829	931.9316
TM-Mtc	Labor	93017 (SEI Rate x 1.0	8 Hours	116.4915	931.932
TM-Mtc	Labor	93017 (SEI Rate x 2.0	5 Hours	232.9829	1164.915
TM-Mtc	Labor	93017 (SEI Rate x 1.0	8 Hours	116.4915	931.932
TM-Mtc	Labor	93017 (SEI Rate x 2.0	4 Hours	232.9829	931.9316
TM-Mtc	Labor	93017 (SEI Rate x 2.0	11.5 Hours	232.9829	2679.303
TM-Mtc	Labor	93017 (SEI Rate x 1.0	8 Hours	116.4915	931.932
TM-Mtc	Labor	93017 (SEI Rate x 2.0	3.25 Hours	232.9829	757.1944
TM-Mtc	Labor	93017 (SEI Rate x 1.0	8 Hours	116.4915	931.932
TM-Mtc	Labor	93017 (SEI Rate x 2.0	1.5 Hours	232.9829	349.4744
TM-Mtc	Labor	93017 (SEI Rate x 1.0	2.5 Hours	116.4915	291.2288
TM-Mtc	Labor	93017 (SEI Rate x 2.0	2.5 Hours	232.9829	582.4572
TM-Mtc	Labor	93017 (SEI Rate x 2.0	2.5 Hours	232.9829	582.4572
TM-Mtc	Labor	93017 (SEI Rate x 2.0	2.5 Hours	232.9829	582.4572
TM-Mtc	Labor	93017 (SEI Rate x 2.0	9.5 Hours	232.9829	2213.338
TM-Mtc	Labor	93017 (SEI Rate x 1.0	8 Hours	116.4915	931.932
TM-Mtc	Labor	93017 (SEI Rate x 2.0	3.5 Hours	232.9829	815.4402
TM-Mtc	Labor	93017 (SEI Rate x 1.0	8 Hours	116.4915	931.932
TM-Mtc	Labor	93017 (SEI Rate x 1.0	3 Hours	116.4915	349.4745
TM-Mtc	Labor	93017 (SEI Rate x 1.0	5.5 Hours	116.4915	640.7032
TM-Mtc	Labor	93017 (SEI Rate x 2.0	2.25 Hours	232.9829	524.2115
TM-Mtc	Labor	93017 (SEI Rate x 2.0	6.5 Hours	232.9829	1514.389
TM-Mtc	Labor	93017 (SEI Rate x 1.0	8 Hours	116.4915	931.932
TM-Mtc	Labor	93017 (SEI Rate x 2.0	2 Hours	232.9829	465.9658
TM-Mtc	Labor	96238 (CAF Rate x 1.0	4 Hours	87.4194	349.6776
TM-Mtc	Labor	96238 (CAF Rate x 2.0	4 Hours	174.8389	699.3556
TM-Mtc	Labor	96238 (CAF Rate x 1.0	8 Hours	87.4194	699.3552
TM-Mtc	Labor	96238 (CAF Rate x 2.0	4 Hours	174.8389	699.3556
TM-Mtc	Labor	96238 (CAF Rate x 1.0	8 Hours	87.4194	699.3552
TM-Mtc	Labor	96238 (CAF Rate x 2.0	4 Hours	174.8389	699.3556
TM-Mtc	Labor	96238 (CAF Rate x 1.0	8 Hours	87.4194	699.3552

TM-Mtc	Labor	96238 (CAF Rate x 1.0	8 Hours	87.4194	699.3552
TM-Mtc	Labor	96238 (CAF Rate x 2.0	4 Hours	174.8389	699.3556
TM-Mtc	Labor	96238 (CAF Rate x 1.0	8 Hours	87.4194	699.3552
TM-Mtc	Labor	96238 (CAF Rate x 1.0	8 Hours	87.4194	699.3552
TM-Mtc	Labor	96238 (CAF Rate x 2.0	2 Hours	174.8389	349.6778
TM-Mtc	Labor	96238 (CAF Rate x 2.0	2 Hours	174.8389	349.6778
TM-Mtc	Labor	96238 (CAF Rate x 1.0	8 Hours	87.4194	699.3552
TM-Mtc	Labor	96238 (CAF Rate x 1.0	8 Hours	87.4194	699.3552
TM-Mtc	Labor	96238 (CAF Rate x 1.0	8 Hours	87.4194	699.3552
TM-Mtc	Labor	96238 (CAF Rate x 2.0	4 Hours	174.8389	699.3556
TM-Mtc	Labor	96238 (CAF Rate x 2.0	2 Hours	174.8389	349.6778
TM-Mtc	Labor	96238 (CAF Rate x 1.0	8 Hours	87.4194	699.3552
TM-Mtc	Labor	96238 (CAF Rate x 2.0	3.25 Hours	174.8389	568.2264
TM-Mtc	Labor	96238 (CAF Rate x 1.0	8 Hours	87.4194	699.3552
TM-Mtc	Labor	96238 (CAF Rate x 2.0	2 Hours	174.8389	349.6778
TM-Mtc	Labor	96238 (ROI Rate x 2.0	4 Hours	174.8389	699.3556
TM-Mtc	Labor	96238 (ROI Rate x 2.0	4 Hours	174.8389	699.3556
TM-Mtc	Labor	96238 (ROI Rate x 2.0	4 Hours	174.8389	699.3556
TM-Mtc	Labor	96238 (ROI Rate x 2.0	0.5 Hours	174.8389	87.4194
TM-Mtc	Labor	96238 (ROI Rate x 2.0	4 Hours	174.8389	699.3556
TM-Mtc	Labor	96238 (ROI Rate x 2.0	5 Hours	174.8389	874.1945
TM-Mtc	Labor	96238 (ROI Rate x 2.0	2.5 Hours	174.8389	437.0972
TM-Mtc	Labor	96238 (ROI Rate x 2.0	2.5 Hours	174.8389	437.0972
TM-Mtc	Labor	96238 (ROI Rate x 2.0	8 Hours	174.8389	1398.711
TM-Mtc	Labor	96238 (ROI Rate x 2.0	8.5 Hours	174.8389	1486.131
TM-Mtc	Labor	96238 (ROI Rate x 1.0	8 Hours	87.4194	699.3552
TM-Mtc	Labor	96238 (ROI Rate x 2.0	3.75 Hours	174.8389	655.6459
TM-Mtc	Labor	96238 (ROI Rate x 1.0	3 Hours	87.4194	262.2582
TM-Mtc	Labor	96238 (ROI Rate x 2.0	0.5 Hours	174.8389	87.4194
TM-Mtc	Labor	96238 (ROI Rate x 1.0	8 Hours	87.4194	699.3552
TM-Mtc	Labor	96238 (ROI Rate x 2.0	2.25 Hours	174.8389	393.3875
TM-Mtc	Labor	96238 (ROI Rate x 1.0	8 Hours	87.4194	699.3552
TM-Mtc	Labor	96238 (ROI Rate x 2.0	1 Hours	174.8389	174.8389
TM-Mtc	Labor	97718 (EAS Rate x 2.0	4 Hours	163.2797	653.1188
TM-Mtc	Labor	97718 (EAS Rate x 2.0	4 Hours	163.2797	653.1188
TM-Mtc	Labor	97718 (EAS Rate x 2.0	1.5 Hours	163.2797	244.9196
TM-Mtc	Labor	97718 (EAS Rate x 1.0	8 Hours	81.6399	653.1192
TM-Mtc	Labor	97718 (EAS Rate x 2.0	8.75 Hours	163.2797	1428.697
TM-Mtc	Labor	97718 (EAS Rate x 1.0	8 Hours	81.6399	653.1192
TM-Mtc	Labor	97718 (EAS Rate x 2.0	2.25 Hours	163.2797	367.3793
TM-Mtc	Labor	97718 (EAS Rate x 1.0	8 Hours	81.6399	653.1192
TM-Mtc	Labor	97718 (EAS Rate x 2.0	1 Hours	163.2797	163.2797
TM-Mtc	Vehicle	31821 COMPACT I	10.25	6.19	63.4475
TM-Mtc	Vehicle	33458 PICKUP - 10	2	9.98	19.96
TM-Mtc	Vehicle	34234 PICKUP - 4)	4	12.35	49.4
TM-Mtc	Vehicle	34234 PICKUP - 4)	8	12.35	98.8
TM-Mtc	Vehicle	34234 PICKUP - 4)	12	12.35	148.2

TM-Mtc	Vehicle	34234 PICKUP - 4)	12	12.35	148.2
TM-Mtc	Vehicle	34234 PICKUP - 4)	13	12.35	160.55
TM-Mtc	Vehicle	34234 PICKUP - 4)	12	12.35	148.2
TM-Mtc	Vehicle	34234 PICKUP - 4)	12	12.35	148.2
TM-Mtc	Vehicle	34234 PICKUP - 4)	11.25	12.35	138.9375
TM-Mtc	Vehicle	34234 PICKUP - 4)	9.5	12.35	117.325
TM-Mtc	Vehicle	34234 PICKUP - 4)	2.5	12.35	30.875
TM-Mtc	Vehicle	34234 PICKUP - 4)	2.5	12.35	30.875
TM-Mtc	Vehicle	34234 PICKUP - 4)	2.5	12.35	30.875
TM-Mtc	Vehicle	34234 PICKUP - 4)	2.5	12.35	30.875
TM-Mtc	Vehicle	34234 PICKUP - 4)	9.5	12.35	117.325
TM-Mtc	Vehicle	34234 PICKUP - 4)	11.5	12.35	142.025
TM-Mtc	Vehicle	34234 PICKUP - 4)	8	12.35	98.8
TM-Mtc	Vehicle	34234 PICKUP - 4)	3	12.35	37.05
TM-Mtc	Vehicle	34234 PICKUP - 4)	5.5	12.35	67.925
TM-Mtc	Vehicle	34234 PICKUP - 4)	2.25	12.35	27.7875
TM-Mtc	Vehicle	34234 PICKUP - 4)	8	12.35	98.8
TM-Mtc	Vehicle	34234 PICKUP - 4)	2	12.35	24.7
TM-Mtc	Vehicle	30919 PICKUP - SF	4	12.66	50.64
TM-Mtc	Vehicle	30919 PICKUP - SF	4	12.66	50.64
TM-Mtc	Vehicle	30919 PICKUP - SF	1.5	12.66	18.99
TM-Mtc	Vehicle	30920 PICKUP - SF	4	12.66	50.64
TM-Mtc	Vehicle	30920 PICKUP - SF	4	12.66	50.64
TM-Mtc	Vehicle	30920 PICKUP - SF	4	12.66	50.64
TM-Mtc	Vehicle	30920 PICKUP - SF	0.5	12.66	6.33
TM-Mtc	Vehicle	30920 PICKUP - SF	4	12.66	50.64
TM-Mtc	Vehicle	30920 PICKUP - SF	11.5	12.66	145.59
TM-Mtc	Vehicle	30920 PICKUP - SF	5	12.66	63.3
TM-Mtc	Vehicle	30920 PICKUP - SF	2.5	12.66	31.65
TM-Mtc	Vehicle	30920 PICKUP - SF	2.5	12.66	31.65
TM-Mtc	Vehicle	30920 PICKUP - SF	8	12.66	101.28
TM-Mtc	Vehicle	30920 PICKUP - SF	8.5	12.66	107.61
TM-Mtc	Vehicle	34233 PICKUP - SE	8	20.84	166.72
TM-Mtc	Vehicle	34233 PICKUP - SE	2.25	20.84	46.89
TM-Mtc	Vehicle	34233 PICKUP - SE	10	20.84	208.4
TM-Mtc	Vehicle	30881 PICKUP - SE	10.5	20.84	218.82
TM-Mtc	Vehicle	30881 PICKUP - SE	4	20.84	83.36
TM-Mtc	Vehicle	30881 PICKUP - SE	8	20.84	166.72
TM-Mtc	Vehicle	30881 PICKUP - SE	2.25	20.84	46.89
TM-Mtc	Vehicle	30921 TRUCK - FL	10	24	240
TM-Mtc	Vehicle	30921 TRUCK - FL	12	24	288
TM-Mtc	Vehicle	30921 TRUCK - FL	5.5	24	132
TM-Mtc	Vehicle	30921 TRUCK - FL	11.5	24	276
TM-Mtc	Vehicle	30921 TRUCK - FL	12	24	288
TM-Mtc	Vehicle	30921 TRUCK - FL	11.5	24	276
TM-Mtc	Vehicle	30921 TRUCK - FL	11.5	24	276
TM-Mtc	Vehicle	30921 TRUCK - FL	11.25	24	270

TM-Mtc	Vehicle	30921 TRUCK - FL	6.5	24	156
TM-Mtc	Vehicle	30921 TRUCK - FL	1	24	24
TM-Mtc	Vehicle	32264 TRUCK - FL	4	24	96
TM-Mtc	Vehicle	32264 TRUCK - FL	8	24	192
TM-Mtc	Vehicle	32264 TRUCK - FL	12	24	288
TM-Mtc	Vehicle	32264 TRUCK - FL	12	24	288
TM-Mtc	Vehicle	32264 TRUCK - FL	2.5	24	60
TM-Mtc	Vehicle	32264 TRUCK - FL	8	24	192
TM-Mtc	Vehicle	32265 TRUCK - FL	12	24	288
TM-Mtc	Vehicle	32265 TRUCK - FL	12	24	288
TM-Mtc	Vehicle	32265 TRUCK - FL	12	24	288
TM-Mtc	Vehicle	32265 TRUCK - FL	0.5	24	12
TM-Mtc	Vehicle	32265 TRUCK - FL	6	24	144
TM-Mtc	Vehicle	32265 TRUCK - FL	12	24	288
TM-Mtc	Vehicle	32265 TRUCK - FL	11.5	24	276
TM-Mtc	Vehicle	32265 TRUCK - FL	11.5	24	276
TM-Mtc	Vehicle	32265 TRUCK - FL	11.5	24	276
TM-Mtc	Vehicle	32265 TRUCK - FL	11.25	24	270
TM-Mtc	Vehicle	32265 TRUCK - FL	2.5	24	60
TM-Mtc	Vehicle	32265 TRUCK - FL	8	24	192
TM-Mtc	Vehicle	32265 TRUCK - FL	8	24	192
TM-Mtc	Vehicle	32265 TRUCK - FL	2	24	48
TM-Mtc	Vehicle	32265 TRUCK - FL	10	24	240
TM-Mtc	Vehicle	32266 TRUCK - FL	4	24	96
TM-Mtc	Vehicle	32266 TRUCK - FL	12	24	288
TM-Mtc	Vehicle	32266 TRUCK - FL	2.5	24	60
TM-Mtc	Vehicle	32266 TRUCK - FL	8	24	192
TM-Mtc	Vehicle	32266 TRUCK - FL	11.75	24	282
TM-Mtc	Vehicle	32266 TRUCK - FL	3.5	24	84
TM-Mtc	Vehicle	32267 TRUCK - FL	2.5	24	60
TM-Mtc	Vehicle	32267 TRUCK - FL	2	24	48
TM-Mtc	Vehicle	32267 TRUCK - FL	2.5	24	60
TM-Mtc	Vehicle	32267 TRUCK - FL	8	24	192
TM-Mtc	Vehicle	32267 TRUCK - FL	11.25	24	270
TM-Mtc	Vehicle	32267 TRUCK - FL	2	24	48
TM-Mtc	Vehicle	32268 TRUCK - FL	0.5	24	12
TM-Mtc	Vehicle	32268 TRUCK - FL	12	24	288
TM-Mtc	Vehicle	32268 TRUCK - FL	2.5	24	60
TM-Mtc	Vehicle	32268 TRUCK - FL	2	24	48
TM-Mtc	Vehicle	32268 TRUCK - FL	8	24	192
TM-Mtc	Vehicle	32269 TRUCK - FL	12	24	288
TM-Mtc	Vehicle	32269 TRUCK - FL	2.5	24	60
TM-Mtc	Vehicle	32269 TRUCK - FL	8	24	192
TM-Mtc	Vehicle	45507 TRUCK - FL	10.5	24	252
TM-Mtc	Vehicle	45507 TRUCK - FL	4.5	24	108
TM-Mtc	Vehicle	45507 TRUCK - FL	11.75	24	282
TM-Mtc	Vehicle	45507 TRUCK - FL	8	24	192

TM-Mtc

Vehicle

45507 TRUCK - FL

2.25

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Activity	Task	Usage Type	Item	Description	Usage	Units	Rate	Total Cost
MO-Mtc		Labor	09341	(CAL Rate x 2.0		4 Hours	389.699	1558.796
MO-Mtc		Labor	09341	(CAL Rate x 2.0		5 Hours	389.699	1948.495
MO-Mtc		Labor	09341	(MC Rate x 2.0		13 Hours	389.699	5066.087
MO-Mtc		Labor	09341	(MC Rate x 1.0		8 Hours	194.8495	1558.796
MO-Mtc		Labor	09341	(MC Rate x 1.0		8 Hours	194.8495	1558.796
MO-Mtc		Labor	09341	(MC Rate x 1.0		8 Hours	194.8495	1558.796
MO-Mtc		Labor	09341	(MC Rate x 1.0		8 Hours	194.8495	1558.796
MO-Mtc		Labor	09341	(MC Rate x 1.0		8 Hours	194.8495	1558.796
MO-Mtc		Labor	09341	(MC Rate x 1.0		8 Hours	194.8495	1558.796
MO-Mtc		Labor	09341	(MC Rate x 1.0		8 Hours	194.8495	1558.796
MO-Mtc		Labor	22111	(BRI Rate x 2.0		16 Hours	185.0039	2960.062
MO-Mtc		Labor	22111	(BRI Rate x 2.0		4 Hours	185.0039	740.0156
MO-Mtc		Labor	22111	(BRI Rate x 1.0		3 Hours	92.502	277.506
MO-Mtc		Labor	22111	(BRI Rate x 2.0		4 Hours	185.0039	740.0156
MO-Mtc		Labor	22111	(BRI Rate x 1.0		2 Hours	92.502	185.004
MO-Mtc		Labor	22111	(BRI Rate x 2.0		4 Hours	185.0039	740.0156
MO-Mtc		Labor	22111	(BRI Rate x 2.0		4 Hours	185.0039	740.0156
MO-Mtc		Labor	22111	(BRI Rate x 1.0		3 Hours	92.502	277.506
MO-Mtc		Labor	50537	(ANI Rate x 2.0		1.5 Hours	195.169	292.7535
MO-Mtc		Labor	50537	(CUI Rate x 2.0		1.5 Hours	195.169	292.7535
MO-Mtc		Labor	50537	(KILI Rate x 2.0		9 Hours	195.169	1756.521
MO-Mtc		Labor	50537	(KILI Rate x 2.0		11 Hours	195.169	2146.859
MO-Mtc		Labor	50537	(RAI Rate x 2.0		1.5 Hours	195.169	292.7535
MO-Mtc		Labor	50537	(REI Rate x 2.0		1.5 Hours	195.169	292.7535
MO-Mtc		Labor	50537	(REI Rate x 2.0		1.5 Hours	195.169	292.7535
MO-Mtc		Labor	50537	(ZIE Rate x 2.0		1.5 Hours	195.169	292.7535
MO-Mtc		Labor	50538	(PEF Rate x 2.0		1.5 Hours	213.1756	319.7634
MO-Mtc		Labor	50538	(PEF Rate x 2.0		1.5 Hours	213.1756	319.7634
MO-Mtc		Labor	50538	(RAI Rate x 2.0		1.5 Hours	213.1756	319.7634
MO-Mtc		Labor	53310	(AIT Rate x 1.5		8 Hours	208.9353	1671.482
MO-Mtc		Labor	53310	(AIT Rate x 1.0		8 Hours	139.2902	1114.322
MO-Mtc		Labor	53310	(AIT Rate x 1.0		8 Hours	139.2902	1114.322
MO-Mtc		Labor	53310	(AIT Rate x 1.0		8 Hours	139.2902	1114.322
MO-Mtc		Labor	53310	(AIT Rate x 1.0		2 Hours	139.2902	278.5804
MO-Mtc		Labor	53310	(AIT Rate x 1.0		2 Hours	139.2902	278.5804
MO-Mtc		Labor	53310	(AIT Rate x 1.0		2 Hours	139.2902	278.5804
MO-Mtc		Labor	53310	(AIT Rate x 1.0		2 Hours	139.2902	278.5804
MO-Mtc		Labor	53310	(JEN Rate x 1.0		8 Hours	139.2902	1114.322
MO-Mtc		Labor	53310	(JEN Rate x 1.0		8 Hours	139.2902	1114.322
MO-Mtc		Labor	53310	(VAI Rate x 1.5		14 Hours	208.9353	2925.094
MO-Mtc		Labor	53320	(ENC Rate x 1.0		4 Hours	157.0355	628.142
MO-Mtc		Labor	53320	(JAC Rate x 1.0		4 Hours	157.0355	628.142
MO-Mtc		Labor	61058	(BUC Rate x 1.0		5 Hours	96.2485	481.2425
MO-Mtc		Labor	61058	(BUC Rate x 2.0		3 Hours	192.497	577.491
MO-Mtc		Labor	61058	(BUC Rate x 2.0		2.25 Hours	192.497	433.1182

MO-Mtc	Labor	61058 (BU' Rate x 1.0	3 Hours	96.2485	288.7455
MO-Mtc	Labor	61058 (BU' Rate x 1.0	3 Hours	96.2485	288.7455
MO-Mtc	Labor	61058 (BU' Rate x 1.0	5 Hours	96.2485	481.2425
MO-Mtc	Labor	61058 (CAI' Rate x 2.0	12 Hours	192.497	2309.964
MO-Mtc	Labor	61058 (CAI' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (CAI' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (CAI' Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (CAI' Rate x 1.0	12 Hours	96.2485	1154.982
MO-Mtc	Labor	61058 (CAI' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (CAI' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (CAI' Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (CAI' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (CAI' Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (CAI' Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (CAI' Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (CAI' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (CAI' Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (CAI' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (CAI' Rate x 1.0	3 Hours	96.2485	288.7455
MO-Mtc	Labor	61058 (CAI' Rate x 1.0	4 Hours	96.2485	384.994
MO-Mtc	Labor	61058 (CAI' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (CAI' Rate x 2.0	2 Hours	192.497	384.994
MO-Mtc	Labor	61058 (CAI' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (CAI' Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (CAI' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (CAI' Rate x 2.0	2 Hours	192.497	384.994
MO-Mtc	Labor	61058 (CLA' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (CLA' Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (CLA' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (CLA' Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (CLA' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (CLA' Rate x 1.0	5 Hours	96.2485	481.2425
MO-Mtc	Labor	61058 (DO' Rate x 1.0	1.5 Hours	96.2485	144.3728
MO-Mtc	Labor	61058 (DO' Rate x 2.0	9 Hours	192.497	1732.473
MO-Mtc	Labor	61058 (DO' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (DO' Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (DO' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (DO' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (DO' Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (DO' Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (DO' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (DO' Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (DO' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (DO' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (DO' Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (DO' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (DO' Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (DO' Rate x 1.0	5 Hours	96.2485	481.2425

MO-Mtc	Labor	61058 (DO' Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (DO' Rate x 1.0	4 Hours	96.2485	384.994
MO-Mtc	Labor	61058 (DO' Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (DO' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (DO' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (DO' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (DO' Rate x 1.0	3 Hours	96.2485	288.7455
MO-Mtc	Labor	61058 (DO' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (DO' Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (DO' Rate x 1.0	4 Hours	96.2485	384.994
MO-Mtc	Labor	61058 (DO' Rate x 2.0	1 Hours	192.497	192.497
MO-Mtc	Labor	61058 (DO' Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (DO' Rate x 2.0	1 Hours	192.497	192.497
MO-Mtc	Labor	61058 (FOF Rate x 2.0	12.5 Hours	192.497	2406.213
MO-Mtc	Labor	61058 (FOF Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (FOF Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (FOF Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (FOF Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (FOF Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (FOF Rate x 1.0	7 Hours	96.2485	673.7395
MO-Mtc	Labor	61058 (HAI Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (HAI Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (HAI Rate x 1.0	2 Hours	96.2485	192.497
MO-Mtc	Labor	61058 (HAI Rate x 2.0	3.5 Hours	192.497	673.7395
MO-Mtc	Labor	61058 (HAI Rate x 1.0	6 Hours	96.2485	577.491
MO-Mtc	Labor	61058 (HAI Rate x 2.0	12 Hours	192.497	2309.964
MO-Mtc	Labor	61058 (HAI Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (HAI Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (HAI Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (HAI Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (HAI Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (HAI Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (HAI Rate x 1.0	7 Hours	96.2485	673.7395
MO-Mtc	Labor	61058 (JEFI Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (JEFI Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (KAF Rate x 1.0	1 Hours	96.2485	96.2485
MO-Mtc	Labor	61058 (KAF Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (KAF Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (KAF Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (MIk Rate x 1.0	5.5 Hours	96.2485	529.3668
MO-Mtc	Labor	61058 (MIk Rate x 1.0	2 Hours	96.2485	192.497
MO-Mtc	Labor	61058 (MIk Rate x 2.0	2.25 Hours	192.497	433.1182
MO-Mtc	Labor	61058 (MIk Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (MIk Rate x 1.0	5.5 Hours	96.2485	529.3668
MO-Mtc	Labor	61058 (MIk Rate x 2.0	2 Hours	192.497	384.994
MO-Mtc	Labor	61058 (MC Rate x 1.0	1 Hours	96.2485	96.2485
MO-Mtc	Labor	61058 (PES Rate x 1.0	8 Hours	96.2485	769.988

MO-Mtc	Labor	61058 (WA Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (WA Rate x 1.0	3 Hours	96.2485	288.7455
MO-Mtc	Labor	61058 (WA Rate x 1.0	8 Hours	96.2485	769.988
MO-Mtc	Labor	61058 (YEC Rate x 1.0	1 Hours	96.2485	96.2485
MO-Mtc	Labor	61058 (YEC Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (YEC Rate x 1.0	4 Hours	96.2485	384.994
MO-Mtc	Labor	61058 (YEC Rate x 1.0	4 Hours	96.2485	384.994
MO-Mtc	Labor	61058 (YEC Rate x 1.0	4 Hours	96.2485	384.994
MO-Mtc	Labor	61058 (YEC Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (YEC Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	61058 (YEC Rate x 2.0	4 Hours	192.497	769.988
MO-Mtc	Labor	64520 (MI# Rate x 2.0	3 Hours	190.2316	570.6948
MO-Mtc	Labor	64520 (MI# Rate x 1.0	8 Hours	95.1158	760.9264
MO-Mtc	Labor	64520 (MI# Rate x 2.0	9.5 Hours	190.2316	1807.2
MO-Mtc	Labor	64520 (MI# Rate x 1.0	2.5 Hours	95.1158	237.7895
MO-Mtc	Labor	64750 (HE# Rate x 2.0	1.5 Hours	231.0661	346.5992
MO-Mtc	Labor	64750 (HE# Rate x 2.0	1.5 Hours	231.0661	346.5992
MO-Mtc	Labor	64750 (HE# Rate x 2.0	1.5 Hours	231.0661	346.5992
MO-Mtc	Labor	65010 (FR# Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (FR# Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (FR# Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (FR# Rate x 1.0	3 Hours	98.601	295.803
MO-Mtc	Labor	65010 (ILIC Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (LAY Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (LAY Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (LAY Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (LAY Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (LAY Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (LAY Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (LAY Rate x 2.0	11 Hours	197.202	2169.222
MO-Mtc	Labor	65010 (LAY Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (LAY Rate x 1.0	4 Hours	98.601	394.404
MO-Mtc	Labor	65010 (LAY Rate x 1.0	4 Hours	98.601	394.404
MO-Mtc	Labor	65010 (MC Rate x 2.0	12 Hours	197.202	2366.424
MO-Mtc	Labor	65010 (MC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (MC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (MC Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (MC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (MC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (MC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (MC Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (MC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (MC Rate x 1.0	4 Hours	98.601	394.404
MO-Mtc	Labor	65010 (MC Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (MC Rate x 1.0	8 Hours	98.601	788.808

MO-Mtc	Labor	65010 (MC Rate x 2.0	5 Hours	197.202	986.01
MO-Mtc	Labor	65010 (MC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (MC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (MC Rate x 2.0	3 Hours	197.202	591.606
MO-Mtc	Labor	65010 (MC Rate x 2.0	6 Hours	197.202	1183.212
MO-Mtc	Labor	65010 (MC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (MC Rate x 2.0	2.5 Hours	197.202	493.005
MO-Mtc	Labor	65010 (MC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (MC Rate x 2.0	1 Hours	197.202	197.202
MO-Mtc	Labor	65010 (MC Rate x 1.0	3 Hours	98.601	295.803
MO-Mtc	Labor	65010 (MC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (MC Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (PAS Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (PAS Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (PAS Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (PAS Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (PAS Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (PAS Rate x 1.0	4 Hours	98.601	394.404
MO-Mtc	Labor	65010 (PAS Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (PAS Rate x 1.0	4 Hours	98.601	394.404
MO-Mtc	Labor	65010 (PAS Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (PAS Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (PAS Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (PAS Rate x 2.0	2.5 Hours	197.202	493.005
MO-Mtc	Labor	65010 (PAS Rate x 1.0	2 Hours	98.601	197.202
MO-Mtc	Labor	65010 (PAS Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (PER Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (PER Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (PER Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (PER Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (PER Rate x 1.0	4 Hours	98.601	394.404
MO-Mtc	Labor	65010 (PER Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (PER Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (PER Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (PER Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (PER Rate x 2.0	3 Hours	197.202	591.606
MO-Mtc	Labor	65010 (PER Rate x 2.0	8 Hours	197.202	1577.616
MO-Mtc	Labor	65010 (PER Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (PER Rate x 2.0	2.5 Hours	197.202	493.005
MO-Mtc	Labor	65010 (PER Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (PER Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (SA\ Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (SA\ Rate x 2.0	6 Hours	197.202	1183.212
MO-Mtc	Labor	65010 (SA\ Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (SA\ Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (SA\ Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (SA\ Rate x 2.0	4 Hours	197.202	788.808

MO-Mtc	Labor	65010 (SA\ Rate x 1.0	4 Hours	98.601	394.404
MO-Mtc	Labor	65010 (SA\ Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (SA\ Rate x 2.0	11 Hours	197.202	2169.222
MO-Mtc	Labor	65010 (SA\ Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (SA\ Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (SA\ Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (SA\ Rate x 2.0	2.5 Hours	197.202	493.005
MO-Mtc	Labor	65010 (SA\ Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (TAC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (TAC Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (TAC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (TAC Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (TAC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (TAC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (TAC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (TAC Rate x 2.0	8 Hours	197.202	1577.616
MO-Mtc	Labor	65010 (TAC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (TAC Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (TAC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (TAC Rate x 2.0	1 Hours	197.202	197.202
MO-Mtc	Labor	65010 (TAC Rate x 1.0	4 Hours	98.601	394.404
MO-Mtc	Labor	65010 (TAC Rate x 2.0	2 Hours	197.202	394.404
MO-Mtc	Labor	65010 (TAC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (TAC Rate x 2.0	2.5 Hours	197.202	493.005
MO-Mtc	Labor	65010 (TAC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (TAC Rate x 2.0	1 Hours	197.202	197.202
MO-Mtc	Labor	65010 (TAC Rate x 1.0	3 Hours	98.601	295.803
MO-Mtc	Labor	65010 (TAC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (TAC Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (TAC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (TAC Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (TAC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (TAC Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (TAC Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (TAC Rate x 1.0	3 Hours	98.601	295.803
MO-Mtc	Labor	65010 (TAC Rate x 1.0	2 Hours	98.601	197.202
MO-Mtc	Labor	65010 (TAC Rate x 1.0	2 Hours	98.601	197.202
MO-Mtc	Labor	65010 (TUI Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (TUI Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (TUI Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (TUI Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (TUI Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (TUI Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (TUI Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (TUI Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (TUI Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (TUI Rate x 1.0	8 Hours	98.601	788.808

MO-Mtc	Labor	65010 (TUI Rate x 2.0	2 Hours	197.202	394.404
MO-Mtc	Labor	65010 (TUI Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (TUI Rate x 1.0	2 Hours	98.601	197.202
MO-Mtc	Labor	65010 (TUI Rate x 1.0	3 Hours	98.601	295.803
MO-Mtc	Labor	65010 (TUI Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (TUI Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (TUI Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (VEF Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (VEF Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (VEF Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (VEF Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (VEF Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (VEF Rate x 1.0	3 Hours	98.601	295.803
MO-Mtc	Labor	65010 (VEF Rate x 1.0	2 Hours	98.601	197.202
MO-Mtc	Labor	65010 (VEF Rate x 2.0	4 Hours	197.202	788.808
MO-Mtc	Labor	65010 (VEF Rate x 2.0	11 Hours	197.202	2169.222
MO-Mtc	Labor	65010 (VEF Rate x 1.0	2 Hours	98.601	197.202
MO-Mtc	Labor	65010 (VEF Rate x 1.0	2 Hours	98.601	197.202
MO-Mtc	Labor	65010 (VEF Rate x 2.0	8 Hours	197.202	1577.616
MO-Mtc	Labor	65010 (VEF Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (VEF Rate x 1.0	8 Hours	98.601	788.808
MO-Mtc	Labor	65010 (VEF Rate x 2.0	1 Hours	197.202	197.202
MO-Mtc	Labor	65011 (LAL Rate x 2.0	12 Hours	208.5868	2503.042
MO-Mtc	Labor	65011 (LAL Rate x 1.0	8 Hours	104.2934	834.3472
MO-Mtc	Labor	65011 (LAL Rate x 1.0	8 Hours	104.2934	834.3472
MO-Mtc	Labor	65011 (LAL Rate x 2.0	4 Hours	208.5868	834.3472
MO-Mtc	Labor	65011 (LAL Rate x 1.0	8 Hours	104.2934	834.3472
MO-Mtc	Labor	65011 (LAL Rate x 1.0	4 Hours	104.2934	417.1736
MO-Mtc	Labor	65011 (LAL Rate x 2.0	4 Hours	208.5868	834.3472
MO-Mtc	Labor	65011 (LAL Rate x 1.0	8 Hours	104.2934	834.3472
MO-Mtc	Labor	65011 (LAL Rate x 2.0	4 Hours	208.5868	834.3472
MO-Mtc	Labor	65011 (LAL Rate x 2.0	11 Hours	208.5868	2294.455
MO-Mtc	Labor	65011 (LAL Rate x 1.0	8 Hours	104.2934	834.3472
MO-Mtc	Labor	65011 (LAL Rate x 2.0	4 Hours	208.5868	834.3472
MO-Mtc	Labor	65011 (LAL Rate x 1.0	8 Hours	104.2934	834.3472
MO-Mtc	Labor	65011 (LAL Rate x 1.0	8 Hours	104.2934	834.3472
MO-Mtc	Labor	65011 (LAL Rate x 2.0	1 Hours	208.5868	208.5868
MO-Mtc	Labor	65011 (LAL Rate x 1.0	4 Hours	104.2934	417.1736
MO-Mtc	Labor	65011 (LAL Rate x 2.0	6 Hours	208.5868	1251.521
MO-Mtc	Labor	65011 (LAL Rate x 1.0	8 Hours	104.2934	834.3472
MO-Mtc	Labor	65011 (LAL Rate x 2.0	3 Hours	208.5868	625.7604
MO-Mtc	Labor	65011 (LAL Rate x 1.0	2 Hours	104.2934	208.5868
MO-Mtc	Labor	65011 (LAL Rate x 1.0	8 Hours	104.2934	834.3472
MO-Mtc	Labor	65011 (LAL Rate x 2.0	4 Hours	208.5868	834.3472
MO-Mtc	Labor	65011 (PAL Rate x 1.0	8 Hours	104.2934	834.3472
MO-Mtc	Labor	65011 (PAL Rate x 2.0	4 Hours	208.5868	834.3472
MO-Mtc	Labor	65011 (PAL Rate x 1.0	8 Hours	104.2934	834.3472

MO-Mtc	Labor	65011 (PAL Rate x 2.0	4 Hours	208.5868	834.3472
MO-Mtc	Labor	65011 (PAL Rate x 1.0	8 Hours	104.2934	834.3472
MO-Mtc	Labor	65011 (PAL Rate x 2.0	4 Hours	208.5868	834.3472
MO-Mtc	Labor	65011 (SA\ Rate x 1.0	4 Hours	104.2934	417.1736
MO-Mtc	Labor	65011 (SA\ Rate x 2.0	4 Hours	208.5868	834.3472
MO-Mtc	Labor	65011 (SA\ Rate x 2.0	4 Hours	208.5868	834.3472
MO-Mtc	Labor	65011 (TUI Rate x 1.0	8 Hours	104.2934	834.3472
MO-Mtc	Labor	65011 (TUI Rate x 2.0	4 Hours	208.5868	834.3472
MO-Mtc	Labor	65011 (TUI Rate x 1.0	8 Hours	104.2934	834.3472
MO-Mtc	Labor	65011 (TUI Rate x 2.0	4 Hours	208.5868	834.3472
MO-Mtc	Labor	65011 (TUI Rate x 1.0	8 Hours	104.2934	834.3472
MO-Mtc	Labor	65011 (TUI Rate x 1.0	8 Hours	104.2934	834.3472
MO-Mtc	Labor	65011 (TUI Rate x 2.0	4 Hours	208.5868	834.3472
MO-Mtc	Labor	65011 (TUI Rate x 1.0	8 Hours	104.2934	834.3472
MO-Mtc	Labor	65011 (TUI Rate x 2.0	8 Hours	208.5868	1668.694
MO-Mtc	Labor	65011 (TUI Rate x 1.0	8 Hours	104.2934	834.3472
MO-Mtc	Labor	65011 (TUI Rate x 2.0	4 Hours	208.5868	834.3472
MO-Mtc	Labor	65011 (TUI Rate x 1.0	8 Hours	104.2934	834.3472
MO-Mtc	Labor	65011 (TUI Rate x 1.0	8 Hours	104.2934	834.3472
MO-Mtc	Labor	65011 (TUI Rate x 2.0	1 Hours	208.5868	208.5868
MO-Mtc	Labor	65011 (TUI Rate x 1.0	8 Hours	104.2934	834.3472
MO-Mtc	Labor	65011 (TUI Rate x 2.0	2.5 Hours	208.5868	521.467
MO-Mtc	Labor	65011 (TUI Rate x 1.0	8 Hours	104.2934	834.3472
MO-Mtc	Labor	65011 (TUI Rate x 2.0	1 Hours	208.5868	208.5868
MO-Mtc	Labor	65011 (TUI Rate x 1.0	3 Hours	104.2934	312.8802
MO-Mtc	Labor	65050 (DA\ Rate x 2.0	4 Hours	189.6508	758.6032
MO-Mtc	Labor	65050 (DA\ Rate x 1.0	8 Hours	94.8254	758.6032
MO-Mtc	Labor	65050 (DA\ Rate x 2.0	4 Hours	189.6508	758.6032
MO-Mtc	Labor	65050 (DA\ Rate x 1.0	8 Hours	94.8254	758.6032
MO-Mtc	Labor	65050 (DA\ Rate x 1.0	2 Hours	94.8254	189.6508
MO-Mtc	Labor	65050 (DA\ Rate x 2.0	4 Hours	189.6508	758.6032
MO-Mtc	Labor	65050 (DA\ Rate x 1.0	1.5 Hours	94.8254	142.2381
MO-Mtc	Labor	65050 (EAT Rate x 2.0	4 Hours	189.6508	758.6032
MO-Mtc	Labor	65050 (EAT Rate x 1.0	8 Hours	94.8254	758.6032
MO-Mtc	Labor	65050 (EAT Rate x 2.0	4 Hours	189.6508	758.6032
MO-Mtc	Labor	65050 (EAT Rate x 2.0	4 Hours	189.6508	758.6032
MO-Mtc	Labor	65050 (EAT Rate x 1.0	5 Hours	94.8254	474.127
MO-Mtc	Labor	65050 (MU Rate x 2.0	12 Hours	189.6508	2275.81
MO-Mtc	Labor	65050 (MU Rate x 1.0	1 Hours	94.8254	94.8254
MO-Mtc	Labor	65050 (MU Rate x 2.0	4 Hours	189.6508	758.6032
MO-Mtc	Labor	65050 (MU Rate x 1.0	8 Hours	94.8254	758.6032
MO-Mtc	Labor	65050 (MU Rate x 2.0	11 Hours	189.6508	2086.159
MO-Mtc	Labor	65050 (MU Rate x 1.0	2 Hours	94.8254	189.6508
MO-Mtc	Labor	65050 (MU Rate x 2.0	10 Hours	189.6508	1896.508
MO-Mtc	Labor	65050 (TAL Rate x 2.0	4 Hours	189.6508	758.6032
MO-Mtc	Labor	65050 (TAL Rate x 1.0	8 Hours	94.8254	758.6032
MO-Mtc	Labor	65050 (TAL Rate x 1.0	2 Hours	94.8254	189.6508

MO-Mtc	Labor	65050 (TAL Rate x 2.0	4 Hours	189.6508	758.6032
MO-Mtc	Labor	65050 (TAL Rate x 1.0	2 Hours	94.8254	189.6508
MO-Mtc	Labor	65050 (TAL Rate x 2.0	4 Hours	189.6508	758.6032
MO-Mtc	Labor	65050 (TAL Rate x 2.0	10 Hours	189.6508	1896.508
MO-Mtc	Labor	65051 (DAI Rate x 1.0	1.5 Hours	98.5429	147.8144
MO-Mtc	Labor	65051 (HAI Rate x 2.0	4 Hours	197.0858	788.3432
MO-Mtc	Labor	65051 (HAI Rate x 1.0	5 Hours	98.5429	492.7145
MO-Mtc	Labor	65051 (HAI Rate x 2.0	4 Hours	197.0858	788.3432
MO-Mtc	Labor	65051 (HAI Rate x 1.0	1.5 Hours	98.5429	147.8144
MO-Mtc	Labor	65051 (HAI Rate x 2.0	4 Hours	197.0858	788.3432
MO-Mtc	Labor	65051 (HAI Rate x 1.0	3 Hours	98.5429	295.6287
MO-Mtc	Labor	65051 (LES Rate x 2.0	4 Hours	197.0858	788.3432
MO-Mtc	Labor	65051 (LES Rate x 1.0	5 Hours	98.5429	492.7145
MO-Mtc	Labor	65051 (LES Rate x 1.0	1.5 Hours	98.5429	147.8144
MO-Mtc	Labor	65051 (LES Rate x 2.0	4 Hours	197.0858	788.3432
MO-Mtc	Labor	65051 (LES Rate x 1.0	8 Hours	98.5429	788.3432
MO-Mtc	Labor	65051 (OR` Rate x 2.0	4 Hours	197.0858	788.3432
MO-Mtc	Labor	65051 (OR` Rate x 1.0	5 Hours	98.5429	492.7145
MO-Mtc	Labor	65051 (OR` Rate x 2.0	4 Hours	197.0858	788.3432
MO-Mtc	Labor	65051 (OR` Rate x 1.0	1.5 Hours	98.5429	147.8144
MO-Mtc	Labor	65051 (OR` Rate x 2.0	4 Hours	197.0858	788.3432
MO-Mtc	Labor	65051 (OR` Rate x 1.0	3 Hours	98.5429	295.6287
MO-Mtc	Labor	65051 (OR` Rate x 1.0	8 Hours	98.5429	788.3432
MO-Mtc	Labor	65051 (OR` Rate x 2.0	2 Hours	197.0858	394.1716
MO-Mtc	Labor	65051 (THC Rate x 1.0	5 Hours	98.5429	492.7145
MO-Mtc	Labor	65051 (THC Rate x 1.0	1.5 Hours	98.5429	147.8144
MO-Mtc	Labor	65051 (THC Rate x 2.0	4 Hours	197.0858	788.3432
MO-Mtc	Labor	65051 (THC Rate x 1.0	3 Hours	98.5429	295.6287
MO-Mtc	Labor	65260 (FOF Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (FOF Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (FOF Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (FOF Rate x 1.0	5 Hours	101.2149	506.0745
MO-Mtc	Labor	65260 (FOF Rate x 1.0	4 Hours	101.2149	404.8596
MO-Mtc	Labor	65260 (FOF Rate x 2.0	1 Hours	202.4297	202.4297
MO-Mtc	Labor	65260 (FOF Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (FOF Rate x 2.0	1 Hours	202.4297	202.4297
MO-Mtc	Labor	65260 (FOF Rate x 2.0	11 Hours	202.4297	2226.727
MO-Mtc	Labor	65260 (FOF Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (FOF Rate x 2.0	2.5 Hours	202.4297	506.0742
MO-Mtc	Labor	65260 (FOF Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (FOF Rate x 2.0	1 Hours	202.4297	202.4297
MO-Mtc	Labor	65260 (FOF Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (FOF Rate x 1.0	2 Hours	101.2149	202.4298
MO-Mtc	Labor	65260 (FOF Rate x 2.0	3 Hours	202.4297	607.2891
MO-Mtc	Labor	65260 (FOF Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (FOF Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (GO Rate x 2.0	9 Hours	202.4297	1821.867

MO-Mtc	Labor	65260 (GO Rate x 1.0	4 Hours	101.2149	404.8596
MO-Mtc	Labor	65260 (GO Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (GO Rate x 1.0	3 Hours	101.2149	303.6447
MO-Mtc	Labor	65260 (GO Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (GO Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (GO Rate x 2.0	11 Hours	202.4297	2226.727
MO-Mtc	Labor	65260 (GO Rate x 2.0	11 Hours	202.4297	2226.727
MO-Mtc	Labor	65260 (GO Rate x 1.0	3 Hours	101.2149	303.6447
MO-Mtc	Labor	65260 (GO Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (GO Rate x 1.0	5 Hours	101.2149	506.0745
MO-Mtc	Labor	65260 (GO Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (GO Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (GO Rate x 2.0	2 Hours	202.4297	404.8594
MO-Mtc	Labor	65260 (GO Rate x 1.0	6 Hours	101.2149	607.2894
MO-Mtc	Labor	65260 (GO Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (GO Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (GO Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (GO Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (GO Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (GO Rate x 2.0	3 Hours	202.4297	607.2891
MO-Mtc	Labor	65260 (GO Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (GO Rate x 2.0	0.5 Hours	202.4297	101.2148
MO-Mtc	Labor	65260 (GRI Rate x 0.1	12 Hours	10.1215	121.458
MO-Mtc	Labor	65260 (GRI Rate x 2.0	12 Hours	202.4297	2429.156
MO-Mtc	Labor	65260 (GRI Rate x 2.0	6 Hours	202.4297	1214.578
MO-Mtc	Labor	65260 (GRI Rate x 1.0	5 Hours	101.2149	506.0745
MO-Mtc	Labor	65260 (GRI Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (GRI Rate x 1.0	1.5 Hours	101.2149	151.8224
MO-Mtc	Labor	65260 (GRI Rate x 2.0	4.5 Hours	202.4297	910.9336
MO-Mtc	Labor	65260 (GRI Rate x 2.0	11 Hours	202.4297	2226.727
MO-Mtc	Labor	65260 (GRI Rate x 2.0	11 Hours	202.4297	2226.727
MO-Mtc	Labor	65260 (GRI Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (GRI Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (GRI Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (GRI Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (GRI Rate x 1.0	5 Hours	101.2149	506.0745
MO-Mtc	Labor	65260 (GRI Rate x 2.0	3 Hours	202.4297	607.2891
MO-Mtc	Labor	65260 (GRI Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (GRI Rate x 2.0	2 Hours	202.4297	404.8594
MO-Mtc	Labor	65260 (GRI Rate x 1.0	3 Hours	101.2149	303.6447
MO-Mtc	Labor	65260 (ING Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (ING Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (ING Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (ING Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (ING Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (ING Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (ING Rate x 2.0	4 Hours	202.4297	809.7188

MO-Mtc	Labor	65260 (ING Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (ING Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (ING Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (ING Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (ING Rate x 2.0	3 Hours	202.4297	607.2891
MO-Mtc	Labor	65260 (ING Rate x 2.0	6 Hours	202.4297	1214.578
MO-Mtc	Labor	65260 (ING Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (ING Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (ING Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (ING Rate x 1.0	6 Hours	101.2149	607.2894
MO-Mtc	Labor	65260 (ING Rate x 2.0	3 Hours	202.4297	607.2891
MO-Mtc	Labor	65260 (ING Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (SEA Rate x 2.0	12.5 Hours	202.4297	2530.371
MO-Mtc	Labor	65260 (SEA Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (SEA Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (SEA Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (SEA Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (SEA Rate x 1.0	6 Hours	101.2149	607.2894
MO-Mtc	Labor	65260 (SEA Rate x 1.0	4 Hours	101.2149	404.8596
MO-Mtc	Labor	65260 (SEA Rate x 1.0	12 Hours	101.2149	1214.579
MO-Mtc	Labor	65260 (SEA Rate x 1.0	12 Hours	101.2149	1214.579
MO-Mtc	Labor	65260 (SEA Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (SEA Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (SEA Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (SEA Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (SEA Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (SEA Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (SEA Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (SEA Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (SEA Rate x 2.0	3 Hours	202.4297	607.2891
MO-Mtc	Labor	65260 (SEA Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (SEA Rate x 1.0	5 Hours	101.2149	506.0745
MO-Mtc	Labor	65260 (SEA Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (SEA Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (SEA Rate x 2.0	3 Hours	202.4297	607.2891
MO-Mtc	Labor	65260 (TITI Rate x 2.0	9 Hours	202.4297	1821.867
MO-Mtc	Labor	65260 (TITI Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (TITI Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (TITI Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (TITI Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (TITI Rate x 1.0	3 Hours	101.2149	303.6447
MO-Mtc	Labor	65260 (TITI Rate x 1.0	4 Hours	101.2149	404.8596
MO-Mtc	Labor	65260 (TITI Rate x 1.0	12 Hours	101.2149	1214.579
MO-Mtc	Labor	65260 (TITI Rate x 1.0	12 Hours	101.2149	1214.579
MO-Mtc	Labor	65260 (TITI Rate x 2.0	4 Hours	202.4297	809.7188

MO-Mtc	Labor	65260 (TITI Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (TITI Rate x 1.0	2 Hours	101.2149	202.4298
MO-Mtc	Labor	65260 (TITI Rate x 2.0	1 Hours	202.4297	202.4297
MO-Mtc	Labor	65260 (TITI Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (TITI Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (TITI Rate x 1.0	2 Hours	101.2149	202.4298
MO-Mtc	Labor	65260 (TITI Rate x 2.0	2 Hours	202.4297	404.8594
MO-Mtc	Labor	65260 (TITI Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (URI Rate x 1.0	1 Hours	101.2149	101.2149
MO-Mtc	Labor	65260 (URI Rate x 1.0	1 Hours	101.2149	101.2149
MO-Mtc	Labor	65260 (URI Rate x 1.0	1 Hours	101.2149	101.2149
MO-Mtc	Labor	65260 (VĀ Rate x 2.0	12 Hours	202.4297	2429.156
MO-Mtc	Labor	65260 (VĀ Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (VĀ Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (VĀ Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (VĀ Rate x 1.0	8 Hours	101.2149	809.7192
MO-Mtc	Labor	65260 (VĀ Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65260 (VĀ Rate x 1.0	4 Hours	101.2149	404.8596
MO-Mtc	Labor	65260 (VĀ Rate x 2.0	4 Hours	202.4297	809.7188
MO-Mtc	Labor	65300 (BAF Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (BAF Rate x 2.0	6 Hours	212.8271	1276.963
MO-Mtc	Labor	65300 (BAF Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (BAF Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (BAF Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (BAF Rate x 1.0	4 Hours	106.4136	425.6544
MO-Mtc	Labor	65300 (BAF Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (BAF Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (BAF Rate x 2.0	11 Hours	212.8271	2341.098
MO-Mtc	Labor	65300 (BAF Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (BAF Rate x 1.0	7 Hours	106.4136	744.8952
MO-Mtc	Labor	65300 (BAF Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (BAF Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (BAF Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (BAF Rate x 1.0	2 Hours	106.4136	212.8272
MO-Mtc	Labor	65300 (CAF Rate x 2.0	15 Hours	212.8271	3192.407
MO-Mtc	Labor	65300 (CAF Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (CAF Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (CAF Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (CAF Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (CAF Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (CAF Rate x 2.0	8 Hours	212.8271	1702.617
MO-Mtc	Labor	65300 (CAF Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (CO(Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (CO(Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (CO(Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (CO(Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (CO(Rate x 1.0	8 Hours	106.4136	851.3088

MO-Mtc	Labor	65300 (COI Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (COI Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (COI Rate x 2.0	11 Hours	212.8271	2341.098
MO-Mtc	Labor	65300 (COI Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (COI Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (COI Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (COI Rate x 2.0	1 Hours	212.8271	212.8271
MO-Mtc	Labor	65300 (COI Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (COI Rate x 2.0	6 Hours	212.8271	1276.963
MO-Mtc	Labor	65300 (COI Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (COI Rate x 2.0	3 Hours	212.8271	638.4813
MO-Mtc	Labor	65300 (COI Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (COI Rate x 2.0	1 Hours	212.8271	212.8271
MO-Mtc	Labor	65300 (COI Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (COI Rate x 1.0	2 Hours	106.4136	212.8272
MO-Mtc	Labor	65300 (COI Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (COI Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (HAI Rate x 2.0	2 Hours	212.8271	425.6542
MO-Mtc	Labor	65300 (HEF Rate x 2.0	12 Hours	212.8271	2553.925
MO-Mtc	Labor	65300 (HEF Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (HEF Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (HEF Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (HEF Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (HEF Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (HEF Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (HEF Rate x 2.0	3.5 Hours	212.8271	744.8948
MO-Mtc	Labor	65300 (HEF Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (HEF Rate x 2.0	1 Hours	212.8271	212.8271
MO-Mtc	Labor	65300 (KAF Rate x 1.0	2 Hours	106.4136	212.8272
MO-Mtc	Labor	65300 (KAF Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (KAF Rate x 2.0	11 Hours	212.8271	2341.098
MO-Mtc	Labor	65300 (KAF Rate x 1.0	3 Hours	106.4136	319.2408
MO-Mtc	Labor	65300 (MIL Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (MIL Rate x 1.0	6 Hours	106.4136	638.4816
MO-Mtc	Labor	65300 (MIL Rate x 2.0	6 Hours	212.8271	1276.963
MO-Mtc	Labor	65300 (MIL Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (MIL Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (MIL Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (SIP/ Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (SIP/ Rate x 2.0	6 Hours	212.8271	1276.963
MO-Mtc	Labor	65300 (SIP/ Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (SIP/ Rate x 1.0	2 Hours	106.4136	212.8272
MO-Mtc	Labor	65300 (SIP/ Rate x 1.0	6 Hours	106.4136	638.4816
MO-Mtc	Labor	65300 (SIP/ Rate x 2.0	2 Hours	212.8271	425.6542
MO-Mtc	Labor	65300 (SIP/ Rate x 2.0	3 Hours	212.8271	638.4813
MO-Mtc	Labor	65300 (SIP/ Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (SIP/ Rate x 1.0	2 Hours	106.4136	212.8272

MO-Mtc	Labor	65300 (SIP/ Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (SIP/ Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (SIP/ Rate x 2.0	4.5 Hours	212.8271	957.722
MO-Mtc	Labor	65300 (SIP/ Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (SIP/ Rate x 2.0	1 Hours	212.8271	212.8271
MO-Mtc	Labor	65300 (TAK/ Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (TAK/ Rate x 2.0	8 Hours	212.8271	1702.617
MO-Mtc	Labor	65300 (TAK/ Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (THC/ Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (TUF/ Rate x 2.0	12 Hours	212.8271	2553.925
MO-Mtc	Labor	65300 (TUF/ Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (TUF/ Rate x 2.0	1 Hours	212.8271	212.8271
MO-Mtc	Labor	65300 (TUF/ Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (TUF/ Rate x 2.0	4 Hours	212.8271	851.3084
MO-Mtc	Labor	65300 (TUF/ Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65300 (TUF/ Rate x 1.0	2 Hours	106.4136	212.8272
MO-Mtc	Labor	65300 (TUF/ Rate x 2.0	3.5 Hours	212.8271	744.8948
MO-Mtc	Labor	65300 (WA Rate x 1.0	10 Hours	106.4136	1064.136
MO-Mtc	Labor	65300 (WA Rate x 1.0	2 Hours	106.4136	212.8272
MO-Mtc	Labor	65300 (WA Rate x 2.0	2 Hours	212.8271	425.6542
MO-Mtc	Labor	65300 (WIL Rate x 1.0	8 Hours	106.4136	851.3088
MO-Mtc	Labor	65310 (BR/ Rate x 2.0	11.5 Hours	223.5149	2570.421
MO-Mtc	Labor	65310 (BR/ Rate x 2.0	4 Hours	223.5149	894.0596
MO-Mtc	Labor	65310 (BR/ Rate x 1.0	5 Hours	111.7575	558.7875
MO-Mtc	Labor	65310 (BR/ Rate x 1.0	1.5 Hours	111.7575	167.6362
MO-Mtc	Labor	65310 (BR/ Rate x 2.0	4 Hours	223.5149	894.0596
MO-Mtc	Labor	65310 (BR/ Rate x 2.0	4 Hours	223.5149	894.0596
MO-Mtc	Labor	65310 (BR/ Rate x 1.0	8 Hours	111.7575	894.06
MO-Mtc	Labor	65310 (PRI Rate x 2.0	12.5 Hours	223.5149	2793.936
MO-Mtc	Labor	65310 (PRI Rate x 2.0	4 Hours	223.5149	894.0596
MO-Mtc	Labor	65310 (PRI Rate x 1.0	1 Hours	111.7575	111.7575
MO-Mtc	Labor	65310 (PRI Rate x 2.0	11 Hours	223.5149	2458.664
MO-Mtc	Labor	65310 (PRI Rate x 1.0	3 Hours	111.7575	335.2725
MO-Mtc	Labor	65310 (PRI Rate x 1.0	4 Hours	111.7575	447.03
MO-Mtc	Labor	65310 (PRI Rate x 2.0	4 Hours	223.5149	894.0596
MO-Mtc	Labor	65310 (PRI Rate x 1.0	8 Hours	111.7575	894.06
MO-Mtc	Labor	65310 (PRI Rate x 2.0	5 Hours	223.5149	1117.575
MO-Mtc	Labor	65310 (PRI Rate x 1.0	8 Hours	111.7575	894.06
MO-Mtc	Labor	65310 (PRI Rate x 2.0	4 Hours	223.5149	894.0596
MO-Mtc	Labor	65310 (PRI Rate x 1.0	8 Hours	111.7575	894.06
MO-Mtc	Labor	65310 (PRI Rate x 2.0	4 Hours	223.5149	894.0596
MO-Mtc	Labor	65310 (PRI Rate x 1.0	8 Hours	111.7575	894.06
MO-Mtc	Labor	65310 (PRI Rate x 2.0	3 Hours	223.5149	670.5447
MO-Mtc	Labor	65310 (PRI Rate x 1.0	8 Hours	111.7575	894.06
MO-Mtc	Labor	65310 (PRI Rate x 2.0	0.5 Hours	223.5149	111.7574
MO-Mtc	Labor	70541 (LOF Rate x 2.0	9 Hours	207.9479	1871.531
MO-Mtc	Labor	70541 (MC Rate x 2.0	3 Hours	207.9479	623.8437

MO-Mtc	Labor	70541 (NAI Rate x 1.0	1 Hours	103.9739	103.9739
MO-Mtc	Labor	70541 (WII Rate x 2.0	8 Hours	207.9479	1663.583
MO-Mtc	Labor	70541 (WII Rate x 1.0	2 Hours	103.9739	207.9478
MO-Mtc	Labor	70622 (PUI Rate x 2.0	4 Hours	192.1485	768.594
MO-Mtc	Labor	91001 (BUC Rate x 1.0	7 Hours	85.0669	595.4683
MO-Mtc	Labor	91001 (BUC Rate x 2.0	4.25 Hours	170.1339	723.0691
MO-Mtc	Labor	91001 (BUC Rate x 2.0	6 Hours	170.1339	1020.803
MO-Mtc	Labor	91001 (BUC Rate x 2.0	2 Hours	170.1339	340.2678
MO-Mtc	Labor	91001 (BUC Rate x 2.0	5 Hours	170.1339	850.6695
MO-Mtc	Labor	91001 (HEI Rate x 2.0	6 Hours	170.1339	1020.803
MO-Mtc	Labor	91001 (HEI Rate x 1.0	10 Hours	85.0669	850.669
MO-Mtc	Labor	91001 (HEI Rate x 2.0	2 Hours	170.1339	340.2678
MO-Mtc	Labor	91001 (HEI Rate x 1.0	7 Hours	85.0669	595.4683
MO-Mtc	Labor	91001 (PLC Rate x 2.0	2 Hours	170.1339	340.2678
MO-Mtc	Labor	91001 (PLC Rate x 1.0	10 Hours	85.0669	850.669
MO-Mtc	Labor	91001 (PLC Rate x 2.0	2 Hours	170.1339	340.2678
MO-Mtc	Labor	91001 (PLC Rate x 2.0	4 Hours	170.1339	680.5356
MO-Mtc	Labor	91001 (PLC Rate x 1.0	7 Hours	85.0669	595.4683
MO-Mtc	Labor	91001 (PLC Rate x 1.0	7 Hours	85.0669	595.4683
MO-Mtc	Labor	91507 (DOI Rate x 2.0	3 Hours	185.0039	555.0117
MO-Mtc	Labor	91507 (DOI Rate x 1.0	10 Hours	92.502	925.02
MO-Mtc	Labor	91507 (DOI Rate x 2.0	4 Hours	185.0039	740.0156
MO-Mtc	Labor	91507 (DOI Rate x 2.0	5 Hours	185.0039	925.0195
MO-Mtc	Labor	91507 (DOI Rate x 2.0	1.5 Hours	185.0039	277.5058
MO-Mtc	Labor	93002 (SCC Rate x 2.0	12 Hours	251.28	3015.36
MO-Mtc	Labor	93002 (SCC Rate x 1.0	8 Hours	125.64	1005.12
MO-Mtc	Labor	93002 (SCC Rate x 2.0	10.5 Hours	251.28	2638.44
MO-Mtc	Labor	93002 (STE Rate x 2.0	10 Hours	251.28	2512.8
MO-Mtc	Labor	93002 (STE Rate x 1.0	2 Hours	125.64	251.28
MO-Mtc	Labor	93002 (STE Rate x 2.0	4 Hours	251.28	1005.12
MO-Mtc	Labor	93002 (STE Rate x 2.0	4 Hours	251.28	1005.12
MO-Mtc	Labor	93003 (CAI Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (CAI Rate x 2.0	2 Hours	236.8166	473.6332
MO-Mtc	Labor	93003 (CAI Rate x 2.0	14 Hours	236.8166	3315.432
MO-Mtc	Labor	93003 (CAI Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (CAI Rate x 2.0	6 Hours	236.8166	1420.9
MO-Mtc	Labor	93003 (CAI Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (CAI Rate x 2.0	4 Hours	236.8166	947.2664
MO-Mtc	Labor	93003 (CAI Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (CAI Rate x 2.0	4 Hours	236.8166	947.2664
MO-Mtc	Labor	93003 (CAI Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (CAI Rate x 2.0	4 Hours	236.8166	947.2664
MO-Mtc	Labor	93003 (CAI Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (CAI Rate x 2.0	11.5 Hours	236.8166	2723.391
MO-Mtc	Labor	93003 (CAI Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (CAI Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (CAI Rate x 2.0	3.5 Hours	236.8166	828.8581

MO-Mtc	Labor	93003 (CAL Rate x 2.0	3.5 Hours	236.8166	828.8581
MO-Mtc	Labor	93003 (CAL Rate x 2.0	3.5 Hours	236.8166	828.8581
MO-Mtc	Labor	93003 (CAL Rate x 2.0	4.5 Hours	236.8166	1065.675
MO-Mtc	Labor	93003 (CAL Rate x 2.0	3.5 Hours	236.8166	828.8581
MO-Mtc	Labor	93003 (CAL Rate x 2.0	1 Hours	236.8166	236.8166
MO-Mtc	Labor	93003 (HO Rate x 2.0	5 Hours	236.8166	1184.083
MO-Mtc	Labor	93003 (HO Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (HO Rate x 2.0	4 Hours	236.8166	947.2664
MO-Mtc	Labor	93003 (HO Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (HO Rate x 2.0	4 Hours	236.8166	947.2664
MO-Mtc	Labor	93003 (HO Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (HO Rate x 1.0	4 Hours	118.4083	473.6332
MO-Mtc	Labor	93003 (HO Rate x 2.0	12 Hours	236.8166	2841.799
MO-Mtc	Labor	93003 (HO Rate x 1.0	4 Hours	118.4083	473.6332
MO-Mtc	Labor	93003 (HO Rate x 2.0	4 Hours	236.8166	947.2664
MO-Mtc	Labor	93003 (HO Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (HO Rate x 2.0	1 Hours	236.8166	236.8166
MO-Mtc	Labor	93003 (HO Rate x 1.0	2 Hours	118.4083	236.8166
MO-Mtc	Labor	93003 (HO Rate x 1.0	2 Hours	118.4083	236.8166
MO-Mtc	Labor	93003 (HO Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (HO Rate x 2.0	2 Hours	236.8166	473.6332
MO-Mtc	Labor	93003 (MC Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (MC Rate x 2.0	4 Hours	236.8166	947.2664
MO-Mtc	Labor	93003 (MC Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (MC Rate x 2.0	4 Hours	236.8166	947.2664
MO-Mtc	Labor	93003 (MC Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (MC Rate x 1.0	6 Hours	118.4083	710.4498
MO-Mtc	Labor	93003 (MC Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (MC Rate x 2.0	0.5 Hours	236.8166	118.4083
MO-Mtc	Labor	93003 (MC Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (MC Rate x 2.0	4 Hours	236.8166	947.2664
MO-Mtc	Labor	93003 (MC Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (MC Rate x 2.0	1 Hours	236.8166	236.8166
MO-Mtc	Labor	93003 (MC Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (MC Rate x 2.0	1 Hours	236.8166	236.8166
MO-Mtc	Labor	93003 (MC Rate x 2.0	5 Hours	236.8166	1184.083
MO-Mtc	Labor	93003 (MC Rate x 2.0	5 Hours	236.8166	1184.083
MO-Mtc	Labor	93003 (MC Rate x 2.0	4 Hours	236.8166	947.2664
MO-Mtc	Labor	93003 (MC Rate x 2.0	4 Hours	236.8166	947.2664
MO-Mtc	Labor	93003 (MC Rate x 2.0	4 Hours	236.8166	947.2664
MO-Mtc	Labor	93003 (MC Rate x 2.0	5 Hours	236.8166	1184.083
MO-Mtc	Labor	93003 (MC Rate x 2.0	4 Hours	236.8166	947.2664
MO-Mtc	Labor	93003 (MC Rate x 2.0	4 Hours	236.8166	947.2664
MO-Mtc	Labor	93003 (MC Rate x 2.0	5 Hours	236.8166	1184.083
MO-Mtc	Labor	93003 (MC Rate x 2.0	4 Hours	236.8166	947.2664
MO-Mtc	Labor	93003 (MC Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (MC Rate x 2.0	5 Hours	236.8166	1184.083
MO-Mtc	Labor	93003 (MC Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (MC Rate x 2.0	3 Hours	236.8166	710.4498

MO-Mtc	Labor	93003 (MC Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (MC Rate x 2.0	2 Hours	236.8166	473.6332
MO-Mtc	Labor	93003 (MC Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (MC Rate x 2.0	1 Hours	236.8166	236.8166
MO-Mtc	Labor	93003 (MC Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (MC Rate x 2.0	4 Hours	236.8166	947.2664
MO-Mtc	Labor	93003 (PAE Rate x 2.0	2 Hours	236.8166	473.6332
MO-Mtc	Labor	93003 (PAE Rate x 2.0	5 Hours	236.8166	1184.083
MO-Mtc	Labor	93003 (PAE Rate x 1.0	5 Hours	118.4083	592.0415
MO-Mtc	Labor	93003 (PAE Rate x 2.0	1 Hours	236.8166	236.8166
MO-Mtc	Labor	93003 (PAE Rate x 1.0	1 Hours	118.4083	118.4083
MO-Mtc	Labor	93003 (PAE Rate x 1.0	3 Hours	118.4083	355.2249
MO-Mtc	Labor	93003 (PAE Rate x 1.0	3 Hours	118.4083	355.2249
MO-Mtc	Labor	93003 (PAE Rate x 2.0	1 Hours	236.8166	236.8166
MO-Mtc	Labor	93003 (PAE Rate x 2.0	4 Hours	236.8166	947.2664
MO-Mtc	Labor	93003 (PAE Rate x 2.0	2 Hours	236.8166	473.6332
MO-Mtc	Labor	93003 (PAE Rate x 2.0	1 Hours	236.8166	236.8166
MO-Mtc	Labor	93003 (PAE Rate x 1.0	1 Hours	118.4083	118.4083
MO-Mtc	Labor	93003 (PAE Rate x 1.0	2 Hours	118.4083	236.8166
MO-Mtc	Labor	93003 (SHE Rate x 2.0	1 Hours	236.8166	236.8166
MO-Mtc	Labor	93003 (SHE Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (SHE Rate x 2.0	5 Hours	236.8166	1184.083
MO-Mtc	Labor	93003 (SHE Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (SHE Rate x 2.0	5 Hours	236.8166	1184.083
MO-Mtc	Labor	93003 (SHE Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (SHE Rate x 2.0	1 Hours	236.8166	236.8166
MO-Mtc	Labor	93003 (SHE Rate x 1.0	2 Hours	118.4083	236.8166
MO-Mtc	Labor	93003 (SHE Rate x 1.0	2 Hours	118.4083	236.8166
MO-Mtc	Labor	93003 (SHE Rate x 2.0	4 Hours	236.8166	947.2664
MO-Mtc	Labor	93003 (SHE Rate x 1.0	3 Hours	118.4083	355.2249
MO-Mtc	Labor	93003 (SHE Rate x 2.0	2 Hours	236.8166	473.6332
MO-Mtc	Labor	93003 (SHE Rate x 1.0	3 Hours	118.4083	355.2249
MO-Mtc	Labor	93003 (SHE Rate x 1.0	5 Hours	118.4083	592.0415
MO-Mtc	Labor	93003 (SHE Rate x 2.0	1 Hours	236.8166	236.8166
MO-Mtc	Labor	93003 (SHE Rate x 1.0	5 Hours	118.4083	592.0415
MO-Mtc	Labor	93003 (SHE Rate x 2.0	3.5 Hours	236.8166	828.8581
MO-Mtc	Labor	93003 (SHE Rate x 1.0	5 Hours	118.4083	592.0415
MO-Mtc	Labor	93003 (SHE Rate x 2.0	12 Hours	236.8166	2841.799
MO-Mtc	Labor	93003 (SHE Rate x 1.0	1 Hours	118.4083	118.4083
MO-Mtc	Labor	93003 (SHE Rate x 2.0	1 Hours	236.8166	236.8166
MO-Mtc	Labor	93003 (SHE Rate x 1.0	5 Hours	118.4083	592.0415
MO-Mtc	Labor	93003 (SHE Rate x 2.0	1 Hours	236.8166	236.8166
MO-Mtc	Labor	93003 (SHE Rate x 1.0	2 Hours	118.4083	236.8166
MO-Mtc	Labor	93003 (SHE Rate x 2.0	1 Hours	236.8166	236.8166
MO-Mtc	Labor	93003 (SHE Rate x 1.0	1 Hours	118.4083	118.4083
MO-Mtc	Labor	93003 (SHE Rate x 2.0	1 Hours	236.8166	236.8166
MO-Mtc	Labor	93003 (SHE Rate x 1.0	1 Hours	118.4083	118.4083

MO-Mtc	Labor	93003 (SHE Rate x 2.0	1 Hours	236.8166	236.8166
MO-Mtc	Labor	93003 (SHE Rate x 1.0	1 Hours	118.4083	118.4083
MO-Mtc	Labor	93003 (SHE Rate x 1.0	2 Hours	118.4083	236.8166
MO-Mtc	Labor	93003 (SHE Rate x 2.0	1 Hours	236.8166	236.8166
MO-Mtc	Labor	93003 (SHE Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (SHE Rate x 2.0	2 Hours	236.8166	473.6332
MO-Mtc	Labor	93003 (STE Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (STE Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (STE Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (THC Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (THC Rate x 2.0	1 Hours	236.8166	236.8166
MO-Mtc	Labor	93003 (THC Rate x 1.0	8 Hours	118.4083	947.2664
MO-Mtc	Labor	93003 (THC Rate x 2.0	1 Hours	236.8166	236.8166
MO-Mtc	Labor	93021 (BUI Rate x 2.0	4 Hours	232.9829	931.9316
MO-Mtc	Labor	93021 (BUI Rate x 1.0	8 Hours	116.4915	931.932
MO-Mtc	Labor	93021 (BUI Rate x 2.0	0.5 Hours	232.9829	116.4914
MO-Mtc	Labor	93021 (BUI Rate x 2.0	4 Hours	232.9829	931.9316
MO-Mtc	Labor	93021 (BUI Rate x 2.0	4 Hours	232.9829	931.9316
MO-Mtc	Labor	93021 (LUT Rate x 2.0	12 Hours	232.9829	2795.795
MO-Mtc	Labor	93021 (LUT Rate x 2.0	4 Hours	232.9829	931.9316
MO-Mtc	Labor	93021 (LUT Rate x 1.0	8 Hours	116.4915	931.932
MO-Mtc	Labor	93021 (LUT Rate x 2.0	0.5 Hours	232.9829	116.4914
MO-Mtc	Labor	93021 (LUT Rate x 1.0	4.5 Hours	116.4915	524.2118
MO-Mtc	Labor	93021 (LUT Rate x 1.0	4 Hours	116.4915	465.966
MO-Mtc	Labor	93021 (MA Rate x 1.0	8 Hours	116.4915	931.932
MO-Mtc	Labor	93021 (MA Rate x 2.0	2.5 Hours	232.9829	582.4572
MO-Mtc	Labor	93021 (MA Rate x 1.0	8 Hours	116.4915	931.932
MO-Mtc	Labor	93021 (MA Rate x 2.0	1.5 Hours	232.9829	349.4744
MO-Mtc	Labor	93021 (MA Rate x 2.0	12 Hours	232.9829	2795.795
MO-Mtc	Labor	93021 (MA Rate x 1.0	8 Hours	116.4915	931.932
MO-Mtc	Labor	93021 (MA Rate x 2.0	4 Hours	232.9829	931.9316
MO-Mtc	Labor	93021 (MA Rate x 2.0	4 Hours	232.9829	931.9316
MO-Mtc	Labor	93021 (MA Rate x 1.0	8 Hours	116.4915	931.932
MO-Mtc	Labor	93021 (MA Rate x 2.0	4 Hours	232.9829	931.9316
MO-Mtc	Labor	93021 (MA Rate x 1.0	4 Hours	116.4915	465.966
MO-Mtc	Labor	93021 (MA Rate x 2.0	12 Hours	232.9829	2795.795
MO-Mtc	Labor	93021 (MA Rate x 2.0	12 Hours	232.9829	2795.795
MO-Mtc	Labor	93021 (MA Rate x 2.0	4 Hours	232.9829	931.9316
MO-Mtc	Labor	93021 (MA Rate x 2.0	5.5 Hours	232.9829	1281.406
MO-Mtc	Labor	93021 (MA Rate x 2.0	4 Hours	232.9829	931.9316
MO-Mtc	Labor	93021 (MA Rate x 2.0	4 Hours	232.9829	931.9316
MO-Mtc	Labor	93021 (MA Rate x 1.0	8 Hours	116.4915	931.932
MO-Mtc	Labor	93021 (MA Rate x 2.0	4 Hours	232.9829	931.9316
MO-Mtc	Labor	93021 (MA Rate x 2.0	10 Hours	232.9829	2329.829
MO-Mtc	Labor	93021 (MC Rate x 2.0	4 Hours	232.9829	931.9316
MO-Mtc	Labor	93021 (MC Rate x 1.0	8 Hours	116.4915	931.932
MO-Mtc	Labor	93021 (MC Rate x 2.0	4 Hours	232.9829	931.9316

MO-Mtc	Labor	97718 (FIN Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (FIN Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (FIN Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (FIN Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (HAI Rate x 2.0	12 Hours	163.2797	1959.356
MO-Mtc	Labor	97718 (HAI Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (HAI Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (HAI Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (HAI Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (HAI Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (HAI Rate x 2.0	11 Hours	163.2797	1796.077
MO-Mtc	Labor	97718 (HAI Rate x 2.0	10 Hours	163.2797	1632.797
MO-Mtc	Labor	97718 (ILIC Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (ILIC Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (ILIC Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (ILIC Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (ILIC Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (ILIC Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (ILIC Rate x 1.0	4 Hours	81.6399	326.5596
MO-Mtc	Labor	97718 (ILIC Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (ILIC Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (ILIC Rate x 2.0	1 Hours	163.2797	163.2797
MO-Mtc	Labor	97718 (JAY Rate x 2.0	12 Hours	163.2797	1959.356
MO-Mtc	Labor	97718 (JAY Rate x 1.0	1 Hours	81.6399	81.6399
MO-Mtc	Labor	97718 (JAY Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (JAY Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (JAY Rate x 2.0	3.5 Hours	163.2797	571.479
MO-Mtc	Labor	97718 (JAY Rate x 2.0	11 Hours	163.2797	1796.077
MO-Mtc	Labor	97718 (JAY Rate x 1.0	2 Hours	81.6399	163.2798
MO-Mtc	Labor	97718 (JAY Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (JAY Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (KEF Rate x 2.0	8.5 Hours	163.2797	1387.877
MO-Mtc	Labor	97718 (KEF Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (KEF Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (KEF Rate x 1.0	12 Hours	81.6399	979.6788
MO-Mtc	Labor	97718 (KEF Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (KEF Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (KEF Rate x 2.0	1 Hours	163.2797	163.2797
MO-Mtc	Labor	97718 (KEF Rate x 1.0	2 Hours	81.6399	163.2798
MO-Mtc	Labor	97718 (KEF Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (KEF Rate x 2.0	1 Hours	163.2797	163.2797
MO-Mtc	Labor	97718 (KEF Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (KEF Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (KEF Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (KEF Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (KEF Rate x 2.0	4 Hours	163.2797	653.1188

MO-Mtc	Labor	97718 (KEF Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (KEF Rate x 2.0	8 Hours	163.2797	1306.238
MO-Mtc	Labor	97718 (KEF Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (KEF Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (KEF Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (KEF Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (KEF Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (KEF Rate x 2.0	1 Hours	163.2797	163.2797
MO-Mtc	Labor	97718 (KEF Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (KEF Rate x 2.0	8 Hours	163.2797	1306.238
MO-Mtc	Labor	97718 (KEF Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (KEF Rate x 2.0	1 Hours	163.2797	163.2797
MO-Mtc	Labor	97718 (KEF Rate x 1.0	3 Hours	81.6399	244.9197
MO-Mtc	Labor	97718 (KEF Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (KEF Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (KEF Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (KEF Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (KEF Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (KEF Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (KEF Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (LOF Rate x 2.0	12 Hours	163.2797	1959.356
MO-Mtc	Labor	97718 (LOF Rate x 1.0	1 Hours	81.6399	81.6399
MO-Mtc	Labor	97718 (LOF Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (LOF Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (LOF Rate x 2.0	3.5 Hours	163.2797	571.479
MO-Mtc	Labor	97718 (LOF Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (MA Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (MA Rate x 2.0	1 Hours	163.2797	163.2797
MO-Mtc	Labor	97718 (MA Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (MA Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (MA Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (MA Rate x 1.0	2 Hours	81.6399	163.2798
MO-Mtc	Labor	97718 (MA Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (MA Rate x 2.0	2 Hours	163.2797	326.5594
MO-Mtc	Labor	97718 (MA Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (MC Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (MC Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (MC Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (MC Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (MC Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (MC Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (MC Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (MC Rate x 1.0	4 Hours	81.6399	326.5596
MO-Mtc	Labor	97718 (MC Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (NE\ Rate x 2.0	12 Hours	163.2797	1959.356
MO-Mtc	Labor	97718 (NE\ Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (NE\ Rate x 2.0	4 Hours	163.2797	653.1188

MO-Mtc	Labor	97718 (ORC Rate x 2.0	12 Hours	163.2797	1959.356
MO-Mtc	Labor	97718 (ORC Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (ORC Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (ORC Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (ORC Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (ORC Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (ORC Rate x 1.0	12 Hours	81.6399	979.6788
MO-Mtc	Labor	97718 (ORC Rate x 1.0	4 Hours	81.6399	326.5596
MO-Mtc	Labor	97718 (ORC Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (ORC Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (ORC Rate x 2.0	3 Hours	163.2797	489.8391
MO-Mtc	Labor	97718 (ORC Rate x 1.0	5 Hours	81.6399	408.1995
MO-Mtc	Labor	97718 (ORC Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (ORC Rate x 2.0	1 Hours	163.2797	163.2797
MO-Mtc	Labor	97718 (OW Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (OW Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (OW Rate x 2.0	3.5 Hours	163.2797	571.479
MO-Mtc	Labor	97718 (OW Rate x 1.0	4 Hours	81.6399	326.5596
MO-Mtc	Labor	97718 (OW Rate x 1.0	2 Hours	81.6399	163.2798
MO-Mtc	Labor	97718 (OW Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (PES Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (PES Rate x 2.0	1 Hours	163.2797	163.2797
MO-Mtc	Labor	97718 (PES Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (PES Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (PES Rate x 1.0	2 Hours	81.6399	163.2798
MO-Mtc	Labor	97718 (PUF Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (PUF Rate x 1.0	3 Hours	81.6399	244.9197
MO-Mtc	Labor	97718 (PUF Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (PUF Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (PUF Rate x 1.0	4 Hours	81.6399	326.5596
MO-Mtc	Labor	97718 (PUF Rate x 1.0	4 Hours	81.6399	326.5596
MO-Mtc	Labor	97718 (SAM Rate x 1.0	5 Hours	81.6399	408.1995
MO-Mtc	Labor	97718 (SAM Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (SAM Rate x 1.0	1.5 Hours	81.6399	122.4598
MO-Mtc	Labor	97718 (SAM Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (SAM Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (SAM Rate x 2.0	8 Hours	163.2797	1306.238
MO-Mtc	Labor	97718 (SAM Rate x 2.0	11 Hours	163.2797	1796.077
MO-Mtc	Labor	97718 (SAM Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (SEN Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (SEN Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (SEN Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (SEN Rate x 1.0	4 Hours	81.6399	326.5596
MO-Mtc	Labor	97718 (SEN Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (SEN Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (SEN Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (SEN Rate x 2.0	4 Hours	163.2797	653.1188

MO-Mtc	Labor	97718 (SO/ Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (SO/ Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (SO/ Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (SO/ Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (SO/ Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (SO/ Rate x 1.0	3 Hours	81.6399	244.9197
MO-Mtc	Labor	97718 (SO/ Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (SO/ Rate x 2.0	11 Hours	163.2797	1796.077
MO-Mtc	Labor	97718 (SO/ Rate x 1.0	2 Hours	81.6399	163.2798
MO-Mtc	Labor	97718 (SO/ Rate x 2.0	2 Hours	163.2797	326.5594
MO-Mtc	Labor	97718 (SO/ Rate x 1.0	2 Hours	81.6399	163.2798
MO-Mtc	Labor	97718 (SO/ Rate x 1.0	5 Hours	81.6399	408.1995
MO-Mtc	Labor	97718 (SO/ Rate x 2.0	1 Hours	163.2797	163.2797
MO-Mtc	Labor	97718 (SO/ Rate x 2.0	3 Hours	163.2797	489.8391
MO-Mtc	Labor	97718 (SO/ Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (SO/ Rate x 2.0	3 Hours	163.2797	489.8391
MO-Mtc	Labor	97718 (SO/ Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (SO/ Rate x 2.0	1 Hours	163.2797	163.2797
MO-Mtc	Labor	97718 (STE Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (STE Rate x 2.0	12 Hours	163.2797	1959.356
MO-Mtc	Labor	97718 (STE Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (STE Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (STE Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (STE Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (STE Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (STE Rate x 2.0	2 Hours	163.2797	326.5594
MO-Mtc	Labor	97718 (STE Rate x 1.0	1.5 Hours	81.6399	122.4598
MO-Mtc	Labor	97718 (STE Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (STE Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (STE Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (STE Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (STE Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (STE Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (STE Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (STE Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (STE Rate x 2.0	1 Hours	163.2797	163.2797
MO-Mtc	Labor	97718 (STE Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (STE Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (STE Rate x 2.0	1.5 Hours	163.2797	244.9196
MO-Mtc	Labor	97718 (STE Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (STE Rate x 1.0	2 Hours	81.6399	163.2798
MO-Mtc	Labor	97718 (STE Rate x 1.0	3 Hours	81.6399	244.9197
MO-Mtc	Labor	97718 (STE Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (STE Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (STE Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (SUE Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (SUE Rate x 2.0	4 Hours	163.2797	653.1188

MO-Mtc	Labor	97718 (SUE Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (SUE Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (SUE Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (SUE Rate x 1.0	4 Hours	81.6399	326.5596
MO-Mtc	Labor	97718 (SUE Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (SUE Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TAL Rate x 2.0	12 Hours	163.2797	1959.356
MO-Mtc	Labor	97718 (TAL Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TAL Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TAL Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (TAL Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TAL Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TAL Rate x 2.0	11 Hours	163.2797	1796.077
MO-Mtc	Labor	97718 (TAL Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TAL Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (TAL Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TAL Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (TAL Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TAL Rate x 2.0	1 Hours	163.2797	163.2797
MO-Mtc	Labor	97718 (TAL Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TAL Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TAL Rate x 2.0	3 Hours	163.2797	489.8391
MO-Mtc	Labor	97718 (TAL Rate x 2.0	6 Hours	163.2797	979.6782
MO-Mtc	Labor	97718 (TAL Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TAL Rate x 2.0	3 Hours	163.2797	489.8391
MO-Mtc	Labor	97718 (TAL Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TAL Rate x 2.0	1 Hours	163.2797	163.2797
MO-Mtc	Labor	97718 (TAL Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TAL Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (TEL Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TEL Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (TEL Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TEL Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (TEL Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TEL Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TEL Rate x 2.0	4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (TEL Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TEL Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TEL Rate x 2.0	5 Hours	163.2797	816.3985
MO-Mtc	Labor	97718 (TEL Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TEL Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TEL Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TEL Rate x 1.0	8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TEL Rate x 2.0	3 Hours	163.2797	489.8391
MO-Mtc	Labor	97718 (TEL Rate x 1.0	8 Hours	81.6399	653.1192

MO-Mtc	Labor	97718 (TEL Rate x 1.0		8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TEL Rate x 1.0		3 Hours	81.6399	244.9197
MO-Mtc	Labor	97718 (TEL Rate x 1.0		8 Hours	81.6399	653.1192
MO-Mtc	Labor	97718 (TEL Rate x 2.0		4 Hours	163.2797	653.1188
MO-Mtc	Labor	97718 (TEL Rate x 1.0		8 Hours	81.6399	653.1192
MO-Mtc	Materials	Materials	Materials	1	26.03	26.03
MO-Mtc	Materials	Materials	Materials	1	33.55	33.55
MO-Mtc	Materials	Materials	Materials	97	16.52	1602.44
MO-Mtc	Materials	Materials	Materials	1	147.81	147.81
MO-Mtc	Materials	Materials	Materials	1	349.17	349.17
MO-Mtc	Vehicle	30978 COMPACT		8	6.33	50.64
MO-Mtc	Vehicle	30979 COMPACT		10.5	6.33	66.465
MO-Mtc	Vehicle	32279 COMPACT		12	6.33	75.96
MO-Mtc	Vehicle	93621 COMPACT		5	7.85	39.25
MO-Mtc	Vehicle	93621 COMPACT		12	7.85	94.2
MO-Mtc	Vehicle	93621 COMPACT		12	7.85	94.2
MO-Mtc	Vehicle	93621 COMPACT		8	7.85	62.8
MO-Mtc	Vehicle	93621 COMPACT		4	7.85	31.4
MO-Mtc	Vehicle	93621 COMPACT		12	7.85	94.2
MO-Mtc	Vehicle	93621 COMPACT		8	7.85	62.8
MO-Mtc	Vehicle	93621 COMPACT		9	7.85	70.65
MO-Mtc	Vehicle	93621 COMPACT		2	7.85	15.7
MO-Mtc	Vehicle	93621 COMPACT		2	7.85	15.7
MO-Mtc	Vehicle	93621 COMPACT		10	7.85	78.5
MO-Mtc	Vehicle	31090 COMPACT		12	7.85	94.2
MO-Mtc	Vehicle	31090 COMPACT		12	7.85	94.2
MO-Mtc	Vehicle	31090 COMPACT		12	7.85	94.2
MO-Mtc	Vehicle	31090 COMPACT		4	7.85	31.4
MO-Mtc	Vehicle	31090 COMPACT		8	7.85	62.8
MO-Mtc	Vehicle	31090 COMPACT		8	7.85	62.8
MO-Mtc	Vehicle	31090 COMPACT		8	7.85	62.8
MO-Mtc	Vehicle	31090 COMPACT		10.5	7.85	82.425
MO-Mtc	Vehicle	83586 PICKUP - 8		8	9.98	79.84
MO-Mtc	Vehicle	83586 PICKUP - 8		11	9.98	109.78
MO-Mtc	Vehicle	83586 PICKUP - 8		3	9.98	29.94
MO-Mtc	Vehicle	83586 PICKUP - 8		8	9.98	79.84
MO-Mtc	Vehicle	83586 PICKUP - 8		13	9.98	129.74
MO-Mtc	Vehicle	83586 PICKUP - 8		12	9.98	119.76
MO-Mtc	Vehicle	83586 PICKUP - 8		11	9.98	109.78
MO-Mtc	Vehicle	83586 PICKUP - 8		8.5	9.98	84.83
MO-Mtc	Vehicle	32316 PICKUP - 10		8	9.98	79.84
MO-Mtc	Vehicle	32316 PICKUP - 10		8	9.98	79.84
MO-Mtc	Vehicle	32316 PICKUP - 10		12	9.98	119.76
MO-Mtc	Vehicle	32316 PICKUP - 10		12	9.98	119.76
MO-Mtc	Vehicle	32316 PICKUP - 10		12	9.98	119.76
MO-Mtc	Vehicle	32316 PICKUP - 10		8	9.98	79.84
MO-Mtc	Vehicle	32316 PICKUP - 10		4	9.98	39.92

MO-Mtc	Vehicle	32316 PICKUP - 10	12	9.98	119.76
MO-Mtc	Vehicle	32316 PICKUP - 10	4	9.98	39.92
MO-Mtc	Vehicle	32316 PICKUP - 10	11	9.98	109.78
MO-Mtc	Vehicle	32316 PICKUP - 10	4	9.98	39.92
MO-Mtc	Vehicle	32316 PICKUP - 10	1.5	9.98	14.97
MO-Mtc	Vehicle	32936 PICKUP - 10	12	19.77	237.24
MO-Mtc	Vehicle	32936 PICKUP - 10	8	19.77	158.16
MO-Mtc	Vehicle	32936 PICKUP - 10	12	19.77	237.24
MO-Mtc	Vehicle	32936 PICKUP - 10	12	19.77	237.24
MO-Mtc	Vehicle	32936 PICKUP - 10	8	19.77	158.16
MO-Mtc	Vehicle	32936 PICKUP - 10	12	19.77	237.24
MO-Mtc	Vehicle	32936 PICKUP - 10	8	19.77	158.16
MO-Mtc	Vehicle	32936 PICKUP - 10	12	19.77	237.24
MO-Mtc	Vehicle	32936 PICKUP - 10	12	19.77	237.24
MO-Mtc	Vehicle	32936 PICKUP - 10	9	19.77	177.93
MO-Mtc	Vehicle	32936 PICKUP - 10	8	19.77	158.16
MO-Mtc	Vehicle	32936 PICKUP - 10	11	19.77	217.47
MO-Mtc	Vehicle	32936 PICKUP - 10	6	19.77	118.62
MO-Mtc	Vehicle	32936 PICKUP - 10	11	19.77	217.47
MO-Mtc	Vehicle	32936 PICKUP - 10	9	19.77	177.93
MO-Mtc	Vehicle	32936 PICKUP - 10	12	19.77	237.24
MO-Mtc	Vehicle	33997 PICKUP - 10	1	9.98	9.98
MO-Mtc	Vehicle	33997 PICKUP - 10	13	9.98	129.74
MO-Mtc	Vehicle	33997 PICKUP - 10	13	9.98	129.74
MO-Mtc	Vehicle	33997 PICKUP - 10	9	9.98	89.82
MO-Mtc	Vehicle	33997 PICKUP - 10	2	9.98	19.96
MO-Mtc	Vehicle	33997 PICKUP - 10	6	9.98	59.88
MO-Mtc	Vehicle	33997 PICKUP - 10	5	9.98	49.9
MO-Mtc	Vehicle	33997 PICKUP - 10	3	9.98	29.94
MO-Mtc	Vehicle	33997 PICKUP - 10	6	9.98	59.88
MO-Mtc	Vehicle	33997 PICKUP - 10	11.5	9.98	114.77
MO-Mtc	Vehicle	33997 PICKUP - 10	5	9.98	49.9
MO-Mtc	Vehicle	33997 PICKUP - 10	12	9.98	119.76
MO-Mtc	Vehicle	33997 PICKUP - 10	2	9.98	19.96
MO-Mtc	Vehicle	33997 PICKUP - 10	6	9.98	59.88
MO-Mtc	Vehicle	33997 PICKUP - 10	3	9.98	29.94
MO-Mtc	Vehicle	33997 PICKUP - 10	2	9.98	19.96
MO-Mtc	Vehicle	33997 PICKUP - 10	2	9.98	19.96
MO-Mtc	Vehicle	33997 PICKUP - 10	1	9.98	9.98
MO-Mtc	Vehicle	33997 PICKUP - 10	3	9.98	29.94
MO-Mtc	Vehicle	33997 PICKUP - 10	10	9.98	99.8
MO-Mtc	Vehicle	33997 PICKUP - 10	10	9.98	99.8
MO-Mtc	Vehicle	33961 PICKUP - 10	12	9.98	119.76
MO-Mtc	Vehicle	33961 PICKUP - 10	2	9.98	19.96
MO-Mtc	Vehicle	33962 PICKUP - 10	12	9.98	119.76
MO-Mtc	Vehicle	33962 PICKUP - 10	12	9.98	119.76
MO-Mtc	Vehicle	33962 PICKUP - 10	3	9.98	29.94

MO-Mtc	Vehicle	33962 PICKUP - 1C	5	9.98	49.9
MO-Mtc	Vehicle	33962 PICKUP - 1C	9	9.98	89.82
MO-Mtc	Vehicle	34819 PICKUP - 1C	12	9.98	119.76
MO-Mtc	Vehicle	34819 PICKUP - 1C	13	9.98	129.74
MO-Mtc	Vehicle	34819 PICKUP - 1C	13	9.98	129.74
MO-Mtc	Vehicle	34819 PICKUP - 1C	12	9.98	119.76
MO-Mtc	Vehicle	34819 PICKUP - 1C	12	9.98	119.76
MO-Mtc	Vehicle	34819 PICKUP - 1C	12	9.98	119.76
MO-Mtc	Vehicle	34819 PICKUP - 1C	13	9.98	129.74
MO-Mtc	Vehicle	34819 PICKUP - 1C	12	9.98	119.76
MO-Mtc	Vehicle	34819 PICKUP - 1C	12	9.98	119.76
MO-Mtc	Vehicle	34819 PICKUP - 1C	8	9.98	79.84
MO-Mtc	Vehicle	34819 PICKUP - 1C	8	9.98	79.84
MO-Mtc	Vehicle	34819 PICKUP - 1C	13	9.98	129.74
MO-Mtc	Vehicle	34819 PICKUP - 1C	11	9.98	109.78
MO-Mtc	Vehicle	34819 PICKUP - 1C	10	9.98	99.8
MO-Mtc	Vehicle	34819 PICKUP - 1C	9	9.98	89.82
MO-Mtc	Vehicle	34819 PICKUP - 1C	12	9.98	119.76
MO-Mtc	Vehicle	33591 PICKUP - SF	5	18.18	90.9
MO-Mtc	Vehicle	33591 PICKUP - SF	5.5	18.18	99.99
MO-Mtc	Vehicle	33591 PICKUP - SF	4	18.18	72.72
MO-Mtc	Vehicle	33591 PICKUP - SF	3	18.18	54.54
MO-Mtc	Vehicle	33592 PICKUP - SF	4	18.18	72.72
MO-Mtc	Vehicle	33592 PICKUP - SF	5	18.18	90.9
MO-Mtc	Vehicle	33592 PICKUP - SF	4	18.18	72.72
MO-Mtc	Vehicle	33592 PICKUP - SF	1.5	18.18	27.27
MO-Mtc	Vehicle	33592 PICKUP - SF	4	18.18	72.72
MO-Mtc	Vehicle	33592 PICKUP - SF	3	18.18	54.54
MO-Mtc	Vehicle	33592 PICKUP - SF	10	18.18	181.8
MO-Mtc	Vehicle	33873 PICKUP - SF	4	18.18	72.72
MO-Mtc	Vehicle	33873 PICKUP - SF	4	18.18	72.72
MO-Mtc	Vehicle	33873 PICKUP - SF	5	18.18	90.9
MO-Mtc	Vehicle	33873 PICKUP - SF	5.5	18.18	99.99
MO-Mtc	Vehicle	33873 PICKUP - SF	4	18.18	72.72
MO-Mtc	Vehicle	33873 PICKUP - SF	8	18.18	145.44
MO-Mtc	Vehicle	33873 PICKUP - SF	11	18.18	199.98
MO-Mtc	Vehicle	32261 PICKUP - 4)	16	12.35	197.6
MO-Mtc	Vehicle	32261 PICKUP - 4)	6	12.35	74.1
MO-Mtc	Vehicle	32261 PICKUP - 4)	4	12.35	49.4
MO-Mtc	Vehicle	32261 PICKUP - 4)	7	12.35	86.45
MO-Mtc	Vehicle	32261 PICKUP - 4)	2	12.35	24.7
MO-Mtc	Vehicle	32261 PICKUP - 4)	4	12.35	49.4
MO-Mtc	Vehicle	32261 PICKUP - 4)	4	12.35	49.4
MO-Mtc	Vehicle	32261 PICKUP - 4)	3	12.35	37.05
MO-Mtc	Vehicle	32261 PICKUP - 4)	1	12.35	12.35
MO-Mtc	Vehicle	32261 PICKUP - 4)	6	12.35	74.1
MO-Mtc	Vehicle	32261 PICKUP - 4)	1	12.35	12.35

MO-Mtc	Vehicle	32263 PICKUP - 4)	5	12.35	61.75
MO-Mtc	Vehicle	32263 PICKUP - 4)	1	12.35	12.35
MO-Mtc	Vehicle	32263 PICKUP - 4)	3	12.35	37.05
MO-Mtc	Vehicle	32263 PICKUP - 4)	4	12.35	49.4
MO-Mtc	Vehicle	32263 PICKUP - 4)	4	12.35	49.4
MO-Mtc	Vehicle	32263 PICKUP - 4)	2	12.35	24.7
MO-Mtc	Vehicle	32263 PICKUP - 4)	1	12.35	12.35
MO-Mtc	Vehicle	32263 PICKUP - 4)	1	12.35	12.35
MO-Mtc	Vehicle	32263 PICKUP - 4)	9	12.35	111.15
MO-Mtc	Vehicle	32263 PICKUP - 4)	9	12.35	111.15
MO-Mtc	Vehicle	32263 PICKUP - 4)	2	12.35	24.7
MO-Mtc	Vehicle	32289 PICKUP - 4)	4	12.35	49.4
MO-Mtc	Vehicle	32289 PICKUP - 4)	8	12.35	98.8
MO-Mtc	Vehicle	32289 PICKUP - 4)	0.5	12.35	6.175
MO-Mtc	Vehicle	32289 PICKUP - 4)	4	12.35	49.4
MO-Mtc	Vehicle	32289 PICKUP - 4)	4	12.35	49.4
MO-Mtc	Vehicle	32290 PICKUP - 4)	12	12.35	148.2
MO-Mtc	Vehicle	32290 PICKUP - 4)	4	12.35	49.4
MO-Mtc	Vehicle	32290 PICKUP - 4)	8.5	12.35	104.975
MO-Mtc	Vehicle	32290 PICKUP - 4)	4.5	12.35	55.575
MO-Mtc	Vehicle	32290 PICKUP - 4)	4	12.35	49.4
MO-Mtc	Vehicle	32291 PICKUP - 4)	2.5	12.35	30.875
MO-Mtc	Vehicle	32291 PICKUP - 4)	12	12.35	148.2
MO-Mtc	Vehicle	32291 PICKUP - 4)	12	12.35	148.2
MO-Mtc	Vehicle	32291 PICKUP - 4)	12	12.35	148.2
MO-Mtc	Vehicle	32291 PICKUP - 4)	4	12.35	49.4
MO-Mtc	Vehicle	32291 PICKUP - 4)	12	12.35	148.2
MO-Mtc	Vehicle	32291 PICKUP - 4)	4	12.35	49.4
MO-Mtc	Vehicle	32291 PICKUP - 4)	8	12.35	98.8
MO-Mtc	Vehicle	32291 PICKUP - 4)	10	12.35	123.5
MO-Mtc	Vehicle	32985 PICKUP - 4)	4	12.35	49.4
MO-Mtc	Vehicle	32985 PICKUP - 4)	4	12.35	49.4
MO-Mtc	Vehicle	32985 PICKUP - 4)	5	12.35	61.75
MO-Mtc	Vehicle	32985 PICKUP - 4)	1.5	12.35	18.525
MO-Mtc	Vehicle	32985 PICKUP - 4)	4	12.35	49.4
MO-Mtc	Vehicle	33429 PICKUP - 4)	12	12.35	148.2
MO-Mtc	Vehicle	33429 PICKUP - 4)	8	12.35	98.8
MO-Mtc	Vehicle	33429 PICKUP - 4)	11	12.35	135.85
MO-Mtc	Vehicle	33429 PICKUP - 4)	12	12.35	148.2
MO-Mtc	Vehicle	33429 PICKUP - 4)	4	12.35	49.4
MO-Mtc	Vehicle	33430 PICKUP - 4)	12	12.35	148.2
MO-Mtc	Vehicle	33430 PICKUP - 4)	12	12.35	148.2
MO-Mtc	Vehicle	33430 PICKUP - 4)	8	12.35	98.8
MO-Mtc	Vehicle	33430 PICKUP - 4)	8	12.35	98.8
MO-Mtc	Vehicle	33430 PICKUP - 4)	8	12.35	98.8
MO-Mtc	Vehicle	33430 PICKUP - 4)	9	12.35	111.15
MO-Mtc	Vehicle	33430 PICKUP - 4)	4	12.35	49.4

MO-Mtc	Vehicle	33430 PICKUP - 4)	11	12.35	135.85
MO-Mtc	Vehicle	33430 PICKUP - 4)	10.5	12.35	129.675
MO-Mtc	Vehicle	33430 PICKUP - 4)	9	12.35	111.15
MO-Mtc	Vehicle	33430 PICKUP - 4)	3	12.35	37.05
MO-Mtc	Vehicle	34272 PICKUP - 4)	12	12.35	148.2
MO-Mtc	Vehicle	34272 PICKUP - 4)	12	12.35	148.2
MO-Mtc	Vehicle	34272 PICKUP - 4)	8	12.35	98.8
MO-Mtc	Vehicle	34272 PICKUP - 4)	6	12.35	74.1
MO-Mtc	Vehicle	34272 PICKUP - 4)	8	12.35	98.8
MO-Mtc	Vehicle	34272 PICKUP - 4)	12	12.35	148.2
MO-Mtc	Vehicle	34272 PICKUP - 4)	11	12.35	135.85
MO-Mtc	Vehicle	34272 PICKUP - 4)	8.5	12.35	104.975
MO-Mtc	Vehicle	34272 PICKUP - 4)	12	12.35	148.2
MO-Mtc	Vehicle	34272 PICKUP - 4)	9	12.35	111.15
MO-Mtc	Vehicle	34272 PICKUP - 4)	9	12.35	111.15
MO-Mtc	Vehicle	34272 PICKUP - 4)	4	12.35	49.4
MO-Mtc	Vehicle	34272 PICKUP - 4)	5	12.35	61.75
MO-Mtc	Vehicle	34419 PICKUP - 4)	9	12.35	111.15
MO-Mtc	Vehicle	34420 PICKUP - 4)	1	12.35	12.35
MO-Mtc	Vehicle	33963 PICKUP - SF	8	16.31	130.48
MO-Mtc	Vehicle	33963 PICKUP - SF	4	16.31	65.24
MO-Mtc	Vehicle	33963 PICKUP - SF	2	16.31	32.62
MO-Mtc	Vehicle	33963 PICKUP - SF	8	16.31	130.48
MO-Mtc	Vehicle	33105 PICKUP - SF	12	16.31	195.72
MO-Mtc	Vehicle	33105 PICKUP - SF	12	16.31	195.72
MO-Mtc	Vehicle	33105 PICKUP - SF	12	16.31	195.72
MO-Mtc	Vehicle	33105 PICKUP - SF	8	16.31	130.48
MO-Mtc	Vehicle	33105 PICKUP - SF	4	16.31	65.24
MO-Mtc	Vehicle	33105 PICKUP - SF	11	16.31	179.41
MO-Mtc	Vehicle	33105 PICKUP - SF	12	16.31	195.72
MO-Mtc	Vehicle	33105 PICKUP - SF	2	16.31	32.62
MO-Mtc	Vehicle	33105 PICKUP - SF	4	16.31	65.24
MO-Mtc	Vehicle	33105 PICKUP - SF	8	16.31	130.48
MO-Mtc	Vehicle	33105 PICKUP - SF	8	16.31	130.48
MO-Mtc	Vehicle	34235 PICKUP - SF	12	16.31	195.72
MO-Mtc	Vehicle	34235 PICKUP - SF	5	16.31	81.55
MO-Mtc	Vehicle	34235 PICKUP - SF	8	16.31	130.48
MO-Mtc	Vehicle	33467 PICKUP - SF	3	12.66	37.98
MO-Mtc	Vehicle	33467 PICKUP - SF	8	12.66	101.28
MO-Mtc	Vehicle	33467 PICKUP - SF	2	12.66	25.32
MO-Mtc	Vehicle	32000 PICKUP - SF	4	12.66	50.64
MO-Mtc	Vehicle	32000 PICKUP - SF	5	12.66	63.3
MO-Mtc	Vehicle	32000 PICKUP - SF	5.5	12.66	69.63
MO-Mtc	Vehicle	32000 PICKUP - SF	8	12.66	101.28
MO-Mtc	Vehicle	33346 PICKUP - SF	3	12.66	37.98
MO-Mtc	Vehicle	33346 PICKUP - SF	2	12.66	25.32
MO-Mtc	Vehicle	33347 PICKUP - SF	2	12.66	25.32

MO-Mtc	Vehicle	33347 PICKUP - SF	3	12.66	37.98
MO-Mtc	Vehicle	33347 PICKUP - SF	2	12.66	25.32
MO-Mtc	Vehicle	33348 PICKUP - SF	1	12.66	12.66
MO-Mtc	Vehicle	33349 PICKUP - SF	1	12.66	12.66
MO-Mtc	Vehicle	33349 PICKUP - SF	3	12.66	37.98
MO-Mtc	Vehicle	33349 PICKUP - SF	2	12.66	25.32
MO-Mtc	Vehicle	33349 PICKUP - SF	1.5	12.66	18.99
MO-Mtc	Vehicle	75437 TRUCK TRA	12	43.49	521.88
MO-Mtc	Vehicle	75437 TRUCK TRA	4	43.49	173.96
MO-Mtc	Vehicle	75437 TRUCK TRA	11	43.49	478.39
MO-Mtc	Vehicle	75437 TRUCK TRA	7	43.49	304.43
MO-Mtc	Vehicle	75437 TRUCK TRA	9	43.49	391.41
MO-Mtc	Vehicle	75437 TRUCK TRA	10	43.49	434.9
MO-Mtc	Vehicle	75437 TRUCK TRA	6	43.49	260.94
MO-Mtc	Vehicle	75437 TRUCK TRA	12	43.49	521.88
MO-Mtc	Vehicle	75437 TRUCK TRA	12	43.49	521.88
MO-Mtc	Vehicle	75437 TRUCK TRA	12	43.49	521.88
MO-Mtc	Vehicle	75437 TRUCK TRA	11	43.49	478.39
MO-Mtc	Vehicle	75437 TRUCK TRA	8.5	43.49	369.665
MO-Mtc	Vehicle	75415 TRUCK TRA	8	43.49	347.92
MO-Mtc	Vehicle	33568 TRUCK - DL	12	45.4	544.8
MO-Mtc	Vehicle	33568 TRUCK - DL	12	45.4	544.8
MO-Mtc	Vehicle	33568 TRUCK - DL	12	45.4	544.8
MO-Mtc	Vehicle	33568 TRUCK - DL	4	45.4	181.6
MO-Mtc	Vehicle	33568 TRUCK - DL	8	45.4	363.2
MO-Mtc	Vehicle	33568 TRUCK - DL	11	45.4	499.4
MO-Mtc	Vehicle	33568 TRUCK - DL	8	45.4	363.2
MO-Mtc	Vehicle	33568 TRUCK - DL	11	45.4	499.4
MO-Mtc	Vehicle	33568 TRUCK - DL	8	45.4	363.2
MO-Mtc	Vehicle	33569 TRUCK - DL	12	45.4	544.8
MO-Mtc	Vehicle	33569 TRUCK - DL	8	45.4	363.2
MO-Mtc	Vehicle	33569 TRUCK - DL	8	45.4	363.2
MO-Mtc	Vehicle	33569 TRUCK - DL	12	45.4	544.8
MO-Mtc	Vehicle	33569 TRUCK - DL	12	45.4	544.8
MO-Mtc	Vehicle	33569 TRUCK - DL	10	45.4	454
MO-Mtc	Vehicle	33569 TRUCK - DL	3	45.4	136.2
MO-Mtc	Vehicle	33569 TRUCK - DL	12	45.4	544.8
MO-Mtc	Vehicle	33569 TRUCK - DL	8	45.4	363.2
MO-Mtc	Vehicle	30879 TRUCK - DL	12	45.4	544.8
MO-Mtc	Vehicle	30879 TRUCK - DL	12	45.4	544.8
MO-Mtc	Vehicle	31786 TRUCK - DL	1	45.4	45.4
MO-Mtc	Vehicle	31786 TRUCK - DL	4	45.4	181.6
MO-Mtc	Vehicle	31786 TRUCK - DL	2	45.4	90.8
MO-Mtc	Vehicle	75508 TRUCK - DL	4	45.4	181.6
MO-Mtc	Vehicle	75508 TRUCK - DL	12	45.4	544.8
MO-Mtc	Vehicle	75508 TRUCK - DL	4	45.4	181.6
MO-Mtc	Vehicle	31902 TRUCK - DL	1	45.4	45.4

MO-Mtc	Vehicle	31903 TRUCK - DL	9	45.4	408.6
MO-Mtc	Vehicle	31903 TRUCK - DL	12	45.4	544.8
MO-Mtc	Vehicle	31903 TRUCK - DL	8	45.4	363.2
MO-Mtc	Vehicle	31903 TRUCK - DL	3	45.4	136.2
MO-Mtc	Vehicle	31904 TRUCK - DL	3	45.4	136.2
MO-Mtc	Vehicle	33530 TRUCK - DL	1.5	45.4	68.1
MO-Mtc	Vehicle	33531 TRUCK - DL	4	45.4	181.6
MO-Mtc	Vehicle	33531 TRUCK - DL	5	45.4	227
MO-Mtc	Vehicle	33531 TRUCK - DL	5.5	45.4	249.7
MO-Mtc	Vehicle	33662 TRUCK - DL	3	45.4	136.2
MO-Mtc	Vehicle	33662 TRUCK - DL	8	45.4	363.2
MO-Mtc	Vehicle	33662 TRUCK - DL	8	45.4	363.2
MO-Mtc	Vehicle	33666 TRUCK - DL	11.5	45.4	522.1
MO-Mtc	Vehicle	33666 TRUCK - DL	12	45.4	544.8
MO-Mtc	Vehicle	33666 TRUCK - DL	12	45.4	544.8
MO-Mtc	Vehicle	33666 TRUCK - DL	8	45.4	363.2
MO-Mtc	Vehicle	33666 TRUCK - DL	4	45.4	181.6
MO-Mtc	Vehicle	33666 TRUCK - DL	4	45.4	181.6
MO-Mtc	Vehicle	33666 TRUCK - DL	8	45.4	363.2
MO-Mtc	Vehicle	33666 TRUCK - DL	8	45.4	363.2
MO-Mtc	Vehicle	33666 TRUCK - DL	3	45.4	136.2
MO-Mtc	Vehicle	33670 TRUCK - DL	2	45.4	90.8
MO-Mtc	Vehicle	33670 TRUCK - DL	8	45.4	363.2
MO-Mtc	Vehicle	34265 TRUCK - DL	12	45.4	544.8
MO-Mtc	Vehicle	34266 TRUCK - DL	12	45.4	544.8
MO-Mtc	Vehicle	34266 TRUCK - DL	12	45.4	544.8
MO-Mtc	Vehicle	34266 TRUCK - DL	8	45.4	363.2
MO-Mtc	Vehicle	34266 TRUCK - DL	12	45.4	544.8
MO-Mtc	Vehicle	34266 TRUCK - DL	8	45.4	363.2
MO-Mtc	Vehicle	34266 TRUCK - DL	11	45.4	499.4
MO-Mtc	Vehicle	34266 TRUCK - DL	8	45.4	363.2
MO-Mtc	Vehicle	34267 TRUCK - DL	4.5	45.4	204.3
MO-Mtc	Vehicle	34267 TRUCK - DL	12	45.4	544.8
MO-Mtc	Vehicle	34268 TRUCK - DL	12	45.4	544.8
MO-Mtc	Vehicle	34268 TRUCK - DL	12	45.4	544.8
MO-Mtc	Vehicle	34268 TRUCK - DL	12	45.4	544.8
MO-Mtc	Vehicle	34268 TRUCK - DL	5	45.4	227
MO-Mtc	Vehicle	34268 TRUCK - DL	8	45.4	363.2
MO-Mtc	Vehicle	34268 TRUCK - DL	8	45.4	363.2
MO-Mtc	Vehicle	34268 TRUCK - DL	4	45.4	181.6
MO-Mtc	Vehicle	34268 TRUCK - DL	8	45.4	363.2
MO-Mtc	Vehicle	34268 TRUCK - DL	3	45.4	136.2
MO-Mtc	Vehicle	34268 TRUCK - DL	10	45.4	454
MO-Mtc	Vehicle	34268 TRUCK - DL	12	45.4	544.8
MO-Mtc	Vehicle	34268 TRUCK - DL	10	45.4	454
MO-Mtc	Vehicle	33742 TRUCK - 12	12.5	45.4	567.5
MO-Mtc	Vehicle	33742 TRUCK - 12	12	45.4	544.8

MO-Mtc	Vehicle	33742 TRUCK - 12	12	45.4	544.8
MO-Mtc	Vehicle	33742 TRUCK - 12	12	45.4	544.8
MO-Mtc	Vehicle	33742 TRUCK - 12	12	45.4	544.8
MO-Mtc	Vehicle	33742 TRUCK - 12	4	45.4	181.6
MO-Mtc	Vehicle	33742 TRUCK - 12	12	45.4	544.8
MO-Mtc	Vehicle	33742 TRUCK - 12	4	45.4	181.6
MO-Mtc	Vehicle	33742 TRUCK - 12	5	45.4	227
MO-Mtc	Vehicle	33742 TRUCK - 12	4	45.4	181.6
MO-Mtc	Vehicle	33742 TRUCK - 12	9	45.4	408.6
MO-Mtc	Vehicle	33742 TRUCK - 12	8	45.4	363.2
MO-Mtc	Vehicle	33742 TRUCK - 12	4	45.4	181.6
MO-Mtc	Vehicle	33742 TRUCK - 12	6	45.4	272.4
MO-Mtc	Vehicle	33742 TRUCK - 12	12	45.4	544.8
MO-Mtc	Vehicle	33742 TRUCK - 12	10.5	45.4	476.7
MO-Mtc	Vehicle	33742 TRUCK - 12	9	45.4	408.6
MO-Mtc	Vehicle	33742 TRUCK - 12	8	45.4	363.2
MO-Mtc	Vehicle	34201 TRUCK - 12	8	45.4	363.2
MO-Mtc	Vehicle	34201 TRUCK - 12	12	45.4	544.8
MO-Mtc	Vehicle	34201 TRUCK - 12	4	45.4	181.6
MO-Mtc	Vehicle	34201 TRUCK - 12	4	45.4	181.6
MO-Mtc	Vehicle	34202 TRUCK - 12	6	45.4	272.4
MO-Mtc	Vehicle	34202 TRUCK - 12	4	45.4	181.6
MO-Mtc	Vehicle	34202 TRUCK - 12	2	45.4	90.8
MO-Mtc	Vehicle	34202 TRUCK - 12	12.5	45.4	567.5
MO-Mtc	Vehicle	34202 TRUCK - 12	9	45.4	408.6
MO-Mtc	Vehicle	34202 TRUCK - 12	8	45.4	363.2
MO-Mtc	Vehicle	35002 TRUCK - 12	3	45.4	136.2
MO-Mtc	Vehicle	35002 TRUCK - 12	12	45.4	544.8
MO-Mtc	Vehicle	35002 TRUCK - 12	4	45.4	181.6
MO-Mtc	Vehicle	35002 TRUCK - 12	9	45.4	408.6
MO-Mtc	Vehicle	35002 TRUCK - 12	5	45.4	227
MO-Mtc	Vehicle	35002 TRUCK - 12	11	45.4	499.4
MO-Mtc	Vehicle	35002 TRUCK - 12	8	45.4	363.2
MO-Mtc	Vehicle	35003 TRUCK - 12	12	45.4	544.8
MO-Mtc	Vehicle	35003 TRUCK - 12	8	45.4	363.2
MO-Mtc	Vehicle	35003 TRUCK - 12	4	45.4	181.6
MO-Mtc	Vehicle	35003 TRUCK - 12	2	45.4	90.8
MO-Mtc	Vehicle	35003 TRUCK - 12	8	45.4	363.2
MO-Mtc	Vehicle	35115 TRUCK - 12	9	45.4	408.6
MO-Mtc	Vehicle	35115 TRUCK - 12	3	45.4	136.2
MO-Mtc	Vehicle	35116 TRUCK - 12	9	45.4	408.6
MO-Mtc	Vehicle	35116 TRUCK - 12	12	45.4	544.8
MO-Mtc	Vehicle	35116 TRUCK - 12	4	45.4	181.6
MO-Mtc	Vehicle	35116 TRUCK - 12	8	45.4	363.2
MO-Mtc	Vehicle	35116 TRUCK - 12	12	45.4	544.8
MO-Mtc	Vehicle	35116 TRUCK - 12	8	45.4	363.2
MO-Mtc	Vehicle	35116 TRUCK - 12	4	45.4	181.6

MO-Mtc	Vehicle	35116 TRUCK - 12	12	45.4	544.8
MO-Mtc	Vehicle	35116 TRUCK - 12	5	45.4	227
MO-Mtc	Vehicle	35116 TRUCK - 12	9	45.4	408.6
MO-Mtc	Vehicle	75625 TRUCK - 12	12	45.72	548.64
MO-Mtc	Vehicle	75625 TRUCK - 12	6	45.72	274.32
MO-Mtc	Vehicle	75625 TRUCK - 12	4	45.72	182.88
MO-Mtc	Vehicle	75625 TRUCK - 12	5	45.72	228.6
MO-Mtc	Vehicle	75625 TRUCK - 12	1.5	45.72	68.58
MO-Mtc	Vehicle	75625 TRUCK - 12	4	45.72	182.88
MO-Mtc	Vehicle	75625 TRUCK - 12	10	45.72	457.2
MO-Mtc	Vehicle	75623 TRUCK - 12	8	45.72	365.76
MO-Mtc	Vehicle	75623 TRUCK - 12	12	45.72	548.64
MO-Mtc	Vehicle	75623 TRUCK - 12	4	45.72	182.88
MO-Mtc	Vehicle	75623 TRUCK - 12	4	45.72	182.88
MO-Mtc	Vehicle	75623 TRUCK - 12	11	45.72	502.92
MO-Mtc	Vehicle	75623 TRUCK - 12	8	45.72	365.76
MO-Mtc	Vehicle	75623 TRUCK - 12	8	45.72	365.76
MO-Mtc	Vehicle	75623 TRUCK - 12	12	45.72	548.64
MO-Mtc	Vehicle	75623 TRUCK - 12	11	45.72	502.92
MO-Mtc	Vehicle	75623 TRUCK - 12	8	45.72	365.76
MO-Mtc	Vehicle	32950 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	32950 TRUCK - FL	2	24	48
MO-Mtc	Vehicle	32950 TRUCK - FL	2	24	48
MO-Mtc	Vehicle	32950 TRUCK - FL	10	24	240
MO-Mtc	Vehicle	32951 TRUCK - FL	5	24	120
MO-Mtc	Vehicle	32951 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	32951 TRUCK - FL	2	24	48
MO-Mtc	Vehicle	32951 TRUCK - FL	10	24	240
MO-Mtc	Vehicle	32952 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	32952 TRUCK - FL	2	24	48
MO-Mtc	Vehicle	32952 TRUCK - FL	5	24	120
MO-Mtc	Vehicle	32952 TRUCK - FL	1.5	24	36
MO-Mtc	Vehicle	33683 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	33683 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	33683 TRUCK - FL	3	24	72
MO-Mtc	Vehicle	33684 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	33684 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	33684 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	33684 TRUCK - FL	11	24	264
MO-Mtc	Vehicle	33684 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	33684 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	33684 TRUCK - FL	9	24	216
MO-Mtc	Vehicle	33684 TRUCK - FL	4	24	96
MO-Mtc	Vehicle	33684 TRUCK - FL	6	24	144
MO-Mtc	Vehicle	33684 TRUCK - FL	11	24	264
MO-Mtc	Vehicle	33684 TRUCK - FL	2	24	48
MO-Mtc	Vehicle	33684 TRUCK - FL	12	24	288

MO-Mtc	Vehicle	33685 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	33685 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	33685 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	33685 TRUCK - FL	4	24	96
MO-Mtc	Vehicle	33685 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	33685 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	33685 TRUCK - FL	9	24	216
MO-Mtc	Vehicle	33685 TRUCK - FL	4	24	96
MO-Mtc	Vehicle	33686 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	33686 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	33686 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	33686 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	33686 TRUCK - FL	2	24	48
MO-Mtc	Vehicle	33686 TRUCK - FL	9	24	216
MO-Mtc	Vehicle	33687 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	33687 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	33687 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	33687 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	33687 TRUCK - FL	3	24	72
MO-Mtc	Vehicle	33687 TRUCK - FL	4	24	96
MO-Mtc	Vehicle	33687 TRUCK - FL	2	24	48
MO-Mtc	Vehicle	33687 TRUCK - FL	2	24	48
MO-Mtc	Vehicle	33687 TRUCK - FL	6	24	144
MO-Mtc	Vehicle	33687 TRUCK - FL	3	24	72
MO-Mtc	Vehicle	33687 TRUCK - FL	11	24	264
MO-Mtc	Vehicle	33687 TRUCK - FL	2	24	48
MO-Mtc	Vehicle	33687 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	34299 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	34299 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	34299 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	34299 TRUCK - FL	4	24	96
MO-Mtc	Vehicle	34299 TRUCK - FL	6	24	144
MO-Mtc	Vehicle	34299 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	34300 TRUCK - FL	12	34	408
MO-Mtc	Vehicle	34300 TRUCK - FL	12	34	408
MO-Mtc	Vehicle	34300 TRUCK - FL	12	34	408
MO-Mtc	Vehicle	34300 TRUCK - FL	8	34	272
MO-Mtc	Vehicle	34300 TRUCK - FL	3	34	102
MO-Mtc	Vehicle	34300 TRUCK - FL	2	34	68
MO-Mtc	Vehicle	34296 TRUCK - FL	14	34	476
MO-Mtc	Vehicle	34296 TRUCK - FL	12	34	408
MO-Mtc	Vehicle	34296 TRUCK - FL	12	34	408
MO-Mtc	Vehicle	34296 TRUCK - FL	4	34	136
MO-Mtc	Vehicle	34296 TRUCK - FL	8	34	272
MO-Mtc	Vehicle	34296 TRUCK - FL	11	34	374
MO-Mtc	Vehicle	34296 TRUCK - FL	12	34	408
MO-Mtc	Vehicle	34296 TRUCK - FL	8	34	272

MO-Mtc	Vehicle	34296 TRUCK - FL	8	34	272
MO-Mtc	Vehicle	34296 TRUCK - FL	2	34	68
MO-Mtc	Vehicle	34296 TRUCK - FL	8	34	272
MO-Mtc	Vehicle	34296 TRUCK - FL	4	34	136
MO-Mtc	Vehicle	34297 TRUCK - FL	12	34	408
MO-Mtc	Vehicle	34297 TRUCK - FL	8	34	272
MO-Mtc	Vehicle	34298 TRUCK - FL	12	34	408
MO-Mtc	Vehicle	34298 TRUCK - FL	12	34	408
MO-Mtc	Vehicle	34298 TRUCK - FL	8	34	272
MO-Mtc	Vehicle	34298 TRUCK - FL	3	34	102
MO-Mtc	Vehicle	34298 TRUCK - FL	4	34	136
MO-Mtc	Vehicle	34298 TRUCK - FL	2	34	68
MO-Mtc	Vehicle	34298 TRUCK - FL	11	34	374
MO-Mtc	Vehicle	34298 TRUCK - FL	2	34	68
MO-Mtc	Vehicle	34298 TRUCK - FL	2	34	68
MO-Mtc	Vehicle	34298 TRUCK - FL	8	34	272
MO-Mtc	Vehicle	34298 TRUCK - FL	8	34	272
MO-Mtc	Vehicle	34298 TRUCK - FL	8	34	272
MO-Mtc	Vehicle	30900 TRUCK - FL	4	24	96
MO-Mtc	Vehicle	30900 TRUCK - FL	11	24	264
MO-Mtc	Vehicle	30878 TRUCK - FL	8.5	24	204
MO-Mtc	Vehicle	30878 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	30878 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	30878 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	30878 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	30878 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	30878 TRUCK - FL	13	24	312
MO-Mtc	Vehicle	30878 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	30878 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	30878 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	30878 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	30878 TRUCK - FL	2	24	48
MO-Mtc	Vehicle	30878 TRUCK - FL	3	24	72
MO-Mtc	Vehicle	30878 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	30878 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	30934 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	30934 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	30934 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	30934 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	30934 TRUCK - FL	2	24	48
MO-Mtc	Vehicle	30934 TRUCK - FL	9	24	216
MO-Mtc	Vehicle	30934 TRUCK - FL	3	24	72
MO-Mtc	Vehicle	30934 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	31319 TRUCK - FL	4	24	96
MO-Mtc	Vehicle	32264 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	32266 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	32302 TRUCK - FL	4	24	96

MO-Mtc	Vehicle	32302 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	32303 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	32303 TRUCK - FL	5	24	120
MO-Mtc	Vehicle	32303 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	32303 TRUCK - FL	2	24	48
MO-Mtc	Vehicle	32303 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	32303 TRUCK - FL	10	24	240
MO-Mtc	Vehicle	32303 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	32304 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	32304 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	32304 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	32304 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	32304 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	32304 TRUCK - FL	4	24	96
MO-Mtc	Vehicle	32304 TRUCK - FL	2	24	48
MO-Mtc	Vehicle	32304 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	32304 TRUCK - FL	4	24	96
MO-Mtc	Vehicle	32305 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	32305 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	32305 TRUCK - FL	4	24	96
MO-Mtc	Vehicle	32305 TRUCK - FL	2	24	48
MO-Mtc	Vehicle	32305 TRUCK - FL	2	24	48
MO-Mtc	Vehicle	32305 TRUCK - FL	10	24	240
MO-Mtc	Vehicle	32305 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	32306 TRUCK - FL	4	24	96
MO-Mtc	Vehicle	33490 TRUCK - FL	1.5	24	36
MO-Mtc	Vehicle	33570 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	33570 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	33571 TRUCK - FL	8	24	192
MO-Mtc	Vehicle	33571 TRUCK - FL	12	24	288
MO-Mtc	Vehicle	31314 TRUCK - AS	4	83.68	334.72
MO-Mtc	Vehicle	34043 TRUCK - SV	10	104.74	1047.4
MO-Mtc	Vehicle	34043 TRUCK - SV	2	104.74	209.48
MO-Mtc	Vehicle	34043 TRUCK - SV	2	104.74	209.48
MO-Mtc	Vehicle	34679 TRUCK - SV	12	104.74	1256.88
MO-Mtc	Vehicle	34679 TRUCK - SV	8	104.74	837.92
MO-Mtc	Vehicle	34679 TRUCK - SV	8	104.74	837.92
MO-Mtc	Vehicle	34679 TRUCK - SV	12	104.74	1256.88
MO-Mtc	Vehicle	34679 TRUCK - SV	4	104.74	418.96
MO-Mtc	Vehicle	34680 TRUCK - SV	8	104.74	837.92
MO-Mtc	Vehicle	34680 TRUCK - SV	8	104.74	837.92
MO-Mtc	Vehicle	34682 TRUCK - SV	12	104.74	1256.88
MO-Mtc	Vehicle	34682 TRUCK - SV	12	104.74	1256.88
MO-Mtc	Vehicle	34682 TRUCK - SV	8	104.74	837.92
MO-Mtc	Vehicle	34682 TRUCK - SV	4	104.74	418.96
MO-Mtc	Vehicle	34682 TRUCK - SV	2	104.74	209.48
MO-Mtc	Vehicle	34682 TRUCK - SV	8	104.74	837.92

MO-Mtc	Vehicle	34682 TRUCK - SV	6	104.74	628.44
MO-Mtc	Vehicle	34683 TRUCK - SV	12	104.74	1256.88
MO-Mtc	Vehicle	34684 TRUCK - SV	8	104.74	837.92
MO-Mtc	Vehicle	34685 TRUCK - SV	15	104.74	1571.1
MO-Mtc	Vehicle	34685 TRUCK - SV	4	104.74	418.96
MO-Mtc	Vehicle	34685 TRUCK - SV	6	104.74	628.44
MO-Mtc	Vehicle	34685 TRUCK - SV	9	104.74	942.66
MO-Mtc	Vehicle	34686 TRUCK - SV	2	104.74	209.48
MO-Mtc	Vehicle	34686 TRUCK - SV	4	104.74	418.96
MO-Mtc	Vehicle	85707 TRUCK - FLI	1	69.72	69.72
MO-Mtc	Vehicle	85707 TRUCK - FLI	4	69.72	278.88
MO-Mtc	Vehicle	85707 TRUCK - FLI	11	69.72	766.92
MO-Mtc	Vehicle	85707 TRUCK - FLI	12	69.72	836.64
MO-Mtc	Vehicle	85707 TRUCK - FLI	4	69.72	278.88
MO-Mtc	Vehicle	85707 TRUCK - FLI	4	69.72	278.88
MO-Mtc	Vehicle	85707 TRUCK - FLI	7	69.72	488.04
MO-Mtc	Vehicle	85706 TRUCK - FLI	12	69.72	836.64
MO-Mtc	Vehicle	85706 TRUCK - FLI	4	69.72	278.88
MO-Mtc	Vehicle	95708 TRUCK - FLI	9	69.72	627.48
MO-Mtc	Vehicle	95708 TRUCK - FLI	4	69.72	278.88
MO-Mtc	Vehicle	33395 TRUCK - SP	5	67.16	335.8
MO-Mtc	Vehicle	33395 TRUCK - SP	2	67.16	134.32
MO-Mtc	Vehicle	30882 TRUCK - SP	2	67.16	134.32
MO-Mtc	Vehicle	30882 TRUCK - SP	1.5	67.16	100.74
MO-Mtc	Vehicle	65705 TRUCK - SP	12	67.16	805.92
MO-Mtc	Vehicle	33129 BACKHOE L	12	56.78	681.36
MO-Mtc	Vehicle	33129 BACKHOE L	12	56.78	681.36
MO-Mtc	Vehicle	33130 BACKHOE L	2	56.78	113.56
MO-Mtc	Vehicle	33130 BACKHOE L	8	56.78	454.24
MO-Mtc	Vehicle	33132 BACKHOE L	12	56.78	681.36
MO-Mtc	Vehicle	33596 BACKHOE L	10.5	56.78	596.19
MO-Mtc	Vehicle	33523 BACKHOE L	8	56.78	454.24
MO-Mtc	Vehicle	33523 BACKHOE L	9	56.78	511.02
MO-Mtc	Vehicle	33523 BACKHOE L	6	56.78	340.68
MO-Mtc	Vehicle	33523 BACKHOE L	11	56.78	624.58
MO-Mtc	Vehicle	33523 BACKHOE L	9	56.78	511.02
MO-Mtc	Vehicle	33523 BACKHOE L	8	56.78	454.24
MO-Mtc	Vehicle	33523 BACKHOE L	2	56.78	113.56
MO-Mtc	Vehicle	33523 BACKHOE L	12	56.78	681.36
MO-Mtc	Vehicle	33992 BACKHOE L	12	56.92	683.04
MO-Mtc	Vehicle	33993 BACKHOE L	12.5	56.92	711.5
MO-Mtc	Vehicle	33993 BACKHOE L	11	56.92	626.12
MO-Mtc	Vehicle	34177 EXCAVATO	12	125.14	1501.68
MO-Mtc	Vehicle	34008 WHEEL LOA	4	69.26	277.04
MO-Mtc	Vehicle	34010 WHEEL LOA	1	69.26	69.26
MO-Mtc	Vehicle	34010 WHEEL LOA	8	69.26	554.08
MO-Mtc	Vehicle	34362 MOWER - E	1	69.66	69.66

MO-Mtc	Vehicle	34453 TRACTOR -	4	100.7	402.8
MO-Mtc	Vehicle	33617 TRAILER - 1	12	0	0
MO-Mtc	Vehicle	33617 TRAILER - 1	4	0	0
MO-Mtc	Vehicle	33617 TRAILER - 1	4	0	0
MO-Mtc	Vehicle	33618 TRAILER - 1	6	0	0
MO-Mtc	Vehicle	33618 TRAILER - 1	2	0	0
MO-Mtc	Vehicle	33618 TRAILER - 1	12.5	0	0
MO-Mtc	Vehicle	33618 TRAILER - 1	8	0	0
MO-Mtc	Vehicle	30863 TRAILER - 1	12	0	0
MO-Mtc	Vehicle	30863 TRAILER - 1	8	0	0
MO-Mtc	Vehicle	34763 TRAILER - L	4	0	0
MO-Mtc	Vehicle	34763 TRAILER - L	7	0	0
MO-Mtc	Vehicle	34763 TRAILER - L	9	0	0
MO-Mtc	Vehicle	34763 TRAILER - L	10	0	0
MO-Mtc	Vehicle	34763 TRAILER - L	6	0	0
MO-Mtc	Vehicle	34763 TRAILER - L	12	0	0
MO-Mtc	Vehicle	34763 TRAILER - L	12	0	0
MO-Mtc	Vehicle	34763 TRAILER - L	11	0	0
MO-Mtc	Vehicle	34763 TRAILER - L	8.5	0	0

Charge Fro Charge To Comments

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#####	#####	5/31/2020 Emergency Response.
#####	#####	6/1/2020
#####	#####	6/2/2020
#####	#####	6/3/2020
#####	#####	6/4/2020
#####	#####	6/5/2020
#####	#####	6/8/2020
#####	#####	6/9/2020
#####	#####	#####
#####	#####	
#####	#####	6/1/2020
#####	#####	
#####	#####	
#####	#####	
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#####	#####	
#####	#####	
#####	#####	OT
#####	#####	COMP
#####	#####	
#####	#####	6/6/2020 Assist with graffiti & debris removal. Boarding business windows.
#####	#####	OT
#####	#####	COMP
#####	#####	OT
#####	#####	COMP
#####	#####	OT
#####	#####	OT
#####	#####	OT/OOC
#####	#####	OT
#####	#####	
#####	#####	
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#####	#####	OT
#####	#####	
#####	#####	
#####	#####	OOC
#####	#####	OOC/COMP
#####	#####	OOC/COMP

OOC
OOC
OOC
5/31/2020 Emergency Response
6/1/2020 Emergency response
6/2/2020 BLM protests
6/2/2020 BLM protests

6/5/2020 Weed eat & blow 6 islands on 1st. Haul off debris from International D
6/5/2020 Weed eat & blow 6 islands on 1st. Haul off debris from International D
6/9/2020 Protest response & set up lumber supplies for response.

6/9/2020 Protest response & set up lumber supplies for response.

6/16/2020 Protest emergency, removal of barriers from CHOP
6/16/2020 Protest emergency, removal of barriers from CHOP
6/26/20 CHOP clean up support
6/26/20 CHOP clean up support
7/1/20 Protest clean up in CHOP
7/1/20 Protest clean up in CHOP
6/1/2020 Protest Patrol
6/1/2020 Protest Patrol
6/2/2020 Protest Patrol. Put up plywood. Emergency response.
6/2/2020 Protest Patrol. Put up plywood. Emergency response.
6/3/2020 Protest Patrol. Emergency Standby.
6/8/2020 March for Justice

Sun. 5-31-20 down town Seattle, pick up water barriers - set in place at seven loc
6/1/2020
6/1/2020
6/2/2020
6/2/2020
6/2/2020
6/2/2020
6/2/2020
6/3/2020
6/3/2020
6/4/2020 Used 67 plywood.
6/5/2020 Boarding up windows. Offload trailers/trucks.
6/5/2020 Boarding up windows. Offload trailers/trucks.
6/8/2020 Emergency response. Supply barricades to East District.

6/2/2020
6/1/2020
6/2/2020
6/2/2020
6/4/2020
6/4/2020
6/8/2020

6/3/2020
6/5/2020 Boarding up windows. Offload trailers/trucks.
6/8/2020
6/8/2020
6/9/2020 Protest Stand by

6-16-20, 12 & Pine St - unload ecology blocks build wood on blocks
6/1/2020 Protest Patrol
6/1/2020 Protest Patrol
6/2/2020 Protest Patrol. Put up plywood. Emergency response.
6/2/2020 Protest Patrol. Put up plywood. Emergency response.
6/3/2020 Protest Patrol. Emergency Standby.
6/5/2020 Emergency Standby
6/8/2020 Standby. Assist crews at East Precinct.
6/8/2020 Standby. Assist crews at East Precinct.
6/9/2020 Assist crews at East Police Precinct.
6/10/2020 Assist crew at East Precinct.
6/10/2020 Assist crew at East Precinct.

7/1/2020 March for Justice.
7/1/2020 March for Justice.
6/1/2020 Emergency response

6/12/2020 Protest response & boarding windows.

#####

6/10/2020 Deliver planting boxes, remove water barriers, & police rails.

6/12/2020 Protest response & boarding windows.
6/12/2020 Protest response & boarding windows.
Sat. 6-13-20 rental
6-16-20 at 12 & pine unload center blocks, build center blocks and load water ba
6-16-20 at 12 & pine unload center blocks, build center blocks and load water ba
6-17-20 at 12 & pine, build boards on ecology blocks
6-17-20 at 12 & pine, build boards on ecology blocks
6/25/2020 Prep for protest response.
6/26/2020 Stand by for protest. Clean up.
6/26/2020 Stand by for protest. Clean up.
6/1/2020
6/1/2020
6/2/2020
6/2/2020
6/3/2020
6/4/2020 Boarding up windows.
6/8/2020
6/9/2020 Boarding windows, water barrier.
6/9/2020 Boarding windows, water barrier.

6-16-20, 12 & Pine St - unload ecology blocks build wood on blocks
6-16-20, 12 & Pine St - unload ecology blocks build wood on blocks

7/1/2020 CHOP cleaning up 24 tons waste all day.
6/2/2020
6/2/2020
6/3/2020
6/3/2020
6/4/2020 Boarding up windows.
6/5/2020 Boarding up windows. Offload trailers/trucks.
6/5/2020 Boarding up windows. Offload trailers/trucks.

6/12/2020 Protest response & boarding windows.
6/12/2020 Protest response & boarding windows.

6-16-20, 12 & Pine St - unload ecology blocks build wood on blocks
6-16-20, 12 & Pine St - unload ecology blocks build wood on blocks

7/1/2020 CHOP cleaning up 24 tons waste all day.
6/1/2020
6/1/2020
6/2/2020
6/2/2020
6/3/2020
6/3/2020

6/4/2020 Boarding up windows.
6/5/2020 Boarding up windows. Offload trailers/trucks.
6/7/2020 Unload & place temporary fence. Install plywood over windows. Load {
6/8/2020
6/8/2020
6-16-20, 12 & Pine St - unload ecology blocks build wood on blocks
6-16-20, 12 & Pine St - unload ecology blocks build wood on blocks
7/1/2020 CHOP cleaning up 24 tons waste all day.
6/1/2020
6/1/2020
6/2/2020
6/2/2020
6/3/2020
6/4/2020 Used 67 plywood.
6/5/2020
6/6/2020 Assist with graffiti & debris removal. Boarding business windows.
6/8/2020
6/8/2020
6/10/2020 Deliver planting boxes, remove water barriers, & police rails.
6/10/2020 Deliver planting boxes, remove water barriers, & police rails.

Sat. 6-13-20 rental
6-16-20 at 12 & pine unload center blocks, build center blocks and load water ba
6-16-20 at 12 & pine unload center blocks, build center blocks and load water ba
6-17-20 at 12 & pine, build boards on ecology blocks
6-17-20 at 12 & pine, build boards on ecology blocks
6/25/2020 Prep for protest response.
6/26/2020 Stand by for protest. Clean up.
6/26/2020 Stand by for protest. Clean up.
6/1/2020 Emergency response
6/1/2020 Emergency response
6/2/2020 Protest Emergency Response
6/2/2020 Protest Emergency Response
6/3/2020
6/4/2020 Assist picking up water barriers.
6/5/2020 Protest Emergency Response.
6/9/2020
6/1/2020
6/1/2020
6/2/2020
6/2/2020
6/3/2020
6/4/2020 Used 67 plywood.
6/5/2020

6/16/2020 Unload under blocks, build barriers, load barriers

6/16/2020 Unload under blocks, build barriers, load barriers

6/25/2020 Prep for protest response.
6/26/20 Assist with protest staged up on 12th Ave E/Pine
6/26/20 Assist with protest staged up on 12th Ave E/Pine
7/1/20 Pick up garbage and blocks
6/1/2020 Protest Patrol
6/1/2020 Protest Patrol
6/2/2020 Protest Patrol. Put up plywood. Emergency response.
6/2/2020 Protest Patrol. Put up plywood. Emergency response.
6/3/2020 Protest Patrol. Emergency Standby.
6/4/2020 Assist picking up water barriers.
6/5/2020 Protest Emergency Response.
6/5/2020 Emergency Standby
6/7/2020 Unload & place temporary fence. Install plywood over windows. Load &
6/8/2020 March for Justice
6/9/2020 Assist crews at East Police Precinct.

6/26/2020 Stand by
7/1/2020 March for Justice.
7/1/2020 March for Justice.
5/31/2020 Emergency Response.
6/1/2020
6/2/2020
6/2/2020
6/3/2020
6/4/2020
6/4/2020 On standby for protest.
6/5/2020
6/5/2020
6/6/2020 Assist with graffiti & debris removal. Boarding business windows.
6/8/2020
6/8/2020
6/9/2020

Sat. 6-13-20 rental
6/16/2020 Unload under blocks, build barriers, load barriers
6/16/2020 Unload under blocks, build barriers, load barriers

6/26/20 Assist with protest staged up on 12th Ave E/Pine
6/26/20 Assist with protest staged up on 12th Ave E/Pine
6/1/2020 Protest Patrol
6/1/2020 Protest Patrol
6/2/2020 Protest Patrol. Put up plywood. Emergency response.

6/2/2020 Protest Patrol. Put up plywood. Emergency response.
6/3/2020 Protest Patrol. Emergency Standby.
6/5/2020 Emergency Standby
6/9/2020 Boarding windows, water barrier.
6/9/2020 Boarding windows, water barrier.
7/2/2020 CHOP
6/1/2020
6/1/2020
6/2/2020
6/2/2020
6/3/2020
6/4/2020 Used 67 plywood.
6/4/2020 On standby for protest.
6/5/2020
6/6/2020 Assist with graffiti & debris removal. Boarding business windows.
6/8/2020
6/8/2020
6/9/2020 Protest
6/10/2020 Deliver planting boxes, remove water barriers, & police rails.
6/10/2020 Deliver planting boxes, remove water barriers, & police rails.
6-16-20 at 12 & pine unload center blocks, build center blocks and load water ba
6-16-20 at 12 & pine unload center blocks, build center blocks and load water ba
6-17-20 at 12 & pine, build boards on ecology blocks
6-17-20 at 12 & pine, build boards on ecology blocks
6/25/2020 Prep for protest response.
6/1/2020
6/2/2020
6/2/2020
6/3/2020
6/8/2020

6/1/2020
6/2/2020
6/4/2020
6/4/2020

6/6/2020 Assist with graffiti & debris removal. Boarding business windows.

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6/9/2020 Protest Stand by

6/12/2020 Protest response & boarding windows.
6/12/2020 Protest response & boarding windows.
Sat. 6-13-20 rental
6-18-20
6/26/2020 CHOP Emergency Response.
6/26/2020 CHOP Emergency Response.
6/30/2020 Pick up jersey barriers.
6/30/2020 Pick up jersey barriers.
7/1/2020 Clean up CHOP zone..
Sun. 5-31-20 clean up CBD, place water barriers at City Hall and the CBD at appr
6/1/2020 Protest Patrol
6/1/2020 Protest Patrol
6/2/2020
6/2/2020
6/4/2020 Assist with removing water barriers.
6/5/2020 Protest Emergency Response.

6/10/2020 Emergency Response. Loaded 70 planter boxes onto trailer, moved to

6/16/2020 Delivered ECO blocks (24). Hauled out barriers & misc.
6/16/2020 Delivered ECO blocks (24). Hauled out barriers & misc.
6/24/2020 Emergency response.
6/30/2020 Emergency response.
6/30/2020 Emergency response.
7/1/2020 March for Justice.
7/1/2020 March for Justice.
Sun. 5-31-20 down town Seattle, pick up water barriers - set in place at seven loc
6/1/2020
6/1/2020
6/2/2020
6/2/2020
6/4/2020 Pick up water barricades from 3rd & Pike/Pine.
6/5/2020

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6/11/2020 Protest Stand by.
6/16/2020 Drop off eco block
6/16/2020 Drop off eco block
6/26/20 Assist with protest staged up on 12th Ave E/Pine
6/26/20 Assist with protest staged up on 12th Ave E/Pine
6/30/ Pick up barriers, brought them to the state yard for protest, 5 barriers
6/30/ Pick up barriers, brought them to the state yard for protest, 5 barriers
7/1/20 Pick up garbage and blocks

5/31/2020 Emergency Response
6/2/2020 BLM protests
6/2/2020 BLM protests
6/9/2020 Removed concrete jersey barriers & clean up.
6/26/20 March for justice, standby CHOP zone
6/26/20 March for justice, standby CHOP zone
6/30/20 March for Justice Chop
6/30/20 Deliver ecology concrete blocks from Magnolia to State Yard
6/1/2020
6/1/2020
6/2/2020
6/2/2020
6/3/2020
6/4/2020 Boarding up windows.
6/4/2020 Boarding up windows.
6/4/2020 Pick up barricades, barriers, & equipment.
6/7/2020 Unload & place temporary fence. Install plywood over windows. Load &

6/11/2020 Protest Stand by.
6-18-20
6/26/2020 CHOP Emergency Response.
6/26/2020 CHOP Emergency Response.
7/1/20 Pick up garbage and blocks

6/1/2020
6/2/2020
6/2/2020
6/4/2020
6/4/2020
6/6/2020 Assist with graffiti & debris removal. Boarding business windows.
6/8/2020
6/1/2020
6/1/2020
6/2/2020
6/2/2020
6/3/2020

6/3/2020
6/4/2020 Pick up barricades, barriers, & equipment.
6/7/2020 Unload & place temporary fence. Install plywood over windows. Load &
6/8/2020 Assist with clean up from protests on Cap. Hill.
6/8/2020 Assist with clean up from protests on Cap. Hill.
6/10/2020 Deliver planting boxes, remove water barriers, & police rails.
6/10/2020 Deliver planting boxes, remove water barriers, & police rails.

Sat. 6-13-20 rental
6-16-20 protest response
6-16-20 protest response
6-17-20 Ch/St Cap. Hill response
6-17-20 Ch/St Cap. Hill response
6-18-20 Ch/St move equipment related to protests
6/25/2020 Get equipment ready for CHOP zone.
6/26/2020 CHOP detail work.
6/26/2020 CHOP detail work.

6/1/2020
6/2/2020

6/6/2020 Assist with graffiti & debris removal. Assist with protest.

6/1/2020 Protest Patrol
6/1/2020 Protest Patrol

6/9/2020 Assist crews at East Police Precinct.
6/12/2020 Protest response & boarding windows.

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6-12-20 rental
6-12-20 rental
Sat. 6-13-20 rental
6-16-20 rental
6-17-20 rental

6/1/2020
6/1/2020
6/2/2020
6/2/2020
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6/7/2020
6/8/2020
6/8/2020
6/9/2020
6/9/2020

7/1/2020
7/1/2020
6/1/2020
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6/9/2020

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6/9/2020

#####

6/2/2020
6/2/2020

7/2/2020
7/2/2020
6/6/2020 Assist with graffiti & debris removal. Boarding business windows.

6/1/2020
6/1/2020
6/2/2020
6/2/2020
6/3/2020
6/3/2020
6/4/2020 Boarding up windows.
6/5/2020 Boarding up windows. Offload trailers/trucks.

7/1/2020 CHOP cleaning up 24 tons waste all day.
7/1/2020 CHOP cleaning up 24 tons waste all day.

6/6/2020 Assist with graffiti & debris removal. Boarding business windows.

5/31/2020 Emergency Response
6/2/2020 BLM protests
6/2/2020 BLM protests

6/12/2020 Protest response & boarding windows.
6-17-20 at 12 & pine, build boards on ecology blocks
6-17-20 at 12 & pine, build boards on ecology blocks
6/29/20 Sent home for standby for justice
7/1/20 Protest clean up in CHOP
7/1/20 Protest clean up in CHOP
6/1/2020
6/1/2020
6/3/2020
6/4/2020 Pick up barricades, barriers, & equipment.
6/4/2020 On standby for protest.

6/4/2020 Pick up barricades, barriers, & equipment.
6/6/2020 Assist with graffiti & debris removal. Boarding business windows.
6/8/2020
6/8/2020
6/9/2020 Assist clean up East Precinct.
6/9/2020 Protest
6/10/2020 Deliver planting boxes, remove water barriers, & police rails.
6/10/2020 Deliver planting boxes, remove water barriers, & police rails.

6-16-20 at 12 & pine unload center blocks, build center blocks and load water ba
6-16-20 at 12 & pine unload center blocks, build center blocks and load water ba
6/25/2020 Prep for protest response.
6/26/2020 Stand by for protest. Clean up.
6/26/2020 Stand by for protest. Clean up.
6/1/2020
6/2/2020
6/4/2020
6/4/2020
6/8/2020

6/1/2020
6/1/2020
6/2/2020
6/2/2020
6/3/2020
6/8/2020

6/2/2020
6/2/2020
6/3/2020
6/4/2020
6/5/2020

6/2/2020
6/8/2020

6/1/2020 Protest Patrol
6/1/2020 Protest Patrol
6/2/2020 Protest Patrol. Put up plywood. Emergency response.
6/2/2020 Protest Patrol. Put up plywood. Emergency response.
6/3/2020 Protest Patrol. Emergency Standby.
6/4/2020 Assist picking up water barriers.
6/5/2020 Emergency Standby
6/7/2020 Unload & place temporary fence. Install plywood over windows. Load
6/8/2020 March for Justice
6/8/2020 March for Justice
6/9/2020 Assist crews at East Police Precinct.
6/10/2020 Assist crew at East Precinct.
6/10/2020 Assist crew at East Precinct.

7/1/2020 March for Justice.
7/1/2020 March for Justice.

6/1/2020
6/2/2020
6/2/2020
6/3/2020

6/2/2020
6/2/2020
6/3/2020
6/3/2020
6/4/2020 Used 67 plywood.
6/5/2020
6/9/2020

6/12/2020 Assist boarding windows.
6/16/2020 Unload under blocks, build barriers, load barriers
6/16/2020 Unload under blocks, build barriers, load barriers
6/18/2020 Emergency response

6/25/2020 Prep for protest response.
6/26/20 Assist with protest staged up on 12th Ave E/Pine
6/26/20 Assist with protest staged up on 12th Ave E/Pine
7/1/20 Pick up garbage and blocks
6/1/2020
6/1/2020

6/2/2020
6/2/2020
6/3/2020
6/4/2020 Boarding up windows.
6/5/2020 Boarding up windows. Offload trailers/trucks.
6/9/2020 Protest Stand by
5/31/2020 Emergency Response.
6/1/2020
6/2/2020
6/2/2020
6/3/2020
6/4/2020 Pick up barricades, barriers, & equipment.
6/6/2020 Assist with graffiti & debris removal. Boarding business windows.
6/8/2020
6/8/2020
6/9/2020 Protest
6/9/2020 Protest
6/10/2020 Deliver planting boxes, remove water barriers, & police rails.
6/10/2020 Deliver planting boxes, remove water barriers, & police rails.

6/12/2020 Protest response & boarding windows.
6/12/2020 Protest response & boarding windows.
Sat. 6-13-20 rental
6-16-20 at 12 & pine unload center blocks, build center blocks and load water ba
6-16-20 at 12 & pine unload center blocks, build center blocks and load water ba
6-17-20 at 12 & pine, build boards on ecology blocks
6-17-20 at 12 & pine, build boards on ecology blocks
6/26/2020 Stand by for protest. Clean up.
6/26/2020 Stand by for protest. Clean up.
6/1/2020
6/1/2020
6/2/2020
6/2/2020
6/3/2020
6/4/2020 Used 67 plywood.
6/4/2020 On standby for protest.
6/5/2020
6/8/2020
6/8/2020
6/9/2020

6/12/2020 Assist boarding windows.
6/16/2020 Unload under blocks, build barriers, load barriers
6/16/2020 Unload under blocks, build barriers, load barriers
#####

6/18/2020 Emergency response
6/25/2020 Prep for protest response.
6/26/20 Assist with protest staged up on 12th Ave E/Pine
6/26/20 Assist with protest staged up on 12th Ave E/Pine
7/1/20 Pick up garbage and blocks
6/2/2020 - Tape measures & square speed level from Compton Lumber

6/4/2020 - #10 1-1/2" screws & #10 1-1/4" screws from Tacoma Screw Products
6/16/2020 - Ecology Blocks from Salmon Bay
6/30/20 National Barricade, 15 Drain Caps for Water-Fillable Barrier
7/13/2020 - Chain rigging/Picking gear for moving ecology blocks from West Coa
6/5/2020

6/1/2020
6/2/2020
6/3/2020
6/5/2020
6/7/2020
6/9/2020
6/9/2020

7/1/2020
6/1/2020
6/2/2020
6/3/2020
6/4/2020 Boarding up windows.
6/8/2020
6/9/2020 Boarding windows, water barrier.

6-16-20, 12 & Pine St - unload ecology blocks build wood on blocks
Sun. 5-31-20 clean up CBD, place water barriers at City Hall and the CBD at appr
6/6/2020 Assist with graffiti & debris removal. Assist with protest.

6/2/2020

6/3/2020
#####

7/6/2020 - Haul protest garbage to dump; 31 tons

6/12/2020 Assist boarding windows.

Sun. 5-31-
6/2/2020
6/3/2020
6/4/2020 Used 67 plywood.
6/9/2020 Boarding windows, water barrier.
6/11/2020 Emergency Response
6/17/20 Emergency response
6/18/2020 Emergency response
6/25/2020 Emergency response.

6/2/2020
6/3/2020
6/5/2020 Boarding up windows. Offload trailers/trucks.
6/8/2020
6/9/2020 Protest Standby
6/12/2020 Protest response & boarding windows.
6-16-20, 12 & Pine St - unload ecology blocks build wood on blocks
Sun. 5-31-20 clean up CBD, place water barriers at City Hall and the CBD at appr
6/1/2020
5/31/2020 Emergency Response
6/2/2020 BLM protests

6/8/2020 March for Justice.
6/8/2020 Started to prep truck for S&I. Called to assist March for Justice respons
6/9/2020 Assist clean up East Precinct.

6/12/2020 Protest response & boarding windows.
6/16/2020 Protest emergency, removal of barriers from CHOP
6/26/20 CHOP clean up support
7/1/20 Protest clean up in CHOP
Sun. 5-31-20 clean up CBD, place water barriers at City Hall and the CBD at appr
6/1/2020

6/2/2020 BLM protests

6/4/2020 Pick up barricades, barriers, & equipment.
6/5/2020

6/8/2020 Assist with clean up from protests on Cap. Hill.

6/10/2020 Deliver planting boxes, remove water barriers, & police rails.

Sat. 6-13-20 30934 = 2 hrs33684 = 6 hrs32936 = 6 hrs33523 = 6 hrs33742 = 6 hrs

6/16/2020 Protest Response
6-17-20 Ch/St Cap. Hill response
6-18-20 Ch/St move equipment related to protests
6/9/2020 Removed concrete jersey barriers & clean up.
6/26/20 March for justice, standby CHOP zone
6/30/20 March for Justice Chop
6/30/20 Deliver ecology concrete blocks from Magnolia to State Yard
6/4/2020 Assist with removing water barriers.
6/8/2020 Standby. Assist crews at East Precinct.
6/9/2020 Assist crews at East Police Precinct.
6/26/2020 Emergency response.
6/30/2020 Emergency response.
7/1/2020 March for Justice.
6/4/2020 Pick up water barricades from 3rd & Pike/Pine.

6/8/2020 Emergency response. Supply barricades to East District.
6/9/2020 P/U concrete blocks from 12th & Pine.
6/16/2020 Delivered ECO blocks (24). Hauled out barriers & misc.

6/2/2020
6/4/2020 Pick up barricades, barriers, & equipment.

6/30/ Pick up barriers, brought them to the state yard for protest, 5 barriers
7/1/20 Pick up garbage and blocks
Sun. 5-31-20 down town Seattle, pick up water barriers - set in place at seven loc
6/16/2020 Drop off eco block
Sun. 5-31-20 down town Seattle, pick up water barriers - set in place at seven loc
6/2/2020
6/8/2020 Standby. Assist crews at East Precinct.
6/11/2020 Protest Stand by.

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6/26/20 Assist with protest staged up on 12th Ave E/Pine
6/30/2020 Emergency standby & loading water barriers.
7/1/2020 CHOP cleaning up 24 tons waste all day.
Sun. 5-31-20 down town Seattle, pick up water barriers - set in place at seven loc

Sun. 5-31-20 clean up CBD, place water barriers at City Hall and the CBD at appr
6/2/2020
6/3/2020
6/4/2020 Protest Standby. Pick up water barriers.
6/7/2020 Unload & place temporary fence. Install plywood over windows. Load &

6/26/2020 CHOP Emergency Response.
6/30/2020 Pick up jersey barriers.
7/1/2020 Clean up CHOP zone..

6/2/2020
6/8/2020

6/2/2020 Protest Emergency Response
6/3/2020
6/4/2020 Assist picking up water barriers.

6/1/2020
6/5/2020
6/6/2020 Assist with graffiti & debris removal. Boarding business windows.
6/8/2020
6/9/2020

Sat. 6-13-20 30934 = 2 hrs33684 = 6 hrs32936 = 6 hrs33523 = 6 hrs33742 = 6 hrs
6/16/2020 Unload under blocks, build barriers, load barriers

6/26/20 Assist with protest staged up on 12th Ave E/Pine

6/1/2020
6/2/2020
6/3/2020
6/4/2020 Boarding up windows.
6/5/2020 Boarding up windows. Offload trailers/trucks.
6/9/2020 Protest Standby
7/1/2020 CHOP cleaning up 24 tons waste all day.
7/2/2020 CHOP
5/31/2020 Emergency Response
6/1/2020 Protest Patrol
6/3/2020
6/9/2020 Assist clean up East Precinct.
6/29/20 Sent home for standby for justice
7/1/20 Protest clean up in CHOP
5/31/2020 Emergency Response
6/1/2020 Protest Patrol
6/2/2020 Protest Patrol. Put up plywood. Emergency response.
6/3/2020 Protest Patrol. Emergency Standby.
6/4/2020 Assist picking up water barriers.
6/5/2020 Emergency Standby
6/8/2020 March for Justice.
6/9/2020 Assist crews at East Police Precinct.
6/10/2020 Assist crew at East Precinct.
6/12/2020 Protest response & boarding windows.

7/1/2020 March for Justice.
6/1/2020 Protest Patrol
6/2/2020 Protest Patrol. Put up plywood. Emergency response.
6/3/2020 Protest Patrol. Emergency Standby.
6/5/2020 Emergency Standby
6/10/2020 Assist crew at East Precinct.
7/1/2020 March for Justice.
6/1/2020 Emergency response
6/1/2020 Protest Patrol
6/2/2020 Protest Emergency Response
6/3/2020
6/4/2020 Assist picking up water barriers.
6/5/2020 Protest Emergency Response.
6/1/2020
6/2/2020
6/3/2020
6/4/2020 Boarding up windows.
6/5/2020 Boarding up windows. Offload trailers/trucks.
6/7/2020 Unload & place temporary fence. Install plywood over windows. Load &
6/8/2020
6/9/2020 Boarding windows, water barrier.

7/1/2020 CHOP cleaning up 24 tons waste all day.
7/2/2020 CHOP
6/2/2020 Protest Patrol. Put up plywood. Emergency response.
6/3/2020 Protest Patrol. Emergency Standby.
6/1/2020 Protest Patrol
6/2/2020 Protest Patrol. Put up plywood. Emergency response.
6/3/2020 Protest Patrol. Emergency Standby.
6/4/2020 Assist picking up water barriers.
6/5/2020 Emergency Standby
6/5/2020 Protest Emergency Response.
6/7/2020 Unload & place temporary fence. Install plywood over windows. Load {
6/8/2020 March for Justice.
6/9/2020 Assist crews at East Police Precinct.

6/26/2020 Stand by
7/1/2020 March for Justice.

6/6/2020 Assist with graffiti & debris removal. Assist with protest.
5/31/2020 Emergency Response
6/2/2020
6/3/2020
6/4/2020 Used 67 plywood.
6/8/2020
6/9/2020

6/12/2020 Assist boarding windows.

6/18/2020 Emergency response

6/25/2020 Prep for protest response.
6/26/2020 Stand by for protest. Clean up.
7/1/20 Pick up garbage and blocks
6/1/2020
6/2/2020
6/6/2020 Assist with graffiti & debris removal. Boarding business windows.

Sat. 6-13-20 30934 = 2 hrs33684 = 6 hrs32936 = 6 hrs33523 = 6 hrs33742 = 6 hrs
6-17-20 at 12 & pine, build boards on ecology blocks
6/25/2020 Prep for protest response.
6/26/2020 Stand by for protest. Clean up.
6/1/2020

6/1/2020

6/2/2020

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6/3/2020

6/4/2020

6/8/2020

6/9/2020 Protest response & set up lumber supplies for response.

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6/2/2020

6/3/2020

6/2/2020

7/2/2020

6/1/2020

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6/2/2020

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6/6/2020 Assist with graffiti & debris removal. Boarding business windows.

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6/6/2020 Assist with graffiti & debris removal. Boarding business windows.

6/2/2020

18,000 gal H2O barriers

6/6/2020 Assist with graffiti & debris removal. Boarding business windows.

6/8/2020

6/26/2020 CHOP detail work.
6/8/2020 Assist with clean up from protests on Cap. Hill.
6/26/2020 CHOP Emergency Response.
6/9/2020 Assist crews at East Police Precinct.
7/1/2020 March for Justice.
6/26/20 March for justice, standby CHOP zone
6-16-20, 12 & Pine St - unload ecology blocks build wood on blocks
6/4/2020 Pick up barricades, barriers, & equipment.
6/10/2020 Deliver planting boxes, remove water barriers, & police rails.
Sat. 6-13-20 30934 = 2 hrs33684 = 6 hrs32936 = 6 hrs33523 = 6 hrs33742 = 6 hrs
6/16/2020 Protest Response
6-17-20 Ch/St Cap. Hill response *Les Cooper used vehicle # 33523
6-18-20 Ch/St move equipment related to protests
6/25/2020 Get equipment ready for CHOP zone.
6/26/2020 CHOP detail work.

Sun. 5-31-20 clean up CBD, place water barriers at City Hall and the CBD at appr
6/7/2020 Unload & place temporary fence. Install plywood over windows. Load &

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istrict. Protest response.

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irriers cons & gales

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& remove water barriers.

istrict. Protest response.
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& remove water barriers.

irriers cons & gales
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st Wire Rope & Rigging

oved intersections

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& remove water barriers.



TRK Maintenance Operations Work Order# 829895

Work Order Information

Initiated Date:	06/01/2020	Initiated Time:	10:03 am
Field Start Date:		Field End Date:	
Source:	<blank>	Source Type:	<blank>
Assigned To:	JOSEPH WOODBURY	Crew Chief:	<blank>
Milestone (Status):	New	Result:	<blank>
External Reference #:	<blank>	External Reference Type:	<blank>
ROW Permit #:	<blank>	Project Name:	<blank>

Location / Asset Information

Asset ID: 03885 0150
Asset Description: 5TH AVE BETWEEN PIKE ST AND PINE ST
Address Information: 5TH AVE BETWEEN PIKE ST AND PINE ST
Location Information: Downtown Core Protest Clean Up

Work Description

Maintenance Type Description: Work not elsewhere categorized
Problem / Deficiency Description: Other
Work Type Activity Description: Maintenance
Work Description:
Attachments: None

Accomplishments

Accomplishment Description	Quantity	Unit of Measure	Comment
No Information	n/a	n/a	n/a



TRF Capital Proj/Rdwy Struct Work Order# 829971

Work Order Information

Initiated Date:	06/02/2020	Initiated Time:	08:10 am
Field Start Date:		Field End Date:	
Source:	<blank>	Source Type:	<blank>
Assigned To:	WILLIAM POLK	Crew Chief:	WILLIAM POLK
Milestone (Status):	Scheduled	Result:	<blank>
External Reference #:	<blank>	External Reference Type:	<blank>
ROW Permit #:	<blank>	Project Name:	<blank>

Location / Asset Information

Asset ID: BRG-999
Asset Description: Miscellaneous Structure
Address Information: <blank>
Location Information: Downtown Seattle

Work Description

Maintenance Type Description: Work not elsewhere categorized
Problem / Deficiency Description: Miscellaneous Issue
Work Type Activity Description: Work does not fit into any other type
Work Description: Bring jersey barriers to Downtown Seattle.
Attachments: None

Accomplishments

Accomplishment Description	Quantity	Unit of Measure	Comment
No Information	n/a	n/a	n/a



TRF Capital Proj/Rdwy Struct Work Order# 830686

Work Order Information

Initiated Date:	06/08/2020	Initiated Time:	08:16 am
Field Start Date:	06/08/2020	Field End Date:	06/08/2020
Source:	<blank>	Source Type:	<blank>
Assigned To:	LARRY FINNICK	Crew Chief:	WILLIAM POLK
Milestone (Status):	Field Work Approved	Result:	Completed as specified
External Reference #:	<blank>	External Reference Type:	<blank>
ROW Permit #:	<blank>	Project Name:	<blank>

Location / Asset Information

Asset ID: BRG-0
Asset Description: Level 1 Type - Bridge
Address Information: <blank>
Location Information: 1) Jose Rizal Bridge2) 102nd Ped Bridge and HWY 99

Work Description

Maintenance Type Description: Work not elsewhere categorized
Problem / Deficiency Description: Miscellaneous Issue
Work Type Activity Description: Project
Work Description: Remove sign from Jose Rizal Bridge as well as 102nd Ped Bridge and HWY 99. Check and remove signs from Holman Road Ped Br., 42nd street Ped Bridge at Aurora, Gailor over Aurora, 130th St. ped bridge.
Attachments: None

Accomplishments

Accomplishment Description	Quantity	Unit of Measure	Comment
No Information	n/a	n/a	n/a



TRK Maintenance Operations Work Order# 831791

Work Order Information

Initiated Date: 06/18/2020	Initiated Time: 08:14 am
Field Start Date:	Field End Date:
Source: Identified by a crew	Source Type: Other
Assigned To: MARC SPAULDING	Crew Chief: <blank>
Milestone (Status): Scheduled	Result: <blank>
External Reference #: <blank>	External Reference Type: <blank>
ROW Permit #: <blank>	Project Name: <blank>

Location / Asset Information

Asset ID: SAS-0
Asset Description: Level 1 Type - Sign Assembly
Address Information: <blank>
Location Information: CHOP

Work Description

Maintenance Type Description: Work not elsewhere categorized
Problem / Deficiency Description: Misc. Issue External
Work Type Activity Description: Maintenance
Work Description: This WO is to track labor & vehicle costs related to Signs and Markings response to the Justice March.
Attachments: None

Accomplishments

Accomplishment Description	Quantity	Unit of Measure	Comment
No Information	n/a	n/a	n/a



TRK Maintenance Operations Work Order# 833250

Work Order Information

Initiated Date: 07/01/2020	Initiated Time: 02:43 pm
Field Start Date: 07/02/2020	Field End Date: 07/02/2020
Source: SDOT General	Source Type: <blank>
Assigned To: MARC SPAULDING	Crew Chief: MARC SPAULDING
Milestone (Status): Closed	Result: Completed as specified
External Reference #: <blank>	External Reference Type: <blank>
ROW Permit #: <blank>	Project Name: <blank>

Location / Asset Information

Asset ID: PMK-0
Asset Description: Level 1 Type - Pavement Marking
Address Information: E PINE ST BETWEEN 10TH AVE AND 11TH AVE
Location Information: E Pine St from vicinity of 10th Ave to vicinity of 11th Ave

Work Description

Maintenance Type Description: Install, build, pave, plant
Problem / Deficiency Description: No problem or routine
Work Type Activity Description: Install

Work Description: 32 Yellow High Profile Tuff Curb & 48" Tuff Posts were usedPlease install (see attached drawing):Yellow tuff curbs/flex posts on E Pine St between 10th Ave and 11th Ave with 3 OM-3L's on Flex Posts4" Temp Tape Yellow IGLCrosswalk at the east leg of E Pine St at 10th Ave E16" Stop Lines at each approach to 10th & E Pine StAll-way stop control at the intersection of E Pine St & 10th Ave (R1-1 with R1-3P on TS-10RW on 3 legs)Traffic Revision Ahead signs approaching the 10th Ave and 11th Ave intersections with E Pine St.Two Traffic Merge with Bikes signsInstall a "NO RIGHT TURN" R3-1 on the S side of E Pine St 0' W/o 11th AveAnd, remove conflicting signs.Please contact Carter Danne at 206-949-9867 or Dusty Rasmussen at 206-648-0525 should you have any questions or comments.Thank you!

Attachments:

<http://dotwinw105/H8/ATTACHMENTS/WM-REF/E Pine St Black Lives Matter Mural.pdf>

Accomplishments

Accomplishment Description	Quantity	Unit of Measure	Comment
No Information	n/a	n/a	n/a



TRF Capital Proj/Rdwy Struct Work Order# 833323

Work Order Information

Initiated Date:	07/02/2020	Initiated Time:	07:54 am
Field Start Date:	06/30/2020	Field End Date:	
Source:	<blank>	Source Type:	<blank>
Assigned To:	LARRY FINNICK	Crew Chief:	WILLIAM POLK
Milestone (Status):	In Process	Result:	<blank>
External Reference #:	<blank>	External Reference Type:	<blank>
ROW Permit #:	<blank>	Project Name:	<blank>

Location / Asset Information

Asset ID: SDW-0
Asset Description: Level 1 Type - Sidewalk
Address Information: <blank>
Location Information: Capital Hill Occupied Protest

Work Description

Maintenance Type Description: Work not elsewhere categorized
Problem / Deficiency Description: Miscellaneous Issue
Work Type Activity Description: Work does not fit into any other type
Work Description: CHOP work
Attachments: None

Accomplishments

Accomplishment Description	Quantity	Unit of Measure	Comment
No Information	n/a	n/a	n/a



TRH Transportation Operations Work Order# 833505

Work Order Information

Initiated Date:	07/04/2020	Initiated Time:	01:37 pm
Field Start Date:		Field End Date:	
Source:	Seattle Police Department	Source Type:	Request received via telephone
Assigned To:	TMOOC1 TMOOC1	Crew Chief:	MARC SPAULDING
Milestone (Status):	Scheduled	Result:	<blank>
External Reference #:	<blank>	External Reference Type:	<blank>
ROW Permit #:	<blank>	Project Name:	<blank>

Location / Asset Information

Asset ID: SGN-177801
Asset Description: E PINE ST 0110 BLOCK S SIDE (265) 265 FT E/O 11TH AVE (R8-POLICEX 69' -17/21)
Address Information: E PINE ST BETWEEN 11TH AVE AND 12TH AVE
Location Information: E PINE ST WEST OF 12TH AVE

Work Description

Maintenance Type Description: Routine repair of broken asset
Problem / Deficiency Description: Missing
Work Type Activity Description: Maintenance
Work Description: SPD reports that the SPD licensed vehicle only parking signs are missing around east precinct.
Attachments: None

Accomplishments

Accomplishment Description	Quantity	Unit of Measure	Comment
No Information	n/a	n/a	n/a



TRH Transportation Operations Work Order# 833506

Work Order Information

Initiated Date:	07/04/2020	Initiated Time:	01:40 pm
Field Start Date:		Field End Date:	
Source:	Seattle Police Department	Source Type:	Request received via telephone
Assigned To:	TMOOC1 TMOOC1	Crew Chief:	MARC SPAULDING
Milestone (Status):	Scheduled	Result:	<blank>
External Reference #:	<blank>	External Reference Type:	<blank>
ROW Permit #:	<blank>	Project Name:	<blank>

Location / Asset Information

Asset ID: <blank>
Asset Description: <blank>
Address Information: <blank>
Location Information: 12TH AVE SOUTH OF E PINE ST

Work Description

Maintenance Type Description: Routine repair of broken asset
Problem / Deficiency Description: Missing
Work Type Activity Description: Maintenance
Work Description: SPD reports that the SPD licensed vehicle only parking signs are missing around east precinct.
Attachments: None

Accomplishments

Accomplishment Description	Quantity	Unit of Measure	Comment
No Information	n/a	n/a	n/a

Exhibit 13

Chaz: Seattle's 'Capitol Hill Autonomous Zone'



500m
2,000 ft

Exhibit 14

EMERGENCY POWERS MATRONS
TERMINATING CIVIL EMERGENCY
CITY OF SEATTLE

WHEREAS, I proclaimed a civil emergency on May 20, 2020 at 4:08 p.m., in order to respond to the unprecedented mass demonstrations protesting the murder of George Floyd at the hands of two Minneapolis Police Officers during his arrest on May 25, 2020;

WHEREAS, the mass demonstrations on Tuesday night, May 26, 2020 resulted in substantial property damage to businesses in the downtown Seattle area, burning of police vehicles, riotous looting, public safety efforts, and the arrest of several individuals. The threat of injury to persons and destruction of property necessitated the use of emergency powers granted to the Mayor pursuant to the City Charter, Seattle Municipal Code Chapter 23.02 and RCW Chapter 36.03; and

WHEREAS, I have consulted with the City's Police Chief, Fire Chief, the Director of Emergency Management and the Director of Public Health – Seattle & King County to determine if there are any local, public safety responses or disaster recovery operations that require the continuation of emergency measures; and

WHEREAS, based on that consultation, there are no local, public safety responses or disaster recovery operations that require the continuation of emergency measures; and

WHEREAS, the cessation of civil order has progressed sufficiently that the exercise of emergency powers as to the May 20, 2020 civil emergency is no longer needed; **NOW, THEREFORE**,

BE IT PROCLAIMED BY THE MAYOR OF THE CITY OF SEATTLE, THE
SCHOLARLE ESTER A. BRIDGES, THAT:

I, ESTER A. BRIDGES, MAYOR OF THE CITY OF SEATTLE, ACTING UNDER THE AUTHORITY OF CHAPTER 36 OF THE CITY OF SEATTLE, ARTICLE V, SECTION 1, AND SEATTLE MUNICIPAL CODE SECTION 23.02, IN ACCORD WITH RCW 36.03 AND SEATTLE AND MY MAYORAL PROCLAMATION OF CIVIL EMERGENCY DATED MAY 20, 2020 AT 4:08 PM, **HEREBY ORDER**

SECTION 1: PROCLAMATION TERMINATING CIVIL EMERGENCY

The civil emergency proclaimed on May 20, 2020 at 4:08 p.m., as a result of the riotous demonstrations is hereby terminated, and the exercise of the emergency authority issued to me as Mayor by RCW Chapter 36.03, Chapter of the City of Seattle, Article V, Section 1, and Seattle Municipal Code Chapter 23.02 is no longer necessary as to the civil emergency.

SECTION 2: PURPOSE AND SCOPE

The purpose of this Proclamation is to declare a state of Civil Emergency and hereby authorized.

SECTION 3: CIVIL EMERGENCY ORDER INCLUDING THE ORDER ESTABLISHING PROHIBITED ITEMS IS HEREBY

The authority authorized in the CIVIL EMERGENCY ORDER (ATTACHED HEREIN) HEREBY IS THAT of May 28, 2020 at 10:00 a.m. is hereby declared.

SECTION 4: EFFECTIVE DATE OF TERMINATION

This Proclamation Terminating Civil Emergency shall take effect upon its signing. The duration of the Proclamation of Civil Emergency and the implementation of any emergency measures shall not affect the validity of any contracts executed by the City, any debts incurred, any obligations made, or any actions taken while it was in effect.

SECTION 5: COPIES TO BE MADE

A copy of this Proclamation and any civil emergency order issued hereunder shall be delivered to the Governor of the State of Washington and to the County Executive of King County. To the extent practicable, a copy of this Proclamation Terminating Civil Emergency shall be made available to all news media within the City and to the general public. In order to give the widest dissemination of this Proclamation to the public, as many other available means as may be practical to use shall be used, including but not limited to posting in public facilities and public utility systems.

SECTION 6: PRESENTATION, RATIFICATION, TERMINATION

This Proclamation shall immediately upon issuance, in so far as practical, be filed with the City Clerk for presentation to the City Council for ratification and confirmation, modification, or rejection. The Council may, by resolution, modify or reject the proclamation and, if rejected, it shall be void. If the Council neither ratifies or rejects the proclamation said modification or rejection shall be prospective only as provided by law and shall not affect any actions taken prior to the modification or rejection. The Council shall convene to act on any proclamation of civil emergency within 48 hours of being presented to the Council by the Mayor.

WITNESSED 17th day of June 2020


JERRY A. SMITH
Mayor

Exhibit 15

Thread



Mayer James Dorian [@mjdorian](#)

1/1

Replied to [@mjdorian](#) and [@mjdorian](#)

The Capitol Hill Autonomous Zone [#CHAZ](#) is not a lawless wasteland of anarchist insurrection - it is a peaceful expression of our community's collective grief and their desire to build a better world. Given his track record, it's not hard to believe that Trump is wrong, yet again.

4:55 PM · Jun 11, 2020 · TweetDeck

1,187 Retweets · 1,787 Quote Tweets · 12.8K Likes



Mayer James Dorian [@mjdorian](#) · Jun 11, 2020

1/1

Replied to [@mjdorian](#)

For the thousands of individuals who have been on Capitol Hill, I think you can best what I've seen: The pouring of Black Lives Matter along First Street, food trucks, vegetable produce, makeshift shops and more.



Mayer James Dorian [@mjdorian](#) · Jun 11, 2020

1/1

Justice is necessary, we demand justice, and I believe we will be at the forefront of our meaningful change. Nothing will prevent us from the work that needs to be done.



Mayer James Dorian [@mjdorian](#) · Jun 11, 2020

1/1

I remain committed to working with community, including the organized community on Capitol Hill, to bring change here and to change as a city, and what

Exhibit 16



Threads



Mayor Jenny Durkin

[@jennydurkin](#)

100%

Replying to [@jennydurkin](#)

For the thousands of individuals who have been on Capitol Hill, I think you've seen what I've seen. The painting of Black Lives Matter along Pine Street, food trucks, spaghetti potlucks, teach-ins, and movies.

See this and 11,000+ Tweets

142 Retweets 142 Quote Tweets 5,344 Likes



Mayor Jenny Durkin [@jennydurkin](#) · July 17, 2020

100%

Replying to [@jennydurkin](#)

Capitol is a government, not a criminal justice and I believe we will be at the forefront of true meaningful change. Nothing will prevent our city from the work that needs to be done.



Mayor Jenny Durkin [@jennydurkin](#) · July 17, 2020

100%

I remain committed to working with community, including the organizers, coming on Capitol Hill to re-imagine how we do things as a city, and what investments in public health, safety, and economic justice look like.



Mayor Jenny Durkin [@jennydurkin](#) · July 17, 2020

100%

I'm working with [@Justice401](#) Chad Spearman and listening to community to understand how we can continue to build trust between our Justice Police officers and the community around the East Precinct.



Exhibit 17



Tweet



Mayor Jenny Durkin  @MayorJenny - Oct 18, 2020

140

Durkin today, I visited the [MARC](#) and met Marcus Henderson, the person behind the new community garden growing up in Cal Anderson Park. Read more about Marcus and the work that's gone into creating the garden: [https://www.washpost.com/local/2020/10/18/](#)



Tweet



Mayor Jerry D'Onofrio [@MayorJerry](#) · Jun 22, 2020

For as long as I can remember, Capital Hill has been autonomous. It's always been a place where people go to express themselves freely. Today at the [#Hill](#), I spoke with organizers and community about how we can move forward and keep our communities safe, together.



Exhibit 18



Mayor Jenny Durkan  @MayorJenny - Jun 16, 2020

The #CHOP has emerged as a gathering place for community to demand change of their local, state, and federal government. At the @CityofSeattle, we've made a few changes to facilitate first amendment activities while also maintaining safety and access for all of our residents.

 City of Seattle  @CityofSeattle - Jun 16, 2020

This morning, City departments including @seattledot, @SeattleFire and @SeattleSPU worked with the CHOP organizers to make some important public safety and access changes to the area. Read more about how the City is working to keep everyone safe: durkan.seattle.gov/2020/06/city-o...



Exhibit 19

Local News
The Seattle Times

After a full month of protests, demonstrators bring march to Seattle mayor's neighborhood

June 28, 2020 at 9:16 pm | Updated June 29, 2020 at 1:18 am



1 of 8 | Crowds attend the March for Accountability: Defund SPD & Reinvest in Communities event Sunday. The event was sponsored by the Seattle Democratic Socialists of America and

Missing and Murdered Indigenous People &... (Erika Schultz / The Seattle Times) **More** ▾

By [Mary Hudetz](#) 

Seattle Times staff reporter

Hundreds of people marched to the neighborhood of Seattle Mayor Jenny Durkan on Sunday, shouting the name of a pregnant Black mother killed by police in 2017 at the start of their march and continuing their persistent calls for the city to invest more in communities of color and cut the Police Department's budget by half.

The march took protesters from Warren G. Magnuson Park — near the apartment where Charleena Lyles, 30, had lived [when she was shot by police three years ago](#) — to a street organizers believed to be where Durkan lived.

The location of Durkan's home has not been publicly disclosed in the past because of her law enforcement background as a former U.S. attorney. It was not clear how organizers had determined her address.

Demonstrators said it was important to bring their demands “to her doorstep” after a full month of marches and protests in the city, sparked in late May by anger over the death of George Floyd at the hands of police in Minneapolis. The marches in Seattle — and across the globe — quickly evolved into a broader movement against systemic racism, use-of-force by law enforcement, and the militarization of police.

There was no visible police presence at Sunday's event, though scores of civilian cyclists flanked the crowd and rode ahead of the group to block off intersections as protesters approached.

During Sunday's peaceful gathering, protesters rejected a recent proposal by Durkan [to cut the police budget by \\$20 million](#), which amounts to a roughly 5% reduction. Organizers also sought to underscore demands outlined by the family of Lyles as they seek answers into her death through an inquest process.

“On the heels of the three-year-anniversary of her death, we still don't have any answers,” said Katrina Johnson, a cousin of Lyles who was among those who marched on Sunday. “That is extremely traumatizing.”

Lyles was shot seven times by two white officers in her home after she called 911 to report a burglary in June 2017. The officers said there was no evidence of a burglary and

that she had suddenly threatened them with one or two knives.

An inquest to determine the facts and circumstances of Lyles' death has yet to be held. In December 2017, King County Executive Dow Constantine called a halt on inquests because of perceptions that they were held to clear officers and were unfair to families.

Constantine then ordered new inquest rules, [which drew legal challenges](#) from the King County Sheriff's Office and the cities of Kent, Renton, Federal Way and Auburn. Seattle City Attorney Pete Holmes [announced earlier this month](#) that the city of Seattle would drop its challenge.

The family of Lyles called for the legal challenges to be dropped. They also want Durkan to resign, Johnson said.

A spokesperson for the mayor said Durkan was at City Hall on Sunday evening and not at her home.

As protesters gathered at the park, Durkan tweeted that she hears "the voices demanding change at the local, county, state, and federal level," and was discussing with Seattle police Chief Carmen Best "how we reimagine policing and community investments and how that is reflected in the budget."

"I'll continue to meet with people that have different points of view. It is my job to listen and act," she tweeted.

Wes, a member of the Seattle Democratic Socialists of America, which helped organize the Sunday march, said the decision to center the march on the calls of Lyles' family set the event apart from others. Wes, who spoke on Saturday, does not use a last name.

Other speakers included Roxanne White, a Seattle-area activist who is an advocate for families of Missing and Murdered Indigenous People. She listed the names of Native Americans killed by police, including John T. Williams, who was shot in Seattle in 2010.

For Eliyas Abdulkadir, a 24-year-old R&B and hip-hop musician who performs under the name NESTRA and lives near Magnuson Park, the protest was one of the only ones he has been able to attend because a member of his household has a compromised immune system. While he has been careful during the coronavirus pandemic to stay away from crowds, he made an exception Sunday because he was performing at the rally before the march and because the rally was in his neighborhood. He noted most residents in the area are white.

Once the march reached Durkan's neighborhood, several people stood in front of their residences to watch the protesters' procession through the streets.

"Everyone is probably here because of Black Lives Matter," Abdulkadir said. "But maybe some people are here because they are curious."

Seattle Times staff reporter Sara Jean Green contributed to this report.

Mary Hudetz: 206 464-2980 or mhudetz@seattletimes.com; on Twitter: [@marymudetz](https://twitter.com/marymudetz).

ADVERTISING

Exhibit 20



City of Seattle

Ethics & Elections Commission

May 6, 2021

BY E-MAIL ONLY

Mayor Jenny Durkan
7th Floor, City Hall
Seattle, WA

Dear Mayor Durkan:

I received a complaint under the Whistleblower Protection Code two months ago alleging violations of the Public Records Act by your Legal Counsel, Michelle Chen. The alleged violations occurred in the context of your Legal Counsel's efforts to keep from public view the fact that your text messages from August 28, 2019 to June 25, 2020 no longer exist on your City phone or in any cloud-based account associated with your City phone.

After receiving the complaint, I asked the City Attorney's Office to engage Ramsey Ramerman, a recognized authority on the Public Records Act, to conduct an independent investigation and legal analysis for me in accordance with my duties under the Whistleblower Protection Code. He accepted the assignment and was retained by the City Attorney's Office.

As you can see from the attached report, which I am transmitting to you pursuant to SMC 4.20.830.D.4, I believe your Counsel's efforts violated the Public Records Act by narrowly interpreting requests to exclude your text messages, and violated best practices by failing to inform requestors about the fact that ten months of texts from your phone were unavailable for review or production. Pursuant to SMC 4.20.830.E, please let me know within 60 days what action has been taken to address the conduct.

Very truly yours,

Wayne Barnett

Wayne Barnett
Executive Director

cc: Council President Lorena Gonzalez
City Attorney Pete Holmes*
Mayor's Legal Counsel Michelle Chen*
Public Records Officer Stacy Irwin*
Former Public Records Officer Kim Ferreiro

*Portions of the report contain material that constitutes attorney-client privileged communications provided in the context of an attorney-client relationship with the City Attorney's Office. I have redacted those portions from the public version of the report; only you, City Attorney Holmes, Ms. Chen, and Ms. Irwin are receiving unredacted versions of the report, and that unredacted version should be treated as attorney-client privileged material unless privilege is waived by the Mayor's Office.

Investigative Report dated May 6, 2021

On March 4, 2021, the Executive Director of the Ethics and Elections Commission received a Whistleblower Complaint from one of the Mayor's Office's Certified Public Records Officers¹, Stacy Irwin, regarding how the Mayor's Legal Counsel Michelle Chen had directed Irwin and her fellow CPRO Kim Ferreiro² to process various Public Records Act requests for the Mayor's text messages. Irwin and Ferreiro have agreed to allow their names to be used in this report.

In late August 2020, Chen, Irwin and Ferreiro learned that approximately ten months' worth of the Mayor's text messages (from August 28, 2019 to June 25, 2020) had not been retained on her city-issued phone or in any cloud-based account associated with her city phone. The reasons why those text messages were not retained was not part of the Complaint, and will not be addressed in this Report, except to note that there is no evidence Chen, Irwin or Ferreiro had any knowledge that the text messages were missing prior to the discovery in late August, 2020. Instead, in the Complaint, Irwin makes several allegations that potentially qualify as "improper governmental action" as defined in SMC 4.20.805 related to how the Mayor's Office responded to public records request for those text messages after the loss was discovered. The "improper governmental action" alleged in the Complaint is conduct that potentially violated the Public Records Act, Chapter 42.56 RCW.

The Complaint alleged that:

1. Irwin and Ferreiro were directed by Chen not to inform requesters that the Mayor's text messages had not been retained and the text messages the City was producing in response to their PRA requests were actually copies of the text messages obtained from persons who had sent text messages to or received text messages from the Mayor. These were referred to as "recreated" text messages.
2. Irwin and Ferreiro were directed by Chen to narrowly interpret 48 pending requests that Irwin and Ferreiro had identified as requesting the Mayor's text messages so that the Mayor's text messages were only responsive to 20 of those pending requests. Irwin and Ferreiro were also directed not to inform requestors that their requests were being interpreted to exclude the Mayor's text messages. As a result, at least three requests were closed without the requestors being informed regarding the Mayor's Office's narrowed interpretation.
3. Chen had proposed altering the "recreated" text messages to mask the fact that these versions of the messages did not come from the Mayor's phone.

The Complaint also includes a fourth claim regarding the interpretation of exemptions, but the events relating to this fourth claim occurred more than 12 months before the Complaint was filed, and given the factual circumstances regarding the application of those exemptions, there is no public interest that justifies reviewing them at this time. See SMC 4.20.830(A) (restricting any investigation to events that occurred within 12 months of the Complaint unless the Executive Director determines that the public interest justified an investigation of those older claims).

The Whistleblower Protection Code governs investigation of complaints of "improper governmental action." Under SMC 4.20.830, the SEEC's Executive Director is charged with

¹ The public Records Officers are certified by the Washington Association of Public Records Officers.

² While Ferreiro did not sign the Complaint, she has stated that she assisted Irwin in preparing it and fully supports its claims. She has also fully cooperated with this investigation.

investigating Whistleblower Complaints. In this instance, after completing a preliminary investigation, the Executive Director launched a formal investigation into the allegations in Irwin's Complaint. Because these allegations involve the legal requirements of the Washington State Public Records Act, chapter 42.56 RCW, the Executive Director asked the Seattle City Attorney's Office to retain attorney Ramsey Ramerman to conduct the investigation and assist the Executive Director in preparing this report. Ramerman is a recognized authority on the PRA and currently is the co-editor-in-chief of the Washington State Bar Association's Public Records Act Deskbook.

When the Executive Director conducts an investigation and determines that improper governmental action, as defined by SMC 4.20.850(C)(1), has occurred, he is required to provide a written report detailing that determination to complainant (Irwin), to head of the department where the subject of the complaint works (here, the Mayor and City Attorney), and to such other officials as the Executive Director deems appropriate. When the allegations implicate a department head, the Executive Director shall provide the report to the Mayor and the City Council.

SUMMARY CONCLUSIONS

1. The decision by Chen not to inform requestors that the Mayor's text messages had been lost and the City was producing an incomplete set of recreated text messages violated "best practices" for responding to PRA requests but did not necessarily violate the letter of the law. [REDACTED]

but there was no evidence establishing any bad faith. Thus, this allegation, while founded, does not qualify as "improper governmental action."

2. Chen's decision to narrowly interpret the majority of the 48 pending PRA requests for communications from the Mayor's Office so those requests were not requesting the Mayor's text messages violated the PRA's statutory mandate to provide "adequate responses" to PRA request. See RCW 42.56.520. Moreover, the evidence demonstrates that the decision to narrowly interpret these requests was a change of the normal practice in the Mayor's Office that was specifically made because 10-months of the Mayor's text messages had been lost. This decision to narrowly interpret the requests was a violation of the PRA and qualifies as improper governmental action.

3. While it would have been a violation of the PRA to alter the "recreated" text message in the manner proposed by Chen, this investigation has determined that unbeknownst to Irwin or Ferreiro, Chen did not follow through with this proposal, and the recreated texts were produced without alteration. Moreover, Chen's justification for this proposal was not unreasonable – she explained that certain "call detail" information was not part of the original text message, and therefore not responsive to the request. Thus, this allegation, while founded, does not qualify as improper governmental action because the Mayor's Office did not follow through with the proposal.

DISCUSSION

On or about August 21, 2020, while gathering records to respond to various PRA requests, the Mayor's Office³ discovered that approximately 10 months' worth of the Mayor's text messages⁴ had not been retained, starting from August 28, 2019 to June 25, 2020. The Mayor's Office promptly contacted the IT department to seek help recovering the lost text messages. After it was determined that the Mayor's copies of those text messages could not be recovered, the Mayor's Office obtained a log of all of the Mayor's texts from the City's telecom provider and contacted all of the persons at the City who had exchanged text messages with the Mayor to see if the missing text messages could be "recreated" from those other copies. As of November 6, 2020, the Mayor's Office had identified 48 PRA requests that implicated the Mayor's text messages.

In addition to those PRA requests for the Mayor's text messages, the City was also involved in litigation where the City's opponents had made discovery requests for the Mayor's text messages. On October 6, 2020, the Mayor's Office informed the City Attorney's Office about this issue. This prompted the City Attorney's Office to hire an outside entity to conduct a forensic search of the Mayor's phones⁵ to determine if any remnants of the missing text could be recovered and why the messages had not been retained.

The Whistleblower Complaint does not make any allegations regarding the cause of the lost text messages and this Report does not address that issue. Instead, the allegations relate to how Chen directed Irwin and Ferreiro to respond to PRA requests submitted to the Mayor's Office that had requested those text messages. While Chen claims in a May 4 letter that two CPROs exercised relative autonomy, the emails provided with the Complaint show Chen was closely managing all of the requests that sought the Mayor's texts and had directed the CPROs to allow her to review any installments before they were released.

1. Failure to Inform Requestors About the Lost Texts and to Explain that the Text Messages that Were Produced Were Recreated Text Messages Obtained from Persons Other than the Mayor.

After it was determined that the Mayor's text messages could not be recovered from her phones, the Mayor's Office sought to obtain copies of the Mayor's text messages from persons in the City who had exchanged text messages with the Mayor. These were referred to as "recreated" text messages. The City was only able to obtain "recreated" copies of some of the Mayor's missing text messages.

When preparing to produce these recreated text messages, Irwin and Ferreiro explained to Chen they believed that when the City produced the recreated text messages, the City also needed to inform the requestors that these were recreated text messages, and that the Mayor's original text messages had been lost. Irwin and Ferreiro's position is documented in their emails to Chen that were provided with the

³ Irwin, Ferreiro and Chen worked closely together as a unit when responding to PRA requests on behalf of the Mayor's Office. Therefore, when this report refers to actions taken by the "Mayor's Office," it is referring to actions taken by one or more of these three persons that do not implicate fault for the allegations in the Complaint.

⁴ In this report, the "Mayor's texts" refers to text messages sent or received by the Mayor on a city-issued phone.

⁵ The Mayor's city-issued phone was replaced in October 2019 and again in July 2020, but the forensic investigation could not determine whether the loss of the text messages was related to the replacement of the Mayor's phones.

Complaint. Despite their objections, Chen directed Irwin and Ferreiro to produce the recreated text messages without any explanation and they complied. At least one requestor has noted that the texts were not from the Mayor's phone and filed an appeal challenging the adequacy of the City's response.

When interviewed, Chen stated that she had made this decision not to provide requestors with an explanation regarding the lost texts [REDACTED]

[REDACTED] As of October 6, 2020, the Mayor's Office and IT were still trying to determine if the text messages could be recovered or if other copies of those messages could be obtained from other sources. [REDACTED]

[REDACTED]

[REDACTED]

In response to the allegations, Chen notes in her May 4 letter that in March 2021, she did agree with Ferreiro's suggestion about providing an explanation when producing the recreated texts. But documentation provided with the Complaint shows that prior to March 2021, Chen rejected similar advice and directed the two CPROs to produce the recreated records without any explanation. Chen's claim that she directed the CPROs to wait to produce text messages until the forensic search was completed is refuted by the same documentation.

2. Decision to Narrowly Interpret Pending PRA Requests to Exclude the Mayor's Text Messages.

By November 6, 2020, the Mayor's office had at least 48 pending PRA requests that Irwin and Ferreiro had determined were seeking the Mayor's text messages and had therefore been kept open while the Mayor's Office, IT and the City Attorney's office investigated the missing text messages and sought to obtain recreated text messages from other sources. Most of these requests were considered "past due" based on the targeted response times that the Mayor's Office had set for itself. The oldest request had been submitted in January 2020.

As documented in several emails and a spreadsheet listing the 48 requests, on or about November 6, 2020, Chen decided to re-interpret the pending requests narrowly, with the result that only 20 of the 48

⁶ In March 2021, the City notified opposing counsel about the lost text messages.

requests were requesting the Mayor’s text messages. As memorialized in the “Notes” column in the November 6 spreadsheet, Chen determined that text messages were not responsive to the other 28 requests by determining (1) that request for the Mayor’s Office’s communication were not requests for the Mayor’s text messages unless the Mayor was specifically identified; and (2) that requests for “correspondence” (as opposed to communications) were only requests for letters or emails but not text messages.

Here are a few examples taken from that spreadsheet, with the request in the “Summary” column and Chen’s direction on how to interpret the requests in the “Notes” column:

<u>Summary of Request</u>	<u>Notes by Chen</u>
<ul style="list-style-type: none"> • Request C064208: all correspondence between Mayor or Deputy Mayor and/or their office staff and ‘Tacoma Buffalo Soldiers Museum’ and ‘Historic Seattle’ regarding ‘Discovery Park’ and ‘The Discovery Park Fort Lawton Historic District’ 	<ul style="list-style-type: none"> • No - this request asks for correspondence not texts.
<ul style="list-style-type: none"> • Request C059261: Any and all documents, emails, texts, voice messages, etc. surrounding the decision to withdraw from the SPD East Precinct Building between May 25th, 2020 and the present. 	<ul style="list-style-type: none"> • No - this does not specifically ask for JAMD texts. Does not apply to her.
<ul style="list-style-type: none"> • Request C059414: I request emails and communications from June 6, 2020 to the current date related to the “retreat” “tactical retreat” “surrender” “abandonment” “evacuation” or similar terms regarding the Seattle Police Department’s exit from the East Precinct. I also request the “operational plan” (mentioned by Chief Best in public statements) to evacuate the East Precinct. And, lastly, I request all emails and communications from the Mayor’s office since June 6, 2020 that mention the East Precinct. 	<ul style="list-style-type: none"> • No - this does not specifically ask for JAMD texts. Does not apply to her.
<ul style="list-style-type: none"> • Request C059884: Please provide me with any records or communications (memos, letters, emails, text messages, voicemails, etc.) that reference an FBI-reported threat to the east precinct or any other police department facilities or staff. Please also provide me with any incoming and outgoing communications with staff of the FBI or any communications that refer the FBI at all. Conduct your search between May 25 and present day 	<ul style="list-style-type: none"> • N - this request doesn’t even mention MO.

Documentation provided with the complaint shows that the latter three requests were fulfilled and closed based on the narrowed interpretation.

The decision to narrowly interpret these requests represented a change in how the Mayor’s Office had interpreted the scope of similarly worded request. Prior to Fall 2020, when the Mayor’s Office received a PRA request for its communications, it interpreted “communications” to include the Mayor’s text messages and emails, even if the request did not specifically identify the Mayor herself. Under this

practice, the Mayor's text messages would have been responsive to all 48 pending requests. Beginning in early 2021, the Mayor's Office reverted to this prior practice of interpreting new PRA requests for communications to include the Mayor's text messages.

When first interviewed, Chen explained that she made the decision to narrowly interpret the requests in an effort to reduce the backlog of pending requests, which was historically high for the Mayor's Office. This explanation is consistent with the explanation she provided to Irwin and Ferreiro on November 9, when she explained that she adopted the narrowed interpretation because the duty to conduct "an adequate search" had to be balanced with the "competing interest" in responding to requests in a "timely and responsive" manner. The documentation provided with the Complaint shows Chen made this decision over the objections of Irwin and Ferreiro. No documentary evidence was provided that showed Chen consulted with the City Attorney's Office regarding these narrowed interpretations prior to February 2021 (after at least three of requests were closed using the narrowed interpretations).

In her May 4 letter, Chen claims that her notes in the November 6 spreadsheet only reflected her "initial" attempt to interpret the requests, and Chen identifies a second spreadsheet that she emailed the CPROs on February 10, in which she claims she adopted a broader interpretation the requests in the notes column so that the Mayor's texts were responsive to those requests. Chen further claims that she did not direct the CPROs to close any requests based on the narrowed interpretations in the November 6 spreadsheet.

Chen's assertion that the notes in the November 6 spreadsheet was only intended to be an initial interpretation that she did not intend the CPROs to act on, and that the notes in the February 10 spreadsheet reflected her final interpretation is not credible. First, in a November 9 email, Chen unequivocally told the CPROs that "The Notes column [in the November 6 spreadsheet] explains what I think should happen next." While Chen may have changed her mind at some later date, it is clear that as of November 9, Chen expected the CPROs to take actions based on her interpretations in the November 6 spreadsheet. This is further confirmed by two email exchanges between Chen and the CPROs on December 2. In the first email exchange (provided by Chen), Chen notes that there were only six or seven requests that were being held open while the forensic search was being completed. Given that there were 48 requests in the November 6 spreadsheet, Chen's December 2 email suggests that she believed the remaining requests were resolved based on her narrow interpretation of many of those requests. Nothing in that email suggests that the CPROs should delay responding to the requests that Chen had determined were not requesting the Mayor's texts. In the second exchange, Ferreiro raises her and Irwin's concerns about Chen's direction to narrowly interpret the requests and in response, and Chen responds by telling Ferreiro not to expect any change of course. Thus, as of at least December 2, Chen was still standing by her direction in the November 6 spreadsheet.

Moreover, Chen's February 10 spreadsheet does not show that Chen had directed the CPROs to abandon the narrow interpretations of 28 of the pending requests in the November 6 spreadsheet. First, Chen sent a follow-up email on February 11 providing guidance to Ferreiro on what requests should be included on the spreadsheet: "In terms of guidance for determining which PDRs request Mayor's text messages, I have selected only PDRs that specifically mention Mayor in the PDR request summary and specifically say 'texts', 'all electronic communications', 'all communications,' or 'all records' between mayor and" In other words, Chen was instructing Ferreiro to update the spreadsheet using a narrow interpretation that had not changed from Chen's guidance on November 6 in any material way. This guidance from Chen on the 11th conflict with the boarder interpretations Chen had made in notes column

in the February 10 spreadsheet, suggesting that Chen did not intend the CPROs to apply those broader interpretations.

Second, the February 10 spreadsheet only contained 10 of the 28 requests and Chen does not claim that she had also reinterpreted the scope of the requests not contained on the February 10 spreadsheet. Third, it is not clear that Chen actually notified the CPROs regarding her broader interpretation. The “notes” column with modified interpretations the February 10 version of the spreadsheet was “hidden” and both CPROs assert that they never saw those modified interpretations. The CPRO’s claim is supported by the fact that when Ferreiro updated the February 10 spreadsheet on February 11, she did not “unhide” the notes column, she removed the 10 remaining requests that had been narrowly interpreted in the November 6 spreadsheet, and she added six new requests without updating the hidden notes column. These actions are all consistent with Ferreiro’s claim that she had not seen the revised “notes” column in the February 10 spreadsheet, and suggest that it is likely that the CRPOs were not informed of any boarder interpretation. Collectively, this evidence undermines Chen’s assertion that she had intended the Mayors’ office to interpret the request using the boarder interpretation in the February 10 spreadsheet. But even if that was her intent, by February 10, the City had already fulfilled at least three requests using the narrow interpretations in the November 6 spreadsheet.

Chen also challenges the claim that she directed the CPROs to exclude the Mayor’s texts from the latter three requests identified above.

With regards to Request C059414, Chen claims that when she directed Irwin to close the request on December 22, 2020, she had assumed that the responsive text messages from the Mayor’s office had already been produced, and therefore was not intending Irwin to close the request based on the narrowed interpretation. Chen’s claim is refuted by the documents she provided with her May 4 letter. First, when Chen directed Irwin to close the request, she was responding to Irwin’s email, where she asked Chen, “Do you want me to go ahead and close it [Request C059414] because he specifically doesn’t call out the mayor ...?” In other words, Irwin was asking if Chen stood by the narrowed interpretation of the request in November 6 spreadsheet. Chen’s response – “Please close it” – demonstrates that Chen did still intend Irwin to use the narrowed interpretation. Second, Chen notes in her May 4 letter that she did not direct the CPROs to start searching and producing the Mayor’s recreated texts until February 9, 2021, so it would have been unreasonable for her to assume on December 22 that Irwin had already produced the Mayor’s recreated texts in earlier installments. Third, the emails Chen produced along with her May 4 letter shows that Irwin had previously provided Chen with copies of the earlier installments, so Chen knew (or should have known) that the Mayor’s texts had not been included in earlier installments.

With regards to Request C059261, Chen notes in her May 4 letter that she sent Irwin an email on November 9 directing her not to close this request. But the documentation provided with the Complaint shows that Chen directed Irwin to produce the final installment without waiting for the Mayor’s text messages on December 11, 2020, a full month after this November 9 email. And while Chen does direct Irwin to hold off closing the request in that November 9 email, it was only because of two unanswered questions that had nothing to do with the question of whether or not the Mayor’s text were responsive to the request. Moreover, in that same November 9 email, Chen responds to concerns Irwin raised about the narrowed interpretation of the request by reminding Irwin that the duty to search for records had to be balanced with the duty to provide prompt responses. Thus, nothing in this email exchange refutes the documented assertion in the Complaint that Chen directed Irwin to produce the final installment to this request without including the Mayor’s text messages.

With regards to Request C056884, Chen claims in her May 4 letter that Irwin unilaterally closed this request without consulting with Chen. Not only does documentation provided with the Complaint conflict with this claim, but all of the records reviewed as part of this investigation show that Chen was closely monitoring all of the requests for the Mayor's texts, and it is not credible to believe that Irwin would have made the unilateral decision to exclude the Mayor's texts when producing the responsive records.

In summary, the documentation reviewed in this investigation demonstrates that at Chen's direction, the Mayor's office relied on Chen's narrowed interpretation of the requests as documented in the November 6 spreadsheet to exclude the Mayor's text messages when fulfilling those requests, resulting in the requests being closed without producing the Mayor's texts.

3. Proposal to Alter the Recreated Text Messages to Remove Nonresponsive Information.

When the City was able to locate copies of the Mayor's text messages on the phones of other employees, the City used software that extracted the text message along with call-detail information, including the phone number of the phone the message was extracted from. The software combined the substance of the text and the call-detail information into a single document. This meant that when the City produced one of the "recreated" text messages, it would also have to produce the call-detail information. The call-detail information would allow the requestor to see that the copies of the Mayor's text messages being produced were obtained from someone other than the Mayor.

When the Mayor's Office first produced the recreated text messages to one of the pending requests in December 2020 (without explaining that these were recreated texts or what had happened to the original copies of the texts), the City also produced the call-detail information. But in mid-February 2021, Chen proposed to Irwin that the City remove the call-detail information, reasoning that the call-detail information was not responsive to the pending requests, and would not have been included in the record if the City had been using a more primitive method of obtaining the texts, such as making an "old fashion photocopy" of the message on the screen of the phone.

Irwin objected, and ultimately Chen decided to continue to produce the recreated text messages without removing any call-detail information.

ANALYSIS

1. Providing Explanations to Requestors Regarding the Lost and Recreated Text Messages

When the Mayor's Office determined that the Mayor's text messages had been lost and could not be recovered, it properly attempted to obtain copies of those text message from other sources. Compare Neighborhood Alliance v. Spokane County, 172 Wn.2d 702, 723 (2011) (agency violated PRA when it failed to search for missing record on employee's old, recently replaced computer when the agency determined that the requested record was not located on the employee's current computer) with West v. Dep't of Natural Resources, 163 Wn. App. 235, 244-46 (2011) (no PRA violation where emails were inadvertently lost before request was made, and agency made a good-faith effort to recover the lost emails).

Normally, when an agency produces the requested records, the PRA does not require the agency to provide any explanation regarding those records. Bonamy v. City of Seattle, 92 Wn. App. 403, 409 (1998). But when an agency cannot produce all of the specific records that had been requested because some of the records were not retained or could not be located, the best practice is for the agency to “explain, at least in general terms, the place searched.” Neighborhood Alliance, 172 Wn.2d at 723; see also Fisher Broadcasting v. City of Seattle, 180 Wn.2d 515, 523 (2014) (“When an agency denies a public records request on the grounds that no responsive records exist, its response should show at least some evidence that it sincerely attempted to be helpful.”).

The Neighborhood Alliance case is instructive because it also included a “recreated” record. In that case, the plaintiff made a PRA request after it was provided with a leaked but undated county seating chart that assigned cubicles to a “Ron” and a “Steve” for two open positions that had not been posted. It was believed that “Steve” was Steve Harris, the son of a county commissioner, and “Ron” was Ron Hand, a former employee. After posting the positions, the County in fact did end up hiring Steve Harris and Ron Hand for those two positions.

In an effort to prove the County was engaged in illegal hiring practices, the Plaintiff made a PRA requests for two categories of documents: (1) a log from the computer used by the person who had prepared the seating chart that identified the date the seating chart was created; and (2) documents that identified the “Ron” and “Steve” that were listed on the seating chart.

Shortly after the first media story appeared about the leaked seating chart, the employee who had prepared the seating chart was assigned a new computer. When content of her old computer was copied onto her new computer, this had the effect of changing the “creation date” of all of her documents – including the seating chart – to the date of this transfer. To fulfill the request for the log, the County took the log from the new computer, which meant it contained the incorrect “creation date” for the seating chart. The County not only failed to search the old computer, it made no effort to explain to the requestor that the log was not generated from the actual computer that had been used to draft the seating chart or otherwise address the issue of the erroneous date.

All of these facts eventually came out after the Plaintiff sued and engaged in discovery. Ultimately, the Supreme Court ruled that the County violated the PRA by failing to search the old computer to obtain an accurate log, but it also noted that the County should have informed the Plaintiff that the log it provided was essentially as recreated record, and was not the log actually requested. Neighborhood Alliance, 172 Wn.2d at 723.

While the Supreme Court’s statements in Neighborhood Alliance and Fisher regarding whether an agency needs to provide an explanation are arguably “dicta,” and therefore non-binding, it is unquestionably a best practice for an agency to explain any such anomaly that materially impacts what records are produced, and the failure to provide an explanation could be a factor in any penalty determination. See also RCW 42.56.100 (requiring agencies to provide the “fullest assistance” to requestors); PUBLIC RECORDS ACT DESKBOOK: WASHINGTON’S PUBLIC DISCLOSURE AND OPEN PUBLIC MEETINGS LAWS § 6.4(5) at 6-21-22 (WSBA 2d ed. 2014) (noting the importance to communicating with requestors).

Here, Irwin and Ferreiro were correct when they informed Chen that the City should explicitly inform requestors that the Mayor’s Office was producing “recreated” text message obtained from other

sources and why this was necessary. [REDACTED]

[REDACTED] the investigation did not uncover any evidence that Chen's decision not to provide an explanation when producing the recreated text was not made in a good-faith effort [REDACTED]

Chen's claim in her May 4 letter that she had directed the CPROs to wait for the results of the forensic search before responding to requests that sought the Mayor's text messages is refuted by her own statements documented in the emails provided with the Complaint and therefore is not credible. Likewise, Chen's claim that the CPROs were exercising any independent discretion when responding to the requests for the Mayor's text messages is also refuted by contemporaneous emails and therefore not credible.

While this first allegation in the Whistleblower Complaint raises a valid concern based on best practices, the failure to provide an explanation does not violate any express statutory requirement in the PRA. And because Chen made this decision not to provide an explanation based on [REDACTED]

[REDACTED] Chen's actions regarding the first claim did not amount to "improper governmental action" as defined in SMC 4.20.805.

2. Narrowly Interpreting Certain Requests to Exclude the Mayor's Text Messages.

When responding to PRA requests, agencies are required to provide "the fullest assistance to inquirers," which requires agencies to "respond with reasonable thoroughness and diligence." Andrews v. Wash. State Patrol, 183 Wn. App. 644, 653 (2014). When a request is unclear and could be interpreted broadly or narrowly, and the agency intends to interpret the request narrowly, then the agency should inform the requestor about that interpretation so the requestor has an opportunity to clarify if the requestor intended a broader interpretation. See, e.g., Gale v. City of Seattle, 2014 Wash. App. LEXIS 346, at *30-*32 (Wash. App. Feb. 20, 2014) (unpublished) (City properly limited scope of its search to certain terms where City told the requestor what search terms it planned to use and invited the requestor to provide additional terms). But when an agency adopts an interpretation of a request for the purpose of excluding certain records from the scope of the request without proving the requestor the opportunity to clarify, the agency violates the PRA. See, e.g., Neighborhood Alliance, 172 Wn.2d at 721 n.10, 727 (holding agency's unilateral, narrow interpretation of the plaintiff's request violated the PRA and justified an increased penalty award); see also Cedar Grove Composting, Inc. v. City of Marysville, 188 Wn. App. 695, 727-728 (2015) (agency violated the PRA when it intentionally interpreted a request narrowly to avoid producing certain records).

For example, in Neighborhood Alliance, in response to the plaintiff's request for records that identified the "Ron" and "Steve" on the leaked "seating chart," the County interpreted it as specifically requesting documents that contained all three categories of information: the term "seating chart" and information that identified Ron and Steve. The County adopted this interpretation knowing that the County did not use the term "seating chart," and instead referred to the documents like the leaked document as a "floor plan" or "cubicle layout." In other words, the County adopted an interpretation that the County knew would exclude the records the requestors were trying to obtain. Neighborhood Alliance,

172 Wn.2d at 721 n.10. The Court held that this narrowed interpretation violated the PRA, especial when it effectively allows an agency to “silently withhold” the records the requestor is seeking. See Neighborhood Alliance, 172 Wn.2d at 721 n.10, 724, 727 & n.16.

Here, Irwin’s Complaint regarding Chen’s direction to narrowly interpret the request is well taken. First, there is no principled basis for excluding the Mayor’s text messages from the scope of requests for all communications with the Mayor’s Office, or from requests for the Mayor’s “correspondence.” See West v. City of Tacoma, 12 Wn. App. 2d 45, 80-81 (2020) (rejecting city’s argument that the requestor should have requested “communications” if he wanted emails instead of just requesting “records”). The Mayor is of course part of the Mayor’s Office, and text messages are a form of correspondence. It is also noteworthy that the Mayor’s emails were not excluded from requests for all communications with the Mayor’s Office.

Second, Chen’s narrowed interpretation marked a change in practice for the Mayor’s Office that cannot be justified by the wording in the requests or any change in the law. Prior to Fall 2020, the Mayor’s Office had interpreted similar requests to include the Mayor’s text messages. Moreover, in recent months, the Mayor’s Office has returned to that interpretation. This is strong evidence to show that the narrowed interpretation was adopted to limit the number of requests that could be impacted by the lost text messages. While Chen has stated that she adopted this narrowed interpretation to help comply with another mandate of the PRA – the duty to provide a prompt response – there is no basis for silently narrowing the scope of a request to meet that obligation.

Finally, if Chen believed the intended scope of the requests was in fact unclear, at the very least Chen should have directed Irwin or Ferreiro to inform the requestors that the City had interpreted the request to exclude the Mayor’s text messages. See Canha v. DOC, 2016 Wash. App. LEXIS 836 at *9 to*10 (Wn. App. Apr. 25, 2016) (unpublished) (rejected claim that agency interpreted request too narrowly when agency informed requestor of its interpretation and requestor did not provide any clarification before filing suit). Had this been done, it would have given the requestors the opportunity to clarify or to make new requests for those text messages.

Chen’s claim that the narrowed interpretations recorded in the “Notes” column in the November 6 spreadsheet was only an initial interpretation and that by February 10 she had adopted a broader interpretation does not excuse her conduct. First, by February 10, the City had already closed at least three of the requests based on the narrowed interpretation, so the revised interpretations came too late. Second, although the “notes” column in the February 10 spreadsheet contained broader interpretations of 10 of the requests, that column was “hidden” and remained hidden in Ferreiro’s updated February 11 spreadsheet, demonstrating that Ferreiro was not aware of Chen’s revision to her interpretations of the request. Third, Chen directed Ferreiro on February 11 to update the spreadsheet using a narrowed interpretation, not the broader interpretation in the hidden “notes” column. Thus, the February 10 spreadsheet does not establish that Chen had rescinded her prior direction to narrowly interpret certain request before those requests were completed.

Chen’s claim that she was not responsible for the narrowed interpretation of the three request that were closed is not credible in light of the documentary evidence that shows Chen was closely monitoring all of the requests that implicated the missing text messages.⁷

⁷ Chen has also complained that she was not given sufficient time to review her records to respond to the allegations in the Complaint. Chen was notified about the Complaint on April 6, and when she was interviewed on April 9, she was informed of the specific allegations, including the allegation that she had narrowly interpreted the request in the

In summary, Chen’s decision to narrowly interpret requests to exclude the Mayor’s text messages, and her direction to Irwin and Ferreiro to fulfill at least three of those requests based on this narrowed interpretation without informing the requestor about the text messages violated the PRA. As a result, Chen’s actions qualify as “improper governmental action” as defined in SMC 4.20.805.

3. Proposal to Remove Non-Responsive Information from Recreated Text Messages.

Under Washington Law, once an agency determines that a particular record is responsive to a PRA request, an agency can only redact information from that record based on a valid exemption. Mechling v. City of Monroe, 152 Wn. App. 830, 854-55 (2009). In other words, Washington Courts have effectively rejected a practice common at federal agencies where federal agencies regularly redact information in records responsive to Freedom of Information requests based on the determination that the information was not responsive to the request. See, e.g., Conti v. Dep’t of Homeland Sec., 2014 U.S. Dist. LEXIS 42544 at *75 (S.D.N.Y Mar. 24, 2014) (holding agency properly redacted nonresponsive information in response to FOIA request). Thus, Irwin’s allegation regarding Chen’s proposal to remove the call-detail information is based on an accurate reading of the Washington law.

But because the Mayor’s Office ultimately decided not to follow this plan and instead chose to produce the text messages without removing the call-detail information, there was no violation of the PRA and thus no improper governmental action. Nor was there evidence demonstrating that Chen made this proposal in bad faith. As Chen explained, the call-detail information was not part of the substantive text message and would not have been part of the response if the City could produce the Mayor’s copies of the text messages. Nor would the call-detail information have been included if the City had chosen to recreate the lost text messages by photocopying the screen of the other employee’s phones.

SUMMATION

First, while the failure to explain to some requestors that the City was producing recreated copies of the Mayor’s text messages was contrary to best practices, it did not clearly violate the law, and thus did not amount to improper governmental action.

Second, Chen’s decision to narrowly interpret pending PRA requests to avoid the need to disclose to those requestors information that could lead that discovery that 10-months’ worth of the Mayor’s text messages were not retained violated the Public Records Act and amounts to improper governmental action.

Third, because the Mayor’s Office ultimately did not carry through with the plan to redact call-detail information from the recreated text messages that was not responsive, there was no improper governmental action based on this claim.

The records reviewed during this investigation show that Irwin and Ferreiro were knowledgeable public records officers who strived to follow best practices when responding to PRA requests. It is recommended that the Mayor’s Office give full consideration to the opinions of and guidance from its

November 6 spreadsheet. This allowed Chen adequate time to obtain and review her documents and to respond to the allegations. Chen nevertheless waited until April 26 to request her records from IT. Thus, if she was not able to fully review those documents, it is because of her own decision not make this request to IT until this later date. Moreover, the documentation Chen did provide establishes at the very least that Chen knew Ferreiro was applying Chen’s narrow interpretation of Request C059414 when Chen directed her to close that request, and that direction alone amounts to “improper governmental conduct.” Therefore, additional records could not change that conclusion.

public records officers in the future and consider consulting with the public records unit at the City Attorney's Office before disregarding any advice the public records officers might provide.

By: Wayne Barnett
Executive Director
Seattle Ethics & Elections Commission

Ramsey Ramerman
Special Counsel to the Director

EXHIBIT 6

Expert Report of Brandon Leatha

Regarding the Inspection of Certain City-Issued Cellular Telephones Used by Specific City of Seattle Officials

Hunters Capital, et al. v. City of Seattle
Case No. 20-983 TSZ (W.D. Wash.)

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1 Background & Materials Considered

I was retained by counsel for Plaintiffs in this action to provide expert digital forensics services related to the analysis of electronically stored information (“ESI”) produced by the City of Seattle, and to report on and provide testimony about my findings.

I understand that Hunters Capital filed a lawsuit against the City of Seattle (“City”) on June 24, 2020, and sent letters on June 27 and June 30 requesting the preservation of text messages, among other types of ESI. The City disclosed that it was unable to produce some or all text messages for certain City officials (“City Officials”). On October 19, 2021, the Court ordered the City to provide the data collected from the impacted City Officials’ cellphones, including Mayor Jenny Durkan, former Police Chief Carmen Best, Fire Chief Harold Scoggins, Idris Beauregard, Christopher Fisher, Ken Neafcy, and Eric Greening. On October 31, 2021, the City’s vendor provided the data collected from each of the seven City Officials’ cellphones and associated cloud accounts. This report details the results of my analysis of the cellphone data provided and the availability of text messages for each of the City Officials.

In preparation of this report and my opinions expressed herein, I have relied on my training, education, and over 22 years of experience performing eDiscovery and digital forensic investigations. The materials that I have considered include certain text message productions made by the City, the FRCP 26(a)(2)(B) Expert Report of Kevin T. Faulkner, letters and interrogatory responses from the City, deposition transcripts, and the forensic extractions and backups of cellular phones and associated cloud accounts used by the City Officials. A list of the materials that I have considered is included as Exhibit A to this report and a table with details about the source devices that I analyzed is included in the “Device Summary” section below.

I am being compensated at an hourly rate of \$450 for my services. My work in this matter is ongoing and I reserve the right to update my report and opinions as I continue my investigation or receive new information.

2 Qualifications

I am the Founder and CEO of Leatha Consulting LLC, an expert services and consulting firm that provides digital forensics, electronic discovery, expert testimony, and technology consulting services. Prior to my current role, I was a Director at iDiscovery Solutions (“iDS”) and the Director of ESI Consulting and Data Analysis at Electronic Evidence Discovery (“EED”).

I have more than 22 years of experience performing digital forensic investigations, incident response, and electronic discovery services. I provide services and consult with clients on the collection, preservation, analysis, and production of electronically stored information. I have extensive experience and expertise in the examination of email, documents, and other electronically stored information (“ESI”) in a litigation context, including ESI maintained on personal computers, servers, enterprise applications, databases, cellular phones, tablets, mobile devices, IOT devices, cloud storage applications, social media, and other internet-based services.

I have a Bachelor of Arts in Environmental Studies from the University of Washington, a certificate in Computer Forensics from the University of Washington, and I am a GIAC Certified Forensic Examiner (“GCFE”) and GIAC Certified Incident Handler (“GCIH”).

I am on the Board of Directors of the Computer Technology Investigators Network (“CTIN”), the Board Vice President of the Puget Sound chapter of the Information Systems Security Association (“ISSA”), and on the Advisory Board for the SANS Institute’s Global Information Assurance Certification (“GIAC”) program. I have been a member of the Sedona Conference since 2005 and have participated in the Working Groups on Electronic Document Retention and Production (“WG1”) and Data Security and Privacy Liability (“WG11”).

I have testified in both state and federal cases as a fact witness, as a FRCP Rule 30(b)(6) witness, and as an FRCP 26(a)(2)(B) expert witness. I have provided electronic discovery and digital forensics services to both plaintiffs and defendants, and I have been a court appointed neutral expert. My qualifications as well as a list of the cases for which I have testified are included in my CV attached as Exhibit B to this report.

3 Summary of Findings

I have analyzed the information collected from the cellphones of the seven City Officials and found that actions taken after the lawsuit was filed resulted in a significant loss of text messages from each of their cellphones. The post-lawsuit actions which resulted in the loss of text messages include the following:

Mayor Jenny Durkan

- Mayor Jenny Durkan’s iPhone 8 Plus (FirstNet) was factory reset on July 4, 2020, and again on September 17, 2020. See “Factory Reset (former Mayor Durkan)” section below.
- Mayor Jenny Durkan’s iPhone was configured to automatically delete text messages older than 30-days. Her text message retention settings were changed from “Forever” to “30 Days” sometime between July 4, 2020, and July 26, 2020. See “Text Message Retention Settings (former Mayor Durkan)” section below.
- All of Mayor Jenny Durkan’s text messages were deleted from her iCloud account using the “Disable & Delete” function on July 4, 2020. See “Evidence of File Deletion (former Mayor Durkan)” section below.
- 5,937 text messages were deleted from Mayor Jenny Durkan’s iPhones between July 4, 2020, and November 16, 2020. Of the 5,937 deleted text messages, 191 were deleted manually and were not the result of the 30-day message retention setting. See “Evidence of File Deletion (former Mayor Durkan)” section below.

Chief Carmen Best

- Chief Carmen Best's iPhone was configured to automatically delete text messages older than 30-days. See "Text Message Retention Settings (former Chief Best)" section below.
- 27,138 text messages were deleted from Chief Carmen Best's iPhone. When her phone was returned to the City on or around September 2, 2020, only 15 text messages remained on the device. See "Evidence of File Deletion (former Chief Best)" section below.

Chris Fisher

- Chris Fisher's iPhone was configured to automatically delete text messages older than 30-days. See "Text Message Retention Settings (Chris Fisher)" section below.
- 15,843 text messages were deleted from Chris Fisher's iPhone. When the City collected data from his iPhone 7 on February 22, 2021, only 16 messages remained on the device. See "Evidence of File Deletion (Chris Fisher)" section below.
- Chris Fisher's iPhone 7 was restored from a backup on November 3, 2020, a process which first requires the phone to be erased, or factory reset. See "Evidence of Devices Having Been Factory Reset (Chris Fisher)" section below.
- Chris Fisher used at least two other iPhones between June 1, 2020, and October 31, 2020, neither of which were disclosed in response to the October 19, 2021, Stipulated Digital Examination Agreement and Order. See "Evidence of ESI Available from Other Sources (Chris Fisher)" section below.

Ken Neafcy

- Ken Neafcy's iPhone XS was factory reset on October 27, 2020, resulting in the loss of all text messages dated between March 19, 2020, and October 28, 2020. See "Evidence of Devices Having Been Factory Reset (Kenneth Neafcy)" section below.

Chief Harold Scoggins

- Chief Harold Scoggins iPhone 8 Plus was factory reset on October 8, 2020, resulting in the loss of all text messages prior to that date. See "Evidence of Devices Having Been Factory Reset (Chief Scoggins)" section below.

Idris Beauregard

- Idris Beauregard's iPhone 8 was factory reset on October 9, 2020, resulting in the loss of all text messages prior to that date. See "Evidence of Devices Having Been Factory Reset (Idris Beauregard)" section below.

Asst. Chief Eric Greening

- Asst. Chief Eric Greening’s Samsung Galaxy S8 was factory reset on approximately October 26, 2020, resulting in the loss of all text messages prior to that date. See “Assistant Chief Greening” section below.

The actions outlined above each resulted in the loss of text messages that the City had an obligation to preserve. If a technical issue prevented the City Officials from accessing their phones, a temporary replacement should have been issued instead of factory resetting and deleting all the data. A qualified digital forensic vendor could then have assisted with preserving the data. The following timeline shows the events which resulted in the loss of text messages for each of the seven City Officials. See Figure 1 below.



Figure 1. Timeline of events resulting in the loss of text messages

4 Device Summary

On October 31, 2021, I received notice from Kevin Faulkner of Palo Alto Networks Unit 42, one of the City's forensic vendors, that forensic extractions and backups of cellular phones used by certain City Officials were available for me to download from a secure network location. I completed the download of approximately 114GB of data, which included backups, forensic extractions, and other information about the cellular phones outlined in the DEA. On November 1, 2021, the City provided an "ESI Log" which included additional details about the forensic extractions and backups provided by the City. The following table summarizes the data provided by the City. See figure 2.

Evidence ID	Custodian	Extraction Type ¹	Source Date ²	Source Description
E033A	Beauregard, Idris	CB Adv Logical	3/9/2021	Apple iPhone 8; SN: Redacted
E055A	Beauregard, Idris	Elcomsoft EPB	10/28/2021	iCloud Backup
E055B	Beauregard, Idris	Elcomsoft EPB	10/28/2021	iCloud Synced
E055C	Beauregard, Idris	Elcomsoft EPB	10/28/2021	iCloud Synced
E009A	Best, Carmen	CB Adv Logical	2/24/2021	iPhone XS Max; SN: Redacted
E004A2	Durkan, Jenny	iTunes Backup	8/29/2019	iPhone 8 Plus (Verizon); SN: Redacted
E004A1	Durkan, Jenny	iTunes Backup	8/21/2020	iPhone 11 (FirstNet); SN: Redacted
E002A	Durkan, Jenny	Magnet Acquire	9/18/2020	iPhone 8 Plus (FirstNet); SN: Redacted
E003A	Durkan, Jenny	Magnet Acquire	10/15/2020	iPhone 11 (FirstNet); SN: Redacted
E001A	Durkan, Jenny	Axiom Cloud	11/16/2020	iCloud Files; Apple ID: Redacted
E001B	Durkan, Jenny	Elcomsoft EPB	11/16/2020	iCloud Backup; Apple ID: Redacted
E001C	Durkan, Jenny	Elcomsoft EPB	11/16/2020	iCloud Synced; Apple ID: Redacted
E001D	Durkan, Jenny	Elcomsoft EPB	11/16/2020	iCloud Files; Apple ID: Redacted
E005A	Durkan, Jenny	CB Adv Logical	11/19/2020	iPhone 8 Plus (FirstNet); SN: Redacted
E008A	Durkan, Jenny	CB Adv Logical	11/19/2020	iPhone 11 (FirstNet); SN: Redacted
E010A	Durkan, Jenny	CB Adv Logical	7/2/2021	iPhone 8 Plus (Verizon); SN: Redacted
E005C	Durkan, Jenny	CB Full FS	7/7/2021	iPhone 8 Plus (FirstNet); SN: Redacted

¹ The City and its vendors utilized specialized software to download, backup, or extract information from the City's cellphones and accounts. The extraction type describes the type of data backed up and the software or method used for the backup.

² The Source Date reflects when the backup, download, or extraction was created and does not necessarily reflect when the specific device was last used.

E010B	Durkan, Jenny	CB Full FS	7/7/2021	iPhone 8 Plus (Verizon); SN: Redacted
E008B	Durkan, Jenny	Belkasoft Full FS	7/8/2021	iPhone 11 (FirstNet); SN: Redacted
E047B	Durkan, Jenny	Elcomsoft EPB	9/9/2021	iCloud Synced; Apple ID: Redacted
E016A	Fisher, Christopher	CB Adv Logical	2/22/2021	Apple iPhone 7; SN: Redacted
E022A	Greening, Eric	CB Adv Logical	3/1/2021	Samsung Galaxy S8; IMEI: Redacted
E054A	Greening, Eric	CB Adv Logical	10/27/2021	Samsung Galaxy S8; IMEI: Redacted
E054B	Greening, Eric	CB Full FS	10/27/2021	Samsung Galaxy S8; IMEI: Redacted
E050	Neafcy, Ken	iTunes Backup	3/1/2021	iPhone 6s; SN: Redacted
E045A	Neafcy, Ken	iTunes Backup	8/17/2021	iPhone XS; SN: Redacted
E049A	Neafcy, Ken	Passware Full FS	10/27/2021	iPhone 6s; SN: Redacted
E056A	Neafcy, Ken	Elcomsoft EPB	10/28/2021	iCloud Backups; Apple ID: Redacted
E056B	Neafcy, Ken	Elcomsoft EPB	10/28/2021	iCloud Synced; Apple ID: Redacted
E056C	Neafcy, Ken	Elcomsoft EPB	10/28/2021	iCloud Files; Apple ID: Redacted
E049B	Neafcy, Ken	CB Adv Logical	10/30/2021	iPhone 6s; SN: Redacted
E052A	Scoggins, Harold	Elcomsoft EPB	2/13/2021	Apple iPhone 8 Plus (iCloud Backup); SN: Redacted
E052B	Scoggins, Harold	Elcomsoft EPB	2/16/2021	Apple iPhone 8 Plus (iCloud Backup); SN: Redacted
E051	Scoggins, Harold	iTunes Backup	3/9/2021	Apple iPhone 11; SN: Redacted

Figure 2. Table of forensic extractions and backups provided by the City

5 Text Message Retention Settings

Certain settings can be applied to cellphones which affect the retention of text messages, iMessage chat, and other electronic chat messages. By default, an Apple iPhone retains messages indefinitely. However, a user can configure the iPhone to delete all messages older than 30 days, or all messages older than one year. To change the settings, the user must select *Settings > Messages > Keep Messages*, and change the setting from “Forever”, to “30 days” or “1 Year”. See Figure 3.



Figure 3. iPhone message retention settings

When the user changes the setting from “Forever” to “30 Days” or “1 Year”, a warning message notifies the user that older messages will be permanently deleted. The user can then choose to “Cancel” or confirm the change by selecting the “Delete” option. See Figure 4.

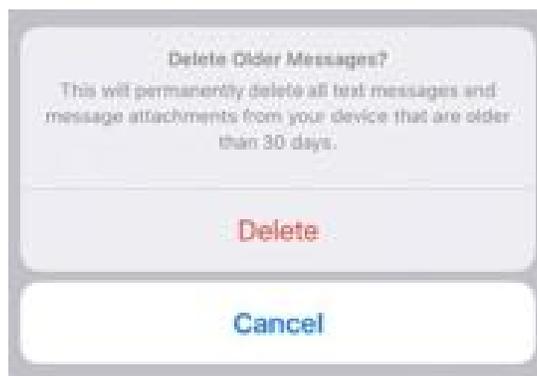


Figure 4. Warning message seen when the iPhone message retention setting is changed

Once the setting has been applied, messages that meet the specified age will continue to be deleted, or “expire”, nightly on a rolling basis. Even if the “Keep Messages” configuration is set to “Forever” a user can still manually delete messages and conversation threads.

The current message retention setting, as well as the number of times the message retention setting has been changed, are stored in the **com.apple.MobileSMS.plist** configuration file. The current message retention setting is stored in a key named **KeepMessageForDays**, and the values are “0” for Forever, “30” for 30 Days, and “365” for 1 Year retention. The number of times the phone’s message retention setting has been changed is stored in a key named **KeepMessagesVersionID**. While the phone does track how many times the message retention setting was changed, it does not track when the settings were changed or what the prior values were. If the **KeepMessageForDays** and **KeepMessagesVersionID** are not found in the **com.apple.MobileSMS.plist** configuration file, this indicates that the phone was configured with the default “Forever” retention setting.

If a user gets a new iPhone, they can optionally transfer certain settings and data from their prior phone. If this is done, the **KeepMessageForDays** retention setting and **KeepMessagesVersionID** are typically

transferred to the new phone. The City's forensic expert, Kevin Faulkner, investigated other configuration changes that can be made to an iPhone that may also cause the **KeepMessagesVersionID** value to increment by 1. For example, when turning "Messages in iCloud" on or off, the **KeepMessagesVersionID** is incremented by 1. See Faulkner, 20-21.

6 Communication Applications

Cell phones and other mobile devices support various forms of communication, including email, text, chat, voice and video. Apple iPhones and Android phones typically include standard applications for sending and receiving email, text messages, and phone calls. However, a user can install any number of additional communications applications, including applications for services such as Facebook Messenger, Skype, Signal, and Telegram, among others. Each of the backups provided by the City were evaluated to determine which communication applications were installed and used.

7 Evidence of Devices Having Been Factory Reset

When a phone is factory reset, all the data maintained on the device is deleted and is irrecoverable from the reset device. When an Apple iPhone is factory reset, the phone automatically restarts after the reset process completes. Examining certain forensic artifacts on the reset phone can provide information about when the reset process finished and the phone first restarted.³

Depending on the type of backup or forensic extraction, some of the artifacts may not be present. A 0 byte file named **.obliterated** is typically created in the **/private/var/root** folder of an iPhone that has been factory reset. The date that the **.obliterated** file was created reflects when the iPhone first started after the factory reset process. A configuration file named **com.apple.purplebuddy.plist** contains entries about when an iPhone was first set up, including the setup activities which occur after a factory reset. The **GussedCountry**⁴ key typically reflects when the setup process began, and the **SetupLastExit** key typically reflects when the setup process was completed. In some cases, an iPhone can be used without the setup process being completed, and thus the **SetupLastExit** date may be later than the **GussedCountry** key. The first entries in the **ZPROCESS** and **ZLIVEUSAGE** tables from the **DataUsage.sqlite** typically reflect the first activities on the iPhone after it first restarts. Additionally, the dates that certain database and configuration files were created can be used to confirm when the device was first restarted after a factory reset.

8 Evidence of Failed Credentials

Access to iPhones can optionally be protected by a passcode. If a passcode is set, certain iPhone models support "Touch ID", which unlocks the device with a fingerprint, or "Face ID", which unlocks the device with facial recognition. If a user forgets a password or passcode, it may not be possible for the user to

³ A Cellebrite blog article that describes various methods to determine if and when an iPhone was factory reset can be found at: <https://cellebrite.com/en/upgrade-from-null-detecting-ios-wipe-artifacts/>

⁴ The **GussedCountry** key from the **com.apple.purplebuddy.plist** configuration file contains a sub-key named "at" which stores the date that the "Country or Region" information is selected during the iPhone setup process.

access the information on the device or account. The City reported that multiple City Officials forgot the passcode to their iPhones and became locked out. In all instances, the iPhones were factory reset prior to being sent to a forensic vendor for inspection and forensic extraction, and thus no data was available which could confirm the events that occurred prior to the phones being factory reset. Depending on the model of iPhone and the version of the iOS operating system, certain software and forensic services could have bypassed the screen lock to gain access to and preserve the data stored on the phone.

9 Evidence of File Deletion

As described in the “Text Messages Retention Settings” section above, an iPhone can be configured to automatically delete text messages after 30 days or after one year. The user can also manually delete text messages by selecting individual messages or by selecting an entire conversation thread. An inspection of the information remaining in the iPhone’s **sms.db** text message database can provide details about the deletion events, such as how many messages were deleted, the time period of the deleted messages, and possibly how the messages were deleted.

The City’s expert provides a detailed explanation describing how to determine if a message deletion was performed by the configured “30 day” message retention setting, by the user selecting individual messages to delete, or by the user deleting an entire conversation thread. If the chat entry exists without any associated messages, the message deletion was performed by the configured retention setting or by manually deleting individual messages. However, if the chat entry is missing, the entire conversation thread was manually deleted by the user. See Faulkner, 23-24.

One can also use the ROWID in the **message** and **chat** tables in the **sms.db** to identify “gaps” or missing messages and conversation threads. When messages are sent or received by an iPhone, they are stored sequentially in the **message** table, where each subsequent message receives the next **ROWID**⁵. Likewise, each new chat is assigned the next available **ROWID**. By identifying the gaps in the sequential **ROWID** found in the **message** and **chat** tables, one can determine how many messages and chats are missing. One can also use the date of the preceding and subsequent messages to determine a date range for the missing message(s). The deleted messages identified using this process were manually deleted, either by selecting individual messages or by selecting an entire conversation thread at a time. If the messages were deleted by the iPhone message retention settings, all messages older than the configured expiration date (“30 days” or “1 Year”) would be missing and the gaps would not exist.

The **sqlite_sequence** table in the **sms.db** keeps track of the next available ID for certain tables. The **seq** column stores the next available **ROWID** for the **deleted_messages** and **sync_deleted_messages** tables, and the current value reflects the number of messages and chats that have been deleted from the phone. The number of “missing” or deleted chats and messages can also be confirmed by subtracting the number of entries found in the chat and message tables from the maximum **ROWID** in each table.

⁵ The City’s expert provides a detailed description about when messages are restored from iCloud, the restored messages are downloaded from newest to oldest, and thus the message **ROWID** in the **sms.db** would be assigned in reverse order. See Faulkner, 29. However, after the historic messages were restored iCloud, new messages sent or receive from the iPhone would be assigned the next greater **ROWID** for each new message.

10 Evidence of Data Wiping and Hiding

When an iPhone is factory reset, the device is essentially “wiped”, and the data cannot be recovered from the device directly. Details regarding the factory reset process for each device is discussed in the “Evaluation of Devices Used by City Officials” section below.

I did not find evidence that specialized software or applications were used to wipe or hide information from the devices subject to the DEA.

11 Evidence of ESI Available from Other Sources

Information from iPhones and other mobile devices can be stored in many locations, including iCloud backups, iTunes backups, prior forensic extractions, previously used devices, and information synchronized to other devices, such as an iPad or Apple computer connected to the same iCloud account.

When information is downloaded from a user’s iCloud account using the Elcomsoft forensic software, information about each device connected to the same iCloud account is saved in the **devices.json** and **trusted_devices.json** file. Evaluating this information may show that other devices were connected to the same iCloud account and could have data, such as text messages, synchronized to the device.

By inspecting certain configuration files found in an iPhone backup, one can determine when the device was last backed up. The **com.apple.madrid.plist** configuration file includes keys such as **CloudKitInitialStartDate**, which tracks when the device was first configured to store “Messages in iCloud”, and **CloudKitSyncingEnabled**, which tracks if the phone was configured to store “Messages in iCloud” at the time the device was backed up. The **com.apple.mobile.ldbbackup.plist** configuration file includes keys such as **LastiTunesBackupDate**, which indicates the date of the last iTunes backup, **LastCloudBackupDate**, which indicates the date of the last iCloud backup, and **CloudBackupEnabled**, which indicates if iCloud backups were enabled. If “Messages in iCloud” was enabled at the time of an iCloud backup, the messages are excluded from the backup. Conversely, if “Messages in iCloud” is not enabled at the time of a backup, the backup includes the messages from the device. The **iTunesPrefs** file contains names of computers that the device had be previously connected to, as well as the computer’s “user account” in use when the device was connected. This forensic artifact can be used to identify computers that may contain the contents of prior iTunes backups.

12 Assessment of Forensic Extractions and Backups

This section evaluates the methods used by the City and its vendors to backup or extract information from the City officials’ phones, cloud accounts, and other sources of ESI. A variety of methods exist to backup or extract information from iPhones, iCloud accounts, and other mobile devices. Some methods provide a more complete forensic backup, typically referred to as a full file system extraction, but these use specialized software and may require the use of “jailbreak” software to bypass the device security.

The timing of when information is downloaded from iCloud accounts is important because backups and synchronized data can expire or be overwritten. Apple typically saves the two most recent backups for a

configured device, and each time a new backup is created, the oldest backup is eliminated. If a device is no longer backed up to iCloud, Apple typically deletes the last remaining backup after 180 days. If the “Messages in iCloud” feature was once enabled, and subsequently disabled, the messages would be available in iCloud for 30 days after the feature was turned off.

13 Evaluation of Devices Used by City Officials

13.1 Former Mayor Durkan

Text Message Retention Settings (former Mayor Durkan)

The City provided backups for three different iPhones used by Durkan between April 10, 2018 and November 19, 2020. At the time each of the backups was created, the phone was configured to retain messages forever. However, the City’s forensic expert concluded that sometime between July 4, 2020, and July 26, 2020, Durkan’s iPhone was configured to delete all messages older than 30 days. See Faulkner, 33-34. Faulkner was not able to determine if the 30-day retention setting was first applied on the iPhone 8 Plus (FirstNet) that Durkan used until July 9, 2020, or the iPhone 11 (FirstNet) that replaced it. The following table provides additional detail about the text message retention settings found on each of Durkan’s iPhone backups provided by the City. See figure 5.

Device	Use Date (Start)	Use Date (End)	Backup Date	Message Retention Setting	Message Retention Version
iPhone 8 Plus (Verizon)	4/10/2018	10/30/2019	8/29/2019	Forever	0
iPhone 8 Plus (Verizon)	4/10/2018	10/30/2019	7/2/2021	Forever	1
iPhone 8 Plus (Verizon)	4/10/2018	10/30/2019	7/7/2021	Forever	1
iPhone 8 Plus (FirstNet)	10/30/2019	7/9/2020	9/18/2020	Unknown, Phone was factory reset	
iPhone 8 Plus (FirstNet)	10/30/2019	7/9/2020	11/19/2020	Unknown, Phone was factory reset	
iPhone 8 Plus (FirstNet)	10/30/2019	7/9/2020	7/7/2021	Unknown, Phone was factory reset	
iPhone (unknown)	Between 7/4/2020 and 7/26/2020			30	3
iPhone 11 (FirstNet)	7/9/2020	11/19/2020	8/21/2020	Forever	4
iPhone 11 (FirstNet)	7/9/2020	11/19/2020	10/15/2020	Forever	4
iPhone 11 (FirstNet)	7/9/2020	11/19/2020	11/19/2020	Forever	5
iPhone 11 (FirstNet)	7/9/2020	11/19/2020	7/8/2020	Forever	5

Figure 5. Durkan’s text message retention settings

Communication Applications (former Mayor Durkan)

The standard iPhone Mail, iMessage, and Phone applications were located on each of the backups of Durkan’s iPhones.

The full file system extraction from Durkan's iPhone 11 (FirstNet) contained a database of Microsoft Teams messages. The **ZSMESSAGE** table found in the **SkypeSpacesDogfood-78e61e45-6beb-4009-8f99-359d8b54f41b.sqlite** database contained 1,799 entries. An analysis of the Teams content showed that the database contained 653 messages and 490 "Event/Call" records dated between April 15, 2020, and November 17, 2020.

I did not find evidence of other communication applications having been downloaded, installed, or used on the backups and forensic extractions provided for Durkan.

Factory Reset (former Mayor Durkan)

On July 4, 2020, Durkan's iPhone 8 Plus (FirstNet) was restored from an iCloud backup of itself. See Faulkner, 27-28. According to Apple⁶, in order to restore from an iCloud backup, the iPhone must first be erased, or factory reset, indicating that the iPhone 8 Plus (FirstNet) must have been factory reset on July 4, 2020.

On September 17, 2020, Durkan's iPhone 8 Plus (FirstNet) was factory reset a second time. This is evidenced by examining the full file system extraction of Durkan's iPhone 8 Plus (FirstNet) that was created on July 7, 2021. As discussed in the "Evidence of Devices Having Been Factory Reset" section above, certain forensic artifacts provide information about when an iPhone was factory reset. The July 7, 2021, backup of Durkan's iPhone 8 Plus (FirstNet) contained an **.obliterated** file that was created on September 17, 2020, at 6:56pm PDT. This special 0 byte file was found in the **/private/var/root/** folder and provides an indication of when the device was factory reset. The **containermanagerd.log.0**⁷ file also included an entry describing when the iPhone was started up and confirms that Durkan's iPhone 8 Plus (FirstNet) completed the factory reset process on September 17, 2020, at 6:56pm PDT.

Evidence of Failed Credentials (former Mayor Durkan)

On November 16, 2020, one of the City's forensic vendors attempted to collect text messages that were synchronized with and stored on Durkan's iCloud account. Text messages, among other data types, are stored on iCloud with end-to-end encryption⁸. In order to download the text messages from a user's iCloud account, the passcode for one of the user's connected devices must first be entered. According to the City's November 1, 2021, ESI Log, the end-to-end encrypted or "protected data", including Durkan's text messages, was not downloaded "due to authentication issues". The City did not successfully collect text messages from Durkan's iCloud account until September 9, 2021.

Evidence of File Deletion (former Mayor Durkan)

When Durkan's iPhone 8 Plus (FirstNet) was factory reset and subsequently restored from an iCloud backup on July 4, 2020, approximately 5,911 messages were restored from her iCloud account. After the messages were restored to her iPhone 8 Plus (FirstNet), the "Messages in iCloud" feature was turned off and the "Disable & Delete" option was selected on July 4, 2020, at 5:19pm PDT. See Faulkner,

⁶ See "Restore your device from an iCloud backup", <https://support.apple.com/en-us/HT204184>

⁷ The "containermanagerd.log.0" is located at **/private/var/root/Library/Logs/MobileContainerManager** and is typically only found in full filesystem extractions.

⁸ See <https://support.apple.com/en-us/HT202303> for information regarding the end-to-end encryption used by Apple's iCloud service.

28-29. This action resulted in nearly 6,000 text messages being deleted from Durkan's iCloud account 30 days later, on August 4, 2020. *Id.*

Sometime between July 4, 2020, and July 26, 2020, Durkan's iPhone was configured to delete all text messages older than 30 days. See Faulkner, 33-34. The City's expert provides a detailed description of how text messages are sequentially numbered using the **ROWID** field found in **message** and **chat** tables in the iPhone's **sms.db** text message database. *Id.*, 28-29. An assessment of the text message database from Durkan's iPhone 11 (FirstNet) indicates that the first and newest message that was downloaded from iCloud after the phone had been factory reset was dated July 4, 2020, at 11:44am PDT, and was assigned **ROWID** 1. The oldest remaining message was dated June 25, 2020, at 10:38am PDT and assigned **ROWID** 165. The first remaining message that was received after Durkan's phone was restored was dated July 4, 2020, at 8:18pm PDT and assigned **ROWID** 5,912. All messages between **ROWID** 165 and 5,912 are missing, indicating that the 30-day retention setting deleted 5,746 messages that were dated prior to June 25, 2020, at 10:38am PDT.

In addition to the 30-day retention setting which automatically deleted messages, I found evidence that messages were manually deleted as well. The City's expert concluded that the 30-day retention setting was turned off on approximately July 25, 2020. See Faulkner, 33-34. As a result, the only messages deleted by the 30-day retention setting would have been dated prior to June 25, 2020, at 10:38am PDT, the oldest remaining message. Since messages received on an iPhone are added to the **sms.db** text message database sequentially, one can look for gaps in the message table's **ROWID** to identify manually deleted messages. An assessment of the text message database found in the July 8, 2021, collection of Durkan's iPhone 11 (FirstNet) includes gaps in the **message** table **ROWIDs**, indicating that messages were manually deleted. The missing messages may have been deleted individually, one message at a time, or may have been the result of entire conversation threads having been deleted by a single action. My analysis of the **ROWID** gaps in the **message** table shows that an additional 191 messages were manually deleted between June 25, 2020, and November 16, 2020. Adding the 191 manually deleted messages to the 5,746 messages deleted by the 30-day retention setting yields 5,937 messages that were deleted after the iPhone 8 Plus (FirstNet) was factory reset on July 4, 2020. This is confirmed by the **sqlite_sequence** table in the **sms.db** text message database found on the July 8, 2021, collection of Durkan's iPhone 11 (FirstNet). In this table, both the **sync_deleted_messages** and **deleted_messages** values were set to 5,937. A table detailing the number of deleted messages, the date range for which each of the missing messages was sent or received, and the method of deletion is provided as Exhibit C to this report.

The table below summarizes the contents of the **message** table found in the **sms.db** text message database for each of the collections of Durkan's iPhones. "Total Messages" is the maximum **ROWID** and reflects the number of messages sent or received. "Messages Remaining" is a count of the messages remaining in the **message** table. "Deleted Messages" is calculated by subtracting the number of "Messages Remaining" from the "Total Messages". "Deleted Messages as % of Total" is calculated by dividing the number of "Deleted Messages" by the number of "Total Messages". See figure 6.

Phone	Backup Date	Total Messages	Messages Remaining	Deleted Messages	Deleted Messages as % of Total
iPhone 8 Plus (Verizon)	8/29/2019	4,722	3,643	1,079	22.9%
iPhone 8 Plus (Verizon)	7/2/2021	4,938	3,845	1,093	22.1%
iPhone 11 (FirstNet)	8/21/2020	6,875	1,006	5,869	85.4%
iPhone 11 (FirstNet)	10/15/2020	7,635	1,702	5,933	77.7%
iPhone 11 (FirstNet)	11/19/2020	8,162	2,225	5,937	72.7%
iPhone 11 (FirstNet)	7/8/2021	8,162	2,225	5,937	72.7%

Figure 6. Evaluation of messages deleted from Durkan’s iPhones

While I cannot determine the exact date that each message was deleted, I can compare the **sms.db** text message databases from each successive backup of Durkan’s iPhone 11 (FirstNet) and determine that 64 messages were deleted between August 21, 2020, and October 15, 2020, and another 4 messages between October 15, 2020, and November 19, 2020. In total, 191 text messages were manually deleted from Durkan’s iPhone between July 4, 2020, and November 19, 2020.

Evidence of Data Wiping and Hiding (former Mayor Durkan)

See “Evidence of File Deletion” section above.

Evidence of ESI Available from Other Sources (former Mayor Durkan)

I did not identify any additional sources of data likely to contain Durkan’s missing text messages that had not been collected and identified on the ESI Log provided by the City.

Assessment of Forensic Extractions and Backups (former Mayor Durkan)

The forensic extractions and backups provided for Durkan’s iPhones and iCloud account were consistent with what I would expect to obtain; however, had data been collected from Durkan’s iCloud account prior to it expiring, the City should have been able to recover most of the 5,937 deleted text messages.

13.2 Former Chief Best

Text Message Retention Settings (former Chief Best)

The City provided one backup of Best’s iPhone XS Max that she used between October 1, 2019, and September 2, 2020. When the backup was created on February 24, 2021, the phone was configured to delete all messages older than 30 days. The following table provides additional detail about the text message retention settings found on Best’s iPhone. See figure 7.

Device	Use Date (Start)	Use Date (End)	Backup Date	Message Retention Setting	Message Retention Version
iPhone XS Max	10/1/2019	9/2/2020	2/24/2021	30	2

Figure 7. Best's text message retention settings

Communication Applications (former Chief Best)

In addition to the default iPhone Mail, iMessage, and Phone applications, the Microsoft Teams, Twitter, Facebook, and LinkedIn applications were also installed on Best's iPhone XS Max. However, I did not locate recoverable messages or other forms of communication sent or received by these applications.

Evidence of Devices Having Been Factory Reset (former Chief Best)

Best's iPhone XS Max was first set up by transferring data from her prior iPhone 8 Plus on October 1, 2019. *See* Faulkner, 37-38. I did not find evidence that her iPhone XS Max had been factory reset since it was first used on October 1, 2019.

Evidence of Failed Credentials (former Chief Best)

I did not find evidence that failed credentials impacted the City's ability to access or collect information from Best's iPhone XS Max.

Evidence of File Deletion (former Chief Best)

The February 24, 2021, collection of Best's iPhone XS Max only included 15 text messages, all of which were received on September 2, 2020, the last day the phone was used. In addition to the 15 remaining messages, there were another 49 entries related to group chats found in the **message** table of the **sms.db** text message database. *See* Faulkner, 41. None of the 49 entries included message text. The maximum **ROWID** for the **message** table was 27,202, and subtracting the 15 messages and 49 chat entries from the maximum **ROWID** indicates that 27,138 messages had been deleted from Best's iPhone XS Max. The number of deleted messages is confirmed by an entry in the **sqlite_sequence** table where the **deleted_messages** value was also set to 27,138.

It appears that nearly all the 27,138 messages deleted from Best's iPhone XS Max were deleted manually, as opposed to having been automatically deleted by the configured 30-day message retention setting. Only 28 out of 5,133 entries remain in the **chat** table, indicating that messages associated with the 5,105 missing chat entries were deleted manually.

The following table summarizes the contents of the **message** table found in the **sms.db** text message database from the collection of Best's iPhone XS Max. "Total Messages" is the maximum **ROWID** and reflects the number of messages sent or received. "Messages Remaining" is a count of the messages remaining in the **message** table. "Deleted Messages" is calculated by subtracting the number of "Messages Remaining" from the "Total Messages". "Deleted Messages as % of Total" is calculated by dividing the number of "Deleted Messages" by the number of "Total Messages". *See* figure 8.

Phone	Backup Date	Total Messages	Messages Remaining ⁹	Deleted Messages	Deleted Messages as % of Total
iPhone XS Max	2/24/2021	27,202	64	27,138	99.8%

Figure 8. Evaluation of messages deleted from Best's iPhone XS Max

Evidence of Data Wiping and Hiding (former Chief Best)

See "Evidence of File Deletion" section above.

Evidence of ESI Available from Other Sources (former Chief Best)

An inspection of the **com.apple.mobile.ldbbackup.plist** file shows that the last iCloud backup was completed on October 1, 2019, and that the phone had not been backed up to iTunes. The October 1, 2019, backup would have expired and been automatically deleted from her iCloud account after 180 days.

I did not identify any additional sources of data likely to contain Best's missing text messages that had not been collected and identified on the ESI Log provided by the City.

Assessment of Forensic Extractions and Backups (former Chief Best)

The forensic extractions and backups provided for Best's iPhones and iCloud account were consistent with what I would expect to obtain.

13.3 Chris Fisher

Text Message Retention Settings (Chris Fisher)

The City provided one backup of Fisher's iPhone 7 that he used between October 1, 2019, and September 2, 2020. When the backup was created on February 22, 2021, the phone was configured to delete all messages older than 30 days. The following table provides additional detail about the text message retention settings found on Fisher's iPhone. See figure 9.

Device	Use Date (Start)	Use Date (End)	Backup Date	Message Retention Setting	Message Retention Version
iPhone 7	11/2/2020 ¹⁰	12/9/2020	2/22/2021	30	1

Figure 9. Fisher's text message retention settings

⁹ The **sms.db - message** table has 64 entries remaining, however only 16 were actual text messages and contained content.

¹⁰ Fisher's iPhone 7 appears to have been restored from an iCloud backup on 11/2/2020 at 4:52PM PST. See "Factory Reset" section below for more detail.

Communication Applications (Chris Fisher)

In addition to the default iPhone Mail, iMessage, and Phone applications, Microsoft Teams was also installed on Fisher's iPhone 7; however, I did not locate recoverable messages or other forms of communication sent or received by the Microsoft Teams application.

Evidence of Devices Having Been Factory Reset (Chris Fisher)

The **com.apple.MobileBackup.plist** configuration file contained a **RestoreDate** key set to "11/3/2020 12:52:14 AM" and the **WasCloudRestored** key set to "True". This combination of values indicates that Fisher's iPhone 7 was restored from an iCloud backup on November 2, 2020, at 4:52PM PST. To restore an iPhone from an iCloud backup, it would first need to be erased or "factory reset".¹¹

Evidence of Failed Credentials (Chris Fisher)

The City reported that on approximately December 3, 2020, Fisher experienced an issue with the facial recognition functionality on his iPhone 7, and that he did not remember his passcode¹². This resulted in Fisher becoming locked out of his iPhone 7, and ultimately it was factory reset.

The iPhone 7 does not support facial recognition, or more specifically, "Face ID". Either the explanation was incorrect, or the incident that Fisher described was with a different phone. As described in the "Evidence of ESI Available from Other Sources" section below, Fisher appears to have used an iPhone XS and iPhone 12 Pro, both of which support apple Face ID. However, no data was provided from either of these phones.

Evidence of File Deletion (Chris Fisher)

The February 22, 2021, collection of Fisher's iPhone 7 only included 16 text messages, all of which were received between December 3, 2020, and December 8, 2020. The maximum **ROWID** for the **message** table was 15,859 and subtracting the 16 messages indicates that 15,843 messages had been deleted from Fisher's iPhone 7. The number of deleted messages is confirmed by an entry in the **sqlite_sequence** table where the **deleted_messages** value was also set to 15,843.

The following table summarizes the contents of the **message** table found in the **sms.db** text message database for Fisher's iPhone 7. "Total Messages" is the maximum **ROWID** and reflects the number of messages sent or received. "Messages Remaining" is a count of the messages remaining in the **message** table. "Deleted Messages" is calculated by subtracting the number of "Messages Remaining" from the "Total Messages". "Deleted Messages as % of Total" is calculated by dividing the number of "Deleted Messages" by the number of "Total Messages". See figure 10.

¹¹ See "Restore your device from an iCloud backup", <https://support.apple.com/en-us/HT204184>

¹² See City's Aug. 31, 2021, Supplemental Response to Plaintiffs' Second Set of Interrogatories to Defendant City of Seattle.

Phone	Backup Date	Total Messages	Messages Remaining	Deleted Messages	Deleted Messages as % of Total
iPhone 7	2/22/2021	15,859	16	15,843	99.9%

Figure 10. Evaluation of messages deleted from Fisher’s iPhone 7

Evidence of Data Wiping and Hiding (Chris Fisher)

See “Evidence of File Deletion” section above.

Evidence of ESI Available from Other Sources (Chris Fisher)

The iPhone 7 backup provided for Fisher included photos that were restored from his iCloud account. Within the individual photos is metadata, or information that describes when the original photo was taken, the model of camera used to take the photo, as well as other details about the photo. Of the photos restored from Fisher’s iCloud account, 2,955 were taken with three different models of iPhones between October 10, 2016, and December 6, 2020¹³. See figure 11.

iPhone Model	First Photo	Last Photo	Count of Photos
iPhone 7 Plus	10/10/2016	9/21/2018	1,187
iPhone XS	9/22/2018	10/23/2020	1,720
iPhone 12 Pro	10/31/2020	12/6/2020	48

Figure 11. iPhone models used to take photos restored from Fisher’s iCloud account

This metadata shows that Fisher likely used an iPhone XS between September 22, 2018, and October 23, 2020, and switched to an iPhone 12 Pro after that. Additionally, the iPhone used to take the photos between October 10, 2016, and September 21, 2018, is listed as an “iPhone 7 Plus”, not the “iPhone 7” that was the source of the February 22, 2021, backup provided by the City.

A review of the text messages produced by the City for former Mayor Durkan and former Chief Best include text messages that were sent to Fisher using the **Redacted** phone number; however, when Fisher’s iPhone 7 was backed up on February 22, 2021, the last phone number used by the phone was **Redacted**. The **CellularUsage.db** shows that the **subscriber_mdn** was set to **Redacted**. The **chat** table in the **sms.db** text message database shows that the “account_login” for the iPhone 7 was set to “P:+12067754995” and “E:**Redacted**”. However, the “last_addressed_handle” in the **chat** table shows that both the **Redacted** and **+Redacted** phone numbers were used over time. There are a variety of possible explanations for this scenario, such as switching the SIM card used in the phone; however, it appears that Fisher may have sources of text messages that were not collected.

¹³ Fisher’s iCloud Photos backup include another 76 photos that were taken with several other iPhone models; however, these were likely received from another user via text message, email, or another transfer method and saved to his device.

Based on my review of the evidence provided, it appears that Fisher used an iPhone XS and iPhone 12 Pro during the relevant time period. Data from the iPhone XS and iPhone 12 Pro was not provided and is a likely source of relevant information.

Assessment of Forensic Extractions and Backups (Chris Fisher)

Fisher's iPhone 7 was backed up by the City's vendor on February 22, 2021. At that time, the last successful iCloud backup for the iPhone 7 was on December 2, 2020.¹⁴ This backup, and one from the prior week, should still have been available at the time the phone was collected on February 22, 2021. Since the phone was not configured to synchronize messages with iCloud¹⁵, any messages remaining on the phone as of December 2, 2020, would have been stored in the iCloud backup. However, since more than 180 days has elapsed, it is likely that the iCloud backup for this phone has expired and is no longer available on Fisher's iCloud account.

13.4 Kenneth Neafcy

Text Message Retention Settings (Kenneth Neafcy)

The City provided backups of two different iPhones used by Neafcy, an iPhone 6s and an iPhone XS. The phone that Neafcy used between approximately March 20, 2020, and October 27, 2020, was factory reset, and thus the text message retention settings configured for this phone are not known. Neafcy began using an iPhone 6s after the iPhone XS was reset, and the iPhone 6s was configured to retain text messages forever. The following table provides additional detail about the text message retention settings found on each of Neafcy's iPhones. See figure 12.

Device	Use Date (Start)	Use Date (End)	Backup Date	Message Retention Setting	Message Retention Version
iPhone XS	Approx. 3/20/2020	10/27/2020 ¹⁶	8/17/2021	Unknown, Phone was factory reset	
iPhone 6s ¹⁷	10/29/2020	3/1/2021	3/1/2021	Forever	0
iPhone 6s	10/29/2020	3/9/2021	10/27/2021	Forever	0
iPhone 6s	10/29/2020	3/9/2021	10/30/2021	Forever	0

Figure 12. Neafcy's text message retention settings

¹⁴ The **LastCloudBackupDate** key from the **com.apple.lidbackup.plist** configuration file shows that the last successful iCloud backup was at 2020-12-02 21:20:17 UTC.

¹⁵ The **CloudKitSyncingEnabled** key from the **com.apple.madrid.plist** configuration file was set to "False", indicating that the messages in iCloud feature was not used.

¹⁶ Neafcy's iPhone XS appears to have been factory reset on 10/27/2020 at approximately 10:26pm. It is unclear when he started to use the iPhone XS; however, it is likely that he began using it on approximately 3/20/2020, after he stopped using his iPhone 6s. See the "Factory Reset" section below for additional detail.

¹⁷ Neafcy used the iPhone 6s from 10/29/2020 – 3/9/2021, after his iPhone XS was factory reset. It appears that he had used the same iPhone 6s between 6/15/2017 - 3/20/2020, prior to his use of the iPhone XS.

Communication Applications (Kenneth Neafcy)

In addition to the default iPhone Mail, iMessage, and Phone applications, the Microsoft Teams and Facebook applications were also installed on Neafcy's iPhone 6s. However, I did not locate recoverable messages or other forms of communication sent or received by the Microsoft Teams or Facebook applications.

Evidence of Devices Having Been Factory Reset (Kenneth Neafcy)

The City reported that Neafcy became locked out of his iPhone XS and ultimately, it was factory reset. An inspection of the databases and log files found on the August 17, 2021, backup of his iPhone XS shows that the factory reset likely occurred on October 27, 2020, at 3:26pm PT. The first entries in the **ZPROCESS** and **ZLIVEUSAGE** tables from the **DataUsage.sqlite** database reflect this time, as do the creation times for the **sms.db**, **Accounts3.sqlite**, and other system databases that are typically created when a phone first boots after a factory reset.

Evidence of Failed Credentials (Kenneth Neafcy)

The City reported that Neafcy became locked out of his iPhone XS and ultimately, it was factory reset.

Evidence of File Deletion (Kenneth Neafcy)

Neafcy's iPhone XS was factory reset on October 27, 2020, resulting in the loss of all text messages that he sent or received between March 19, 2020, and October 28, 2020¹⁸. Since the phone was factory reset, I am not able to inspect the **sms.db** text message database and determine how many messages were lost.

The following table summarizes the contents of the **message** table found in the **sms.db** text message database for the two collections of Neafcy iPhone 6s. "Total Messages" is the maximum **ROWID** and reflects the number of messages sent or received. "Messages Remaining" is a count of the messages remaining in the **message** table. "Deleted Messages" is calculated by subtracting the number of "Messages Remaining" from the "Total Messages". "Deleted Messages as % of Total" is calculated by dividing the number of "Deleted Messages" by the number of "Total Messages". See figure 13.

Phone	Backup Date	Total Messages	Messages Remaining	Deleted Messages	Deleted Messages as % of Total
iPhone 6s	10/27/2021	2,540	2,498	42	1.7%
iPhone 6s	3/1/2021	2,472	2,430	42	1.7%

Figure 13. Evaluation of messages deleted from Neafcy's iPhone 6s

¹⁸ An inspection of the message table from the sms.db backed up from Neafcy's iPhone 6s on March 1, 2021, shows a gap of messages between March 19, 2020, at 5:28pm PDT, and October 28, 2020, at 2:37pm PDT.

Evidence of Data Wiping and Hiding (Ken Neafcy)

See “Evidence of File Deletion” section above.

Evidence of ESI Available from Other Sources (Ken Neafcy)

The City reported that Neafcy “tried to recover the phone from iCloud, but it sent the passcode to the phone that was locked so he could not view it.”¹⁹ An inspection of Neafcy’s iPhone 6s shows that his iCloud account was associated with his **Redacted** email address²⁰. The October 27, 2021, backup of his iPhone 6s included two emails from Apple Support. The first message reported that the password associated with his iCloud account was changed on March 1, 2021, and the second reported that an iPhone XR was used to sign into his iCloud account on March 6, 2021. See Figures 14 and 15.

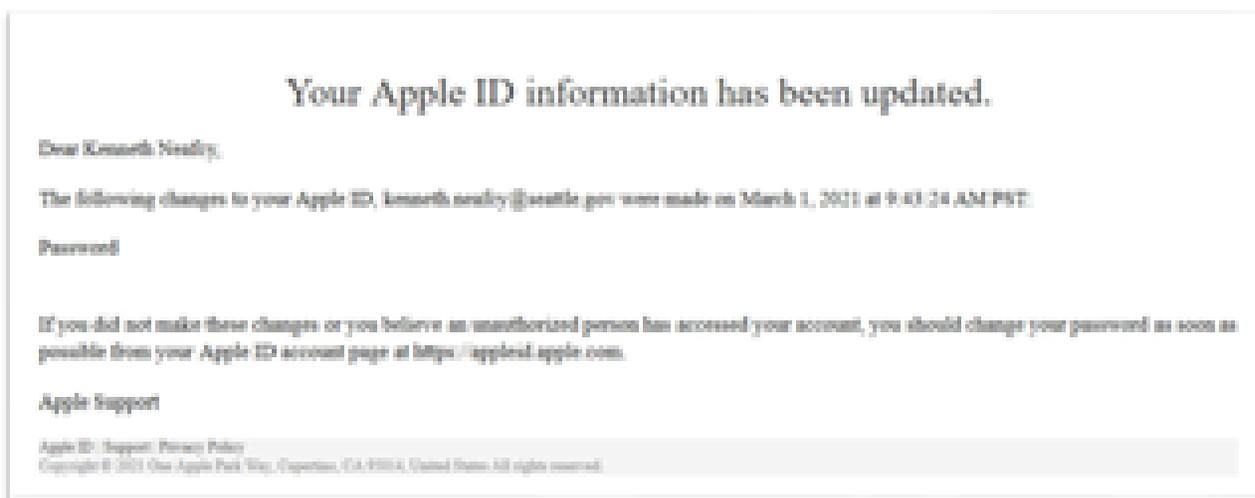


Figure 14. March 1, 2021, email from Apple Support reporting that the password for Neafcy’s **Redacted iCloud account was changed**

¹⁹ See City’s Aug. 31, 2021, Supplemental Response to Plaintiffs’ Second Set of Interrogatories to Defendant City of Seattle.

²⁰ The **ZUSERNAME** field in the **Accoutns3.sqlite** database found on the backups of Neafcy’s iPhone 6s was set to **Redacted** for various Apple services, indicating this was the currently configured Apple ID.

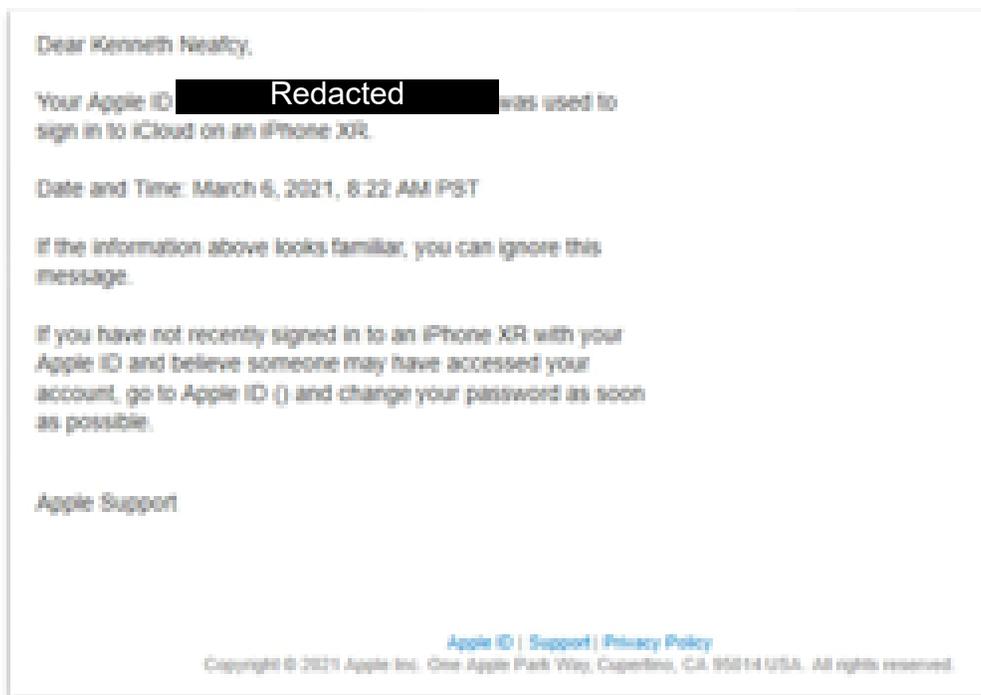


Figure 15. March 6, 2021, email from Apple Support reporting that Neafcy signed into his iCloud account with an iPhone XR

It is unclear how long Neafcy lost access to his iCloud account; however, if his iPhone XS was backed up to his iCloud account before it was factory reset on October 27, 2020, that backup would have been kept for 180 days and would still have been available when data was collected from his iPhone 6s on March 1, 2021.

Assessment of Forensic Extractions and Backups (Ken Neafcy)

See “Evidence of ESI Available from Other Sources” section above.

13.5 Chief Scoggins

Text Message Retention Settings (Chief Scoggins)

The City provided backups of two different iPhones used by Chief Scoggins. Chief Scoggins’ iPhone 8 Plus was factory reset on October 8, 2020, and thus the text message retention settings prior to the reset date are unknown. Between October 8, 2020, and February 16, 2021, the iPhone 8 Plus was configured to retain messages forever. On February 17, 2021, files and settings from Chief Scoggins iPhone 8 were transferred to a new iPhone 11²¹. The iPhone 11 was also configured to retain text

²¹ The **com.apple.MobileBackup.plist** found on Scoggins’ iPhone 11 contained a **RestoreDate** key set to “2/18/2021 12:42:24 AM” UTC, a **WasCloudRestore** key set to “False”, and a **SourceDeviceUDID** key set to “6198ec80e016c39394d59e4687b191edc6112c1d”, which matches the unique id of Scoggins’ iPhone 8 Plus. This

messages “Forever” when it was last backed up on March 9, 2021. The following table provides additional detail about the text message retention settings found on each of Chief Scoggins’ iPhones. See figure 16.

Device	Use Date (Start)	Use Date (End)	Backup Date	Message Retention Setting	Message Retention Version
iPhone 8 Plus	10/8/2020	2/12/2021	2/13/2021	Forever	0
iPhone 8 Plus	10/8/2020	2/16/2021	2/16/2021	Forever	0
iPhone 11	2/17/2021	3/9/2021	3/9/2021	Forever	1

Figure 16. Chief Scoggins’ text message retention settings

Communication Applications (Chief Scoggins)

In addition to the default iPhone Mail, iMessage, and Phone applications, the Microsoft Teams and Twitter applications were also installed on Scoggins’ iPhone 8 Plus and iPhone 11. However, I did not locate recoverable messages or other forms of communication sent or received by these applications.

Evidence of Devices Having Been Factory Reset (Chief Scoggins)

The City reported that Chief Scoggins became locked out of his iPhone 8 Plus on October 8, 2020, and as a result, his phone was factory reset. An inspection of the February 16, 2021, iPhone 8 Plus iCloud backup provided by the City confirms that the phone had been factory reset and the first subsequent use began on October 8, 2020. The first entries in the **ZPROCESS** and **ZLIVEUSAGE** tables from the **DataUsage.sqlite** database are October 8, 2020, at 4:15pm PDT and 4:16pm PDT respectively. The first messages were found in the **sms.db** text message database just over an hour later at 5:22pm PDT on October 8, 2020.

Evidence of Failed Credentials (Chief Scoggins)

The City reported that Chief Scoggins had forgotten his iPhone passcode and became locked out his iPhone 8 Plus on October 8, 2020, and the phone was subsequently factory reset.

Evidence of File Deletion (Chief Scoggins)

Chief Scoggins iPhone 8 Plus was factory rest on October 8, 2020, resulting in the loss of all text messages prior to that date.

The following table summarizes the contents of the **message** table found in the **sms.db** text message database from the collections of Scoggins’ iPhone 8 Plus and iPhone 11. “Total Messages” is the maximum **ROWID** and reflects the number of messages sent or received. “Messages Remaining” is a count of the number of messages remaining in the **message** table. “Deleted Messages” is calculated by subtracting the number of “Messages Remaining” from the “Total Messages”. “Deleted Messages as % of Total” is calculated by dividing the number of “Deleted Messages” by the number of “Total Messages”. See figure 17.

combination of keys indicates that Scoggins’ iPhone 8 Plus was transferred to his new iPhone 11 on February 17, 2021, at 4:42pm PST.

Phone	Backup Date	Total Messages	Messages Remaining	Deleted Messages	Deleted Messages as % of Total
iPhone 8 Plus	2/13/2021	2,829	2,827	2	0.1%
iPhone 8 Plus	2/16/2021	2,948	2,946	2	0.1%
iPhone 11	3/9/2021	3,335	3,333	2	0.1%

Figure 17. Evaluation of messages deleted from Scoggins' iPhones

Evidence of Data Wiping and Hiding (Chief Scoggins)

See "Evidence of File Deletion" section above.

Evidence of ESI Available from Other Sources (Chief Scoggins)

Chief Scoggins iPhone 8 Plus and iPhone 11 were both configured to backup to his iCloud account and the City provided two restored iCloud backups for his iPhone 8 Plus. Included with the backups was a configuration file named [REDACTED] **Redacted** that was created by the forensic software used to download the backups. The "last_snapshot_date" values for the iPhone 8 Plus were February 13, 2021, at 1:19:44, and February 16, 2021, at 22:07:40. The **com.apple.mobile.ldbbackup.plist** found in the backup of his iPhone 11 had the key **LastCloudBackupDate** set to "2021-03-09 05:57:46.0000000 Z"²² and the key **CloudBackupEnabled** set to "True". Had Chief Scoggins iPhone 8 Plus been configured to backup to iCloud at the time it was factory reset on October 8, 2020, the same process could have been used to download the backup from his iCloud account. However, since the same iPhone 8 Plus was configured to backup to the same iCloud account after it was factory reset, it is likely that the iCloud backups of the newly configured phone would have overwritten any existing backups within a few weeks.

Assessment of Forensic Extractions and Backups (Chief Scoggins)

The City's forensic vendor did not collect data from Chief Scoggins' iCloud account until July 15, 2021. At this time, his iCloud account had two backups for his iPhone 8 Plus, one from February 13, 2021, and the other from February 16, 2021. Had the City collected data from Chief Scoggins' iCloud account shortly after his iPhone 8 Plus was factory reset on October 8, 2020, the messages lost due to the factory reset may have been recovered.

13.6 Idris Beauregard

Text Message Retention Settings (Idris Beauregard)

The City provided one backup of the iPhone 8 used by Idris Beauregard. Beauregard's iPhone 8 was factory reset on October 9, 2020, and thus the text message retention settings prior to the reset event are unknown. An inspection of the **com.apple.MobileSMS.plist** file found on the March 9, 2021 backup

²² Dates can be stored in many different formats. The **LastCloudBackup** key is stored in Apple Absolute Time, which is the number of seconds that have elapsed since "2001-01-01 00:00:00 Z". This numeric value can be converted to a human readable date using a specific formula.

of Beauregard's iPhone 8 did not contain entries for the **KeepMessageForDays** and **KeepMessagesVersionID** keys. This is consistent with the iPhone 8 having the default text message retention setting of "Forever". See figure 18.

Device	Use Date (Start)	Use Date (End)	Backup Date	Message Retention Setting	Message Retention Version
iPhone 8	10/9/2020	3/9/2021	3/9/2021	Forever	0

Figure 18. Beauregard's text message retention settings

Communication Applications (Idris Beauregard)

In addition to the default iPhone Mail, iMessage, and Phone applications, the Microsoft Teams application was also installed on Beauregard's iPhone 8. However, I did not locate recoverable messages or other forms of communication sent or received by the Microsoft Teams application.

Evidence of Devices Having Been Factory Reset (Idris Beauregard)

The City reported that Beauregard had forgotten his iPhone 8 passcode and became locked out on October 9, 2020, and the phone was subsequently factory reset. An inspection of the **com.apple.purplebuddy.plist** configuration file shows that the "GuestCountry" - "at" key was set to October 9, 2020, at 1:51pm PDT and the "SetupLastExit" key was set to October 9, 2020 at 2:17pm PDT. The oldest entry in the **ZPROCESS** table found in the **DateUsage.sqlite** database was set to October 9, 2020, at 1:50pm PDT. These artifacts are consistent with the factory reset process completing at approximately 1:50pm PDT on October 9, 2020.

Evidence of Failed Credentials (Idris Beauregard)

The City reported that Beauregard had forgotten his iPhone 8 passcode and became locked out on October 9, 2020, and the phone was subsequently factory reset.

Evidence of File Deletion (Idris Beauregard)

Beauregard's iPhone 8 was factory reset on October 9, 2020, resulting in the loss of all text messages prior to that date. The **sms.db** text message database from Beauregard's iPhone 8 included 3,682 text messages that were sent and received between October 9, 2020, and March 9, 2021. Of the 3,682 messages, 388 messages were manually deleted from the phone. The maximum **ROWID** for the **message** table was 3,682, and subtracting the 3,294 remaining messages from the maximum **ROWID** indicates that 388 messages had been deleted from Beauregard's iPhone 8. This is confirmed by the **deleted_messages** and **sync_deleted_messages** values from the **sqlite_sequence** table, both of which were set to 388. Since Beauregard's iPhone 8 was configured to keep messages "Forever", the deletions must have been performed manually.

The following table summarizes the contents of the **message** table found in the **sms.db** text message database collected from Beauregard's iPhone 8. "Total Messages" is the maximum **ROWID** and reflects the number of messages sent or received. "Messages Remaining" is a count of the messages remaining in the **message** table. "Deleted Messages" is calculated by subtracting the number of "Messages

Remaining” from the “Total Messages”. “Deleted Messages as % of Total” is calculated by dividing the number of “Deleted Messages” by the number of “Total Messages”. See figure 19.

Phone	Backup Date	Total Messages	Messages Remaining	Deleted Messages	Deleted Messages as % of Total
iPhone 8	3/9/2021	3,682	3,294	388	10.5%

Figure 19. Evaluation of messages deleted from Beauregard’s iPhones

Evidence of Data Wiping and Hiding (Idris Beauregard)

See “Evidence of File Deletion” section above.

Evidence of ESI Available from Other Sources (Idris Beauregard)

Since Beauregard’s iPhone 8 was factory reset, I am not able to determine if his phone had been backed up using iTunes or iCloud before it was reset on October 9, 2020. However, when his iPhone 8 was collected on March 9, 2021, the **com.apple.mobile.lidbackup.plist** configuration file had the **CloudBackupEnabled** key set to “True”, indicating that it was configured to backup to iCloud.²³ If his phone was backed up to iCloud prior to October 9, 2020, the backup would only have been available for 180 days and would have expired by approximately April 7, 2021.

Assessment of Forensic Extractions and Backups (Idris Beauregard)

See “Evidence of ESI Available from Other Sources” section above.

13.7 Assistant Chief Greening

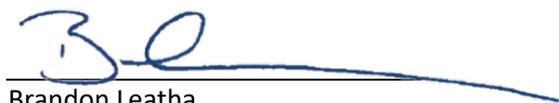
The City provided three backups of Greening’s Samsung Galaxy S8 phone. Greening was the only one of the City Officials subject to the October 29, 2021 Digital Examination Agreement and Order that used an Android device. The process to extract information from an Android device is different than that of an iPhone, as are the forensic artifacts used to determine the configuration of the phone and past activity. The provided forensic extractions were limited, and while the content of the available text messages was included, the **mmssms.db** text message database and other configuration files were not. This is consistent with the capabilities of a standard forensic extraction. Extracting additional data from the phone, including the **mmssms.db** text message database, would have required “rooting” the phone to bypass the device security or using specialized software or tools only available in some forensic labs.

The City reported that Greening became locked out of his Samsung Galaxy S8 on October 26, 2020, and as a result, the phone was factory reset. An analysis of the available data shows that the oldest text

²³ The **com.apple.mobile.lidbackup.plist** configuration file had the **CloudBackupEnabled** key set to “True”. The **LastCloudBackupDate** did not exist, indicating that an iCloud backup had not yet been completed. This may be because the iCloud backup setting was enabled shortly before data was extracted from his phone on March 9, 2021, or because he did not have enough available storage in his iCloud account.

message was dated October 27, 2020, at 8:28AM PDT, and the oldest call record was dated October 26, 2020, at 12:43pm PDT. The oldest files, including the **SamsungAnalyticsPrefs.xml** configuration file, were dated October 26, 2020, at 9:14AM PDT. This is consistent with the phone having been factory reset on the morning of October 26, 2020, prior to 9:14AM PDT.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "BL", with a long horizontal flourish extending to the right.

Brandon Leatha

April 28, 2022

Exhibit A – Materials Considered

- Documents Produced by the City of Seattle
 - BEST_00000002 – Text messages between Carmen Best and Chris Fisher from May 18, 2021 to June 8, 2021
 - CONFIDENTIAL_Durkan_Jenny_messages_supplemental_V2.xls (a partial reconstruction of Jenny Durkan’s text messages)
 - CONFIDENTIAL_Durkan_Jenny_messages_supplemental_V3.xls (a partial reconstruction of Jenny Durkan’s text messages)
 - CONFIDENTIAL_HC_Durkan_Jenny_messages_supplemental.xls (a partial reconstruction of Jenny Durkan’s text messages)
 - CONFIDENTIAL_HC-Best_Carmen_messages_supplemental.xls (a partial reconstruction of Carmen Best’s text messages)
 - CONFIDENTIAL_Scoggins_Harold_messages 01.xls (a partial reconstruction of Harold Scoggins’s text messages)
 - CONFIDENTIAL_Scoggins_Harold_messages 02.xls (a partial reconstruction of Harold Scoggins’s text messages)
 - CONFIDENTIAL_Scoggins_Harold_messages 03.xls (a partial reconstruction of Harold Scoggins’s text messages)
 - SEA_00144347 – March 4, 2021 Whistleblower Complaint by Stacy Irwin and supporting materials
 - SEA_00145711 – Phone Log for Mayor Durkan’s work phone
- 2021-07-13 The City of Seattle’s Objections and Responses to the Plaintiffs’ Second Set of Interrogatories to Defendant City of Seattle
- 2021-08-03 Letter from Shane P. Cramer to Plaintiffs’ Counsel re Durkan Text Messages
- 2021-08-31 The City of Seattle’s Objections and Supplemental Responses to Plaintiff’s Second Set of Interrogatories to Defendant City of Seattle
- 2021-10-19 Stipulated Digital Examination Agreement (DEA) and Order Signed by Judge Zilly (Dkt. No. 50)
- 2021-11-01 ESI Log Produced Pursuant to the Stipulated Digital Examination Agreement
- 2022-02-11 Expert Report of Kevin T. Faulkner Dated February 11, 2022
- Deposition Transcript of Jenny A. Durkan Dated March 1, 2022, in the case of Seattle Times Co. v. City of Seattle, Case No. 21-2-07268-9 SEA, 92 - 105

Exhibit B – Leatha CV



Brandon Leatha

Founder and CEO, Leatha Consulting LLC

SUMMARY

Brandon Leatha, the Founder and CEO of Leatha Consulting LLC, is an expert in digital forensics, e-Discovery, and data analytics. With over 22 years of technology consulting experience, he advises clients on digital forensic investigations, e-Discovery, information governance, and cybersecurity. Mr. Leatha has experience with on premise and cloud-based enterprise software platforms, such as email, database, and industry specific business applications. He has performed forensic investigations on hundreds of devices ranging from computers and enterprise servers, to smartphones and IOT devices. He has developed solutions to identify, preserve, and produce relevant information from a variety of challenging data sources, including social media, mobile applications, cloud-based applications, and legacy systems. He also has extensive experience designing and implementing data preservation plans, as well as assessing and remediating potential data loss situations.

Mr. Leatha has been a corporate 30(b)(6) witness, a court-appointed neutral computer forensics expert, and has testified on numerous electronic discovery and computer forensics issues. He has a certificate in computer forensics from the University of Washington and has earned both the GIAC Certified Incident Handler (GCIH) and GIAC Certified Forensic Examiner (GCFE) certificates. He serves on the Board of Directors for the Computer Technology Investigators Network (“CTIN”), is the Board Vice President of the Puget Sound chapter of the Information Systems Security Association (“ISSA”), and on the Advisory Board for the SANS Institute’s Global Information Assurance Certification (“GIAC”) program. He has been a member of the Sedona Conference since 2005 and has participated in the Working Groups on Electronic Document Retention and Production (“WG1”) and Data Security and Privacy Liability (“WG11”). Prior to his current role, he was a Director at Washington DC based iDiscovery Solutions (iDS) and the Director of ESI Consulting and Data Analysis at Electronic Evidence Discovery (EED).

SELECT CONSULTING EXPERIENCE

- Managed the cross functional team that performed the data restoration, processing, analysis, hosted review, and production for one of the largest civil discovery disputes in history.
- Performed a covert collection and intellectual property theft investigation consisting of over 30 servers and workstations. Investigation resulted in the identification, quarantine, and secure deletion of the misappropriated intellectual property.
- Performed a forensic analysis of multiple computers and mobile devices to identify the installation and use of software that intercepted electronic communications.
- Performed the collection and production of relevant information originating from over 20 different social media accounts, many of which were not supported by industry standard forensic collection software and required the development, testing, and implementation of customized solutions.
- Responded to a targeted phishing attack which resulted in the compromise of multiple user credentials and significant financial loss. Led the incident response activities, including the planning, identification, containment, eradication, and remediation in a rapid and cost-effective manner.

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- Performed the collection, preservation, and production of incident information stored in legacy databases including DBII, Oracle, and SQL Server. Performed data conversion, normalization, and de-duplication to ensure the complete and non-duplicative production of relevant information. The resulting database allowed the client to quickly respond to discovery requests that were previously very costly and time consuming.
- For a public utility, performed an incident response investigation into the alleged theft and destruction of intellectual property which included the analysis of workstations, servers, security camera footage, and access control systems. Analysis required the correlation of evidence from multiple systems and locations over a multi-day period.
- Managed a team that collected, processed, and supported a multi-year hosted review of a significant volume of data onsite within an international corporation based in the EU.

COURT APPOINTED NEUTRAL

- Court Appointed Neutral, Forensic Expert; TCS & Starquest Expeditions v. Distant Insights, PTC., LTD, Case No. 18-2-07338-3 SEA, Washington State Superior Court, King County; 2018-2021
- Court Appointed Neutral, Forensic Expert; Earthbound Corporation et al v. MiTek USA Inc et al, US District Court, Central District of California, Case No. 2:16-cv-07223-DMG-JPR; 2016-2017
- Court Appointed Neutral, Forensic Expert; Roger M. Belanich et al. v. Employers' Fire Insurance Co. et al., Superior Court of Washington for King County, Case No. 12-2-14368-4 SEA; 2014-2015

TESTIMONY

- Expert report; Masood Khan v. The Greenspan Company, et al., Case No. 1100110442, Judicial Arbitration and Mediation Services, San Francisco Office; April 2022
- Expert report; Douglas Withers v. Boeing Employees' Credit Union, et al., Case No. 21-2-11224-9, Washington State Superior Court, King County; February 2022
- 30(b)(6) Deposition; St. Clair County Employees' Retirement System v. Acadia Healthcare Company, Inc. et al., Case No. 3:18-cv-00988, United States District Court for Middle District of Tennessee, Nashville Division; December 2021
- Declaration; City of Chicago v. Purdue Pharma L.P., et al., Case No. 14-CV-04261, United States District Court for the Northern District of Illinois, Eastern Division; July 2021
- Declaration; Pinkstaff v. Tidewater Barge Lines, Inc., Case No. 19-CV-54217, Oregon State Circuit Court, Multnomah County; May 2021
- Declaration; Pinkstaff v. Tidewater Barge Lines, Inc., Case No. 19-CV-54217, Oregon State Circuit Court, Multnomah County; May 2021
- Expert witness testimony, jury trial; John E. Traster v. NUGS LLC, Case No. 18-2-13981-3, Washington State Superior Court, King County; March 2021
- Declaration; Commercial Cold Storage, Inc. v. The City of Mt. Vernon, Washington, Case No. 18-2-00806-29, Washington State Superior Court, Skagit County; January 2021
- Declaration; John E. Traster v. NUGS LLC, Case No. 18-2-13981-3, Washington State Superior Court, King County; December 2020
- Declaration; Commercial Cold Storage, Inc. v. The City of Mt. Vernon, Washington, Case No. 18-2-00806-29, Washington State Superior Court, Skagit County; December 2020
- Declaration; Commercial Cold Storage, Inc. v. The City of Mt. Vernon, Washington, Case No. 18-2-00806-29, Washington State Superior Court, Skagit County; November 2020

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- Declaration; Commercial Cold Storage, Inc. v. The City of Mt. Vernon, Washington, Case No. 18-2-00806-29, Washington State Superior Court, Skagit County; October 2020
- Expert witness testimony, evidentiary hearing; Masood Khan v. The Greenspan Company, et al., Case No. CGC-19-581129, Superior Court of California, San Francisco County; October 2020
- Declaration; Masood Khan v. The Greenspan Company, et al., Case No. CGC-19-581129, Superior Court of California, San Francisco County; October 2020
- Declaration; Commercial Cold Storage, Inc. v. The City of Mt. Vernon, Washington, Case No. 18-2-00806-29, Washington State Superior Court, Skagit County; September 2020
- Expert witness deposition; Commercial Cold Storage, Inc. v. The City of Mt. Vernon, Washington, Case No. 18-2-00806-29, Washington State Superior Court, Skagit County; August 2020
- Declaration; Griffin Maclean, Inc. v. Hites and Neville, Case No. 18-2-28257-8, Washington State Superior Court, King County; August 2020
- Declaration; Griffin Maclean, Inc. v. Hites and Neville, Case No. 18-2-28257-8, Washington State Superior Court, King County; July 2020
- Declaration; Griffin Maclean, Inc. v. Hites and Neville, Case No. 18-2-28257-8, Washington State Superior Court, King County; June 2020
- Expert report; Commercial Cold Storage, Inc. v. The City of Mt. Vernon, Washington, Case No. 18-2-00806-29, Washington State Superior Court, Skagit County; April 2020
- Electronic Discovery, Declaration; Commercial Cold Storage, Inc. v. The City of Mt. Vernon, Washington, Case No. 18-2-00806-29, Washington State Superior Court, Skagit County; January 2020
- Declaration; Evergreen Point Development, LLC v. Halvorson Construction Group, LLC, et al., Case No. 19-2-05329-1 SEA, Washington State Superior Court, King County; December 2019
- Declaration; Pacific Woodtech Corporation v. Daniel Semsak, Case No. 2:19-CV-01984, United States District Court for the Western District of Washington; December 2019
- Declaration; AGC Flat Glass Company North America, Inc. v. Jason Perryman, an individual, Case No. 19-CV-28663, Oregon State Circuit Court, Washington County; December 2019
- Declaration; Commercial Cold Storage, Inc. v. The City of Mt. Vernon, Washington, Case No. 19-2-00162-29, Washington State Superior Court, Skagit County; November 2019
- Declaration; Evergreen Point Development, LLC v. Halvorson Construction Group, LLC, et al., Case No. 19-2-05329-1 SEA, Washington State Superior Court, King County; November 2019
- Expert witness testimony, evidentiary hearing; Miller Construction Co., LTD v. Department of Transportation & Public Facilities, Southcoast Region, OAH No. 19-0088-CON, Alaska Office of Administrative Hearings; September 2019
- Affidavit; Law Offices of Herssein & Herssein PA v. United Services Automobile Association et al., Case No. 2015-15825-CA, Eleventh Judicial Circuit Court of Florida; August 2019
- Expert witness deposition; RJB Wholesale, Inc. v. Jeffrey Castleberry, et al., Case No. 2:16-cv-1829, United States District Court for the Western District of Washington; May 2018
- Expert report; RJB Wholesale, Inc. v. Jeffrey Castleberry, et al., Case No. 2:16-cv-1829, United States District Court for the Western District of Washington; January 2018
- Expert report; RJB Wholesale, Inc. v. Jeffrey Castleberry, et al., Case No. 2:16-cv-1829, United States District Court for the Western District of Washington; December 2017
- Affidavit; Law Offices of Herssein & Herssein PA v. United Services Automobile Association et al., Case No. 2015-15825-CA, Eleventh Judicial Circuit Court of Florida; October 2017

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- Affidavit; Law Offices of Herssein & Herssein PA v. United Services Automobile Association et al., Case No. 2015-15825-CA, Eleventh Judicial Circuit Court of Florida; August 2017
- Expert report; Horizon Tire Inc. (A Texas Corporation) v. Benjamin Shan, Sylvia Hermosillo, Haitao Zhang, and Flagship Tire & Wheel, LLC, Case No. 2016-03707, 127th Judicial District Court of Harris County Texas; August 2017
- Expert report; Kruger Industries, Inc. v. Sound Propeller Services, Inc., Case No. 15-2-14142-8, Washington State Superior Court, Pierce County; November 2016
- 30(b)(6) Deposition; In Re: Actos (Pioglitazone) Products Liability Litigation, MDL No. 6:11-md-2299; United States District Court for the Western District of Louisiana; March 2015
- Declaration; Shareholder Insite, Inc. v. WTAS LLC, Case No. 13-2-26202-9 SEA, Washington State Superior Court, King County; September 2013
- Declaration; In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010; MDL 2179 Section J, United States District Court for the Eastern District of Louisiana; December 2012
- Declaration; In re: Oil Spill by the Oil Rig “Deepwater Horizon” in the Gulf of Mexico, on April 20, 2010; MDL 2179 Section J, United States District Court for the Eastern District of Louisiana; December 2011
- Expert report; In re the Marriage of Sara Stephenson and Shata Stephenson; Case No. 10-2-06746-2, Washington State Superior Court, King County; April 2011
- 30(b)(6) Deposition, In RE: Intel Corporation Microprocessor Antitrust Litigation; MDL No. 05-1717-JJF, United States District Court for the District of Delaware; March 2010
- Declaration; In RE: Intel Corporation Microprocessor Antitrust Litigation; MDL No. 05-1717-JJF, United States District Court for the District of Delaware; March 2010
- 30(b)(6) Deposition, In RE: Intel Corporation Microprocessor Antitrust Litigation; MDL No. 05-1717-JJF, United States District Court for the District of Delaware; October 2009
- Declaration; American Airlines, Inc. v. Yahoo! Inc. et al.; Case No. 4:08-CV-626-A, United States District Court for the Northern District of Texas; August 2009
- Declaration; Jerry Ryan, et al. v. Flowserve Corporation, et al.; Case No. 3:03-CV-01769-B, United States District Court for the Northern District of Texas; September 2006

EDUCATION, CERTIFICATIONS AND LICENSES

- B.A., Environmental Studies, University of Washington, 1999
- Certificate in Computer Forensics, University of Washington, 2007
- ITIL V3 Foundation Certificate in IT Service Management, 2008
- GIAC Certified Forensic Examiner (GCFE), License 2735, 2016 – 2024
- GIAC Certified Incident Handler (GCIH), License 29294, 2017-2025

PUBLICATIONS AND SPEAKING ENGAGEMENTS

- LegalWeek 2021; “Mitigating the eDiscovery Risks of Remote Workforces”; July 2021
- Webinar, Smarsh Inc.; “On-the-Go-Workforce: How to Stay Compliant with Mobile”; July 2020
- USSS Seattle Electronic Crimes Task Force and Washington State HTCIA; Bellevue, WA; “Cloud Forensics”; October 2019
- Webinar, Smarsh Inc.; “The Time Is Now: Understanding the Mobile Landscape”; October 2019

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- PREX Actionable Strategies for In-House Ediscovery; Chicago, IL; “The Changing Communication Landscape and its Impact on Ediscovery”; September 2019
- Webinar, Smarsh Inc.; “Collaboration & E-Discovery: Addressing the Challenge of Interactive Content”; May 2019
- CTIN Digital Forensics Conference at Microsoft; Redmond, WA; “Cloud Forensics”; May 2019
- Seattle University School of Law; Expert Witness Class; Mock Expert Testimony; March 2019
- CTIN General Membership Meeting; Washington State Criminal Justice Training Commission; Burien, WA; “Free and Open-Source Forensics Tools”; June 2018
- CLE; Betts Patterson Mines; Seattle, WA; “Computer forensics and eDiscovery: How to identify, preserve, review, and produce relevant sources of electronically stored information”; February 2018
- University of Washington’s OASIS: OWASP Academic Summit for Information Security; Bothell, WA; “Forensics”; May 2017
- CTIN Digital Forensics Conference at Microsoft; Redmond, WA; “Investigating Data Exfiltration”; March 2017
- CLE; King County Bar Association, Young Lawyers Division; Seattle, WA; “Investigating the Theft of Trade Secrets: The role of computer forensics in investigating the theft of trade secrets and other business confidential information”; January 2017
- Interview; The Metropolitan Corporate Counsel, “BYOD Brings Both Risks & Rewards: Considering the information governance implications of BYOD”; January 2017
- Article; The Metropolitan Corporate Counsel, “10 Key Legal Considerations for Cloud Solutions: There will be investigations and e-discovery request, are you ready?”, November 2016
- CLE Webinar; The Knowledge Group; “Social Media eDiscovery in Civil Litigation: What You Need to Know”, November 2016
- CLE Webinar; Clear Law Institute; “Behind the Curtain: What else is hidden in your social media?”, November 2016
- CLE Webinar; Cost Effective eDiscovery Solutions at Lewis Brisbois; “E-Discovery Trends, Rules and Tips”; May 2016
- CTIN 2016 Digital Forensics Conference; Washington State Criminal Justice Training Commission; Burien, WA; “Windows Event Log Forensics”; March 2016
- CLE; King County Bar Association, Young Lawyers Division; Seattle, WA; “Digital Evidence: How Electronically Stored Information May Impact Your Next Case”; January 2016
- CLE Webinar, The Knowledge Group; “Emerging Issues: Reconsidering Intellectual Property in Cloud Computing in 2016”; November 2015
- CLE Webinar, Cost Effective eDiscovery Solutions at Lewis Brisbois; San Francisco, CA; “Effective preservation, analysis and review of data stored on mobile devices”, October 2015
- CTIN Digital Forensics Conference; Washington State Criminal Justice Training Commission; Burien, WA; “IP Theft Investigations: A detailed look at the tools and techniques used for intellectual property theft investigations”, March 2015
- CLE; King County Bar Association, Young Lawyers Division; Seattle, WA; “General Discussion on Social Media and Its Impact on e-Discovery”; December 2014
- CLE; Bracewell & Giuliani LLP; Seattle, WA; “General Discussion on Social Media and Its Impact on e-Discovery”; October 2014
- CTIN Digital Forensics Conference; Washington State Criminal Justice Training Commission; Burien, WA; “Mobile Device Forensics: Application Analysis Tools and Techniques”, March 2014

Exhibit B – Leatha CV



- The Masters Conference; San Francisco, CA; “Cloud Computing and Mobile Devices: How to be Prepared for Litigation”, March 2014
- CLE; Bingham McCutchen; San Francisco, CA; “Cloud Computing and Mobile Devices: How to be Prepared for Litigation”, March 2014
- Article; The Metropolitan Corporate Counsel, “Mobile Device Forensics: The New Frontier”, January 2014
- Computer Technology Investigators Network, Webinar; “Analysis of Email Metadata”, June 2011
- Washington State Association for Justice (WSAJ) CLE; Seattle, WA; “Looking in the Right Places: Uncovering where companies keep electronic information”, October 2009
- Texas State Bar CLE, Electronic Discovery and Digital Evidence Institute; Houston, TX; “Focus on E-Mail Evidence” and “Panel Discussion: Q & A on Search”, April 2009
- West LegalWorks CLE; Chicago, IL; “E-Discovery Searching Techniques and Tools”, October 2005

PROFESSIONAL AFFILIATIONS

- Sedona Conference Working Group on Electronic Document Retention and Production (WG1); 2005 – present
- Sedona Conference Working Group on Data Security and Privacy Liability (WG 11); 2014 - present
- Computer Technology Investigators Network (CTIN); 2009 – present
- Board Member, Computer Technology Investigators Network (CTIN); 2014 – present
- SANS GIAC Advisory Board; 2016 – present
- Information Systems Security Association (ISSA), Puget Sound Chapter; 2016 – present
- Board Vice President, Information Systems Security Association (ISSA), Puget Sound Chapter; 2020 – present

Exhibit C – Former Mayor Durkan’s Deleted Text Messages

Deleted Message Count	Previous Message Date (PT)	Following Message Date (PT)	Deletion Type
5746	Unknown	6/25/20 10:38:48 AM	30-day Retention Setting
11	6/25/20 12:33:43 PM	6/26/20 6:43:14 AM	Manual User Deletion
1	6/26/20 9:08:57 AM	6/26/20 10:41:09 AM	Manual User Deletion
4	6/30/20 8:38:02 AM	6/30/20 12:07:09 PM	Manual User Deletion
7	6/30/20 12:07:52 PM	6/30/20 9:27:21 PM	Manual User Deletion
3	7/1/20 11:45:10 AM	7/2/20 12:16:00 AM	Manual User Deletion
1	7/2/20 9:49:06 AM	7/2/20 9:58:34 AM	Manual User Deletion
2	7/2/20 9:58:34 AM	7/2/20 6:28:56 PM	Manual User Deletion
1	7/5/20 11:59:58 AM	7/6/20 2:10:07 PM	Manual User Deletion
3	7/6/20 10:45:12 PM	7/7/20 8:22:59 AM	Manual User Deletion
1	7/7/20 8:24:15 AM	7/7/20 8:28:15 AM	Manual User Deletion
1	7/7/20 8:28:15 AM	7/7/20 8:28:51 AM	Manual User Deletion
3	7/7/20 8:28:51 AM	7/7/20 8:37:38 AM	Manual User Deletion
4	7/7/20 8:43:46 AM	7/7/20 1:19:31 PM	Manual User Deletion
1	7/7/20 1:38:56 PM	7/7/20 5:04:18 PM	Manual User Deletion
4	7/7/20 5:05:31 PM	7/7/20 8:33:04 PM	Manual User Deletion
4	7/8/20 6:48:13 AM	7/8/20 8:36:35 PM	Manual User Deletion
5	7/10/20 8:54:35 AM	7/10/20 10:00:54 AM	Manual User Deletion
4	7/10/20 11:28:49 AM	7/11/20 6:50:45 AM	Manual User Deletion
1	7/11/20 7:28:12 PM	7/12/20 12:00:55 PM	Manual User Deletion
1	7/12/20 1:03:08 PM	7/12/20 1:04:14 PM	Manual User Deletion
1	7/17/20 5:52:41 AM	7/17/20 11:43:38 AM	Manual User Deletion
10	7/19/20 5:02:45 PM	7/20/20 8:56:19 AM	Manual User Deletion
4	7/20/20 10:43:35 AM	7/20/20 11:04:28 AM	Manual User Deletion
1	7/21/20 1:45:36 PM	7/21/20 3:48:13 PM	Manual User Deletion
1	7/21/20 3:59:27 PM	7/21/20 11:54:23 PM	Manual User Deletion
5	7/22/20 5:01:30 AM	7/22/20 8:05:03 AM	Manual User Deletion
1	7/22/20 8:05:03 AM	7/22/20 8:45:45 AM	Manual User Deletion
6	7/22/20 8:45:45 AM	7/22/20 10:16:24 AM	Manual User Deletion
6	7/22/20 10:17:15 AM	7/22/20 12:54:05 PM	Manual User Deletion
1	7/22/20 12:55:07 PM	7/22/20 1:13:47 PM	Manual User Deletion
13	7/22/20 2:15:28 PM	7/22/20 6:03:04 PM	Manual User Deletion
1	7/23/20 5:41:10 PM	7/23/20 7:02:28 PM	Manual User Deletion
1	7/27/20 8:27:19 PM	7/27/20 8:29:53 PM	Manual User Deletion
4	7/28/20 1:13:51 PM	7/28/20 4:06:23 PM	Manual User Deletion
1	7/29/20 10:24:09 AM	7/29/20 11:36:03 AM	Manual User Deletion
2	8/1/20 8:36:45 PM	8/1/20 11:07:58 PM	Manual User Deletion
4	8/2/20 9:19:32 PM	8/2/20 10:24:38 PM	Manual User Deletion
2	8/2/20 10:24:38 PM	8/3/20 8:35:06 AM	Manual User Deletion
11	8/3/20 10:38:24 AM	8/4/20 8:21:03 AM	Manual User Deletion

Exhibit C – Former Mayor Durkan’s Deleted Text Messages

Deleted Message Count	Previous Message Date (PT)	Following Message Date (PT)	Deletion Type
2	8/5/20 4:34:21 PM	8/5/20 6:08:55 PM	Manual User Deletion
2	8/13/20 9:05:30 PM	8/14/20 10:40:24 AM	Manual User Deletion
1	8/19/20 6:44:57 AM	8/19/20 9:50:07 AM	Manual User Deletion
1	8/25/20 10:10:21 AM	8/25/20 8:03:17 PM	Manual User Deletion
1	8/25/20 8:03:17 PM	8/26/20 9:55:13 PM	Manual User Deletion
9	8/26/20 9:57:56 PM	8/29/20 2:20:36 PM	Manual User Deletion
5	8/29/20 9:39:59 PM	8/29/20 10:37:08 PM	Manual User Deletion
1	8/31/20 4:57:40 PM	9/1/20 7:57:45 AM	Manual User Deletion
1	9/1/20 4:32:11 PM	9/1/20 4:43:43 PM	Manual User Deletion
3	9/1/20 5:23:38 PM	9/1/20 5:56:05 PM	Manual User Deletion
1	9/2/20 8:59:14 PM	9/2/20 9:32:17 PM	Manual User Deletion
3	9/3/20 9:43:56 AM	9/3/20 2:10:38 PM	Manual User Deletion
2	9/4/20 7:04:03 AM	9/5/20 8:31:42 AM	Manual User Deletion
1	9/5/20 8:35:11 AM	9/6/20 3:13:42 PM	Manual User Deletion
8	9/8/20 9:40:21 PM	9/9/20 2:12:42 PM	Manual User Deletion
1	9/9/20 2:12:42 PM	9/9/20 2:13:27 PM	Manual User Deletion
1	9/9/20 2:15:32 PM	9/9/20 2:16:14 PM	Manual User Deletion
8	9/9/20 2:19:06 PM	9/9/20 6:51:53 PM	Manual User Deletion
1	9/22/20 8:59:46 AM	9/22/20 9:03:24 AM	Manual User Deletion
1	10/21/20 8:05:47 AM	10/21/20 8:15:28 AM	Manual User Deletion
1	11/16/20 12:32:23 PM	11/16/20 2:27:39 PM	Manual User Deletion

Exhibit 21



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June 5, 2023

Troy Chen
Complaint Navigation & Community Outreach Specialist
City of Seattle
Office of Police Accountability

RE: Internal affairs complaint, Antonio Mays

***Sent via electronic mail Troy.Chen@seattle.gov and
Office.PoliceAccountability@seattle.gov***

Dear Mr. Chen,

This letter will serve as the official demand to open an internal affairs complaint in connection with Antonio Mays' murder. Oshan & Associates represent the Estate of Antonio Mays. On June 29th, 2020, Antonio Mays, Jr., a juvenile, was murdered by gunfire at the Capitol Hill Organized Protest (CHOP) Zone.

The family of Antonio Mays, Jr., as well as our office has made numerous contact attempts with various members of the City of Seattle, and the City of Seattle Police Department for updates on the investigation into the murder of Antonio Mays, Jr. Not only has multiple city officials failed to respond, city officials have also not provided the family of Antonio Mays, Jr. or our office with updates on the murder investigation.

The City of Seattle has also failed to provide contact information for adequate follow up, to the family of Antonio Mays, Jr., nor our office. We do appreciate your responses to our concerns, and as part of our official internal affairs complaint. We will provide additional details that have led up to this official complaint.

As the investigation into the murder of Antonio Mays, Jr., began, Seattle Police Department Detective Cruz as well as Seattle Police Department Chief of Police Carmen Best contacted the family of Antonio Mays, Jr. After the initial communication to the family of Antonio Mays, Jr., from the Detective Cruz and Chief of Police Carmen Best occurred, the communication to the family of Antonio Mays, Jr., stopped. After the shooting, months went by and no one from the City of Seattle reached out.

After communication from the city of Seattle stopped, Antonio Mays, Sr., took the initiative to contact the city of Seattle for updates on the investigation into the murder of his son, Antonio Mays, Jr. was informed that the case was reassigned but did not provide any additional contact information as to who the investigator to the case was. Antonio Mays, Sr., was also mistakenly informed by Seattle Police Department that the investigation into his son's murder was closed after attempts to gather updates on the investigation.

Our office continued the follow up into the investigation, beginning with email contact on November 21st, 2022, expressing our concerns to the Seattle Police Department Detective Spokesperson Patrick Michaud, Jamie Housen of the City of Seattle Mayor's Office, as well as the Civil Rights Division of the City of Seattle. See **Exhibit 1**. After this email the only response we received was from the Civil Rights Division, on November 22nd, 2022. See **Exhibit 2**.

Following this email, two additional emails requesting a status on the case were sent to Detective Patrick Michaud. The emails were sent on December 2nd, 2022, and December 9th, 2022. Our office received an automatic reply from Patrick Michaud, stating he is no longer with the public affairs office and to contact the public affairs office for any questions, apologizing for any inconvenience. See **Exhibit 3**, **Exhibit 4**, and **Exhibit 5**.

In addition to the previous paragraph, our office contacted the Seattle Police Department Chief of Police Adrian Diaz by email on December 6th, 2022, and on December 16th, 2022. See **Exhibit 6** and **Exhibit 7**. Our office did not receive a response from the Chief of Police nor was a response delivered by anyone else on behalf of the Chief of Police.

With no response from the Seattle Police Department Chief of Police or representative, our office contacted the City of Seattle Internal Affairs Manager Anne Maher by email on February 8th, 2023, see **Exhibit 8**. Anne Maher also, did not respond to our concerns.

On February 15th, 2023, our office contacted the Office of Police Accountability for the City of Seattle by email, see **Exhibit 9**. After expressing our concerns by email to the Office of Police Accountability for the City of Seattle, we were finally contacted back.

Our office filed an open records request with the City of Seattle for information related to the investigation into the shooting, and our office was assigned reference number, P111111-111022 on November 22nd, 2022, see **Exhibit 10**.

On November 18th, 2022, our office received a response from the City of Seattle informing our office that the first installment of records related to the shooting would be released 04/21/2023. See **Exhibit 11**.

On February 10th, 2023, our office received a response from the City of Seattle informing our office that records related to the shooting would not be released due to being under an active investigation. See **Exhibit 12**. In the response, our office did not receive contact information for anyone to follow up on, or further contact from anyone within the public relations department to inform our office of any other information.

During your phone call with my assistant Jeffery Martinez, you informed him that an email of our concerns would suffice as material for an official internal affairs complaint, and our intention is to use this letter as such to commence the process of an official complaint into the handling of the previously mentioned paragraphs as well as the lack of transparency of the investigation.

We also ask for your special attention into this particular video [https://www.youtube.com/watch?v=_K0tXOBPMHA] and other videos floating on the Internet as well

as leads and suspects that we assume were never followed up on since we never got any follow information on any suspects or leads. Is this a cold case? Is this a cover up for Police executing an unarmed black teenager? Or his death just doesn't matter?

More specifically we are concerned that the Seattle Police Policy Manuel was not complied with which compromised the investigation.

Attached are Exhibits and summary of what we believe should have been applied but disregarded completely by the Seattle Police Department:

<p>Exhibit 13 15.055 – Death Investigation.</p>	<p>3. The Patrol Sergeant Responding to a Death Investigation Notifies the Appropriate Investigating Unit.</p> <p>The responding sergeant will notify the Homicide and Assault Unit, TCI, ABS, or FIT through Communications as directed below.</p> <p>Homicide Unit is contacted for:</p> <ul style="list-style-type: none">• - Homicide• - Assaults with injuries likely to result in death• - Non-traffic related deaths involving a person under the age of 18 <p>It is our suspicion that the above was not followed and no units were contacted and notified following the murder of Antonio Mays, Jr. If you have any information regarding which unit was notified and when please supply it to our office ASAP.</p> <p>Other sections that may have been violated according to the Death Investigation Seattle Policy Manuel include but not limited to:</p> <p>4. A Watch Commander May Order Follow-up Units to Respond to the Scene of a Death</p> <p>6. The Homicide Scene Sergeant Screens and Approves Reports for Homicides and Possible Homicides</p> <p>15.055-TSK-1 Primary Patrol Officer Patrol Officer 1. Secures the scene, protects the evidence, isolates witnesses, and identifies suspects.</p> <p>- Restricts access to other than essential personnel. Essential personnel include: Police, Fire, Medical Examiner staff, and Prosecutors.</p>
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	<p>- If the body or evidence is in imminent danger of being contaminated or damaged, moves the body or evidence only to the extent necessary to preserve its evidentiary value. (If possible, photographs the body or evidence prior to being moved.) If the body or evidence was moved, documents this in the Report.</p> <p>- Notes the position and description of the body in relation to the surroundings, and the presence or absence of any weapons.</p> <p>- Does not remove evidence or property from the scene unless directed to do so by the proper follow-up unit or the Medical Examiner's Investigator.</p> <p>2. Requests that a Patrol Sergeant respond to the scene. 3. Identifies all persons found at the scene and encourages them to remain until the arrival of a Patrol Sergeant.</p> <p>4a. If the death appears to be of natural causes attempts to locate the deceased's identification.</p> <p>- This search may include the deceased's clothing while making an effort not to significantly disturb the position of the body. Photograph the body prior to conducting the search (<i>Also see 6a</i>).</p> <p>4b. If a follow-up unit is responding to the scene, does not move or search the body or room for the person's identification or other information unless directed to do so by a detective sergeant or Medical Examiner Investigator.</p> <p>5. Photographs the scene using a Department-issued digital camera.</p> <p>Note: Officers do not complete scene sketches as part of a death investigation. Instead, officers may take overview photos of the scene, taking care not to contaminate the crime scene. The priority is to coordinate the scene, isolate witnesses, and identify suspects.</p> <p>Note: If a follow-up unit is not responding to a death investigation, the primary officer will thoroughly photograph the scene.</p> <p>Note: Officers may take photographs of the exterior location and gathered crowds if applicable.</p> <p>1. 6e. If investigating a possible homicide or death</p>
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	<p>with suspicious circumstances:</p> <ul style="list-style-type: none">(1). Obtains identification and contact information from all persons at the scene. Encourages witnesses to remain at the scene and talk with Homicide detectives.(2). Requests the responding sergeant contact the Homicide and Assault Unit.(3). Assists the detectives.(4). Remains at the scene until relieved by the follow-up detectives.(5). Completes a Report and Officer Statement documenting the information obtained at the scene and the release of the scene to the follow-up unit.(6). If the officer writes a Report for a possible homicide or death with suspicious circumstances, the officer informs the Homicide Scene Sergeant that the Report is in the approval queue. <p>15.055-TSK-2 Primary Patrol Sergeant’s Responsibilities at a Death Investigation</p> <p>Patrol Sergeant</p> <ul style="list-style-type: none">1. Responds in person to a dead human body call.2. Assumes command of all patrol activities at the scene and assists the primary officer with their required tasks.3. With the primary officer, determines the likely manner of death: natural, accidental, suicide, homicide, or possible homicide/undetermined.4. Contacts the proper follow-up unit if required.5. Determines if a Crime Scene Log (form 9.26) is needed. <p>- Assigns an officer to maintain a crime scene log documenting who enters and exits the crime scene.</p> 6. Screens the body from public view if practical. <p>Note: Supervisors or Officers may drape a Department emergency blanket over a body to keep from public view when necessary. Sealed, uncontaminated Emergency Blankets are available from the Quartermaster or Stationmasters.</p>
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	<p>7. Remains at the scene until released by the proper follow-up unit (if they respond).</p> <p>8. Screens and approves all related reports generated by patrol for the incident.</p> <p>Responsibilities at Death Investigations</p>
<p><i>Exhibit 14</i> 15.080-POL-1 Follow-Up Unit Notification.</p>	<p>1. Follow-Up Units are Available to Respond to a Crime Scene on a 24-Hour Basis if the Circumstances Justify an Immediate Response</p> <p>The primary unit sergeant must consider the facts of the incident considering the guidelines listed, prior to contacting the dispatch supervisor or the follow-up unit sergeant.</p> <p>If the incident occurs during daytime hours, an attempt will be made to contact the appropriate follow-up unit first, via telephone. Whenever feasible, the primary unit sergeant will provide the dispatch supervisor with a telephone number where the follow-up unit sergeant may contact the primary unit sergeant.</p> <p>Watch lieutenants have the discretion to order a detective follow- up response if, in their judgment, the situation requires it.</p> <p>The follow-up unit sergeant and the primary unit sergeant will normally determine whether immediate follow-up response is appropriate.</p> <p>2. Sergeants of Primary Investigating Units are Required to Notify Appropriate Follow-Up Unit Sergeants of Certain Incident on a 24-Hour Basis</p> <p>a. SWAT (Contact SWAT by phone through the Communications Section)</p> <p>Whether for a planned operation or an incident in-progress, factors that may justify calling out the team include, but are not limited to:</p> <ul style="list-style-type: none"> • - A suspect who is reported to be armed with a firearm or is reported to have access to automatic weapons or explosives. • - A suspect with a violent criminal history. • - The suspect is in a fortified location / barricaded. • - The crime(s) involved is often associated with weapons. • - A suspect who is affiliated with a violent, anti-social or anti- government group. • - A suspect who made threats of violence towards police.

	<ul style="list-style-type: none"> • - Other hazardous conditions. <p>Planned operations include, but are not limited to:</p> <ul style="list-style-type: none"> - Search warrant service - Arrest warrant service - Dignitary protection - Vehicle / foot takedown - Demonstration management - Special event security (Seahawks, Parades) <p>In-progress incidents include, but are not limited to:</p> <ul style="list-style-type: none"> - Barricaded subjects - Hostage situations - Riots - Active shooter(s) <p>Barricaded subjects appropriate for a SWAT response include, but are not limited to, situations where:</p> <ul style="list-style-type: none"> • - There is probable cause to believe that the person committed or is committing a violent felony crime. • - There is a reasonable possibility that the person is armed with a deadly weapon. <p>- The person is located within a structure (residence, building, vehicle, or other protective surrounding) and the person is noncompliant (not complying with the lawful authority of on- scene law enforcement personnel).</p> <p>A hostage situation includes these elements:</p> <ul style="list-style-type: none"> • - The suspect has physical or coercive control over another person. • - The suspect threatened to kill or cause serious bodily harm to the victim, and there is a reasonable belief that the suspect has the means to carry out the threat. <p>Other incidents that are appropriate to request SWAT include, but are not limited to:</p> <ul style="list-style-type: none"> • - Acts of terrorism or weapons of mass destruction • - Active shooter • - Sniper situations • - Civil disturbance/unrest at the scene of a hostile crowd • - Any situation, by its apparent nature, is life-threatening and beyond the scope of normal police response or capabilities. • - Response requires special equipment, tactics, or
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training not available to patrol operations.

Unless exigent (active shooter, hostage situation, terrorist event) the on-duty lieutenant should be on scene to make an assessment prior to contacting the SWAT commander. The following considerations should be in place prior to contacting the SWAT commander (if feasible) or prior to SWAT arriving on scene:

- Containment in place
- Arrest team in place
- HNT on scene and attempts at negotiation have occurred
- Command Post established
- A separate tactical frequency that is monitored by Dispatch

In the case of Antonyo Mays Jr. there was an active shooter barricaded in the Chop Zone and the Seattle Police failed to follow any of the above procedure.

b. The Homicide and Assault Unit ((206) 684-5550) is contacted for a possible response in the following incidents:

- - Homicide
- - Assault with injuries likely to result in death
- - Any death investigations (including natural, accidental, and adult suicide) involving questionable circumstances
- - Every death involving a child under the age of 18 (TCIS handles all traffic collisions that result in deaths including a child under the age of 18)
- - Any death or life-threatening felony assault resulting from domestic violence
- - Kidnapping, other than custodial
- - Fire deaths or fire injuries likely to result in death at the request of an Arson/Bomb Unit sergeant
- - Death of any police personnel
- - Serious assault on an officer in which there was not reportable force used on the suspect
- - Serious assault on an officer in which Type III reportable force is used in the incident
- - Missing person, where it is apparently a homicide or kidnapping
- - Other personal injury incidents that because of their nature (victim status, unique crime) will likely generate media attention
- - Any found bones that are likely human, such as a skull or a partial skeleton

	<ul style="list-style-type: none"> • - All industrial accidents resulting in death, either of a paid employee or a volunteer • g. The Bias Crimes Unit ((206) 233-3898) is contacted for a possible response in the following incidents: <ul style="list-style-type: none"> ○ - Incidents likely to generate significant media and/or community interest ○ - When there is a question as to whether or not an incident meets the definition of a criminal act under either the malicious harassment ordinance, SMC 12A.06.115 or the state statute, RCW 9A.36.080, contact the Bias Crime coordinator during regular business hours for screening. Outside of regular business hours contact the on-duty or on call Homicide Unit sergeant ○ - The incident will be thoroughly investigated. When circumstances are questionable, the incident shall be treated as a bias crime initially, all appropriate procedures will be followed, and all the appropriate boxes on the Incident Report will be checked, including the “Bias Crime” box • i. The Gun Violence Reduction Team ((206) 615-1048) is contacted for a possible response in the following incidents: <ul style="list-style-type: none"> ○ - Drive-by shootings with injury or serious risk of injury, regardless of whether a suspect has been located ○ - Any violent crime related to gang activity or involving gang members and or associates ○ - Assaults upon officers by suspected gang members ○ - Riot/disturbance situations with gang involvement ○ - Serious assaults involving juveniles ○ - Serious assaults with a crime scene where Homicide and Assault Unit detectives would not be required ○ - In accordance with the call-out guidelines for the Homicide and Assault, first call-out request shall be made requesting their response ○ - If Homicide and Assault Unit declines to respond, request through the Communications Section that a second call-out attempt be made to the Gun Violence Reduction Team. • o. Crime Scene Investigation Unit (CSI) ((206) 684- 0972) <ul style="list-style-type: none"> - The function of this unit will be to respond to
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	<p>certain types of crime scene and process then for physical evidence. The case investigation responsibility for all major crimes will remain with the appropriate follow up units.</p> <p>p. Any other crime which the field supervisor believes should be brought to a follow-up unit's attention.</p> <p>r. Any incident of a sensitive nature which may bring public notoriety upon an officer, or the department should be brought</p> <p>to the attention of a sergeant. The sergeant will determine if the incident should be brought to the attention of a member of the Public Affairs Unit. The ranking supervisor will decide if those higher in command should be notified, up to and including the Chief of Police.</p> <p>s. Other crimes or incidents may also require immediate follow- up investigation, the need for which will be determined by the special investigative skills required and current investigative policies. In all cases where the necessity for immediate follow- up investigation has been determined, the appropriate detective unit will be notified and given the option of immediate response.</p> <p>t. Refer to manual section 15.260 - Collision Investigations when determining follow-up requirements for traffic collisions.</p> <p>u. Incidents to which follow-up units will respond require the primary investigator to preserve and protect the scene (See manual section 14.060 - Serious Incident Plan).</p> <p>v. Incidents occurring where a follow-up unit has been contacted and does not respond, require the primary investigator to complete the investigation as thoroughly as possible.</p> <p>w. If immediate follow-up investigation will not be required, the primary investigation will be conducted in such a manner as to ensure that the follow-up unit will receive all available information, via reports and statements, concerning the incident.</p> <p>15.080-POL-2 Follow-Up Unit Investigation</p> <p>The Seattle Police Department conducts follow-up investigations in certain cases, as determined by either Criminal Investigations Bureau or precinct personnel. While the course of an investigation is dependent on the particular facts of the incident, the goals may include identification,</p>
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	<p>apprehension, and prosecution of involved suspects as well as the recovery of stolen property.</p> <p>1. Follow-Up Investigations Will Include Certain Minimum Components</p> <p>a. Analysis and Review</p> <ul style="list-style-type: none"> • - All previous and related reports should be reviewed and assessed for relevance or intelligence value. • - The criminal history files of any suspects should be collected and included in the file. • - An attempt should be made to link the suspect to other crimes through a modus operandi analysis. <p>b. Investigative Operations</p> <ul style="list-style-type: none"> • - When appropriate, the case detectives will contact and interview listed suspects, witnesses, and victims. When necessary, detectives should consider contacting uniformed personnel for additional information. • - Generally, case detectives should consider viewing the scene of the crime. Any physical evidence located shall be packaged and submitted per manual section 7.020 – Found Property. Crime scene searches should be systematic and thorough. • - If a crime scene is large or outdoors, detectives should consider requesting the assistance of other units. Such requests should be coordinated through the case detective’s unit lieutenant. <p>c. Case Preparation</p> <ul style="list-style-type: none"> • - Case files will be prepared to satisfy standards established by the prosecuting attorney’s office. The Criminal Investigations Bureau will publish these standards. • - Detectives will respond to requests for additional information from the prosecutor. Any concerns regarding these requests should be communicated to the detective’s sergeant.
<p>Exhibit 15 15.080 – Primary Investigation.</p>	<p>This policy applies to primary investigations. A primary investigation begins when police action is initiated and is critical to the success of any subsequent investigative efforts. The scope of a primary investigation may be very restricted or may constitute the entire investigation of a crime.</p> <p>- See 15.080 – Follow-Up Unit Notification & Follow-Up Investigation for information on requesting that a follow-up</p>

	<p>unit respond to a scene.</p> <ul style="list-style-type: none">• - See 14.060 – Serious Incident Plan for information on responses to serious incidents.• - See 6.220 – Voluntary Contacts and Terry Stops for information on non-probable cause investigative contacts. <p>1. Officers Shall Conduct a Thorough and Complete Search for Evidence</p> <p>All sworn personnel are responsible for knowing how to collect the most common physical evidence that might be encountered on a primary investigation. This includes latent fingerprints.</p> <p>Only evidence that is impractical to collect or submit to the Evidence Unit shall be retained by the owner.</p> <p>- Officers shall photograph all evidence that is retained by the owner (See 7.090 – Photographic Evidence).</p> <p>(See 7.010 – Submitting Evidence)</p> <p>2. Sergeants Are Responsible for the Proper Utilization of</p> <p>Evidence Technicians</p> <p>Circumstances when sergeants might call an evidence technician include:</p> <ul style="list-style-type: none">- A section of wallboard with a handprint needs to be removed• - A section of carpet with a bloodstained footprint needs to be removed• - A toolmark impression needs to be lifted from a surface that cannot be removed• - Photographs of a scene need to be taken <p>- The extent of processing required is significantly more than a single officer can handle effectively</p> <p>Evidence technicians may be utilized on an initial response, pending the deployment of a follow-up unit, to assist in identifying and locating evidence, and to assist in collecting evidence that might be destroyed or lost before the follow-up unit arrives.</p> <p>Officers maintain primary responsibility for their</p>
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assigned calls, regardless of the presence of an evidence technician.

3. Officers Shall Take Statements in Certain Circumstances

- - Officers shall take victim statements in all domestic violence investigations.
- Witness statements are mandatory in all domestic violence felony investigations.
- - Officers shall take statements from victims, witnesses, and complainants in all juvenile arrest investigations.
- - Officers shall take statements from victims, witnesses, and complainants in all felony arrest investigations.
- - Officers are encouraged to take statements in other investigations, as they deem necessary.
- It is particularly important to get statements from victims and witnesses who do not have a local, permanent address.

Officers shall document incidents of people refusing to give statements in the Report.

(See 15.370 – [Sexual Assault Investigations](#) for interviews of sexual assault victims)

4. Officers May Use Canvass Cards at Major Incident Scenes

Officers may use Canvass Cards (form 16.9) to collect witness information at the scene of a major incident. Canvass Cards shall be submitted to the unit that is investigating the incident.

5. Officers Shall Document all Primary Investigations on a Report

If a Report Number already exists and there are no new charges, officers shall use the existing number. If there are new charges, officers shall obtain a new number.

Officers shall indicate whether the primary offense is a felony or a misdemeanor by entering an “F” or “M” in the appropriate field. If the primary offense is non-criminal, officers shall leave that field blank.

	<p>All reports must be complete, thorough, and accurate.</p> <p>Officers shall document whether victims of non-custody incidents want to pursue charges, as feasible.</p> <p>(See 15.020 – Charge-By-Officer)</p> <p>6. Officers Shall Document Permanent Addresses and Telephone Numbers for Suspects, Complainants, Victims and Witnesses in the Entities Section of the Report</p> <p>If a person is temporarily staying at a local address, officers shall list the temporary address in the narrative.</p> <p>If a person provides more than one address, officers shall list the additional address(es) in the narrative.</p> <p>Officers shall identify military personnel by their unit number and the name of their ship, station, or installation.</p> <p>If a person does not have an address, officers shall state in the narrative that the person is transient.</p> <p>- A last-known address is required for a case to be submitted for prosecution.</p> <p>7. Officers Shall Not Book Suspects on Both Misdemeanor and Felony Charges</p> <p>(See 11.040 – Booking Adult Detainees into a Detention Facility)</p> <p>8. For any In-Custody Case, Officers Shall State the Crime(s) for Which the Suspect is Being Booked in the Report Narrative</p> <p>Officers shall include the SMC or RCW violation code(s).</p> <p>When booking a suspect for one or more felonies, officers shall use the terminology “Investigation of _____.”</p> <p>9. Involved Officers Shall Complete Statements for Felony Arrests</p> <p>10. All Primary Investigations Require a MIR and Disposition</p> <p>11. Officers Shall Document Information Obtained After the Report has Been Submitted Using the Same Report Number</p> <p>12. All Officers Involved in an Investigation Shall</p>
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	<p>Cooperate in any Subsequent Prosecutions or Official Inquiries Where Their Testimony May Be Needed</p>
<p><i>Exhibit 16</i> 15.350 – Significant Incident Reports (SIRs)</p>	<p>This policy applies to the use of Significant Incident Reports (SIRs). The purpose of SIRs is three-fold:</p> <ul style="list-style-type: none"> • - To provide command staff with rapid notification of significant incidents, • - To inform sergeants, lieutenants, and captains of potential cross-precinct issues to enhance officer safety and incident investigation, and • - To make specific information about significant events directly and quickly available to officers and detectives, thereby improving officer communication and safety. <p>Significant incidents include the following:</p> <ul style="list-style-type: none"> - Assault with significant injury - Bias crime - Event likely to generate media attention - Event likely to generate community concern - Homicide - Hostage/barricade - In-custody death - Officer assaulted - Robbery - Shots fired (with damage or evidence) <p>- Significant crisis events, including those resolved without force</p> <p>- Type II and Type III use-of-force investigations - Any other event a sergeant believes is significant</p> <p>1. Sergeants Will Document Significant Incidents Via SIRs</p> <p>When a follow-up unit responds to the scene of a significant incident, the detective sergeant will complete the SIR. The sergeant will complete and submit the SIR prior to the end of shift.</p> <p>When a follow-up unit does not respond to the scene, the watch lieutenant will appoint a patrol sergeant to complete the SIR. The sergeant will complete and submit the SIR prior to the end of shift.</p> <p>In either circumstance, the sergeant will ensure that the SIR is factually accurate, does not contain unnecessary commentary, and is designed to efficiently meet the purpose of an SIR.</p> <p>2. Sergeants Will Not Document Sexual Assault Incidents</p>

	<p>Via SIRs 3. Sergeants Will Submit SIRs via the SIR Application</p> <p>Sergeants shall submit SIRs via the SIR Application within Patrol Portal.</p>
<p><i>Exhibit 17</i> 16.130 POL – Providing Medical Aid</p>	<p>Emergency Medical Technician (EMT) Officer – A Seattle Police Officer that is certified through the State of Washington as an EMT and currently possesses a license to practice medicine.</p> <p>Emergency Medical Services (EMS) Coordinator – An EMT Police Officer appointed by, and who reports to, the commander of the Training Section. The Assistant Chief of the Professional Standards Bureau shall have final authority over the appointment, and duties assigned to, the EMS Training Coordinator.</p> <p>16.130-POL-2 Sworn Employees Providing Medical Aid</p> <p>1. Recognizing the Urgency of Providing Medical Aid and the Importance of Preserving Human Life, Sworn Employees Will Request Medical Aid, if Needed, and Render Appropriate Medical Aid Within Their Training as Soon as Reasonably Possible</p> <p>Sworn employees assisting a sick and/or injured person will attempt to determine the nature and cause of the person’s injury or illness, provide first aid, and initiate EMS, as needed.</p> <p>After requesting a medical aid response, sworn employees will render aid within the scope of their training unless aid is declined.</p> <p>Sworn employees will provide medical aid within their training until an EMT officer or qualified medical personnel takes over patient care. Certified EMT officers should be given priority to render care, when feasible. Consent should be assumed for unconscious subjects or subjects incapable of providing consent.</p> <p>Exception: A call for medical aid is not required for apparent injuries that can be treated by basic first aid (e.g., minor cuts and abrasions).</p> <p>Sworn employees will follow their training and this manual section, and standing orders provided by the SPD/SFD Medical Director when applying CPR, the AED, and/or Naloxone.</p> <p>SPD’s medical standing orders are provided by the SPD/SFD Medical Director, who is a licensed medical practitioner in</p>

	<p>the State of Washington.</p> <p>3. Sworn Employees Cooperate with Medical Personnel</p> <p>Sworn employees provide care to sick or injured people until transferring care to EMS.</p> <p>Sworn employees will remain on the scene to assist medical personnel, as necessary.</p> <p>4. Officers May Transport Sick or Injured Persons in a Department Vehicle</p> <p>Officers may use a department vehicle to transport a sick or injured person if, in the officer's opinion, the transport will save the person's life, and SFD or other medical transport is unavailable.</p> <p>5. Officers Report Their Use of First-Aid, CPR, the AED, and/or Nasal Naloxone</p> <p>Officers will obtain the names and addresses of witnesses to the medical emergency when available, practical, and safe to do so.</p> <p>If known, officers will update the call on the MDC with the victim's name, witness names and the names of responding SFD personnel when:</p> <ul style="list-style-type: none"> • - Responding to a dispatched call to assist a sick or injured person • - When first aid is provided • - When responding to a report of sudden cardiac arrest • - When transporting a sick or injured person in a department vehicle <p>Officers will complete a report when:</p> <ul style="list-style-type: none"> - The injury or illness is caused by a criminal act - - The injury or illness involves city property <p>- CPR, the AED, and/or nasal naloxone is used (see 16.130-TSK-1 Employees Reporting the Use of an AED and 16.130-TSK-2 Using Nasal Naloxone)</p> <p>Officers will document the use of tourniquets, nasal naloxone, pressure bandages, CPR, AEDs, and other trained medical techniques to the EMS Coordinator via online RedCAP reporting. If documenting the incident in Mark43, officers will also select the corresponding check boxes, as</p>
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	<p>appropriate.</p> <p>RedCAP reporting can be found on the SharePoint home page, VMDT links and on the Policy Unit SharePoint webpage here.</p> <ul style="list-style-type: none">- Select the link SPD - First Aid Reporting- EMT officers will also complete the SOAP (Subjective, Objective, Assessment, and Plan) section within the RedCAP report, as instructed by the EMS Coordinator. <p>3. Officers Provide Information to Medical Personnel</p> <p>Officers will provide SFD personnel, hospital staff or other medical transport personnel the names of all sworn employees that assisted with the person's care.</p> <p>Note: This information is used to notify involved Sworn employees of possible exposure to pathogens discovered on further medical examination of the treated person.</p> <p>Medical facilities will notify the Employment Services Lieutenant of any possible infectious exposures to officers (see 3.040 – Airborne Pathogens Control and 3.045 – Bloodborne Pathogens Exposure Control).</p> <p>Upon encountering the patient:</p> <ol style="list-style-type: none">1. Establish patient unresponsiveness.2. Discover signs of opioid overdose (behavior, paraphernalia, witness statements).3. Activate the EMS (Emergency Medical Services) System (CALL FOR MEDICS).4. Administer nasal naloxone to the patient in accordance with training.5. Notify SPD Communications that naloxone has been administered.6. Provide basic life support care, per training. Upon arrival of EMS: <p>Patient care is the responsibility of EMS. - Officers may assist as needed.</p> <ol style="list-style-type: none">7. Provide a verbal report of findings and actions to EMS
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	<p>member in charge.</p> <p>16.130-POL-4 EMT Unit</p> <p>Many emergency situations occur in which sworn employees are first on the scene, or where the sworn employees are the only personnel on scene because the scene is deemed unsafe for EMS to enter. In many of these cases, medical treatment is necessary, but EMS has not arrived or is unable to do so. The SPD EMT Unit serves to bridge this gap in patient care and provide life-saving medical aid until EMS arrives on scene.</p> <p>The SPD EMT Unit does not replace the care rendered by the Seattle Fire Department. The goal of the SPD EMT Unit is to render care in places that traditional EMS organizations cannot go due to the scene safety or time proximity.</p> <p>All sworn employees are required to provide medical aid within their level of training. The SPD EMT Unit does not replace immediate life- saving medical interventions of patrol officers.</p> <p>1. EMS Coordinator’s Roles and Responsibilities</p> <p>The role of the EMS Coordinator is to manage the training, logistics and deployment of the SPD EMTs.</p> <p>The EMS Coordinator reviews and approves all medical devices used by the Seattle Police Department via the SPD/SFD Medical Director, serves as a subject matter expert as it pertains to medical interventions, and acts as a liaison between the SPD/SFD Medical Director, Seattle Fire Department, Medic One, and various other EMS entities as it pertains to care rendered by the Seattle Police Department.</p> <p>The EMS Coordinator creates, approves, and maintains all SPD medical training to include but not limited to Automated External Defibrillation, Infectious Disease Prevention, Cardiopulmonary Resuscitation, Law Enforcement Casualty Care, and naloxone.</p> <p>The EMS Coordinator manages the certification, training, and deployment of the EMT unit sworn employees and the use /deployment of SPD EMT Unit equipment.</p> <p>2. EMT Officers Will Complete Required Training</p> <p>EMTs within the State of Washington are required to attend mandatory training to maintain their state certification. EMT mandatory training is governed by the Washington State Department of Health.</p>
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	<p>EMT officers must meet the mandatory training requirement, or the State of Washington will revoke their EMT License.</p> <p>Upon completion of mandatory training, the EMS Coordinator will submit EMT training records to the Washington State Department of Health.</p> <p>3. EMT Officers Will Document Patient Care at the Direction of the SPD/SFD Medical Director and the EMS Coordinator</p> <p>EMT officers will document their patient care via RedCAP reporting. RedCAP reporting can be found on the VMDT links and on the Policy Unit SharePoint webpage here, titled SPD - First Aid Reporting.</p> <p>EMT officers will also complete the SOAP (Subjective, Objective, Assessment, and Plan) section within the RedCAP report.</p> <p>4. Supervisors Will Grant EMT Officers Priority to Render Life- Saving Medical Aid, When Feasible</p> <p>5. The EMS Coordinator Manages the Use and Deployment of Designated EMT Unit Equipment</p> <p>16.130-TSK-1 Using Nasal Naloxone Before or immediately after using nasal naloxone, the officer:</p> <ol style="list-style-type: none">1. Verifies with Communications that SFD is enroute. After using nasal naloxone, the officer:2. Advises Communications that they used nasal naloxone and asks for SFD.3. Monitors the subject until SFD arrives.4. Provides basic life support care, per training.5. Informs SFD personnel of the use of nasal naloxone.6. Disposes of the used kit in a sharps container.7. Completes a report in Mark43 and checks the box indicating that nasal naloxone was administered by SPD.8. Completes an online SPD - First Aid Reporting form via RedCAP which can be found on the Policy Unit webpage here.
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There is no doubt that Seattle Police Department mishandled this very serious, execution style murder. You can see in many videos which have circulated in the Internet that after the murder took place there was crime scene cover up such as picking up bullet casings and getting rid of them etc.

The crime scene was not secured by the Seattle Police as required and ultimately affected this murder investigation which does not appear to have even occurred. It is important to mention that the CHOP cops who were trained and informed of procedure by the Seattle Police Department were involved in the execution and cover up in conjunction and under the directive of the Seattle Police.

There are many witnesses to the shooting yet no one has been accountable or brought to justice. This is extremely disturbing to the family as well as our office and for public safety at large.

We would like information in regards to any administrative or criminal misconduct, mishandlings of any material or evidence, any neglect of investigative duties, any failure to perform follow up investigations, and any other conduct that would impair, impede or interfere with a thorough investigation into the killing of Antonio Mays, Jr.

Respectfully,

OSHAN AND ASSOCIATES, P.C.



Evan M. Oshan, Esq.

Enc.

EXHIBIT 1

From: Legal Assistant2 legalassistant2@oshanandassociates.com
Subject: Concerns regarding Antonio Mays, Jr.,
Date: November 21, 2022 at 1:37 PM
To: civilrights@seattle.gov, patrick.michaud@seattle.gov, jamie.housen@seattle.gov
Cc: Evan Oshan evan@oshanandassociates.com, Paralegal Oshan & Associates paralegal@oshanandassociates.com

Good morning,

I am with the law firm, Oshan, and Associates, P.C., and we represent Antonio Mays, Sr., as well as the estate of Antonio Mays, Jr.

We are reaching out in a trusted good faith effort that the city of Seattle will assist us in this matter in a nonobstructive manner, but as it stands, we have not been provided with the information requested in our request for public information. We have also not been contacted in reference to our service request, and phone calls have been made to the non-emergency line of the Seattle Police Department only to be left in the queue with no answer after an extended wait.

It has been over two years since the murder of Antonio Mays, Jr., at the Capitol Hill Organized Protest (CHOP) Zone and justice for Antonio Mays, Jr., has not been achieved. We are still waiting on the requested information from the city of Seattle, and it is imperative in the best interest of justice for Antonio Mays, Jr., that our requested information be surrendered by the city of Seattle without any further delay or obstructions.

Please have the proper personnel contact us so we can facilitate the gathering of the information.

We will continue to pursue this matter until justice for Antonio Mays, Jr., has been achieved.

Respectfully, and thank you,

--

Jeffery A. Martinez, M.C.J.
Paralegal

Oshan & Associates, P.C.
Trial Attorneys Achieving Justice

West Coast
P.O. Box 9091
Seattle, WA. 98109
P (206) 335-3880
F (206) 905-0918

East Coast
43 West 43rd Street, Suite 233
New York, N.Y. 10036
P (212) 859-3475
evan@oshanandassociates.com
www.oshanandassociates.com



EXHIBIT 2

From: OCR_customerServiceform OCR_customerServiceform@seattle.gov
Subject: RE: Concerns regarding Antonio Mays, Jr.,
Date: November 22, 2022 at 10:40 AM
To: Legal Assistant2 legalassistant2@oshanandassociates.com

Hello Jeffery,
Thank you for contacting the Seattle Office for Civil Rights.
The Seattle Office for Civil Rights enforces Seattle's civil rights laws which include protections against discrimination in employment, public places, housing, and contracting based on a protected class within the Seattle City Limits.
Our office wouldn't have any information on the case regarding Antonio Mays, Jr.

However, after review of your email, I would recommend possibly contacting 3 sources: The Attorney General's office at (360) 753-6200
Police Public Records Request Center at (206) 625-5011 or
City Public Disclosure Request at: [https://city-seattle.mycusthelp.com/webapp/_rs/\(S\(hgcbgtz0l0agljmxe2xniqkg\)\)/supporthome.aspx?sSessionID=1567425012PROEKSOIMWEHLOMKJXAHPCNUVMLCNI](https://city-seattle.mycusthelp.com/webapp/_rs/(S(hgcbgtz0l0agljmxe2xniqkg))/supporthome.aspx?sSessionID=1567425012PROEKSOIMWEHLOMKJXAHPCNUVMLCNI)

These sources should be able to better assist you in finding the information you are looking for.
If you ever need more information on other sources, you can also contact the Seattle Customer service Bureau at 206-684-CITY (2489).

Thank you.
Warm regards,



Ana Gonzalez
Administrative Specialist II
Office for Civil Rights
Pronouns: She/Her/Hers

City of Seattle | [Office for Civil Rights](#)
810 Third Avenue, Suite 750
Seattle, WA 98104-1627
Direct: 206-684-4500 Fax: 206-684-0332

From: Legal Assistant2 <legalassistant2@oshanandassociates.com>
Sent: Monday, November 21, 2022 11:37 AM
To: OCR_customerServiceform <OCR_customerServiceform@seattle.gov>; Michaud, Patrick <Patrick.Michaud@seattle.gov>; Housen, Jamie <Jamie.Housen@seattle.gov>
Cc: Evan Oshan <evan@oshanandassociates.com>; Paralegal Oshan & Associates <paralegal@oshanandassociates.com>
Subject: Concerns regarding Antonio Mays, Jr.,

CAUTION: External Email

Good morning,

EXHIBIT 3

From: Legal Assistant2 legalassistant2@oshanandassociates.com
Subject: Case Status - Antonio Mays Jr.
Date: December 2, 2022 at 3:20 PM
To: patrick.michaud@seattle.gov
Cc: Evan Oshan evan@oshanandassociates.com, Paralegal Oshan & Associates paralegal@oshanandassociates.com

Good afternoon, Detective Michaud,

As mentioned in a previous email to you about our interest in this information, we have submitted numerous public records requests and are not due to receive our information until well into the beginning of next year. This equates to over two years of suffering and unanswered questions that the family of Antonio Mays, Jr., is having to endure.

Our firm and the family of Antonio Mays, Jr., have been waiting but have not heard or been provided with useful information related to the investigation of the murder of Antonio Mays, Jr.

What is the status of the case, as well as the status of the investigation of the case into any suspects of the murder?

Please reach out to us as soon as possible.

Thank you,

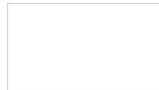
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PLEASE READ: Service of all legal documents, including briefing, motions, pleadings, notices (including notices of arbitration) will not be accepted via electronic mail absent a stipulation or agreement. If you send legal documents in an electronic format, please provide an original copy to counsel of record in a manner required by stipulation or local court rule.

This email is intended solely for the person or entity to which it is addressed and may contain confidential and/or privileged information protected by the attorney-client privilege or work product doctrine. Copying, forwarding or distributing this message by persons or entities other than the addressee is expressly prohibited and may lead to legal consequences. If you have received this email in error, please contact the sender immediately and delete the material from any computer.

EXHIBIT 4

From: Legal Assistant2 legalassistant2@oshanandassociates.com
Subject: Fwd: Case Status - Antonio Mays Jr.
Date: December 9, 2022 at 4:26 PM
To: civilrights@atg.wa.gov
Cc: Evan Oshan evan@oshanandassociates.com, Paralegal Oshan & Associates paralegal@oshanandassociates.com, civilrights@seattle.gov, patrick.michaud@seattle.gov

Good afternoon,

We have made numerous contact attempts in reference to the investigation into the murder of Antonio Mays, Jr., and despite our attempts, we have only been contacted by the City of Seattle Civil Rights Division, who suggested we contact the attorney general's office.

As indicated in the attached email chain below, we are continuing to grow increasingly concerned that our communication with the city of Seattle is not being addressed seriously, and is being disregarded. The family is also frustrated with the lack of transparency in the investigation.

We have been patiently awaiting any responses; however, since we have only received a response from the City of Seattle Civil Rights Division, we want to ensure we are not being disregarded and request to have this issue addressed immediately.

In addition to this email, a contact form was electronically completed on the website of the Washing State Office of the Attorney General which references this email in the message portion of the form.

Please contact us at the law firm, Oshan and Associates, 206-335-3880, as soon as possible.

Thank you,

Jeffery Martinez

----- Forwarded message -----

From: Legal Assistant2 <legalassistant2@oshanandassociates.com>
Date: Tue, Dec 6, 2022 at 2:49 PM
Subject: Fwd: Case Status - Antonio Mays Jr.
To: adrian.diaz@seattle.gov <adrian.diaz@seattle.gov>, Evan Oshan <evan@oshanandassociates.com>, Paralegal Oshan & Associates <paralegal@oshanandassociates.com>

Good afternoon, Chief of Police Diaz,

My name is Jeffery Martinez, and I am one of the paralegals with Oshan and Associates, P.C.

We are growing increasingly concerned with the lack of communication and information provided to the family of Antonio Mays, Jr., as well as to our firm in reference to the investigation into the murder of Antonio Mays, Jr., back in June 2020. Antonio Mays, Jr., deserves prompt justice.

In addition to this email, we have requested contact from the Seattle Police Department through the city of Seattle website and reached out to the Mayor's office, all resulting in no communication from these entities. It is especially disappointing and concerning that Detective Michaud has failed to provide any type of response to our email, included in this email for your convenience.

Clearly, we are being disregarded and we do not want to be disregarded, or continue to be treated unprofessionally by being ignored by the city of Seattle's finest.

Please reach out to us for any questions, concerns, or clarifications.

Respectfully,

Jeffery Martinez

----- Forwarded message -----

From: Legal Assistant2 <legalassistant2@oshanandassociates.com>
Date: Fri, Dec 2, 2022 at 3:20 PM
Subject: Case Status - Antonio Mays Jr.
To: <patrick.michaud@seattle.gov>
Cc: Evan Oshan <evan@oshanandassociates.com>, Paralegal Oshan & Associates <paralegal@oshanandassociates.com>

Good afternoon, Detective Michaud

EXHIBIT 5

From: Michaud, Patrick Patrick.Michaud@seattle.gov
Subject: Automatic reply: Case Status - Antonio Mays Jr.
Date: December 16, 2022 at 11:54 AM
To: Legal Assistant2 legalassistant2@oshanandassociates.com

I am no longer a part of the Public Affairs Office. Please reach out to them directly for any questions you may have. Sorry for any inconvenience.
206-684-5520

Det Michaud

EXHIBIT 6

From: Legal Assistant2 legalassistant2@oshanandassociates.com
Subject: Fwd: Case Status - Antonio Mays Jr.
Date: December 6, 2022 at 2:49 PM
To: adrian.diaz@seattle.gov, Evan Oshan evan@oshanandassociates.com, Paralegal Oshan & Associates paralegal@oshanandassociates.com



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Jeffery Martinez

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To: <patrick.michaud@seattle.gov>
Cc: Evan Oshan <evan@oshanandassociates.com>, Paralegal Oshan & Associates <paralegal@oshanandassociates.com>

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Our firm and the family of Antonio Mays, Jr., have been waiting but have not heard or been provided with useful information related to the investigation of the murder of Antonio Mays, Jr.

What is the status of the case, as well as the status of the investigation of the case into any suspects of the murder?

Please reach out to us as soon as possible.

Thank you,

--
Jeffery A. Martinez, M.C.J.
Paralegal

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P (206) 335-3880
F (206) 905-0918

East Coast
43 West 43rd Street, Suite 233
New York, N.Y. 10036
P (212) 859-3475

EXHIBIT 7

From: Legal Assistant2 legalassistant2@oshanandassociates.com
Subject: Re: Case Status - Antonio Mays Jr.
Date: December 16, 2022 at 11:53 AM
To: adrian.diaz@seattle.gov
Cc: Evan Oshan evan@oshanandassociates.com, Paralegal Oshan & Associates paralegal@oshanandassociates.com, civilrights@seattle.gov, patrick.michaud@seattle.gov, civilrights@atg.wa.gov



Chief of Police Diaz,

It has been 10 days since you received our email and even longer without a response from Detective Michaud, in regard to information related to the investigation into the murder of Antonio Mays, Jr., and without a response from you or Detective Michaud, it can only lead us to wonder what are you and your department attempting to conceal, and or duties and or due diligence that were failed to be performed. As you can see in the email chain, more individuals are beginning to see you are refusing to respond to, acknowledge, or even delegate a response to us or the family of Antonio Mays, Jr.

We will continue our communication attempts and will bring on board any and all personnel needed to gain the answers that we and the family of Antonio Mays, Jr., seek.

Please contact us at the law firm, Oshan and Associates, 206-335-3880, as soon as possible.

Thank you,

On Fri, Dec 9, 2022 at 4:26 PM Legal Assistant2 <legalassistant2@oshanandassociates.com> wrote:

Good afternoon,

We have made numerous contact attempts in reference to the investigation into the murder of Antonio Mays, Jr., and despite our attempts, we have only been contacted by the City of Seattle Civil Rights Division, who suggested we contact the attorney general's office.

As indicated in the attached email chain below, we are continuing to grow increasingly concerned that our communication with the city of Seattle is not being addressed seriously, and is being disregarded. The family is also frustrated with the lack of transparency in the investigation.

We have been patiently awaiting any responses; however, since we have only received a response from the City of Seattle Civil Rights Division, we want to ensure we are not being disregarded and request to have this issue addressed immediately.

In addition to this email, a contact form was electronically completed on the website of the Washing State Office of the Attorney General which references this email in the message portion of the form.

Please contact us at the law firm, Oshan and Associates, 206-335-3880, as soon as possible.

Thank you,

Jeffery Martinez

----- Forwarded message -----

From: Legal Assistant2 <legalassistant2@oshanandassociates.com>
Date: Tue, Dec 6, 2022 at 2:49 PM
Subject: Fwd: Case Status - Antonio Mays Jr.
To: adrian.diaz@seattle.gov <adrian.diaz@seattle.gov>, Evan Oshan <evan@oshanandassociates.com>, Paralegal Oshan & Associates <paralegal@oshanandassociates.com>

Good afternoon, Chief of Police Diaz,

My name is Jeffery Martinez, and I am one of the paralegals with Oshan and Associates, P.C.

We are growing increasingly concerned with the lack of communication and information provided to the family of Antonio Mays, Jr., as well as to our firm in reference to the investigation into the murder of Antonio Mays, Jr., back in June 2020. Antonio Mays, Jr., deserves prompt justice.

In addition to this email, we have requested contact from the Seattle Police Department through the city of Seattle website and reached out to the Mayor's office, all resulting in no communication from these entities. It is especially disappointing and concerning that Detective Michaud has failed to provide any type of response to our email, included in this email for your convenience.

Clearly, we are being disregarded and we do not want to be disregarded, or continue to be treated unprofessionally by being ignored by the city of Seattle's finest.

Please reach out to us for any questions, concerns, or clarifications.

EXHIBIT 8

From: Legal Assistant2 legalassistant2@oshanandassociates.com
Subject: Concerns Regarding the Case of Antonio Mays, Jr.
Date: February 8, 2023 at 3:09 PM
To: anne.maher@seattle.gov
Cc: Evan Oshan evan@oshanandassociates.com, Paralegal Oshan & Associates paralegal@oshanandassociates.com



Good afternoon, Anne Maher,

I am with the law firm, Oshan and Associates, P.C., and we represent Antonio Mays, Sr., as well as the estate of Antonio Mays, Jr.

It has been over two years since the murder of Antonio Mays, Jr., at the Capitol Hill Organized Protest (CHOP) Zone. The family of Antonio Mays, Jr., as well as our office, has made numerous contact attempts with various members of the City of Seattle, and the City of Seattle Police Department for updates on the investigation. City officials have not provided the family or our office with updates on the investigation, and choose to not respond to our requests.

Please be advised that one of the city officials that has chosen to not respond to us is, Chief of Police Adrian Diaz. Another city official that has chosen to not responded to us is, Jaime Housen, within the Mayor's Office.

As your position of the Internal Affairs Manager, we are reaching out to you for any and all assistance you can provide to us in this matter.

We thank you in advance for your assistance.

Respectfully,

--

Jeffery A. Martinez, M.C.J.
Paralegal

Oshan & Associates, P.C.
Trial Attorneys Achieving Justice

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EXHIBIT 9

From: Legal Assistant2 legalassistant2@oshanandassociates.com
Subject: Concerns Regarding the Case of Antonio Mays, Jr.
Date: February 15, 2023 at 8:34 PM
To: opa@seattle.gov
Cc: Evan Oshan evan@oshanandassociates.com, Paralegal Oshan & Associates paralegal@oshanandassociates.com



Good evening, Gino Betts, Director of Police Accountability,

I am with the law firm, Oshan and Associates, P.C., and we represent Antonio Mays, Sr., as well as the estate of Antonio Mays, Jr.

It has been over two years since the murder of Antonio Mays, Jr., at the Capitol Hill Organized Protest (CHOP) Zone. The family of Antonio Mays, Jr., as well as our office, has made numerous contact attempts with various members of the City of Seattle, and the City of Seattle Police Department for updates on the investigation. City officials have not provided the family or our office with updates on the investigation, and have chosen to not respond to our requests or the family's requests for updates related to the investigation.

Please be advised that one of the city officials that has chosen to not respond to us is, Chief of Police Adrian Diaz.

As your position of the director of the office of police accountability, and with respect to your track record, we are reaching out to you for any and all assistance you can provide to us in this matter.

We thank you in advance for your assistance

Please reach out to us, or have the proper personnel reach out to us as soon as possible.

Respectfully,

--

Jeffery A. Martinez, M.C.J.
Paralegal

Oshan & Associates, P.C.
Trial Attorneys Achieving Justice

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EXHIBIT 10

W 11/26/2022 10:27:36 AM, City of Seattle, Public Records Request Center writes:

At this time, the Seattle Police Department's Legal Unit is operating under a backlog of over 2,000 open requests. We deeply appreciate your understanding and patience as we work diligently to respond to all pending requests.

Dear Evan DeHem:

Thank you for using the Seattle [Police Public Records Request Center](#).

Your request was received on **November 18, 2022** and the reference number is **P151101-11602**.

EXHIBIT 11

11/15/2022 11:14:01 AM, City of Seattle Public Records Request (Direct reply)

Subject: Public Records-Comms - Police - P111115-111622

Body:

This acknowledges receipt of your public disclosure request P111115-111622, first received November 15, 2022.

We have requested:

"Any and all information relevant to investigation of the March 14, 2019, shooting"

When a request uses an indirect phrase such as "all records" relating to an incident, an agency may interpret the request to be for records which directly and fairly address the topic and should seek clarification of the request or explain how the agency is interpreting the requester's request. [WAC 43.14.040\(2\)\(2\)](#)

This is to inform you that SPD interprets your request to be for records which directly and fairly address an incident, which would reasonably be found in the following locations:

- Computer Aided Dispatch (CAD System)
- Records Management System (RMS)
- Legacy RMS files for incidents prior to 2008
- In-car video system (incidents since 2008)
- Bodyworn video system (incidents since 2017)
- Digital evidence management systems for audio recordings and photos
- Mission 360 System (BAC, Room video (DUI areas - if taken to SPD facility), Rolling Call and Safety Port video if subject was taken to SPD facility)
- Major Case File or Vault (paper-only records)
- Detective's files if incident was followed up by a detective

SPD will search the locations listed above in responding to your request. Please let us know if there are specific records other than those listed above that you are seeking. If we do not hear from you within 7 business days, we will assume that our interpretation is correct. At this time, the City will provide **a first look-ahead of records on 11/27/2022**. However, please note that this time estimate may change based on any clarification you provide and as we continue to process your request.

EXHIBIT 12

✓ On 2/10/2023 9:58:14 AM, City of Seattle Public Records Request Center wrote:

Subject: Public Records Center - Police :: P111111-111022

Body:

The Seattle Police Department is not able to release information to you at this time. The records requested are associated with a case that is under active investigation and non-disclosure is essential to effective law enforcement. (RCW 42.56.240(1))

Explanation: The contents of an active investigation are categorically exempt in their entirety. See *Newman v. King County*, 133 Wn.2d 565, 94 P.2d 712 (1997) and *Cowles Publishing Co. v. Spokane Police Department*, 139 Wn.2d 472 987 P.2d 620 (1999).

The Seattle Police Department invites you to submit a new request in 6-8 weeks for these records.

Exhibit 13

Seattle Police Department Manual

15.055 – Death Investigation

Effective Date: 05/07/2019

This policy applies to all employees who investigate the death of a person.

15.055-POL

1. Patrol Officers Conduct the Primary Investigation of a Reported Dead Human Body

(See 15.055-TSK-1 Primary Patrol Officer at Death Investigations)

2. Patrol Sergeants Respond to Dead Human Body Incidents

(See 15.055-TSK-2 Primary Patrol Sergeants Responsibilities at a Death Investigation)

3. The Patrol Sergeant Responding to a Death Investigation Notifies the Appropriate Investigating Unit

The responding sergeant will notify the Homicide and Assault Unit, TCI, ABS, or FIT through Communications as directed below.

Homicide Unit is contacted for:

- Homicide
- Assaults with injuries likely to result in death
- Death investigations involving suspicious circumstances or possible abuse or neglect (including natural, accidental, and adult suicide)
- Non-traffic related deaths involving a person under the age of 18

Note: The Homicide Unit will screen all suicides of persons under the age of 18 and will assume investigative responsibilities if they respond.

- Death of any on-duty police personnel
- Missing person or kidnapping that becomes a homicide

Seattle Police Manual

- Found bones that are likely human, such as a skull or a partial skeleton
- Industrial accidents resulting in death, either of a paid employee or a volunteer

Traffic Collision Investigation (TCI) Unit is contacted for:

- Traffic collisions resulting in the death of a person.

Arson Bomb Squad (ABS) is contacted for:

- Fire deaths or fire injuries likely to result in death.

Note: The ABS sergeant may request the Homicide Unit respond

Force Investigation Team (FIT) is contacted for:

- Any in-custody death involving SPD or any death occurring at the King County Jail and King County Youth Service Center

The patrol sergeant responding to the scene may contact the Homicide/Assault Unit through Communications with questions involving a death investigation that does not fit into the above categories. The responding sergeant will leave a call back number with Communications.

4. A Watch Commander May Order Follow-up Units to Respond to the Scene of a Death

5. The Seattle Police Department is Responsible for On-Scene Command of Drowning, Dive Rescue and Near-Drowning Incidents

The Duty Captain will respond to all incidents involving a dive rescue, drowning and near drowning.

6. The Homicide Scene Sergeant Screens and Approves Reports for Homicides and Possible Homicides

Patrol Officers will inform the Homicide Scene Sergeant that the Report is in the Approval Queue.

15.055-TSK-1 Primary Patrol Officer Responsibilities at Death Investigations

Seattle Police Manual

Patrol Officer

1. **Secures** the scene, protects the evidence, isolates witnesses, and identifies suspects.
 - **Restricts** access to other than essential personnel. Essential personnel include: Police, Fire, Medical Examiner staff, and Prosecutors.
 - If the body or evidence is in imminent danger of being contaminated or damaged, **moves** the body or evidence only to the extent necessary to preserve its evidentiary value. (If possible, **photographs** the body or evidence prior to being moved.) If the body or evidence was moved, **documents** this in the Report.
 - **Notes** the position and description of the body in relation to the surroundings, and the presence or absence of any weapons.
 - **Does not remove** evidence or property from the scene unless directed to do so by the proper follow-up unit or the Medical Examiner's Investigator.
2. **Requests** that a Patrol Sergeant respond to the scene.
3. **Identifies** all persons found at the scene and encourages them to remain until the arrival of a Patrol Sergeant.
- 4a. If the death appears to be of natural causes **attempts** to locate the deceased's identification.
 - This search may include the deceased's clothing while making an effort not to significantly disturb the position of the body. **Photograph** the body prior to conducting the search (*Also see 6a*).
- 4b. If a follow-up unit is responding to the scene, **does not move or search the body or room** for the person's identification or other information unless directed to do so by a detective sergeant or Medical Examiner Investigator.
5. **Photographs** the scene using a Department-issued digital camera.

Note: Officers do not complete scene sketches as part of a death investigation. Instead, officers may take overview photos of the scene, taking care not to contaminate the

Seattle Police Manual

crime scene. The priority is to coordinate the scene, isolate witnesses, and identify suspects.

Note: If a follow-up unit is not responding to a death investigation, the primary officer will thoroughly photograph the scene.

Note: Officers may take photographs of the exterior location and gathered crowds if applicable.

6a. If investigating a **natural death**:

(1). **Collects** all necessary information to support a natural death.

- If the death is associated with the Washington Death with Dignity Act ([RCW 70.245](#)), **provides** this information to the Medical Examiner.
- If the death is associated with the hospice program, **follows** the Hospice Deaths Instructions. (See 6b)

(2). **Contacts** the Medical Examiner at 206-731-3232 (*Unless under hospice care, see 6b*).

- If the primary officer and responding sergeant believe that a natural death has occurred, the Medical Examiner's Office may arrange with the family for a funeral home to take custody of the body after the Medical Examiner's Office verifies:
 - The medical history of the deceased.
 - The doctor of the deceased agrees to sign the death certificate.
 - The family members of the deceased are available.

(3a). If the Medical Examiner does not respond, **obtains** the assigned "No-Jurisdiction Assumed" (NJA) number.

OR

(3b). If the Medical Examiner responds to take custody of the body, **obtains** the "King County Medical Examiner's" (KCME) case number.

(4). Stays at the scene until the body is removed or releases the body to a competent adult willing to accept

Seattle Police Manual

the responsibility of staying with the body until the funeral home arrives.

- Important: **Screens** with the Sergeant for approval to leave the scene in another's custody.

(5). **Completes** a Report including:

- Facts that support a natural death
- Medical history/medications
- Recent activities
- Complaints of illness or poor health
- Health care received
- The "NJA" or "KCME" number
- Health care professional(s) contact information
- Timeline leading up to the death
- Identity and contact information for any persons present at the scene or who may assist in providing information relevant to the death
- Description of the condition of the body and the location where it was found
- Description and disposition of valuable items found near the body or items relevant to the death
- Information of the person or agency taking possession of the body

6b. If investigating a death of a person under hospice care:

- (1). **Determines** if the death appears to be natural (No signs of abuse or other suspicious circumstances).
- (2). **Determines** if the deceased was under hospice care (extended medical care evident, witness statements of hospice care, documentation).
- (3). **Contacts** the hospice care provider and request they respond.
- (4). **Screens** the incident with an on-scene patrol sergeant

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Note: The hospice care provider will coordinate with the Medical Examiner's Office upon accepting responsibility to handle the death and is responding.

- (5). **Releases** the scene to a competent adult, or if a competent adult is not available, **remains** at the scene until the hospice care provider responds.
- (6). **Documents** the circumstances on the event log as a hospice death.
- (7). **Clears** the call with the MIR 330-Union.

6c. If investigating a natural death of a person in a hospital (such hospital must have a board-certified doctor who can sign a death certificate):

- (1). **Determines** if the death appears to be natural (no signs of abuse or other suspicious circumstances).
- (2). **Screens** the incident with an on-scene patrol sergeant.

Note: The hospital will coordinate with the Medical Examiner's Office, as appropriate.

- (3). **Releases** the scene to hospital staff.
- (4). **Documents** the circumstances on the event log as a natural death in a hospital.
- (5). **Clears** the call with the MIR 330-Union.

6d. If investigating an accidental death (including an industrial accident) or suicide:

- (1). **Collects** all necessary information to support an accidental death or suicide.
- (2). **Documents** the position, condition, and description of the body.
- (3). **Documents** available historical information of the deceased (Regarding suicides: Include threats of suicide and mental health information).
- (4). **Identifies and interviews** all witnesses.

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- (5). **Contacts** the Medical Examiner (206-731-3232) and requests an ME investigator respond to the scene.
- (6). **Obtains** the KCME case number.
- (7). **Stays** at the scene until the body is removed by the Medical Examiner.
- (8). Completes a Report including:
 - Facts that support an accidental death or suicide
 - The "KCME" number
 - Medical (Mental Health) history/medications
 - Recent activities
 - Complaints of illness or poor health
 - Health care received
 - Health care professional(s) contact information
 - Timeline leading up to the death
 - Identity and contact information for any persons present at the scene or who may assist in providing information relevant to the death
 - Description of the condition of the body and the location where it was found
 - Description and disposition of valuable items found near the body or items relevant to the death
 - Information of who took possession of the body

6e. If investigating a possible homicide or death with suspicious circumstances:

- (1). **Obtains** identification and contact information from all persons at the scene. **Encourages** witnesses to remain at the scene and talk with Homicide detectives.
- (2). **Requests** the responding sergeant contact the Homicide and Assault Unit.
- (3). **Assists** the detectives.

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- (4). **Remains** at the scene until relieved by the follow-up detectives.
- (5). **Completes** a Report and Officer Statement documenting the information obtained at the scene and the release of the scene to the follow-up unit.
- (6). If the officer writes a Report for a possible homicide or death with suspicious circumstances, the officer **informs** the Homicide Scene Sergeant that the Report is in the approval queue.

15.055-TSK-2 Primary Patrol Sergeant's Responsibilities at a Death Investigation

Patrol Sergeant

1. **Responds** in person to a dead human body call.
2. **Assumes** command of all patrol activities at the scene and assists the primary officer with their required tasks.
3. With the primary officer, **determines** the likely manner of death: natural, accidental, suicide, homicide, or possible homicide/undetermined.
4. **Contacts** the proper follow-up unit if required.
5. **Determines** if a Crime Scene Log (form 9.26) is needed.
 - **Assigns** an officer to maintain a crime scene log documenting who enters and exits the crime scene.
6. **Screens** the body from public view if practical.

Note: Supervisors or Officers may drape a Department emergency blanket over a body to keep from public view when necessary. Sealed, uncontaminated Emergency Blankets are available from the Quartermaster or Stationmasters.
7. **Remains** at the scene until released by the proper follow-up unit (if they respond).
8. **Screens** and **approves** all related reports generated by patrol for the incident.

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Exception: All homicide and possible homicide General Offense Reports are screened and approved by a Homicide Sergeant.

Exhibit 14



Seattle Police Department Policy Manual



15.080 – Follow-Up Unit Notification & Follow-Up Investigation

Original Effective Date: 12/15/2020

Revision Date: 10/06/2022

15.080-POL-1 Follow-Up Unit Notification

1. Follow-Up Units are Available to Respond to a Crime Scene on a 24-Hour Basis if the Circumstances Justify an Immediate Response

The primary unit sergeant must consider the facts of the incident considering the guidelines listed, prior to contacting the dispatch supervisor or the follow-up unit sergeant.

If the incident occurs during daytime hours, an attempt will be made to contact the appropriate follow-up unit first, via telephone. Whenever feasible, the primary unit sergeant will provide the dispatch supervisor with a telephone number where the follow-up unit sergeant may contact the primary unit sergeant.

Watch lieutenants have the discretion to order a detective follow-up response if, in their judgment, the situation requires it.

The follow-up unit sergeant and the primary unit sergeant will normally determine whether immediate follow-up response is appropriate.

2. Sergeants of Primary Investigating Units are Required to Notify Appropriate Follow-Up Unit Sergeants of Certain Incident on a 24-Hour Basis

a. SWAT (Contact SWAT by phone through the Communications Section)

Whether for a planned operation or an incident in-progress, factors that may justify calling out the team include, but are not limited to:

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- A suspect who is reported to be armed with a firearm or is reported to have access to automatic weapons or explosives.
- A suspect with a violent criminal history.
- The suspect is in a fortified location / barricaded.
- The crime(s) involved is often associated with weapons.
- A suspect who is affiliated with a violent, anti-social or anti-government group.
- A suspect who made threats of violence towards police.
- Other hazardous conditions.

Planned operations include, but are not limited to:

- Search warrant service
- Arrest warrant service
- Dignitary protection
- Vehicle / foot takedown
- Demonstration management
- Special event security (Seahawks, Parades)

In-progress incidents include, but are not limited to:

- Barricaded subjects
- Hostage situations
- Riots
- Active shooter(s)

Barricaded subjects appropriate for a SWAT response include, but are not limited to, situations where:

- There is probable cause to believe that the person committed or is committing a violent felony crime.
- There is a reasonable possibility that the person is armed with a deadly weapon.

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- The person is located within a structure (residence, building, vehicle, or other protective surrounding) and the person is noncompliant (not complying with the lawful authority of on-scene law enforcement personnel).

A hostage situation includes these elements:

- The suspect has physical or coercive control over another person.
- The suspect threatened to kill or cause serious bodily harm to the victim, and there is a reasonable belief that the suspect has the means to carry out the threat.

Other incidents that are appropriate to request SWAT include, but are not limited to:

- Acts of terrorism or weapons of mass destruction
- Active shooter
- Sniper situations
- Civil disturbance/unrest at the scene of a hostile crowd
- Any situation, by its apparent nature, is life-threatening and beyond the scope of normal police response or capabilities.
- Response requires special equipment, tactics, or training not available to patrol operations.

Unless exigent (active shooter, hostage situation, terrorist event) the on-duty lieutenant should be on scene to make an assessment prior to contacting the SWAT commander. The following considerations should be in place prior to contacting the SWAT commander (if feasible) or prior to SWAT arriving on scene:

- Containment in place
- Arrest team in place
- HNT on scene and attempts at negotiation have occurred
- Command Post established
- A separate tactical frequency that is monitored by Dispatch

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b. The Homicide and Assault Unit ((206) 684-5550) is contacted for a possible response in the following incidents:

- Homicide
- Assault with injuries likely to result in death
- Any death investigations (including natural, accidental, and adult suicide) involving questionable circumstances
- Every death involving a child under the age of 18 (TCIS handles all traffic collisions that result in deaths including a child under the age of 18)
- Any death or life-threatening felony assault resulting from domestic violence
- Kidnapping, other than custodial
- Fire deaths or fire injuries likely to result in death at the request of an Arson/Bomb Unit sergeant
- Death of any police personnel
- Serious assault on an officer in which there was not reportable force used on the suspect
- Serious assault on an officer in which Type III reportable force is used in the incident
- Missing person, where it is apparently a homicide or kidnapping
- Other personal injury incidents that because of their nature (victim status, unique crime) will likely generate media attention
- Any found bones that are likely human, such as a skull or a partial skeleton
- All industrial accidents resulting in death, either of a paid employee or a volunteer

c. The Force Investigations Team (FIT) ((206) 684-9292) is contacted for a possible response in the following incidents:

- Type III use of force, to include officer-involved shooting
- Outside agency officer-involved shooting

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- Unintentional firearm discharge
- Animal shooting
- Any death where that individual is in custody, or had been in custody within the past 72 hours, of the Seattle Police Department, or any law enforcement agency within the city of Seattle including the King County Jail and King County Youth Service Center
- Any seriously injured subject in Seattle Police Department custody
- Serious assault on an officer in which reportable force used in the incident, if any, is less than Type III

d. The Sexual Assault and Child Abuse Unit ((206) 684-5575) is contacted for a possible response in the following incidents:

- Any rape where the suspect is a stranger, and a crime scene exists
- Serious injury to a child (birth to 12 years) involving questionable circumstances, and when the Homicide Unit has declined to respond
- In accordance with the call-out guidelines for the Homicide and Assault Unit, first call-out request shall be made requesting their response
- If Homicide and Assault Unit declines to respond, request through the Communications Section that a second call – out attempt be made to the Sexual Assault and Child Abuse Unit (SAU)
- Any rape where the victim sustains serious physical injuries in addition to suffering a sexual assault
- Sexually based incidents involving custodial or institutional settings (jail, day care, school)
- Sexual assaults incidents likely to generate significant media and/or community interest
- A rape where a suspect is arrested, and it is advantageous that a detective interview the suspect immediately

Seattle Police Department Policy Manual

e. The **Robbery Unit ((206) 684-5535)** is contacted for possible response in the following incidents:

- Bank robbery
- Robbery incidents involving:
 - Shots fired
 - Restraints used on the victim(s)
 - Serious injuries
 - Extensive media interest
- Incidents involving high dollar loss (currency and/or property)
- Home Invasion Incident
- Possible pattern or serial robberies
- Large scale commercial robberies

f. The **Arson/Bomb Squad ((206) 684-8980)** is contacted for a possible response in the following incidents:

- An obvious arson, an arson as determined by Fire Marshal 5, or any fire that causes a life-threatening injury or death of a person
- Whenever an explosion has occurred which resulted in an injury or property damage, however slight. This includes incidents where the explosive used was common "fireworks"
- Suspected or known explosive devices
- Suspected or known WMD agent dissemination devices
- An explosion that involves an improvised explosive device (homemade bomb), regardless of damage, injury, or intent
- An abandoned or suspicious item/package suspected to contain an explosive or WMD agent dissemination device
- An incendiary device
- A site used to illegally manufacture explosives, including flash powder and fireworks, or to fill containers with an explosive agent

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- Found military ordnance, commercial explosives, or any type of improvised/homemade explosive
- A large quantity of small arms ammunition, or any quantity of ammunition 50 caliber or larger or any ammunition that is in a deteriorated state
- Common fireworks in quantities of more than a few pounds, and any quantity of M-80s or larger
- Any incident involving any chemical, biological, or radiological agents, or nuclear agents, where there has been a release or threat of a release, or any suspicious circumstances involving such agents
- Any arson or suspicious fire
- The Seattle Fire Department

Fire Investigation Unit (Fire Marshall 5) is tasked with determining origin and cause. They will normally be requested to respond by first responder fire fighters. In the event SFD – FIU does not respond, the patrol sergeant should screen the incident with ABS personnel.

g. The Bias Crimes Unit ((206) 233-3898) is contacted for a possible response in the following incidents:

- Incidents likely to generate significant media and/or community interest
- When there is a question as to whether or not an incident meets the definition of a criminal act under either the malicious harassment ordinance, [SMC 12A.06.115](#) or the state statute, [RCW 9A.36.080](#), contact the Bias Crime coordinator during regular business hours for screening. Outside of regular business hours contact the on-duty or on call Homicide Unit sergeant
- The incident will be thoroughly investigated. When circumstances are questionable, the incident shall be treated as a bias crime initially, all appropriate procedures will be followed, and all the appropriate boxes on the Incident Report will be checked, including the "Bias Crime" box

h. The Domestic Violence Unit ((206) 684-0330) is contacted for a possible response in the following incidents:

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- A serious domestic violence assault in which the suspect has been arrested and is available for interviewing prior to booking
- A serious domestic violence assault incident which includes a crime scene containing substantial physical evidence (bloodstain patterns, gunshot residue, broken furniture, scarred walls), regardless of whether the suspect has been arrested
- In cases where the victim has suffered injuries likely to result in death, the Homicide and Assault Unit should be notified and given the opportunity to respond prior to the DV Unit. If the screening Homicide sergeant declines to respond, the DV Unit should then be contacted
- Domestic violence allegations involving Seattle Police Department employees – whether as a suspect or victim. An on-duty lieutenant is required to respond to the scene
- Domestic violence allegations involving employees of another law enforcement agency – agency whether as a suspect or victim. An on-duty lieutenant is required to respond to the scene

i. The Gun Violence Reduction Team ((206) 615-1048) is contacted for a possible response in the following incidents:

- Drive-by shootings with injury or serious risk of injury, regardless of whether a suspect has been located
- Any violent crime related to gang activity or involving gang members and or associates
- Assaults upon officers by suspected gang members
- Riot/disturbance situations with gang involvement
- Serious assaults involving juveniles
- Serious assaults with a crime scene where Homicide and Assault Unit detectives would not be required
- In accordance with the call-out guidelines for the Homicide and Assault, first call-out request shall be made requesting their response
- If Homicide and Assault Unit declines to respond, request through the Communications Section that a second call-out attempt be made to the Gun Violence Reduction Team.

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j. The **Narcotics Unit ((206) 684-5797)** must be notified for possible response to all incidents involving:

- The seizure of currency in the amount of \$10,000 or more related to a narcotics transaction. Refer to manual section [7.080 - Money Evidence](#)
- A clandestine drug lab or suspected lab
- A significant marijuana grow operation
- Presence of financial documents indicating assets of \$10,000 or more related to a narcotics transaction
- Found safe deposit keys or documentation, such as a bank statement, that may indicate a safe deposit box related to narcotics
- Any unusual circumstances that an on-scene sergeant believes should be reviewed immediately by a Narcotics sergeant, such as credible information of a large quantity of narcotics or a major dealer

k. The **Human Trafficking Unit ((206) 684-8660)** or **ICAC ((206) 684-8657)** is contacted for a possible response in the following incidents:

- Production/Distribution/Possession of child pornography with a suspect in custody
- Luring of a child via the Internet, involving the attempt or actual meeting of the suspect and child
- When investigating a missing child deemed to be endangered and it is believed that a computer contains evidence as to the whereabouts of the child
- Escort service investigations involving minors
- Whenever a child is arrested for prostitution, and she/he is willing to cooperate in the investigation
- Incidents involving a large gambling operation where expertise from detectives is deemed important
- Crimes that have been committed with the use of a computer and assistance is needed for the proper take down of the system, due to extenuating circumstances such as networked systems

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I. The **General Investigations Unit (GIU)** is contacted for a possible response in the following incidents:

Burglary Crimes

- First degree burglary or an extensive loss
- Large-scale commercial burglary
- Specialized/high value burglary (art, antiques)
- The scene cannot be protected until 0800 hours and/or an evidence technician is not available
- Any sensitive incident that may draw significant community or media attention

Fraud/Forgery Crimes ((206) 684-8981)

- Where there is production of financial instruments (currency, credit cards, debit cards, ATM cards, checks)
- Whenever a large number of identity instruments and/or credit cards are co-located with equipment (computers printers, engravers,) capable of producing them
- Whenever large, commercial type operations for producing counterfeit software or compact disks, especially those creating "CD platters" are discovered
- Whenever locations are discovered where a computer lab has been established for the purpose of pirating or extracting (collecting) data from numerous other computer hard drives
- When officers serve a warrant or enter a premise where false identification are being produced and computers are being used
- When large quantities of identification instruments, identify information, or obvious fraud/forgery instruments are located
- Complaints of money laundering and/or illegal overseas transactions. Complaints of complex, large scale, or commercial fraud, forgery, or illegal bank transactions

Auto Theft Crimes ((206) 684-8940)

- Whenever a location is discovered where several stolen vehicles are being stripped

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- Whenever a suspect (18 years or older) has been arrested and is willing to provide information on other auto thieves and the suspect has a prior auto theft booking into the King County Jail
- Whenever there are multiple suspects (18 years of age and older) with three or more stolen vehicles involved in the same incident
- Whenever a suspect is attempting to sell a stolen vehicle

m. The **Missing Person Unit ((206) 684-5582)** is contacted for a possible response in the following incidents:

- When there are questions regarding missing persons incidents, contact the Missing Person Unit detectives during regular business hours for screening
- Outside of regular business hours contact the on-duty or standby Homicide and Assault Unit sergeant
- Consult manual section [15.130 - Missing Persons](#)

n. The **Traffic Collision Investigation Section (TCIS) ((206) 684-8923)** is contacted for a possible response for certain collisions. See manual section [15.260 - Collision Investigations](#) for information concerning TCIS call out procedures.

o. **Crime Scene Investigation Unit (CSI) ((206) 684-0972)**

- The function of this unit will be to respond to certain types of crime scene and process then for physical evidence. The case investigation responsibility for all major crimes will remain with the appropriate follow up units.

p. Any other crime which the field supervisor believes should be brought to a follow-up unit's attention.

q. In the event of the death or serious injury of a police officer, notification will be made to the appropriate follow-up unit, the Public Affairs Unit, the chain of command, and a member of the Seattle Police Officer's Guild or Seattle Police Management Association (see manual section [14.070 - Serious Injury or Fatality to Officer](#)).

r. Any incident of a sensitive nature which may bring public notoriety upon an officer, or the department should be brought

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to the attention of a sergeant. The sergeant will determine if the incident should be brought to the attention of a member of the Public Affairs Unit. The ranking supervisor will decide if those higher in command should be notified, up to and including the Chief of Police.

s. Other crimes or incidents may also require immediate follow-up investigation, the need for which will be determined by the special investigative skills required and current investigative policies. In all cases where the necessity for immediate follow-up investigation has been determined, the appropriate detective unit will be notified and given the option of immediate response.

t. Refer to manual section [15.260 - Collision Investigations](#) when determining follow-up requirements for traffic collisions.

u. Incidents to which follow-up units will respond require the primary investigator to preserve and protect the scene (See manual section [14.060 - Serious Incident Plan](#)).

v. Incidents occurring where a follow-up unit has been contacted and does not respond, require the primary investigator to complete the investigation as thoroughly as possible.

w. If immediate follow-up investigation will not be required, the primary investigation will be conducted in such a manner as to ensure that the follow-up unit will receive all available information, via reports and statements, concerning the incident.

15.080-POL-2 Follow-Up Unit Investigation

The Seattle Police Department conducts follow-up investigations in certain cases, as determined by either Criminal Investigations Bureau or precinct personnel. While the course of an investigation is dependent on the particular facts of the incident, the goals may include identification, apprehension, and prosecution of involved suspects as well as the recovery of stolen property.

1. Follow-Up Investigations Will Include Certain Minimum Components

a. Analysis and Review

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- All previous and related reports should be reviewed and assessed for relevance or intelligence value.
- The criminal history files of any suspects should be collected and included in the file.
- An attempt should be made to link the suspect to other crimes through a modus operandi analysis.

b. Investigative Operations

- When appropriate, the case detectives will contact and interview listed suspects, witnesses, and victims. When necessary, detectives should consider contacting uniformed personnel for additional information.
- Generally, case detectives should consider viewing the scene of the crime. Any physical evidence located shall be packaged and submitted per manual section [7.020 – Found Property](#). Crime scene searches should be systematic and thorough.
- If a crime scene is large or outdoors, detectives should consider requesting the assistance of other units. Such requests should be coordinated through the case detective's unit lieutenant.

c. Case Preparation

- Case files will be prepared to satisfy standards established by the prosecuting attorney's office. The Criminal Investigations Bureau will publish these standards.
- Detectives will respond to requests for additional information from the prosecutor. Any concerns regarding these requests should be communicated to the detective's sergeant.

Exhibit 15

Seattle Police Department Manual

15.180 – Primary Investigations

Effective Date: 05/07/2019

15.180-POL

This policy applies to primary investigations. A primary investigation begins when police action is initiated and is critical to the success of any subsequent investigative efforts. The scope of a primary investigation may be very restricted or may constitute the entire investigation of a crime.

- See [15.080 – Follow-Up Unit Notification & Follow-Up Investigation](#) for information on requesting that a follow-up unit respond to a scene.
- See [14.060 – Serious Incident Plan](#) for information on responses to serious incidents.
- See [6.220 – Voluntary Contacts and Terry Stops](#) for information on non-probable cause investigative contacts.

1. Officers Shall Conduct a Thorough and Complete Search for Evidence

All sworn personnel are responsible for knowing how to collect the most common physical evidence that might be encountered on a primary investigation. This includes latent fingerprints.

Only evidence that is impractical to collect or submit to the Evidence Unit shall be retained by the owner.

- Officers shall photograph all evidence that is retained by the owner (See [7.090 – Photographic Evidence](#)).

(See [7.010 – Submitting Evidence](#))

2. Sergeants Are Responsible for the Proper Utilization of Evidence Technicians

Circumstances when sergeants might call an evidence technician include:

- A section of wallboard with a handprint needs to be removed

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- A section of carpet with a bloodstained footprint needs to be removed
- A toolmark impression needs to be lifted from a surface that cannot be removed
- Photographs of a scene need to be taken
 - The extent of processing required is significantly more than a single officer can handle effectively

Evidence technicians may be utilized on an initial response, pending the deployment of a follow-up unit, to assist in identifying and locating evidence, and to assist in collecting evidence that might be destroyed or lost before the follow-up unit arrives.

Officers maintain primary responsibility for their assigned calls, regardless of the presence of an evidence technician.

3. Officers Shall Take Statements in Certain Circumstances

- Officers shall take victim statements in all domestic violence investigations.
 - Witness statements are mandatory in all domestic violence felony investigations.
- Officers shall take statements from victims, witnesses, and complainants in all juvenile arrest investigations.
- Officers shall take statements from victims, witnesses, and complainants in all felony arrest investigations.
- Officers are encouraged to take statements in other investigations, as they deem necessary.
 - It is particularly important to get statements from victims and witnesses who do not have a local, permanent address.

Officers shall document incidents of people refusing to give statements in the Report.

(See [15.370 – Sexual Assault Investigations](#) for interviews of sexual assault victims)

4. Officers May Use Canvass Cards at Major Incident Scenes

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Officers may use Canvass Cards (form 16.9) to collect witness information at the scene of a major incident. Canvass Cards shall be submitted to the unit that is investigating the incident.

5. Officers Shall Document all Primary Investigations on a Report

If a Report Number already exists and there are no new charges, officers shall use the existing number. If there are new charges, officers shall obtain a new number.

Officers shall indicate whether the primary offense is a felony or a misdemeanor by entering an "F" or "M" in the appropriate field. If the primary offense is non-criminal, officers shall leave that field blank.

All reports must be complete, thorough, and accurate.

Officers shall document whether victims of non-custody incidents want to pursue charges, as feasible.

(See [15.020 – Charge-By-Officer](#))

6. Officers Shall Document Permanent Addresses and Telephone Numbers for Suspects, Complainants, Victims and Witnesses in the Entities Section of the Report

If a person is temporarily staying at a local address, officers shall list the temporary address in the narrative.

If a person provides more than one address, officers shall list the additional address(es) in the narrative.

Officers shall identify military personnel by their unit number and the name of their ship, station, or installation.

If a person does not have an address, officers shall state in the narrative that the person is transient.

- A last-known address is required for a case to be submitted for prosecution.

7. Officers Shall Not Book Suspects on Both Misdemeanor and Felony Charges

(See [11.040 – Booking Adult Detainees into a Detention Facility](#))

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8. For any In-Custody Case, Officers Shall State the Crime(s) for Which the Suspect is Being Booked in the Report Narrative

Officers shall include the SMC or RCW violation code(s).

When booking a suspect for one or more felonies, officers shall use the terminology "Investigation of _____."

9. Involved Officers Shall Complete Statements for Felony Arrests

10. All Primary Investigations Require a MIR and Disposition

11. Officers Shall Document Information Obtained After the Report has Been Submitted Using the Same Report Number

12. All Officers Involved in an Investigation Shall Cooperate in any Subsequent Prosecutions or Official Inquiries Where Their Testimony May Be Needed

Exhibit 16



Seattle Police Department Policy Manual



15.350 – Significant Incident Reports (SIRs)

Original Effective Date: 02/01/2016

Revised Effective Date: 12/01/2022

15.350-POL

This policy applies to the use of Significant Incident Reports (SIRs).

The purpose of SIRs is three-fold:

- To provide command staff with rapid notification of significant incidents,
- To inform sergeants, lieutenants, and captains of potential cross-precinct issues to enhance officer safety and incident investigation, and
- To make specific information about significant events directly and quickly available to officers and detectives, thereby improving officer communication and safety.

Significant incidents include the following:

- Assault with significant injury
- Bias crime
- Event likely to generate media attention
- Event likely to generate community concern
- Homicide
- Hostage/barricade
- In-custody death
- Officer assaulted
- Robbery
- Shots fired (with damage or evidence)

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- Significant crisis events, including those resolved without force
- Type II and Type III use-of-force investigations
- Any other event a sergeant believes is significant

1. Sergeants Will Document Significant Incidents Via SIRs

When a follow-up unit responds to the scene of a significant incident, the detective sergeant will complete the SIR. The sergeant will complete and submit the SIR prior to the end of shift.

When a follow-up unit does not respond to the scene, the watch lieutenant will appoint a patrol sergeant to complete the SIR. The sergeant will complete and submit the SIR prior to the end of shift.

In either circumstance, the sergeant will ensure that the SIR is factually accurate, does not contain unnecessary commentary, and is designed to efficiently meet the purpose of an SIR.

2. Sergeants Will Not Document Sexual Assault Incidents Via SIRs

3. Sergeants Will Submit SIRs via the SIR Application

Sergeants shall submit SIRs via the SIR Application within Patrol Portal.

Exhibit 17



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16.130 – Providing Medical Aid

Effective Date: 01/01/2020

Revised Effective Date: 04/01/2023

16.130-POL-1 Definitions

Emergency Medical Technician (EMT) Officer – A Seattle Police Officer that is certified through the State of Washington as an EMT and currently possesses a license to practice medicine.

Emergency Medical Services (EMS) Coordinator – An EMT Police Officer appointed by, and who reports to, the commander of the Training Section. The Assistant Chief of the Professional Standards Bureau shall have final authority over the appointment, and duties assigned to, the EMS Training Coordinator.

16.130-POL-2 Sworn Employees Providing Medical Aid

1. Recognizing the Urgency of Providing Medical Aid and the Importance of Preserving Human Life, Sworn Employees Will Request Medical Aid, if Needed, and Render Appropriate Medical Aid Within Their Training as Soon as Reasonably Possible

Sworn employees assisting a sick and/or injured person will attempt to determine the nature and cause of the person's injury or illness, provide first aid, and initiate EMS, as needed.

After requesting a medical aid response, sworn employees will render aid within the scope of their training unless aid is declined.

Sworn employees will provide medical aid within their training until an EMT officer or qualified medical personnel takes over patient care. Certified EMT officers should be given priority to render care, when feasible. Consent should be assumed for unconscious subjects or subjects incapable of providing consent.

Exception: A call for medical aid is not required for apparent injuries that can be treated by basic first aid (e.g., minor cuts and abrasions).

Sworn employees will follow their training and this manual section, and standing orders provided by the SPD/SFD Medical Director when applying CPR, the AED, and/or Naloxone.

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SPD's medical standing orders are provided by the SPD/SFD Medical Director, who is a licensed medical practitioner in the State of Washington.

2. Officers Respond to Reports of a Heart Attack and Provide CPR/AED as Needed

(See 16.130-POL-3 #7 Standing Orders for Use of Nasal Naloxone)

3. Sworn Employees Cooperate with Medical Personnel

Sworn employees provide care to sick or injured people until transferring care to EMS.

Sworn employees will remain on the scene to assist medical personnel, as necessary.

4. Officers May Transport Sick or Injured Persons in a Department Vehicle

Officers may use a department vehicle to transport a sick or injured person if, in the officer's opinion, the transport will save the person's life, and SFD or other medical transport is unavailable.

5. Officers Report Their Use of First-Aid, CPR, the AED, and/or Nasal Naloxone

Officers will obtain the names and addresses of witnesses to the medical emergency when available, practical, and safe to do so.

If known, officers will update the call on the MDC with the victim's name, witness names and the names of responding SFD personnel when:

- Responding to a dispatched call to assist a sick or injured person
- When first aid is provided
- When responding to a report of sudden cardiac arrest
- When transporting a sick or injured person in a department vehicle

Officers will complete a report when:

- The injury or illness is caused by a criminal act
- The injury or illness involves city property

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- CPR, the AED, and/or nasal naloxone is used (see 16.130-TSK-1 Employees Reporting the Use of an AED and 16.130-TSK-2 Using Nasal Naloxone)

Officers will document the use of tourniquets, nasal naloxone, pressure bandages, CPR, AEDs, and other trained medical techniques to the EMS Coordinator via online RedCAP reporting. If documenting the incident in Mark43, officers will also select the corresponding check boxes, as appropriate.

RedCAP reporting can be found on the SharePoint home page, VMDT links and on the Policy Unit SharePoint webpage [here](#).

- Select the link SPD - First Aid Reporting
- EMT officers will also complete the SOAP (Subjective, Objective, Assessment, and Plan) section within the RedCAP report, as instructed by the EMS Coordinator.

16.130-POL-3 Officers Administering Naloxone

1. Officers May Use Nasal Naloxone at a Scene Where, Based on Their Training and Experience, They Reasonably Believe That a Subject is in an Opioid-Induced Overdose

To carry and be issued nasal naloxone, officers must complete the online SPD – Issuance of Naloxone eLearning in Cornerstone. This training must be completed annually to maintain certification to carry nasal naloxone. This requirement is set forth by the SPD Medical Director.

2. Officers Will Only Use Department Issued Nasal Naloxone

3. Officers Provide Information to Medical Personnel

Officers will provide SFD personnel, hospital staff or other medical transport personnel the names of all sworn employees that assisted with the person's care.

Note: This information is used to notify involved Sworn employees of possible exposure to pathogens discovered on further medical examination of the treated person.

Medical facilities will notify the Employment Services Lieutenant of any possible infectious exposures to officers (see [3.040 – Airborne Pathogens Control](#) and [3.045 – Bloodborne Pathogens Exposure Control](#)).

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4. The Quartermaster, or Their Trained Designee, Will Maintain Department Nasal Naloxone Distribution Logs

When nasal naloxone is used, the Quartermaster or their trained designee will issue the officer a new kit and log the information.

5. Officers Must Carry Nasal Naloxone Kits in One of Three Ways

Officers will carry their kits in one of these manners:

- Cargo pants pocket
- On their duty belt or vest carrier in a pouch or carrier that will secure the device
- Secured in a patrol vehicle or mountain bike bag

At the end of shift, officers will secure their kits with their other equipment. Kits will not be left in patrol vehicles.

6. Officers Will Periodically Check the Manufacturer's Expiration Date on their Issued Nasal Naloxone

If beyond the expiration date, officers will exchange the expired naloxone for a new one from the Quartermaster or their trained designee.

7. Standing Orders for Use of Nasal Naloxone

These standing orders provide guidelines and authorize a properly qualified Seattle Police Department or criminal justice employee to use nasal naloxone on a subject who is reasonably believed to be suffering an opioid-induced overdose.

These orders were issued on March 15th, 2016, and remain in effect until modified or rescinded by the SPD/SFD Medical Director.

The Department EMS Coordinator oversees the Nasal Naloxone Program.

Upon encountering the patient:

1. **Establish** patient unresponsiveness.
2. **Discover** signs of opioid overdose (behavior, paraphernalia, witness statements).
3. **Activate** the EMS (Emergency Medical Services) System (CALL FOR MEDICS).

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4. **Administer** nasal naloxone to the patient in accordance with training.
5. **Notify** SPD Communications that naloxone has been administered.
6. **Provide** basic life support care, per training.

Upon arrival of EMS:

Patient care is the responsibility of EMS.

- Officers may assist as needed.

7. **Provide** a verbal report of findings and actions to EMS member in charge.

16.130-POL-4 EMT Unit

Many emergency situations occur in which sworn employees are first on the scene, or where the sworn employees are the only personnel on scene because the scene is deemed unsafe for EMS to enter. In many of these cases, medical treatment is necessary, but EMS has not arrived or is unable to do so. The SPD EMT Unit serves to bridge this gap in patient care and provide life-saving medical aid until EMS arrives on scene.

The SPD EMT Unit does not replace the care rendered by the Seattle Fire Department. The goal of the SPD EMT Unit is to render care in places that traditional EMS organizations cannot go due to the scene safety or time proximity.

All sworn employees are required to provide medical aid within their level of training. The SPD EMT Unit does not replace immediate life-saving medical interventions of patrol officers.

1. EMS Coordinator's Roles and Responsibilities

The role of the EMS Coordinator is to manage the training, logistics and deployment of the SPD EMTs.

The EMS Coordinator reviews and approves all medical devices used by the Seattle Police Department via the SPD/SFD Medical Director, serves as a subject matter expert as it pertains to medical interventions, and acts as a liaison between the SPD/SFD Medical Director, Seattle Fire Department, Medic One, and various other EMS entities as it pertains to care rendered by the Seattle Police Department.

Seattle Police Department Policy Manual

The EMS Coordinator creates, approves, and maintains all SPD medical training to include but not limited to Automated External Defibrillation, Infectious Disease Prevention, Cardiopulmonary Resuscitation, Law Enforcement Casualty Care, and naloxone.

The EMS Coordinator manages the certification, training, and deployment of the EMT unit sworn employees and the use /deployment of SPD EMT Unit equipment.

2. EMT Officers Will Complete Required Training

EMTs within the State of Washington are required to attend mandatory training to maintain their state certification. EMT mandatory training is governed by the Washington State Department of Health.

EMT officers must meet the mandatory training requirement, or the State of Washington will revoke their EMT License.

Upon completion of mandatory training, the EMS Coordinator will submit EMT training records to the Washington State Department of Health.

3. EMT Officers Will Document Patient Care at the Direction of the SPD/SFD Medical Director and the EMS Coordinator

EMT officers will document their patient care via RedCAP reporting. RedCAP reporting can be found on the VMDT links and on the Policy Unit SharePoint webpage [here](#), titled SPD - First Aid Reporting.

EMT officers will also complete the SOAP (Subjective, Objective, Assessment, and Plan) section within the RedCAP report.

4. Supervisors Will Grant EMT Officers Priority to Render Life-Saving Medical Aid, When Feasible

5. The EMS Coordinator Manages the Use and Deployment of Designated EMT Unit Equipment

16.130-TSK-1 Using Nasal Naloxone

Before or immediately after using nasal naloxone, the **officer**:

1. **Verifies** with Communications that SFD is enroute.

After using nasal naloxone, the **officer**:

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2. **Advices** Communications that they used nasal naloxone and asks for SFD.
3. **Monitors** the subject until SFD arrives.
4. **Provides** basic life support care, per training.
5. **Informs** SFD personnel of the use of nasal naloxone.
6. **Disposes** of the used kit in a sharps container.
7. **Completes** a report in Mark43 and checks the box indicating that nasal naloxone was administered by SPD.
8. **Completes** an online SPD - First Aid Reporting form via RedCAP which can be found on the Policy Unit webpage [here](#).
 - Select the link SPD - First Aid Reporting

Exhibit 22

Hunters Capital, LLC v. City of Seattle

Decided Jan 13, 2023

C20-0983 TSZ

01-13-2023

HUNTERS CAPITAL, LLC; HUNTERS PROPERTY HOLDINGS, LLC; GREENUS BUILDING, INC.; SRJ ENTERPRISES d/b/a CAR TENDER; THE RICHMARK COMPANY d/b/a RICHMARK LABEL; ONYX HOMEOWNERS ASSOCIATION; WADE BILLER; MADRONA REAL ESTATE SERVICES LLC; MADRONA REAL ESTATE INVESTORS IV LLC; MADRONA REAL ESTATE INVESTORS VI LLC; 12TH AND PIKE ASSOCIATES LLC; REDSIDE PARTNERS LLC; OLIVE ST APARTMENTS LLC; BERGMAN'S LOCK AND KEY SERVICES LLC; MATTHEW PLOSZAJ; SWAY AND CAKE LLC; and SHUFFLE LLC d/b/a CURE COCKTAIL, Plaintiffs, v. CITY OF SEATTLE, Defendant.

Thomas S. Zilly, United States District Judge.

ORDER

Thomas S. Zilly, United States District Judge.

THIS MATTER comes before the Court on cross-motions under [Federal Rule of Civil Procedure 37\(e\)](#) for spoliation sanctions filed by plaintiffs

² Hunters Capital, LLC *2 (“Hunters Capital”), Hunters Property Holdings, LLC (“Hunters Property Holdings”), Greenus Building, Inc. (“Greenus Building”), SRJ Enterprises d/b/a Car Tender (“Car Tender”), the Richmark Company d/b/a Richmark Label (“Richmark Label”), Onyx Homeowners Association (“Onyx HOA”), Wade Biller, Madrona Real Estate Services LLC,

Madrona Real Estate Investors IV LLC, Madrona Real Estate Investors VI LLC, 12th and Pike Associates LLC, Redside Partners LLC, Olive St Apartments LLC, Bergman's Lock and Key Services LLC (“Bergman's Lock and Key”), Matthew Ploszaj, Sway and Cake LLC, and Shuffle LLC d/b/a Cure Cocktail (collectively “Plaintiffs”),¹ docket no. 104, and defendant City of Seattle (the “City”), docket no. 107. Having reviewed all papers filed in support of, and in opposition to, the motions, and having considered the oral arguments of counsel, the Court enters the following Order.

¹ Hunters Capital, Hunters Property Holdings, and the Greenus Building are referred to collectively as the “Hunters Capital entities.”

Plaintiffs' Motion for Sanctions (docket no. 104)

1. Background

This matter arises from the City's alleged support and encouragement of the Capitol Hill Occupied Protest (“CHOP”) from June 8 to July 1, 2020 (the “CHOP period”). Plaintiffs are local property owners, businesses, and residents who allege that the City's response to CHOP violated their constitutional and other legal rights. *See* Third Amended Complaint (“TAC”) at ¶ 2 (docket no. 47). Plaintiffs commenced this action on June 24, 2020, and allege that the City's “unprecedented decision to abandon *3 and close off” an approximately 16-block portion of Seattle's Capitol Hill neighborhood “subjected businesses, employees, and residents of that neighborhood to extensive property damage, public safety dangers,

and an inability to use and access their properties.” *See id.* After Plaintiffs initiated this action, the City and certain of its high-level officials, including then Seattle Mayor Jenny Durkan, then Seattle Police Department (“SPD”) Chief Carmen Best, and Seattle Fire Department (“SFD”) Chief Harold Scoggins, deleted thousands of text messages from their City-owned phones.²

² Plaintiffs also allege that Chief Best deleted relevant text messages from her personal phone.

Plaintiffs seek spoliation sanctions against the City for the destruction of thousands of the following officials' text messages: (i) Mayor Durkan, (ii) Chief Best, (iii) Chief Scoggins, (iv) Seattle Public Utilities (“SPU”) employee Idris Beauregard, (v) Assistant SPD Chief Eric Greening, (vi) SPD's Chief Strategy Officer Chris Fischer, and (vii) Operations Coordinator for the City's Emergency Operations Center Kenneth Neafcy. As set forth in this Order, the City failed to timely notify these officials of their duty to preserve CHOP-related messages, City officials deleted thousands of text messages from their City-owned phones in complete disregard of their legal obligation to preserve relevant evidence, and the City ignored litigation holds and multiple letters from Plaintiffs requesting that it preserve all CHOP-related communications between high-level City officials such as Mayor Durkan, Chief Best, and Chief Scoggins. Further, the City significantly delayed disclosing to Plaintiffs that thousands of text messages had ⁴ been deleted.³ Notably, all text messages sent directly between these officials during the CHOP period cannot be reproduced or recovered. As a result, substantial evidence has been destroyed by the City and is unavailable to Plaintiffs to support their positions in this litigation.

³ On November 5, 2020, the City retained Kevin Faulkner, a digital forensics expert, to attempt to recover or otherwise locate missing text messages from Mayor Durkan's and Chief Best's phones. *See*

Faulkner Report at 1-3, Ex. 8 to Calfo Decl. (docket no. 105-1). The City, however, did not disclose to Plaintiffs that any officials' text messages were missing until months later, on March 26, 2021. Cramer Decl. at ¶¶ 7-8 (docket no. 140). Following the City's disclosure, Plaintiffs retained their own digital forensics expert, Brandon Leatha, who analyzed information collected from Mayor Durkan's, Chief Best's, Chief Scoggins's, Beauregard's, Fisher's, Assistant Chief Greening's, and Neafcy's City-owned cellphones. *See* Leatha Report at 1-5, Ex. 6 to Calfo Decl. (docket no. 105-1). Leatha determined that these officials deleted thousands of text messages through a combination of manual deletions, factory resets, and changes to their text-message-retention settings. *See id.* at 5.

a. The City's Duty to Preserve CHOP-Related Text Messages

On June 9, 2020, the organization Black Lives Matter sued the City for its allegedly violent response to local protests. *See Black Lives Matter Seattle-King Cnty. v. City of Seattle*, No. 20-cv-887-RAJ (W.D. Wash.). On June 19, 2020, Mayor Durkan's office sent a memorandum to its employees informing them of their responsibility to retain public records such as text messages on their “City-owned or personal smartphones and mobile devices.” Ex. 2 to Calfo Decl. (docket no. 105-1).

On June 24, 2020, Plaintiffs commenced this action and sent a letter to Mayor Durkan informing her of the complaint that Plaintiffs had filed, Ex. 3 to Calfo Decl. (docket no. 105-1). In a second letter dated June 27, 2020, Plaintiffs' Counsel reminded the Seattle City Attorney's Office of the City's legal obligation to preserve relevant evidence, including “text messages on the business or personal phones of the Mayor and ⁵ her staff, the Chief of Police and other high-level managers of the police department, the head of the Seattle Department of Transportation and its high-

level managers, and the Fire Chief and high level managers of the fire department.” Ex. 4 to Calfo Decl. (docket no. 105-1). In a third letter dated June 30, 2020, Plaintiffs’ Counsel specifically requested that the City preserve electronically stored information (“ESI”) “contained on both personal and City-owned emails and cell phones (such as voice mails and text messages)” of numerous City officials and employees, specifically including Mayor Durkan, SPU Director Mami Hara, Chief Best, Chief Scoggins, and their staff and employees. Ex. 5 to Calfo Decl. (docket no. 105-1 at 41). Despite these unambiguous preservation requests, and a well-established legal duty to preserve all text messages relevant to the litigation, City officials deleted several thousand text messages from the CHOP period.

b. Mayor Jenny Durkan

Despite being named in Plaintiffs’ preservation letters, Exs. 4-5 to Calfo Decl., the City failed to issue Mayor Durkan a litigation hold in this matter until July 22, 2020. Attach. A to Def.’s 1st Suppl. Answers to Pls.’ 2d Set of Interrogs., Ex. 7 to Calfo Decl. (docket no. 105-1 at 97). By that time, Mayor Durkan had already deleted thousands of text messages from her City-owned phone. As set forth in this Order, Mayor Durkan’s various reasons for deleting her text messages strain credibility. *6

On July 4, 2020, Mayor Durkan claims that she dropped her City-owned iPhone 8 Plus into the water while she was visiting a beach.⁴ See Durkan Dep. at 255:7-12, Ex. 9 to Cramer Decl. (docket no. 140-9). The phone’s screen appeared “pixilated” after she retrieved the device from the water, so Mayor Durkan turned it off and placed it in a bag of rice. *Id.* at 255:13-20. At some point, her phone started to work again. *Id.* at 255:21256:24. Because she was experiencing difficulty getting her calendar to load on the device, Mayor Durkan, despite having already received a letter from Plaintiffs regarding the

preservation of her CHOP-related communications, reset her phone and restored its data using an iCloud backup. *Id.* at 256:5-12. Mayor Durkan testified during her deposition that all of her text messages were still saved on the device at that time. See *Id.* at 256:13-24. While resetting her phone on July 4, 2020, however, Mayor Durkan selected a “Disable and Delete” setting that stopped her phone from synchronizing text messages to iCloud and set all text messages stored in iCloud to be automatically deleted in 30 days.⁵ Faulkner Report at 29, Ex. 8 to Calfo Decl. (docket no. 105-1). In an email *7 to her staff dated July 4, 2020, Mayor Durkan confirmed that she reset and restored her phone using an iCloud backup. See Ex. 10 to Calfo Decl. (docket no. 105-1). The email stated that her phone had “died,” but did not disclose that her phone allegedly fell into the water. *Id.*

⁴ At the time, the “Messages in iCloud” setting on her iPhone was enabled, meaning that her text messages were set to be automatically saved in iCloud. See Faulkner Report at 25, 29. Additionally, Mayor Durkan’s iPhone was set to retain her text messages forever. *Id.*

⁵ Faulkner’s forensic examination of Mayor Durkan’s iPhone shows that on July 4, 2020, at 4:51 p.m. Pacific Daylight Time (“PDT”), the device was restored using an iCloud backup file from “early-to-mid February 2020.” Faulkner Report at 27. In order to restore an iPhone from an iCloud backup, the device must first be factory reset (erased). Leatha Report at 13. At 5:19 p.m. PDT, the “Disable & Delete” function was selected, which caused Mayor Durkan’s iPhone to “stop synchronizing messages to iCloud and set all messages stored in iCloud to be deleted from iCloud (but not from the iPhone itself) in 30 days, on August 4, 2020.” Faulkner Report at 29. During his deposition, Faulkner explained that he was unaware of any way to select the “Disable & Delete” function remotely. Faulkner Dep. at 131:5-10, Ex. 9 to Calfo

Decl. (docket no. 105-1). According to Mayor Durkan, nobody else accessed her phone that day. Durkan Dep. at 95:10-12, Ex. 12 to Calfo Decl. (docket no. 105-1). Nevertheless, Mayor Durkan testified that she has no recollection of selecting the “Disable & Delete” function. Durkan Dep. at 93:1-5, 95:10-12, Ex. 10 to Cramer Decl. (docket no. 140-10).

On July 7, 2020, Mayor Durkan's IT staff obtained a new City-owned iPhone 11 for her official use. *See* Ex. 18 to Calfo Decl. (docket no. 105-2). Although this litigation had already commenced weeks earlier, when a City IT staff member transferred the data on Mayor Durkan's iPhone 8 Plus to the new iPhone 11, he failed to make a backup of the old device.⁶ *See* Arhu Dep. at 63:5-16, Ex. 14 to Calfo Decl. (docket no. 105-1). Further, at some point between July 4 and July 26, 2020, “someone” selected the “30-day delete” setting on Mayor Durkan's new iPhone 11. Faulkner Report at 3334; Leatha Report at 3, 14, Ex. 6 to Calfo Decl. (docket no. 105-1). Consequently, Mayor Durkan's iPhone 11 began deleting, on a rolling basis, all text messages older than 30 days. Leatha Report at 3, 7-8, 14.

⁶ The employee testified during his deposition that the City's practice at the time was to make a backup of an old phone before transferring data to a new one. *See* Arhu Dep. at 27:4-8, Ex. 14 to Calfo Decl. (docket no. 105-1).

⁸ Between July 22 and July 26, 2020, “someone” changed the text message retention setting on Mayor Durkan's iPhone 11 from 30 days back to forever, which coincides with Mayor Durkan's receipt of the litigation hold in this matter on July 22, 2020. Faulkner *8 Report at 3 n.2, 33-34; Leatha Report at 14; Attach. A to Def.'s 1st Suppl. Answers to Pls.' 2d Set of Interrogs. (docket no. 105-1 at 97). The damage, however, had already been done. Switching to the 30-day delete setting caused the loss of 5,746 of Mayor Durkan's text messages from before June 25, 2020. Leatha

Report at 14. In addition to the text messages that were deleted as a result of her phone's retention settings, Mayor Durkan manually deleted 191 messages from her new iPhone 11 between July 4 and November 19, 2020. Leatha Report at 14-15.⁷ Mayor Durkan admits that she occasionally deleted text messages which contained “phishy things” such as apparent spam messages. Durkan Dep. at 72:15-25, Ex. 12 to Calfo Decl. (docket no. 105-1).

⁷ Faulkner's report does not address any manually deleted text messages because the City did not ask him to do so. *See* Faulkner Dep. at 175:16-21, 176:1-5 (docket no. 105-1).

On or about August 21, 2020, Michelle Chen, Mayor Durkan's counsel and a Seattle City Attorney's Office employee, discovered that Mayor Durkan was missing all text messages from before June 25, 2020. Def.'s 1st Suppl. Answer to Pls.' Interrogs. (docket no. 105-1 at 85, 86 n.1). Despite Chen's discovery that a significant number of text messages were missing from the Mayor's phone, the City now contends in this litigation that the Seattle City Attorney's Office did not learn of Mayor Durkan's deleted text messages until October 2020. Def.'s 1st Suppl. Answer to Pls.' Interrog. No. 27 (docket no. 105-1 at 86). On September 17, 2020, despite the Mayor's and her counsel's knowledge of the missing text messages,⁹ a member of the Mayor's IT staff factory reset *9 the iPhone 8 Plus she allegedly dropped in the water on July 4, 2020.⁸ Leatha Report at 13; Arhu Dep. at 75:2-17 (docket no. 105-1). The City did not notify Plaintiffs until March 26, 2021, that Mayor Durkan was missing text messages. Cramer Decl. at ¶ 7 (docket no. 140). Importantly, Plaintiffs contend that during the CHOP period and thereafter, Mayor Durkan frequently texted Chief Best, Chief Scoggins, and other high-level City officials regarding the City's response to CHOP.

8 Mayor Durkan's iPhone 8 Plus was reset on two occasions, once on July 4, 2020, and again on September 17, 2020. Leatha Report at 13.

c. SPD Chief Carmen Best

Although she was named in Plaintiffs' preservation letters, Exs. 4-5 to Calfo Decl., the City did not issue Chief Best a litigation hold in this matter until July 27, 2020, Attach. A to Def.'s 1st Suppl. Answers to Pls.' 2d Set of Interrogs. (docket no. 105-1 at 97). Despite the litigation hold and her legal obligation to preserve any CHOP-related text messages, Chief Best's City-owned iPhone did not contain any text messages dated before September 2, 2020, which is the day she returned her phone to the City following her resignation. Def.'s 1st Suppl. Answer to Pls.' Interrog. No. 31 (docket no. 105-1 at 88-89). During her deposition, Chief Best admitted that she deleted text messages from her phone periodically. Best Dep. (Nov. 9, 2021) at 212:17-19, Ex. 26 to Calfo Decl. (docket no. 105-2). According to Chief Best, her understanding was that, like her official emails, the City was automatically saving all of the text messages on her City-owned phone. *Id.* at 212:19-20. Chief Best explained that, when she deleted text messages, she *10 was not targeting any specific person, and that she deleted messages “in bulk.”⁹ Best Dep. (May 24, 2022) at 372:1-8, Ex. 27 to Calfo Decl. (docket no. 105-2). Chief Best did not recall deleting all of her text messages before returning her phone to the City on September 2, 2020, *see* Best Dep. (Nov. 9, 2021) at 218:16-20, but Plaintiffs' expert Leatha found that 27,138 text messages were manually deleted from Chief Best's City-owned phone before she returned the device, *see* Leatha Report at 16. Despite receiving her phone in September 2020, the City claims it first became aware that text messages were missing from the device in March 2021, and blames the delay on COVID work requirements. Def.'s 1st Suppl. Answer to Pls.' Interrog. No. 27 (docket no. 105-1 at 86); Cramer Decl. at ¶ 5 (docket no. 140). The Court seriously questions why the City took

until March 2021 to discover that Chief Best had deleted thousands of messages when the City was in possession of her phone beginning in September 2020.¹⁰

⁹ Like Mayor Durkan, Chief Best's phone was also set to delete text messages after 30 days. Faulkner Report at 42-43; Leatha Report at 16. Nevertheless, “[i]t appears that nearly all the 27,138 messages deleted from [Chief] Best's iPhone XS Max were deleted manually.” Leatha Report at 16.

¹⁰ Faulkner, the City's expert, was retained in November 2020, in part, to attempt to recover or otherwise locate missing text messages from Chief Best's City-owned phone. *See* Faulkner Report at 1-3. According to Faulkner's report, the initial scope of his work was to locate only Mayor Durkan's missing text messages. *Id.* at 3 n.1.

After Plaintiffs learned in March 2021 that text messages were missing from Chief Best's City-owned phone, Plaintiffs' Counsel issued a subpoena to Chief Best in May 2021, seeking CHOP-related documents and text messages on her personal phone. Ex. 28 to Calfo Decl. (docket no. 105-2). Chief Best, however, had already reset her *11 personal phone at an Apple Store because it “[j]ust stopped working.” Best Dep. (Nov. 9, 2021) at 224:20-225:21 (docket no. 105-2). Chief Best's attorney confirmed that Chief Best did not have a backup file of her personal phone. Ex. 29 to Calfo Decl. (docket no. 105-2). Some text messages produced from an SPD employee's personal phone show that Chief Best sometimes used her personal phone to discuss official issues, such as potential interviews with news agencies and releasing certain incident reports during CHOP. *See* Ex. 30 to Calfo Decl. (docket no. 105-2). As a result, Plaintiffs contend they have been deprived of many relevant text messages that were on Chief Best's personal phone.

d. SFD Chief Harold Scoggins

Chief Scoggins was also named in Plaintiffs' preservation letters. Exs. 4-5 to Calfo Decl. The City, however, did not issue Chief Scoggins a litigation hold in this matter until July 22, 2020. Attach. A to Def.'s 1st Suppl. Answers to Pls.' 2d Set of Interrogs. (docket no. 105-1 at 98). Despite his duty to preserve all CHOP-related text messages, Chief Scoggins has no text messages from before October 8, 2020, because on that day he reset his phone at an Apple Store after he allegedly forgot his numeric passcode. Def.'s 1st Suppl. Answer to Pls.' Interrog. No. 31 (docket no. 105-1 at 88); Scoggins Dep. at 99:1-100:15, Ex. 31 to Calfo Decl. (docket no. 105-3).

On October 8, 2020, Chief Scoggins was allegedly locked out of his City-owned phone after he input an incorrect passcode too many times. Scoggins Dep. at 98:17-25, 101:1-102:9, Ex. 24 to Cramer Decl. (docket no. 140-24). Chief Scoggins notified City IT personnel that he was locked out of his phone, but their suggestions did not resolve the
 12 *12 issue. *Id.* at 99:1-16. Because he did not want to spend an evening without access to his phone, and without first confirming that his CHOP-related communications were preserved, Chief Scoggins took his phone to an Apple Store where an employee reset the device, deleting all prior text messages. *See id.* at 109:6-16. The City contends it became aware that text messages were missing from Chief Scoggins's phone in late February 2021. Def.'s 1st Suppl. Answer to Pls.' Interrog. No. 27 (docket no. 105-1 at 86).

e. Idris Beauregard

Beauregard was employed by Seattle Public Utilities during CHOP. As a member of SPU's leadership, Beauregard was included in Plaintiffs' preservation letter dated June 30, 2020. Ex. 5 to Calfo Decl. Inexplicably, the City did not issue Beauregard a litigation hold in this matter until October 20, 2020. Attach. A to Def.'s 1st Suppl. Answers to Pls.' 2d Set of Interrogs. (docket no. 105-1 at 97). By that time, Beauregard had already deleted messages from his City-owned iPhone. On

October 9, 2020, Beauregard had factory reset his iPhone, deleting all text messages prior to that day. *See* Ex. 32 to Calfo Decl. (docket no. 105-3); Leatha Report at 25-26. Like Scoggins, Beauregard testified that he became locked out of his phone after he forgot his passcode. Beauregard Dep. at 111:1-112:6, Ex. 26 to Cramer Decl. (docket no. 140). Despite his litigation hold, Beauregard also manually deleted 388 text messages between October 2020 and March 2021. Leatha Report at 26-27; Beauregard Dep. at 132:7-133:20 (admitting that he might have manually deleted some personal text messages from his
 13 phone). *13

f. Chris Fisher

Fisher was employed as SPD's Chief Strategy Officer during CHOP, Calfo Decl. at ¶ 86 (docket no. 105), and was therefore included in Plaintiffs' preservation letter dated June 30, 2020, Ex. 5 to Calfo Decl. The City issued Fisher a litigation hold in this matter almost one month later, on July 27, 2020. Attach. A to Def.'s 1st Suppl. Answers to Pls.' 2d Set of Interrogs. (docket no. 105-1 at 97). Despite his litigation hold, Fisher reset his City-owned iPhone 7 on or about November 2, 2020. *See* Leatha Report at 18. All but 16 of the 15,859 messages on Fisher's phone were deleted before Fisher returned the phone to the City in December 2020. *Id.* at 18-19. The City became aware that text messages were missing from Fisher's phone in March 2021. Def.'s 1st Suppl. Answer to Pls.' Interrog. No. 27 (docket no. 105-1 at 86).

g. Eric Greening

Greening is an Assistant SPD Chief, Calfo Decl. at ¶ 83 (docket no. 105), and was therefore included in Plaintiffs' preservation letters, Exs. 4-5 to Calfo Decl. The City issued Assistant Chief Greening a litigation hold in this matter on July 27, 2020. Attach. A to Def.'s 1st Suppl. Answers to Pls.' 2d Set of Interrogs. (docket no. 105-1 at 97). Around October 26, 2020, Assistant Chief Greening allegedly forgot the passcode to his

phone and became locked out of the device. Def.'s 1st Suppl. Answer to Pls.' Interrog. No. 31 (docket no. 105-1 at 89). Despite its duty to preserve Assistant Chief Greening's CHOP-related communications, the City caused his phone to be reset on October 26, 2020, deleting all prior text messages. *See* Leatha Report at 27; Def.'s 1st Suppl. Answer to Pls.' Interrog. No. 31 (docket no. 105-1 at 89). *14

h. Kenneth Neafcy

Kenneth Neafcy was employed as the Operations Coordinator for the City's Emergency Operations Center during CHOP. Calfo Decl. at ¶ 79 (docket no. 105); Neafcy Decl. at ¶ 1 (docket no. 143). From March 2020 until October 26, 2020, he used a City-issued iPhone XS. Neafcy Decl. at ¶ 2. On October 26, 2020, Neafcy received an alert on his iPhone directing him to reset his passcode. *Id.* After resetting his passcode, he tried to access his phone but was unable to unlock the device. *Id.* When he could not unlock his phone the following day, he contacted multiple City employees in an attempt to resolve the issue, including SPD's mobile phone coordinator. *Id.* at ¶ 3. On October 28, 2020, Neafcy learned that the City had reset his phone. *Id.*

The City issued Neafcy a litigation hold in this matter on September 29, 2020. Attach. A to Def.'s 1st Suppl. Answers to Pls.' 2d Set of Interrog. (docket no. 105-1 at 98). Nevertheless, Neafcy's phone was factory reset on or about October 27, 2020. Def.'s 1st Suppl. Answer to Pls.' Interrog. No. 31 (docket no. 105-1 at 89-90); *see also* Ex. 34 to Calfo Decl. (docket no. 105-3) (email from Neafcy dated October 28, 2020, in which Neafcy explains that his “phone is completely wiped and has ZERO functionality”); Leatha Report at 21 (determining that Neafcy's phone was reset on October 27, 2020). Neafcy also manually deleted 42 messages from his phone between October 27, 2020, and March 1, 2021. Leatha Report at 21.

Based on these officials' deleted text messages, Plaintiffs ask the Court to enter default judgment against the City, or, in the alternative, for an adverse-inference *15 instruction. Plaintiffs also request fees and costs incurred as a result of the City's alleged spoliation of evidence.

2. Discussion

a. Applicable Standard

Spoliation is the destruction or significant alteration of evidence, or the failure to preserve evidence, in pending or reasonably foreseeable litigation. *See United States v. Kitsap Physicians Serv.*, 314 F.3d 995, 1001 (9th Cir. 2002); *see also Leon v. IDXSys. Corp.*, 464 F.3d 951, 959 (9th Cir. 2006) (“A party's destruction of evidence qualifies as willful spoliation if the party has ‘some notice that the documents were potentially relevant to the litigation before they were destroyed.’” (quoting *Kitsap Physicians Serv.*, 314 F.3d at 1001)). “Federal law governs the imposition of spoliation sanctions as ‘spoliation constitutes an evidentiary matter.’” *Estate of Hill v. NaphCare, Inc.*, No. 20-cv-00410, 2022 WL 1464830, at *9 (E.D. Wash. May 9, 2022) (quoting *Ala. Aircraft Indus., Inc. v. Boeing Co.*, 319 F.R.D. 730, 739 (N.D. Ala. 2017)). “In the Ninth Circuit, spoliation of evidence raises a presumption that the destroyed evidence goes to the merits of the case, and further, that such evidence was adverse to the party that destroyed it.” *Dong Ah Tire & Rubber Co. v. Glasforms, Inc.*, No. C06-3359, 2009 WL 1949124, at *10 (N.D. Cal. July 2, 2009) (citing *Phoceene Sous-Marine, S.A. v. U.S. Phosmarine, Inc.*, 682 F.2d 802, 806 (9th Cir.1982)). In *Dong Ah*, the district court found that a party was entitled to multiple adverse-inference instructions after an opposing party destroyed certain relevant and responsive materials in violation of its own document retention policies. *Id.* at *3-11. *16

Under [Rule 37\(e\)](#), a party seeking sanctions for spoliation of ESI bears the burden of proof, *see Ryan v. Editions Ltd. W., Inc.*, 786 F.3d 754, 766 (9th Cir. 2015), and must show, at a minimum,

that (i) the evidence at issue qualifies as ESI, (ii) the ESI is “lost” and “cannot be restored or replaced through additional discovery,” (iii) the offending party “failed to take reasonable steps to preserve” the ESI, and (iv) the offending party was under a duty to preserve it. *Gaina v. Northridge Hosp. Med. Ctr.*, No. CV 18-177, 2019 WL 1751825, at *2-3 (C.D. Cal. Feb. 25, 2019). If these four criteria are met and the Court determines that the moving party is prejudiced from the “loss of the information,” the Court may “order measures no greater than necessary to cure the prejudice.” See [Fed.R.Civ.P. 37\(e\)\(1\)](#). For example, in *Gaina*, the district court concluded that plaintiff’s failure to preserve relevant text messages prejudiced the defendant and required plaintiff to pay certain monetary sanctions to cure the prejudice. 2019 WL 1751825, at *5. Although plaintiff argued that she deleted the text messages pursuant to her practice of “habitually” clearing memory space on her phone, the *Gaina* Court explained that plaintiff was under a duty to preserve her “highly relevant” communications. *Id.* at *4.

17 “Although [Rule] 37(e) does not place the burden of proving or disproving prejudice on either party, if spoliation is proven, the burden shifts to the spoliating party to prove the lost information is not prejudicial.” See *Youngevity Int’l v. Smith*, No. 16-cv-704, 2020 WL 7048687, at *3 (S.D. Cal. July 28, 2020) (citing [Fed.R.Civ.P. 37\(e\)](#) advisory committee’s note to 2015 amendment). A party is prejudiced when the spoliating party’s actions impair the “non-spoliating party’s ability to go to trial” or *17 threaten to “interfere with the rightful decision of the case.” *Leon*, 464 F.3d at 959 (citation omitted). If the Court finds that the offending party “acted with the intent to deprive” the moving party “of the information’s use in the litigation,” the Court may “presume that the lost information was unfavorable” to the offending party, “instruct the jury that it may or must presume the information was unfavorable” to the offending party, or “dismiss the action or enter a

default judgment.” See [Fed.R.Civ.P. 37\(e\)\(2\)](#). “Intent may be inferred if a party is on notice that documents were potentially relevant and fails to take measures to preserve relevant evidence, or otherwise seeks to keep incriminating facts out of evidence.” *Estate of Hill*, 2022 WL 1464830, at *11 (citation omitted).

Rule 37(e) creates a “uniform standard in federal court” and rejects the notion that, when ESI is spoliated, adverse-inference instructions may be predicated on a finding of mere negligence or gross negligence, as opposed to an “intent to deprive another party of the information’s use in the litigation.” See [Fed.R.Civ.P. 37\(e\)](#) advisory committee’s note to 2015 amendment. Whether the offending party “acted with the intent to deprive” the moving party “of the information’s use in the litigation,” see [Fed.R.Civ.P. 37\(e\)\(2\)](#), is a question for the Court. See *Mannion v. Ameri-Can Freight Sys. Inc.*, No. CV-17-03262, 2020 WL 417492, at *4 (D. Ariz. Jan. 27, 2020) (explaining that judges make discovery-related factual findings). For the purposes of [Rule 37\(e\)](#), intent can be proven through direct or circumstantial evidence. See *Estate of Hill*, 2022 WL 1464830, at *12 (“Courts have found the requisite ‘intent to deprive’ when a litigant fails to provide a credible explanation for departing from standard operating procedure and intentionally failing to preserve ESI.”); see also *Colonies Partners, L.P. v. County of San Bernadino*, *18 No. 18-cv-00420, 2020 WL 1496444, at *11 (C.D. Cal. Feb. 27, 2020) (“Courts also consider the timing of the document loss when evaluating intent.”). Further, “an employee’s misconduct with regard to spoliation can be imputed to an employer.” *Colonies Partners*, 2020 WL 1496444, at *10.

In *Estate of Hill*, the district court held that a municipal defendant intentionally spoliated “six hours of highly relevant video [surveillance] evidence” from a county jail. 2022 WL 1464830, at *13. In finding that the defendant acted with the requisite intent to avoid its litigation obligations, the court explained that the defendant provided

“no explanation-credible or otherwise-about why someone” at the jail made the intentional choice to permanently destroy a portion of the relevant surveillance video. *Id.* at *12. Similarly, the *Colonies Partners* Court found that a defendant, a former district attorney “who had the assistance of experienced civil litigation counsel” acted with the requisite intent under [Rule 37\(e\)\(2\)](#) when he deleted certain text messages and emails. 2020 WL 1496444, at *10.

b. Whether the City Spoliated Evidence

i. The City's Duty to Preserve ESI

As an initial matter, neither party disputes that all of the text messages at issue in this action constitute ESI for the purposes of [Rule 37\(e\)](#). *Gaina*, 2019 WL 1751825, at *3 (applying [Rule 37\(e\)](#) to text messages). Similarly, the parties do not dispute that the seven above-referenced City officials were under a duty to preserve their text messages. Clearly, the parties had a duty to preserve relevant evidence, including text messages, as soon as a claim was identified. *Apple Inc. v. Samsung Elecs. Co.*, 888 F.Supp.2d 976, 990-91 *19 (N.D. Cal. 2012) (citing *In re Napster, Inc. Copyright Litig.*, 462 F.Supp.2d 1060, 1067 (N.D. Cal. 2006)); *see also Akiona v. United States*, 938 F.2d 158, 161 (9th Cir. 1991) (concluding that a duty to preserve information arises when the party has “some notice that the documents are potentially relevant”). The Court therefore turns to whether the text messages are lost and cannot be replaced through additional discovery and whether the City took reasonable steps to preserve the text messages. *See Fed.R.Civ.P. 37(e)*.

ii. Whether the Text Messages are Lost and Cannot be Replaced Through Additional Discovery

The City argues that it has produced tens of thousands of text messages from other employees' devices, such as deputy mayors, Mayor Durkan's Chief of Staff, and multiple SPD officials, and has

successfully recreated thousands of the officials' deleted text messages by obtaining the messages from other sources. Indeed, the City has recreated over 161,000 of these officials' deleted text messages. *See Dawson Decl.* at ¶ 6 (docket no. 141).¹¹ The City has recreated 2,868 of Mayor Durkan's, 9,348 of Chief Best's, and 15,414 of Chief Scoggins's deleted text messages. *Id.* at ¶ 42. The City also contends that Plaintiffs have provided no evidence supporting the notion that Mayor Durkan, Chief Best, and Chief Scoggins “texted alone as a group at any time.” *Id.* at ¶ 44.

20 *20

¹¹ Martha Dawson is a partner at the law firm K&L Gates, LLP, which represents the City in other litigation arising from protests occurring in the summer of 2020. *Dawson Decl.* at ¶ 14 (docket no. 141). Dawson collaborated with the City's Counsel in this action to develop and implement a methodology to recreate deleted text messages. *Id.* at ¶ 15.

The City, however, ignores that it has not recovered *any* deleted text messages exchanged directly between Mayor Durkan and Chief Best, Mayor Durkan and Chief Scoggins, or Chief Scoggins and Chief Best, during the CHOP period.¹² *See Faulkner Dep.* at 109:3-12, Ex. 9 to Calfo Decl. (docket no. 105-1). The parties do not dispute that these high-level officials communicated directly with each other via text message during the CHOP period. *See Best Dep.* (Nov. 9, 2021) at 205:7-208:16, Ex. 22 to Cramer Decl. (docket no. 140-22); *Scoggins Dep.* at 107:6-21 (docket no. 140-24). The Court therefore concludes that a substantial number of the deleted text messages are lost and cannot be restored or replaced through additional discovery. *See Youngevity*, 2020 WL 7048687, at *4 (“[S]ome of the [defendants] have spoliated text messages over the same time periods, thus it is not possible to obtain text messages that may have been

exchanged between them during these periods because both the sender and receiver have lost all text messages.”).

¹² The City conceded at oral argument that it does not know exactly how many of the deleted text messages are still missing.

iii. The City's Failure to Preserve the Text Messages

The City argues that it took reasonable steps to preserve ESI and that [Rule 37\(e\)](#) “does not call for perfection.” See [Fed.R.Civ.P. 37\(e\)](#) advisory committee's note to 2015 amendment. Although the City issued a significant number of litigation holds, officials at the highest levels of City government completely disregarded these holds and deleted thousands of relevant text messages.

²¹ See Dawson Decl. at ¶ 42 (explaining that ²¹ the City has produced thousands of responsive text messages as a result of its efforts to recreate the deleted messages, which demonstrates that the City deleted thousands of relevant messages). Given the scope of the loss, the Court cannot conclude that the City took reasonable steps to preserve the messages. See *First Fin. Sec., Inc. v. Freedom Equity Grp., LLC*, No. 15-cv-1893, 2016 WL 5870218, at *3 (N.D. Cal. Oct. 7, 2016) (“[Defendant] took no reasonable steps to preserve text messages, and those messages cannot be restored or replaced through additional discovery.”). The City's failure to timely notify these officials of their obligation to preserve ESI, its failure to follow its own protocols to maintain City text messages, and its long delay in notifying Plaintiffs of the deleted messages after Michelle Chen first discovered the issue (with respect to Mayor Durkan's messages) on August 21, 2020, lead the Court to conclude that the City's spoliation was much more egregious than a failure to achieve “perfection.” The City cannot reasonably dispute that significant evidence is missing in this action and can never be recovered.

c. Whether Sanctions are Appropriate

i. Prejudice

Having found that the City spoliated the officials' deleted text messages, the Court may impose sanctions against the City if Plaintiffs are prejudiced by the loss of the messages. See *Youngevity*, 2020 WL 7048687, at *4 (“Only upon a finding of prejudice may sanctions be issued.”); [Fed.R.Civ.P. 37\(e\)\(1\)](#). As discussed above, the City bears the burden to show that Plaintiffs have not been prejudiced by the City's conduct. See *Youngevity*, 2020 WL 7048687, at *3. In this case, ²² the City has not met its burden and ²² the Court finds that Plaintiffs have been prejudiced by the City's spoliation of the officials' text messages. The City's reconstruction of thousands of missing text messages, although helpful, cannot replace the text messages that it has not recovered. See *id.* at *4 (“Plaintiffs are still likely prejudiced because the ESI produced is no substitute for the potentially relevant information within lost text messages.”); see also *Leon*, 464 F.3d at 959 (explaining that an offending party cannot assert a “presumption of irrelevance” as to destroyed material because the relevance of destroyed documents “cannot be clearly ascertained” (citation omitted)). Moreover, the missing text messages at issue in this action are not from low-level City employees. Rather, Plaintiffs have been deprived of text messages from multiple officials representing the highest levels of City government and those responsible for establishing and implementing the City's response to CHOP. Of great significance is the fact that any direct messages between these officials, such as those between Mayor Durkan and Chief Best or between Mayor Durkan and Chief Scoggins, cannot be recovered. The Court finds that the deleted text messages threaten to interfere with the rightful decision in this case, *id.*, and sanctions against the City are clearly warranted.

ii. Intent

Plaintiffs request entry of default judgment against the City, thereby raising the issue of whether the City acted with intent to deprive Plaintiffs of the information's use in this matter. See [Fed.R.Civ.P.](#)

23 37(e)(2). Only upon a finding of intent may the Court impose severe sanctions such as an adverse-inference instruction or default judgment. *See id.* In *Youngevity*, for example, the district court found that defendants did not act *23 with the requisite intent under Rule 37(e)(2) when they deleted text messages relevant to litigation. 2020 WL 7048687, at *4. There, plaintiffs failed to show that the defendants' "conduct surpassed gross negligence," *id.* at *4, in part because the parties' independent forensic expert "could not distinguish between intentional deletions and deletions caused by unintentional technological malfunctions," *id.* at *1. On this record, however, the Court finds substantial circumstantial evidence that the City acted with the requisite intent necessary to impose a severe sanction and that the City's conduct exceeds gross negligence.

This case does not involve a single high-level City official inadvertently allowing his or her phone to be reset. *See Stevens v. Brigham Young Univ.-Idaho*, No. 16-CV-530, 2019 WL 6499098, at *2 (D. Idaho Dec. 3, 2019). Instead, Mayor Durkan, Chief Best, Chief Scoggins, and other key City officials purged (through factory resets, changed retention settings, or manual deletions) thousands of CHOP-related text messages from their phones *after* they were under a clear legal obligation to preserve such information and without confirming that all of their text messages had been preserved through other means.¹³ *See, e.g., Moody v. CSX Transp., Inc.*, 271 F.Supp.3d 410, 431 (W.D.N.Y. 24 2017) *24 ("While knowing they had a duty to preserve the event recorder data, defendants allowed the original data on the event recorder to be overwritten, and destroyed or recycled [an employee's] laptop without ever confirming that the data had been preserved in another repository."). The City cannot reasonably dispute that these officials were aware of their obligation to preserve all CHOP-related communications. Mayor Durkan, an experienced attorney, was certainly aware of her duty to preserve evidence relevant to this action. Although the City argues

that many of the deleted messages are not likely relevant, its efforts to recover the messages have resulted in the production of thousands of responsive communications, *see Dawson Decl.* at ¶ 42, leading the Court to conclude that many relevant text messages remain missing.

¹³ The City speculates that the timing of Chief Scoggins's, Assistant Chief Greening's, Fisher's, Neafcy's, and Beauregard's factory resets, which all occurred between October and November 2020, might be explained by a City security protocol. Brian Kennedy, one of SPD's mobile phone coordinators, explained during his deposition that a preexisting City security protocol will periodically prompt users of City-issued phones to change their passcodes. Kennedy Dep. at 127:15-128:13, Ex. 28 to Cramer Decl. (docket no. 140-28). The record, however, is unclear as to whether this protocol was responsible for the issues experienced by all five of these officials. Regardless of the circumstances that led to Chief Scoggins, Assistant Chief Greening, Fisher, Neafcy, and Beauregard being locked out of their phones, all of their phones were purposefully reset in blatant disregard of the City's duty to preserve all CHOP-related text messages. Importantly, the City failed to ensure that these officials' relevant messages were preserved before resetting their phones months after litigation had commenced in this action, and the Court finds that the City's conduct far surpasses gross negligence.

The City's failure to respond once it learned of Mayor Durkan's missing text messages supports a finding of intent. Although the City attempts to argue that it did not learn of Mayor Durkan's missing text messages until October 2020, Def.'s 1st Suppl. Answer to Pls.' Interrogs. No. 27 (docket no. 105-1 at 86 n.1), the City does not dispute that Mayor Durkan's counsel was employed by the City Attorney's Office and learned of the Mayor's missing text messages on

August 21, 2020, Def.'s 1st Suppl. Answer to Pls.' Interrog. (docket no. 105-1 at 85). Despite this knowledge, the City did not take any action to ensure that other officials' text messages were preserved, which is demonstrated *25 by the conduct of six officials who deleted their text messages and/or reset their phones after August 21, 2020. The Court is also troubled by the fact that on September 17, 2020, a City employee factory reset the iPhone 8 Plus that Mayor Durkan had allegedly dropped into the water without first creating a backup of the device, further frustrating the recovery of any of the Mayor's deleted text messages. Leatha Report at 13; Arhu Dep. at 75:2-17 (docket no. 105-1).

The City's delay in notifying Plaintiffs about this issue is also circumstantial evidence that the spoliation was intentional. The record reflects that the City "hid the ball" until forced to disclose the missing text messages in March 2021. On November 5, 2020, the City retained its own digital forensics expert to attempt to recover missing text messages from Mayor Durkan's and Chief Best's phones, *see* Faulkner Report at 1-3 (docket no. 105-1), but did not inform Plaintiffs that any text messages were missing until March 26, 2021. Cramer Decl. at ¶¶ 7-8 (docket no. 140). Plaintiffs then attempted to subpoena any CHOP-related text messages from Chief Best's personal phone, but she had already factory reset the device at an Apple Store. Best Dep. (Nov. 9, 2021) at 224:20-225:21 (docket no. 105-2). Although the City attempts to blame its delay in discovering the missing messages on the COVID pandemic, Cramer Decl. at ¶ 5, or the length of time it took to image the officials' phones, *id.* at ¶ 8, the City's COVID protocols cannot explain why all of the key City officials' text messages were deleted in complete disregard of their legal obligation to preserve all CHOP-related ESI from the CHOP period. *26

To be clear, Plaintiffs have not presented sufficient evidence from which the Court could conclude that the seven City officials acted pursuant to

some elaborate conspiracy to delete their text messages. Plaintiffs have, however, presented substantial circumstantial evidence that the City acted with the requisite "intent to deprive," within the meaning of [Rule 37\(e\)\(2\)](#). *See Estate of Hill*, 2022 WL 1464830, at *11 (explaining that intent may be inferred "if a party is on notice that documents were potentially relevant and fails to take measures to preserve relevant evidence . . ."). The Court concludes that the City acted with the intent to deprive Plaintiffs of the text messages' use in litigation. The Court finds that the deleted text messages were highly likely to have contained relevant communications between high-level City officials discussing ongoing events during the CHOP period. *See Leon*, 464 F.3d at 960 (explaining how "any number" of the 2,200 files plaintiff spoliated "could have been relevant" to defendant's claims or defenses "although it is impossible to identify which files and how they might have been used."). Because the Court finds that the City acted with the requisite intent, [Rule 37\(e\)\(2\)](#) permits the imposition of severe sanctions.

iii. Appropriate Sanction

When deciding whether to impose a terminating sanction such as entry of default judgment, a court must consider five factors: (i) "the public's interest in expeditious resolution of litigation," (ii) "the court's need to manage its docket," (iii) "the risk of prejudice to the party seeking sanctions," (iv) "the public policy favoring disposition of cases on their merit," and (v) "the availability of less drastic sanctions." *Colonies Partners*, 2020 WL 1496444, at *11 (alteration omitted, citing *Thompson v. Hous. Auth. of L.A.*, *27 782 F.2d 829, 831 (9th Cir. 1986)). "Terminating sanctions may be warranted where a party is no longer able to present its case, spoliation occurs in direct violation of a court order, where a party has obviously engaged in deceptive practices during litigation, or where a court anticipates continued deceptive misconduct." *Id.* Although the scope of the City's spoliation in this case is egregious, entry

of default judgment against the City is too severe and is not supported by the factors referenced above or the evidence.

The Court concludes that a lesser sanction, namely an adverse jury instruction, is appropriate to cure the prejudice in this case. Plaintiffs request that any adverse-inference instruction clearly identify the elements of their claims that the jury should presume are satisfied, but such a detailed instruction is unwarranted. Although Plaintiffs have been prejudiced by the destruction of the officials' text messages, whether the spoliated text messages contained evidence supporting particular elements of Plaintiffs' claims is unclear. Instead, the Court will issue an adverse instruction at trial that the jury *may* presume that the City officials' text messages (deleted after Plaintiffs commenced this action) were unfavorable to the City.¹⁴ *See Fed.R.Civ.P. 37(e)(2)(B)* (authorizing the Court to “instruct the jury that it may . . . presume the information was unfavorable to the party”). Further, Plaintiffs will be allowed to present evidence and argument at trial about the City's deletion of the text messages. Plaintiffs are also

28 awarded attorneys' fees *28 and costs (including expert-related costs) incurred as a result of the City's spoliation of evidence. *See Youngevity*, 2020 WL 7048687, at *5. Accordingly, Plaintiffs' motion for sanctions is GRANTED in part and DENIED in part.

¹⁴ The Court will determine the exact language of the instruction at a later date.

The City's Motion for Sanctions (docket no. 107)

1. Background

The City is not the only party missing text messages in this action. The City alleges that certain plaintiffs, namely the Hunters Capital entities, Richmark Label, Bergman's Lock and Key, Onyx HOA and Wade Biller, Car Tender, and Matthew Ploszaj, also spoliated evidence.

a. The Hunters Capital Entities

In a letter dated December 23, 2021, Plaintiffs informed the City that they were unable to recover any text messages sent or received by Hunters Capital's founder and CEO Michael Malone from before March 26, 2021, “either from his iPhone or from any other backup source.” Ex. 2 to Cramer Decl. (docket no. 108-2). During his deposition in this matter, Malone explained that he sometimes deleted “random messages” from his phone, Malone Dep. at 290:12-20, Ex. 2 to Reilly-Bates Decl. (docket no. 123-2), and was aware of his obligation to preserve text messages related to this action, Malone Dep. at 281:12-15, Ex. 1 to Cramer Decl. (docket no. 108-1). In a declaration dated October 25, 2022, Malone declares that he provided the iPhone he used during CHOP to Plaintiffs' Counsel on May 3, 2021, so the phone could be imaged. Malone Decl. at ¶¶ 3-4 (docket no. 127). After Plaintiffs' Counsel returned the phone, Malone lost the device, sometime near the

29 end of May 2021. *Id.* at ¶ 5. *29

Someone later found Malone's phone and shipped it to Hunters Capital's Broadway office in Seattle. *Id.* at ¶ 5. The package containing the phone, however, was stolen after the delivery person left it on the street. *Id.* Malone's attempts to locate the device were unsuccessful, *id.* at ¶ 6, and he later learned that the image of his phone taken in May 2021 contained no text messages older than March 26, 2021. *Id.* at ¶ 7. Malone cannot explain why there were no text messages on his phone prior to March 26, 2021, *id.*, and he claims that he never deleted his entire text message history from CHOP, *id.* at ¶ 8. Although Malone admits that he occasionally deleted marketing and spam messages, he categorically denies deleting any CHOP-related messages. *Id.* at ¶ 9.

b. Richmark Label

During his deposition, Richmark Label's owner Bill Donner testified that he deleted all of his CHOP-related text messages. Donner Dep. at 197:6-200:11, Ex. 13 to Cramer Decl. (docket no. 108-13). Donner explained that he deleted his

CHOP-related messages like he “normally” does with all texts. *Id.* at 199:11-14. According to a declaration dated October 24, 2022, Donner deleted all of his text messages from the relevant time period “during or shortly after CHOP concluded on July 1, 2020, due to [his] normal habit of deleting text messages shortly after they are received.” Donner Decl. at ¶ 14 (docket no. 137). Donner declares that all of his deleted text messages “would have only been with personal family and friends.” *Id.* at ¶ 16.

c. Bergman's Lock and Key

Bergman's Lock and Key owner Lonnie Thompson testified during his deposition that he no longer has any CHOP-related text messages because he inadvertently dropped ³⁰ his phone into Lake Washington in October 2020 and lost its replacement while hiking in January 2021. Thompson Dep. at 104:3-106:13, Ex. 15 to Cramer Decl. (docket no. 10815). In a declaration dated October 21, 2022, Thompson explains that he was unable to locate either phone and did not use any form of backup or cloud-based storage. Thompson Decl. at ¶¶ 4-5 (docket no. 135). Thompson asked his employees if they had any of his CHOP-related text messages, but none had any messages to produce. *Id.* at ¶ 6.

d. Onyx HOA and Wade Biller

Wade Biller, an Onyx HOA board member and individual plaintiff in this action, is also missing CHOP-related text messages. In December 2020, Biller replaced the Android phone he used during CHOP with a new iPhone. Biller Dep. at 68:15-69:1, Ex. 14 to Cramer Decl. (docket no. 108-14). When Biller provided his old phone to Plaintiffs' Counsel in May 2021, it was “no longer functioning properly and [he] could no longer personally access” any messages on the device. Biller Decl. at ¶ 16 (docket no. 138). According to Biller, Plaintiffs' “tech consultants” have been unable to turn on the phone. *Id.* at ¶ 17.

e. The Signal Plaintiffs

Beginning in June 2020, several plaintiffs and/or their representatives began using the “Signal” messaging application to discuss the protests occurring in and around Cal Anderson Park. Biller Dep. at 63:1-64:2 (docket no. 108-14). Signal is known for “disappearing messages,” which can be automatically erased from every participant's phone after a period set by the sender. Ex. 16 to Cramer Decl. (docket no. 108-16). ³¹ These plaintiffs include Hunters Capital's co-owner Jill Cronauer, Wade Biller, Matthew Ploszaj, Richmark Label's sales and marketing manager Elle Lochelt, Hunters Capital's residential leasing manager Kayla Stevens, and Car Tender co-owner John McDermott (collectively the “Signal Plaintiffs”).

Cronauer declares that she participated in the Signal group “mostly passively for only a couple of days” and stopped using the application altogether in late June 2020. Cronauer Decl. at ¶ 6 (docket no. 134). Similarly, Ploszaj, McDermott, Lochelt, and Stevens allege that they participated passively in the Signal messaging group and discontinued use of the application in November 2020, January 2021, August 2020, and July 2020, respectively. Ploszaj Decl. at ¶ 5 (docket no. 136); McDermott Decl. at ¶ 4 (docket no. 129); Lochelt Decl. at ¶ 3 (docket no. 126); Stevens Decl. at ¶ 3 (docket no. 128). Biller's Signal messages cannot be recovered because they are saved to his earlier-discussed, inoperable Android phone. Biller Dep. at ¶ 16. All of the Signal Plaintiffs declare that they never used the application's “disappearing messages” feature. Cronauer Decl. at ¶ 10; Ploszaj Decl. at ¶ 9; McDermott Decl. at ¶ 9; Lochelt Decl. at ¶ 7; Stevens Decl. at ¶ 7; Biller Decl. at ¶ 21.

The City asks the Court for an adverse inference instruction, exclusion of evidence, and an award of fees and costs as to the Hunters Capital entities, Richmark Label, Car Tender, and Ploszaj. The City requests only fees and costs as to Biller,

³² Onyx HOA, and Bergman's Lock and Key. ³²

2. Discussion

a. Whether Plaintiffs Spoliated Evidence

i. Plaintiffs' Duty to Preserve ESI

As discussed above, the parties agree that text and/or Signal messages qualify as ESI under [Rule 37\(e\)](#), and Plaintiffs do not dispute that they were under a duty to preserve their messages. Instead, Plaintiffs argue that Wade Biller of Onyx HOA and Lonnie Thompson of Bergman's Lock and Key took reasonable steps to preserve their ESI.

ii. Reasonable Steps to Preserve

With respect to Biller, the available evidence indicates that his old phone stopped working through no fault of his own. Biller Dep. at 68:15-69:1 (docket no. 108-14). According to Biller, he placed his old phone in a drawer after he acquired a new phone in December 2020. *Id.*; Biller Decl. at ¶ 15. When he turned his old phone over to Plaintiffs' Counsel in May 2021, “it was no longer functioning properly” and he could not access the text or Signal messages on the device. Biller Decl. at ¶ 16. Unlike the City officials' conduct, which involved factory resetting phones or manually deleting text messages without ensuring that messages were preserved elsewhere, Biller stored his phone in a drawer for safekeeping. The City has not provided any evidence demonstrating that Biller failed to take reasonable steps to preserve his messages.

Similarly, the City has failed to show that Lonnie Thompson of Bergman's Lock and Key failed to take reasonable steps to preserve his messages. Thompson inadvertently lost the phone he used during CHOP while boating on Lake Washington in ³³ *33 October 2020, *see* Thompson Dep. at 105:17-106:13 (docket no. 108-15); Thompson Decl. at ¶¶ 3-4, and lost its replacement in January 2021 while hiking in the Cascades. *See* Thompson Dep. at 105:17-106:13 (docket no. 108-15); Thompson Decl. at ¶ 5. Although Thompson did not save his text messages to any external source, the City has cited no authority requiring

individuals to back up their text messages to iCloud or an equivalent service. Accordingly, the Court concludes that Biller (Onyx HOA) and Thompson (Bergman's Lock and Key) did not spoliolate evidence in this case.

iii. Whether Plaintiffs' Messages are Lost and Cannot be Replaced Through Additional Discovery

Plaintiffs also argue that the Signal Plaintiffs' messages are not lost because they have provided the City with over 8,866 Signal messages collected from a third-party participant who was involved in the neighborhood chat, *see* Reilly-Bates Decl. at ¶ 14 (docket no. 123). All of the Signal Plaintiffs, with the exception of Biller (who took reasonable steps to preserve the phone he used during CHOP), have reviewed the messages collected from the third party and do not recall sending any other messages using the Signal application. *See* Cronauer Decl. at ¶ 8; Ploszaj Decl. at ¶ 10; McDermott Decl. at ¶ 10; Lochelt Decl. at ¶ 6; Stevens Decl. at ¶ 5. Likewise, all of the Signal Plaintiffs deny using the “disappearing messages” feature. Cronauer Decl. at ¶ 10; Ploszaj Decl. at ¶ 9; McDermott Decl. at ¶ 9; Lochelt Decl. at ¶ 7; Stevens Decl. at ¶ 7; Biller Decl. at ¶ 21. Because the Signal Plaintiffs' messages are not lost, the Court concludes that the Signal Plaintiffs

34 did not spoliolate their messages. ^{*34}

Plaintiffs, however, appear to concede that Michael Malone of Hunters Capital and Bill Donner of Richmark Label spoliated their CHOP-related text messages, and they argue only that (i) the loss is not prejudicial to the City, and (ii) Malone and Donner did not act with the requisite intent. Malone does not dispute that he no longer has any text messages predating March 26, 2021, Malone Decl. at ¶ 7 (docket no. 127), or that he sometimes texted about business-related matters, *see* Malone Dep. at 232:1-233:25, 246:1-247:25, 251:1-252:25 (docket no. 108-1). Donner testified that he knowingly deleted all of his CHOP-related text messages pursuant to his habit of deleting text

messages shortly after he receives them. Donner Dep. at 197:6-200:11 (docket no. 10813); Donner Decl. at ¶¶ 12-14 (docket no. 137) (“Ever since I have used a cellphone, I have had a habit of deleting every text message in a conversation as soon as the conversation is completed.”). Accordingly, the Court concludes that Malone and Donner spoliated their CHOP-related text messages.

b. Whether Sanctions are Appropriate

The City asks the Court for an adverse inference instruction as to the Hunters Capital entities and Richmark Label, and argues that Malone (Hunters Capital's CEO) and Donner (Richmark Label's owner) deleted their text messages with the intent to deprive the City of evidence in this matter. The Court disagrees. Although Malone no longer has any text messages predating March 26, 2021, the day the City informed Plaintiffs' Counsel that some of the City's employees' text messages were missing, *see* Cramer Decl. at ¶ 4 (docket no. 108), Malone declares that he did not learn of issues with the City officials' text messages until after his phone was imaged on May 3, 2021. ³⁵ Malone Decl. at ¶ 12. Malone contends that he “never intentionally deleted text messages that would be relevant to this case or regarding CHOP or that would have been relevant to the Hunters Capital business.” Malone Decl. at ¶ 9. Although Malone admits that he sometimes deleted random marketing or spam messages, he denies ever clearing out his “entire text message history” on the phone he used during CHOP. *Id.* at ¶¶ 8-9. The City's speculation concerning the coincidental date of March 26, 2021, standing alone, is insufficient to establish intent.

Similarly, the City has not shown that Donner acted with the requisite intent to deprive the City of evidence. Donner testified during his deposition that because he deletes messages frequently, he deleted any CHOP-related text messages during the protest or shortly after it concluded on July 1, 2020. Donner Dep. at 197:9-198:9 (docket no.

108-13). Donner claims that he deleted these messages not to deprive the City of evidence, but pursuant to his longstanding habit. Donner Decl. at ¶¶ 12-14. Moreover, the City has not been prejudiced by Donner's deleted text messages. Donner contends that all of his deleted text messages “would have only been with personal family and friends,” Donner Decl. at ¶ 16, and that he does not use text messages for any business purpose at Richmark Label, *id.* at ¶ 15. Importantly, Richmark Label is a plaintiff in this action, not Donner, and how Donner's text messages about CHOP with his personal family and friends would support the City's defense against Richmark Label's claims is unclear. Thus, sanctions for Donner's missing messages are not appropriate.

The City, however, has been prejudiced by Malone's missing text messages. Although some of Malone's messages about CHOP included messages with Hunters ³⁶ Capital's co-owner Jill Cronauer and Hunter Capital's employee Michael Oaksmith, *see* Malone Decl. at ¶ 10 (docket no. 127), both of whom produced text messages in this case, *id.*, only some of Malone's text messages from before March 26, 2021, have been recreated. The Court cannot ignore that many of Malone's messages are still missing.

Further, the Hunters Capital entities claim \$2.9 million in damages in this action. *See* Def.'s Mot. (docket no. 107 at 5). Because of Malone's missing text messages, the Court finds that the City will have to rely on “incomplete and spotty” evidence at trial with respect to the Hunters Capital entities' claims. *See Skyline Advanced Tech. Servs. v. Shafer*, No. 18-cv-06641, 2020 WL 13093877, at *10 (N.D. Cal. July 14, 2020) (quoting *Leon*, 464 F.3d at 959). Because the City has suffered prejudice with respect to Malone's text messages, the City's motion for sanctions is GRANTED in part, and the Court will permit the City to present evidence and argument at trial

about Malone's missing text messages. The City is also awarded attorneys' fees and costs incurred as a result of Malone's spoliation of evidence.¹⁵

¹⁵ The City's request that the Court re-open discovery for a limited period is DENIED. The City initially alleged that Hunters Capital's co-owner Jill Cronauer failed to produce certain emails and text messages. Because Plaintiffs have since produced responsive messages and emails, the City has withdrawn the portion of its motion related to Cronauer. *See* Def.'s Reply (docket no. 153 at 4 n.1).

Conclusion

For the foregoing reasons, the Court ORDERS:

37 *37

(1) Plaintiffs' motion for spoliation sanctions, docket no. 104, is GRANTED in part and DENIED in part. The Court will instruct the jury that it *may* presume that the City officials' text messages (deleted after Plaintiff's commenced this action) were unfavorable to the City, and Plaintiffs will be allowed to present evidence and argument at trial regarding the City's deletion of the text messages. Plaintiffs are AWARDED attorneys' fees and costs (including expert-related costs) incurred as a result of the City's spoliation of evidence. Except as GRANTED, Plaintiffs' motion and all other requested remedies are DENIED.

(2) The City's motion for spoliation sanctions, docket no. 107, is GRANTED in part and DENIED in part. The City will be allowed to present evidence and argument at trial regarding Malone's missing text messages, and the City is AWARDED attorneys' fees and costs incurred as a result of the Hunters Capital entities' spoliation of evidence. Except as GRANTED, the City's motion and all other requested remedies are DENIED.

(3) On or before Thursday, February 16, 2023, the parties shall file (i) declarations reciting the amount of attorneys' fees and costs incurred in seeking the spoliated text messages, and (ii) the documentation necessary to support such amounts, and they shall note their filings for the Court's consideration no later than the third Friday thereafter.¹⁶ The parties may file any responses or replies in accordance with LCR 7(d).

¹⁶ The City's declaration shall be limited to the amount it incurred seeking missing text messages from Hunters Capital's founder Michael Malone.

(4) The Clerk is directed to send a copy of this
38 Order to all counsel of record. *38

IT IS SO ORDERED.
