

June 8, 2015

RECEIVED

JUN 08 2015

MAYOR'S OFFICE

Mayor David Condon
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Theresa Sanders
City Administrator
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Re: Reimbursement Claim/Agreement


Dear Mayor Condon and Ms. Sanders:

As you know, you recently accommodated our client concerning a City employment matter. As part of that process the City agreed and promised to reimburse our client for certain fees and expenses incurred relating to that accommodation.

The total amount of those fees and expenses to be reimbursed is \$13,276.89. We understand that the bills and documentation have been previously provided to Ms. Sanders. This letter is to formalize our client's claim/request for payment pursuant to the contractual agreement reached. Thank you in advance for facilitating this. If you have any questions, feel free to contact me.

Very truly yours,

DUNN BLACK & ROBERTS, P.S.



ROBERT A. DUNN

cc: Client

June 17, 2015

Mayor David Condon
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Ms. Theresa Sanders
City Administrator
Spokane City Hall
808 W. Spokane Falls Blvd.,
Spokane, WA 99201

Via Hand Delivery

Re: Reimbursement Claim/Agreement

Dear Mayor Condon and Ms. Sanders:

The City is continuing to balk at paying the agreed and promised reimbursement to our client for certain fees and expenses incurred relating to her involvement in the City employment matter at issue.

Despite my prior request dated June 8, 2015, you have again advised my client, (and City Attorney Isserlis has since informed me) that a formal claim supposedly needs to be submitted for the previously promised reimbursement. This is despite the fact that the Mayor's office has authority to approve minor contract claims, which is what this is. A promise was made for services rendered, my client relied on those promises, and then performed as requested. Thus, insistence upon a formal tort claim is not only unnecessary, but counterproductive to all concerned. The City should know by now that I have absolutely no problem filing tort claims against it. However in this situation, that was not the course my client wanted to pursue, nor was it the agreement. But if you are adamant that a formal claim is really required to process the reimbursement that was promised, I submit that it will be something along the following lines:

"... that the City and specifically Mayor Condon knew or should have known about the candidate's personal relationship improprieties with female subordinates, yet nonetheless intentionally ignored such information while personally choosing to recruit

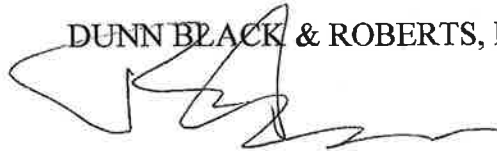
Mayor David Condon
Ms. Theresa Sanders
June 17, 2015
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and hire that person into a high level City Department Head position, and then despite such notice, did absolutely nothing to supervise or monitor that hire's subsequent predatory and sexually inappropriate misconduct and outrageous interactions, including physical and emotional assaults with and against subordinate female City employees; causing and creating a work environment so sexually charged and hostile that it caused the constructive discharge of my client who suffered significant emotional injury and upset such that it required health counseling, etc. Thus the claimed amount against the City and the above named City officials for such tortious and unlawful misconduct is an amount not less than \$500,000."

Of course, we all understand that any such claim will necessarily become public record, with no assurance that it will not be discovered and aggressively pursued by the media. If front page, above the fold exposure is really what you are wanting us to experience because of an unwillingness to simply address the reimbursement request that was previously promised, then that is precisely what we will be encountering as a result of unreasonably insisting upon a formal Claim Notice. The City has until Friday, noon, to acknowledge its obligation and to reimburse the requested amounts, or I will proceed accordingly just as you have insisted.

Very truly yours,

DUNN BLACK & ROBERTS, P.S.

A handwritten signature in black ink, appearing to read 'Robert A. Dunn', is written over the printed name below.

ROBERT A. DUNN

cc: Nancy Isserlis, City Attorney



OFFICE OF THE CITY ATTORNEY
808 W. SPOKANE FALLS BLVD.
SPOKANE, WASHINGTON 99201-3326
509.625.6225
509.625.6277 FAX

NANCY L. ISSERLIS
CITY ATTORNEY

PAT J. DALTON
SENIOR ASSISTANT CITY ATTORNEY

ASSISTANT CITY ATTORNEYS

SALVATORE J. FAGGIANO	MICHAEL J. PICCOLO
MATTHEW M. FOLSOM	JAMES A. RICHMAN
ERIN A. JACOBSON	ELIZABETH L. SCHOEDEL
ASHLEY C. MARSHALL	TIMOTHY E. SZAMBELAN
MARY F. MURAMATSU	HUNT M. WHALEY
NATHANIEL J. ODLE	

RECEIVED

June 18, 2015

JUN 19 2015

DUNN, BLACK
& ROBERTS

Robert A. Dunn
Dunn, Black & Roberts, P.S.
111 N. Post St., Ste. 300
Spokane, WA 99201

Dear Bob:

I am responding to your letter addressed to the Mayor and Theresa Sanders received yesterday.

Your client has repeatedly informed Ms. Sanders that she does not want any publicity. She also adamantly resisted any investigation into the type of alleged conduct that you referenced in your hypothetical claim language. The City immediately accommodated her request for reassignment, and it appears that she is doing well in her new role.

As you and I have previously discussed, it will be necessary for your client or you to file a claim to reimburse her for the costs she has incurred, and for which she is seeking reimbursement. Absent a court order allowing her to file a claim as "Jane Doe," we are forbidden by state law from paying for these expenses absent a claim being filed. We have received copies of the expenses for which your client is seeking reimbursement. Ms. Sanders has informed your client that the expenses will be paid *if* a claim is filed. No other agreement has been made. Your client has also been advised that, while the City would take no affirmative action to publicize the filing of the claim, the City routinely receives public records requests for all claims submitted to and paid by the City.

To circumvent this process would require me to violate the Rules of Professional Conduct, the City Code of Ethics and state law – none of which I intend to do.

I enclose a copy of the claim form.

Very truly yours,

Nancy L. Isserlis
City Attorney

Encl.

CLAIM FOR DAMAGES
CITY OF SPOKANE, WASHINGTON

PLEASE PRINT
IN BLACK INK

Space for Clerk's Stamp

1. Claimant's Name: _____

Residence: _____

(List full address: Street, City, State, Zip Code)

Phone #: Home _____ Work _____ Birthdate: _____

2. Residence of claimant for six months prior to the time the claim of damages accrued (if different): _____

3. Name, address and telephone of owner of any damaged property if not given above: _____
 TOTAL CLAIM: \$ _____

4. CLAIM INCIDENT DATE: _____ TIME: _____ PLACE: _____

DESCRIPTION OF INCIDENT: (Give full account; describe how the City was at fault. List defects causing loss and City acts or omissions) _____

Attachments (Attach additional sheets if necessary.)

5. Give an itemization of your claim, listing specific losses actually sustained or expected: _____

Attachments (Attach bills, statements, estimates or other proof of your specific items of loss.)

6. Were any other persons involved in the incident? Give details with name, address and telephone: _____

7. Name, address and telephone of witnesses or persons with further information: _____

8. Is claimant willing to settle or compromise? If so, state amount acceptable as full settlement: \$ _____

NOTE: Please see Spokane Municipal Code 4.02.030 for further information on claim requirements.

MEDICAL INFORMATION DISCLAIMER: Per chapter 42.56 RCW (Public Records Act), a filed Claim for Damages and its attachments are subject to public disclosure. If you have any attachments to this claim containing medical information, please enclose those attachments in a sealed envelope marked with your name and the phrase "Medical Contents."

STATE OF WASHINGTON)
 County of Spokane)

I, _____ (print name), being first duly sworn, on oath, depose and say: That I have read the foregoing claim, know the matter therein contained, and the same is true to the best of my knowledge.

 Claimant

SUBSCRIBED AND SWORN to before me this _____ day of _____, 20_____.

FILE COMPLETED FORM WITH:
 Spokane City Clerk's Office
 Fifth Floor, Municipal Bldg.
 808 W. Spokane Falls Blvd.
 Spokane WA 99201-3342
 509-625-6350

 Notary Public in and for the State of Washington,
 Residing at _____
 My commission expires _____