

# CLAIM FOR DAMAGES

CITY OF SPOKANE, WASHINGTON

PLEASE PRINT  
IN BLUE OR BLACK INK

Source for Court's Stamp

1. Claimant's Name: URBANNA, INC.  
Residence: 104 S. DIVISION ST., SPOKANE, WA 99202  
c/o Eowen Rosentrater Attorneys, 108 N. WASHINGTON ST., STE. 402, SPOKANE, WA 99201  
(List full address: Street, City, State, Zip Code)

Phone #: Home 509-747-7076 Work (509) 868-5389 Birthdate: 10/19/2009 (Business Start Date)  
(Attorney Number)

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: VARIED/ ONGOING TIME: \_\_\_\_\_ PLACE: \_\_\_\_\_

DESCRIPTION OF INCIDENT: (Give full account; describe how the City was at fault. List defects causing loss and City acts or omissions) \_\_\_\_\_  
SEE ATTACHED COMPLAINT AS APPENDIX A

☐ Attachments (Attach additional sheets if necessary.)

5. Give an itemization of your claim, listing specific losses actually sustained or expected: \_\_\_\_\_  
SEE ATTACHED ITEMIZATION OF DAMAGES AS APPENDIX B

☐ 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: \_\_\_\_\_  
SEE ATTACHED COMPLAINT, APPENDIX A

7. Name, address and telephone of witnesses or persons with further information: \_\_\_\_\_  
SEE ATTACHED WITNESS LIST AS APPENDIX C

8. Is claimant willing to settle or compromise? If so, state amount acceptable as full settlement: \$3,491,000

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, LINDA BIEL, owner, URBANNA, INC. (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.

SUBSCRIBED AND SWORN to before me this 19<sup>th</sup> day of August, 2025.  
Linda Biel Claimant

**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



[Signature]  
Notary Public in and for the State of Washington,  
Residing at SPokane  
My commission expires 9/12/2026

Rev. 04.19.2024

URBANNA, INC., a Washington corporation,

Plaintiff,

vs.

CITY OF SPOKANE, a Washington State municipality, CATHOLIC HOUSING SERVICES OF EASTERN WASHINGTON, a Washington nonprofit corporation, FR BACH II HOUSING, LLC, a Washington limited liability company, FR BACH HOUSING III, LLC, a Washington limited liability company, VALOR HAVEN, LLC, a Washington corporation, FATHER BACH HOUSING IV, LLC, a Washington limited liability corporation, FR BACH HOUSING V, LLC, a Washington limited liability corporation, CATHOLIC CHARITIES OF SPOKANE, a Washington nonprofit corporation, and ROBERT J. MCCANN, an individual,

Defendants.

CLAIM FOR DAMAGES  
APPENDIX A: COMPLAINT

COMES NOW, URBANNA, INC., Plaintiff, and alleges the following causes of action against the above-captioned Defendants as follows:

**I. JURISDICTION AND PARTIES**

1.1 Plaintiff, Urbanna, Inc., is a Washington corporation, with its principal place of business at 104 S. Division St., Spokane, Washington.

1.2 Upon information and belief, Catholic Housing Services of Eastern Washington is a nonprofit corporation, conducting business in Spokane County, Washington.

1.3 Upon information and belief, Catholic Charities of Spokane a/k/a Catholic Charities of the Diocese of Spokane is a nonprofit corporation, conducting business and owning real property in Spokane County, Washington.

1.4 Upon information and belief, Defendants Valor Haven, LLC, Fr Bach II Housing, LLC, Fr Bach Housing III, LLC, Fr Bach Housing IV, LLC, Fr Bach Housing V, LLC, are each Washington limited liability companies, which own real property in Spokane, Washington.

1.5 Upon information and belief, the City of Spokane is a Washington State municipality.

1.6 Upon information and belief, Robert J. McCann is an individual residing in Spokane County, Washington.

1.7 All of the acts alleged herein occurred in Spokane County, Washington. Venue is proper in this Court pursuant to RCW ch. 7.48; RCW 4.28.010.

1.8 Jurisdiction is proper in this Court. RCW 2.08.010.

1.9 Plaintiff has satisfied all precedents to suit.

## II. BACKGROUND FACTS

2.1 Plaintiff incorporates paragraphs 1.1 to 1.9 as though fully set forth herein.

***Beatriz and Ed Schweitzer Haven/ Fr Bach Housing V, LLC***

2.2 Upon information and belief, Defendant Fr Bach Housing V, LLC is the owner of real property located at 9 E. 1<sup>st</sup> Street, Spokane, Washington, which is operated by Catholic Charities as low-income housing under the name of the Beatriz and Ed Schweitzer Haven, and opened in approximately 2019.

2.3 Fr Bach Housing V, LLC was formed by the Washington Secretary of State on December 11, 2017. Robert J. McCann as President of Catholic Housing Services of Eastern

1 Washington was the executor of the certificate formation for the entity, which was executed on  
2 December 5, 2017. Upon information and belief, it is not a nonprofit or 501(c)(3) categorized entity.

3         2.4         The governor of Fr Bach Housing V, LLC is Fr Bach V Manager, LLC. Fr Bach V  
4 Manager, LLC was formed on December 11, 2017. Robert J. McCann as President of Catholic Housing  
5 Services of Eastern Washington was the executor of the certificate for formation for the entity, which  
6 was executed on December 5, 2017. Upon information and belief, it is not a nonprofit or 501(c)(3)  
7 categorized entity.  
8

9         2.5         Both Fr Bach Housing V, LLC and Fr Bach V Manager, LLC list their principal office  
10 street address as 12 E. 5<sup>th</sup> Ave., Spokane, Washington, which is the same principal office for Catholic  
11 Housing Services of Eastern Washington.  
12

13         2.6         On or about March 7, 2019, Fr Bach Housing V, LLC purchased the property located  
14 at 9 E. 1<sup>st</sup> Street in Spokane, Washington, which was vacant land at the time, from Catholic Housing  
15 Services of Eastern Washington for \$325,000. Upon information and belief, Fr Bach Housing V, LLC  
16 obtained a loan from Catholic Housing Services of Eastern Washington in the amount of up to  
17 \$370,000 in conjunction with the purchase of the property. See, Spokane County Auditor No. 6788849.  
18

19         2.7         On March 7, 2019, Fr. Bach Housing V, LLC assumed a Catholic Housing Services of  
20 Eastern Washington loan for One Million Five Hundred Thousand Dollars (\$1,500,000) owed to the  
21 Department of Commerce. See, Assignment, Assumption and Consent Agreement, recorded under  
22 Spokane County Auditor No. 6788846. Robert J. McCann executed the Assignment Agreement on  
23 behalf of both the Grantor and the Grantee.

24         2.8         Fr Bach Housing V, LLC obtained financing for building the Beatriz & Ed Schweizer  
25 Haven through use of Low-Income Housing Tax Credits, taking out another loan for \$7,200,000 from  
26 Wells Fargo Bank. See, Spokane County Auditor No. 6788854.

1           2.9           A Low-Income Housing Covenant Agreement was recorded on March 18, 2019  
2 required that 50 out of 51 residential units at the 9 E. 1<sup>st</sup> Street location be “rented to households that at  
3 the time of initial occupancy have gross annual household incomes at or below 50% of the local area  
4 median income for Spokane-Spokane Valley, WA Metropolitan Statistical Area...” See, Spokane  
5 Auditor No. 6788839.  
6

7           2.10          Beatriz and Ed Schweitzer Haven started providing low-income housing in late 2019.

8           2.11          Upon information and belief, the tenants in the Beatriz and Ed Schweitzer Haven do  
9 not pay rent; rather, the federal government pays “full fair market rent” to Catholic Charities for all  
10 qualifying tenants.

11           2.12          On January 27, 2021, the debt to Wells Fargo was paid in full, and a Deed of  
12 Reconveyance was recorded under Spokane County Auditor No. 7026982 as all sums owed to Wells  
13 Fargo had been “fully paid, satisfied, or otherwise discharged.”  
14

15           2.13          According to public records, approximately 42.31% of the tenants at the Beatriz & Ed  
16 Schweitzer Haven were not previously residents of the City of Spokane, but rather relocated from  
17 outside of the City of Spokane, with many residing previously outside of the State of Washington.

18           2.14          Of these out-of-state residents, upon information and belief, currently all but three of  
19 the tenants have criminal records, which both pre-date their move to Spokane, and which have occurred  
20 since residing at Beatriz & Ed Schweitzer Haven.  
21

22           2.15          Prior to the opening of this facility, there were minimal crime and incident reports at  
23 or near the location. However, since the facility has opened, crime has spiked to between 47-191 crimes  
24 and incident calls (i.e., law enforcement, fire department, ambulance) occurring in and around the  
25 facility every six months from 2021-2024.  
26

1           2.16       For instance, in the six-month period of June 2023 through November 2023,  
2 approximately 146 calls were made for incidents *within* the facility, ranging from calls for medics,  
3 vehicle theft, vehicle prowling, burglary, threats, shooting, sex crimes, drugs, trespassing, noise, and  
4 dead-on arrival.

5           2.17       Upon information and belief, the crimes occurring in and around the facility continue  
6 to occur regularly and frequently.

7           2.18       Beatriz & Ed Schweitzer Haven is a chronic nuisance property as defined by Spokane  
8 Municipal Code and Washington law.

9           2.19       Both the residents of the facility and the public residing and conducting business in  
10 the vicinity of the facility are impacted and harmed by the crime that Catholic Charities and the City of  
11 Spokane have allowed to persist due to insufficient protections, oversight, and lack of enforcement of  
12 city and state laws.

13  
14  
15                           ***The Marilee / Fr Bach Housing II, LLC***

16           2.20       Upon information and belief, Fr Bach II Housing, LLC is the owner of real property  
17 located at 217 E. 2<sup>nd</sup> Avenue, Spokane, Washington known as The Marilee, operated by Catholic  
18 Charities as low-income housing, which opened in approximately spring of 2016.

19           2.21       Fr Bach II Housing, LLC was formed by the Washington Secretary of State on  
20 December 18, 2014. Upon information and belief, it is not a nonprofit or 501(c)(3) categorized entity.  
21 Robert McCann as President for Catholic Housing Services of Eastern Washington was the executor of  
22 the certificate of formation for the entity, which was executed on December 17, 2014, and filed with the  
23 Secretary of State on December 18, 2014.

24           2.22       The governor of Fr Bach II Housing, LLC is CHSEW MM, LLC, which itself is  
25 governed by Catholic Housing Services of Eastern Washington. CHSEW MM, LLC was formed by the  
26

1 Washington Secretary of State on May 13, 2015. Upon information and belief, it is also not a nonprofit  
2 or 501(c)(3) categorized entity. Robert McCann as President of Catholic Housing Services of Eastern  
3 Washington was the executor of the certificate of formation for the entity, which was executed on May  
4 11, 2015.

5           2.23       Both Fr Bach II Housing, LLC and CHSEW MM, LLC list their principal street  
6 address as 12 E. 5<sup>th</sup> Ave., Spokane, Washington, which is the same principal office for Catholic  
7 Housing Services of Eastern Washington.

8           2.24       Fr Bach II Housing, LLC purchased the property located at 217 E. 2<sup>nd</sup> Avenue on or  
9 about June 23, 2015, from Catholic Housing Services of Eastern Washington for \$300,000.

10           2.25       A Special Warranty Deed was recorded on June 24, 2015, under Spokane County  
11 Auditor No. 6410832, wherein Catholic Housing Services of Eastern Washington granted the real  
12 property located at 217 E. 2<sup>nd</sup> Avenue, Spokane, Washington to Fr Bach II Housing, LLC by Special  
13 Warranty Deed.

14           2.26       On June 16, 2015, Spokane County loaned One Million Two Hundred Thousand  
15 Dollars (\$1,200,000) to Fr Bach II Housing, LLC for the new construction of The Marilee, a 51-unit  
16 building for low-income households. The source of the funds used by Spokane County for the loan  
17 were funds generated under Substitute House Bill 2060, "Affordable Housing Trust Fund (2060)." See,  
18 Spokane County Auditor No. 6410838.

19           2.27       In the AHTF (260) Affordability Covenant Regulatory Agreement, Fr Bach II  
20 Housing LLC agreed to construct new rental housing, with 23 studio units and 28 one-bedroom units.  
21 50 of the units in Marilee facility must be rented to "Qualified Tenants."

22           2.28       Fr Bach II Housing LLC was required to develop and submit a Tenant Selection  
23 Policy, to be approved by the County.  
24  
25  
26

1           2.29       Fr Bach II Housing, LLC also obtained financing for the Marilee and Buder Haven  
2 projects through the use of Low-Income Housing Tax Credits from Wells Fargo Bank on or about June  
3 24, 2015, in the amount of Seven Million Eight Hundred Thousand Dollars (\$7,800,000) for  
4 development. See, Spokane Auditor No. 6410896.

5           2.30       Wells Fargo's Deed of Trust had financial priority over Spokane County's Deed of  
6 Trust in order of payment of the loans. See, Priority and Subordination Agreement, Recorded under  
7 Spokane Auditor No. 6410896.

8           2.31       In late 2016, the debt to Wells Fargo was paid in full and a Deed of Reconveyance  
9 was recorded under Spokane County Auditor No. 0542461 as all sums owed to Wells Fargo had been  
10 "fully paid, satisfied, or otherwise discharged."

11           2.32       The Marilee, which is or was to be operated by Volunteers of America began  
12 providing low-income housing for people struggling with chronic homelessness, mental illness,  
13 substance abuse, and other challenges in July 2016.

14           2.33       While the stated purpose of the Marilee and Buder Haven projects was to "take around  
15 100 people off of the streets," public records show that the Marilee's tenants are predominantly from  
16 out of the Spokane area, the majority of the tenants are from outside of the State of Washington.

17           2.34       Of these out-of-state residents, upon information and belief, many have criminal  
18 records, which both pre-date their move to Spokane, and which have occurred since residing at Marilee.

19           2.35       Housing First advocates say the approach saves money by reducing the number of  
20 emergency service calls to deal with chronically homeless people." "Catholic Charities, Volunteers of  
21 America Open Two New High-Rises for the Homeless." Spokesman Review (July 28, 2016). However,  
22 prior to the opening of the Marilee facility, there were no incident calls or crime in the vicinity of where  
23  
24  
25  
26

1 the facility is now located. Since Marilee has opened, crime has spiked to between 131-281 incidents  
2 and crimes occurring in and around the facility every six months from 2018-2023.

3 2.36 For instance, for the six-month period of January 2018 through June 30, 2018, 131  
4 calls were made for incidents *within* the facility, with calls ranging from shootings, disorderly conduct,  
5 medics, trespassing, arguments, noise, domestic violence, assault, harassment, and suicide.

6 2.37 By way of another example, for the six-month period of June 2021 through December  
7 2021, 153 calls were made for incidents within and near the facility, with calls ranging from medics,  
8 theft, robbery, assault noise, arguments, domestic violence, theft, trespassing, dead on arrival, stabbing,  
9 abuse, burglary, suicide, warrants, and hazmat.

10 2.38 By way of another example, for the six-month period of June 2023 through December  
11 2023, there were 281 calls, with incidents ranging from abuse, noise, threats, medics, domestic  
12 violence, drugs, trespassing, robbery, warrants, harassment.

13 2.39 Upon information and belief, the crimes and incidents occurring in and around the  
14 facility continue to occur regularly and frequently.

15 2.40 Marilee is a chronic nuisance property as defined by Spokane Municipal Code and  
16 Washington law.

17 2.41 Both the residents of the facility and the public residing and conducting business in  
18 the vicinity of the facility are impacted and harmed by the crime that Catholic Charities and the City of  
19 Spokane have allowed to persist due to insufficient protections, oversight, and lack of enforcement of  
20 city and state laws.

21 //

22 //

***Buder Haven / Fr Bach II Housing, LLC***

2.42 Upon information and belief, Defendant Fr Bach II Housing, LLC is also the owner of real property located at 201 E. 2<sup>nd</sup> Avenue, Spokane, Washington, which is operated the name of Buder Haven, by Catholic Charities of Spokane, opened in approximately July 2016.

2.43 Catholic Housing Services of Eastern Washington sold the property to Fr Bach II Housing LLC on or about June 23, 2015 for \$300,000. A Special Warranty Deed dated June 23, 2015 was recorded on June 24, 2015 under Spokane County recording no. 6410832.

2.44 On June 24, 2015, a Deed of Trust Assignment of Leases and Rents, Security Agreement and Fixture Filing was recorded with Fr Bach Housing II LLC as the grantor, and the County of Spokane as the beneficiary.

2.45 The same day, a Priority and Subordination Agreement was recorded under Spokane County recording no. 6410896, relating to Buder Haven Apartments. The parties to that Agreement were Fr Bach II Housing LLC, Catholic Housing Services of Eastern Washington, Spokane County, Wells Fargo Bank, and Washington State Housing Finance Commission.

2.46 In the Agreement, Fr Bach II Housing LLC, as the owner of the real property, which was to be developed using a “combination of public and private funds from various sources.” The property was to include construction of an apartment building consisting of 51 dwelling units (one manager’s unit).

2.47 Fr Bach II Housing LLC used Low Income Housing Tax Credits (“LIHTC”) in the financing of the development.

2.48 Fr Bach II Housing LLC entered into a Bank Loan Agreement with Wells Fargo, wherein Wells Fargo loaned Buder Haven up to \$7,800,000 to finance the development.

1           2.49       Fr Bach II Housing LLC also borrowed \$1,200,000 from the County of Spokane to  
2 finance the development.

3           2.50       CHSEW retained the right of first refusal to purchase the Company's interest in the  
4 Property, but that option was not recorded.

5           2.51       Upon information and belief, the City of Spokane also contributed \$1,400,000 for the  
6 construction.

7  
8           2.52       On July 1, 2016, Fr Bach II Housing LLC and the Washington State Department of  
9 Commerce entered into a Use Agreement recorded under Spokane County recording no. 7372975 on  
10 September 17, 2024.

11          2.53       Under that Use Agreement, the Washington State Department of Commerce agreed to  
12 provide funding by way of Rental Assistance Payments for units assisted by Section 811 of NAHA to  
13 Fr Bach II Housing LLC. Fr Bach II Housing LLC agreed that it would operate a predetermined  
14 number of units in accordance with Section 811 Project Rental Assistance Demonstration Program,  
15 Rental Assistance Contract (RAC), HUD PRA Demo requirements for a period of 30 years, with  
16 guaranteed income for that time period.

17  
18          2.54       Fr Bach II Housing LLC promised to keep books and accounts of the operations of the  
19 property in accordance with the relevant HUD requirements related to the PRA Demo, or any successor  
20 program.

21  
22          2.55       On October 10, 2016, a Deed of Reconveyance was recorded at the request of Wells  
23 Fargo Bank for the Buder Haven property, as the debt had been repaid by Buder Haven.

24          2.56       Prior to opening of Buder Haven Apartments, Catholic Charities reported that the  
25 property was being renamed from Fr Bach II Housing to Buder Haven. Fr Bach II Housing LLC, a for-  
26 profit entity, remains the owner of the real property.

1           2.57       Buder Haven began providing low-income housing in the spring of 2016.

2           2.58       Buder Haven and Marilee are situated on the same block in downtown Spokane. Thus,  
3 similarly, while it was stated that the projects would take approximately 100 people off of the streets of  
4 downtown Spokane, that has not occurred and calls for emergency services and crimes have spiked in  
5 the area as a direct result of the presence of the buildings in the area.  
6

7           2.59       Public records show, as with Marilee, that Buder Haven's tenants are predominantly  
8 from out of the Spokane area, many of the tenants have been and are from outside of the State of  
9 Washington.

10          2.60       Of these out-of-state residents, upon information and belief, many have criminal  
11 records, which both pre-date their move to Spokane, and which have occurred since residing at Buder  
12 Haven.  
13

14          2.61       Upon information and belief, prior to the opening of Buder Haven, there was minimal  
15 crime in the vicinity of where Buder Haven is located. However, since Buder Haven opened, crime and  
16 incident calls to law enforcement, ambulance, and the fire department have spiked to between  
17 approximately 583-856 incidents and crimes occurring in the vicinity of Buder Haven in each six-  
18 month period, from 2018 through 2023.

19          2.62       Upon information and belief, in addition to crimes and incident calls in the vicinity, a  
20 number of incident calls and crimes are consistently reported *within* the facility. By way of example,  
21 from January 1, 2018 through June 30, 2018, approximately 102 crimes and incident calls were  
22 reported within the facility. From June 1, 2021 through December 31, 2021, approximately 114 crimes  
23 and incident calls were reported within the facility. From January 11, 2023 through July 2, 2023,  
24 approximately 53 crimes and incident calls were reported within the facility. These calls relate to calls  
25  
26

1 for disorderly conduct, noise, welfare checks, medics, theft, dead on arrival, abuse, shooting, domestic  
2 violence, warrant arrests, etc.

3 2.63 Upon information and belief, the crimes and incident calls occurring in and around  
4 Buder Haven continue to occur regularly and frequently.

5 2.64 Buder Haven is a chronic nuisance property as defined by Spokane Municipal Code  
6 and Washington law.

7 2.65 Both the residents of the facility and the public residing and conducting business in  
8 the vicinity of the facility are impacted and harmed by the crime that Catholic Charities and the City of  
9 Spokane have allowed to persist due to insufficient protections, oversight, and lack of enforcement of  
10 city and state laws.

11  
12 ***Donna Hanson Haven / Fr Bach Housing III, LLC***

13 2.66 Upon information and belief, Fr Bach Housing III, LLC is the owner of real property  
14 located at 24 W. 2<sup>nd</sup> Avenue, Spokane, Washington, which is operated by Catholic Charities as low-  
15 income housing under the name of Donna Hanson Haven.

16 2.67 Donna Hanson Haven opened and began providing housing in approximately July,  
17 2017. Upon information and belief, residents pay approximately 30% of their income in rent, the  
18 remainder of the rent payments are paid through government subsidies, loans, and grants. Once a  
19 resident has a unit, they may stay for life.

20 2.68 Fr Bach Housing III, LLC was formed by the Washington Secretary of State on  
21 December 22, 2015. Robert McCann as President of Catholic Housing Services of Eastern Washington  
22 was the executor of the certificate of formation for the entity, which was executed on December 22,  
23 2015. Upon information and belief, Fr Bach Housing III is not a nonprofit or 501(c)(3) categorized  
24 entity.

1           2.69       The governor of Fr Bach Housing III, LLC is FBH III Manager LLC. FBH III  
2 Manager LLC was formed by the Washington Secretary of State on December 22, 2015. Again, Robert  
3 McCann as President of Catholic Housing Services of Eastern Washington was the executor of the  
4 certificate of formation for that entity, which was executed on December 22, 2015. Upon information  
5 and belief, it is not a nonprofit or 501(c)(3) categorized entity. FBH III Manager LLC's governor is  
6 Catholic Housing Services of Eastern Washington.  
7

8           2.70       Both Fr Bach Housing III, LLC and FBH III Manager LLC list their principal office  
9 street address as 12 E. 5<sup>th</sup> Ave., Spokane, WA, which is the same principal office as Catholic Housing  
10 Services of Eastern Washington.

11           2.71       Fr Bach Housing III, LLC purchased the property located at 24 W. 2<sup>nd</sup> Avenue from  
12 Catholic Housing Services of Eastern Washington on or about September 12, 2016 for \$600,000;  
13 \$134,400 below the then-assessed value of the property of \$734,400.  
14

15           2.72       On September 15, 2016, a Special Warranty Deed was recorded under Spokane  
16 County Auditor No. 6534957 wherein Catholic Housing Services of Eastern Washington transferred  
17 ownership of the real property to Fr Bach Housing III, LLC.

18           2.73       On the same day, Fr Bach Housing III, LLC assumed from CHSEW, a Department of  
19 Commerce Loan to Catholic Housing Services of Eastern Washington in the amount of One Million  
20 Seven Hundred Seventy-One Thousand Seven Hundred Fifty Dollars (\$1,771,750). See, Assignment,  
21 Assumption and Consent Agreement, recorded under Spokane County Auditor No. 6534966. Robert  
22 McCann executed the Agreement on behalf of both the Grantor and the Grantee.  
23

24           2.74       Wells Fargo Bank had agreed to lend Fr Bach Housing III, LLC up to Seven Million  
25 Eight Hundred Thousand Dollars (\$7,800,000) through use of Low-Income Housing Tax Credits to  
26

1 finance the construction of the apartment building consisting of 51 dwelling units. See, Priority and  
2 Subordination Agreement recorded under Spokane Auditor No. 6534969.

3 2.75 Fr Bach Housing III, LLC obtained financing for the development of the Donna  
4 Hanson House through use of the Low-Income Housing Tax Credits ("LIHTC"). *Id.*

5 2.76 CHSEW assigned its rights and Fr Bach Housing III, LLC assumed CHSEW's  
6 obligations under the Washington Department of Commerce Loan and the loan by Wells Fargo.  
7 However, CHSEW retained the right of first refusal and a purchase option agreement to purchase the  
8 property from Fr Bach Housing III, LLC.  
9

10 2.77 A Deed of Reconveyance was recorded on August 16, 2016 under Spokane Auditor  
11 No. 6734666 at the request of Wells Fargo Bank as all sums owed had "been fully paid, satisfied, or  
12 otherwise discharged."  
13

14 2.78 Prior to opening of Donna Hanson House, Catholic Charities reported that the  
15 property was being "renamed" from Fr Bach III Housing to Donna Hanson. This is a misrepresentation  
16 as Fr Bach III Housing LLC, a for-profit entity, remains the owner of the real property.

17 2.79 Despite having satisfied its obligations under the Wells Fargo Bank loan, Fr Bach  
18 Housing III continued to, through Catholic Charities of Spokane, seek and obtain funding from the City  
19 of Spokane.  
20

21 2.80 On April 9, 2018, Spokane City Council approved funding under the Continuum of  
22 Care program fund in the amount of \$186,705. On or about April 1, 2019, funding was increased to  
23 \$188,311. Again in 2024-2025, the City of Spokane awarded another \$223,013 to Donna Hansen  
24 Haven under the Continuum of Care program.

25 2.81 According to public records, most tenants in Donna Hansen Haven were not  
26 previously residents of the City of Spokane, but rather relocated to Spokane from other states, such as

1 Idaho; Arizona; Arkansas; Missouri; and Montana, or from other cities in Washington outside of  
2 Spokane, such as Olympia, Moses Lake, Spokane Valley, and Airway Heights.

3 2.82 Of these out-of-Spokane area tenants, upon information and belief, most have criminal  
4 records, which both pre-date their move to Spokane and which have occurred since residing within  
5 Donna Hanson Haven.  
6

7 2.83 Prior to the opening of Donna Hanson Haven, there were significant incidences of  
8 crime and incident calls in the two-block radius of the Haven due to the operations of House of  
9 Charities, Father Bach Haven, the Marilee, and Buder Haven. However, upon Donna Hanson Haven  
10 beginning operations, incidences of crime and incident calls jumped from approximately 610 calls from  
11 November 18, 2016 through June 30, 2018 to approximately 1,192 crime and incident calls from  
12 January 1, 2108 through April 18, 2018. From July 1, 2021 through December 31, 2021, there were  
13 approximately 991 crime and incident calls. The number of crime and incident calls in the two-block  
14 radius around Donna Hanson Haven continue to occur consistently and frequently.  
15

16 2.84 Since Donna Hanson Haven began operations, crime and incident calls relating to  
17 activity *within* the facility have persisted with approximately between 130-257 crime and incident calls  
18 every six months. These calls are made to law enforcement, medics, and fire relating to assault, crisis,  
19 disorderly conduct, drugs, warrants, abuse, domestic violence, lewd conduct, noise, rape, harassment,  
20 detox, stabbing, suicide, and so on.  
21

22 2.85 Upon information and belief, the crimes and incident calls occurring in and near the  
23 Donna Hanson Haven continue to occur regularly and frequently.

24 2.86 Donna Hanson Haven is a chronic nuisance property as defined by Spokane Municipal  
25 Code and Washington law.  
26

1           2.87       Both the residents of the facility and the public residing and conducting business in  
2 the vicinity of the facility are impacted and harmed by the crime that Catholic Charities and the City of  
3 Spokane have allowed to persist due to insufficient protections, oversight, and lack of enforcement of  
4 city and state laws.

5  
6                           ***Jacklin Family Haven/ Fr Bach Housing IV, LLC***

7           2.88       Upon information and belief, Defendant Fr Bach Housing IV, LLC is the owner of  
8 real property located at 164 S. State St., Spokane, Washington, which is operated by Catholic Charities  
9 of Spokane as Jacklin Family Haven.

10          2.89       Fr Bach Housing IV, LLC was formed by the Washington Secretary of State on  
11 December 11, 2017. Robert McCann as President of Catholic Housing Services of Eastern Washington  
12 was the executor of the certification of formation for the entity, which was executed on December 5,  
13 2017. Upon information and belief, it is not a nonprofit or 501(c)(3) categorized entity.

14  
15          2.90       The governor of Fr Bach Housing IV, LLC is Fr Bach IV Manager, LLC. Fr Bach  
16 Manager, LLC was formed by the Washington Secretary of State on December 11, 2017. Robert  
17 McCann, as President of Catholic Housing Services of Eastern Washington was the executor of the  
18 certificate of formation for the entity, which was executed on December 5, 2017. Upon information and  
19 belief, it is not a nonprofit or 501(c)(3) categorized entity.

20  
21          2.91       Both Fr Bach Housing IV, LLC and Fr Bach IV Manager, LLC list their principal  
22 office street address as 12 E. 5<sup>th</sup> Ave., Spokane, Washington, which is the same principal office as  
23 Catholic Housing Services of Eastern Washington.

24          2.92       On or about December 12, 2018, Fr Bach Housing IV LLC purchased the property  
25 located at 164 S. State Street from Catholic Housing Services of Eastern Washington for \$628,631.69.

1 Robert J. McCann executed the purchase and sale documents on behalf of both the buyer, Fr Bach  
2 Housing IV LLC, and the seller, CHSEW.

3 2.93 The same day, a Special Warranty Deed was recorded under Spokane County Auditor  
4 No. 6768433.

5 2.94 Catholic Housing Services and the Department of Commerce entered into a HOME  
6 Program Contract (Number 17-42502-002) on December 4, 2018.

7 2.95 On December 4, 2018, Fr Bach Housing IV LLC assumed that Department of  
8 Commerce loan to Catholic Housing Services of Eastern Washington in the amount of Two Million  
9 Eighteen Thousand Six Hundred Seventy-Three Dollars (\$2,018,673). See, Assignment, Assumption  
10 and Consent Agreement recorded under Spokane County Auditor No. 6768442 on December 12, 2018.

11 2.96 The HOME Contract required that 50 units of the property be occupied by households  
12 who at the time of initial occupancy have gross annual household incomes at or below 50% of the local  
13 area median income for Spokane-Spokane Valley, WA Metropolitan Statistical Area.

14 2.97 The HOME Contract required that Fr Bach Housing IV LLC "provide safe and  
15 sanitary housing,...comply with all State and local housing codes..." See, First Amended and Restated  
16 Low Income Housing Covenant Agreement, recorded under Spokane Auditor No. 6858981 on October  
17 30, 2019.

18 2.98 On December 4, 2018, Fr Bach Housing IV LLC also assumed a building loan  
19 extended to Catholic Housing Services of Eastern Washington in the amount of up to Seven Million  
20 Two Hundred Thousand Dollars (\$7,200,000) by Wells Fargo Bank. See, Priority and Subordination  
21 Agreement recorded under Spokane County Auditor No. 6768445.

22 2.99 Fr Bach Housing IV LLC obtained financing for development of Jacklin Family  
23 Haven through the use of Low-Income Housing Tax Credits ("LIHTC").  
24

1           2.100       As part of the package of agreements entered for financing and ownership of the real  
2 property, CHSEW assigned all of its rights under the HTF Program Contract entered into with the  
3 Department of Commerce to Fr Bach Housing IV LLC, a for-profit limited liability company.

4           2.101       Jacklin Family Haven opened and began providing services in mid-December 2019.

5           2.102       The stated purpose for opening Jacklin Family Haven was to “cure Spokane’s  
6 homelessness.” However, public records show that Jacklin Family Haven’s residents are predominantly  
7 from out of the Spokane area, relocating to this facility in downtown Spokane from both outside the  
8 State of Washington, from places such as Orofino, Idaho; North Bend, Oregon; Ely, Nevada; Coeur  
9 d’Alene, Idaho; Wichita, Kansas; Post Falls, Idaho; Montana; and California, as well as from other  
10 cities within Washington, such as Everett, Bellevue, Addy, and Pullman.

11           2.103       Of these out-of-state residents, upon information and belief, many have criminal  
12 records, which both pre-date their move to downtown Spokane, and which have occurred since residing  
13 at the Jacklin Family Haven.

14           2.104       Prior to the opening of the Jacklin Family Haven, only approximately four calls  
15 relating to crimes or other incidents occurred. However, since Jacklin Family Haven began providing  
16 housing, as with the other havens, criminal activity and incident calls *within* the facility and the  
17 surrounding two-block radius have significantly increased. In a six-month period in 2021, criminal  
18 activity and incident calls reached approximately 179. Since 2021, criminal activity and incident calls  
19 have continued at a significant amount in each six-month period, ranging from 101-162 calls every six  
20 months.

21           2.105       The crimes and incidents occurring *within* the facility include but are not limited to  
22 calls for domestic violence, disorderly conduct, arguments, fire, trespassing, noise, assault, theft,  
23 medics, suicide, warrants, fraud, abuse, burglary, arson, robbery, sex offenses, etc.

1           2.106     Upon information and belief, the crimes and incidents occurring in and around Jacklin  
2 Family Haven continue to occur regularly and frequently.

3           2.107     Jacklin Family Haven is a chronic nuisance property as defined by Spokane Municipal  
4 Code and Washington law.

5           2.108     Both the residents of the facility and the public residing and conducting business in  
6 the vicinity of the facility are impacted and harmed by the crime that Catholic Charities and the City of  
7 Spokane have allowed to persist due to insufficient protections, oversight, and lack of enforcement of  
8 city and state laws.

9  
10                               ***Father Bach Haven/ Valor Haven, LLC***

11           2.109     Upon information and belief, Defendant Valor Haven, LLC, a for-profit Washington  
12 limited liability company, is the owner of the real property located at 108 S. State Street, Spokane,  
13 Washington, which is operated by Catholic Charities of Eastern Washington, as low-income housing in  
14 the name of Father Bach Haven.

15  
16           2.110     Valor Haven LLC was formed by the Washington Secretary of State on or about  
17 January 4, 2011. Upon information and belief, Valor Haven LLC is not a nonprofit or 501(c)(3)  
18 categorized entity. The governor of Valor Haven LLC is CHSEW.

19           2.111     Catholic Housing Services of Eastern Washington (CHSEW) is a nonprofit  
20 corporation in the State of Washington, obtaining its Certificate of Incorporation from the Washington  
21 Secretary of State on or about April 26, 2002. The governor of CHSEW is CHSEW MM, LLC, which  
22 is not a nonprofit or 501(c)(3) categorized entity.

23  
24           2.112     Upon information and belief, Valor Haven LLC was administratively dissolved by the  
25 Washington Secretary of State on or about July 1, 2016, but was reinstated on or about April 20, 2018,

1 shortly after Catholic Charities of Spokane announced that it planned to begin construction in the fall of  
2 2018 of two additional low-income housing apartments.

3 2.113 On or about May 26, 2011, Valor Haven LLC purchased the real property located at  
4 108 S. State Street in Spokane, Washington (then, Spokane Parcel No. 35191.0201) from Evergreen  
5 Parking, LLC for \$360,000.

6  
7 2.114 A Statutory Warranty Deed for that parcel was recorded on or about May 31, 2011  
8 under Spokane Auditor No. 6003053.

9 2.115 Thereafter, Valor Haven purchased parcel numbers 35191.0202; 35191.0203; and  
10 35191.0205 from Pacific Bridge Properties I, LLC. A Statutory Warranty Deed for those parcels was  
11 recorded on June 27, 2011 under Spokane Auditor No. 6009522.

12 2.116 On or about July 21, 2011, the Washington Department of Commerce loaned CHSEW  
13 the sum of Two Million Five Hundred Dollars (\$2,500,000) under a Housing Trust Fund Contract for  
14 development of the above parcels.

15  
16 2.117 Valor Haven utilized Low Income Housing Tax Credits (LIHTC) to obtain the  
17 funding.

18 2.118 On or about July 27, 2011, CHSEW assigned to Valor Haven LLC, all of its rights and  
19 obligations under the Housing Trust Fund Contract. See, Spokane Auditor No. 6016888.

20 2.119 The Low-Income Housing Covenant Agreement is recorded under Spokane County  
21 recording number 6016886.

22  
23 2.120 Valor Haven LLC obtained additional funding from Enterprise community Loan  
24 Fund, Inc. in the amount of Five Hundred Thousand Dollars (\$500,000) on or about December 9, 2011.

25 2.121 Father Bach Haven Home was reported by Robb McCann and Catholic Charities to be  
26 an \$11 million project, paid for through state, investor funds, and tax credits.

1           2.122     Father Bach Haven opened in approximately January 2013, providing 50 studio or one  
2 bedroom apartment units, with the aim of “ending homelessness in Spokane...”

3           2.123     Upon information and belief, as with the other havens, many residents in Father Bach  
4 Haven, from its inception, came into the Spokane area from outside of the State of Washington, and/or  
5 outside of the Spokane area.  
6

7           2.124     Upon information and belief, current residents in Father Bach moved into downtown  
8 Spokane from Garden Valley, Idaho; Utah; Hillsboro, Oregon; Millington, Tennessee; Glasgow,  
9 Montana; Minnesota; Texas; California; and etc. The tenants also relocated to downtown Spokane from  
10 other cities in Washington, such as Wenatchee, Kent, Olympia, Richland, etc.

11           2.125     Of these residents from outside of the Spokane area, upon information and belief,  
12 many have criminal records, which both predate their move to Father Bach Haven and have occurred  
13 since residing in Father Bach Haven.  
14

15           2.126     Prior to the opening of Father Bach Haven, the only other haven open was House of  
16 Charity located at 32 E. Pacific Ave. Being the only the second haven in the downtown area, there was  
17 only one reported incident call or crime in the vicinity in 2012.

18           2.127     However, after the opening of Father Bach Haven and three other havens in less than a  
19 quarter mile radius, crime and incident calls spiked. In 2015, in a six-month period, incident calls and  
20 crimes in the area reached approximately 102. By 2018, crimes and incident calls inside and around  
21 Father Bach Haven reached approximately 174 in a six-month period.  
22

23           2.128     Upon information and belief, the crimes and incidents occurring in and around Father  
24 Bach Haven continue to occur regularly and frequently.  
25  
26

2.129 The calls and crimes reported include, but are not limited to, assault, theft, medics, noise, arguments, trespassing, robbery, fights, dead on arrival, harassment, lewd conduct, warrant arrests, drugs, sex offender violations, stabbing, etc.

2.130 Father Bach Haven is a chronic nuisance property as defined by Spokane Municipal Code and Washington law.

2.131 Both the residents of the facility and the public residing and conducting business in the vicinity of the facility are impacted and harmed by the crime that Catholic Charities and the City of Spokane have allowed to persist due to insufficient protections, oversight, and lack of enforcement of city and state laws.

*House of Charity*

2.132 Upon information and belief, Catholic Charities of Spokane is the owner of real property located at 32 W. Pacific Ave., Spokane, Washington, operated by Catholic Charities of Eastern Washington as the House of Charity.

2.133 Catholic Charities of the Diocese Spokane purchased the property on or about January 29, 1999 from Spokane Associates for \$295,000.

2.134 Upon information and belief, the House of Charity is the only property operated by Catholic Charities and/or CHSEW in downtown Spokane, where the real property is not owned by a for-profit limited liability company.

2.135 The House of Charity is not without similar impact on the residents and businesses in its vicinity, and is also a chronic nuisance property, impacting downtown Spokane.

2.136 On or about January 7, 2013, Plaintiff filed a Complaint with the City of Spokane regarding the then-chronic nuisance property of House of Charity, and the inadequate law enforcement response to calls regarding the unsafe, unsanitary and illegal conduct relating to the House of Charity

1 and its tenants. The Complaint was closed “as investigative inquiry,” without any explanation as to  
2 what, if any investigation had been conducted by the City of Spokane.

3       2.137       On or about July 18, 2017, the City of Spokane provided funding to Catholic Charities  
4 for staffing and operations of a 24/7 Shelter Program. The House of Charity 24/7 Shelter Program  
5 Agreement was amended on or about April 1, 2018, wherein the City of Spokane agreed to provide an  
6 additional \$459,151 in funding to the House of Charity, bringing the amount contributed to the House  
7 of Charity by the City of Spokane to \$1,178,151.

8  
9       2.138       Between January 2018 and June 2018, there were approximately 1,760 incidents  
10 reported in and around the House of Charity. These incidents include but are not limited to medics,  
11 harassment, disorderly conduct, noise, domestic violence, assault, theft, threats, trespassing, suicide,  
12 drugs, and fire.

13  
14       2.139       On or about July 10, 2018, Plaintiff submitted a Complaint Form to the City of  
15 Spokane, regarding the chronic nuisance condition created by the tenants at House of Charity, Father  
16 Bach Haven, Buder Haven and Marilee, specifically identifying the harm and nuisance related to the  
17 garbage/debris, graffiti, right of way obstruction, continuous parking, junk vehicles, theft and  
18 destruction of Plaintiff’s personal property, human feces and urination occurring on the sidewalk  
19 outside Plaintiff’s business, drug use, drug paraphernalia being left on the sidewalks, fights, among  
20 other issues, and inadequate law enforcement response to calls, creating an unsanitary, harmful and  
21 dangerous environment directly impacting Plaintiff’s business, customers, and staff.

22  
23       2.140       The City of Spokane closed the Complaint as an “investigative inquiry,” without any  
24 explanation as to what, if any investigation was conducted into the complained conduct.

1           2.141    On July 18, 2018, Robert McCann issued a memorandum to “All Catholic Charities  
2 Board Members” recognizing that the House of Charity “is not the healthy, safe, clean place that we  
3 have always known it to be.”

4           2.142    In that July 18, 2018, Robert McCann also recognized that “there is a potential for a  
5 serious injury or death in or around HOC [House of Charity] if things keep going as is.”  
6

7           2.143    Robert McCann reported that Catholic Charities would begin shutting down House of  
8 Charity every day for a “significant number of hours” “to better clean the building and short of “empty  
9 out the neighborhood.””

10          2.144    In that same memorandum, Robert McCann disclosed a \$250,000 grant from the State  
11 of Washington for the construction of an “outdoor area” to get people out from the street in front of the  
12 building.  
13

14          2.145    On or about December 5, 2018, Robert McCann sent an email to then- Spokane City  
15 Council member, Ben Stuckhart, acknowledging that the vicinity around House of Charity had become  
16 “a scene out of Woodstock.” Robert McCann stated that two law enforcement officers are needed at  
17 House of Charity “at least 10 hours a day to weed out the criminal element that embeds itself at HOC  
18 and 3-4 more FTE janitors to clean inside the building and the two- block radius outside and keep  
19 people from hanging around the area.”  
20

21          2.146    Robert McCann recognized that there would be a “big price tag” that goes along with  
22 what is needed to respond to the chronic nuisance that is created by the facilities in downtown Spokane.

23          2.147    Upon information and belief, these necessary services did not occur and/or were  
24 insufficient to rectify the ongoing issues.

25          2.148    Robert McCann stated, “[t]here’s a lot to this issue and there is still a lot I need to  
26

1 brief you on....answers to things like: "Are we attracting more homeless?" ..... "Is any of this shelter  
2 and housing stuff working?" .... "Are all these people dangerous criminals?" .... "Are we enabling  
3 addicts at HOC?" ..... Let's have that beer and I can give you bullet proof answers to each..."

4           2.149       In April 2022, Catholic Charities announced that it would be moving its House of  
5 Charity outside of downtown due to "complaints from neighboring businesses, and safety issues for  
6 both shelter workers and residents." "*House of Charity Shelter Moving Outside of Downtown*  
7 *Spokane*," Spokane Public Radio, April 28, 2022.

8  
9           2.150       At that time, Catholic Charities reported that it had been housing up to 400  
10 unsheltered people at once, at the City of Spokane's request. *Id.*

11           2.151       The House of Charity was not moved outside of downtown Spokane and crime has  
12 continued to spike in the vicinity.

13  
14           2.152       In a six-month period in 2022, there were approximately 424 incidents reported in and  
15 around the House of Charity. In 2023, in a six-month period there were approximately 418 incidents  
16 reported in and around the House of Charity. In 2024, in a six-month period there were approximately  
17 442 incidents reported in and around the House of Charity.

18           2.153       As with the other facilities, and earlier incidents reported in and around the House of  
19 Charity, the calls for law enforcement, medics and fire, include but are not limited to crisis, assault,  
20 drugs, suicide, warrants, theft, fights, harassment, stabbings, following, disorderly conduct, welfare  
21 checks, etc.

22  
23           2.154       Upon information and belief, the crimes and incidents occurring in and around the  
24 House of Charity continue to occur regularly and frequently.

1           2.155       Upon information and belief, as with the other havens, many residents in House of  
2 Charity have relocated into the downtown Spokane area from outside of the State of Washington,  
3 and/or outside of the Spokane area.

4           2.156       Of these residents from outside of the Spokane area, upon information and belief,  
5 many have criminal records, which both predate their move to the House of Charity and have occurred  
6 since residing in the House of Charity.

7           2.157       The House of Charity has long been recognized as a chronic nuisance property as  
8 defined by Spokane Municipal Code and Washington law by the City of Spokane, Catholic Charities,  
9 and those residing and/or conducting business in the vicinity of the facility. However, no actions have  
10 been taken to remedy the harm caused by the continued operation of the facility.

11  
12                               ***Funding by City of Spokane***

13  
14           2.158       In October 2011, the City of Spokane Human Services Department applied to HUD  
15 under the McKinney-Vento Homeless Assistance Funding and received an award for 22 Supportive  
16 Housing Projects in the amount of \$1,988,644 and 4 Shelter Plus Care Projects in the amount of  
17 \$752,136.

18           2.159       These contracts are renewed annually, with additional grant funds being provided.

19           2.160       Grant recipients are required to adhere to requirements under 24 CFR part 578, to  
20 ensure that individuals and families experiencing homelessness are involved, through employment,  
21 provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating  
22 facilities for the project and providing supportive services for the project.

23  
24           2.163       The Low-Income Housing Tax Credit Program allows developers to raise funding  
25 for affordable housing projects by selling the credit to investors. As a result, corporations and wealthy  
26 individuals receive a dollar-for-dollar reduction in federal income tax payments, while gaining equity in

1 the projects. As of April 2018, upon information and belief, seven of Catholic Charities' projects were  
2 financed through the new tax credit.

3 2.161 Recipients using the low-income housing tax credit (LIHTC) to finance a project must  
4 prove that the applicant or subrecipient is in control of the limited liability corporation that has a deed  
5 or lease for the project site. 24 CFR section 578.25(c).  
6

7 2.162 If grant funds are used for acquisition of or for new construction, the recipient or  
8 subrecipient must maintain control of the limited liability company and must ensure that the project is  
9 operated in compliance with law and regulation for 15 years from the date of initial occupancy or initial  
10 service provision. 24 CFR section 578.25(c)(2).

11 2.163 At its March 26, 2012 meeting, Spokane City Council authorized the Human Services  
12 Department to accept multiple one year renewal grant agreements with HUD and enter into contract  
13 with social services agencies as grant sponsors to Homeless Assistance (OPR 2012-0224).  
14

15 2.162 One grant given was to Catholic Charities for the Hanson House in the amount of  
16 \$118,908 under Grant No. WA0108B0T021104. On April 4, 2012, this contract was provided by the  
17 Human Services Department to then-Mayor, David Condon for execution.

18 2.164 In 2012, the City of Spokane adopted General Fund Human Services priorities to  
19 reduce or prevent homelessness among the most vulnerable populations such as the disabled, veterans,  
20 youth and families, including improving access to and utilization of mental and physical care. *See*,  
21 Resolution 2010-0052.  
22

23 2.165 For the 2016-2017 year, the City of Spokane received a HUD grant for assistance for  
24 people experiencing homelessness to obtain and maintain housing stability in the amount of  
25 \$1,310,182.

26 2.166 The grants continue year after year.

1           2.167     For the 2024-2025 year, the City received \$6,333,005 from HUD for “Continuum of  
2 Care” programs. \$233,013 was provided to Catholic Charities for the Donna Hansen Haven; \$229,890  
3 was provided for the Jacklin Family Haven; \$188,400 was provided for the Hope House. Catholic  
4 Charities also received additional funds in varying amounts: \$212,650 for chronically homeless  
5 households with children, \$524,687 for “rapid re-housing for families,” \$67,755 for St. Margaret’s  
6 Shelter, \$207,018 for “homeless families coordinated assessment,”  
7

8           2.168     In early 2018, the Washington State Housing Finance Commission approved financing  
9 for Father Bach Haven Four and Five, located at 164 S. State St., and a second building to be built at  
10 Division and First Avenue. The projects received \$9.8 million in tax-credit equity.  
11

12           2.169     Upon information and belief, the City of Spokane has continued to provide grants,  
13 loans and other funding to the various facilities operated by Catholic Charities  
14

15           2.170     Rather than invest in ending the cycle of homelessness, in 2017, the City of Spokane  
16 launched a pilot program, with the stated goal of preventing crime afflicting downtown business  
17 owners. The program used a methodology referred to as Crime Prevention through Environmental  
18 Design (“CPTED”).  
19

20           2.171     Through that program, Spokane Police Department officers were to meet with  
21 business and/or property owners to discuss concerns, conduct an evaluation of the premises to advise  
22 on how to adjust their environment relating to issues such as surveillance, access, territorial  
23 reinforcement, and maintenance. After that meeting, a written report would be issued by the officer and  
24 the owner may apply for a grant to address identified concerns. The pilot project was limited to a two-  
25 block radius in the vicinity of Catholic Charities’ House of Charity at 32 W. Pacific Ave.  
26

          2.172     The primary tenet of CPTED is to manipulate the environment to make it less  
conducive to “criminal” activity.

1           2.173       As part of the CPTED pilot program, the City of Spokane spent \$150,000 to place  
2 large rocks in places where homeless were gathering. The City also paid House of Charity to keep its  
3 doors open 24/7.

4           2.174       The City required impacted downtown business owners to apply for assistance,  
5 including a quote for desired security measures. Upon approval of the application, the maximum  
6 amount awarded to a business owner was \$3,500.

7  
8           2.175       The pilot project was restricted to a two-block radius in the vicinity of the House of  
9 Charity at 32 W. Pacific Avenue. Upon information and belief, the pilot project did not continue  
10 beyond the pilot.

11           2.176       Spokane's homeless crisis exploded in 2018.

12           2.177       Crime continued to increase, resulting in additional costs to downtown businesses for  
13 security, repairs as a result of break-ins, property damage, property loss, and increased insurance costs.

14  
15           2.178       During the COVID pandemic, "Camp Hope" was allowed to be opened on property  
16 near I-90, and just South of downtown Spokane. This encampment grew to well over 500 people and  
17 crime increased by 58% in the nearby neighborhoods. Inside the encampment, rapes, assaults, and drug  
18 use occurred regularly. The encampment was closed down in June 2023.

19           2.179       The close of Camp Hope resulted in the residents moving back into downtown  
20 Spokane, supported by the City of Spokane's "housing first" philosophy.

21  
22           2.180       In 2023, 112 restaurants in downtown Spokane (17-18% of the then-existing  
23 restaurants) closed or changed hands.

24           2.181       Upon information and belief, downtown businesses that have tried to remain open  
25 have had to increase security, and pay increased insurance premiums due to the significant increase in  
26 crime-related claims.

1           2.182     In May 2024, a “transitional housing policy” was released that included moving over  
2 500 homeless individuals *into* downtown Spokane. As a result downtown Spokane suffered an increase  
3 in litter, vandalism, open drug use, property damage, and theft.

4           2.183     A large 550-resident transitional housing facility was scheduled to be opened at the  
5 Carlyle Hotel, at Second Avenue and Post Street.

6           2.184     In October 2024, the City of Spokane allocated an additional \$800,000 to the existing  
7 \$250,000 set aside for inclement weather sheltering. The source of the additional funds was the City of  
8 Spokane’s 1590 HEART fund, money collected from sales and use tax.

9           2.185     The City of Spokane also passed Special Budget Ordinance 36572 on September 23,  
10 2024, allocating \$11,800,000 to the Community, Housing and Human Services Department (“CHHS”).

11           2.186     House of Charity and the Hope House were among the recipients of these funds.

12  
13  
14                           *Impact on Plaintiff*

15           2.187     Plaintiff, d/b/a Urbanna Spa, Salon, and Wine, opened its doors at 168 S. Division St.,  
16 Spokane, Washington, in October 2009, offering a high-end experience to the Greater Spokane  
17 community.

18           2.188     Co-owner of Urbanna, Inc., Linda Biel, began her education with the goal of  
19 becoming a math teacher. After finishing an Associate of Arts degree at Everett Community College,  
20 she pursued further studies at Eastern Washington University.

21           2.189     After college, Ms. Biel went on to work for Kaiser Aluminum but long aspired to open  
22 a spa that reflected both her dedication to wellness and her commitment to community revitalization.

23           2.190     After leaving employment at Kaiser Aluminum, Ms. Biel put herself through school at  
24 Glen Dow in downtown Spokane, earning licenses in hair, esthetics, and nail technology. Ms. Biel  
25 gained valuable industry experience in Spokane, working at other salons for a total of six years.  
26

1           2.191       Moving toward her goal of owning her own salon and spa, and with a clear vision of  
2 what she could bring to downtown Spokane, Ms. Biel chose the historic Pine Creek Dairy Creamery  
3 building at 168 S. Division Street as the future home of Urbanna—fulfilling her lifelong dream to  
4 create a spa destination in the heart of Spokane.

5           2.192       Initially, in 2009, the Plaintiff entered into a 10-year Lease Agreement for the space at  
6 168 S. Division Street and invested \$61,594.30 plus approximately \$50,000 in landlord improvements  
7 to the historic Pine Creek Dairy Creamery building to create an oasis for its customers.  
8

9           2.193       The original Urbanna location was an immense and unique relaxation center, complete  
10 with beautiful architecture, incorporation of nature, including a large fountain, and five Zen-themed  
11 treatment rooms. Tours of the beautiful, completed building were given daily.  
12

13           2.194       Shortly after opening, Urbanna Natural Spa and Salon was featured in *Northwest*  
14 *Woman's Magazine* under the headline "A Peaceful Pace of Nature and Some Fun," highlighting the  
15 spa's unique blend of tranquility and charm.

16           2.195       Urbanna and Biel were highlighted in an article in Washington Magazine in the Fall of  
17 2010. The article noted that the "vast space has a great deal of potential and [Urbanna] is continuously  
18 making improvements." These improvements included a specialty wine shop.

19           2.196       In 2011, the Plaintiff won third place in Spokane's Inland Business Leadership awards  
20 as an Emerging Women Leaders.  
21

22           2.197       The *Journal of Business* featured Urbanna and Ms. Biel in a front-page interview,  
23 spotlighting the spa's success in a rapidly growing market. In just two and a half years, at least 10 new  
24 day spas opened in Spokane and Kootenai County, intensifying competition among the roughly 30  
25 operating in the Inland Northwest.  
26

2.198 Urbanna was honored with Spokane Coeur d'Alene Living's "Best of the City" Manicure Award, recognizing excellence in service and quality in the local spa and salon industry.

2.199 Urbanna began establishing relationships with its business neighbors, including Starbucks, Cassel Promotions, Froyo, Bridge Press Winery, and Robert Karl Winery.

2.200 From 2009 through 2012, Urbanna's revenues consistently increased as it built its client base.

2.201 In early 2013, following the opening of Father Bach Haven at 108 S. State Street, Urbanna—along with its neighboring businesses—began experiencing a noticeable increase in criminal activity, including but not limited to vandalism, theft, property damage, harassment of employees, drug dealings, soliciting clients for money in the business's parking lot and at the front door of the business, vehicle prowling, bloody fights, gang gatherings, defecating on cars and between cars, garbage/litter, graffiti and foot traffic impeding vehicles from backing up to leave or pulling in to park.



2.202 The individuals residing in the havens, who also preyed on vulnerable housing "Haven" tenants did not solely remain in the facilities. Instead, they roamed throughout the surrounding

neighborhood. These exploiters frequently engaged in criminal behavior such as vandalism, graffiti, and drug activity.

2.203 Linda Biel, owner of Urbanna, began pleading with the City of Spokane to address the significant increase in criminal activity surrounding the business and the area.

2.204 In 2013, the Office of Police Ombudsman received a chronic nuisance complaint that the Spokane Police Department failed to act upon. The lack of response allowed the nuisance conditions to persist unchecked, signaling a breakdown in accountability and enforcement.

2.205 In 2014, Ms. Biel met with Mayor Condon, other mayoral office staff, and Captain Singley of the Spokane Police Department to sound the alarm about the rapidly escalating crime surrounding Urbanna and the immediate area, pleading for intervention before conditions worsened.

2.206 Ms. Biel and the neighboring businesses received no meaningful or direct response to any complaints from Catholic Charities or the City of Spokane.

2.207 By 2016, the environment surrounding the business had grown so bad that Urbanna was forced to close the original Urbanna location and relocate.



1  
2  
3  
4  
5  
6  
7  
**OUR FRONT ENTRANCE AT URBANNA 168 S. DIVISION ST**



**OUR BACK ENTRANCE OF URBANNA AT 168 S. DIVISION ST**



8  
9  
10  
11  
12  
13  
14  
**OUR PARKING LOT-DONNA HANSEN HAVEN ACROSS THE STREET**



15 2.208 At that time, Urbanna Spa and Salon employed staff that was approximately 87.5%  
16 women (14 out of 16 employees). These women worked in an increasingly unpredictable and high-  
17 crime area, often arriving early in the morning or leaving late at night due to client scheduling. With  
18 little to no active security presence in the surrounding neighborhood, many employees began to carry  
19 mace as their only form of personal protection.

20 2.209 In 2016, Urbanna moved to its current location at 104 S. Division Street in downtown  
21 Spokane with the hope of lessening the impact on the business from the criminal conduct of the tenants  
22 of the surrounding Catholic Charity havens and the House of Charity.

23 2.210 Urbanna chose to relocate to a location across from a then-vacant lot, hoping that open  
24 space would provide distance from ongoing criminal activity and offer a more peaceful environment.  
25 Initially, the move appeared to reduce exposure to crime compared to the previous location.  
26

1           2.211       Urbanna was forced to forfeit its lease at 168 S. Division Street, resulting in the loss of  
2 a significant investment in tenant improvements totaling approximately \$61,594.30. In addition,  
3 landlord-funded improvements were valued at roughly \$50,000. Urbanna also incurred a lease  
4 forfeiture cost of approximately \$30,000, compounding the financial impact of the forced closure.

5           2.212       On May 1, 2016, Urbanna entered a 10-year lease with a 5-year renewal option for its  
6 current location. Again, Urbanna invested heavily in tenant improvements to the leased space.  
7

8           2.213       Urbanna expended approximately \$225,469.10 on tenant improvements to recreate the  
9 Zen-like aesthetic it had created at its prior location.

10          2.214       Urbanna's relocation did not place it far enough from the Catholic Charities havens  
11 and the House of Charity, and the business, its staff, and customers were again subjected to daily  
12 criminal conduct and alarming behaviors of tenants loitering in the surrounding streets, parking lot, and  
13 alleys.  
14

15          2.215       Crime in the area began to increase dramatically with the opening of Marilee and  
16 Buder Haven on July 28, 2016, and Donna Hansen Haven on July 28, 2017.

17          2.216       Urbanna's staff continued to park in a lot at 164 N. Division St., just north of the  
18 original Urbanna location, next to the Donna Hansen Haven and Jacklin Haven.

19          2.217       Urbanna received countless verbal and written complaints about the "haven" tenants'  
20 behaviors and criminal activities being witnessed by Urbanna staff and customers in the parking lot,  
21 and between the parking lot and the entrance to the Spa, including but not limited to psychotic breaks,  
22 yelling profanities, drug deals, drug use, shootings, stabbings, assaults, domestic violence, exposed  
23 genitals, and threats of violence made directly to Urbanna's staff and customers.  
24  
25  
26



2017

2.218 On September 17, 2017, Plaintiff and its staff were victims of an armed robbery.

### Spokane police investigating armed robbery at S. Division hair salon

Sept. 20, 2017



f x m e o

Spokane Police responded to an armed robbery call Wednesday afternoon at Urbann hair salon on S. Division.

Officers continue to canvass the area and interview witnesses in the area as the suspect is still on the loose.

That suspect is described as a man with darker complexion in his 20s who is about 5 feet 4 inches tall with a dark, closely trimmed beard wearing a a hooded sweatshirt.

Police say the man walked into the salon and indicated to those inside that he had a weapon. He got away with an undisclosed amount of cash and police continue to search for him.

2017

2.219 Employees and customers of Urbanna have consistently and routinely encountered vehicle break-ins, prowling, human waste on and around their vehicles, used drug needles, scattered garbage, and broken glass in the parking lot and along the street in front of the business.

2.220 These ongoing conditions have created an unsafe and unsanitary environment, directly harming Urbanna's operations, damaging property, and deterring hiring staff and growing clientele.

2.221 Employees and customers (male and female) are frequently accosted while walking to and from their vehicles to the spa's entrance, being followed, surrounded, being screamed at, threatened with sticks, axes, and other items which can be used as violent weapons.

2.222 Individuals have routinely loitered around the spa and entered the premises uninvited, without any legitimate reasons to be there.

2.223 While attempting to maintain the dignity and cleanliness of her business, Ms. Biel was physically assaulted when a man—after being asked not to urinate on the exterior of the Urbanna

1 building—threw scalding coffee in her face. He told her “I’ll be back.” Ms. Biel feared retaliation and  
2 possible stalking. This violent act is just one example of the dangers that the business has faced.

3         2.224       In one particularly traumatic incident, an individual entered the spa during peak  
4 business hours and exposed his genitalia, shocking the receptionist and nearby customers. The violation  
5 of what should have been a peaceful, professional space left lasting emotional distress and underscored  
6 the urgent safety concerns Urbanna has faced for years.



7  
8  
9  
10  
11  
12  
13  
14  
15         2.225       Most mornings, upon arrival to open the spa, Ms. Biel cleans up litter, broken planters,  
16 drug paraphernalia, human waste, and garbage before opening.

17         2.226       Trees planted by the city were repeatedly vandalized—branches torn off, trunks  
18 damaged, and underground irrigation lines punctured by street wanderers during extreme temperatures,  
19 including a 103-degree heatwave. The Plaintiff made multiple reports to the appropriate City  
20 department, yet the response was delayed, and trees were left stressed, and some have died.

21         2.227       This neglect by the City has left Urbanna fronted by a row of dead and decaying trees,  
22 severely harming the business’s curb appeal and sending a clear visual message of abandonment and  
23 decline.

24  
25         2.228       Urbanna has been forced to suppress its marketing efforts by eliminating walk-in  
26 business and removing visible signage, which has been repeatedly defaced and damaged. These

measures, taken for safety and financial reasons, have significantly reduced Plaintiff's public presence and limited opportunities to attract new clients and new staff.

2.229 Plaintiff had attempted to maintain an attractive and welcoming entryway that reflects the spa's purpose. However, any outside planters have been continuously damaged or stolen. Plaintiff attempted to secure the planters, but they were kicked and broken. Due to repeated vandalism and escalating costs, Plaintiff has had to reduce and/or forgo these visual enhancements significantly.

2.230 Early in 2013 and continuing through 2021, multiple Urbanna staff members were subjected to an increasingly hostile and unsafe environment surrounding the business premises.

2.231 Many staff members provided contemporaneous, written statements regarding their experiences.

2.232 In these statements, employees have reported experiencing threats, harassment, and in some cases, emotional distress while walking to and from the designated staff parking area.

2.233 These persistent conditions have interfered with daily business operations and have directly impacted employee morale, retention, and the overall ability to maintain a safe and professional workplace. As a result, several staff members ultimately refused to use the parking area out of concern about their safety.

2.234 While sitting in her car in one of the designated parking areas, one of Urbanna's staff members reported being approached by a male who would not leave her car window, blocking her exit."

2.235 On another occasion, this staff member reported experiencing a man grab her water bottle out of her hand as he walked by, and then he began shouting at her. Twice in her four years of working for Urbanna, she left the Spa only to find human excrement on her car.

1           2.236     Another employee reported being “harassed and surrounded by five men and narrowly  
2 was able to get into her vehicle and lock the doors as they tried to open them.” This same employee  
3 was chased and screamed at by a homeless woman with a stick, who was intoxicated. The tenants and  
4 predatory individuals from the facilities spat on this employee’s car and defecated in front of her  
5 driver’s side door.  
6

7           2.237     Customers and employees have reported vehicles being broken into during  
8 appointments or shifts at Urbanna.

9           2.238     Other employees have reported witnessing open drug use in the business parking lot.

10          2.239     Another employee was chased by a man to her vehicle after work. The man then tried  
11 punching her vehicle window and stood in front of her car to stop her from leaving.  
12

13          2.240     On another occasion, a man approached an employee at 8:15 a.m. on his way into  
14 work at Urbanna. The man revealed a gun in his waistband. The employee called CrimeCheck, but  
15 nothing came of the report.

16          2.241     Another employee pulled into the parking lot only to have an irate man approach her,  
17 yelling, with his arms flailing. The employee spoke to a Spokane Police Officer, who said they could  
18 do nothing about the man’s behavior.

19          2.242     While at work, this same employee had two people in the parking lot engage in a fight  
20 around and on top of her car. This employee has repeatedly witnessed people hiding between the cars  
21 and walls, either using drugs while hiding, or waiting for the vehicle owner to come back to the car.  
22 One day, this employee saw a woman pull up her dress and urinate on the sidewalk.  
23

24          2.243     These are only a few examples of the experiences reported to the Plaintiff. These types  
25 of intrusions have disrupted daily operations and has directly caused the attrition of staff and clients.  
26

1           2.244     On December 3, 2018, in response to a complaint regarding the impact on businesses  
2 by the criminal conduct of “Haven” tenants, the Spokane City Police Department reported that “[t]he  
3 police do not regulate homeless shelters...”

4           2.245     It was reported that the City’s Security Ambassadors do not patrol south of the  
5 railroad tracks on our side of the street, which runs East to West near Sprague Avenue.  
6

7           2.246     In August 2018, Ms. Biel launched a petition opposing the construction of additional  
8 Catholic Charities facilities in the already oversaturated area surrounding Urbanna and neighboring  
9 businesses.

10          2.247     At the time, five facilities housing approximately 255 units were already present,  
11 along with the House of Charity, which sheltered up to 400 individuals nightly, placing over 650 people  
12 in a densely concentrated zone.  
13

14          2.248     The petition did not oppose services for the unhoused or seek to shut down operations  
15 but instead raised concerns about the disproportionate clustering in one small commercial area.

16          2.249     At that time, Catholic Charities announced the construction of two new buildings,  
17 with 51 units each, as part of a long-term plan to build up to 800 units of housing in the area.

18          2.250     Over 40 downtown business owners and residents in the area signed this petition.

19          2.251     In direct response to the petition opposing further homeless housing development in  
20 an already overconcentrated area, then-Spokane City Council President Ben Stuckart publicly  
21 supported a boycott of Urbanna and more than 40 other vocal business owners who had raised  
22 legitimate concerns about the clustering of facilities within a quarter-mile radius of downtown.  
23

24          2.252     This action, promoted and discussed openly on Facebook, constituted retaliation  
25 against private citizens who exercised their First Amendment rights to free speech and petitioned the  
26 government to redress grievances.

1           2.253     Rather than addressing the underlying public safety and economic concerns, the  
2 boycott sent a chilling message to local business owners: speaking out against city planning decisions  
3 results in targeted economic and reputational harm.

4           2.254     Robert McCann held a news conference condemning the petition, alleging “serious  
5 misstatements.”  
6

7           2.255     In an internal memo circulated to board members—several of whom were  
8 longstanding clients of Urbanna—Robert McCann, Executive Director of Catholic Charities, made  
9 knowingly false, defamatory, and damaging statements about the Plaintiff. He claimed the Plaintiff was  
10 distributing “a very hate speech-filled flyer” and participating in a “petition signature gathering/letter  
11 writing/media pitching campaign to have HOC shut down.” He went further to describe her writings as  
12 “mentally unstable and offensive,” asserting that they were “filled with hate speech” and claiming she  
13 was “making her rounds all over town this month.”  
14

15          2.256     These statements were made in direct retaliation for the Plaintiff’s lawful and  
16 constitutionally protected efforts to petition the government and engage other business owners in a  
17 dialogue about public safety and neighborhood stability. The memo not only mischaracterized her  
18 peaceful advocacy as hateful and unstable but also constituted defamation, as it falsely accused her of  
19 promoting hate speech and implied mental incompetence, both of which are injurious to her  
20 professional reputation and livelihood as a business owner.  
21

22          2.257     By distributing this defamatory content to individuals with direct business ties to  
23 Urbanna, McCann’s memo also interfered with existing and prospective business relationships, causing  
24 further reputational harm and economic injury.

25          2.258     Plaintiff, through its shareholders, Linda Biel and Richard Biel, met with then-Sargent  
26 Braun (now Lieutenant Braun) at his office in the Train Station Precinct to formally submit a chronic

1 nuisance complaint. The Biels brought substantial documentation detailing criminal activity occurring  
2 inside Catholic Charities-operated facilities, including records of incidents tied to all seven surrounding  
3 locations. The volume and nature of the reported offenses clearly met the threshold for a chronic  
4 nuisance violation under Spokane City Code. Despite the clear evidence and the Plaintiff's good-faith  
5 effort to follow proper procedure, Lieutenant Braun declined to process or file the complaint and  
6 offered no explanation for the refusal.  
7

8       2.259       In response to frequent complaints from clients—often multiple times per day—about  
9 the deteriorating conditions surrounding the spa, Plaintiff took proactive steps to channel those  
10 concerns toward civic engagement. Linda Biel created business-sized cards containing contact  
11 information for the Mayor and City Council members, which she offered to clients so they could  
12 directly voice their concerns to the appropriate officials.  
13

14       2.260       The Plaintiff also emailed both the Spokane City Council and the Mayor to raise  
15 urgent concerns about the impact the existing homeless shelters were having on surrounding  
16 businesses. She documented how the overconcentration of facilities contributed to a sharp rise in crime  
17 and public safety issues. In her correspondence, the Plaintiff strongly urged City leadership to  
18 reconsider plans to construct additional permanent shelters in the area. She warned that further  
19 expansion would exacerbate an unmanageable situation and strain local businesses and residents even  
20 more.  
21

22       2.261       In advance of the construction of Schweitzer Haven, Linda Biel submitted a late  
23 public comment as required under the State Environmental Policy Act (SEPA). She formally objected  
24 to the proposed construction of the Beatriz and Ed Schweitzer Haven permanent supportive housing  
25 complex, which is to be located directly across the street from Urbanna on a vacant lot at that time. The  
26 objection was late due to a conflict with the deadline posted.

1           2.262     In her public comment, Plaintiff raised a specific and well-founded concern regarding  
2 environmental noise exposure, vibrations, and dust from trains on a double-tracked railway. On behalf  
3 of Plaintiff, Ms. Biel also mentioned the major roadway next to the Beatriz & Ed Schweitzer Haven.

4           2.263     In her written comment, Ms. Biel raised specific concerns about the public health risk  
5 for new construction for residents, particularly those suffering from mental illness and disabilities.  
6

7           2.264     HUD's Noise Abatement and Control regulations (24 CFR Part 51, Subpart B),  
8 Washington State RCW 70.107, and Spokane Municipal Code Section 10.08D.060, all prohibit  
9 residential development near persistent sources of excessive noise. Plaintiff referred to the proximity of  
10 the project site—just 45 feet from the BNSF double-track freight railway and 21 feet from a heavily  
11 trafficked arterial roadway connected to U.S. Highways 2 and 395—as a serious and disqualifying  
12 environmental risk, particularly for vulnerable populations residing in federally supported housing.  
13

14           2.265     HUD Noise Abatement and Control regulations from HUD's noise standards found in  
15 24 CFR Part 51, Subpart B, and found in Washington legislation found in chapter 70.107 RCW  
16 addressing noise and Spokane city Section 10.08D.060 where maximum permissible environmental  
17 sound levels established by WAC 173-60 and HUD 51.103 criteria and standards prohibit federally  
18 funded housing from being developed in locations where noise levels exceed safe thresholds.  
19

20           2.266     Major roadways and two railways exist in the vicinity of the facilities described  
21 herein. These transportation corridors expose the site to elevated, constant noise levels and vibrations,  
22 compounded by airborne dust and emissions. These conditions not only violate HUD's permissible  
23 thresholds but also represent a well-documented public health risk, as acknowledged by the Agency for  
24 Toxic Substances and Disease Registry (ATSDR) and the Environmental Protection Agency (EPA),  
25 which caution against residential development near major railways and idling traffic zones. No  
26

1 environmental noise mitigation, risk analysis, or alternate site review was conducted or disclosed,  
2 violating both federal citing standards and NEPA/SEPA requirements.

3       2.267       Despite the Plaintiff's clear, evidence-based submission, her SEPA comment was  
4 wholly disregarded. The City of Spokane and the project's development partner, Catholic Charities,  
5 proceeded with construction without offering mitigation measures, additional review, or public  
6 justification for disregarding federal noise compliance regulations. This represents a potential violation  
7 of HUD environmental regulations and a failure to afford the community its due process rights under  
8 the public comment provisions of SEPA.

9  
10       2.268       Further compounding the issue, the City of Spokane failed to provide adequate notice  
11 of the SEPA comment opportunity for the project. The SEPA sign was posted at the project site located  
12 at 9 E. 1st Avenue on November 2, 2018—the exact date on which the public comment period was  
13 scheduled to close, depriving nearby residents and business owners of meaningful notice and  
14 participation in the process.

15  
16       2.269       Ms. Biel wrote to Kris Becker, Hannahlee Allers (council member Breean Beggs'  
17 legislative assistant), Dawn Kindle, and the City of Spokane's Building and Planning Department  
18 regarding the SEPA notice being posted at location of 9 E. 1<sup>st</sup>, on November 2<sup>nd</sup>, the same day the  
19 comments were due.

20       2.270       Upon Ms. Biel's inquiry, City staff member, Kris Becker, followed up to verify  
21 whether the SEPA notice had been properly posted in accordance with public disclosure requirements.  
22 However, the documentation provided in response to the inquiry—a notarized affidavit of publication  
23 for 164 S. State Street dated August 24, 2018—pertained to an entirely different property, not the 9 E.  
24 1st Avenue project site in question.  
25  
26

1           2.271       This substitution of an unrelated affidavit, submitted as proof of compliance, raises  
2 significant concerns about procedural integrity. The misalignment between the affidavit and the actual  
3 project location not only misled the Plaintiff and public, but also constituted a failure to comply with  
4 both state environmental law and HUD public participation requirements, designed to ensure fair and  
5 transparent planning for federally funded housing developments.  
6

7           2.272       The City's response and subsequent refusal to correct the procedural error effectively  
8 silenced Ms. Biel's participation and disabled lawful community objections. This action, whether by  
9 design or negligence, undermines the integrity of the SEPA process and raises serious questions  
10 regarding the coordinated efforts between the City and Catholic Charities to push the project forward  
11 without proper environmental or community review.  
12

13           2.269       The Plaintiff's good-faith effort to raise concerns based on federal, state, and municipal  
14 law was not only dismissed but stands as evidence of a broader pattern of systemic disregard for public  
15 accountability and regulatory compliance by the City of Spokane and its development partners. This  
16 pattern, when viewed in context with other omissions and adverse impacts outlined in this complaint,  
17 may constitute a violation of HUD's civil rights, fair housing, and environmental justice obligations,  
18 particularly as they relate to low-income and small business stakeholders adversely affected by these  
19 projects.  
20

21           2.273       Due to ongoing and repeated disturbances, Ms. Biel was compelled to make frequent,  
22 nearly daily visits to the House of Charity (HOC), a "Haven" sheltering approximately 400 individuals.  
23 The area surrounding the House of Charity (HOC) was frequently overwhelmed, with the outside  
24 perimeter described by witnesses as "a scene out of Woodstock" — crowded, chaotic, and unmanaged.  
25 This description, quoted from Robert McCann in a December 5, 2018, email to then-Council President  
26

1 Ben Stuckart, highlights the ongoing and repeated disturbances caused by the unchecked activity  
2 around the facility.

3 2.274 Ms. Biel sought assistance from HOC staff regarding vandalism to her property, the  
4 recovery of stolen items, and unsanitary conditions, including a disturbing incident where three times a  
5 transient individual defecated against the exterior of her building, causing waste to run down the wall,  
6 the first two clean ups were by her son and a male front desk employee. Despite her consistent  
7 outreach, no lasting solutions or improvements were provided by HOC administration.  
8

9 2.275 On November 18, 2018, the Plaintiff organized a meeting at Bridge Press Winery  
10 attended by fourteen local business owners from the surrounding area and two Spokane Police  
11 Department officers, Steve Braun and Mike Robarge. The meeting was convened to address the  
12 escalating public safety concerns tied to the nearby supportive housing facilities. Despite the presence  
13 of law enforcement, the officers offered little to no support or strategic guidance for the business  
14 community.  
15

16 2.276 During the meeting, one officer candidly admitted that “Haven tenants commit crimes  
17 and then hide in different Haven facilities, so we can’t find them,” but added that he “would not admit  
18 to saying that if asked.” This troubling statement reflected not only a known pattern of criminal  
19 behavior and lack of accountability but also a refusal by law enforcement to acknowledge or document  
20 the problem, leaving local businesses without the support or transparency they urgently needed.  
21

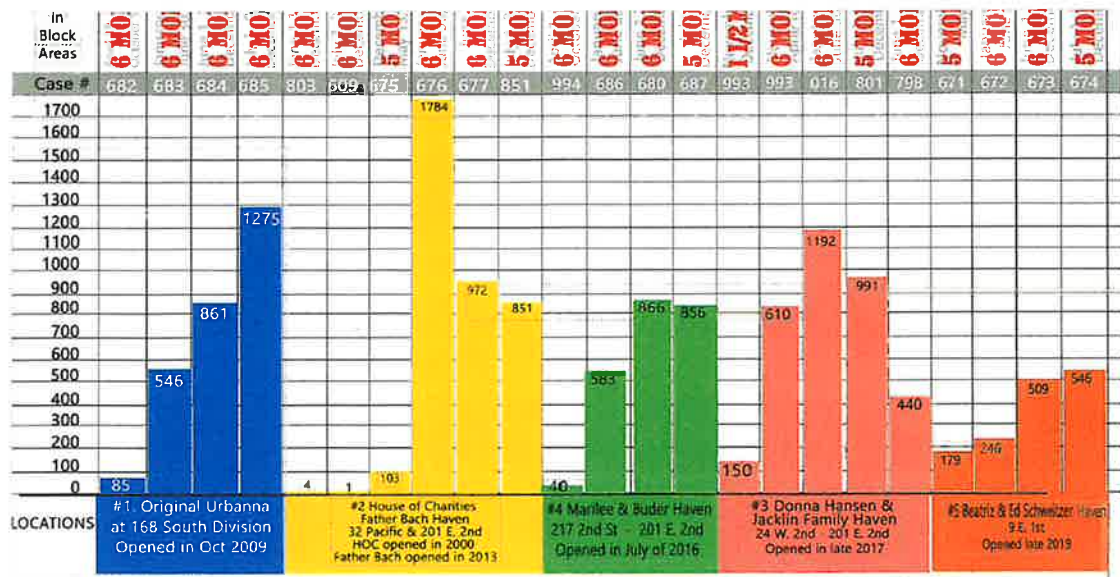
22 2.277 On three separate occasions, a resident from Beatriz and Ed Schweitzer Haven entered  
23 Urbanna and caused a disturbance. During her first visit, she loudly and publicly accused the business  
24 of being a “massage parlor” in the pejorative sense—implying illicit activity—and declared that  
25 Urbanna “should be shut down.” This outburst was disruptive to clients and staff and undermined the  
26 professional integrity and longstanding reputation of Urbanna.

1           2.278       Following the incident, Ms. Biel took a photo of the individual involved and  
2 personally visited Beatriz and Ed Schweitzer Haven to report the tenant's disruptive behavior.  
3 Although the on-site manager acknowledged and recognized the individual as a resident, he stated that  
4 "there was nothing he could do," offering no corrective action or assurance that similar misconduct  
5 would be addressed or prevented in the future.  
6

7           2.279       Crime continued to increase dramatically year after year with the opening of other  
8 Havens, including Jacklin Family Haven in approximately 2019, and Beatriz & Ed Schweitzer Haven  
9 in late 2019.

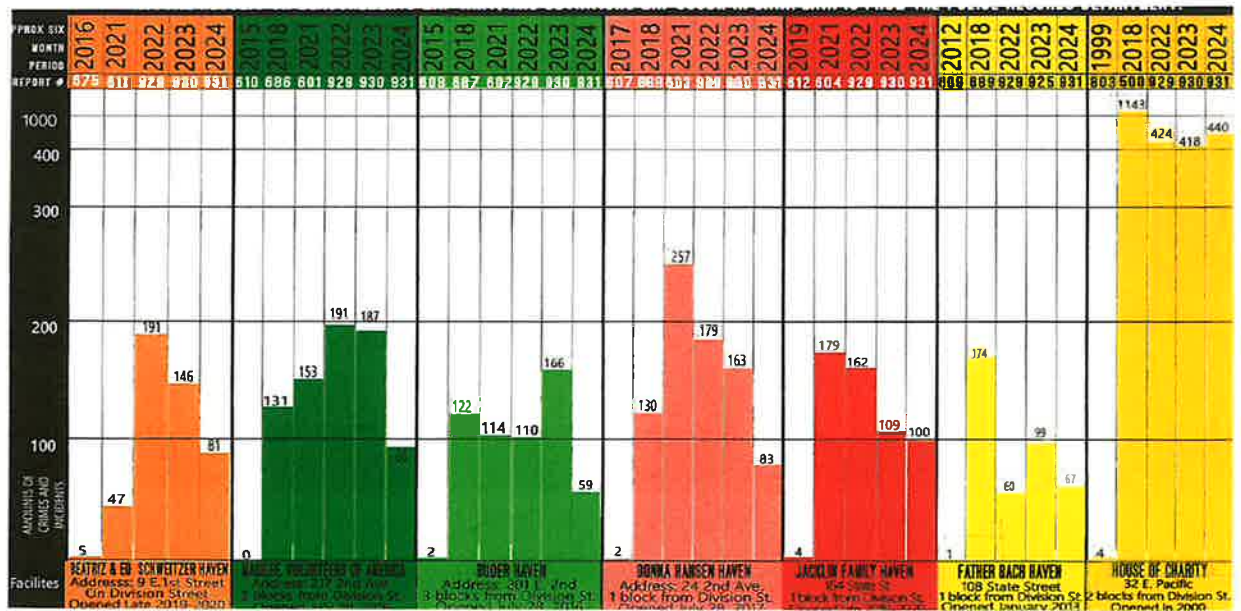


19           2.280       Crimes occurring in the surrounding Urbanna and in the vicinity of the havens have  
20 increased year after year, as demonstrated in the following chart.  
21  
22  
23  
24  
25  
26



DATA IS FROM SPOKANE POLICE/RECORDS DEPT. ACTUAL RESULTS OR MEASUREMENTS MAY VARY, AND DEVIATIONS MAY OCCUR.

2.281 Crimes occurring *within* the Catholic Charities facilities have also increased year after year, as demonstrated in the following chart.



2.282 By 2021, seven Catholic Charities Havens were operating in a five -block radius  
2 surrounding Urbanna's new location.



2.283 Being flanked by these seven facilities, Urbanna has experienced its business being  
14 overrun by crime to the point that it cannot remain viable.

2.284 On January 14, 2022, Ms. Biel requested that the Spokane Police Department meet  
16 with her and her business manager to discuss and review video footage of four crimes that had occurred  
17 between December 29, 2021 and January 14, 2022. These crimes included repeated destruction of  
18 large, hanging flower baskets outside of the business, plants in window planters being ransacked,  
19 human waste on sidewalks and lamp posts outside the company, and client and staff vehicles being  
20 broken into repeatedly, and other criminal activity.

2.285 On February 8, 2022, Linda Biel, on behalf of Urbanna, submitted a Code  
23 Enforcement Property Inspection Request to the City of Spokane.

2.286 In that request, Ms. Biel described the drug paraphernalia, garbage, graffiti, human  
26 excrement, junk vehicles being utilized and/or abandoned, the difficulty finding parking near her

1 business, and the obstruction to her business due to the thoroughfare created by the tenants of the  
2 Havens between House of Charity and 7-11 on the corner of Division Street and Second Avenue. The  
3 City failed to take any action on the Request.

4 2.287 In August 2022, Ben Stuckart resigned as chair of the Continuum of Care after a  
5 complaint against him relating to his steering funding to a charitable organization, which would, as a  
6 result, assist him in obtaining a position with that organization earning a significant salary, and was  
7 found to have merit.

8 2.288 Ms. Biel met directly with then-Mayor Nadine Woodward and her staff members to  
9 address the serious and ongoing harm facing local businesses and residents due to the high  
10 concentration of Catholic Charities' housing facilities in downtown Spokane. She specifically raised  
11 concerns about the lack of security, oversight, and accountability regarding tenants, many of whom  
12 were involved in repeated criminal activity near or around her business.

13 2.289 As part of the meeting, Ms. Biel presented physical evidence of the danger: a triple-  
14 pane glass window facing the Schweitzer Haven building that had sustained eight-gun shots, with shots  
15 penetrating two of the three panes. The room behind that shattered glass was designated for providing  
16 hair and esthetic services to children.



17 2.290 Following this disclosure to the City, the Plaintiff was met with silence. Out of  
18 caution, the separate youth salon was closed.

1           2.291       Urbanna has not been the only business in the neighborhood so affected by the  
2       overwhelming and unmitigated conduct surrounding the Defendants' properties.



13  
14           2.292       Businesses around Urbanna began to close or relocate. Starbucks closed in December  
15       2023. Froyo Earth closed. Les Schwab relocated. Bridge Press Winery closed. Redemption Church  
16       closed. Bellevue Healthcare relocated.

17           2.293       As a direct and proximate result of the facilities being centered in less than a quarter-  
18       mile radius around Urbanna, along with the lack of security, lack of police assistance, and lack of  
19       Catholic Charities' controls on tenant's criminal histories and conduct, Urbanna has experienced a  
20       significant decline in business and inability to retain staff, increasing over the past 10 years.

21  
22           2.294       Urbanna has again attempted to relocate but given its landlord's refusal to let it out of  
23       its lease, Urbanna again faces the loss of significant tenant improvements to the space, payment of rents  
24       for a space it cannot utilize, and/or loss of revenues, clients, and staff to the point that it can no longer  
25       do business.

1           2.295     Urbanna pays \$13,000 per month for lease of its current location. The balance owed  
2 under the current lease is approximately \$182,000.

3           2.296     Once relocation can occur, Urbanna estimates business relocation costs and business  
4 interruption costs due to relocation at \$299,000. Moving expenses are anticipated to exceed \$25,000.  
5 Tenant improvements to a new location are estimated at \$50,000. From there, marketing, client  
6 recovery, rebuilding a client base in a new location, and rebuilding the lost client trust due to the  
7 interference suffered at the prior two locations are estimated at over \$40,000.  
8

9           2.297     Urbanna's consistent delivery of high-quality, client-focused services is reflected in its  
10 outstanding public reviews across multiple platforms. Facebook showcases a near-perfect rating of 4.7  
11 stars in 2024, while Google features over 870 reviews with a 4.9 out of 5 rating in 2025. On Yelp,  
12 Urbanna maintains a 4.8-star average, affirming its status as one of Spokane's most trusted and well-  
13 loved salons and spas. These ratings are a testament to the professionalism, talent, and care  
14 demonstrated by the Urbanna team day after day.  
15

16          2.298     Despite its care and attention to clients, over the decade, Urbanna has suffered a  
17 substantial and continuous loss of business, goodwill, and client and staff retention as a direct and  
18 proximate result of the Defendants' failure to control the deteriorating environment surrounding the  
19 spa.  
20

21          2.299     Regular and visible open-air drug activity, the frequent presence of human feces and  
22 urine near the entrance, and unsafe or obstructed sidewalks have created an atmosphere of instability  
23 and distress for clients and staff alike. The lack of safe, accessible public parking—often occupied or  
24 compromised by loiterers, damaged vehicles, or visible criminal activity—further discouraged walk-in  
25 traffic and even deterred long-time loyal customers from returning.  
26

1           2.300     As a result, Urbanna has experienced a steady decline in revenue, appointment  
2 cancellations, online reviews referencing neighborhood safety, and a loss of reputation, not due to the  
3 quality of its services, but due entirely to unchecked environmental degradation enabled by the City's  
4 inaction.

5           2.301     As a direct and proximate result of the Defendants' conduct described herein, Urbanna  
6 has endured repeated property damage, including broken windows, vandalized planters, tampered  
7 signage, and ongoing damage to the building's exterior and surrounding sidewalks.

8           2.302     Plaintiff has been forced to absorb the costs of repair and replacement, private  
9 sanitation, and biohazard cleanup for waste, needles, and other hazardous materials, as well as  
10 additional staffing and time to maintain a safe client condition.

11           2.303     The business has also been compelled to purchase and install costly security systems,  
12 cameras, motion detectors, and additional lighting to protect staff and clients from theft, threats, and  
13 harassment. These expenses were never necessary before the influx and overconcentration of the  
14 surrounding housing facilities.

15           2.304     In addition, Urbanna has lost critical time, energy, and productivity responding to  
16 these issues—time that could have been spent growing the business, serving clients, or innovating, but  
17 instead was consumed by trying to mitigate the consequences of government and nonprofit negligence.

18           2.305     When Urbanna relocated to its new location, the business initially reopened with a  
19 team of 16 employees and quickly grew to 33, reflecting strong community demand and the spa's  
20 excellent reputation. However, despite this promising growth, the surrounding environment became  
21 increasingly unstable due to unchecked criminal activity and chronic public safety issues.

22           2.306     As conditions deteriorated around the premises, many of Urbanna's foundational,  
23 highly paid employees left, taking their client base with them, citing safety concerns and an inability to  
24

1 work under constant threat of harassment, theft, and visible drug use outside the building. The  
2 unpredictability of the area — compounded by a lack of meaningful response from city officials and  
3 property managers — created daily anxiety for staff, particularly the 96.97% who were women.

4         2.307         Today, Urbanna continues to operate with empty stations, not because of a lack of  
5 demand or poor business planning, but because talented professionals are unwilling to work in a high-  
6 crime area where mace is their only protection. The external conditions have limited the spa's ability to  
7 retain and recruit staff and clients, ultimately restricting its growth, stability, and long-term  
8 sustainability — all due to factors beyond its control.

9  
10                     **III. CAUSE OF ACTION: PUBLIC AND CHRONIC NUISANCE**  
11                     **AND BREACH OF DUTIES OWED**

12         3.1         Plaintiff realleges and incorporates by reference all preceding paragraphs as though  
13 fully set forth herein.

14         3.2         “Nuisance consists in unlawfully doing an act, or omitting to perform a duty, which  
15 act or omission either annoys, injures or endangers the comfort, repose, health or safety of others,  
16 offends decency...or in any way renders other persons insecure in life, or in the use of property.” RCW  
17 7.48.120.

18         3.3         Spokane Municipal Code defines “nuisance activity” to include, without limitation,  
19 the following activities, which are present at all of the above-described facilities: litter and rubbish,  
20 general nuisance, which is “any act or omission, as provided in Chapter 7.48 RCW or Chapter 9.66  
21 RCW or which unreasonably...interferes with the comfort, solitude, health or safety of others...” SMC  
22 10.68.020(H)(1)(a), (f). The litter, rubbish, loitering, property damage, open drug use, violence, threats  
23 of violence, and violence by residents of the havens have significantly interfered with the comfort,  
24  
25  
26

1 solitude, health and safety of Plaintiff, Plaintiff's staff and customers, other business owners in  
2 downtown Spokane, and the residents in the City of Spokane.

3           3.4           "Nuisance activity" further includes "[a]ny criminal conduct... occurring on, around,  
4 near or having a nexus to a property, including but not limited to..." stalking, harassment, disorderly  
5 conduct, assault, including domestic violence, indecent exposure, lewd conduct, dangerous weapons,  
6 "loitering for the purpose of engaging in drug-related activity," drug-related activity, "warrant arrests,  
7 or any instance in which a DOC offender is located at a property while in violation of DOC  
8 supervision," possession of or trafficking in stolen property, etc. There are numerous instances of each  
9 of these activities occurring on a regular and consistent basis in, around, near, and having a nexus to  
10 these properties by virtue of the residents allowed to reside therein.  
11

12           3.5           Actionable nuisance is one which "is injurious to health or indecent or offensive to the  
13 senses, or an obstruction to the free use of property, so as to essentially interfere with the comfortable  
14 enjoyment of the life and property, is a nuisance and the subject of an action for damages and other and  
15 further relief." RCW 7.48.010.  
16

17           3.6           "Such action may be brought by any person whose property is, or whose patrons or  
18 employees are, injuriously affected or whose personal enjoyment is lessened by the nuisance." RCW  
19 7.48.020.  
20

21           3.7           A plaintiff who is awarded a judgment for damages, is also entitled to a court order  
22 allowing a warrant to issue to the sheriff to abate and to deter or prevent the resumption of such  
23 nuisance. RCW 7.48.020. In the event that the warrant is inadequate to abate or prevent the continuance  
24 of the nuisance, the plaintiff may have the defendant enjoined. *Id.*

25           3.8           A public nuisance is one which affects equally the rights of an entire community or  
26 neighborhood. RCW 7.48.130.

1           3.9       Every person who has the care, government, management, or control of any building,  
2 structure, or any other place mentioned in this section shall, for purposes of this section, be taken and  
3 deemed to be the owner or agent of the owner or owners of such building, structure or other place, and  
4 as such, may be proceeded against for erecting, contriving, causing, continuing, or maintaining such  
5 nuisance. RCW 7.48.130. Thus, all named defendants in this lawsuit are proper party defendants.  
6

7           3.10       Public nuisance includes the use of any building or other place, which is offensive or  
8 dangerous to the health of individuals or of the public. RCW 7.48.140(7).

9           3.11       Spokane Municipal Code defines nuisance properties as properties “where unsafe  
10 conditions exist or where crime repeatedly occurs.” Spokane Municipal Code (SMC) 10.68.010.

11           3.12       “Chronic nuisance property” means a “property on which nuisance activity is  
12 observed on three or more occasions during any sixty-day period or on which nuisance activity is  
13 observed on seven or more occasions during any twelve-month period.” SMC 10.68.020(D). Nuisance  
14 activities have occurred, been observed, recorded, and responded to by Spokane law enforcement  
15 significantly more frequently than seven occasions during any twelve-month period since each facility  
16 opened to the public and are known chronic nuisance properties.  
17

18           3.13       “Chronic nuisance properties create a substantial financial burden, pose a significant  
19 strain in city services, interfere with other’s use and enjoyment of their lands, and are a prohibited  
20 public nuisance.” *Id.* The above-described facilities are known public nuisances in the City of Spokane.  
21

22           3.14       “Persons in charge of such properties have a duty to take all reasonable measures to  
23 prevent and abate nuisance activity.” *Id.*

24           3.15       “Control” means the ability to regulate, retrain, dominate, counteract or govern  
25 property or conduct that occurs on a property.” SMC 10.68.030(E).  
26

3.16 The owners of the real property upon which the above-described facilities are located are in charge of and control the conduct on the real property, have a duty to prevent and abate nuisance activities, have breached that duty, and caused harm to the above-captioned Plaintiff, and other businesses and residents in the City of Spokane.

3.17 Catholic Charities Housing Services of Eastern Washington and Catholic Charities of Spokane, being in charge of, having management and control of the above-described facilities, and as an agent of the owner of the real property upon which the above-described facilities are located has a duty to prevent and abate nuisance activities, has breached that duty and caused harm to the above-captioned Plaintiff, and other businesses and residents in the City of Spokane.

3.18 Robert McCann, individually, being in charge of, having management and control of the above-described facilities, and as an agent of the owner of the real property upon which the above-described facilities are located has a duty to prevent and abate nuisance activities, has breached that duty and caused harm to the above-captioned Plaintiff, and other businesses and residents in the City of Spokane.

3.19 Defendants are liable for Plaintiff's damages directly and proximately caused by Defendants' actions and inactions, and should be held legally and financially accountable to provide for the restoration and abatement of such properties pursuant to Washington law, and SMC 10.68.010.

#### **IV. CAUSE OF ACTION: EQUAL PROTECTION VIOLATIONS/ SELECTIVE ENFORCEMENT**

4.1 Plaintiff realleges and incorporates herein all preceding paragraphs as though fully set forth herein.

4.2 The Fourteenth Amendment to the United States Constitution provides that “[n]o state shall...deny to any person within its jurisdiction the equal protection of the laws.” 42 U.S.C. §1983

1 provides a private cause of action for individuals whose constitutional rights are violated under the  
2 color of state law.

3 4.3 Defendants herein, including the City of Spokane, Catholic Charities entities, and the  
4 for-profit property owners, have participated in the construction and operation of shelters and housing  
5 facilities within Spokane city limits, particularly within the downtown area of the City of Spokane.  
6

7 4.4 These facilities, built with the City's authorization, approval, and financial support,  
8 have been the subject of police reports, 911 calls, and complaints documenting criminal activity, illicit  
9 drug use, and violent incidents involving tenants of the facilities.

10 4.5 Despite these well-documented reports and ongoing issues and harms to downtown  
11 residents and business owners, and Plaintiff specifically, due to the other named Defendants' operation  
12 of the herein described facilities, the City of Spokane has refused to enforce its own laws, including  
13 Spokane Municipal Code, SMC 10.68 (Chronic Nuisance Properties), RCW 7.48, *et.seq.*, and zoning  
14 ordinances related to health and safety.  
15

16 4.6 Upon information and belief, no citations, abatement orders, or chronic nuisance  
17 actions have been brought and/or enforced against these facilities or their operators, including Catholic  
18 Charities, the property owners, or Robert McCann.

19 4.7 Upon information and belief, other similarly situated private property owners  
20 unaffiliated with the Defendants, have been subjected to code enforcement actions, fines, and legal  
21 proceedings for conduct substantially less harmful or disruptive.  
22

23 4.8 The City of Spokane took action in 2023 against Camp Hope, asking the court to  
24 declare it a chronic nuisance. In the City's complaint filed, it alleged "ongoing illegal drug and criminal  
25 activity continues to have a tremendous negative impact upon the quality of life, safety, and health of  
26

1 the surrounding neighborhood and community.” See, [https://my.spokanecity.org/news/](https://my.spokanecity.org/news/releases) releases  
2 [/2023/03/21/ city-files-for-chronic-nuisance-relief/](https://my.spokanecity.org/news/releases/2023/03/21/city-files-for-chronic-nuisance-relief/).

3 4.9 The City has supported the shut-down of other chronic nuisance properties,  
4 encouraging neighbors to contact law enforcement to lodge complaints regarding similar properties  
5 requiring police response more than three times in 60 days or seven within 12 months; but has failed to  
6 take action against Catholic Charities facilities. See, [https://www.kxly.com/news/local-news/neighbors-](https://www.kxly.com/news/local-news/neighbors-band-together-to-shut-down-chronic-problems-house/article_f7396f95-65d5-5215-8c7c-0042ea8e2843.html)  
7 [band-together-to%20shut-down-chronic-problems-house/article\\_f7396f95-65d5-5215-8c7c-](https://www.kxly.com/news/local-news/neighbors-band-together-to-shut-down-chronic-problems-house/article_f7396f95-65d5-5215-8c7c-0042ea8e2843.html)  
8 [0042ea8e2843.html](https://www.kxly.com/news/local-news/neighbors-band-together-to-shut-down-chronic-problems-house/article_f7396f95-65d5-5215-8c7c-0042ea8e2843.html).

9  
10 4.10 In 2024, Compassionate Addiction Treatment (CAT Spokane) previously located at  
11 168 S. Division Street was relocated at the behest of the City of Spokane due to the calls regarding the  
12 chronic nuisance property.

13  
14 4.11 Plaintiff, and other downtown businesses and residents, located in close proximity to  
15 these facilities have suffered unique and disproportionate harm including but not limited to decreased  
16 customer traffic and revenue, security expenses and physical damage from vagrant activity, diminished  
17 property values and harm to reputation, and increased exposure to crime and threats to public safety.

18 4.12 The City’s refusal to enforce nuisance and zoning ordinances against favored for-  
19 profit landowners who are affiliated with the favored nonprofit organization, Catholic Charities, lacks a  
20 rational basis and is designed to shield politically aligned, or City-supported organizations from  
21 liability and oversight.

22  
23 4.13 The City’s conduct violates Plaintiff’s right to equal protection under the law, as it has  
24 created a two-tiered system of enforcement that harms disfavored property and business owners while  
25 granting de facto immunity to others.

1           4.14   Based upon the foregoing, the City of Spokane is liable for damages sustained by  
2 Plaintiff in amounts to be proven at trial, and for such other relief as the Court may deem appropriate.

3           **IV.    CAUSE OF ACTION: VIOLATIONS OF 42 U.S.C. §1983 / MONELL LIABILITY**

4           5.1           Plaintiff realleges and incorporates herein all preceding paragraphs as though fully set  
5 forth herein.

6           5.2           Plaintiff owns and operates a business in downtown Spokane, in close proximity to the  
7 homeless shelters, transitional housing, and low-barrier facilities that were constructed and operated by  
8 both for-profit real property owners, and Catholic Charities.

9           5.3           These facilities were approved, permitted, and at least partially, have been publicly  
10 funded by the City of Spokane.

11           5.4           Since their opening, these facilities have generated persistent, foreseeable, and serious  
12 harm to the surrounding businesses and residents, and specifically Plaintiff herein such as drug  
13 trafficking and open drug use, assaults and violent altercations, property damage and vandalism, theft,  
14 harassment of employees and patrons, and a steady and measurable decline in foot traffic, revenue, and  
15 security.

16           5.5           Plaintiff and others have repeatedly reported these issues to the City, providing  
17 detailed documentation by way of police reports, public complaints, and personal appeals for  
18 intervention.

19           5.6           Despite being fully aware of the dangerous and deteriorating conditions, the City of  
20 Spokane has failed to enforce its own nuisance abatement codes set forth in Spokane Municipal Code,  
21 SMC 10.68, *et.seq.*, refused to take reasonable steps to mitigate or correct the harm, continued to  
22 support and finance the facilities, thereby reinforcing and sustaining the dangerous conditions, and  
23 effectively created a protected zone of lawlessness around these facilities.

1           5.7           The City's deliberate indifference to the ongoing harm, combined with its active role  
2 in financially supporting and enabling the nuisance properties, has interfered with Plaintiff's  
3 fundamental property rights, including the right to use and enjoy property and conduct lawful business  
4 in a safe and predicable environment.

5           5.8           Independent audits of Catholic Charities' financial statements have repeatedly found  
6 "material weaknesses," yet, the City of Spokane continues to allocate funds to the operation of the  
7 Catholic Charities' facilities.

8           5.9           This pattern of knowing inaction and complexity is arbitrary, conscience-shocking,  
9 and without any legitimate interest.

10           5.10          The City's conduct goes beyond mere negligence and represents a decision to tolerate  
11 and foster dangerous conditions, specifically, in the downtown area of Spokane, at the expense of  
12 Plaintiff and other downtown businesses, residents, and visitors and customers to these businesses and  
13 residents.

14           5.11          The City of Spokane violated substantive due process as its actions and inactions have  
15 been egregious, arbitrary and conscience-shocking such that they interfere with a clearly established  
16 property interest.

17           5.12          The City's inaction has risen to the level of a substantive due process violation by  
18 affirmatively creating and increasing risks and harms to Plaintiff by permitting, encouraging,  
19 supporting both financially and by its inactions and actions in allowing the facilities to be built and  
20 continue to operate in such manners as described herein.

21           5.13          Based upon the foregoing, the City of Spokane is liable for damages sustained by  
22 Plaintiff in amounts to be proven at trial, and for such other relief as the Court may deem appropriate.  
23  
24  
25  
26

1 **VI. CAUSE OF ACTION: NEGLIGENCE**

2 6.1 Plaintiff realleges and incorporates all preceding paragraphs as though fully set forth  
3 herein.

4 6.2 Defendants owe a duty to exercise reasonable care in the management of their real  
5 property, particularly where criminal activity is foreseeable.  
6

7 6.3 The City of Spokane owes a duty to the public, and to Plaintiff, to enforce health and  
8 safety laws in a non-negligent and nondiscriminatory manner.

9 6.4 Defendants own real property upon which shelters and facilities have been constructed  
10 and operated within the City of Spokane to serve vulnerable populations, including individuals  
11 experiencing homelessness, mental illness and addiction.  
12

13 6.5 The City of Spokane approved, permitted, and has financially supported the  
14 development and operation of the herein described properties despite their concentrated location in the  
15 downtown core.

16 6.6 Since opening, the facilities have been the sources of repeated and foreseeable  
17 criminal conduct, open drug use and trafficking, assaults and violent disturbances, property damage,  
18 theft, loitering, vandalism, and other conditions that have substantially interfered with Plaintiff's  
19 business operations.  
20

21 6.7 Numerous complaints, incident reports, and law enforcement calls have been made  
22 about conduct occurring in and in the vicinity of the facilities, placing the property owners, Catholic  
23 Charities, and the City of Spokane on notice of the conditions and associated risks.

24 6.8 Despite this notice, the property owners and Catholic Charities have failed to  
25 supervise, secure, or regulate conduct on their property, and have allowed the conditions to persist,  
26 despite clear foreseeability of harm.

6.9 The property owners and Catholic Charities have breached their duty to manage and maintain reasonably safe premises.

6.10 Despite this notice, the City of Spokane has failed to inspect, cite, or take any remedial action under existing municipal codes, and other applicable zoning and safety codes.

6.11 The City of Spokane has breached its duty to enforce applicable nuisance, zoning and safety laws.

6.12 The negligence of the for-profit land owners, Catholic Charities, and the City of Spokane has directly and proximately caused harm to Plaintiff, including but not limited to decreased customer patronage and income; increased security and maintenance costs; emotional distress to Plaintiff's shareholders, customers, and staff; and harm to reputation and goodwill of Plaintiff.

6.13 Plaintiff is entitled to a judgment against Defendants, compensating it for its general and special damages in amounts to be proven at trial.

**VII. CAUSE OF ACTION: TORTIOUS INTERFERENCE WITH BUSINESS EXPECTANCY**

7.1 Plaintiff realleges and incorporates herein all preceding paragraphs as though fully set forth herein.

7.2 Plaintiff has held a business license for operation of its high-end salon and spa in downtown Spokane and has operated as such for over 15 years.

7.3 Plaintiff has engaged in legitimate business practices, which have resulted in positive reviews and repeat customers over the years.

7.4 Plaintiff's business relies upon regular customer traffic, public safety, and a reasonably maintained commercial environment.

1           7.5           Plaintiff has ongoing business relationships and economic expectancies with  
2 customers, clients, vendors, and the broader downtown commercial community.

3           7.6           Plaintiff has the existence of a valid business expectancy.

4           7.7           The above-captioned Defendants each had knowledge of the existence of Plaintiff's  
5 business and knowledge of Plaintiff's business expectancy.

6           7.8           Defendants' conduct in constructing and operating a concentrated cluster of  
7 permanent housing projects, along with Defendants' knowledge of their failures to properly manage,  
8 operate, and control the operation of the housing facilities as described herein, show an intentional  
9 interference with business in downtown Spokane, including interference with Plaintiff's business  
10 operations and expectancy.

11           7.9           Defendants' conduct in constructing and operating a concentrated cluster of  
12 permanent and transitional housing projects, along with Defendants' knowledge of their failures to  
13 properly manage, operate, and control the operation of the housing facilities as described herein was  
14 and is improper.

15           7.10          Defendants have disrupted Plaintiff's business expectancies by constructing and  
16 operating high crime shelters and facilities in close proximity to Plaintiff's business.

17           7.11          Defendants have failed to supervise and/or control conduct in and around those  
18 properties.

19           7.12          Defendants have allowed the properties to deteriorate into chronic nuisance sites with  
20 open-air drug use, assaults, loitering, vandalism, property damage, and other harms ongoing on a  
21 consistent basis.

22           7.13          Defendants have refused to abate the nuisance and/or enforce Washington law and  
23 City Municipal Codes and relevant safety and zoning ordinances.

1           7.14       Rather than increase police presence and enforcement, the City of Spokane has  
2 continued to lose officers, and has failed to take steps necessary to ensure there are sufficient officers in  
3 the downtown Spokane area to address and deal with the increase in criminal conduct caused by the  
4 concentration of Catholic Charities' havens.

5  
6           7.15       The City of Spokane's deliberate refusal to act, despite repeated notice and complaints  
7 regarding these facilities, and its continued financial and administrative support of these properties,  
8 constitutes intentional and improper interference with Plaintiff's business interests.

9           7.16       The City of Spokane's inaction and policy of tolerating lawless conduct around  
10 favored nonprofit entities constitutes intentional and improper interference with Plaintiff's business  
11 interests.

12           7.17       As a direct and proximate result of the Defendants' conduct, failures to take  
13 appropriate actions to remedy the ongoing and increasing impact on Plaintiff and Plaintiff's business  
14 operations, Plaintiff has suffered loss of a customer base due to unsafe surroundings, deterioration in  
15 the perception of the downtown Spokane business district, business reputation and goodwill damage,  
16 lost revenues, decreased profitability, decreased ability to find and retain staff, and Plaintiff has been  
17 harmed in amounts to be proven at trial.  
18

19                           **VIII. PRAYER FOR RELIEF AND JUDGMENT**

20                   WHEREFORE, Plaintiff prays for relief and judgment against Defendants as follows:

21                   1.       That judgment be entered against Defendants for economic damages sustained by  
22 Plaintiff, as described herein;

23                   2.       For an award of Plaintiffs' reasonable attorney's fees and costs incurred herein as  
24 allowed by law;

25                   3.       For an order of abatement and/or mitigation of the chronic nuisance properties, and  
26

1 related relief, as allowed by law;

2 4. For punitive damages, as allowed by law;

3 5. For an award of pre-judgment and post-judgment interest, as allowed by law;

4 6. For such other and further legal and equitable relief as the Court deems just and  
5 equitable.  
6

7  
8 DATED this 19 day of August, 2025

9 

10 EOWEN S. ROSENTRATER, WSBA No. 36744  
11 *Attorney for Urbanna Inc.*  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

**I. INTRODUCTION**

Over the past ten (10) years, Urbanna, Inc. d/b/a Urbanna Spa, Salon, and Wine has suffered direct, ongoing, and cumulative harm as a direct and proximate result of the actions and inactions of the City of Spokane and Catholic Charities. This damage has impacted not only the economic viability of the business but also the right to operate in a safe and supportive environment as a taxpaying citizen and business owner, as set forth in Appendix A: Complaint.

**II. RELOCATION AND BUSINESS DISRUPTION COSTS**

| <b>Description of Estimated Future Expenses<br/>Relocation and Business Interruption</b> | <b>Amount</b>    |
|------------------------------------------------------------------------------------------|------------------|
| Moving expenses                                                                          | \$25,000         |
| First and last months' lease at new location                                             | \$20,000         |
| Tenant improvements for new location                                                     | \$50,000         |
| Balance under current lease agreement                                                    | \$182,000        |
| Marketing and client recovery                                                            | \$12,000         |
| Rebuilding client base and goodwill                                                      | \$20,000         |
| <b>TOTAL</b>                                                                             | <b>\$309,000</b> |

**III. COMPENSATORY DAMAGES**

| <b>Business Losses</b>                                                                    | <b>Amount</b> |
|-------------------------------------------------------------------------------------------|---------------|
| Lost business revenue related to client attrition, damage to reputation, boycotting, etc. | \$2,237,000   |

|                                                                      |                    |
|----------------------------------------------------------------------|--------------------|
| Loss of walk-in traffic                                              | \$138,000          |
| Loss of goodwill                                                     | \$450,000          |
| Staff turnover, retention, and retraining                            | \$400,000          |
| Loss of income due to forced closure of under 21 and family services | \$30,000           |
| <b>TOTAL</b>                                                         | <b>\$3,255,000</b> |

| <b>Property Damage &amp; Security</b>        | <b>Amount</b>   |
|----------------------------------------------|-----------------|
| Repairs due to vandalism                     | \$12,000        |
| Theft and property damage                    | \$10,000        |
| Security camera installation and maintenance | \$6,000         |
| Sanitation and biohazard cleanup             | \$6,000         |
| Trash, paraphernalia, and other clean up     | \$60,000        |
| <b>TOTAL</b>                                 | <b>\$94,000</b> |

| <b>Litigation and Other Damages</b> | <b>Amount</b>             |
|-------------------------------------|---------------------------|
| Attorney Fees and Costs             | <b>\$75,000 (ongoing)</b> |

Plaintiff also seeks abatement and mitigation relief as to the chronic nuisance properties described in its Complaint, Appendix A.

Further, Plaintiff reserves the right to amend this Claim for Damages and Itemization of Damages as more information becomes available, and as the harm is ongoing.

| WITNESS NAME                                                                                                                       | COMPANY, if known                                                | CONTACT INFORMATION                                                                            |
|------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| Molly Dalpae                                                                                                                       |                                                                  | (509) 290-2147<br><a href="mailto:mdalpae@aol.com">mdalpae@aol.com</a>                         |
| Trasi                                                                                                                              | Worked at CC                                                     | (310) 894-0831                                                                                 |
| Steve Kraft                                                                                                                        | Froyo Earth Yogurt<br>(Kraft Management)                         |                                                                                                |
| Micah Prim                                                                                                                         | SPD                                                              |                                                                                                |
| Steve Wohl                                                                                                                         | SPD                                                              |                                                                                                |
| Officer Waters                                                                                                                     | SPD                                                              |                                                                                                |
| Officer David Overhoff                                                                                                             | SPD                                                              |                                                                                                |
| Officer Jackson Henry                                                                                                              | SPD                                                              |                                                                                                |
| Sgt. Rose                                                                                                                          | SPD                                                              |                                                                                                |
| Mike Roberge                                                                                                                       | SPD                                                              | (509) 625-4003<br><a href="mailto:mroberge@spokanepolice.org">mroberge@spokanepolice.org</a>   |
| Jason M. Hartman                                                                                                                   | SPD                                                              | (509) 209-7186<br><a href="mailto:jhartman@spokanepolice.org">jhartman@spokanepolice.org</a>   |
| Lt. Braun                                                                                                                          | SPD                                                              | (509) 385-293<br><a href="mailto:ssbraun@spokanepolice.org">ssbraun@spokanepolice.org</a>      |
| Kahar Moman                                                                                                                        |                                                                  | (509) 701-7077<br><a href="mailto:kamar711@hotmail.com">kamar711@hotmail.com</a>               |
| Marcella Davis                                                                                                                     |                                                                  | (509) 466-5281<br><a href="mailto:marcella@marcellabridal.com">marcella@marcellabridal.com</a> |
| Kelly Keenan                                                                                                                       |                                                                  | (509) 625-6056<br><a href="mailto:kkeenan@spokanecity.org">kkeenan@spokanecity.org</a>         |
| Securitas Employees<br>witnessing criminal<br>activity hired by Frontier<br>Behavioral Health:<br>Tony<br>Addison<br>Jacob<br>John |                                                                  |                                                                                                |
| Jonathan Mallahan                                                                                                                  | Catholic Charities:<br>Housing Services of<br>Eastern Washington | (509) 459-6180<br><a href="mailto:jmallahan@ccspokane.org">jmallahan@ccspokane.org</a>         |
| Marquez Henderson                                                                                                                  | Cassel                                                           | (813) 766-2916                                                                                 |
| Conrad Bagley                                                                                                                      | Crosswalk Therapist                                              | (509) 389-2930                                                                                 |

|                               |                             |                                                                                                        |
|-------------------------------|-----------------------------|--------------------------------------------------------------------------------------------------------|
| Rikki                         | A-Economy                   | (509) 836-8361 or (509) 362-5639                                                                       |
| Justin Menendez               | A-Economy                   | (206) 376-1349                                                                                         |
| Gary                          | A-Economy                   | (509) 951-5300                                                                                         |
| Brooke Becker                 | More Storage                | (509) 425-6355                                                                                         |
| Clarke Kelsey                 | Clarks Cleaners             | (509) 499-5168                                                                                         |
| Patrick                       |                             |                                                                                                        |
| Jeremy Tangen                 |                             |                                                                                                        |
| Brian and Melody Padrta       | <i>Bridge press Cellars</i> | (509)991-3664                                                                                          |
| Mark McLees                   | NAI Black                   | (509) 710-2819 office (509) 622-3554<br><a href="mailto:mmclees@naiblack.com">mmclees@naiblack.com</a> |
| David Black                   | NAI Black                   | (509) 622-3554<br><a href="mailto:dblack@naiblack.com">dblack@naiblack.com</a>                         |
| Chris Bell                    | NAI Black                   | <a href="mailto:cbell@naiblack.com">cbell@naiblack.com</a>                                             |
| Jeff Johnson                  | NAI Black                   | <a href="mailto:jjohnson@naiblack.com">jjohnson@naiblack.com</a>                                       |
| Steve Allen                   | VINOS                       | (509) 838-1229                                                                                         |
| Mollie                        | Behavioral Health           |                                                                                                        |
| Jeremy Weaver and Jill        | Incognito Hair Salon        | (509) 315-6107                                                                                         |
| Bruce Van Cott                |                             | 509) 444-8815                                                                                          |
| Jim Hanley                    |                             | <a href="mailto:jim@tinrooffurniture.com">jim@tinrooffurniture.com</a>                                 |
| Ashley Loveless               | G&B                         | 509) 344-4906<br><a href="mailto:aloveless@g-b.com">aloveless@g-b.com</a>                              |
| Allicia Barhen                | G&B                         | (509) 459-6109<br><a href="mailto:abarberi@g-b.com">abarberi@g-b.com</a>                               |
| Tracy Cassel                  | Cassel Signs                | (509) 747-0062                                                                                         |
| Cyndi Parris                  | Added Touch Nails           | <a href="mailto:Cyndiparris@yahoo.com">Cyndiparris@yahoo.com</a>                                       |
| Amanda Fleming                |                             | <a href="mailto:Anfskin@gmail.com">Anfskin@gmail.com</a>                                               |
| Cathy Giannou                 |                             | <a href="mailto:giannou@yahoo.com">giannou@yahoo.com</a>                                               |
| Brenda Covert                 |                             | <a href="mailto:blcovert@comcast.net">blcovert@comcast.net</a>                                         |
| Sara Broadstreet              |                             | <a href="mailto:euchloe@gmail.com">euchloe@gmail.com</a>                                               |
| Alicia West                   |                             | <a href="mailto:aliciawest@gmail.com">aliciawest@gmail.com</a>                                         |
| Kristan Dietzen               |                             | <a href="mailto:krisde21@gmail.com">krisde21@gmail.com</a>                                             |
| Allen Sizemore                |                             | <a href="mailto:allensizemore@gmail.com">allensizemore@gmail.com</a>                                   |
| Christy Scammel Huber         |                             | (509) 710-4123<br><a href="mailto:parchristyseml@yahoo.com">parchristyseml@yahoo.com</a>               |
| Wendy Fishburne               |                             | <a href="mailto:wendyf@wendyfishburnelmft.com">wendyf@wendyfishburnelmft.com</a>                       |
| LaVerne Biel                  |                             | <a href="mailto:laverne@thebiels.com">laverne@thebiels.com</a>                                         |
| Thomas Hammer                 |                             | (509) 535-4806                                                                                         |
| Chris Batton                  |                             | <a href="mailto:chris@rencorprealty.com">chris@rencorprealty.com</a><br>(509) 217-5508                 |
| Ivy Batten                    |                             | <a href="mailto:ivy@rencorprealty.com">ivy@rencorprealty.com</a>                                       |
| Wetzle Warehouse Len Urgeleit |                             | <a href="mailto:lenurgeleit@comcast.net">lenurgeleit@comcast.net</a><br>(509) 995-3080                 |
| Stella Kinne                  |                             | <a href="mailto:StellaK@JohnLScott.com">StellaK@JohnLScott.com</a>                                     |

|                                |                            |                                                                                                                          |
|--------------------------------|----------------------------|--------------------------------------------------------------------------------------------------------------------------|
| Timon Behan                    | Wild Walls                 | <a href="mailto:Wildwalls@msn.com">Wildwalls@msn.com</a><br>(509) 701-9669                                               |
| (Keller Williams) Evette Wilie |                            | <a href="mailto:Evettew@KW.com">Evettew@KW.com</a><br>(509) 879-2468                                                     |
| Craig Davis                    | Marcellas Bridal           | <a href="mailto:Craig@marcellasbridal.com">Craig@marcellasbridal.com</a><br>(509) 995-1397                               |
| Sally Winfrey                  | Sweet Frostings Bakery     | <a href="mailto:info@sweetfrostingsbakershop.com">info@sweetfrostingsbakershop.com</a><br>(509) 242-3845                 |
| Jim Bendickson                 |                            | (509) 951-9720                                                                                                           |
| HG Higgins                     |                            |                                                                                                                          |
| Nadine Woodward                |                            | (509) 251-9900                                                                                                           |
| Brynn West                     |                            | (509) 227-5756                                                                                                           |
| Denny and Lainey La Rue        | Owner of LoLo's            | (509) 979-3579                                                                                                           |
| Jerry Dickers                  |                            | <a href="mailto:gvd@gvdcommercial.com">gvd@gvdcommercial.com</a><br>(509) 979-3579                                       |
| Les Schwab owner               |                            |                                                                                                                          |
| Chud Wendle                    |                            | (509) 595-3147 or (509) 951-9720<br><a href="mailto:chudwendle@huttonsettlement.org">chudwendle@huttonsettlement.org</a> |
| Trish Thoen                    | Owner of Cue's             |                                                                                                                          |
| Michelle Bundy                 |                            | <a href="mailto:mamontoe@comcast.net">mamontoe@comcast.net</a><br>(509) 863-7998                                         |
| Bonnie Quinn                   |                            | <a href="mailto:bonnie@quinn.agency">bonnie@quinn.agency</a>                                                             |
| Christine Quinn                |                            | <a href="mailto:christineq1@mac.com">christineq1@mac.com</a><br>(206) 601-5811                                           |
| Sam Cassel                     |                            | (509) 475-6747                                                                                                           |
| Darin Klundt                   |                            | <a href="mailto:darinklundthosmer.com">darinklundthosmer.com</a><br>(509) 953-5973                                       |
| Dean Davis                     |                            | <a href="mailto:Dean@deandavis.com">Dean@deandavis.com</a><br>(509) 991-3940                                             |
| Brandi Kirk,                   | Division Starbucks Manager |                                                                                                                          |
| Michelle Duncan                | Party Palace               | <a href="mailto:mlddkd@gmail.com">mlddkd@gmail.com</a>                                                                   |
| Dan Duncan                     |                            | <a href="mailto:DKD471@comcast.net">DKD471@comcast.net</a>                                                               |

|                     |  |                                                                                          |
|---------------------|--|------------------------------------------------------------------------------------------|
| Heather Damas       |  | <a href="mailto:mobeauty13@gmail.com">mobeauty13@gmail.com</a>                           |
| Alisaundra Lambert  |  | <a href="mailto:snake11666@gmail.com">snake11666@gmail.com</a>                           |
| Mac A Preston       |  | <a href="mailto:mpist0719@gmail.com">mpist0719@gmail.com</a>                             |
| Jack Gumm           |  | <a href="mailto:jgumm47@hotmail.com">jgumm47@hotmail.com</a>                             |
| Koin King           |  | <a href="mailto:EuroFx2002@msn.com">EuroFx2002@msn.com</a>                               |
| Malenna King        |  | <a href="mailto:ml_mangione@hotmail.com">ml_mangione@hotmail.com</a>                     |
| Kelsey M Allen      |  | <a href="mailto:BradleyKorbel@gmail.com">BradleyKorbel@gmail.com</a>                     |
| Austina Larsen      |  | <a href="mailto:staina91@gmail.com">staina91@gmail.com</a>                               |
| Amanda Blake        |  | <a href="mailto:customercare@bbfitness.com">customercare@bbfitness.com</a>               |
| Angelica Floyanoncu |  | <a href="mailto:retailsales@bbfitness.com">retailsales@bbfitness.com</a>                 |
| John Kapelac        |  | <a href="mailto:john.kapelac@countryfinancial.com">john.kapelac@countryfinancial.com</a> |
| Kimberly Gomez      |  | (509) 724-0020                                                                           |
| Jennifer Huston     |  | (509) 624-9784<br><a href="mailto:nstnjnnfr@yahoo.com">nstnjnnfr@yahoo.com</a>           |
| Shelly Pace         |  | (360) 624-6687<br><a href="mailto:shellypace@gmail.com">shellypace@gmail.com</a>         |
| Meko Millard        |  | (509) 995-9814                                                                           |
| Mackenzie Kellogg   |  | (509) 994-4063                                                                           |
| Mercedes Rodriquez  |  | 509) 747-0062                                                                            |
| Scott Little        |  | (509) 747-0062                                                                           |
| Tawnyle Elliot      |  | 509) 747-0062                                                                            |
| George Koons        |  | 509) 216-4952                                                                            |
| Brad Jourvey        |  | (509) 496-8336                                                                           |
| Rick Blakey         |  | (509) 939-7556                                                                           |
| L V Brown           |  | (509) 389-8886                                                                           |
| Tyler Sutherland    |  | (509) 701-5713                                                                           |

|                                                      |  |                                                                                                |
|------------------------------------------------------|--|------------------------------------------------------------------------------------------------|
| Gary Chaltin                                         |  | MoreSpaceStorage.com                                                                           |
| Jeremiah Dale                                        |  | <a href="mailto:miah.dale@yahoo.com">miah.dale@yahoo.com</a>                                   |
| Zach Shullbetter                                     |  | <a href="mailto:zach@vxiliary.com">zach@vxiliary.com</a>                                       |
| Robert McVicars ( <i>wrote to HUD about Havens</i> ) |  | bobmcv1@hotmail.com                                                                            |
| Ed Bruya                                             |  | (509) 951-6267<br><a href="mailto:edbruya@gmail.com">edbruya@gmail.com</a>                     |
| Harry Sladich                                        |  | <a href="mailto:harry@gojoepatrol.com">harry@gojoepatrol.com</a>                               |
| Gavin Cooley                                         |  | <a href="mailto:gavin@spokanebusinessassociation.com">gavin@spokanebusinessassociation.com</a> |
| Griffen Dietrich                                     |  | <a href="mailto:gdietrich@gatessecurity.com">gdietrich@gatessecurity.com</a>                   |
| Jacob Grady                                          |  | <a href="mailto:jacob@surfaceexperts.com">jacob@surfaceexperts.com</a>                         |
| Bobby Brett                                          |  | <a href="mailto:bbrett@spokanechiefs.com">bbrett@spokanechiefs.com</a>                         |
| Jake Swartz                                          |  | <a href="mailto:jakes@jonesdoublereed.com">jakes@jonesdoublereed.com</a>                       |
| Aaron Rivkin                                         |  | <a href="mailto:laddercoffee@gmail.com">laddercoffee@gmail.com</a>                             |
| Gretchen McDevitt                                    |  | <a href="mailto:mcdevittgh@gmail.com">mcdevittgh@gmail.com</a>                                 |
| Mark Starr                                           |  | <a href="mailto:marks@davidspizza.com">marks@davidspizza.com</a>                               |
| Larry Stone                                          |  | <a href="mailto:stone@stonegco.com">stone@stonegco.com</a>                                     |
| Joe Garst                                            |  | <a href="mailto:jgarst@windermere.com">jgarst@windermere.com</a>                               |
| Craig Cowley                                         |  | <a href="mailto:ccowley@dc-engineers.com">ccowley@dc-engineers.com</a>                         |
| Jay Underwood                                        |  | <a href="mailto:jay@corvusmedical.com">jay@corvusmedical.com</a>                               |
| Nick Czapla                                          |  | <a href="mailto:nickczapla@lbstoneproperties.com">nickczapla@lbstoneproperties.com</a>         |
| Bryn West                                            |  | <a href="mailto:bryn@riverparksquare.com">bryn@riverparksquare.com</a>                         |
| Tom Barany                                           |  | <a href="mailto:tbarany@generalstorespokane.com">tbarany@generalstorespokane.com</a>           |
| Shane Miller                                         |  | <a href="mailto:shanem@divcon-inc.com">shanem@divcon-inc.com</a>                               |
| Sheldon Jackson                                      |  | <a href="mailto:sheldon@selkirkdev.com">sheldon@selkirkdev.com</a> lisa                        |

|                         |  |                                                                                              |
|-------------------------|--|----------------------------------------------------------------------------------------------|
| Lisa Shaffer            |  | <a href="mailto:lisagailshaffer@gmail.com">lisagailshaffer@gmail.com</a>                     |
| Kristin Lobdel          |  |                                                                                              |
| David Condon            |  | City of Spokane                                                                              |
| Ben Stuckart            |  |                                                                                              |
| Breean Beggs            |  |                                                                                              |
| Harry Sladich           |  | <a href="mailto:harry@gojoepatrol.com">harry@gojoepatrol.com</a>                             |
| Cory Erhgott            |  |                                                                                              |
| Owner of Antique Rabbit |  |                                                                                              |
| Cody Alejandro          |  |                                                                                              |
| Jared D Smith           |  | <a href="mailto:j.smith@jll.com">j.smith@jll.com</a>                                         |
| David Anderson          |  | <a href="mailto:david.anderson@rsgroup.ca">david.anderson@rsgroup.ca</a>                     |
| Krista Featherstone     |  | <a href="mailto:kristaf@royaluph.com">kristaf@royaluph.com</a>                               |
| Brad Barnett            |  | <a href="mailto:brad@spokanebusinessassociation.com">brad@spokanebusinessassociation.com</a> |
| David. K. Adamson       |  | <a href="mailto:david.k.adamson@gmail.com">david.k.adamson@gmail.com</a>                     |
| Kelly Greenwood         |  | <a href="mailto:kelly.greenwood@marshmma.com">kelly.greenwood@marshmma.com</a>               |
| Scott Wetzel            |  | <a href="mailto:swetzel@windermere.com">swetzel@windermere.com</a>                           |
| Richard A. Repp         |  | <a href="mailto:rrepp@workwith.com">rrepp@workwith.com</a>                                   |
| Janet Brucick           |  | <a href="mailto:jjbrucick@icloud.com">jjbrucick@icloud.com</a>                               |
| Mark D.                 |  | <a href="mailto:markd@dagostinoproperties.com">markd@dagostinoproperties.com</a>             |
| Mike Allen              |  | <a href="mailto:ewumba@hotmail.com">ewumba@hotmail.com</a>                                   |
| Josh Hissong            |  | <a href="mailto:josh@studiohdg.com">josh@studiohdg.com</a>                                   |
| Chris Olson             |  | <a href="mailto:co@olsonprojects.com">co@olsonprojects.com</a>                               |
| Sheriff Nowel           |  | <a href="mailto:jnowels@spokanesherriff.org">jnowels@spokanesherriff.org</a>                 |
| Noah Dickens            |  | <a href="mailto:noahd60@hotmail.com">noahd60@hotmail.com</a>                                 |

|                        |  |                                                                                    |
|------------------------|--|------------------------------------------------------------------------------------|
| Rudy Munzel            |  | <a href="mailto:rudymunzel@gmail.com">rudymunzel@gmail.com</a>                     |
| Jonathan McKay         |  | <a href="mailto:mckay@m5c7.com">mckay@m5c7.com</a>                                 |
| Gordon Hester          |  | <a href="mailto:gordonh@kiemlehagood.com">gordonh@kiemlehagood.com</a>             |
| Ian McKibben           |  |                                                                                    |
| Rod Bacon              |  | <a href="mailto:rjbacon@passwordinc.com">rjbacon@passwordinc.com</a>               |
| Ryan Berg              |  | <a href="mailto:ryanbberg@gmail.com">ryanbberg@gmail.com</a>                       |
| Alex Munzel            |  | <a href="mailto:alex.r.munzel@gmail.com">alex.r.munzel@gmail.com</a>               |
| Andrew Northrop        |  | <a href="mailto:andrew@spokanehardware.com">andrew@spokanehardware.com</a>         |
| Dawn Sugasa            |  | <a href="mailto:dmsugasa@gmail.com">dmsugasa@gmail.com</a>                         |
| Doug Trudeau           |  | <a href="mailto:doug@trudeaus.com">doug@trudeaus.com</a>                           |
| George Demakis         |  | <a href="mailto:georgedemakis@stonegco.com">georgedemakis@stonegco.com</a>         |
| Eric F. Green          |  | <a href="mailto:egreen@purposefinancial.com">egreen@purposefinancial.com</a>       |
| Nick Brumback          |  | <a href="mailto:nbg@brumbackre.com">nbg@brumbackre.com</a>                         |
| Steve McDonald         |  | <a href="mailto:stevemcdonald@stonegco.com">stevemcdonald@stonegco.com</a>         |
| Susan M. Horton        |  | <a href="mailto:susan.horton@wheatlandbank.com">susan.horton@wheatlandbank.com</a> |
| Timothy Schwering      |  | <a href="mailto:tschwering@mac.com">tschwering@mac.com</a>                         |
| Guy Byrd               |  | <a href="mailto:guy.byrd@svn.com">guy.byrd@svn.com</a>                             |
| Jordan Lester          |  | <a href="mailto:jordan.lester@svn.com">jordan.lester@svn.com</a>                   |
| Christopher G. Varallo |  | <a href="mailto:chris.varallo@kutakrock.com">chris.varallo@kutakrock.com</a>       |
| Beau Brett             |  | <a href="mailto:beaubrett@babyloninv.com">beaubrett@babyloninv.com</a>             |
| Ryan Towner            |  | <a href="mailto:ryan@ltrealestateco.com">ryan@ltrealestateco.com</a>               |
| Sam Morse              |  | <a href="mailto:smorse@cantucommercial.com">smorse@cantucommercial.com</a>         |
| Drew Ulrick            |  | <a href="mailto:dulrick@naiblack.com">dulrick@naiblack.com</a>                     |
| Tim Kestell            |  | <a href="mailto:tim.kestell@kiemlehagood.com">tim.kestell@kiemlehagood.com</a>     |

|                 |  |                                                                          |
|-----------------|--|--------------------------------------------------------------------------|
| Susannah Stoltz |  | <a href="mailto:susannah.stoltz@gmail.com">susannah.stoltz@gmail.com</a> |
| Stuart Lee      |  | <a href="mailto:stulee22@hotmail.com">stulee22@hotmail.com</a>           |
| T R Potter      |  | <a href="mailto:g_rpotter@comcast.net">g_rpotter@comcast.net</a>         |
| Nancy Gleason   |  | <a href="mailto:nancygleason94@gmail.com">nancygleason94@gmail.com</a>   |
| Chad Thomas     |  | <a href="mailto:chad@qhomeloans.com">chad@qhomeloans.com</a>             |
| Jillian Olson   |  | <a href="mailto:jillianroseivey@gmail.com">jillianroseivey@gmail.com</a> |
| Cyrus Vaughn    |  | <a href="mailto:downtowncyrus@aol.com">downtowncyrus@aol.com</a>         |
| Tim Welsh       |  | <a href="mailto:tim@garco.com">tim@garco.com</a>                         |
| Craig Soehren   |  | <a href="mailto:craigs@kiemlehagood.com">craigs@kiemlehagood.com</a>     |
| Ryan Gee        |  | <a href="mailto:rgee@geeautomotive.com">rgee@geeautomotive.com</a>       |
| Fritz Wolff     |  | <a href="mailto:oldfritz@awolff.com">oldfritz@awolff.com</a>             |
| Barry Baker     |  | <a href="mailto:bbaker@bakerconstruct.com">bbaker@bakerconstruct.com</a> |
| Ned Rumpeltes   |  | <a href="mailto:ned.rumpeltes@gmail.com">ned.rumpeltes@gmail.com</a>     |
| Tom Clemson     |  | <a href="mailto:tom@gemstarcompanies.com">tom@gemstarcompanies.com</a>   |

Plaintiff reserves the right to amend this Claim for Damages and Witness List as more information becomes available.