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Via Email

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RE: Settlement Offer: *Wallin, et al., v. Boudreau, et al.*,
Case Number 24-2-00244-08, Cowlitz County Superior Court

Dear Mr. Power, Mr. Carlson and Ms. Clark:

Attached please find a Settlement Offer from my clients, the Plaintiffs in the above-referenced Open Public Meeting Act ("OPMA") lawsuit against Spencer Boudreau, Kalei LaFave, Erik Halvorson, and Keith Young (collectively "Individual Defendants"), and, at their demand, the City of Longview. This Offer is made to minimize the cost to the taxpayers of the City of Longview who, at the

demand of the Individual Defendants required the City of Longview to be added to the above lawsuit, and now may be required to pay all or part of any Judgment imposed as a result of the Individual Defendants' wrongful and illegal behavior. This Offer should not be taken as a signal that we have any concerns about the strength and ultimate success of the lawsuit against all of the Defendants. We are making this Offer now to try and save the taxpayers from further expense of defending the Individual Defendants' indefensible actions. If the Offer is not accepted, we will immediately move on to fully litigating this case, but at least we will know we tried, not once but twice, to get the Individual Defendants to put their constituents above themselves.

It is abundantly clear the Parties in Case No. 24-2-00244-08 have differing views on the strengths and weaknesses of the initial claims of OPMA violations in the injunctive lawsuit filed by the Plaintiffs on March 20, 2024. As shown in the Amended Complaint filed on August 15, 2024, there is strong evidence that the Individual Defendants have committed multiple OPMA violations from January 1, 2024, through March 28, 2024, and as a result the City has also violated the OPMA. The Plaintiffs have received the respective answers to the amended complaint from the Defendants and responses to the Discovery from Defendants Halvorson and Young. They collectively contained several admissions, obfuscations and falsehoods, factual inconsistencies, and perjurious denials.

The evidence of out of open meeting contacts between the Individual Defendants prior to and over the three-month period addressed in the Amended Complaint and the Individual Defendants' responses to both the Amended Complaint and Discovery questions are clear evidence of deliberate efforts to obstruct the public's right to open and transparent action by their leaders.

As a result of Mayor Boudreau's, Mayor Pro Tem LaFave's, Councilmember Young's and Councilmember Halvorson's vote to approve Resolution 2491, the City of Longview's taxpayers are required to cover most of the legal costs of the Individual Defendants in this lawsuit (with the exception of penalties and punitive damages). Litigation of this case has already been costly to the City of Longview taxpayers, and the costs are going to increase. Continued litigation will subject the Individual Defendants to extensive depositions of themselves and other witnesses to explore the subject matter of every contact cited in the Amended Complaint and occurring during the three-month window not yet detailed in the Complaint. Such discovery will only further establish the validity of Plaintiffs' claims and the wrongfulness of the Individual Defendants' actions. Such a finding could subject

the Individual Defendants to additional investigations, a recall from office, or losses at a future election from a dissatisfied electorate.

The Plaintiffs, residents of Longview who are trying to protect and defend the interests of the public through this lawsuit, are willing to forgo a public trial out of respect for Longview's taxpayers, provided the taxpayer's interests can also be protected from future harms caused by the Defendants and that violations of laws and Council rules and norms ***do not*** occur again.

Please present the attached settlement offer and this cover letter to all of the Defendants immediately. This includes the four Individual Defendants and the other Council Members and the City Manager as representatives of the Defendant City. The Offer expires at 5 pm on October 24, 2025.



MICHELE EARL-HUBBARD

Settlement Offer:

1. Plaintiffs agree to withdraw Case No. 24-2-00244-08 and all Defendants agree to not file cross claims or counterclaims against the Plaintiffs or any other Parties, nor will any of the Defendants seek any further awards of fees, costs or sanctions against the Plaintiffs.
2. In the interest of ensuring a clear understanding of OPMA and PRA regulations, the Individual Defendants agree to verifiably retake OPMA and PRA training within 60 days of a finalized settlement agreement.
3. Each Individual Defendant agrees to contribute \$500 from their personal funds (not to be reimbursed by the City) to the Washington Coalition for Open Government.
4. The Individual Defendants shall publicly acknowledge via a press release, or joint statement during public session at the first Council meeting following approval of this agreement, that the decisions and votes that they made at the council meetings on January 11, 2024, January 25, 2024, February 8, 2024, February 22, 2024, March 13, 2024, March 21, 2024 and March 28, 2024 resulted

in negative consequences to the City including staff resignations, reduced staff, low employee morale, increases in city expenses and harm to the public's trust.

5. The Individual Defendants shall publicly acknowledge via a press release, or joint statement during public session at the first Council meeting following approval of this agreement, as already stated in their responses to the amended complaint and/or discovery questions, that together they had discussions or communications out of public view either prior to and/or after January 1, 2024 that were in violation of the OPMA concerning:

- (a) the termination of the employment contract of then City Manager Kris Swanson,
- (b) the hiring of Jim Ducha as Interim City Manager
- (c) the selection of Spencer Boudreau as Mayor and Kalei LaFave as Mayor Pro-Tem.

6. To improve Council relations, honor transparency, and begin gaining back the public's trust, the Individual Defendants and the City will commit to engaging in open dialogue and debate regarding Council business. This specifically means

- (a) the Individual Defendants shall conduct all council communications on City provided devices and through City email addresses, and they shall not deliberate or take action except when all Council Members are present, and the communication has been properly noticed as an Open Public Meeting or shared with the public in advance of a public meeting on the subject of such discussions,
- (b) the Individual Defendants commit to not engage in "daisy chain" or serial type communications via text messages, emails, phone calls, phone messages or in person,
- (c) the Individual Defendants commit to avoiding gatherings and meetings outside of a properly noticed Open Public Meeting that would give the public the perception that Council Members are working as a block or engaging in deliberation or action with outside groups that seek to implement private agendas, and
- (d) the City shall clearly advise all other Council Members, current and as added to the Council, that they also must abide by the same rules as set forth in (a) to (c) above.

7. Since (a) the Individual Defendants required that the Plaintiffs add the City of Longview to the lawsuit under threat of moving for the case to be dismissed and refusal to answer discovery until the City was added, and (b) the OPMA places the

financial burden of fee and cost awards in OPMA lawsuits on the City, (c) the City of Longview agrees to reimburse the Plaintiffs \$52,000.00 within 10 days of this settlement to reflect reimbursement of Plaintiffs for all legal expenses, fees and fines incurred during this lawsuit so Plaintiffs can reimburse the many citizens and taxpayers who helped financially support it.

8. Within three months of this settlement, the City shall review its current public records requests practices, guidelines and policies and publicly adopt and publish a clear, transparent process that better ensures accountability by publicly tracking public record responses and identifies and reports to the public the status of employee's and official's productions and responses to the City when asked to provide records responsive to Public Record Act requests.

9. Plaintiffs agree to not file any additional lawsuits for OPMA violations which occurred prior to the expiration of this settlement offer.

10. The Plaintiffs agree not to lead any recall efforts based on conduct addressed in this lawsuit or events occurring through the date of this offer.

The Plaintiffs are certain of the strengths of their case. However, the Plaintiffs are willing to sacrifice their own self-interest to protect the interests of the public. We are hopeful the Individual Defendants, who each swore to act in the best interests of the public, and the City can similarly sacrifice their own self-interest and accept this offer. The Plaintiffs only seek to protect the citizens and taxpayers of Longview from the risk of future harm. We sincerely hope the Defendants will join in that endeavor.

This settlement offer shall remain open until 5:00 PM on Friday October 24, 2025, at which time it shall expire, and all items included in the Prayer for Relief of the Second Amended Complaint will be vigorously pursued. To be valid, this offer must be accepted by the City and all 4 Individual Defendants.