



# THE PAUL WOODS LAW FIRM, PLLC

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VIA EMAIL ATTACHMENT TO SCOTT.PASSEY@CITY OF EDMONDS.COM

May 22, 2025

City of Edmonds  
Attn: Scott Passey, City Clerk  
121 5<sup>th</sup> Ave N  
Edmonds, WA 98020  
[scott.passey@edmondswa.gov](mailto:scott.passey@edmondswa.gov)

## ER 408: FOR SETTLEMENT PURPOSES ONLY

Re: Notice of David Levitan's legal claims and settlement demand to City of Edmonds

Dear Mr. Passey:

My co-counsel Raeanne Hutchison and I are writing on behalf of our client, Mr. David Levitan, to provide notice of his legal claims and settlement demand to his former employer, the City of Edmonds (hereafter "Edmonds" or "the City"). Many employment law disputes are complicated, with attorneys trying to fit hotly disputed facts into vague legal standards, leading to real uncertainty as to the would-be outcome of a lawsuit. But that is simply not this case. This is a clear-cut, obvious case of tortious interference with a business expectancy in which Edmonds' Director of Planning and Development, Susan McLaughlin, went out of her way to prevent Mr. Levitan from securing a director-level job he had been contingently offered by the City of Lake Forest Park (hereafter "Lake Forest Park"). More specifically, Director McLaughlin violated Edmond's own policies by informing Lake Forest Park of a pending sexual harassment investigation involving Mr. Levitan when called to confirm his employment with the City.

Critically, the list of reference check questions (which Mr. Levitan obtained in response to a public records request) shows that Lake Forest Park did *not* ask Director McLaughlin for anything remotely related to the sexual harassment investigation; rather, Director McLaughlin volunteered this information, even though she believed the allegations against Mr. Levitan were false (and indeed Edmonds soon thereafter determined the allegations were unfounded). Because of the information Director McLaughlin volunteered, Lake Forest Park rescinded its offer of employment to Mr. Levitan, and when he then asked to remain in his then-current job with Edmonds, Director McLaughlin denied his request.

Mr. Levitan filed a complaint with Edmonds in September 2023, in which he alleged Director McLaughlin volunteered the information about the pending sexual harassment investigation to Lake Forest Park in order to retaliate against him and prevent him from advancing his career. The City's subsequent investigation determined Mr. Levitan's complaint was true. As such, Edmonds' own investigation confirms its Director of Planning and Development intentionally

**ER 408: FOR SETTLEMENT PURPOSES ONLY**

Mr. Scott Passey, City Clerk for City of Edmonds

May 22, 2025

Page 2

interfered with Mr. Levitan's conditional job offer with Lake Forest Park for an improper purpose (retaliation) and via improper means (violating Edmonds' own policies/laws). This is the very definition of tortious interference with a business expectancy.

Given how obvious liability is—as proven by Edmonds' own investigation findings—we anticipate Edmonds will understand the clear risk it faces from Mr. Levitan's claims and, we expect, will understand the value in settling this matter swiftly, without the expense and public spectacle of prolonged litigation. Therefore, Mr. Levitan will be willing to settle this case if, and only if, the City pays him a full and fair settlement value now. To that end, I ask that Edmonds' representative review the following summary of the facts and laws governing this case, along with the enclosed evidence proving Mr. Levitan's case. I ask that Edmonds then seriously consider Mr. Levitan's settlement offer, which is provided at the end of this letter. To be clear, however: if Edmonds does not settle now, then Mr. Levitan will proceed with formal litigation. To that end, I am enclosing a copy of his Tort Claim Form to the City, which Mr. Levitan has signed today and will be formally submitting to the City shortly. See enclosed Exhibit #4.

**I. SUMMARY OF FACTS**

Mr. Levitan began his employment with the Edmonds in January 2023, serving as the Planning Manager. At that time, Ms. Michelle Martin was already employed with the City and had submitted a request for reclassification of her position in July 2022. Mr. Levitan did not become aware of Ms. Martin's reclassification request until approximately May 2023, as he was preparing to conduct Ms. Martin's annual performance evaluation for the period through June 2023. As Mr. Levitan was new to the department, his performance evaluation of Ms. Martin only covered her work in 2023, with Director McLaughlin completing the evaluation for the period between July 2022 and December 2022. While he did weigh in on how the reclassification request would impact the Planning Division (a component of the larger Planning and Development Department), Mr. Levitan deferred to his direct supervisor, Director McLaughlin, leaving Director McLaughlin to determine whether the reclassification was warranted and how it might affect the department's needs.

On July 20, 2023, Director McLaughlin formally denied Ms. Martin's reclassification request. Earlier that same day, Mr. Levitan had submitted an application for the Planning Director position in Lake Forest Park. Although he had been with Edmonds for only six months, Mr. Levitan made this decision due to a combination of career aspirations and growing concern about conflict between the Edmonds City Council and the prior administration, which had created an increasingly difficult environment for him and his team.

Based on public records that Mr. Levitan has since received, upon receiving notice of the reclassification denial on July 20, 2023, Ms. Martin immediately emailed her union complaining about the denial and placing the bulk of the blame on Mr. Levitan, despite him not having a major role in the denial. Mr. Levitan had merely provided his general assessment of how Ms. Martin was performing the duties assigned to her during the limited time he had personally observed her work. In that email, Ms. Martin also alleged (for the first time) that Mr. Levitan had

## **ER 408: FOR SETTLEMENT PURPOSES ONLY**

Mr. Scott Passey, City Clerk for City of Edmonds

May 22, 2025

Page 3

made a sexually inappropriate comment to her in March 2023, four months prior to the reclassification denial—an allegation Mr. Levitan vehemently denies to this day. Ms. Martin’s email also claimed (again for the first time) Mr. Levitan micromanaged her, used excessive profanity in the workplace, and monitored her electronically. Notably, Ms. Martin did not raise any of her “concerns” about Mr. Levitan’s behavior in real time; rather, she suddenly decided to complain about him months after-the-fact, after her reclassification request was denied.

The following day, Friday, July 21, 2023, Ms. Martin went home from work for the day without publishing the following week’s Planning Board packet, which was one of her job duties. She failed to carry out this duty, despite Mr. Levitan messaging her earlier that day to say the packet was ready to publish. When Ms. Martin noticed later that night that Mr. Levitan had published the packet himself, she sent him an email thanking him. Mr. Levitan replied sternly, but professionally, to express his disappointment that she had not completed the task before she left for the day.

That weekend, on July 23, 2023, Ms. Martin filed a harassment claim with the City against Mr. Levitan. Her complaint alleged Mr. Levitan made the supposedly sexually-inappropriate comment months earlier and further alleged he was stalking/tracking her by asking her to stay logged into MS Teams—their department’s main mode of communication for quick messages. Ms. Martin’s complaint also alleged Mr. Levitan cursed too much in the office and repeatedly spoke poorly of the City Council. To be clear: Mr. Levitan has consistently and categorically denied all the allegations Ms. Martin made against him, other than agreeing he could reduce the use of profanity at work.

Mr. Levitan learned about the allegations on Monday, July 24, 2023, when Director McLaughlin showed him a copy of the complaint on the computer screen in her office. He told her she probably shouldn’t be sharing the complaint with him, unless Human Resources had told her she could do so.

Mr. Levitan received formal notice of the harassment claim from the HR Director Jessica Neill Hoyson on July 31, 2023, and was informed that an outside attorney had been hired to conduct an investigation. The notice indicated that his allegedly harassing comment occurred in the presence of Ms. Martin and two other employees. However, during a later interview, the investigator clarified that only Ms. Martin had been present during the alleged incident. Mr. Levitan was told to keep the investigation confidential until it was completed. Mr. Levitan followed this directive.

As noted above, just before Ms. Martin filed her allegation, Mr. Levitan had applied for a director-level position (the next level up from his then-current planning manager position), with Lake Forest Park. Mr. Levitan did not mention the pending investigation to Lake Forest Park during his interview process, as he was never asked, in writing or verbally, about any pending allegations against him. He received a conditional offer of employment from Lake Forest Park on August 18, 2023, which he accepted on August 19, 2023. Mr. Levitan then informed Director McLaughlin, on August 22, 2023, that he intended to accept the Lake Forest Park position, but

**ER 408: FOR SETTLEMENT PURPOSES ONLY**

Mr. Scott Passey, City Clerk for City of Edmonds

May 22, 2025

Page 4

he also said he did not want his decision to accept the higher-level position with a different employer shared at Edmonds. Director McLaughlin did not honor his request.

On August 31, Mr. Levitan was formally interviewed by the City's outside investigator, Kathleen Haggard. He denied all the allegations raised by Ms. Martin, except acknowledging that he could reduce his use of profanity in the office. Mr. Levitan stated, however, that he had already committed to making that change prior to learning about the complaint. Ms. Haggard issued her report on September 29, 2023 (hereafter "the Martin Investigation Report"). Exhibit #1. The Martin Investigation Report did not substantiate any of Ms. Martin's claims, other than that Mr. Levitan used profanity too much in the office, which he had admitted. The City's close out letter noted that (if he were still employed by the City that) the City's response to this behavior would have been some basic counseling and a request to tone down the cursing. Exhibit #1.

On September 1, 2023—while the investigation into Ms. Martin's complaint was pending—Lake Forest Park informed Mr. Levitan that it was waiting on one minor item before finalizing the conditional offer of employment. At that time, they confirmed to Mr. Levitan that he was still very much the preferred candidate for the job. Mr. Levitan did not realize that this final "minor" item was a reference check with his supervisor, Director McLaughlin, because Mr. Levitan had specifically noted that he did not want her to be contacted on his application for the Lake Forest Park job. Indeed, he had previously asked Edmonds' HR Director (Jessica Neill Hoyson) about the City's policy on reference checks, and she had stated that the City was only allowed to confirm employment with no additional information provided, due to perceived liability risks from potentially providing references. Ms. Neill Hoyson later reiterated this concern about the city's liability for disclosing the investigation into Mr. Levitan when interviewed for the city's eventual investigative report into Director McLaughlin's actions towards Mr. Levitan (hereafter the "McLaughlin Investigation Report").

Despite having not received the formal offer letter from Lake Forest Park, Mr. Levitan submitted his notice of resignation to Edmonds on September 1, 2023, with his last day scheduled for September 15, 2023. He submitted his resignation in large part because many of his coworkers at Edmonds had learned about his pending departure from Director McLaughlin, who had not honored Mr. Levitan's request that she keep the information confidential while he waited for the formal offer to be made. Indeed, on August 24, Mr. Levitan was approached by a city council member who knew about his potential departure, and thus he knew Director McLaughlin had not honored his request.

As noted in the McLaughlin Investigation Report, Director McLaughlin initially wanted Mr. Levitan to remain in his job as the Planning Manager at Edmonds. She tried to convince him to remain with a promise of higher wages, which led her to disclose Mr. Levitan's plans to leave the City in violation of his request that the information remain confidential. Despite Director McLaughlin's efforts, however, Mr. Levitan preferred to take the opportunity for promotion at Lake Forest Park and so refused Director McLaughlin's request that he stay at Edmonds. The McLaughlin Investigation Report explains:

**ER 408: FOR SETTLEMENT PURPOSES ONLY**

Mr. Scott Passey, City Clerk for City of Edmonds

May 22, 2025

Page 5

As a result of his notice, Ms. McLaughlin emailed Ms. Neill Hoyson, the Director of Human Resources and asked her if she can offer Mr. Levitan “more money to stay.”<sup>1</sup> Ms. Neill Hoyson informed Ms. McLaughlin that this is not allowed in the public sector because it would be considered an inappropriate “gift of public funds.” Ms. Neill Hoyson also wrote that Mr. Levitan did not want to work there anymore because of certain Council interactions and dysfunctions with the Council. She did not believe that money would entice him to stay, even if it were allowed.

See Exhibit McLaughlin report #2, (footnote in the original).

As stated in the footnote to this segment of the McLaughlin Investigation Report, Director McLaughlin became upset that Mr. Levitan decided against remaining at Edmonds and, as a result, she developed a desire to retaliate against Mr. Levitan.

Director McLaughlin found her opportunity to retaliate when Lake Forest Park contacted her for a reference check, which after several delays occurred on September 6, 2023. As noted above, Mr. Levitan did not list Director McLaughlin as a reference and specifically noted in his job application with Lake Forest Park that they could not contact his current boss at Edmonds. Nevertheless, Lake Forest Park’s HR Director, Shannon Moore conducted a reference check interview with Director McLaughlin on September 6, 2023 anyways, during which time Director McLaughlin told Ms. Moore about the complaint Ms. Martin had filed against Mr. Levitan—even though Ms. Moore did not ask about this information. As noted in the McLaughlin Investigation Report:

Ms. Moore had a conversation with Ms. McLaughlin. She used a standard questionnaire to ask questions of Ms. McLaughlin. . . During the course of the interview, Ms. McLaughlin volunteered that there was an investigation pending involving allegations against Mr. Levitan. Ms. Moore did not ask her about this information, but Ms. McLaughlin volunteered this during the interview. Ms. McLaughlin stated that there was an ongoing claim against Mr. Levitan and an active investigation. It was made by a member of his team and needs to be taken very seriously. Also, noteworthy, is in the application and every set of questions asked by each of the three panels, there was no question asked about an investigation. . . She also stated that management of people was not his strong suit and that he struggles to connect with his team. Also, Ms. McLaughlin discussed other challenges about his punctuality, his ability to produce things on time, his negativity (“heavy boots”) and poor communication style. This was not noted in his performance review. When asked whether she would recommend him, she did not answer. See Exhibit McLaughlin report #2.

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<sup>1</sup> This is inconsistent with Ms. McLaughlin’s later actions to deny Mr. Levitan’s request to rescind his resignation. Evidence of Ms. McLaughlin’s consistent retaliatory conduct supports a conclusion that Mr. Levitan would not stay to help her complete the Comprehensive Plan which upset her and caused her to retaliate against him when he asked for his job back. It is reasonable to assume that it was a “tit for tat” where he refused to honor her request to stay and help her with the Comprehensive Plan so she refused to help him secure a new position and honor his request to be reinstated.

**ER 408: FOR SETTLEMENT PURPOSES ONLY**

Mr. Scott Passey, City Clerk for City of Edmonds

May 22, 2025

Page 6

As a direct result of Director McLaughlin's revelation, the next day, September 7, 2023, Mr. Levitan received an email from Ms. Moore stating that Lake Forest Park was rescinding the conditional job offer. When Mr. Levitan called Ms. Moore to ask her why, she noted that it was because he had not been honest about disclosing Ms. Martin's claim against him, which was still pending at the time. He explained that he had been told to keep it confidential and that Lake Forest Park had never asked him about pending claims either verbally or on any forms that he filled out. However, the damage was already done, and Lake Forest Park refused to hire Mr. Levitan.

That same day, upon learning the offer from Lake Forest Park had been rescinded, Mr. Levitan submitted a formal request to rescind his resignation from Edmonds and to remain in his role as the Planning Manager at the City. On September 13, 2023, Mr. Levitan was informed by acting-HR Director, Emily Wagener,<sup>2</sup> that she and Director McLaughlin had denied his request. Ms. Wagener agreed to place Mr. Levitan on administrative leave for his remaining time with Edmonds, and his last day with the City was September 15, 2023.

At the conclusion of his September 13 meeting with Ms. Wagener, Mr. Levitan handed her a hard copy of his claim against Director McLaughlin alleging she violated multiple city policies and noting his intent to pursue a claim for damages for defamation, intentional interference with contractual relations, and intentional interference with prospective economic advantage. His allegations were spelled out in the McLaughlin Investigation Report:

Mr. Levitan alleges that Ms. McLaughlin violated a number of City policies namely 2.7, 10.1 and 11.2 and he alleges she violated his privacy, retaliated against him, defamed him which caused him to lose a prospective position with the City of Lake Forest Park. He also alleged that her behavior caused significant stress, financial anxiety, harm to his professional prospects and negative impacts to his personal and mental health. He alleges that Policy 2.5 applies which is the Complaint Process for Discrimination, Harassment or Retaliation and asserts that he has a potential claim for damages against the City of Edmonds for defamation, intentional interference with contractual relations and intentional interference with prospective economic advantage. He recites a number of facts that serve as a basis for his complaint. See Exhibit McLaughlin report #2.

Mr. Levitan did not receive any word from Edmonds until twelve weeks later, on December 7, 2023, when he received an email from HR Manager RaeAnn Duarte saying the City would be conducting an investigation into his complaint. He was interviewed by the City's investigator, Kristina Maritzcak, on January 4, 2024 and provided her with additional emails and documents via email in the following weeks.

In the meantime, on September 29, 2023, Mr. Levitan learned that the investigation into Ms. Martin's complaint had concluded and that outside investigator Kathleen Haggard had completed

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<sup>2</sup> Ms. Wagener was in that role due to the regular HR Director's absence on medical leave.

**ER 408: FOR SETTLEMENT PURPOSES ONLY**

Mr. Scott Passey, City Clerk for City of Edmonds

May 22, 2025

Page 7

her report (the Martin Investigation Report). Mr. Levitan contacted Edmonds Human Resources to request a copy of the Martin Investigation Report. On October 11, 2023, he received both the Martin Investigation Report and an accompanying memo. The Martin Investigation Report did not substantiate any of Ms. Martin's claims except that Mr. Levitan had used profanity in staff meetings (which, again, he'd admitted). The memo noted that, had Mr. Levitan still been employed, he would have simply been counseled to reduce his use of profanity—an issue he was already working to improve. He would not have been disciplined. Exhibit 1.

Months then went by without the City providing Mr. Levitan with any update on the investigation into his claims against Director McLaughlin. On April 15, 2024, Mr. Levitan checked in with Ms. Duarte on the status of that investigation and received an almost immediate response noting that the City had not received the final report. Mr. Levitan has since learned through his public records request, however, that in fact a draft of the investigator's report *had* been provided to the city and its attorney more than a month earlier, in early March 2024. In any event, Mr. Levitan's April 15, 2024 email seemed to spur the City to finally review the report.

Mr. Levitan checked in again with Ms. Duarte on June 18, 2024. Three days later, on June 21, he received a response that she would check with the HR Director on the status of the report. On June 26, 2024, Ms. Duarte provided him with a copy of an investigation close out letter, which noted that the mayor, Mike Rosen, agreed with the findings from the investigation—whatever those were. Ms. Duarte did not, however, provide the actual investigation report (the McLaughlin Investigation Report). Instead, she told Mr. Levitan that the City only shared such reports with current employees. Mr. Levitan asked for the city policy that stated as much and noted that he had received a copy of the Martin Investigation Report after his employment had ended. At that point, Edmonds staff admitted that no such policy existed.

Mr. Levitan subsequently submitted a public records request for the Martin Investigation Report, and he finally received a redacted copy of the report on August 13, 2024. Exhibit McLaughlin report #2. The report confirms that Director McLaughlin admitted Lake Forest Park had not asked about investigations into Mr. Levitan:

[W]hen asked whether Ms. Moore asked specifically about whether there were any investigations pending. I asked how it came up in the context of the conversation. She stated the information had to do with communication regarding staff and working with staff and relationships with the team. She stated there were no questions about an investigation from Lake Forest Park and she volunteered the information.  
Exhibit McLaughlin report #2.

The McLaughlin Investigation Report concluded that Director McLaughlin had violated several city policies by participating the reference check in the first place and by volunteering information about the investigation into Ms. Martin's allegations despite Lake Forest Park not asking about it. The McLaughlin Investigation Report noted that Director McLaughlin had done this even though she admitted that she did not believe Ms. Martin's allegations against Mr. Levitan were true. The McLaughlin Investigation Report also concluded that the City never even

## **ER 408: FOR SETTLEMENT PURPOSES ONLY**

Mr. Scott Passey, City Clerk for City of Edmonds

May 22, 2025

Page 8

asked for proof that Lake Forest Park had received authority from Mr. Levitan to seek a reference from Director McLaughlin in the first place. Through interviews with current and past employees, it also concluded that Mr. Levitan was in fact well-liked and respected by his employees; that he served as a buffer between Director McLaughlin and his employees so that they would “not get beat up;” and that Director McLaughlin felt “threatened” by Mr. Levitan’s presence and his relationship with staff. All of this directly refutes Director McLaughlin’s feedback to Lake Forest Park and appears to be part of her coordinated efforts to damage Mr. Levitan employment prospects. Quite damningly, the McLaughlin Investigation Report concluded that Director McLaughlin took all these actions out of a desire to retaliate against Mr. Levitan for resigning and subsequently refusing her request that he stay at Edmonds. Exhibit McLaughlin report #2.

The McLaughlin Investigation Report finally states that “[w]hen applying the preponderance of evidence standard, the evidence gathered supports the conclusion that Director McLaughlin and potentially other city employees, violated City Personnel Policy 2.7, City Personnel Policy 10.1, and City Policy 11.” Exhibit McLaughlin report #2.

On August 11, 2024, the day before the report was finally released to Mr. Levitan, Mayor Rosen announced that he and Director McLaughlin had come to the mutual decision that she would be leaving the City, and that her departure was not “for cause” (this despite her bullying and retaliatory behavior described in the investigation report, which had been completed five months earlier). Mr. Levitan has learned, through public records requests, that Director McLaughlin received a nearly \$119K severance payment (seven months of pay) as part of a settlement agreement. This was offered to Director McLaughlin despite the actions documented in the investigation report; the fact that the employment agreement she signed in September 2021 only provided her with three months of severance in the event of being terminated without cause (an August 30, 2024 email from Ms. Neill Hoyson noted “in the interest of settling this matter the City is willing to offer you a total of four (4) additional months of severance”); and the fact that the city was facing a significant budget deficit at the time. Exhibit McLaughlin settlement #3.

## **II. LEGAL ANALYSIS**

The legal standards of a claim for tortious interference with a business expectancy are well established and straightforward. To prove a claim of tortious interference, Mr. Levitan need only prove the following: (1) he had a contract or, alternatively, simply a “business expectancy,” (2) Edmonds had knowledge of the expectancy, (3) Edmonds intentionally interfered with Mr. Levitan’s business expectancy causing the termination of expectancy, (4) Edmonds had either an improper purpose for its actions or used improper means when interfering with Mr. Levitan’s business expectancy, and (5) Mr. Levitan suffered damages as a result of losing the business expectancy. *See, e.g., Leingang v. Pierce County Medical Bureau*, 131 Wn.2d 133, 157 (1997)

The first two elements cannot be disputed. These elements are established when a plaintiff has a desire for a business relationship, there is a “reasonable expectancy” the relationship will come

## ER 408: FOR SETTLEMENT PURPOSES ONLY

Mr. Scott Passey, City Clerk for City of Edmonds

May 22, 2025

Page 9

to fruition, and the defendant is aware of the potential business relationship. *See, e.g., Scymanski v. Dufault*, 80 Wn.2d 77, 84-85 (1971). In this case, Mr. Levitan had much more than a “reasonable expectancy” he would receive a job from Lake Forest Park. Indeed, he’d already received a conditional offer of employment for the Planning Director position, which was a step up in both level and pay from his position with Edmonds. And Edmonds—in the form of its Director of Planning and Development Susan McLaughlin—was well aware of this potential relationship when Director McLaughlin answered Lake Forest Park’s reference check questions. Given the facts as determined by Edmonds’ own investigator (as documented in the McLaughlin Investigation Report), the City cannot realistically dispute these elements of Mr. Levitan’s case.

The third element was also clearly met: Edmonds, through Director McLaughlin, took an intentional action to provide an extremely negative review of Mr. Levitan, going so far as to volunteer information about a pending investigation for sexual harassment that Director McLaughlin herself admitted was not believable. Director McLaughlin’s intentional actions then directly caused Lake Forest Park to rescind the conditional offer of employment for the Planning Director. Again, these facts are not debatable; rather, they are documented in the City’s own investigation report. Thus, Edmonds’ Director of Planning and Development intentionally interfered with Mr. Levitan’s expected employment, causing the termination of that expected employment. This perfectly and exactly fulfills the third element of Mr. Levitan’s case.

The fourth element is also present, and proven by the City’s own investigation report. For this element, Edmonds only needs to have acted with *either* an improper motive *or* by using improper means. *See, e.g., Pleas v. Seattle*, 112 Wn.2d 794, 803-04 (1989). Edmonds’s actions would not even need to reach the level of acting with ill will, spite, or defamatory statements to satisfy this element. *Greensun Grp., LLC v. City of Bellevue*, 7 Wn. App. 2d 754, 773 (2019). Simply acting in an arbitrary and capricious manner is enough to satisfy this element. *Id.*

Here, Edmonds’s Director of Planning and Development, Susan McLaughlin, went far beyond mere arbitrary and capricious actions. As explained above, the McLaughlin Investigation Report has determined that she intentionally retaliated against Mr. Levitan, taking actions to intentionally deprive him of his conditionally-offered job with Lake Forest Park. Thus, the City’s own documentation proves that while acting in her official capacity as Director of Planning and Development, Susan McLaughlin indeed acted with ill will and spite against Mr. Levitan. Edmonds has thus documented that its Director acted with an “improper motive.” This is, without more, enough to prove the fourth element of Mr. Levitan’s case.

The McLaughlin Investigation Report goes even farther, however, and confirms Director McLaughlin (and potentially other City employees) acted with “improper means,” in that they provided information to Lake Forest Park that they were forbidden to provide under Edmonds’ own policies. The “improper means,” therefore, was Director McLaughlin’s violation of Edmonds’ own rules, along with potential violations of City rules by other employees as well. This also proves the fourth element of Mr. Levitan’s case.

## **ER 408: FOR SETTLEMENT PURPOSES ONLY**

Mr. Scott Passey, City Clerk for City of Edmonds

May 22, 2025

Page 10

Finally, the fifth element is also satisfied: Mr. Levitan suffered damages in the form of losing out on an employment opportunity with Lake Forest Park that would have resulted in him receiving higher wages than he received from Edmonds. Indeed, Director McLaughlin then refused to allow Mr. Levitan to remain in his original job with the City, thus reducing his wages to \$0.00. While Mr. Levitan was able, through his admirable effort, to swiftly obtain new employment with the City of Lake Stevens (“Lake Stevens”), his job at Lake Stevens pays substantially lower wages than what Mr. Levitan would have received from Lake Forest Park or, even from his original position at Edmonds. Indeed, Mr. Levitan is currently receiving approximately \$40,000 less per year from his position at Lake Stevens than he would have received from the Planning Director position at Lake Forest Park. Mr. Levitan is also allowed to recover damages for the emotional distress he suffered when he found himself suddenly out of a job and his career—which had just appeared on the rise—took a nosedive due to Director McLaughlin’s successful efforts to assassinate his good name and reputation. *See, e.g., Cherberg v. Peoples Nat’l Bank*, 88 Wn.2d 595, 606-07 (1977) (upholding award of damages for mental distress, inconvenience, and discomfort in tortious interference claim). Should this case proceed to trial, Mr. Levitan would ask a jury to award him at least as much money for the emotional damages he suffered as it awards for his monetary damages.

Thus, Edmonds has undeniable committed tortious interference with Mr. Levitan’s business expectancy. Every element of his case is proven by Edmonds’ own investigation report. The only question is if the City will take responsibility for its actions now, or be forced to go through the public spectacle and expense of losing at trial. Either way, the City has no realistic hope of avoiding responsibility for the actions of its Director of Planning and Development.

### **III. CONCLUSION**

While this letter outlines the strengths of Mr. Levitan’s case, everyone involved understands that informal settlement requires compromise by all involved. Even so, the evidence in this case is clear, comprehensive, and damning against Edmonds—and confirmed by Edmonds’ own investigation report. Therefore, Mr. Levitan has little reason to accept a discounted settlement. Even so, he is graciously offering Edmonds one chance to settle this case now, without expensive, public litigation.

To that end, and in order to initiate good faith negotiations, Mr. Levitan is making an opening offer to settle all his claims for \$200,000.00—an amount based on 30 months’ worth of Mr. Levitan’s wage loss damages (which is \$100,000) plus an equal amount in emotional distress damages. This is an extremely good faith starting point, especially given that no positions commensurate with the opportunities Mr. Levitan lost at Lake Stevens and at Edmonds have come up anywhere near Mr. Levitan’s home in the 20 months since Director McLaughlin torpedoed his career.

So that we can begin a productive dialogue and hopefully work towards amicable resolution, I ask that you provide a productive response to this letter by the close of business on Friday, June

**ER 408: FOR SETTLEMENT PURPOSES ONLY**

Mr. Scott Passey, City Clerk for City of Edmonds

May 22, 2025

Page 11

13, 2025. I look forward to your response, and to hopefully continuing to work together towards resolution of this dispute.

Sincerely,

A handwritten signature in blue ink, appearing to read "Paul S. Woods", with a long horizontal flourish extending to the right.

PAUL S. WOODS

Enclosures

# Exhibit 1

March 8, 2024

Mike Bolasina,  
Summit Law Group  
315 Fifth Avenue South, Ste. 1000  
Seattle, Washington 98104

*RE: City of Edmonds, Investigation of complaint against Susan McLaughlin by David Levitan*

Dear Mr. Bolasina,

I conducted an independent investigation looking into complaints against Susan McLaughlin, the Director of Planning and Development for the City of Edmonds, brought by David Levitan, the former Planning Manager for the City of Edmonds. The purpose of the investigation is to determine whether any violations of city policies have taken place and to provide findings to the City of Edmonds.

### **SCOPE OF INVESTIGATION**

The scope of the investigation was limited to a complaint made by David Levitan regarding his resignation from the City of Edmonds and potential new employment with Lake Forest Park. He filed a complaint against Susan McLaughlin alleging violations of City of Edmonds Policies as well as violations of certain laws resulting in damages to him regarding his resignation and potential transition to a new role at the City of Lake Forest Park, which did not happen because of the information provided by Ms. McLaughlin in her reference. (Exhibit 19). The specific time frame in question is August to September 2023.

This report is a summary of the evidence and witness interviews and the conclusions are drawn from this information. The conclusions are based on a preponderance of evidence standard which means that I accept an allegation as fact when it is more likely to be true than not true based on the evidence available. I have also attached an appendix of relevant exhibits.

I interviewed the following people:

- David Levitan, former Planning Manager, City of Edmonds
- Susan McLaughlin, Director, Planning and Development Department, City of Edmonds
- Emily Wagener, Human Resources, City of Edmonds
- Jessica Neill Hoyson, Human Resources, Director, City of Edmonds
- RaeAnn Duarte, Human Resources, City of Edmonds
- Deb Powers, former Urban Forest Planner, Planning Department, City of Edmonds

Mike Bolasina  
 City of Edmonds Investigation,  
 Levitan Complaint  
 Page 2

- Shannon Moore, Human Resources Director, Lake Forest Park
- Debbie Rothfus, Administrative Assistant, Planning and Development Department, City of Edmonds
- Mike Clugston, Interim Planning Manager, City of Edmonds
- Brad Shipley, former Senior Planner, City of Edmonds.

I have reviewed a number of documents, emails and other correspondence and have attached the following relevant documents:

- Levitan Employment confirmation – Exhibit 1
- Lake Forest Park application for employment – Levitan – Exhibit 2
- Lake Forest Park Interview Questions – Panel 1 – Exhibit 3
- Lake Forest Park Interview Questions – Panel 2 – Exhibit 4
- Lake Forest Park Interview Questions – Panel 3 – Exhibit 5
- Conditional Offer Letter – Signed by David Levitan, Exhibit 6
- Resignation Email – Levitan, Exhibit 7
- Resignation Letter – Levitan, Exhibit 8
- McLaughlin and Moore Email re. Levitan Reference Check, Exhibit 9
- Lake Forest Park Reference Questions, Exhibit 10
- Lake Forest Park Withdrawal of Conditional Offer, Exhibit 11
- Levitan Performance Review and marked up Performance Review, Exhibit 12
- September 18, 2023 - Reference Waiver email to Emil Wagener, Exhibit 13
- Deborah Powers Exit Interview, Exhibit 14
- Investigative Report, [REDACTED] Complaint – Exhibit 15
- Lake Forest Park Reference Release – Exhibit 16
- Organizational Chart, Planning and Development, Edmonds – Exhibit 17
- August 22, 2023 - Email from McLaughlin re. Levitan, Exhibit 18
- August 25, 2023 -Email re. filling Levitan’s position, Exhibit 19
- September 13, 2023 - Levitan’s complaint, Exhibit 20
- Texts from McLaughlin to Levitan re. information provided to LFP, Exhibit 21
- Mayor’s Investigation Closeout Memo, Exhibit 22
- September 7, 20203 – Levitan’s Request to Rescind Resignation, Exhibit 23
- September 14, 2023 - Email from McLaughlin denying Levitan’s Request to Rescind, Exhibit 24

## **TIMELINE**

January 9, 2023 – David Levitan was hired by the City of Edmonds to be the Planning Manager in the Planning and Development Department. He reported to Susan McLaughlin who was the Director of Planning and Development. (Exhibits 1, 17).

July 20, 2023 – David Levitan submitted an application with Lake Forest Park for a posted position to be the Director of Planning and Development after determining that the position with the City of Edmonds was not a good fit for him. (Exhibit 2). Also on this date, Ms. McLaughlin informed Michelle Martin, one of the department administrative assistants, that her

Mike Bolasina  
City of Edmonds Investigation,  
Levitan Complaint  
Page 3

reclassification request to create a new position in the department was denied. Ms. McLaughlin informed Ms. Martin that she would be conducting her performance review for the first half of 2022, and Mr. Levitan will be conducting a performance review of her work for first half of 2023.

July 21, 2023 – Mr. Levitan sends Ms. Martin a Teams message that she failed to accomplish an assigned task.

July 23, 2023 – [REDACTED] files a complaint against [REDACTED] making allegations of sexual harassment that took place on March 9, 2023. (The report of this investigation was concluded on September 29, 2023, finding that there was no evidence that [REDACTED] violated the City of Edmond’s sexual harassment policy and that [REDACTED] claims were not credible). (Exhibit 15).

July 23/24, 2023 – [REDACTED] was notified by Ms. McLaughlin that a complaint was filed against him by [REDACTED]. This was 3 days after [REDACTED] asked [REDACTED] to come into the office more due to her ongoing performance issues.

July 31, 2023 - Mr. Levitan spoke with the Lake Forest Park Human Resources Director, Shannon Moore, via Zoom call.

August 3, 2023 – Mr. Levitan was informed by Ms. Moore that he was invited to participate in panel interviews on August 16, 2023.

August 16, 2023 – Mr. Levitan attends the panel interviews with the City Council, Mayor and leadership team of Lake Forest Park as it was an appointed position. He was asked a number of questions in three panel interviews. (Exhibits 3, 4, 5). Everyone agreed to extend Mr. Levitan an offer. According to Ms. Moore, an outstanding question was Mr. Levitan’s leadership abilities because he had not held a Director position previously. This became an important question in the reference check. In the end all agreed to move forward with a conditional offer pending a reference check. (Exhibit 6).

August 18, 2023 – Ms. Moore followed up with Mr. Levitan and informed him of the conditional offer. (Exhibit 6). Ms. Moore noted that she informed Mr. Levitan in the offer letter and in a telephone conversation that his offer was conditional upon a reference check, background check and a credit check. She stated that Mr. Levitan referred to speaking to Ms. McLaughlin regarding his reference.<sup>1</sup>

August 19, 2023 – Mr. Levitan signed the conditional offer and returned it. (Exhibit 6). Ms. Moore was out on maternity leave at this time. The letter stated “Your conditional job offer is contingent upon successfully completing a background check, reference check and credit check.

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<sup>1</sup> There is no evidence that Mr. Levitan knew that Ms. McLaughlin was to serve as a reference.

Mike Bolasina  
City of Edmonds Investigation,  
Levitan Complaint  
Page 4

A formal offer letter will be provided to you once the required conditional steps have been successfully completed.”

August 22, 2023 – Mr. Levitan gave Ms. McLaughlin a “courtesy” verbal notice that his last day working for the City of Edmonds was going to be September 15, 2023. According to Mr. Levitan he asked Ms. McLaughlin not to share this information with anyone. Ms. McLaughlin denied that Mr. Levitan “asked for confidentiality.” As a result of his notice, Ms. McLaughlin emailed Ms. Neill Hoyson, the Director of Human Resources and asked her if she can offer Mr. Levitan “more money to stay.”<sup>2</sup> Ms. Neill Hoyson informed Ms. McLaughlin that this is not allowed in the public sector because it would be considered an inappropriate “gift of public funds.” Ms. Neill Hoyson also wrote that Mr. Levitan did not want to work there anymore because of certain Council interactions and dysfunctions with the Council. She did not believe that money would entice him to stay, even if it were allowed. (Exhibit 18).

August 24, 2023 – Mr. Levitan is approached by a councilmember outside of Edmonds City Hall who stated that she was sad to hear that Mr. Levitan was leaving and Mr. Levitan was shocked that a councilmember knew this. Ms. McLaughlin departed for vacation until September 5th.

August 25, 2023 – Email sent by Ms. Wagener, HR, regarding posting Mr. Levitan’s position to hire a replacement. (Exhibit 19). Also, building official Leif Bjorback informed Mr. Levitan that Ms. McLaughlin informed him that Mr. Levitan was leaving.

August 29, 2023 – Mr. Levitan emailed Ms. Moore asking for the update on the background check and wanted to give two weeks. He noted he wanted to start on September 18, 2023 and to provide two-weeks notice to the City of Edmonds. Ms. Moore wrote back that there was one more thing pending. (Exhibit 7). She stated Mr. Levitan knew she was going to speak to Ms. McLaughlin, his supervisor, and she was on vacation.<sup>3</sup>

August 31, 2023 – The investigator interviewed [RCW 42.56.230(j) Personal Info] regarding [RCW 42.56.250 Employment+Licensing] sexual harassment complaint. The investigator was aware of Mr. Levitan’s resignation.<sup>4</sup>

September 1, 2023 – Mr. Levitan wrote to Ms. Moore and stated he wanted to give the City of Edmonds notice for a September 18 start date in Lake Forest Park. Ms. Moore wrote him back that she had not completed the process and that they can adjust the start date to meet his two-

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<sup>2</sup> This is inconsistent with Ms. McLaughlin’s later actions to deny Mr. Levitan’s request to rescind his resignation. Evidence of Ms. McLaughlin’s consistent retaliatory conduct supports a conclusion that Mr. Levitan would not stay to help her complete the Comprehensive Plan which upset her and caused her to retaliate against him when he asked for his job back. It is reasonable to assume that it was a “tit for tat” where he refused to honor her request to stay and help her with the Comprehensive Plan so she refused to help him secure a new position and honor his request to be reinstated.

<sup>3</sup> Mr. Levitan denies knowing that Ms. McLaughlin would provide a reference check. On his application with Lake Forest Park he marked that they did not have permission to reach out to the City of Edmonds for a reference. He was assured by HR that the City of Edmonds would only confirm dates of employment.

<sup>4</sup> Mr. Levitan had not informed anyone officially that he resigned and was shocked that the investigator knew this information. He believed this information made him look bad to the investigator.

*Mike Bolasina*  
*City of Edmonds Investigation,*  
*Levitan Complaint*  
*Page 5*

weeks notice requirement. (Exhibit 7). Mr. Levitan wrote back 10 minutes later that he was comfortable with the checks and he wanted to confirm that he was the preferred candidate moving forward. Ms. Moore confirmed that Mr. Levitan was the preferred candidate. Mr. Levitan wrote back and stated that he gave notice on this date. Mr. Levitan provided his official two-week notice via email to Ms. McLaughlin and Ms. Neill Hoyson, the director of Human Resources, with a last day of September 15, 2023. (Exhibit 22).

September 5, 2023 – Ms. McLaughlin returned from vacation. (Exhibit 9).

September 6, 2023 – Ms. Moore had a conversation with Ms. McLaughlin. She used a standard questionnaire to ask questions of Ms. McLaughlin. (Exhibit 10). During the course of the interview, Ms. McLaughlin volunteered that there was an investigation pending involving allegations against Mr. Levitan. Ms. Moore did not ask her about this information, but Ms. McLaughlin volunteered this during the interview. Ms. McLaughlin stated that there was an ongoing claim against Mr. Levitan and an active investigation. It was made by a member of his team and needs to be taken very seriously. Also, noteworthy, is in the application and every set of questions asked by each of the three panels, there was no question asked about an investigation. (Exhibits 2, 3, 4, 5). She also stated that management of people was not his strong suit and that he struggles to connect with his team. Also, Ms. McLaughlin discussed other challenges about his punctuality, his ability to produce things on time, his negativity (“heavy boots”) and poor communication style. This was not noted in his performance review. When asked whether she would recommend him, she did not answer.

September 7, 2023 – Ms. Moore withdrew Mr. Levitan’s offer via email. (Exhibit 11). In her interview she stated that the decision was primarily made because Mr. Levitan did not inform her of the pending investigation. Ms. Moore noted that this was an issue regarding his veracity. Also, secondarily, there were concerns about his people management. Mr. Levitan immediately called Ms. Moore to discuss this decision.

September 7, 2023 - Mr. Levitan sent an email to Ms. McLaughlin, Ms. Wagener, Ms. Neill Hoyson requesting that his resignation be rescinded. (Exhibit 23). The response was that his request would be considered.

September 10, 2023 – Mr. Levitan received an email from My Edmonds News about his resignation. Ms. McLaughlin provided comments to My Edmond News regarding his resignation.

September 14, 2023 - Mr. Levitan was informed that the city would not accept his request to rescind his resignation. (Exhibit 24). Ms. McLaughlin was the decision-maker. Mr. Levitan filed a complaint against Ms. McLaughlin and against the City of Edmonds. (Exhibit 20).

September 15, 2023 – Mr. Levitan’s last day at the City of Edmonds. On this date was the first time Edmonds Human Resources becomes aware of the document Mr. Levitan signed to give permission for a reference.

Mike Bolasina  
City of Edmonds Investigation,  
Levitan Complaint  
Page 6

September 29, 2023 – The date of Kathleen Haggard’s report finding that there was no evidence supporting RCW 42.56.250 Employment+Licen sexual harassment allegations against RCW 42.56.230(3) Personal Info. (Exhibit 15).

October 11, 2023 – RCW 42.56.230(3) Personal Info received the report authored by Ms. Haggard which stated that there was no evidence that he violated the city’s sexual harassment policy. On October 5, 2023, the Mayor issued a letter regarding the findings of the investigation. (Exhibit 22).

## **SUMMARY OF COMPLAINT AND EVIDENCE**

### David Levitan’s complaint.

On September 13, 2023, Mr. Levitan filed a complaint with Ms. Neill Hoyson, the Human Resources Director for the City of Edmonds. (Exhibit 20). His complaint was against Ms. McLaughlin for her actions surrounding a reference that she provided to Lake Forest Park about Mr. Levitan and the circumstances around his departure from the City of Edmonds.

Mr. Levitan alleges that Ms. McLaughlin violated a number of City policies namely 2.7, 10.1 and 11.2 and he alleges she violated his privacy, retaliated against him, defamed him which caused him to lose a prospective position with the City of Lake Forest Park. He also alleged that her behavior caused significant stress, financial anxiety, harm to his professional prospects and negative impacts to his personal and mental health. He alleges that Policy 2.5 applies which is the Complaint Process for Discrimination, Harassment or Retaliation and asserts that he has a potential claim for damages against the City of Edmonds for defamation, intentional interference with contractual relations and intentional interference with prospective economic advantage. He recites a number of facts that serve as a basis for his complaint. (Exhibit 20).

- David Levitan’s interview

### Background

Mr. Levitan stated that he started his position with the City of Edmonds as the Planning Manager in early 2023.<sup>5</sup> (Exhibit 1). Per City of Edmonds policy, his first 6 months were considered a probationary period which he completed in July 2023.<sup>6</sup> He stated that Ms. McLaughlin is the department head and oversees the Planning and Code Enforcement Departments. Mr. Levitan was in charge of Planning which was a lateral move from the City of Lake Stevens where he was the Planning Manager for 2.5 years. He applied to work at the City of Edmonds because he lives in Edmonds and wanted to help run the Comprehensive Plan. He stated he saw the job six months earlier but was not ready to make a move. The long-standing Planning Manager retired, and the position was filled internally by someone who was promoted and he left shortly after his

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<sup>5</sup> On January 5, 2024, I interviewed Mr. Levitan regarding his complaint.

<sup>6</sup> Mr. Levitan had a performance review

*Mike Bolasina  
City of Edmonds Investigation,  
Levitan Complaint  
Page 7*

promotion. The position opened up again and Mr. Levitan applied and received an offer in December and started in early January 2023.

Mr. Levitan experienced a number of challenges early on in his job. He felt that many of the challenges were insurmountable and, as a result, saw that a position opened in Lake Forest Park and decided to apply for that job.

*Mr. Levitan's Timeline of Events regarding his Application with Lake Forest Park*

I asked Mr. Levitan about the timeline regarding his application with Lake Forest Park. He provided facts to support the following timeline regarding key events:

- On July 20, 2023, Mr. Levitan submitted his application with Lake Forest Park to be the Director of the Planning and Development Department (a higher position than he held at Edmonds). (Exhibit 2).
- On July 23 or 24, 2023, RCW 42.56.230(3) Personal Info was notified by Ms. McLaughlin that a complaint was filed against him by RCW 42.56.250 Employment/Licensing.
- On July 31, 2023, Mr. Levitan spoke with Lake Forest Park via Zoom call.
- On August 3, 2023, Mr. Levitan was informed by Shannon Moore, Lake Forest Park Human Resources Director, that he was invited to participate in panel interviews on August 16, 2023.
- On August 16, 2023, Mr. Levitan had his interviews with Lake Forest Park.<sup>7</sup> (Exhibit 3, 4, 5).
- On August 18, 2023, Mr. Levitan received a conditional offer of employment. (Exhibit 6).
- On August 19, 2023, Mr. Levitan accepted the offer. (Exhibit 6).
- On August 22, 2023, Mr. Levitan verbally informed Ms. McLaughlin about the conditional offer. (Exhibit 18). On this day, Ms. McLaughlin emailed HR Director Jessica Neill Hoyson to see if she could offer Mr. Levitan more money to stay. (Exhibit 18).
- On August 25, 2023, Ms. Wagener, City of Edmonds HR, sent an email requesting that Mr. Levitan's position be prepared to be posted while Ms. McLaughlin was on vacation. (Exhibit 19).
- On August 24, 2023, Ms. McLaughlin left on vacation, and returned on September 5, 2023. (Exhibit 7).
- On September 1, 2023, Mr. Levitan submitted his formal resignation in writing. (Exhibit 22).
- On September 6, 2023, Ms. McLaughlin received an email from Ms. Moore, Lake Forest Park HR Director, asking for a phone call for a reference check. (Exhibit 9). Ms.

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<sup>7</sup> I received the questions that were asked of him in the panel interviews from Ms. Moore, the Human Resources Director for Lake Forest Park. (Exhibits 3, 4, 5).

Mike Bolasina  
 City of Edmonds Investigation,  
 Levitan Complaint  
 Page 8

McLaughlin spoke with Ms. Moore. She was asked a number of questions by Ms. Moore that were standard questions on the “Reference Check Questions” form. (Exhibit 10).<sup>8</sup>

- On September 7, 2023, Mr. Levitan received a written notice from Lake Forest Park that his conditional offer was withdrawn. (Exhibit 11).
- On September 7, 2023, Mr. Levitan made a request to withdraw his resignation. (Exhibit 23).
- On September 14, 2023, Mr. Levitan was informed that his request to withdraw his resignation was rejected. (Exhibit 24).
- On September 13, 2023, Mr. Levitan filed a complaint with the City of Edmonds citing Ms. McLaughlin’s behavior as violating city policies and laws. (Exhibit 20).

### *Mr. Levitan’s Role*

Over the eight months he worked in the position as Planning Manager, his tasks consisted of the managing the planners who were engaged in development review and reviewing subdivision planning. Mr. Levitan stated he was mostly responsible for long-range planning and getting the Comprehensive Plan updated. He served as the liaison to the City Planning Committee and updated City Council on growth targets. Mr. Levitan stated that early on in his role he was putting out fires and learning how the department operated.

In January 2023, he stated that the City of Edmonds was closed more than average and people were still getting used to being back in office. He stated there were a couple of administrative hiccups with meetings, but by summer, things were smoothing out. They had a consultant on board for a Comprehensive Plan. Mr. Levitan stated that he started looking elsewhere for opportunities because the position was not a good fit. He stated that on or about July 19, 2023, he submitted an application with Lake Forest Park. In between the time he submitted his application and the request from the City of Lake Forest Park for an interview, he was informed that a complaint was filed [redacted], an administrative assistant who reported [redacted] accused [redacted] of saying something sexually inappropriate.

[redacted] stated unequivocally that this was a lie. He stated that three days before, [redacted] asked [redacted] to come into the office more as she was having performance issues. [redacted] noted that he spoke to Ms. McLaughlin about the performance issues while Ms. McLaughlin was considering the reclassification requested by [redacted]. (Exhibit 15). He stated that he believed that [redacted] saw him as getting in the way and he was worried that [redacted] would hang him out to dry.

We discussed how the investigation issue came up in the context of job offer with the City of Lake Forest Park. He noted he did not disclose the investigation to Lake Forest Park. He reached out to Ms. Neill Hoyson and asked what he should could say to Lake Forest Park. He

<sup>8</sup> Ms. Moore was only willing to provide me with a blank form, absent her notes, regarding her interview of Ms. McLaughlin. She stated she obtained advice from counsel not to turn this information over to me despite her agreement to do so on an earlier date, as a part of her interview.

*Mike Bolasina  
City of Edmonds Investigation,  
Levitan Complaint  
Page 9*

believed he would be cleared of any allegations and also stated that he was told the investigation was confidential. He admitted that he would curse occasionally, and it made him sound bad, but he did not sexually harass RCW 42.56.250 Employment or say anything sexual to her.

On August 22, 2023, Mr. Levitan stated that he gave Ms. McLaughlin a courtesy notice that he was going to resign. Mr. Levitan believed that the reference check would only be to confirm dates of his employment and did not believe that Ms. McLaughlin would be acting as his reference. On August 22nd, he told Ms. McLaughlin that he planned his last day to be September 15th and he asked Ms. McLaughlin not to share it with anyone. Mr. Levitan stated, by August 24th, two days later, he was standing in front of Edmonds City Hall and a Council member approached him stating she was sad he was leaving. Mr. Levitan was very frustrated, and he stated that Ms. McLaughlin was out there with them on August 24th when this comment was made. He stated that he had not given formal notice and told Ms. McLaughlin not to say anything but she did not honor this request.

He stated this incident occurred the day before Ms. McLaughlin left for vacation and she was gone the entire last week of August and the time leading up to and including Labor Day. During this time, he kept checking in with Lake Forest Park and the Human Resources representative, Shannon Moore, noted that there was one thing she was waiting on.

He stated, he learned after the fact, that Ms. McLaughlin reached out to Emily Wagener or Ms. Neill Hoyson and they cleared her to provide a reference check. She was not listed as a reference. He believes that the City of Edmonds is going to hide this fact about the reference, and he believes that the reference check was not done in good faith.

He stated that he learned that Ms. McLaughlin provided the reference check on September 6, 2023 (Exhibit 9), but the City did not receive Mr. Levitan's consent form to provide reference information from the City of Lake Forest Park until September 18, 2023. (Exhibit 10). He wants to know how this went so wrong.

I asked Mr. Levitan why he resigned from the City of Edmonds on September 1st when he still had a conditional offer from Lake Forest Park. Mr. Levitan stated that by September 1st so many people at the City of Edmonds knew he had an offer even though he had not told anyone. He knew it was a conditional offer so he reached out to Ms. Moore at Lake Forest Park to check on the status and she noted that they were waiting on "one thing." He was confident that this only involved the confirmation of his employment, did not believe this would be problematic, so he gave official notice to the City of Edmonds on September 1st for his last day to be September 15th.

He informed me that he learned that Ms. McLaughlin returned from her trip on September 5th and she provided a negative reference, disclosed the investigation, and disclosed performance issues. (Exhibits 9, 21).

*Mike Bolasina  
City of Edmonds Investigation,  
Levitan Complaint  
Page 10*

He noted that she was not listed in his application as a reference. (Exhibit 2). He was told they would not be giving a reference but simply confirming dates of employment. He also noted that his conditional job offer was delayed because of her vacation and she “trashed him” in the reference check.

Mr. Levitan received notice on September 7, 2023, that Lake Forest Park withdrew his job offer. (Exhibit 11). He “couldn’t believe this was happening.” He spoke with Ms. Neill Hoyson that afternoon and she recommended he request to rescind his resignation. Ms. Neill Hoyson assured that nothing would be done without her being involved and while she was on leave. Mr. Levitan noted that while she was gone the issue was assigned to Emily Wagener, another person who worked in HR for the City of Edmonds. Ultimately, his request to rescind his offer was rejected by Ms. McLaughlin.

I asked Mr. Levitan, again, why he had given notice before the process had been completed. He noted that had he not given notice on September 1st, he would have been uncomfortable being there because Ms. McLaughlin had disclosed the information to everyone.

He is currently “shocked and concerned” for his family. He stated that he cannot trust Ms. McLaughlin to give objective information for a reference check. He stated he filed the complaint because he believes that she has violated city policies. (Exhibit 20).

He stated that Ms. McLaughlin makes a good first impression, but questions whether she is being ethical or professional. He is wondering what the standard operating procedure is in these situations. He was informed of it but when considering what he was told, it was not followed. He stated it was frustrating professionally and personally. Throughout his tenure, he did not agree with how Ms. McLaughlin did things but was able to work with her.

Mr. Levitan noted that he made the request to rescind his resignation and since then he has had “weird dealings” with HR. Mr. Levitan noted that he had concerns about the way Ms. McLaughlin acted, as she was vindictive and went out of her way to “burn him.” She could have addressed the issue of the investigation in a different way, or if she decided to disclose the investigation, she could have said that she didn’t think it was true.<sup>9</sup> The investigation took another 6 weeks and there was no information on its status during his interview process.

#### *Lake Forest Park’s Interview Process*

I asked Mr. Levitan if, during the interview process, Lake Forest Park ever asked him if he was under investigation, or if there had been any complaints filed against him that were being

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<sup>9</sup> On the one hand, Ms. McLaughlin told [REDACTED] when she first disclosed [REDACTED] complaint that she believed it was not true. On the other hand, she volunteered information to Lake Forest Park that [REDACTED] staff member filed a complaint against [REDACTED] that had to be “taken very seriously.”

*Mike Bolasina*  
*City of Edmonds Investigation,*  
*Levitan Complaint*  
*Page 11*

investigated.<sup>10</sup> He stated he did not discuss the investigation because there was never a question that was raised about this topic. The online application did not inquire about the topic of pending claims or investigations. (Exhibit 1, LFP application). The questions in the Panel Interviews also did not address this issue. (Exhibits 4, 3, 5). Mr. Levitan stated that to his knowledge, Ms. Moore, HR Director, was not aware of the investigation until she spoke with Ms. McLaughlin on September 6th.

Mr. Levitan's understanding was that the investigation was to remain confidential, until it was completed, which is why he did not disclose it. He also did not disclose the investigation because he knew that the allegations (other than occasionally cursing in the office) were completely unfounded.

Mr. Levitan also stated that the application form included the standard release/waiver language that applicants must check, in order to submit their applications. This release includes Lake Forest Park's right to contact reference checks.<sup>11</sup> Based on an email from Emily Wagener to Ms. Moore on September 18, 2023, it was clear that the City of Edmonds was not aware of this language until this time, which was 12 days after the day that Ms. McLaughlin spoke to Ms. Moore. (Exhibit 13).

I asked Mr. Levitan why he wanted to leave Edmonds. He stated he decided to apply for the Lake Forest Park position on Thursday, July 20, 2023, the day after a contentious City Council meeting to approve a \$650,000 consultant contract for the Comprehensive Plan Update. He stated in this meeting, he could clearly see that all trust between the Council and administration (Mayor and Directors) had been irreparably broken. He decided that because of this dynamic, he no longer wanted to continue working for the City of Edmonds.

#### *Levitan's Relationship with McLaughlin*

I asked Mr. Levitan whether he and Ms. McLaughlin had a contentious relationship. Mr. Levitan stated "I can't really speak to whether she was threatened by my presence. We definitely had different skill sets, with her having more management and urban design experience at SDOT, while I had a much more technical background in current and long-range planning, including permitting and the Growth Management Act and Comprehensive Plans. I think I also had a bit more of a connection and rapport with staff, including those I did not supervise."<sup>12</sup>

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<sup>10</sup> Ms. Moore, who is the Human Resources Director for Lake Forest Park, stated that the primary reason Mr. Levitan was not hired was because he did not disclose the investigation pending against him. This line of questioning addresses this issue as there is no evidence that anyone ever inquired about a pending investigation.

<sup>11</sup> When reviewing the application, it is clear that Mr. Levitan checked the "NO" box when asked "MAY WE CONTACT THIS EMPLOYER?" as it pertained to the City of Edmonds.

<sup>12</sup> All of the staff interviewed who worked with Mr. Levitan confirmed they enjoyed working with Mr. Levitan and stated that Ms. McLaughlin regularly engaged in behavior that was concerning such as conduct that was retaliatory, confrontational, harassing, micromanaging. They stated they were fearful of her because if she perceived that you disagreed with her in any way, she would file a complaint or retaliate against you in some way.

Mike Bolasina  
City of Edmonds Investigation,  
Levitan Complaint  
Page 12

He stated, “We did not have any major issues until I provided my conditional notice that I would be leaving for Lake Forest Park. In the weeks after that, she asked me several times when I would be giving my formal notice so that they could begin the process to find my replacement, although emails I received from the city via my records request shows they started that process about a week before I submitted my September 1st resignation notice.”

**RCW 42.56.230(3) Personal Information**

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]

[Redacted]

**RCW 42.56.250 Employment+Licensing** *complaint*

On July 20, 2023, two things happened, David Levitan submitted his application with Lake Forest Park for a position to be the Director of Planning and Development and Ms. McLaughlin informed Michelle Martin that her reclassification request to create a new position in the department was denied. Also, Ms. McLaughlin informed Ms. Martin that Mr. Levitan will be conducting a performance review of her work for the last half of 2022 and first half of 2023. Ms.

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<sup>13</sup> Ms. McLaughlin noted in his review that he had until the end of the year to schedule regular one-on-ones.

Mike Bolasina  
 City of Edmonds Investigation,  
 Levitan Complaint  
 Page 13

Martin's reclassification request was formally denied – a year after it had been submitted which was about six months before he began to work at the City of Edmonds.

Also, late in the day on Friday, July 21, 2023, Mr. Levitan sent an email to Michelle Martin expressing his disappointment that she had not published the Planning Board packet before leaving for the day/weekend, which he had asked her via Teams to do earlier that day. It was sometime that weekend (he believes Sunday, July 23) that she filed her complaint against him (the Word file he received was not dated).

On Monday morning, July 24, 2023, Ms. McLaughlin called [redacted] into her office and told [redacted] that [redacted] had filed a sexual harassment complaint against [redacted] had the complaint pulled up on a computer monitor and started to read it to [redacted]. [redacted] immediately asked her if she was authorized to share this information with [redacted] at which point she stopped reading from the complaint.

#### [redacted] *Complaint and* [redacted] *Reaction*

[redacted] received notice around July 23<sup>rd</sup> or 24<sup>th</sup> of the complaint and the ensuing investigation. [redacted] stated that when [redacted] put the complaint up on the screen in her office, her first reaction was that she said it was not true. She also stated she was not sure she was supposed to be sharing this with [redacted]. [redacted] thought it was bizarre that she shared the complaint with [redacted] as [redacted] was the target.

[redacted] received the formal letter of the investigation at the end of July and was not interviewed until August 24<sup>th</sup> by Kathleen Haggard. During the interview, Ms. Haggard noted that she learned that [redacted] resigned from the city. [redacted] was surprised as [redacted] had not formally resigned yet. [redacted] was concerned that the investigator knew this when it was not public. He stated that both Ms. Wagener and Ms. Neill Hoyson in HR claimed no one disclosed this so he believes that Ms. McLaughlin told the investigator this information.<sup>14</sup> He was concerned that someone disclosed this to the investigator before he resigned, and he believes that it seemed like he had done something wrong. He clarified to the investigator that he received a conditional job offer and had not accepted it yet. He stated the trust he had with the city was broken.

Mr. Levitan explained the situations in which Ms. McLaughlin harmed his professional standing. On September 6, 2023, Ms. McLaughlin provided the negative reference which led Lake Forest Park to withdraw Mr. Levitan's offer of employment on September 7<sup>th</sup>. Also, on September 7<sup>th</sup>, Mr. Levitan requested that his notice of resignation be withdrawn and he went on leave based on the recommendation of Ms. Neill Hoyson. He stated he felt physically ill and she recommended he go out on sick leave. He reiterated that he was mentally and physically ill. He went out and came back to the office on September 13<sup>th</sup> to get things done, and he discovered that his request to rescind his resignation was denied. Ms. McLaughlin was the decision-maker.

<sup>14</sup> Mr. Levitan as he did not provide his formal resignation until September 1<sup>st</sup>.

*Mike Bolasina*  
*City of Edmonds Investigation,*  
*Levitan Complaint*  
*Page 14*

Mr. Levitan stated that Ms. McLaughlin made a conscious decision to “tank him.” Mr. Levitan identified two other people to whom Ms. McLaughlin had done this. One is Brad Shipley and Ms. McLaughlin told Mr. Levitan that he may have had too much power and for Mr. Levitan to check on him. He felt she retaliated against him because he was running for mayor. He also identified Deb Powers who was the Urban Forest Planner in charge of a major tree code amendment with the Planning Board and had public meetings and this was moving forward. Ms. McLaughlin didn’t agree with the way Ms. Powers was managing these issues and felt that she retaliated against Ms. Powers. He indicated Ms. Powers felt she was being threatened and left to take a job with a private consulting firm. He stated that Ms. McLaughlin just seems to have a pattern of retaliating against people with whom she disagrees, whether it is warranted or not.

#### *Role of Human Resources*

Mr. Levitan was informed by Ms. Neill Hoyson that Ms. McLaughlin would not be the sole decision maker on whether his withdrawal of his resignation was accepted. On September 13, 2023, the day that Mr. Levitan was informed of the decision that his request to rescind his resignation, Ms. Neill Hoyson was on leave. Ms. Neill Hoyson told him she would weigh in on the decision regarding his withdrawal of his resignation. Mr. Levitan stated that she informed him that Ms. McLaughlin cannot unilaterally make this decision. He stated that since Ms. Neill Hoyson was out on leave until September 13, 2023, he was unsure if she ever officially delegated her authority to Ms. Wagener. Mr. Levitan stated that Ms. Wagener told him she was not going to wait for Ms. Neill Hoyson to return. Ms. Wagener informed Mr. Levitan that she met with Ms. McLaughlin and they made the decision not to accept his withdrawal of resignation.

Mr. Levitan stated he believes “Jessica is the good cop and Emily is the bad cop.” He stated that Ms. Neill Hoyson told him she had the authority to make the decision and Ms. Wagener said she did not have the authority to make the decision. He stated that on September 13<sup>th</sup> he learned about their decision and he went on leave until the 15<sup>th</sup>. He stated that despite the situation, he gave Ms. McLaughlin a thorough memo on the status of his projects because felt an obligation to handle it professionally.

He raised significant errors made by the HR department during his tenure. Mr. Levitan stated he mentioned this to Ms. Neill Hoyson who explained that the department is understaffed. He stated they mistakenly included his salary and personal information in an email that was sent city-wide in error. He stated that he has worked in a number of cities and, while in Edmonds, he never felt supported by HR or anyone else. He constantly asked about the status of the investigation, and no one ever knew the status and then when he asked when Ms. Neill Hoyson would return, no one knew.

Mr. Levitan noted that Lake Stevens was holding a job offer for him and waiting for the results of the investigation. No one was answering his calls regarding the status of the investigatory report. On September 27<sup>th</sup>, he made the conscious choice to call from his daughter’s phone and Ms. Neill Hoyson finally answered. He said it seemed that his calls were being avoided. She stated that Human Resources wanted to do an exit interview with him, he said he would like to

*Mike Bolasina  
City of Edmonds Investigation,  
Levitan Complaint  
Page 15*

do this, but it never happened. He expressed concern that the investigative report was dated September 29, 2023, and had not been sent to him until weeks later which impacted his ability to work. It took him two weeks to get the memorandum which meant that he lost another two weeks of income with the City of Lake Stevens because they were waiting for the results before he could start working.

He noted that both Ms. McLaughlin and HR were very difficult to work with. Also, he never had his exit interview and there was no communication from Ms. Neill Hoyson since September 27<sup>th</sup>.

Mr. Levitan stated that “This was a terrible situation.” His unemployment request was denied and he lost 4 weeks of salary waiting for the report to be released. Also, he is currently making \$30,000 less than did at the City of Edmonds and much less than what he would have made at Lake Forest Park.

- Interview of Susan McLaughlin<sup>15</sup>

#### *Background*

Ms. McLaughlin described her role as the Director of Planning and Development for the City of Edmonds. She oversees planning, building and code enforcement. She has been in this role for over 2 years, and she noted that there has been a lot of turnover.<sup>16</sup> Ms. McLaughlin stated that Mr. Levitan filled the role of the interim Planning Manager who had been there for 30 years and retired.<sup>17</sup> She stated that she reports to the mayor. She stated her position comes with challenges because she has to balance City Council and the Mayor while overseeing the Department. The people who directly report to her are the Planning Manager, the position held by David McLaughlin, the Building Official, the head of the Code Enforcement and the administrative assistants for the department. (Exhibit 17). I asked about Michelle Martin, and she noted that Ms. Martin reported to the Planning manager who was David Levitan before he departed.<sup>18</sup> She noted RCW 42.56.250 Employment filed a complaint against RCW 42.56.230(3) Personal Info which launched an investigation and, during this time, RCW 42.56.250 Employment reported to RCW 42.56.250 Employment+Loans.

#### *Mr. Levitan's Hiring*

Mr. Levitan was hired by Ms. McLaughlin. She used the typical hiring process which was advertising for the position and conducting panel interviews. Everyone agreed collectively that he was the top candidate. Mr. Levitan's strengths were his technical knowledge as he was very knowledgeable in the realm of planning. She stated there were reservations she shared about his

<sup>15</sup> On January 12, 2024, I interviewed Susan McLaughlin regarding Mr. Levitan's complaint.

<sup>16</sup> Some employees interviewed stated that Ms. McLaughlin's management style was the cause of many employee departures and that there are other employees who will depart if she remains in her role.

<sup>17</sup> I learned in an interview that there was a person between the longstanding planning manager and Mr. Levitan, Mr. Leen, who resigned because of problems with Ms. McLaughlin.

<sup>18</sup> RCW 42.56.250 Employment+Loans filed a complaint against Ms. McLaughlin which was pending when this interview took place.

Mike Bolasina  
 City of Edmonds Investigation,  
 Levitan Complaint  
 Page 16

energy level and questioned his passion for the field which did not come out in the interviews. She stated he was “mellow and reserved to the extreme.” She decided she wanted to “go with him because of the technical ability to support work with the Comprehensive Plan.” She noted that some of her concerns were that he worked for Lake Stevens and this new position would require him to manage more people as Lake Stevens had only a few people and the number people he supervised would double. Ms. McLaughlin stated that this was “not a huge promotional advance – it was a lateral move with more people to manage.” Lake Stevens is smaller than Edmonds and Mr. Levitan was very new to management. Ms. McLaughlin checked his references and he “got good references regarding his technical ability.” She said it did come up in his reference “around new to management and something that was mentioned.”

She stated Mr. Levitan started in January 2023 and reported directly to her. Mr. Levitan understood the job description, they had weekly meetings and set expectations on a weekly basis. Also, Ms. McLaughlin had a direct report weekly meeting and there was a required specific template for these meetings. She would discuss Mr. Levitan’s staff, as well as issues impacting his staff. She stated he was very frustrated early on with his staff. She noted he was frustrated with the quality of their work and the competence of his staff.<sup>19</sup> Ms. McLaughlin understood this and counseled Mr. Levitan to set expectations for his staff around quality control. She stated that she empathized and encouraged him to have work plans with staff and meet with them regularly.<sup>20</sup> She stated that this consistently was not done. She stated that he was frustrated every week and was not following through with staff. Ms. McLaughlin indicated that he was also not mentoring his staff.<sup>21</sup>

*Reference to Lake Forest Park for David Levitan’s position*

I inquired about her interactions with Lake Forest Park. She stated when she gave the reference, she left the building given the sensitivity of the call. She stated that the HR person had a lot of questions. (Exhibit 10<sup>22</sup>). She stated she was honest about Mr. Levitan’s technical abilities, and she believed she gave a “well-rounded reference check,” and stated it was “very favorable in some regards.”<sup>23</sup> Ms. McLaughlin stated that she did provide information about his poor management of people he supervised. She stated that she mentioned he was new to management when he started, and as he had increasing responsibilities, he regularly became frustrated with the ongoing poor performance of his staff and his being assigned to supervise them.

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<sup>19</sup> Mr. Levitan stated that he met with his staff regularly, almost daily, and expressed no frustration with them.

<sup>20</sup> Mr. Levitan noted that he met with his staff regularly.

<sup>21</sup> Some staff disagreed with this assessment and stated that Mr. Levitan was a “breath of fresh air,” filled a void of leadership in the department, and was one of the best supervisors they have had in their career. Also, Mr. Levitan stated that he met with staff almost every day to check in with them.

<sup>22</sup> Ms. Moore from Lake Forest Park provided me with the questions she asked but would not provide me with the answers/her notes of the conversation with Ms. McLaughlin. Even so she provided me with a statement of her conversation with Ms. McLaughlin during her interview.

<sup>23</sup> There is evidence that contradicts that her statements were favorable, as her conversation led to the withdrawal of Mr. Levitan’s offer.

Mike Bolasina  
City of Edmonds Investigation,  
Levitan Complaint  
Page 17

She stated that she was honest with the interviewer about poor management of his staff because the role for which he applied was a director level position, which is similar to her position. She stated that even though she only managed him for 6-7 months, she had to be honest with what she was seeing, because he was applying to manage a planning division.<sup>24</sup> She did commend his technical skills, but she had to note that he was frustrated with the staff.<sup>25</sup>

I mentioned that there was no indication that Mr. Levitan had performance issues and that he was not aware of any. Ms. McLaughlin stated that this was not true, and that Mr. Levitan was aware of his performance issues. She reiterated that when they met every week he was very down-trodden and heavy and would talk very negatively. **RCW 42.56.230(3) Personal Information**

I asked if she received any feedback from David’s staff regarding his performance as a manager. She stated that there was no staff that was loyal to him and that there were no colleagues loyal to him because he was not there long enough.<sup>27</sup>

**RCW 42.56.250 Employment+Loensing** claim Against **RCW 42.56.230(3) Personal Information**

I asked Ms. McLaughlin about the time in July 2023 that she told **RCW 42.56.230(3) Personal Information** about the complaint filed against **RCW 42.56.230(3) Personal Information** by **RCW 42.56.230(3) Personal Information**. She stated he was surprised and shocked. **RCW 42.56.230(3) Personal Information** denied it and was worried. She stated **RCW 42.56.230(3) Personal Information** felt that he would be disadvantaged in the investigation “because **RCW 42.56.230(3) Personal Information** is a white guy.”

I asked if there was any evidence that **RCW 42.56.230(3) Personal Information** was at a disadvantage. She responded that his predecessor, the previous planning manager, “had a rub with **RCW 42.56.250 Employment**” and, had he stayed, it

<sup>24</sup> There was no evidence, other than Ms. McLaughlin’s statements, that Mr. Levitan could not manage his staff properly. **RCW 42.56.230(3) Personal Information**

statements.

**RCW 42.56.230(3) Personal Information**

<sup>27</sup> In interviews of former and current staff, there were staff members who stated they enjoyed working with Mr. Levitan and were loyal to him. Deb Powers noted she considered him as taking over “first place” in supervisors that she had in her lifetime. She stated she worked in the City of Kirkland for years and her supervisor was an outstanding person and she ranked him number one until Mr. Levitan became her supervisor and he was competing for first place when he left. There were other staff who stated they were loyal to him.

Mike Bolasina  
City of Edmonds Investigation,  
Levitan Complaint  
Page 18

would have culminated into a complaint. She stated that [redacted] feels empowered to complain about her supervisors.

She noted that [redacted] claim was filed against [redacted] in July 2023, which was 6 to 7 months after [redacted] began working with her. I asked her how she found out about the complaint. She stated that HR told her about [redacted] complaint and she read it which was a surprise to Ms. McLaughlin. She consulted with HR and met with [redacted] on the same day and told [redacted] about the complaint. She stated that he was completely shocked, frustrated, and angry. He felt he was blind-sided and [redacted] felt this was a tough position to be in. She stated “with all of her frustrations with him from a staffing perspective, from a sexual harassment perspective, it was shocking.”

She stated that [redacted] had a crass sense of humor and he used profanity in the workplace. She noted that [redacted] would speak to her about her height, or stature, and she told [redacted] it was inappropriate (apparently she is small in stature). She stated in hindsight she felt it was bizarre. Ms. McLaughlin stated that when she worked at the City of Seattle there was more awareness about workplace etiquette. She felt that although it was inappropriate to comment on her height, there was no evidence that [redacted] sexually harassed anyone. She stated there was no touching involved, and that she received word that it was dismissed. The final report was concluded on September 29, 2023.

I asked her about [redacted] and she stated that [redacted] was working from home, came back to the office and then went on FMLA. She stated that the amount of work that has transpired in this period of time was enormous, and [redacted] was not helpful and there had been no replacement for an assistant for [redacted]. She stated that during this time, he was managing the Comprehensive Plan.

Ms. McLaughlin noted that when she became aware of the complaint, she had a frank conversation with [redacted]. She stated she told him that she wanted him to be happy so staff could be happy. He said he was looking for opportunities.

She stated that he had “this sarcastic sense of humor” and “he was frustrated with the quality of work and expertise of staff and the computer programs.” She stated that Mr. Levitan said he was just going to call Russ from Lake Stevens to see if his former job was available. She stated that he made comments like this on a weekly basis. Ms. McLaughlin told him if this is not where he wanted to be, he needed to look for something else. I inquired when she told him this and she stated that this was during subsequent weeks after [redacted] filed the complaint against him. She noted that the complaint was weighing on him a lot.

Ms. McLaughlin stated it was frustrating to her as she supported Michelle in a way that was above and beyond. Ms. McLaughlin stated she felt blind-sided as well about the complaint that Michelle filed against her. Ms. McLaughlin stated that Mr. Levitan felt frustrated, denied

Mike Bolasina  
 City of Edmonds Investigation,  
 Levitan Complaint  
 Page 19

everything and felt he would be at a disadvantage and he immediately started looking to get out.<sup>28</sup>

Ms. McLaughlin stated that she encouraged [REDACTED] that it would be a fair investigation. Once [REDACTED] filed the complaint against [REDACTED], [REDACTED] began to report to Ms. McLaughlin so there would be no interaction between them. HR suggested this change and Ms. McLaughlin stated she would have done it anyway.

There was a discussion with HR about whether [REDACTED] should take leave or work from home or keep coming in. [REDACTED] stated that they preferred she work from the office more, but [REDACTED] chose to work from home. Ms. McLaughlin stated that HR gave her choices.

I asked her whether [REDACTED] behavior changed during the course of the investigation. She stated that [REDACTED] was “always frustrated and things felt overwhelming to [REDACTED]” and “[REDACTED] was not good at compartmentalizing.” She also stated that during July 2023, Mr. Levitan was trying to manage the Comprehensive Plan and getting a very large contract with consultants to assist with this. He also needed to be doing outreach and community engagement such as putting on events, preparing events, and putting out materials for events. He had a lot of expectations from Ms. Martin to have resources and materials available, and they weren’t happening the way they should be, meaning she was not assisting Mr. Levitan appropriately. She stated he was overwhelmed with community engagement, and he wanted to sit in his office and write reports. It was difficult for him to do community engagement and supervise staff. She once again stated that he should not have been surprised that he was struggling in these areas.

She provided an example that when she arrived at a community event, she was the first to arrive and she carried in the materials. She stated Mr. Levitan was late and had no materials and was ill prepared. She stated it was not her event and she talked to him about this and she should not have had to manage the event.

#### *David Levitan’s Allegations in his Complaint (Exhibit 20)*

I addressed some of the allegations in David Levitan’s complaint. Specifically, in Paragraph 1 of Mr. Levitan’s complaint, I asked Ms. McLaughlin whether on August 22<sup>nd</sup> when Mr. Levitan shared the event of his conditional offer with her, he asked her not to share the information. Ms. McLaughlin insisted that Mr. Levitan did not tell her he did not want the information shared. She also stated that she was blind-sided that she was a reference, and that Mr. Levitan never asked her to be a reference especially with everything going on. She stated that she would have expected that he tell her that she was a reference and they would have figured out how to give the reference checks. She also noted that Mr. Levitan’s verbal resignation did not describe his

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<sup>28</sup> This was contrary to evidence that Mr. Levitan applied for the Lake Forest Park position before he was aware of the complaint.

*Mike Bolasina*  
*City of Edmonds Investigation,*  
*Levitan Complaint*  
*Page 20*

offer as contingent on anything. Ms. McLaughlin told him his verbal resignation needed to be in writing and he never told her it was a secret.<sup>29</sup>

As to Mr. Levitan's allegation in paragraph 2, I asked Ms. McLaughlin whether she told Councilmember Olson the news about his resignation. She stated this would not have been the first thing she would have done. She stated it was likely raised in the context of discussing a workplan item and she would have said that she wouldn't be able to address because of staff changes. She stated that Mr. Levitan provided a verbal resignation on Wednesday, August 23, 2023 and he never stated that it was contingent or secretive. She stated that the City of Lake Forest Park reached out to her while she was on vacation, and when she returned to office, Mr. Levitan had already resigned in writing stating that his last day would be September 15, 2023.

She stated that when she spoke to Lake Forest Park, Mr. Levitan had already resigned and the person with whom she spoke was "shocked to hear that."<sup>30</sup> She stated that they advised him not to do that because he had a contingent offer. Ms. McLaughlin stated that she was shocked that he still had a reference check to complete because she thought he had the job. She stated that she empathizes with him, and that he made the wrong decision, resigning before the reference check. She stated that she felt bad for him as Lake Forest Park told him not to resign.<sup>31</sup>

In response to Mr. Levitan's allegation in paragraph 3, Ms. McLaughlin once again stated that she did not recollect that the information regarding Mr. Levitan's offer was a secret.<sup>32</sup> She stated that if this was so important to him, then he should have put it in writing. She noted that she did not broadly advertise it. Ms. McLaughlin stated that she told Leif, who was Mr. Levitan's counterpart in the department. She stated she told him because he needed to know because she was going on vacation. She stated she also told the Mayor.

She again wanted to emphasize that it weighs on her, if he expressed such secrecy, she would have been more discreet and it comes as a surprise to her that he is saying this.

When I inquired about the interview with Lake Forest Park, she stated she consulted with Ms. Neill Hoyson and Ms. Wagener in HR prior to providing reference to make sure she was careful about what she was able to disclose. She stated she was very sure she did this a few times and received the information from HR regarding what she could say.<sup>33</sup>

In response to Mr. Levitan's allegation in paragraph 5, Ms. McLaughlin agreed she returned from vacation on September 5, 2023 and it was her first day back in the office.

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<sup>29</sup> This is contrary to Mr. Levitan's statements that he asked Ms. McLaughlin to keep the information about his offer confidential and that he told Ms. McLaughlin that it was a conditional offer.

<sup>30</sup> This is contrary to the evidence provided. On September 1, 2023, Mr. Levitan emailed Ms. Moore informing her that he resigned from his position. (Exhibit 7).

<sup>31</sup> There is no evidence that Ms. Moore told Mr. Levitan not to resign.

<sup>32</sup> This was Ms. McLaughlin's response to paragraph 3 of Mr. Levitan's complaint.

<sup>33</sup> A question arose as to why Ms. McLaughlin was reaching out to HR multiple times prior to the interview, if she didn't know she was a reference.

*Mike Bolasina  
City of Edmonds Investigation,  
Levitan Complaint  
Page 21*

As to Mr. Levitan's allegations in paragraph 6, regarding the occurrences on September 6, 2023, she stated that his allegations do not make sense. She felt that she was giving him some kudos in a way, as he provided his resignation. She felt that by saying it will be difficult to replace him, she was stating he had a valuable role. She also was emphasizing that it is a critical time, she wanted to be as neutral as possible given all of the controversy, and felt she was responding to staff's concerns in an objective way.

She stated that she spoke to the representative from Lake Forest Park for 45 minutes. Ms. McLaughlin stated that she spoke with Ms. Neill Hoyson about her reference in advance of speaking to Lake Forest Park<sup>34</sup> She stated they discussed the difference between a reference check and employment check. Ms. McLaughlin stated that Ms. Neill Hoyson was to serve as the employment check.

Ms. McLaughlin stated that because she was serving as a reference check, "she could disclose all of the information." She stated she answered about 15 scripted questions. She stated she used the guidance from HR and was very careful with them. She noted she was very honest with the issue of the management of people and this was documented in the 6-month performance review.

She stated that Mr. Levitan was continuing to blame staff for their mediocrity. She stated he is "kind of like an Eeyore – life happens to him and he is very heavy and very sad." Ms. McLaughlin stated that when you compound this day-to-day attitude, with the allegations from Ms. Martin, it tipped him and he probably made decisions that were not wise. She stated that "looking for other work was wise, but he went about it the wrong way."

Ms. McLaughlin proceeded to point out Mr. Levitan's mistakes in this process and identified the lack of communication. Her specific statements were that Mr. Levitan:

- did not tell Lake Forest Park about the investigation;
- did not tell Ms. McLaughlin she was a reference;
- he resigned before getting a final offer letter from Lake Forest Park;
- he did not tell her it was a secret because otherwise she would have honored his request;<sup>35</sup>
- he never told Ms. McLaughlin that he let his team know about his resignation;
- he sent a Teams message to his team and did not inform Ms. McLaughlin.

#### *Reference Check Provided to Lake Forest Park*

I interviewed Ms. McLaughlin a second time on January 31, 2024. We discussed the conversation with the Human Resources representative from Lake Forest Park, Ms. Moore.

Ms. McLaughlin stated she had a phone conversation outside of the office when she spoke to Lake Forest Park. She stated it was a scripted conversation from their end.

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<sup>34</sup> There is evidence that Ms. Wagener, and not Ms. Neill Hoyson, spoke to Ms. McLaughlin in advance.

<sup>35</sup> If he said it was a secret and confidential, she does not remember that, but she feels like she would have respected his request if he asked. He should have put it in writing if it was important;

*Mike Bolasina*  
*City of Edmonds Investigation,*  
*Levitan Complaint*  
*Page 22*

I asked her how she knew she was a reference, and she did not recall the issue coming up regarding her being a reference. She was surprised that she was a reference because Mr. Levitan didn't tell her anything about this.<sup>36</sup> I asked if Ms. Moore from Lake Forest Park informed her how she had her name. Ms. McLaughlin indicated she did not remember and all she was told was that Ms. Moore was conducting a reference check. They had been playing phone tag. She stated that Ms. Moore may have known based on a message she left – it was hard to recall.

Ms. McLaughlin told Ms. Moore that Mr. Levitan had great technical skills. When I asked what technical skills she was referring to, Ms. McLaughlin stated it referred to his growth management act knowledge, researching code, referencing code, applying code, interpreting code. She again stated that he struggled with staff and wondering why he hasn't met with his staff and had one-on-ones. She stated he vented about staff without taking corresponding actions to deal with the issue.

Ms. McLaughlin stated she communicated to Mr. Levitan around one-on-ones and managing staff in a productive way before the investigation. She stated that they were on good terms and their relationship ended on a positive note. During her reference, she kept telling Ms. Moore that he had several strengths which were technical abilities, good writing skills, and his public facing material was well written. She also stated that some of the areas weren't so great. They asked specifically about his management style and leadership and how he worked with his team and team management and communication.

I asked whether Ms. Moore asked specifically about whether there were any investigations pending. I asked how it came up in the context of the conversation. She stated the information had to do with communication regarding staff and working with staff and relationships with the team. She stated there were no questions about an investigation from Lake Forest Park and she volunteered the information. (Exhibit 21). Ms. McLaughlin was impressed with the number of questions. She stated they were scripted and it was not conversational and not “off the cuff” and the questions were also not leading.

#### *Interview with Jessica Neill Hoyson*

I interviewed Ms. Neill Hoyson, the Director of Human Resources with the City of Edmonds.

I asked her about Susan McLaughlin and her role at Director of Planning and Development. Ms. Neill Hoyson stated that Ms. McLaughlin is very much in the public eye and her role is public facing. She has a lot of expectations.

I asked if she has had any challenges and she stated that Ms. McLaughlin's communication style is clear and aggressive. She stated that Ms. McLaughlin has opportunity for growth in her

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<sup>36</sup> The evidence suggests that Ms. McLaughlin knew in advance that she was a reference because she stated she spoke to Edmonds HR a number of times regarding what she could and could not say.

Mike Bolasina  
 City of Edmonds Investigation,  
 Levitan Complaint  
 Page 23

management skills. She stated that there are issues in her department with the staff and they are unhappy with the way things are run. She believes that “they are not making them up.”

Ms. Neill Hoyson was aware that Mr. Levitan constantly complained about his staff. Ms. McLaughlin told her that she told Mr. Levitan to do one-on-ones with staff. She also stated that Ms. McLaughlin was aware that Mr. Levitan was looking for jobs because Ms. McLaughlin reached out to Ms. Neill Hoyson to ask if she could offer him more money to stay. Ms. McLaughlin told her that she could not have that position vacant and wanted Mr. Levitan to stay in his role. She was looking to keep Mr. Levitan and asked him to stay, but after Mr. Levitan resigned, and requested to rescind his resignation, Ms. McLaughlin decided that she did not want to keep him. I asked her why and she stated that this was handled with Emily Wagener.

She noted that it was Ms. McLaughlin’s decision whether to accept his request to rescind his resignation. She stated that it is the department head’s decision, that they could confer with HR, but in the end, it is the department head’s decision. She stated that the mayor could potentially direct them to do something, but Ms. Neill Hoyson could not direct the department head unless it was a violation of law or policy, and this was not the case here.<sup>37</sup>

Ms. Neill Hoyson stated that her conversations with Mr. Levitan were good, were never problematic and she felt that they were reasonable.

Prior to giving his initial notice, Mr. Levitan had a conversation with Ms. Neill Hoyson posing a hypothetical question. He asked that if someone was applying for another job, what information would be given to other employer about his employment. Ms. Neill Hoyson informed him that if they contacted HR, they would confirm employment. Also, if he put someone at the city down as a reference, they would provide information as to whatever is being asked. He asked if Ms. McLaughlin would be talking to anyone and Ms. Neill Hoyson stated that it would only be the case if he put her down as a reference. She noted that Mr. Levitan never put her down as a reference with Lake Forest Park.<sup>38</sup>

Ms. Neill Hoyson stated that after the investigation resulting from RCW 42.56.250 Employment+Licensing complaint began, RCW 42.56.250(b) told Ms. Neill Hoyson that 1st inf was leaving to take a position with Lake Forest Park. RCW 42.56.250(b) informed her that RCW 42.56.250 Employment+Lic applied for the position not because of RCW 42.56.250 Employment+Lic complaint but because of the stress caused by City Council. His whole reason for leaving was due to his interactions with City Council.

Mr. Levitan’s conversation with Ms. Neill Hoyson would have been prior to August 22, 2023. She believes that he sent her an email and it was “weirdly worded” “hypothetically” and then they had a phone call during which she figured out what he was asking. She noted that Mr. Levitan did not tell her to keep the hypothetical situation confidential. However, the only person

<sup>37</sup> Based on the evidence gathered, there is an argument that Ms. McLaughlin violated policy and/or law and that Human Resources should have stepped in when considering Mr. Levitan’s request to reinstate him in his position and to accept his request to rescind his resignation.

<sup>38</sup> This is confirmed by Mr. Levitan’s application with Lake Forest Park.

Mike Bolasina  
City of Edmonds Investigation,  
Levitan Complaint  
Page 24

she shared the information with was the investigator. She mentioned that [REDACTED] had applied for the position prior to [REDACTED] filing a complaint. Ms. Neill Hoyson emphasized that even though [REDACTED] did not ask her to keep it confidential, she only shared it with the investigator for [REDACTED] complaint.

I asked her if she had another conversation with [REDACTED] after [REDACTED] filed her complaint and she said she believes they may have but it could have been a text message. She does not remember what it was about.

I asked her if she knew whether Mr. Levitan told Ms. McLaughlin that the information about his applying for a new job was confidential. At one point he mentioned to Ms. Neill Hoyson that he was upset with Ms. McLaughlin because she told Council members prior to him resigning. Ms. Neill Hoyson stated that there is no reason or policy for confidentiality because Mr. Levitan's position was integral to Ms. McLaughlin's operation and her response, if asked, should have been that she could not keep it confidential because she needed to start having conversations about who could take on Mr. Levitan's responsibilities.

She stated that it was ridiculous that he resigned without having a firm commitment for a job. Ms. Neill Hoyson stated that Mr. Levitan believes Ms. Wagener, also in HR, is against him and Ms. Neill Hoyson said "she is bending over backwards for him." I asked why he believed this and Ms. Neill Hoyson stated because of the delay in the close-out of the investigation report. He believed that Ms. Wagener was holding it up and she was not – it was on the mayor's desk waiting for approval.

I asked if Ms. McLaughlin spoke to HR before giving a reference to Lake Forest Park. She stated that Ms. McLaughlin spoke to Ms. Wagener.

Ms. Neill Hoyson stated that she was concerned that the City of Edmonds may have exposure. We discussed how Ms. McLaughlin received a call from Lake Forest Park to ask about Mr. Levitan. She stated that the City of Edmonds does not contact current supervisors unless the employee signed a release that they wanted this to happen.<sup>39</sup> She stated that it is apparent that Lake Forest Park automatically contacts supervisors and noted that Mr. Levitan agreed to a release as a part of his submission.<sup>40</sup> Ms. Neill Hoyson stated that Mr. Levitan signed a release with Lake Forest Park that allowed them to contact anybody regarding his employment and that this was a part of their regular process.<sup>41</sup> She also noted that she told Mr. Levitan that they would only provide a verification of employment.

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<sup>39</sup> It is problematic to contact a person's current employer, when they have a **conditional** offer, inform them that they are interviewing for a new position, and then expect the current employer to continue to hold this employee in good stead knowing that they are interviewing for another job. One should expect backlash against this employee. These are facts that would work against the city.

<sup>40</sup> Even though Mr. Levitan agreed to a release, **in his application**, he did **not** agree to have Lake Forest Park contact his current employer. Also, Mr. Levitan stated that he spoke with Ms. Neill Hoyson who confirmed that they would only confirm dates of employment and not serve as a reference.

<sup>41</sup> On his application, there was a box under "work experience" where Mr. Levitan provided information regarding his current employment and stated that Susan McLaughlin was his current supervisor. Next to this box there was a

Mike Bolasina  
 City of Edmonds Investigation,  
 Levitan Complaint  
 Page 25

I asked Ms. Neill Hoyson whether it was recommended to discuss performance issues in a reference. She stated that public employers have certain laws that allow them to provide information as part of a reference check. She stated she would normally advise a supervisor if they were put down as a reference, to have someone reach out in advance to obtain the questions and review them with the supervisor to provide them with clear direction. If this was not possible, then the advice to the supervisor would be that “as long as you are answering the questions factually” they would be okay and “not to provide anything subjective.”

I asked her, hypothetically, if Lake Forest Park inquired about [REDACTED] being involved in an investigation would she have advised Ms. McLaughlin to provide an answer. She stated that if the Lake Forest Park Human Resources representative specifically asked about it, she would have advised Ms. McLaughlin to answer it factually. However, she stated that she would **not** advise the supervisor to volunteer that information.<sup>42</sup>

We addressed how performance issues would be handled in this context. Ms. Neill Hoyson stated that unless performance issues were documented in write-ups or evaluations, she would advise the department head **not** to discuss performance issues.<sup>43</sup>

Ms. Neill Hoyson noted that Lake Forest Park did not have an issue with [REDACTED] that he was under investigation, but the issue became that [REDACTED] did not disclose it to him. She noted that [REDACTED] was not under investigation when [REDACTED] applied.<sup>44</sup>

Ms. Neill Hoyson stated her only involvement with Mr. Levitan was after he resigned, he called her and asked her what his options were. She stated that his only option was to request rescinding his resignation. I asked her whether she informed Mr. Levitan that she could make the decision and she stated that she did not tell Mr. Levitan that she could make the decision over Ms. McLaughlin.

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box that asked “MAY WE CONTACT THIS EMPLOYER” and Mr. Levitan marked “NO.” No one in the City of Edmonds requested to see the application or the language of the document identified as a “RELEASE” in advance of Ms. McLaughlin providing her recommendation to see if it was allowed to begin with. (Exhibit 2).

<sup>42</sup> In her interview, Ms. McLaughlin stated that she volunteered the information and was not asked about it. Also, all of the questionnaires provided by Lake Forest Park reflected that, at no point in the interview process, did they inquire as to whether Mr. Levitan had a pending investigation. This information should not have been disclosed.

<sup>43</sup> Arguably, the poor performance explained by Ms. McLaughlin was **subjective**, and according to Ms. Neill Hoyson, should not have been shared. **RCW 42.56.230(3) Personal Information**

<sup>44</sup> The application as well as all of the questions asked by Lake Forest Park did not inquire of the applicant, Mr. Levitan, whether he was under investigation. Mr. Levitan also stated that no one had ever asked him whether he was under investigation and he was not aware of any investigation against him at the time of application. Further, in his interview, Mr. Levitan stated he discussed it with Edmonds HR and his understanding is that while the investigation was pending, it was confidential.

Mike Bolasina  
 City of Edmonds Investigation,  
 Levitan Complaint  
 Page 26

*Interview with Emily Wagener*

Ms. Wagener is a Senior Human Resources Analyst for the City of Edmonds. I spoke with her about Mr. Levitan's employment issues. I asked her how [REDACTED] was originally informed of the complaint filed against [REDACTED] by [REDACTED]. She stated that [REDACTED] was informed of investigation by Ms. McLaughlin. She said notices typically go out, but [REDACTED] provided [REDACTED] with notice. She stated that the complaint was confidential.

Ms. Wagener stated that [REDACTED] was looking for new employment before [REDACTED] complaint. Mr. Levitan informed Ms. Wagener and asked that she keep it confidential, but she noted that this information in and of itself is not confidential.

I asked her if she knew what happened to Mr. Levitan's offer of employment, and she stated she didn't know. She stated that Lake Forest Park checked his dates of employment. Also, she spoke to Ms. McLaughlin about the information she could disclose in providing a reference. She informed Ms. McLaughlin to share true and accurate information that can be backed up, and not to share her opinions and information that is not documented.<sup>45</sup> Ms. McLaughlin asked if she could mention the ongoing investigation of [REDACTED]. Ms. Wagener told her that if it came up, she could say there was one but only if they specifically asked about the investigation, otherwise she could not disclose the information because the investigation was ongoing.<sup>46</sup> She stated that they talked one time in advance of the reference and another time just before the reference. She stated she never spoke to Mr. Levitan before the Lake Forest Park reference.

Mr. Levitan told Ms. Wagener that he was upset because Ms. McLaughlin provided a reference, and he did not give authorization for her to share information and cited to the City of Edmonds policy. Ms. Wagener stated that he signed a release from Lake Forest Park which she learned from speaking with the HR director.<sup>47</sup> She stated that Mr. Levitan's offer was contingent on a background reference and credit check. She stated that Lake Forest Park made it very clear that they would be speaking to his references and not verifying dates of employment only.<sup>48</sup> Mr. Levitan's offer was rescinded based on the conversation with Ms. McLaughlin. Ms. Wagener stated that his offer wasn't rescinded because there was an investigation, but that it was because he did not disclose that an investigation was ongoing and they felt that he was not being truthful. Ms. Wagener also noted there were other concerns related to Mr. Levitan's lack of experience in managing staff and that Lake Forest Park was concerned about this and discussed these issues with Ms. McLaughlin.

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<sup>45</sup> Ms. McLaughlin did not listen to this advice as she shared information that was subjective and not in a performance review.

<sup>46</sup> Ms. McLaughlin volunteered the information about the investigation during the reference without being asked.

<sup>47</sup> She did not confirm the waiver until 12 days after Ms. McLaughlin spoke to the City of Lake Forest Park. She also failed to determine whether Mr. Levitan gave permission for Lake Forest Park to reach out to Ms. McLaughlin. Had there been a request for this information, it would have been determined that Mr. Levitan did NOT give consent for Lake Forest Park to contact his current employer for a reference.

<sup>48</sup> Mr. Levitan stated on his application that Lake Forest Park did not have permission to speak to his current employer, the City of Edmonds, but gave permission for them to speak to other references.

Mike Bolasina  
City of Edmonds Investigation,  
Levitan Complaint  
Page 27

She stated that the outcome was that the City of Lake Forest Park rescinded his offer. Subsequently, Mr. Levitan tried to rescind his resignation but it was rejected.

She stated that when she spoke to the Human Resources representative from Lake Forest Park, she mentioned that they told him to wait and not give notice.<sup>49</sup> She mentioned that they told Mr. Levitan they would adjust his start date. Despite this, Mr. Levitan gave notice.

We discussed the rejection of his request to rescind his resignation. Ms. Wagener stated that Ms. Neill Hoyson was out of the office and Ms. Wagener handled this. She stated it was not HR's decision but a departmental decision. Ms. McLaughlin considered it and determined that it would be better to accept his resignation as submitted, and move on with identifying another candidate for that role. To date, the role has not been filled.<sup>50</sup>

I asked Ms. Wagener if she knew what the basis for Lake Forest Park's decision was to rescind Mr. Levitan's offer. She stated that based on her conversation with Ms. Moore the investigation was not the deciding factor for not moving forward.

- Interview with Departed and Current Employees

In interviewing both current and departed employees, there was a clear pattern presented of harassing, bullying and retaliatory conduct regarding Ms. McLaughlin's management style. A common theme amongst all of them was that Ms. McLaughlin was not diplomatic, and if the employee did anything that she disagreed with, she would retaliate in many ways, one of which was reporting them to Human Resources. Amongst a number of concerns, many noted that Ms. McLaughlin had problematic characteristics as a manager which consisted of retaliatory conduct, poor management of people, poor project management and a lack of subject matter expertise. Staff cited feeling physically and mentally "beaten down" by her management style. Current staff members are scared to say anything for fear of retaliation. Former staff stated that they would consider returning if Ms. McLaughlin departed.

Many people have left the department since she was hired. One person interviewed noted that 8 people had left the department since she started.

Those who worked directly with Mr. Levitan stated that he was a great supervisor. They enjoyed working with him and his staff felt supported. He understood what each staff member's responsibility was and he gave them the tools to be successful. What Ms. McLaughlin lacked, Mr. Levitan made up for. Some stated that Ms. McLaughlin seemed as though she felt threatened by Mr. Levitan. Many are afraid to express themselves now because they have seen

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<sup>49</sup> There was no evidence of this in communications between Mr. Levitan and Ms. Moore from Lake Forest Park.

<sup>50</sup> This fact could weigh heavily in favor of a retaliation claim. Ms. Laughlin wanted Mr. Levitan to stay. She stated she could not have this position open. Mr. Levitan would not reconsider. Arguably she punished him by giving him an unfavorable reference and rejecting his offer to withdraw his resignation. HR could have stepped in to prevent this.

Mike Bolasina  
City of Edmonds Investigation,  
Levitan Complaint  
Page 28

what has happened to employees like Mr. Levitan and others. They disagreed that he was an Eyore and didn't know how to manage staff. They stated that he often acted as a buffer between staff and Ms. McLaughlin so staff would "not get beat up."

One staff member stated that after Mr. Levitan left, everything became worse. Examples are that Ms. McLaughlin micromanages everything, is involved in all decisions and does not trust staff to do their work. She does not support staff. She does not have the background in land use. Often she thinks the process is going in the wrong direction when it is not because she doesn't understand it. She then "screws it up." It was noted that when she arrived, she did not have a lot of respect for what people were working on, she did not listen, made a lot of erroneous assumptions and was overconfident in her abilities when she had no experience. She also made negative comments about people very openly and would tank peoples' careers and reputations if she could.

Some stated that Mr. Levitan was left with a mess when he took over and he was doing a good job of getting things back on track. During his time there, he got along with all of the staff and was identified as a "people person." He tried to understand where people were coming from and was respectful of his staff.

## **POLICIES IMPLICATED**

Mr. Levitan alleges violations of Edmonds City Policies 2.7, 10.1 and 11.2.

- **City Personnel Policy 2.7: EMPLOYMENT REFERENCES** - Only the Human Resources Office or the employee's department director is authorized to provide employment references, including letters of reference, on a current or former City employee. Other employees shall refer requests for references to the Human Resources Office who will contact the appropriate director. **References will be limited to verification of employment and salary unless the employee has completed a written waiver and release.**
- **City Personnel Policy 10.1.** Mr. Levitan argues that due to the actions of Ms. McLaughlin and other city staff, the City is not meeting minimum standards for personal and professional conduct including adherence to City policies and procedures. The policy reads as follows:

**10.1 GENERAL CODE OF CONDUCT:** The City's primary function is to provide service to the citizens of Edmonds. To achieve that goal, all employees are expected to treat the public as their most valued customer. All employees are expected to serve the public in a professional manner, which is courteous, efficient and helpful. Employees must maintain a clean and neat appearance appropriate to their work assignment, as determined by their position and department head.

Mike Bolasina  
 City of Edmonds Investigation,  
 Levitan Complaint  
 Page 29

Since the proper working relationship between employees and the City depends on each employee's on-going job performance, professional conduct and behavior, the City has established certain minimum standards of personal and professional conduct. Among the City's expectations are: tact and courtesy towards the public and fellow employees; adherence to City policies, procedures, safety rules and safe work practices; compliance with directions from supervisors; preserving and protecting the City's equipment, grounds, facilities and resources; and providing orderly and cost efficient services to its citizens. In addition, all persons representing the City of Edmonds are expected to conduct business in the following manner:

- All persons, representing the City of Edmonds, shall conduct business in a professional manner, respecting all citizens' rights, and showing courtesy to all.
  - Their actions shall be conducted within compliance of the laws and regulations governing the City's actions, including but not limited to RCW Title 42.
  - City representatives are expected to conduct business in an open manner.
  - They shall not engage in any conduct which would reflect unfavorably upon City government or any of the services it provides.
  - They must avoid any action which might result in or create the impression of using their position for private gain, giving preferential treatment or privileged information to any person, or losing impartiality in conducting the City's business.
- **City Policy 11.2** states the following: **ACTIONS SUBJECT TO DISCIPLINARY ACTION**<sup>51</sup>

Our success in providing excellent service to our citizens and maintaining good relationships with the community depends on our employees. We have therefore provided for your guidance certain conduct which, if engaged in, would be detrimental to our objective and could lead to disciplinary action including discharge. The following specified conduct is illustrative and not comprehensive.

- Making malicious, false, or derogatory statements that are intended or could reasonably be expected to damage the integrity or reputation of the city, members of the public, or our employees, on or off premises. Disorderly conduct, including fighting on the premises. Rudeness, discrimination, harassment, intimidation, coercion, use of obscene language, gestures or lack of courtesy to the public or fellow employees. Immoral conduct while on duty.

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<sup>51</sup> Arguably, making statements during an unauthorized reference check that could reasonably be expected to damage the integrity or reputation of a fellow employee would be considered a violation of this policy.

Mike Bolasina  
 City of Edmonds Investigation,  
 Levitan Complaint  
 Page 30

- Edmonds HR representatives argue that RCW 4.24.730(1)(c) protects people when giving references to prospective employers. It states the following:  
**Liability immunity—Disclosure of employee information to prospective employer.**
  - (1) An employer who discloses information about a former or current employee to a prospective employer, or employment agency as defined by RCW 49.60.040, at the specific request of that individual employer or employment agency, is presumed to be acting in good faith and is immune from civil and criminal liability for such disclosure or its consequences if the disclosed information relates to: (a) The employee's ability to perform his or her job; (b) the diligence, skill, or reliability with which the employee carried out the duties of his or her job; or (c) any illegal or wrongful act committed by the employee when related to the duties of his or her job.
  - (2) The employer should retain a written record of the identity of the person or entity to which information is disclosed under this section for a minimum of two years from the date of disclosure. The employee or former employee has a right to inspect any such written record upon request and any such written record shall become part of the employee's personnel file, subject to the provisions of chapter 49.12 RCW.
  - (3) For the purposes of this section, the presumption of good faith may only be rebutted upon a showing by clear and convincing evidence that the information disclosed by the employer was knowingly false, deliberately misleading, or made with reckless disregard for the truth.

## CONCLUSION

When applying the preponderance of evidence standard, the facts support a conclusion that a number of Edmonds City policies were violated.<sup>52</sup> There are a number of problematic facts involving both the City of Edmonds and the City of Lake Forest Park as it relates to Mr. Levitan's application process.

*Mr. Levitan, in his application with Lake Forest Park, specifically stated that they may not contact his current employer.*

Mr. Levitan applied with Lake Forest Park on July 20, 2023 at 9:23AM. The Employment Application had a section for work experience. Mr. Levitan accurately filled out the application as to his current employer, dates, position and supervisor. In this same section there is a question "May we contact this employer?" Mr. Levitan marked "NO" in the section that references the City of Edmonds. (Exhibit 2).

Here, it is clear that Mr. Levitan did not provide the City of Lake Forest Park with permission to speak to his current employer, the City of Edmonds, as a reference. He even went so far as to

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<sup>52</sup> An examination should take place as to violations of law based on the facts presented.

*Mike Bolasina  
City of Edmonds Investigation,  
Levitan Complaint  
Page 31*

verify with staff in the Edmonds Human Resources Department that the only information that would be provided would be to confirm his dates of employment. Also, evidence supports the conclusion that Mr. Levitan had no idea they would be contacting Ms. McLaughlin as a reference. Everyone acknowledges that he never informed Ms. McLaughlin that she would be a reference. Ms. McLaughlin even stated that she found it odd that Mr. Levitan did not inform her of her being a reference and was irritated with him for not doing so. It is clear that both the City of Lake Forest Park was not authorized to contact anyone at the City of Edmonds for a reference and neither Lake Forest Park nor Edmonds did their due diligence to make sure that they were allowed to do so.

Also, a problematic fact is that Lake Forest Park and Edmonds both allowed for a very unusual situation to occur where an applicant's current supervisor was contacted to provide a reference to leave their current position for a new position. One cannot reasonably expect that this supervisor would act appropriately during the reference check or afterward. This is an untenable position for anyone applying for a new position.<sup>53</sup>

*Edmonds Human Resources Department did not obtain the release before Ms. McLaughlin's reference.*

It is arguable that the release does not apply because the City of Lake Forest Park did not have the authority to treat Ms. McLaughlin as a reference. It is a problem for the City of Edmonds because no one in the City of Edmonds requested to see the application or the language of the document identified as a "RELEASE" in advance of Ms. McLaughlin providing her recommendation.<sup>54</sup>

Ms. Wagener pointed to the release as the justification that allowed Ms. McLaughlin to speak with Lake Forest Park as a reference. There is no evidence that Ms. Wagener reviewed the application or release before advising Ms. McLaughlin that she could speak to Lake Forest Park and provide a reference. An email indicates that Ms. Wagener acknowledged receipt of this release from Ms. Moore of Lake Forest Park on September 18, which was 12 days after Ms. McLaughlin spoke to Ms. Moore and provided her with a negative reference. She only first inquired on September 13, 2023, the same date on which Mr. Levitan filed his complaint. (Exhibits 13, 20). There were likely more days that passed from the date of which Ms. Wagener and Ms. McLaughlin knew she would be a reference as both HR and Ms. McLaughlin stated that they spoke in advance of the reference to determine what Ms. McLaughlin was allowed to say as a reference to Lake Forest Park.

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<sup>53</sup> Here, Ms. McLaughlin was upset that Mr. Levitan would not stay despite her request and she has a history of retaliatory conduct.

<sup>54</sup> Here, there was no consent given to Lake Forest Park to contact the City of Edmonds for a reference check and as a result, Ms. McLaughlin was not allowed to provide a reference.

Mike Bolasina  
 City of Edmonds Investigation,  
 Levitan Complaint  
 Page 32

*Susan McLaughlin's statements in her reference are problematic.*

There is evidence that establishes that Ms. McLaughlin volunteered information about which the potential employer did **not** ask. Here, Lake Forest Park did not ask Ms. McLaughlin whether there was a pending investigation involving [REDACTED] and she **volunteered** the information.<sup>55</sup> (Exhibit 10).<sup>56</sup> Ms. McLaughlin admitted that she was not asked about whether [REDACTED] was being investigated and that she volunteered this information. She also admitted that she disclosed that there was “an active claim that was under investigation” and that she “didn’t disclose any details of [the] investigation.” (Exhibit 21).<sup>57</sup> She also stated that the investigation had to be taken “very seriously.” This pending investigation has nothing to do with [REDACTED] ability to perform his job.

### *Additional Concerning Evidence*

There are additional facts that are particularly concerning regarding Ms. McLaughlin’s conduct and negatively impact her credibility.

First, Ms. McLaughlin believed that [REDACTED], the complainant, was an employee who easily filed complaints against her supervisors.<sup>58</sup> She apparently made an unfounded complaint against another former supervisor. Ms. McLaughlin also believed that [REDACTED] claims against [REDACTED] lacked merit and informed [REDACTED] and the investigator of her beliefs. Ms. McLaughlin admitted in her interview that she did not believe that [REDACTED] would sexually harass anyone. In light of this evidence, the fact that Ms. McLaughlin volunteered the information about [REDACTED] being investigated makes her disclosure of the investigation particularly concerning when she believed it to be unfounded. She informed Ms. Moore that there was a complaint that was filed by one of [REDACTED] staff against [REDACTED] and the investigation “must be taken very seriously.” This statement clearly is contrary to the position she has taken previously and calls into question Ms. McLaughlin’s credibility.

An additional concern is that the City of Edmonds never asked for proof that the City of Lake Forest Park had the authority to ask for Ms. McLaughlin’s reference or that Mr. Levitan signed a waiver before Ms. McLaughlin’s interview took place. Edmonds Human Resources department only asked for the waiver information after Mr. Levitan’s conditional offer was withdrawn by

<sup>55</sup> I requested from Ms. Moore of Lake Forest Park the questions asked of Ms. McLaughlin during her interview, as well as her notes of the answers, and Ms. Moore refused to provide anything other than a blank questionnaire advising that she received advice from legal counsel for the city not to turn this over to me. Nonetheless, she stated in her interview that she did not inquire with Ms. McLaughlin about a pending investigation and simply asked the questions from the questionnaire which did not include such an inquiry.

<sup>56</sup> This is reflected both in the interview of Ms. Moore and supported by the questionnaire she used to conduct the reference check with Ms. McLaughlin.

<sup>57</sup> One could also argue that the manner in which Ms. McLaughlin disclosed this information made it worse as it left the interviewer to speculate that the allegations were very serious and there is an implication that they were credible when she believed they were not.

<sup>58</sup> At the time that I interviewed Ms. McLaughlin, Ms. Martin had a pending complaint against her and Ms. McLaughlin stated that it was baseless and not reflective of her behavior.

*Mike Bolasina*  
*City of Edmonds Investigation,*  
*Levitan Complaint*  
*Page 33*

Lake Forest Park. The only action taken by the City of Edmonds was to call on the same day that Mr. Levitan filed his complaint to obtain the Waiver of Liability. Also, there was no effort undertaken to understand whether Lake Forest Park had the authority to speak to Ms. McLaughlin in the first place.

Next, additional concerning facts are the issue of Mr. Levitan withdrawing his resignation. It was made clear that in speaking to Ms. Neill Hoyson, that HR could interject if they believed there was a policy or legal violation in this situation. They would have been aware of such a violation if they took the steps to scrutinize the situation in advance. HR knew that Ms. McLaughlin had issues managing her staff and had a history of complaints regarding retaliatory conduct. It would have been reasonable to interject additional scrutiny into the decision to reject Mr. Levitan's request to withdraw his resignation.<sup>59</sup> When Mr. Levitan requested that his position be reinstated, the City of Edmonds Human Resources Department did not assist him and did not investigate whether there was a violation of policy or law. They made the conclusion that there was not a violation and left the decision to his manager against whom there was evidence that she wanted to "tank" Mr. Levitan's career. Also, the Human Resource Department was aware of Ms. McLaughlin's proclivity to behave badly, including retaliate, against employees. As it was HR's policy to become involved in the decision to accept rescission of a resignation if there was violation of policy or law, it will likely be viewed as problematic that nothing was done to assist Mr. Levitan in this process.

Finally, there is evidence that Ms. McLaughlin retaliated against Mr. Levitan. It was clear that Ms. McLaughlin did not want Mr. Levitan to leave. She asked Ms. Neill Hoyson if she could increase Mr. Levitan's salary to convince him to stay and stated she could not have his position open. He was necessary for her to be successful in meeting the timeline for implementing the Comprehensive Plan. She asked Mr. Levitan to stay. When he refused to stay and help her, she "tanked" his opportunity to leave the City of Edmonds and to move to a different position which would have been considered a promotion and had an increase in salary. When he requested to rescind his resignation, she decided to reject his request, despite her not wanting him to leave. Arguably, her behavior is retaliatory conduct – the same conduct she used to retaliate against other employees who did not do what she wanted.<sup>60</sup>

When applying a preponderance of evidence standard, there are a considerable number of facts that support the conclusions that there were violations of City of Edmonds policies due to the actions of Ms. McLaughlin.

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<sup>59</sup> Additional concerning information was that Ms. Neill Hoyson stated that Ms. McLaughlin did not have a good reputation amongst her staff and that Ms. McLaughlin's staff considered her demeanor to be harsh. Separately, there was another complaint made by a departing staff member in Ms. McLaughlin's department that she retaliated against the departing employee when she disagreed with Ms. McLaughlin or did something with which Ms. McLaughlin did not agree. (Exhibit 14).

<sup>60</sup> When applying the preponderance of evidence standard, the evidence gathered supports the conclusion that Ms. McLaughlin and potentially other city employees, violated City Personnel Policy 2.7,<sup>60</sup> City Personnel Policy 10.1,<sup>60</sup> and City Policy 11.

*Mike Bolasina*  
*City of Edmonds Investigation,*  
*Levitan Complaint*  
*Page 34*

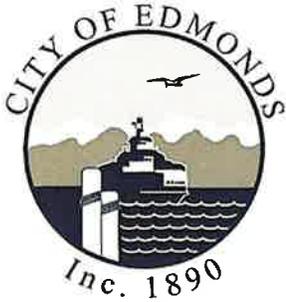
Please do not hesitate to reach out with any questions or for additional information. Thank you for the opportunity to work with you on this matter.

Sincerely,



Kristina Maritzak  
MADE Law, Managing Attorney

# Exhibit 2



# CITY OF EDMONDS

CITY HALL • THIRD FLOOR

121 5<sup>TH</sup> AVENUE NORTH • EDMONDS, WA 98020 • 425.771-0247 • fax 425.771.0252

www.edmondswa.gov

MIKE NELSON

MAYOR

OFFICE OF THE MAYOR

To: David Levitan  
CC: Emily Wagener, Sr. Human Relations Analyst  
From: Mayor Mike Nelson  
Date: October 5, 2023  
RE: Notice of Investigative Findings and Closeout of Investigation

In July 2023, I received a complaint from Michelle Martin that you made a sexually inappropriate comment to her. Ms. Martin also alleged that you used profanity in the workplace, that you improperly monitored her use of Teams to see if she was receiving your messages, that you inappropriately evaluated her performance, and that you participated in the improper denial of her reclassification request. In connection with these allegations, I hired Kathleen Haggard to conduct an independent factual investigation and report to me what she found.

In the course of her investigation, Ms. Haggard met with witnesses and reviewed documents provided to her. I am very satisfied with the scope and breadth of Ms. Haggard's work. On September 29, 2023, I received Ms. Haggard's investigation report. Because you are accused of misconduct, I am providing you with an unredacted copy of the report.

To summarize her findings, Ms. Haggard did not sustain the allegations that you made a sexually inappropriate comment to Ms. Martin, that you improperly monitored her use of Teams to retrieve messages, that you inappropriately evaluated her, or that you improperly participated in the denial of her reclassification request. I consider you to be exonerated on these allegations. Ms. Haggard did find corroborating evidence that you used profanity in the workplace in the presence of coworkers like Ms. Martin, though it was not directed at the coworkers you were speaking to. You admitted to Ms. Haggard that you used profanity in the workplace and stated your intention to improve in the future.

I have accepted Ms. Haggard's conclusions. If you were still employed by the City, the only disciplinary action I would be taking as a result of Ms. Martin's allegations would be to counsel you regarding your use of profanity.

Thank you for your cooperation in the investigation.

Mike Nelson  
Mayor

# HAGGARD & GANSON LLP

**Municipal Law • Investigations • Neutral Services**

19125 North Creek Pkwy, Suite 120, PMB 337, Bothell, Washington 98011  
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September 29, 2023

Mr. Mike Bolasina  
Summit Law Group  
315 Fifth Avenue South, Ste 1000  
Seattle, WA 98104

**Re: City of Edmonds, Investigation of complaint from Michelle Martin**

Dear Mr. Bolasina:

At your request, I investigated a complaint from Michelle Martin, an Administrative Assistant for the Planning & Building Division of the City of Edmonds. In July of 2023, Martin submitted a complaint alleging that her supervisor, David Levitan, made an inappropriate comment and interfered with her request to reclassify her position. Martin subsequently alleged that the city retaliated against her for submitting her complaint.

In the course of the investigation, I interviewed the following people on the dates indicated:

- Michelle Martin, with union representative David Rohde, on August 23, 2023
- David Levitan, Planning Manager, on August 31, 2023<sup>1</sup>
- Susan McLaughlin, Director of Planning and Development, on September 12, 2023

This report constitutes a summary of the evidence, the witness interviews, and the conclusions I draw therefrom. It is not intended as a full recitation of the facts gathered. I base my conclusions on a preponderance of the evidence standard, under which I accept an allegation as fact when it is more probably true than not true based on the available evidence. An appendix of documents relevant to the investigation is attached to this report.

## **SUMMARY OF COMPLAINT AND EVIDENCE**

### *Background*

The City of Edmonds Department of Planning & Development has three divisions: Building, Planning, and Code Enforcement. The Planning Division has one administrative assistant (Michelle Martin) while the department at large has two administrative assistants who job-share. During the COVID-19 pandemic, Martin worked remotely, then transitioned to a hybrid schedule where she was in the office 2-3 days per week. On January 1, 2023, David

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<sup>1</sup> David Levitan resigned and is no longer working for Edmonds.

Mr. Mike Bolasina  
September 29, 2023  
Page 2

Levitan assumed the Planning Manager position and became Martin's supervisor. Prior to that, Martin was supervised by Kernen Lien, who resigned in October of 2022.

*Request for job reclassification*

On July 26, 2022, Martin submitted a written request for her position to be reclassified as an executive assistant for the department at large. The current AFSCME collective bargaining agreement does not contain a job classification for a departmental executive assistant. The Departments of Parks & Recreation, Public Works, Police, and the Mayor's office have executive assistants who are at higher pay grades than administrative assistants.

The reclassification request does not allege that Martin was already performing higher level work or serving the department at large. It is not clear why she believed reclassification was appropriate. On October 5, 2022, Martin submitted a copy of the job description for the executive assistant in the Department of Parks & Recreation, with annotations indicating that she was performing the same tasks.

Upon receipt of the request, Susan McLaughlin told Martin she would consider it. She said she was not sure the department needed an executive assistant but appreciated Martin's initiative. McLaughlin told me Kernen Lien had not supported the proposal, which is why Martin came to her.

Martin alleges that during a meeting in December of 2022, McLaughlin gave her the impression that her request would be granted. Martin's complaint states, "It was at that time I believed based on our conversation that we would be moving ahead but you had a few things to check out as you had contemplated opening the Executive Assistant position up to other Administrative Assistants on an internal recruitment basis 'to be fair' is what I recall in the conversation."

McLaughlin denies promising that Martin's position would be reclassified. She said she told Martin she would assess her performance, compare her current job duties to that of an executive assistant, and from there determine if there was a business need for the reclassification. David Levitan provided little input into the reclassification request, other than to assess Martin's performance for the six months he had supervised her.

McLaughlin ultimately determined, in consultation with Human Resources, that Martin was not performing higher level work or serving the larger department. She was effectively requesting a promotion rather than a reclassification. On July 20, 2023, McLaughlin notified Martin that her request was denied. McLaughlin's email to Martin stated:

The most important conclusion of this evaluation is that we do not have a business need for an Executive Assistant within Planning & Development. We have enough support with our two existing administrative assistants to serve the Department. Our business need still remains for an administrative assistant to serve the Planning division on all administrative needs including, but not limited to, supporting Boards and Commissions, providing admin support for permit processing, and handling invoicing.

You are a valuable asset to the Planning Division. After careful consideration, David and I both believe that your current position is the right classification based on your performance (still room for improvement/growth) and the business needs of our Planning Division.

*Summary of July complaint*

On July 23, 2023, Martin submitted a complaint alleging that in March of 2023, Levitan made a “vile sexual comment” (not described in the complaint), routinely used profanity in the workplace, was “attempting to create a negative paper trail in non-support of the reclassification requested,” and conspired with McLaughlin to deny Martin’s reclassification request. Martin’s complaint states:

He has been micro-managing, scrutinizing, making unsubstantiated assumptions that I am not keeping up to task, that I am leaving the office early without completing my tasks, creating confusion, and being non-responsive when it suits him, stating he has been too busy to meet with me to discuss work process or charting out my in-office schedule, job expectations or anything relative to my performance.

Martin alleges that on March 9, 2023, she met with Levitan in his office to discuss how to handle refunds in the Trakit system. While she was sitting next to Levitan looking at his computer, she commented that she was sorry to pile on his workload. Martin said Levitan responded with words to the effect of, “I can think of other things I’d rather have on top of me right now,” then laughed and gave her a look that made her uncomfortable.

Martin did not tell anyone about the comment at the time it was made. She said she was anxious about doing so because Levitan is her supervisor and conducts her performance evaluations. She decided to give him the benefit of the doubt.

Martin alleges that Levitan routinely uses profanity in the workplace, including regular use of the f-word. She said Levitan will state words to the effect of, “We’ll never get anything done with our fucking city council” and refer to council members as “idiots.” She said Levitan apologized for his language and claimed he does not swear at home.

Martin alleges that on July 21, 2023, Levitan sent her a message after hours indicating that she did not accomplish an assigned task before leaving for the day. She said he had posted the task on Microsoft Teams, which she is not accustomed to using, so she did not see it. Martin claimed Levitan “stalked” her by checking to see if she was logged on to Teams. She further alleges that Levitan stated it does not take a “rocket scientist” to print agenda packets, which was the equivalent of calling her a “dummy.”

Finally, Martin alleges that Levitan had not sufficiently observed her performance before evaluating it. She cited an April 7 email in which Levitan wrote, “I apologize for not sitting down with you earlier as it’s been quite the whirlwind these first three months.” Martin alleges that McLaughlin’s July 20 email—which stated, “David will be scheduling a meeting next week to go over your annual evaluation for last half of ‘22 and first half of ‘23”—indicated that Levitan would be evaluating her for the latter half of 2022, which she does not believe he had enough information to do.

#### *Alleged retaliation*

Following receipt of her complaint, the city removed Martin from Levitan’s direct supervision and gave her the option of taking administrative leave if she was not comfortable being around Levitan. She requested instead to work remotely fulltime.

On August 25, 2023, Martin sent an email to Mayor Mike Nelson claiming that the offer to take administrative leave was retaliatory and created a stigma that she was the wrongdoer. The email states:

[H]aving the above work choices have left me with a feeling of being punished, caged without freedom, not having the choice to go to work in person, hybrid or otherwise as I once had. . . . I am of the utmost concern that I may be in a situation where I am systematically, being placed on leave with pay, which essentially compounds the feelings of retaliation that I already have. It also sends a poor message to colleagues and staff that I am the person of the alleged misconduct and cannot work in the office. It would only seem reasonable, and I hope you would consider, and within good practice that the person being investigated in the alleged misconduct would be placed on administrative leave or virtual work situation until the investigation is completed. However, this is not the case here and it is very disheartening. I am under a great deal of stress in this situation due to but not limited to these factors:

#### *Levitan and McLaughlin response to allegations*

David Levitan said that when he began his position in January of 2023, he was “immediately overwhelmed by the workload.” He said he did not have much time to sit down

with employees for wholistic discussions of their work; however, he regularly checked in with Martin about day-to-day tasks.

Levitan adamantly denied making a sexual comment about having something on top of him. He said, “There is no way I said that.” He vaguely recalls discussing the Trakit system for a few minutes with Martin in his office, during which he might have commented on his heavy workload or acknowledged it had taken Martin a few tries to schedule the meeting. Levitan does not recall stating it doesn’t take a “rocket scientist” to print packets.

Levitan admitted to swearing in the workplace on a regular basis. He denied using profanity in an abusive way; rather, he would make comments like, “That’s fucked up” or “That was an annoying fucking [city council] meeting.” He admitted commenting that he does not swear as much at home because he has kids in the house. Levitan said there is a department culture of “lazy swearing;” however, he acknowledged it is not appropriate for managers to routinely swear in the workplace and said he will focus on not doing it.

McLaughlin said Levitan swears too much for a manager and sometimes makes “dumb” jokes or comments. The comments she has heard have never been sexual in nature. While Levitan’s workplace communications have room for improvement, McLaughlin finds it difficult to believe he would make a sexual comment to a subordinate.

McLaughlin denied that Levitan evaluated Martin’s performance for the time period before he began in his current position. Rather, she evaluated Martin for the latter half of 2022 and Levitan evaluated her for the first half of 2023.<sup>2</sup> Levitan and McLaughlin said Martin has had some performance issues, such not completing minutes, not logging applications into MyBuildingPermit,<sup>3</sup> forgetting to print packets for board and commission meetings, and posting incorrect meeting links.

Levitan believes Martin filed her complaint in response to the denial of her reclassification request as well as an email exchange that occurred on July 21. On that date, Levitan posted a reminder on Microsoft Teams to issue meeting packets for that day’s meeting. When Martin did not issue the packets before leaving for the day, Levitan did it himself. At 5:30 p.m., Martin emailed, “I see the packets out, 👍 Tx.” Levitan responded:

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<sup>2</sup> On June 15, 2023, Levitan sent Human Resources an email stating, “Attached is Michelle Martin’s performance review for June 1, 2022 to May 31, 2023. Susan and I prepared a combined review, since I only started on January 9.”

<sup>3</sup> This could cause the city to miss the state-mandated 28-day deadline for issuing a determination of completeness on permit applications.

Mr. Mike Bolasina  
September 29, 2023  
Page 6

Please take care of tasks like this before you leave for the day as I wasn't sure if you had forgotten or planned to do from home, since I sent a message at 1:45 saying it was ready to publish and then saw that you had left before doing so.

Martin replied that she had not seen the reminder on Teams, as she was accustomed to receiving reminders via email.

Levitan told me he had repeatedly asked employees of the Planning Division to use Teams, and Martin had done so in the past. For example, on May 19 she had responded to a Teams message from him concerning board packets.

On July 17, Levitan messaged Martin: "Do you have Teams on your laptop at home? It always shows you offline. You should be able to download if needed." Martin responded, "Oh sorry. I need to remember to download it when I log in. I've been primarily using email. It's on now." Levitan replied, "Teams is the best format for quick messages and group chats so I'd like to utilize it as much as possible." Martin acknowledged receipt with a 👍 .

### **POLICIES CONSIDERED**

The City of Edmonds' Personnel Policy 2.4 prohibits harassment on account of protected characteristics including sex. It prohibits sexual harassment, which may include "lewd comments, sexual jokes or references, and offensive personal references." Personnel Policy 2.5 prohibits retaliation against any employee who makes a good faith complaint of sexual harassment.

Policy 8.7 gives the city discretion to place employees on administrative leave according to "the best interest of the city."

Sections 4.4, 4.5, and 17.7 of the Collective Bargaining Agreement give the City the management prerogative to establish/revise job descriptions and create new job classifications.

### **CONCLUSION**

A preponderance of the evidence does not support the allegation that David Levitan violated the city's sexual harassment policy. As there were only two parties to the conversation on March 9, it is Martin's word against Levitan's. Even assuming Levitan commented about something being "on top" of him, this comment was not clearly sexual in nature, nor was it part of a pattern of inappropriate comments. While it is undisputed that Levitan used profanity at an unacceptable level for a manager, the profanity was not sexual in nature or directed at his subordinates.

Mr. Mike Bolasina  
September 29, 2023  
Page 7

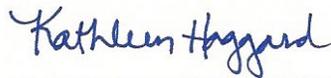
Other than to evaluate Martin's performance for the first half of 2023, Levitan had little input into the reclassification request. Even assuming he and McLaughlin decided together to deny the request, it was within the city's management prerogatives to do so. No city policy prohibits "collusion" between managers.

Finally, the city did not retaliate against Martin by offering her the choice to take administrative leave while the investigation was pending. In response to her expressing discomfort in working with Levitan, she was given the *option* to take leave. The city had discretion to place Levitan (the alleged wrongdoer) on administrative leave pending the investigation, but it was not required to do so.

If you have any questions or need additional information, please let me know.

Sincerely,

HAGGARD & GANSON LLP

A handwritten signature in blue ink that reads "Kathleen Haggard". The signature is written in a cursive, flowing style.

Kathleen Haggard

**From:** Martin, Michelle <[Michelle.Martin@edmondswa.gov](mailto:Michelle.Martin@edmondswa.gov)>  
**Sent:** Sunday, July 23, 2023 11:52 PM  
**To:** McLaughlin, Susan <[susan.mclaughlin@edmondswa.gov](mailto:susan.mclaughlin@edmondswa.gov)>  
**Subject:** RE: Reclassification request - Letter of Response & Formal Complaint

Hello Susan,  
Attached please find my letter of response to your email below in the first attachment.

The second attachment is referenced in the attached response letter to you.

**Respectful regards,**

**Bcc: Union Representative-David Rohde, HR Director Jessica Neill-Hoyson & HR Designee from out of office reply.**

*Michelle Martin* | Senior Administrative Assistant  
City of Edmonds Planning & Development  
425-771-0220, ext 1335  
[Michelle.Martin@edmondswa.gov](mailto:Michelle.Martin@edmondswa.gov)

**From:** McLaughlin, Susan <[susan.mclaughlin@edmondswa.gov](mailto:susan.mclaughlin@edmondswa.gov)>  
**Sent:** Thursday, July 20, 2023 11:30 AM  
**To:** Martin, Michelle <[Michelle.Martin@edmondswa.gov](mailto:Michelle.Martin@edmondswa.gov)>  
**Cc:** Levitan, David <[David.Levitan@EdmondsWa.Gov](mailto:David.Levitan@EdmondsWa.Gov)>; Rohde, David <[david.rohde@edmondswa.gov](mailto:david.rohde@edmondswa.gov)>; Neill Hoyson, Jessica <[Jessica.NeillHoyson@edmondswa.gov](mailto:Jessica.NeillHoyson@edmondswa.gov)>  
**Subject:** Reclassification request

Hi Michelle

Thanks for following up. I realize that our evaluation has taken awhile but I hope that was anticipated. We have previously responded to this request by saying that we needed to evaluate a few things before making this decision and now we have all the information necessary to make a decision.

In response to your inquiry last year, we recommended the following steps:

- 1) assess your current performance (David will be scheduling a meeting next week to go over your annual evaluation for last half of '22 and first half of '23)
- 2) compare your current job duties and existing performance to an executive assistant (thank you for providing that information in October last year)
- 3) determine the need for an executive administrative in our Department given that we have two administrative assistants that serve the Department as a whole.

The most important conclusion of this evaluation is that we do not have a business need for an Executive Assistant within Planning & Development. We have enough support with our two existing administrative assistants to serve the Department. Our business need still remains for an administrative assistant to serve the Planning division on all administrative needs including, but not limited to,

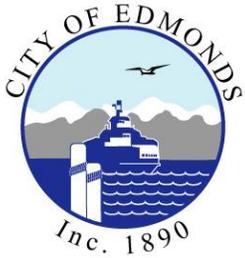
supporting Boards and Commissions, providing admin support for permit processing, and handling invoicing.

You are a valuable asset to the Planning Division. After careful consideration, David and I both believe that your current position is the right classification based on your performance (still room for improvement/growth) and the business needs of our Planning Division.

I am happy to join the performance review meeting next week to discuss this in more detail but in the interest of time, I wanted to respond as soon as possible.

Thanks!

**Susan McLaughlin | Director**  
Planning & Development Department  
City of Edmonds, WA  
Desk 425.771.0216 | Mobile 425.409.4657



## CITY OF EDMONDS

121 5<sup>th</sup> Avenue North, Edmonds WA 98020

Phone: 425.771.0220 • Fax: 425.771.0221 • Web: [www.edmondswa.gov](http://www.edmondswa.gov)

DEVELOPMENT SERVICES DEPARTMENT • PLANNING DIVISION

Hello Susan,

I've received your email in response to my 2<sup>nd</sup> request for the status on my reclassification request dated July 26<sup>th</sup>, 2022. Your second response speaks a little differently than what we discussed previously. I can't say that the long wait was anticipated which speaks to why I reached out a 2<sup>nd</sup> time. I remember clearly there was full support being planned toward the reclassification shortly after it was initiated. We also verbally discussed my career path/goals with the City of Edmonds Planning & Development in your office during my evaluation held December 15<sup>th</sup>, 2022, approximately 6 months after the request; which was for the evaluative rating period 12/2021-12/2022. It was at that time I believed based on our conversation that we would be moving ahead but you had a few things to check out as you had contemplated opening the Executive Assistant position up to other Administrative Assistants on an internal recruitment basis "to be fair" is what I recall in the conversation. Now another 6 months has lapsed and it seems, since your discussions with the current Planning Manager, David Levitan, your decision has changed. I am not clear on what new information you have received now relative to my performance? Improvements? that would be influential in altering the course of your decision. I understood the reclassification to be based primarily on job tasks that I am performing that fit the description of the Executive Assistant. Furthermore, my performance has not been at issue at any time until now. Your response also notes that my current performance will be assessed by David Levitan for a rating period to include ½ of 2022, a period that he was not yet hired and a rating period that you have already rated me for which is a bit confusing. It seems only until this 2<sup>nd</sup> request for response to this reclassification that I am learning that you now have all that you need to make the decision not to move forward which includes a pending evaluation? Based on your response, you and David have already made the decision based on an evaluation that has not yet occurred.

Moving forward, I believe I've provided elevated support with increased changes in job tasks that match that of an Executive Assistant. We have been, for the past two years at least, short on staff, losing a few key management staff along the way, not having enough staff then progressing to hiring new staff which definitely increased responsibility including the hiring of the new Planning Manager, David Levitan, whereby I've interviewed and paneled alongside with you in hiring him, I also interviewed one new ½ time Administrative Assistant Heather Lakefish whereby I stepped in to assist in interviewing her at your request. I have served as a cohesive part of the Planning Division assisting in implementation of new onboarding strategies with other team member leads during the transition of new hiring, office management and disseminating work assignment to staff. I have worked positively with all staff in all departments within the City since I began working in 2019.

Portions of your response is new information to me, as nothing about my performance has been expressed to me since my last evaluation with you in December 2022 that directly relates to this request

until now which was all positive. The first request was met with opposition as well as the previous Manager stated in so many words that if the previous Administrative Assistant wasn't granted the request for reclassification neither should you. Now it seems we are here again a similar place of opposition, after requesting a status request a second time and since, I've been met with communication from David through various emails that I am not comporting to task and appear to be "off-line all of the time", not working, not following instruction which I believe have been efforts to thwart my request onto a different path. He has been micro-managing, scrutinizing, making unsubstantiated assumptions that I am not keeping up to task, that I am leaving the office early without completing my tasks, creating confusion, and being non-responsive when it suits him, stating he has been too busy to meet with me to discuss work process or charting out my in-office schedule, job expectations or anything relative to my performance (apology email from him attached). He has shown to be unavailable, calculating and undermining using tactics to create a very stressful environment to work in. There are at least two other personnel in the workgroup that believe the same but I am sure are afraid to speak about it because he holds the key to promotional opportunities. I would appreciate having Union representation during the proposed impromptu evaluation tentatively scheduled to be held this week per your email response.

I am especially interested in the following:

- **What does and has supported a good business case for the Executive Assistant positions within the City in the past?**
- **What is the business case for the other departments, specifically Parks/Rec and Public Works that has supported Executive Assistants within those departments currently?**
  - We currently have two ½ time admin assistants that would equal one whole admin assistant position which possibly speaks to the whole you've referenced to support Development services. I am not sure how the number of admins affects the basic reclassification requests based on job tasks which would fit with a similarly situated system within Parks/Rec and Public Works Departments where they have admin assistants and an Executive Assistant. This is where I would like a better understanding of the Business case Development that you've presented, and why the course of a year was taken to provide this information.
- **How does my current performance correlate with a year old request?**
- **Is there a future plan for an Executive Administrative Assistant in the Planning and Development Department?**

- **I would appreciate specifics in knowing what part of my job is not being met that draws both you and David to this decision.**

***Complaint:***

This portion of my response serves as a formal complaint respective to the new Planning Manager, David Levitan, who began working in January 2023. It does not seem reasonable, equitable or fair for him to evaluate my performance for half the year in 2022 where he was not hired yet. In addition, I am skeptical about his ability to be fair during the evaluation of my performance at this juncture and I'll explain why:

Approximately 3 months ago I received a note of apology emailed to me, where he apologizes for not being able to meet, discuss, job tasks, performance expectations or anything with me as it pertains to my duties as he has noted himself that he hasn't had the time to meet with me to discuss my work processes, but yet within the last 2-3 weeks of having made this request to you, has made various presumptive email notes and references, insinuations of what I am "***not doing***" without having a clear knowledge of how things are being processed and that I support not only him but 7 other planner, providing scheduling, work assignments, reviews and coordination with planning and permitting teams, back up two ½ time admins along with host of duties we need not list on this email but have been previously provided to you and the previous Planning Manager, Kernan Lien, October 2022. A few months prior to David Levitan's apologetic email, March 9, 2023 at approximately 10 am in the morning, ***David Levitan made a vile sexual remark to me in his office*** during a short training on the refund system in Trakit that I was showing him. I set up a short training time on the calendar for about 15 minutes to assist him with this task. Following the vile remark, I left his office with hopes that I would never hear something like that again. Quite frankly, I was shocked and didn't report it at that time out of embarrassment and fear. He has also shown harassing behavior in utilizing systems (Microsoft teams) to cyber check, making assumptions that I am not working when I was physically in the office all day on 7/21/2023 with 4 other planners and stayed over late to complete some tasks. He sent another note via email after hours at approximately 6:03 pm insinuating I had left for the day and did not complete a task that he posted on Microsoft TEAMS. I was well on my way home and had to pull over to the sided of the rode because I could see my work phone from the seat blinking from Microsoft teams where another co-worker was asking me if I was still at work. My shift ends at 4:30, I left at 4:50 around the time I received the call from a co-worker. Microsoft Teams is very new to me and it's not a system I readily go to received tasks or reminders to do work. I responded and advised David of that and apologized for missing the note. This note was upsetting as it caused be to pause once again that he is attempting to create a negative paper trail in non-support of the reclassification requested. His reference to me

leaving the office or not being online via Microsoft Teams computer applications feels like he is stalking me utilizing the City's computer software systems. It feels very harassing and creepy especially having experienced the sexual remark made to me in his office just a few months back.

Moreover in concluding, it's been disheartening to be in a position with a manager that doesn't have the time to meet with his own support staff but does have time to be un-professional on many counts, cursing with foul language during many team meetings, making insulting references about Council members, tossing the F-word out around the office whenever he feels like it which really makes the environment to work in very uncomfortable, creating hostility not just for me but for many others within the planning workgroup who are probably afraid to say anything about it. If the entire Planning team were polled, it would be fair to say he has used foul language at just about every single team meeting we have had. He himself has mentioned to staff "I promise I don't curse this much at home". I am sickened by his behavior and while I was once afraid to speak, I am not afraid anymore. I see a deliberate pattern beginning March 2023 until just a few days ago and it has to stop. I am certain he is using this reclassification process as a retaliatory measurement and I am concerned as to whether you will continue to allow it or not.

I would ask that this email serve as response to your email and as a formal complaint regarding David Levitan's behavior. I find his conduct in the office unwelcome, unwarranted, unprofessional and harassing. I believe he has used this reclassification decision process as some type of retaliatory measure. I do hope to have more discussions on this request, preferably virtually, at this point or in person with Union representation.

Respectful regards,

*Michelle Martin*

Bcc: Union Representative – David Rohde; HR Director Jessica Neill-Hoyson

*Michelle Martin* | Senior Administrative Assistant

City of Edmonds Planning & Development

425-771-0220, ext 1335

[Michelle.Martin@edmondswa.gov](mailto:Michelle.Martin@edmondswa.gov)

# Exhibit 3

## SEPARATION AGREEMENT AND RELEASE

THIS SEPARATION AGREEMENT AND RELEASE (“Agreement”) is made and entered into by and between the City of Edmonds, a Washington municipal corporation (the “City”), and Susan McLaughlin (“McLaughlin”), hereinafter “the parties” as of the later date entered by the parties below.

### RECITALS

- A. McLaughlin has served as the City’s Director of Planning and Development (previously Development Services) since November 16, 2021 under the terms of an Employment Agreement executed on October 18, 2021; and
- B. McLaughlin and the City agree it is in their respective best interests to separate employment and have reached the following compromise regarding McLaughlin’s separation from employment with the City; and
- C. McLaughlin’s last date of employment shall be the seventh (7<sup>th</sup>) day following the date McLaughlin signs this Agreement.

### AGREEMENT

This Agreement is a full and final settlement of any and all claims between the City and McLaughlin, including any claims arising from her separation of employment, as follows:

1. **Termination.** McLaughlin’s employment with the City is terminated effective the seventh (7<sup>th</sup>) day following the date McLaughlin signs this Agreement (“Effective Date”) pursuant to the terms of the parties’ Employment Agreement, which authorizes the Mayor to remove McLaughlin from her at-will position with or without cause.
2. **Severance.** The parties’ Employment Agreement provides that, as McLaughlin is being removed from her position other than for cause, she is entitled to receive severance pay equal to three (3) months’ salary, and payment for any accrued but unused leave per Chapter 2.35 ECC.
3. **Health Insurance.** McLaughlin’s health care coverage will remain in place through the last day of the month in which the Effective Date of termination falls. McLaughlin has been notified that, in accordance with federal law, she will be eligible for COBRA coverage effective on the first day of the month following the Effective Date of termination.
4. **Consideration for Agreement and Release.** As consideration for this Agreement and the release of claims contained herein, the City has agreed to pay McLaughlin additional severance pay in an amount equal to four (4) additional months’ salary, or Sixty-Seven thousand Eight Hundred and Forty-six Dollars (\$67,846), for a total of Seven (7) months’ severance pay, inclusive of the three (3) months’ severance pay provided for in Section 2, above. The severance pay will be paid to McLaughlin as a



lump sum upon separation from employment. The parties agree that the separation benefits described in this Section 4 are designed to aid McLaughlin's transition to alternative employment, and that the specified benefits do not constitute benefits to which she would otherwise be entitled upon separation under existing employee benefit plans provided by the City or under any pre-existing agreement. The parties further agree that the compensation described in this Section 4 shall be subject to payroll withholdings as required by law.

5. **Unemployment Benefits.** The City will not contest McLaughlin's application for unemployment insurance benefits as a result of this Agreement. The parties acknowledge that eligibility for unemployment insurance benefits is determined by the State of Washington, and that the City can make no guarantee regarding award of benefits. For purposes of unemployment insurance, the City will note McLaughlin was not separated for misconduct.
6. **Employment Inquiries.** Any inquiries for future employment from prospective employers will be referred to the Human Resources Department which will respond only by providing the written reference that has been agreed upon by the parties.
7. **Release.** McLaughlin accepts the benefits contained in this Agreement in full satisfaction of all her rights and interests relating to her employment with and separation from the City and, in consideration therefore, McLaughlin (including her heirs, successors, assigns and estates) hereby releases the City, its affiliates, successors, predecessors, parent, subsidiaries, past and present officials, directors, managers, agents, representatives and employees (collectively, the "Released Parties") from any and all claims and causes of action arising from or out of her employment or the termination thereof, including but not limited to rights or causes of action arising under the laws of the State of Washington or the United States of America. This release specifically covers, but is not limited to, any claims of discrimination based on race, color, national origin, sex, marital status, age (including claims under the Age Discrimination in Employment Act), physical or mental disability, or other protected status under any federal, state, or local law, rule, or regulation; any contract, public policy and/or tort claims arising under federal, state, or local law; any claims arising under federal, state or local law; any claims for unpaid wages or benefits under City policies or wage laws; any contract or tort claims arising under federal, state, or local law based on promises made or allegedly made by the City to McLaughlin; and any claims under any express or implied contract or legal restrictions on the City's right to terminate its employees. McLaughlin releases the Released Parties from all such claims and promises not to assert any such claims or causes of action (the only exceptions being a suit filed solely to challenge the validity of this release under the ADEA; a claim for benefits under worker's compensation; or a suit based on acts or omissions occurring after McLaughlin signs this separation agreement) McLaughlin promises to hold harmless and indemnify the City of Edmonds and its officers, agents, representatives and employees from any and all actions, causes of action, claims or demands of every kind and nature whatsoever, relating to or arising out of her employment or its termination. This promise to hold harmless and indemnify includes the reasonable costs of legal counsel of the City's choosing. **This release is intended**

**to be all encompassing, and to fully resolve all matters and relations between the parties up to the date McLaughlin signs this Agreement.**

- 8. Continuing Rights.** Nothing in this Agreement shall be construed to prohibit McLaughlin from filing a charge with, reporting potential violations of law to, or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission or a comparable state or local agency, or to any other federal or state agency responsible for enforcement of the law (hereinafter a "Government Agency"). Notwithstanding the foregoing, McLaughlin hereby waives and releases her right to recover any form of personal relief from the City, including but not limited to monetary damages or reinstatement, in connection with any such charge, complaint, investigation or other proceeding conducted by a Government Agency, whether initiated by McLaughlin or any other person or entity; provided that this waiver and release does not apply to any whistleblower incentive award from the Securities and Exchange Commission.
- 9. No Wrongdoing.** McLaughlin agrees that this Agreement is not an admission by the City, or any of the Released Parties, that it has violated any law or failed to fulfill any duty to McLaughlin. The City specifically denies any wrongdoing.
- 10. Advice of Attorney.** The City advises McLaughlin to seek the advice of an attorney before signing this Agreement.
- 11. ADEA.** McLaughlin acknowledges that, pursuant to the provisions of the Age Discrimination in Employment Act, she has been offered the opportunity to review a copy of this Separation Agreement for a period of twenty-one (21) days from the date of the City's final employment separation offer to consider the above release of claims. The parties agree that any changes to this Agreement during the Review Period, whether material or immaterial, shall not restart the running of the twenty-one (21) day Review Period. McLaughlin shall have seven (7) calendar days (the "Revocation Period") following the date of which McLaughlin signs this Agreement to revoke her acceptance of the Agreement and the release set forth in this Agreement, and this Agreement shall not become effective until the Revocation Period has expired.
- 12. Entire Agreement.** This is the entire agreement between the parties. Any understanding, written or oral, relating to the separation of McLaughlin's employment which arose on or before the date of execution of this Agreement shall be deemed merged with its provisions.
- 13. Amendments.** This Agreement shall not be amended except in writing and with the express written consent of the parties hereto.
- 14. Severability.** To the fullest extent permitted by the law, the various considerations and understandings contained in this Agreement shall be severable. In the event that any provision is struck down by a court of competent jurisdiction, the remaining provisions shall survive.

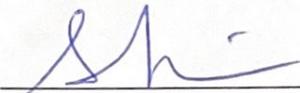
  
Initials

- 15. Venue.** In any action to enforce or interpret the terms of this Agreement, venue shall lie in Snohomish County, Washington by the express stipulation of the parties hereto. This Agreement shall be governed by the laws of the State of Washington.
- 16. Public Record.** McLaughlin understands and acknowledges that disclosure of this Agreement may be required under the Public Records Act, chapter 42.56 RCW, and other legal requirements applicable to public entities.
- 17. Confidentiality.** McLaughlin agrees to keep the terms of this Agreement confidential, except for communications about it with her immediate family, attorney, or accountants or other professional financial advisors. McLaughlin further agrees to advise such individuals of the obligation to maintain the confidentiality of this Agreement, and McLaughlin accepts responsibility for any breach of confidentiality by a family member, attorney or advisor.
- 18. Complete Agreement.** This Agreement constitutes a full and final resolution of all matters in any way related to McLaughlin's employment with and separation from the City. This Agreement supersedes any and all other agreements between the parties, and the parties agree that no modification, change or amendment of this Agreement or any of its provisions shall be valid, unless in writing and signed by the party against whom such claimed modification, change or amendment is sought to be enforced.
- 19. Titles.** The titles of the paragraphs of this Agreement are inserted merely for convenience and ease of reference and shall not affect or modify the meaning of any of the terms, covenants or conditions of the Agreement.
- 20. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 21. Voluntary Execution.** McLaughlin acknowledges that she has read, considered, and fully understands this Agreement and all its terms, and executes it freely and voluntarily.
- 22. Construction of Agreement; Governing Law.** Each party has had a full and complete opportunity to review this Agreement, and has been given the opportunity to have counsel review it. Accordingly, the parties agree that the common law principles of construing ambiguities against the drafter shall have no application to the Agreement. Interpretation of this Agreement shall be under Washington State law. If any such action is necessary to enforce the terms of this Agreement, the substantially prevailing party shall be entitled to receive reasonable attorneys' fees and costs.
- 23. No Representations.** McLaughlin represents that in entering into this Agreement, she does not rely and has not relied upon any representation or statement made by the City or any of its employees or agents concerning this Agreement.
- 24. Non-Disparagement.** McLaughlin agrees not to discuss the existence of or provisions of this Agreement with the media or to make disparaging statements about the City

relating to this Agreement or its provisions. This paragraph shall not in any way prohibit McLaughlin from making truthful statements in a legal or administrative proceeding, or as otherwise required by law or legal process.

**25. Media Inquiries.** Any inquiries from the media regarding McLaughlin relating to the investigation requested by the Planning Manager in September 2023 will be referred to the Human Resources Department, which will respond only by providing the written statement that has been agreed upon by the parties. For any media or other inquiry relating to McLaughlin, other than employment inquiries which are addressed above, the City will state that the City does not provide comment on personnel issues.

IN WITNESS WHEREOF, the parties have executed this Separation Agreement and Release as their free and voluntary act on the dates set forth below.

By:  Date: 9/1/24  
Susan McLaughlin

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Mike Rosen, Mayor  
City of Edmonds

 Initials

# Exhibit 4

# CITY OF EDMONDS CLAIM FOR DAMAGES FORM

Date Claim Form Received by City  _____
--

Please take note that David Levitan, who currently resides at \_\_\_\_\_, mailing address \_\_\_\_\_, home phone # \_\_\_\_\_, work phone # \_\_\_\_\_, and who resided at \_\_\_\_\_ at the time of the occurrence and whose date of birth is \_\_\_\_\_, is claiming damages against See attached letter in the sum of \$ See attached letter arising out of the following circumstances listed below.

DATE OF OCCURRENCE: See attached letter TIME: \_\_\_\_\_

LOCATION OF OCCURRENCE: Edmonds, WA

**DESCRIPTION:**

1. Describe the conduct and circumstance that brought about the injury or damage. Also describe the injury or damage.

See attached letter

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (attach an extra sheet for additional information, if needed)

2. Provide a list of witnesses, if applicable, to the occurrence including names, addresses, and phone numbers.

See attached letter

\_\_\_\_\_

3. Attach copies of all documentation relating to expenses, injuries, losses, and/or estimates for repair.

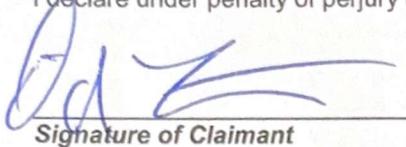
4. Have you submitted a claim for damages to your insurance company?  Yes  No

If so, please provide the name of the insurance company: \_\_\_\_\_  
 and the policy #: \_\_\_\_\_

<b>** ADDITIONAL INFORMATION REQUIRED FOR AUTOMOBILE CLAIMS ONLY **</b>			
License Plate # _____		Driver License # _____	
Type Auto: _____			
	(year)	(make)	(model)
<b>DRIVER:</b>	_____	<b>OWNER:</b>	_____
Address:	_____	Address:	_____
Phone#:	_____	Phone#:	_____
<b>Passengers:</b>			
Name:	_____	Name:	_____
Address:	_____	Address:	_____
	_____		_____

This Claim form must be signed by the Claimant, a person holding a written power of attorney from the Claimant, by the attorney in fact for the Claimant, by an attorney admitted to practice in Washington State on the Claimant's behalf, or by a court-approved guardian or guardian ad litem on behalf of the Claimant.

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



\_\_\_\_\_  
*Signature of Claimant*

\_\_\_\_\_  
*Date and place (residential address, city and county)*

Or

\_\_\_\_\_  
*Signature of Representative*

\_\_\_\_\_  
*Date and place (residential address, city and county)*

\_\_\_\_\_  
*Print Name of Representative*

\_\_\_\_\_  
*Bar Number (if applicable)*

Please present the completed claim form to: City Clerk's Office  
City of Edmonds  
121 5<sup>th</sup> Avenue North  
Edmonds, WA, 98020  
8:00 a.m. to 4:30 p.m.