SUPERIOR COURT OF WASHINGTON FOR ISLAND COUNTY

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| xxxxxxxx,  Plaintiff,  vs.  Leif, John Doe and all persons residing in a portion of 201 NE 7th Street, Coupeville, WA 98239,  Defendant. | No.    Stipulation and  CR2(a) Agreement |

1. RECITALS

xxxxxxxx (“Plaintiff”) owns the premises commonly known as XXXXX Coupeville, WA 98239 (“the Premises.”) Leif (“Defendant”) resides in a portion of the Premises. A dispute has arisen between Plaintiff and Defendant (collectively, the “parties”) regarding the right of Defendant to remain as occupant of a portion of the Premises. The parties now desire to settle this dispute without the expense or uncertainty of further litigation.

1. STIPULATION

It is hereby stipulated and agreed by and between Plaintiff, by and through her attorney Paul A. Neumiller, and Defendant by and through his attorneys, David Henken and Northwest Justice Project, that:

1. The Show Cause Hearing currently set for Monday, October 17, 2022 at 9:30 am in Island County Superior Court shall be stricken.
2. Defendant shall vacate and surrender the Premises as soon as possible but no later than 5:00 pm Tuesday, November 1, 2022, and shall either deliver the keys to Plaintiff or leave the keys on the kitchen counter. Defendant shall remove all of Defendant’s personal property, repair and fill holes in the walls and doors, and leave the Premises in good and broom-clean (or vacuumed) condition. If Defendant leaves or abandons personal property on the Premises, Plaintiff shall have the authority to dispose of the personal property left on the Premises in any manner Plaintiff sees fit in Plaintiff’s absolute discretion, including without limitation, donation to a local charity or disposal. Defendant indemnifies and releases Plaintiff from all liability and waives any rights that Defendant has in the personal property. In exchange for Plaintiff disposing of Defendant’s personal property, Defendant agrees to indemnify, defend, protect, hold harmless, and forever release and discharge Plaintiff, of and from any and all claims, demands, causes of action, damages, costs and expenses, attorney’s fees, and obligations of any kind or nature whatsoever, whether known or unknown, in law or in equity, whether Defendant has had, may now have, or may hereafter have arising out of, or in any way connected with the disposal of any and all personal property left in, on, or about the Premises.
3. Defendant shall leave on the Premises Plaintiff’s teak-wood foldable garden chair.
4. If Defendant fails to vacate and surrender possession of the Premises as provided herein, then a Stipulated Order of Judgment consistent with that attached hereto as Exhibit “A” should be entered as the final ruling of the Court regarding possession of the Premises. The parties further stipulate and agree that the Stipulated Order of Judgment may be entered on the ex-parte calendar without notice, and LEIF waives any right he might have to prior notice of intent to enter the Stipulated Order of Judgment. If a hearing is required for the issuance of a Writ of Restitution, Defendants agree to stipulate to a Motion to Shorten Time to note the show cause hearing on the next available Law and Motion calendar.
5. Upon Defendant having vacated and surrendered the Premises as provided herein, Plaintiff agrees to promptly dismiss this action with prejudice.
6. Subject to the obligations set forth above, the parties, on behalf of themselves and anyone who may claim through them, hereby release all other parties to this agreement from any and all actions, causes of action, obligations, costs, expenses, attorneys fees, losses, liabilities, claims and demands whatsoever, whether known or unknown, suspected or unsuspected, arising out of or in any way related to the tenancy described above, except as to any claims that might arise out of the breach of this Agreement. This release includes all parties to this action and their attorneys, agents, assigns, beneficiaries, heirs, representatives and successors without limitation.
7. This agreement may be signed in counterparts so that when all counterpart signature pages are combined, this Agreement with all such counterpart signature pages shall be deemed an original.

David Henken, WSBA #44784 Paul A. Neumiller, WSBA #28124

Northwest Justice Project Attorney for Plaintiff

Attorney for Defendant