

FILED _____ ENTERED _____
LODGED _____ RECEIVED _____

WORKING COPY

DEC 2 2002

Hon. John C. Coughenour

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
BY _____ DEPUTY

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

LAURINE HARRIS, *et al.*,

Plaintiffs,

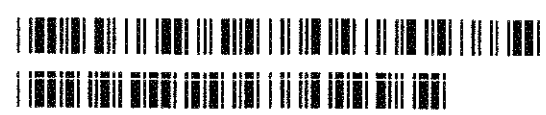
vs.

UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT,
et al.,

Defendants.

NO. CV02-1481 C

JOINT MOTION AND ORDER DISMISSING
ACTION AND VACATING INJUNCTION,
AND RETAINING JURISDICTION
OVER SETTLEMENT AGREEMENT



CV 02-01481 #00000095

I. JOINT MOTION

The parties, by their undersigned counsel, JOINTLY MOVE the Court (1) to enter the subjoined ORDER, and (2) to enter an Order in the form attached hereto as Exhibit A, approving the parties' Settlement Agreement and dismissing this action.

II. STIPULATION

1. This joint motion incorporates the Memorandum of Settlement Agreement executed by the parties, by their authorized representative, on December 24, 2002.

AS

Memorandum of Settlement Agreement

This Settlement Agreement made and entered into this ___ day of December, 2002 by and among Laurine Harris, a single woman ("Harris"); Kathyne Smith, a single woman ("Smith"); Friends of Rainier Vista ("Friends"); Seattle Displacement Coalition ("SDC"); The Housing Authority of the City of Seattle ("SHA"); City of Seattle ("City"); Greg Nickels, Mayor of the City of Seattle; Venerria L. Knox, Director of City of Seattle's Human Services Department and the United States Department of Housing and Urban Development ("HUD").

WHEREAS Harris, Smith, Friends and SDC filed a complaint for declaratory and injunctive on July 24, 2002 against SHA, the City and HUD challenging the environmental review prepared by the City of Seattle on the redevelopment of the Rainier Vista Garden Community public housing complex (Rainier Vista) under the National Environmental Policy Act (NEPA), 42, U.S.C. 4321 *et seq.*, and its implementing regulations at 24 C.F.R. Part 58, the Fair Housing Act (FHA), 42 U.S.C. 3608(e)(5) and the Administrative Procedures Act (APA), 5 U.S.C. 701 *et seq.*;

WHEREAS SHA is the owner of the real property commonly known as Rainier Vista;

WHEREAS there is presently pending in the United States District Court , Cause No. CV02-1481 a matter captioned "Laurine Harris, Kathyne Smith, Friends of Rainier Vista and Seattle Displacement Coalition, plaintiffs, versus United States Department of Housing and Urban Development, Mel Martinez, Secretary of United States Department of Housing and Urban Development, City of Seattle, Greg Nickels, Mayor of the City of Seattle, Venerria L. Knox, Director of City of Seattle's Human Services Department, Seattle Housing Authority, and Harry Thomas, Executive Director of the Seattle Housing Authority."

WHEREAS on October 18, 2002, the United States District Court entered an Order denying the motion for preliminary injunctive relief, striking the fair housing claims and denying SHA's motion for partial summary judgment;

WHEREAS on November 15, 2002, Harris, Smith, Friends and SDC filed a timely notice of appeal of said order together with a motion for injunction pending appeal seeking to prevent any demolition or damage to the structures and infrastructure at Rainier Vista pending appeal;

WHEREAS on December 5, 2002, the Court entered an order granting the motion for injunction pending appeal;

WHEREAS Harris, Smith, Friends, SDC, SHA, City and HUD have an agreement concerning the issues raised in the complaint and agree that it is in their respective best interests to enter into this Settlement Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and recitals herein and for good and valuable consideration, the Parties agree as follows:

1. Replacement Housing:

- a. SHA agrees to comply with the terms of the Memorandum of Agreement (MOA) as executed between the City of Seattle and the Seattle Housing Authority, effective December 5, 2001, as it exists now or is hereafter amended. To the extent that this Agreement imposes standards on SHA that clarify or exceed the requirements imposed by the MOA, the terms of this Agreement shall govern.
- b. All replacement units as defined by the MOA shall be targeted to households at or below 30 percent of area median income (AMI). Households at or below 30 percent of AMI shall have preference and priority for admission to the replacement units before any higher income households are considered. If it appears to SHA that it will be necessary to admit households with incomes above 30 percent of AMI, SHA shall provide 60 days notification to the Citizen Review Committee ("CRC").
- c. SHA agrees that the 100 units of replacement housing that shall be restricted to disabled and elderly households on site shall be targeted to families with household incomes at or below 30 percent of area median income. Households at or below 30 percent of AMI shall have preference and priority for admission to the replacement units before any higher income households are considered. Current and returning Rainier Vista residents shall have preference and priority for all 100 units for initial occupancy. SHA shall make these requirements part of its contractual agreement with the entity that owns or operates these 100 units of replacement housing.
- d. SHA agrees that the 71 units of replacement housing units (referred to as "partnership units" in the 2001 MOA) built off site shall be targeted to families with household incomes at or below 30 percent of area median income. Households at or below 30 percent of AMI shall have preference and priority for admission to the replacement units before any higher income households are considered. In addition, households on SHA's waiting lists shall have preference and priority for all 71 units. The entity that owns or operates these 71 units shall be subject to the same 60 day notice as provided in 1b.
- e. SHA agrees that, with the exception of Jobs Plus rent policy participants and tenants on minimum rent, tenant rents for onsite and offsite replacement housing shall be no more than 30 percent of household's monthly adjusted income, as

defined under 24 CFR Part 5, subpart F. In addition, SHA shall notify in writing all tenants paying minimum rent of the availability of a hardship exemption at the time of move-in and at their annual or special review. The tenant rent policies described above shall remain in effect for a period of at least 40 years or longer if operating subsidies are renewed or continue to be available from the U. S. Department of Housing and Urban Development (HUD) or other federal, state or local funding sources to maintain the affordability requirements of this Agreement.

- f. SHA agrees that construction for the onsite replacement units schedule to be built on the west side of Rainier Vista will be completed with the completion of Phase I of the redevelopment schedule. Construction of the replacement units located on the eastside of Rainer Vista will comply with the construction schedule for Phase II of the redevelopment schedule. Construction of the 71 offsite replacement units shall follow the construction schedule for Phase II of the redevelopment schedule.
- g. SHA agrees to conduct a study of the economic feasibility of replacing one-for-one the existing 481 units of conventional public housing onsite. The economic feasibility study shall consider, among other things, the availability of capital and operating subsidies to support the on site replacement of the 481 units of public housing. The study shall be performed by a consultant mutually agreeable to all parties. The parties shall agree on a scope of work for the study. The parties shall agree on a start date and completion date for the study. The completion date shall be not later then 60 days from the date of this agreement.

The study, which shall be in writing, shall be promptly provided to the plaintiffs, the CRC, the Seattle Office of Housing and the Seattle City Council. SHA shall give good faith consideration to the findings and conclusions reached in the study regarding feasibility. If SHA declines to increase the number of public housing units or other comparable units as may be determined feasible by the study, it shall promptly provide the plaintiffs, CRC, the Office of Housing and the City Council with a written statement specifically describing the reasons for declining to increase the number of units. The statement should discuss other alternatives, such as the construction of additional units elsewhere in southeast Seattle or in a location within the City of Seattle mutually agreeable to the parties.

SHA agrees that should it decline to build additional public housing or other comparable units onsite, as determined feasible by the feasibility study, or should the feasibility study determine that it is not feasible to build additional units onsite, SHA agrees to build or acquire additional units in southeast Seattle within boundaries or at a location mutually agreeable to the parties, subject to compliance with the City of Seattle's Consolidated Plan.

2. Right to return:

- a. SHA agrees that all residents who were living at Rainier Vista as of the date of the HOPE VI grant award (August 26, 1999) have the right to return to a comparable unit unless the resident has been evicted prior to the time housing becomes available. Returning residents shall be subject to income eligibility screening.
- b. SHA agrees that all residents who accepted a "permanent" Section 8 voucher shall be notified that they may request to return to the new development, pursuant to the reoccupancy (i.e. the order which residents return to the new development) recommendation from the community residents and the Rainier Vista Leadership Team.
- c. SHA agrees to provide written notification to all Rainier Vista residents who receive a "permanent" or "temporary" Section 8 voucher to relocate and subsequently lost their voucher, that they have the right to request a grievance hearing to re-qualify to live in the new development if they believe and can prove that extenuating circumstances (e.g. a disability or limited-English proficiency prevented the resident from understanding their obligations under the Section 8 program) contributed to the loss of their voucher. Residents who took a "temporary" Section 8 voucher and can establish that extenuating circumstances resulted in their losing the voucher will have priority over residents who received a "permanent" Section 8 voucher to return to the new development. All such requests must be made within 12 months of the date the household receives the written notification described above.

SHA agrees to develop the written notice regarding the requalification process in consultation with the Northwest Justice Project.

- d. SHA agrees to honor the process of reoccupancy (i.e. the order which residents return to the new development) endorsed by the Rainier Vista Leadership Team, except that first priority for new units on the west side shall go to households on the east side who must be relocated prior to the beginning of Phase II.

3. Clustering of Units and Gardens:

SHA agrees that the accessible units will be distributed as follows: 22 accessible units will be located in the HUD Section 811 building, Genesee House; the remaining 17 ground-level accessible units will be distributed throughout the site and will not be clustered in any one area.

Residents may use their back yard areas for personal gardens. There will be at least two community gardens on the Rainier Vista site.

4. Density:

SHA agrees to limit the density of the Rainier Vista site to 1,010 units, as shown in the Master Use Permit.

5. Trees

As is practicable, SHA shall retain all trees indicated to be retained in the tree preservation plan included in the Notice of Director's Recommendation on the full subdivision application, environmental determination and Hearing Examiner Opening Record, Dated June 13, 2002, as presented to the Seattle City Council Transportation Committee on March 19, 2002, and as amended in the July 15, 2002 Tree Retention and Removal plan submitted to the Hearing Examiner. SHA shall continue to work to preserve as many trees on site as practicable without substantially altering the development pattern or master planning design recommended by the joint committee of the Seattle Design Commission and the Neighborhood Design Review Board.

SHA shall review the street tree plan and on site landscaping plan with the goal of providing a diverse palette of trees in an ecologically balanced design. The street tree replacement plan should reflect the design goals of the master plan and be a reflection of the varying adjacent uses. The palette of trees should include a broad variety of tree species to reflect the varying goals of providing natural beauty, a maximum canopy, variety in scale, color, and size. Wherever possible, SHA should include native species in the landscaping. SHA's final plan for street tree removal and replacement and the landscaping plan shall require the review and approval of the Landscape Architect Office in the Seattle Department of Transportation.

Using the July 15, 2002 plan presented at the Hearing Examiner Open Record Hearing as a basis, SHA shall provide replacement trees with a minimum 4-inch caliper for trees rated "Special" or "High" that are unable to be saved.

For trees located in for sale areas that remain after development of the rental properties the following will occur:

CC&R's will be developed for "for-sale" properties containing trees that are labeled "Trees to Remain-For Sale Areas" in the July 15, 2002 Tree Retention and Removal Plan. These CC & R's shall be designed to protect the trees even after the property has been sold.

To ensure that trees numbered 246, 250, 282, 259, 260, 264, 261, 263, 262, 265, 271, 266, 270, 267, 269 in the Tree Retention and Removal Plan are actually retained during and after the redevelopment, SHA shall take the following steps as identified below:

1. Work with the Seattle Department of Transportation for required street/curb/planting strip modifications; and/or
2. For trees located within applicable for-sale areas, develop and include CC & R's on all for sale property containing trees that are labeled "Trees to Remain-For Sale Areas" per the July 15, 2002 Tree Retention and Removal Plan. These CC & R's shall be designed to protect the trees even after the property has been sold.

In the event that foregoing steps one and two do not result in the saving of the subject trees, SHA shall replace any destroyed trees with deciduous trees having a minimum eight to twelve inch caliper. Placement of these trees shall be within the right-of way areas adjacent to 33rd Avenue South and Renton Avenue South. The final placement of these trees shall be done with the approval of SDOT in coordination with SHA's Landscape Architect and the Citizen Review Committee outlined in Paragraph 7 of this Agreement.

6. Traffic:

Plaintiffs will provide SHA with a list of their concerns regarding the following intersections:

- A. Intersections within SHA property
 - S. Genesee St. & Renton Ave. S., pending review by Seattle Department of Transportation (SDOT)
 - S. Oregon & Renton Ave. S., pending review by SDOT.
 - S. Adams St. & 30th Ave. S
 - S. Snoqualmie St. & 30th Ave. S
 - 29th Ave. S & S. Genesee St.
- B. Intersections immediately outside SHA property which will be impacted by traffic coming out of or cutting through Rainier Vista:
 - S. Oregon & Rainier
 - 33rd Ave. S & Renton Ave. S
 - 33rd Ave. S & S. Oregon St.
 - S. Dakota & Renton S.

Following Plaintiffs' submission of their concerns to SHA, SHA shall develop and recommend traffic calming measures for each intersection to the Seattle Department of Transportation. SHA shall provide Friends of Rainier Vista with a copy of all traffic

calming recommendations that SHA submits to the Seattle Department of Transportation. SHA, together with all interested Plaintiffs, will then meet with Seattle Department of Transportation to discuss SHA's recommendations.

7. Rainier Vista Citizen Review Committee:

SHA shall create a Citizen Review Committee ("CRC" or "Committee"). Staff support shall be provided by SHA.

The CRC shall receive periodic updates on the progress of the Rainier Vista redevelopment plans and construction and shall review all proposed changes to the project and the design of the for-sale housing to make sure proposed changes and the design of for sale housing conforms to design guidelines. The Committee shall meet regularly, on a monthly basis or as determined by the Committee, for the life of the Rainier Vista redevelopment project ("Project"), with the first meeting held no later than June 30, 2003. Once the Project is complete, the Committee will cease to exist.

SHA shall present to the CRC significant changes that will materially alter the scope or scale of the development plan, such as the number and mix of housing units or the configuration of units on the site. For issues where a city agency retains approval or oversight authority, the Committee may make recommendations to that agency. The Committee's responsibilities shall include, but not be limited to, the following:

1. Review and make recommendations on significant changes requested by SHA or any contractor to any development or project plans. The CRC shall be informed of proposed DCLU conditions, other City departments, SHA Guidelines, City guidelines, SDOT conditions, and/or any other conditions on the Rainier Vista redevelopment project. Part of the Committee's function is to ensure that SHA complies with recommendations, policies, conditions and other requirements imposed on the project.
2. Submit comments to appropriate agencies when requests are made by SHA or other entities, for variances or changes to the City of Seattle municipal code.
3. Review all CC& R's to verify that if and when SHA transfers ownership of property now within Rainier Vista to a third party, the third party remains obligated to comply with any CC & R's attached to the property.
4. Review all land sales and for-sale development plans solely for consistency with design guidelines developed by SHA. SHA shall inform the Committee regarding the identity of developers selected development of property that SHA intends to sell.

5. Review all plans for development of public housing at Rainier Vista, and significant changes to those plans.
6. Receive periodic reports and presentations on design and build-out for all for-sale property to ensure the plans are consistent with design guidelines developed by SHA. For projects that do not go through formal design review processes, the Committee may review any proposed significant changes from SHA's design guidelines.
7. Advise SHA on developing a pro-active community notification program so that residents and neighbors are kept apprised on project schedule, delays, changes, and other Project developments.
8. Bring concerns regarding impacts resulting from construction to SHA so community concerns regarding construction impacts can be resolved in conformance with the conditions imposed by the Master Use Permit.
9. In the event the CRC believes that SHA is not complying with the Agreement, it shall so notify SHA and SHA shall respond within 10 business days of such notification with documentation or evidence of compliance, or a plan to remedy non-compliance.

Committee Composition:

The committee shall include, but not be limited to, representatives of the following groups, partners and organizations who have a vested interest in the success of this project.

1. Two representatives of the Rainier Vista Leadership Team.
2. Two residents of the adjoining neighborhood chosen by the neighborhood organizations Friends of Rainier Vista and Rainier Valley ACORN.
3. One representatives from the Rainer Valley business community.
4. The following SHA staff: Sr. Housing Development Program Manager, Project Development Coordinator, Redevelopment Property Manager.
5. One representative each from six Rainier Vista development partners
6. One representative each from four Rainier Vista service partners.

The CRC shall have 14 days to review and comment on matters brought before it, unless the Committee, SHA or a regulatory body agrees to a different time frame. The Committee shall have up to but no more than 20 members. The Committee shall meet regularly, on a monthly basis or as determined by the Committee for the life of the project. Once the project is complete, the CRC will terminate.

8. Commitment of City of Seattle:

A. The City of Seattle shall conduct traffic volume studies at the following intersections:

Renton Avenue South & South Dakota
Renton Avenue South & South Genesee
South Oregon & 33rd Avenue South
South Oregon & Rainier Avenue

For each intersection listed above, the City shall conduct a baseline traffic survey in 2003, shall conduct interim traffic surveys every other year thereafter during the life of the redevelopment project, and shall conduct a final traffic survey one year after construction on the redevelopment project has been completed. Within thirty days of completion of a study, the study results shall be shared with Friends of Rainier Vista.

B. The City of Seattle agrees to meet with the plaintiffs and SHA regarding traffic calming measures identified above in Section 6.

C. The City of Seattle agrees to pay, pursuant to the Equal Access to Justice Act (EAJA), reasonable attorneys' fees and costs incurred by Kathyne Smith and Laurine Harris, Friends of Rainier Vista and the Seattle Displacement Coalition in bringing and maintaining the lawsuit (Harris, et al v. HUD, et al, Western Dist. Washington C02-1481C) and appeal subject to this settlement.¹ With respect to payment of attorneys' fees under EAJA, the City agrees that the Plaintiffs are a "prevailing party." Plaintiffs will provide a bill setting forth costs and attorneys' fees, within 30 days of the effective date of this Agreement. The City of Seattle shall then have 30 days from that date to either 1) pay these reasonable costs and attorneys' fees; or 2) submit any disputes regarding the payment of plaintiffs' costs and fees to Judge Ricardo Martinez for ~~mediation~~ arbitration. *sent*

BAS
MF
MJD

9. Construction Impacts:

A. SHA shall comply with any and all construction impact mitigation conditions included in the final Master Use Permit, the final Environmental Impact Statement, and the final, approved subdivision application issued by the City of Seattle.

B. SHA shall make every reasonable effort to minimize any adverse impacts of construction-related traffic in the surrounding neighborhood. At a minimum, SHA shall meet with representatives of Friends of Rainier Vista and the City of Seattle and

¹ Plaintiffs Harris and Smith only request the attorney's fees of Steve Fredrickson of Columbia Legal Services.

shall recommend to the City that all Project truck traffic entering or leaving the Rainier Vista redevelopment project must use Martin Luther King Boulevard or South Alaska Street. Furthermore, SHA shall meet with representatives of Friends of Rainier Vista and shall comply with all conditions relating to truck traffic imposed by the City of Seattle or any other regulatory agency with jurisdiction over the Project.

10. Notification:

For all Rainier Vista redevelopment project actions normally requiring written notice to the surrounding community, SHA shall increase the notification areas beyond the required 300 feet to include all households in the area east to Rainier Avenue South, north to South Andover Street, and south to South Alaska Street. With the advice and consent of Friends of Rainier Vista, SHA will utilize appropriate USPS carrier routes within the 98108 and 98118 zip codes.

11. Interim Preservation of Existing Seattle Senior Housing Program rent policies:

SHA shall continue the present suspension of the \$390 minimum rent through September 30, 2003 ("Interim Period") This suspension will continue the minimum rent of \$210 on all SSHP units as they become vacant between now and September 30, 2003. SHA shall ensure equal access to vacant units in the SSHP program regardless of whether a person or persons being considered for such housing is/are eligible for a Section 8 voucher. In filling SSHP units, SHA shall draw tenants off SHA waiting lists as they did as of May 2002. Current rent policies governing SSHP (including those governing rent increases) for existing residents, will not change during the Interim Period.

During the Interim Period, SHA will also continue to develop an alternative long term rent policy with input from advocates and the City with a target of 50% of the units serving residents with income below 30% of area median income. In addition, SHA will have a goal of maximizing the number of residents with incomes below 30 percent of area median income, recognizing that the Seattle Displacement Coalition is seeking a minimum of 75% of the units serving residents with income below 30% of area median income.

Consistent with public disclosure requirements, SHA shall, upon request, make available to the Seattle Displacement Coalition information necessary to ensure compliance with this commitment, including information regarding the income and rent paid for each household filling a vacant SSHP unit during the Interim Period.

12. Yesler Terrace Citizen Review Committee:

A Citizen Review Committee ("CRC") shall be created as early as practicable in the process of developing any redevelopment or renovation plans for Yesler Terrace, provided that development of the Recreation Center as now planned for Yesler Terrace shall not require creation of this CRC. The purpose of the CRC will be to participate in, and comment on, the development of any redevelopment or renovation plans for Yesler Terrace and to make recommendations to SHA and the City on all land use proposals and housing redevelopment/reconfiguration proposals for Yesler Terrace. The Seattle Displacement Coalition and Yesler Terrace Resident/Community Council shall be invited to participate as members of the CRC.

Key goals for the CRC will include protection of residents' rights, development of recommendations on variances, rezones, preserving low income housing, and full involvement with the City and SHA in any and all planning efforts. Seattle Displacement Coalition shall not be prohibited from expressing any and all views it may have regarding pursuing the goal of one for one replacement of conventional public housing. Before planning for any redevelopment or renovation of Yesler Terrace commences, SHA shall request the views of the Seattle Displacement Coalition as to how often the committee meets, committee responsibilities, staff support, and committee composition.

13. Dispute Resolution

Any disputes or misunderstandings that may arise under this Agreement that are not resolved through amicable negotiations shall be submitted promptly for mediation to Judge Ricardo Martinez, or if he is unavailable, to any other person mutually acceptable to the parties. The parties do not waive their right to seek judicial enforcement of any of the terms of this Agreement by agreeing to mediation.

14. Negotiated Agreement

The parties acknowledge that this is a negotiated agreement, that all parties have had the opportunity to have this Agreement reviewed by their respective legal counsel, and that the terms of this Agreement are not to be construed against any party on the basis of such party's involvement in the drafting thereof. The provisions of this Agreement shall bind the parties, their heirs, representatives, successors, and assigns. This Agreement is made by the parties to settle disputed claims, and the execution of this Agreement by any party hereto shall not be construed as an admission by that party of any allegation or claim by any other party.

15. Entire Agreement


This document, along with any exhibits and attachments thereto, and with reference to any other documents or agreements mentioned therein, constitutes the entire agreement between the parties with respect to the matters addressed in it. No verbal agreement shall affect or modify any of the terms or obligations contained in this Agreement. However, Defendant SHA has agreed to enter into a separate re-housing agreements with Plaintiffs Harris and Smith, which shall be incorporated into this Agreement by reference.

16. Legal Proceedings:


- A. Plaintiffs agree that parties will immediately stipulate to a dismissal with prejudice and without costs or attorneys' fees, except as discussed in Section 8 (c) above, of all claims against all defendants in the action captioned Harris et. al v. HUD et al, No. CV02-1481 C.
- B. Plaintiffs agree to not oppose an immediate lifting of the injunction pending appeal.
- C. Plaintiffs agree to an immediate dismissal with prejudice and without costs of their appeal now pending before the Ninth Circuit Court of Appeals (No. 02-36036).

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, the parties have executed this Agreement by having their representatives affix their signatures below. By signing this Agreement, each representative specifically represents that he or she has the authority to bind the party that he or she represents.


Stipulated and agreed to on this 24th day of December, 2002.



Laurine Harris



Kathryn Smith



Hong Tran
Northwest Justice Project
Attorneys for Harris and Smith

COALITION

By Carolee Collier
Its President
SMITH & LOWNEY, PLLC

By John G. Fox
Its Counsel

By Paul Kampmeier
Paul Kampmeier
Attorneys for Friends of Rainier Vista
And Seattle Displacement Coalition

HOUSING AUTHORITY OF THE
CITY OF SEATTLE

CITY OF SEATTLE
GREG NICKELS, MAYOR
VENNERIA L. KNOX, DIRECTOR
HUMAN SERVICES
DEPARTMENT OF

By Gregory E. Hunt
Its Mayor

By John R. Roberts
Its Director, Environmental Policy Sec'
City Attorney's Office

UNITED STATES DEPARTMENT OF
HOUSING AND URBAN DEVELOPMENT

By Robert H. ...
Its Attorney