

BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION

In the matter of) No. 11-1-0617-1
)
 LOLITA SIMONYAN) SETTLEMENT AGREEMENT
)

This settlement is made between Ms. Lolita Simonyan and the Executive Director of the Seattle Ethics and Elections Commission (the “Director”). Upon approval by the Seattle Ethics and Elections Commission (the “Commission”), the following findings, conclusions and agreements shall be binding upon Ms. Simonyan, the Director, and the Commission (the “Parties”), and their successors, heirs and assigns, and shall constitute the complete agreement between the Parties.

Ms. Simonyan and the Director agree to the following:

FINDINGS OF FACT

1. Simonyan has been an employee of the City of Seattle since 2001. She is presently a case manager with the Human Services Department (HSD).
2. On June 15, 2011, Simonyan checked out a City car from her HSD office for an appointment with a client in the Greenwood neighborhood. Simonyan travelled to the appointment, completed her contact with the client, and left the client at approximately 12:50 p.m.
3. At approximately 1:00 p.m., a citizen witnessed a City of Seattle motor pool car travelling at a high rate of speed eastbound on Interstate 90 outside the Seattle city limits. The citizen followed the car to the Snoqualmie Casino where the citizen photographed the City car, the license plate, the motor pool tracking number, and Simonyan exiting the car. (See Exhibit A.)
4. There is evidence that, while at the casino, Simonyan redeemed a “Wednesday coupon” at 1:24 p.m. The coupon would have expired at 1:30.
5. The distance between the Seattle Municipal Tower and the Snoqualmie Casino is approximately 29 miles.

CONCLUSIONS OF LAW

6. The Seattle Ethics Code, SMC 4.16.070(2)(b), states that no City officer or employee shall “use or permit the use of any ...property under his or her official

control, direction or custody, or ... City property, for a purpose which is, or to a reasonable person would appear to be, for other than a City purpose....”

7. Simonyan is a city of Seattle employee subject to the City’s Ethics Code.

8. By using the City car to drive to the Snoqualmie Casino, Simonyan used city of Seattle property for a non-City purpose, in violation of the Ethics Code.

AGREEMENT

9. Simonyan acknowledges that she violated the Seattle Ethics Code when she used a city of Seattle vehicle for her personal use.

10. Within sixty days of the approval of this settlement, Simonyan agrees to pay the City of Seattle \$365 for her violation of SMC 4.16.070(2)(b).

11. The Parties agree that this settlement agreement, upon the Commission’s approval, will constitute, insofar as is legally possible, a full and final settlement between the Parties, as to all facts, actions, controversies and matters that have occurred or may have occurred, as described herein, related to Simonyan’s violation of the Seattle Ethics Code, and do forever release, acquit and discharge each party, its present or former officials, employees, agents, representatives, heirs and assigns from all present claims, demands, damages, costs (specifically including attorney’s fees and costs), actions or causes of action arising out of all facts, actions, controversies and matters that have occurred or may have occurred or in any way related to Simonyan’s violation of the Ethics Code, and the acts or omissions of the Commission, its members, agents or employees in handling the matter filed under Ethics and Elections Commission Case No. 11-1-0617-1 and any events related thereto.

12. The Parties agree that the Commission’s review of this settlement agreement does not preclude the Commission from hearing this case in the event that the Commission rejects this agreement and calls for a hearing, or in the event that Simonyan rejects any Commission modification of this agreement and requests a hearing.

13. The Parties agree that if Simonyan breaches this agreement, in any respect, the Commission will be entitled to hold a special meeting or a regular meeting to issue a determination that Simonyan has violated the Seattle Ethics Code. Under the municipal code, the Commission may impose a fine of up to \$5,000 per violation, and may require costs that do not exceed the amount of any monetary fine.

14. The Parties agree that this settlement incorporates and supersedes any and all other oral and written agreements and assurances of any and all kinds between the

parties, and that there are no other written or oral agreements that alter or modify this agreement.

Ms. Lolita Simonyan
Date: August ____, 2011

Wayne Barnett, Executive Director
Date: August ____, 2011