

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into among the United States of America, acting through the United States Department of Justice and on behalf of United States Department of Treasury (collectively the "United States"), All Star Property Management, LLC, Gieve Parker, Arlin Jordin (collectively “Defendants”), and Relator Krystal Jefferies (hereafter collectively referred to as "the Parties"), through their authorized representatives.

RECITALS

A. Defendant All Star Property Management, LLC is a property management company that specializes in managing residential and investment properties in the Eastern District of Washington. Defendant Gieve Parker is the owner and manager of Defendant All Star Property and acted as the agent for All Star Property at all times relevant.

B. Defendant Arlin Jordin owns multiple multi-family properties that he derives rental income from. At all times relevant to the United States’ lawsuit, Defendant Arlin Jordin’s properties were managed by Defendants All Star Property and Gieve Parker.

C. The United States Department of the Treasury (“U.S. Treasury Department”) is a cabinet-level executive department of the United States responsible for promoting economic prosperity and ensuring the financial security of the United States. The U.S. Treasury Department’s Emergency Rental Assistance Program is a program within the U.S. Treasury Department to provide needed rental assistance to low-income tenants struggling to avoid eviction for non-payment of rent during the COVID-19 pandemic. The Emergency Rental Assistance Program is administered through state and

local governments and in Washington State was known as the Treasury Rent Assistance Program (“T-RAP”).

D. T-RAP was part of the United States’ response to the COVID-19 pandemic. The purpose of the program was to prevent evictions that would contribute to the spread of the COVID-19 virus during the pandemic, as well as to mitigate the economic harm caused by the pandemic and threat to stable housing, by paying past, current, and future rent and utility bills of eligible low-income tenants. The U.S. Treasury Department administered the program through state and local governments. The program received funds directly from the Emergency Rental Assistance (“ERA”) programs established under the Consolidated Appropriations Act of 2021 and American Rescue Plan Act of 2021.

E. A household was eligible to receive assistance if it was obligated to pay rent on a residential dwelling, and if the household met certain other conditions: (1) one or more individuals qualified for unemployment benefits or experienced reduction in household income or financial hardship directly or indirectly to the COVID-19 pandemic; (2) one or more individuals within the household demonstrated risk of experiencing homelessness or housing instability; and (3) the household has a household income at or below 80 percent of the area median income.

F. LiveStories, an organization that contracted with the State of Washington and the City of Spokane, was the entity responsible for approving T-RAP applications and distributing T-RAP funds.

G. In order to ensure that applicants met the eligibility requirements for T-RAP funds and also to prioritize providing rental assistance to those most in need, LiveStories required all landlords, including property managers, to certify and submit T-RAP Rent

Payment Agreement forms. Landlords or tenants were required to fill out the total amount of the rent request and provide the tenant's monthly rent, the months for which the household or tenant were past due and, if requesting assistance for future rents, up to three months of the rents to be paid during that additional covered time period. Landlords were required to certify on the T-RAP Rent Payment Agreement form that the information provided was true.

H. The information submitted by landlords in the T-RAP Rent Payment Agreement was used by LiveStories' and the U.S. Treasury Department in determining whether and in what amount to disburse T-RAP funds to a particular landlord for a specific household or tenant located at a specified property address where they were then residing and to cover specified rent amounts for specified months.

I. All Star Property and Gieve Parker certified and submitted T-RAP applications that contained materially inaccurate information in a number of different respects leading to payment of T-RAP funds to which All Star Property and Gieve Parker were not eligible, and that if the United States Department of Treasury would have been aware of the same, it would not have agreed to the payment of T-RAP funds.

J. The inaccurate information in the T-RAP Rent Payment Agreement forms certified by All Star Property and Gieve Parker took different forms including, but not limited to, the following: (1) All Star Property and Gieve Parker certified monthly rental amounts that were greater amounts than what tenants of All Star Property were actually being charged, resulting in improper overpayment of T-RAP funds, (2) All Star Property and Gieve Parker also certified and submitted forms indicating that tenants owed rent for months when the tenants were not actually residing in a property that was managed by All

Star Property, and (3) All Star Property and Gieve Parker further certified and submitted forms indicating that tenants owed money for months where All Star Property and Gieve Parker knew that the tenant was receiving outside rental assistance from another organization, such as the local housing authority or a charitable organization, resulting in the collection of double or even triple rents. The materially inaccurate information in All Star and Gieve Parker's T-RAP submissions resulted in overpayment of federal emergency rental assistance funds for which All Star and Gieve Parker were not eligible.

K. All Star Property and Gieve Parker certified and submitted T-RAP Rent Payment Agreement forms that contained materially inaccurate T-RAP application information, resulting in overpayment of T-RAP funds to All Star Property and Gieve Parker. With respect to rental properties managed by All Star Property for Defendant Arlin Jordin, a management fee was subtracted from received T-RAP funds and retained by All Star Property, and the remaining received T-RAP funds were paid to Defendant Arlin Jordin. The result of which was that Defendant Arlin Jordin received overpayment of T-RAP funds that he was not otherwise entitled to.

L. On April 13, 2022, Relator filed a *qui tam* action in the United States District Court for the Eastern District of Washington, captioned *United States ex rel. Krystal Jeffries v. All Star Property Management, LLC*, 2:22-cv-00067-MKD, pursuant to the *qui tam* provisions of the False Claims Act, 31 U.S.C. § 3730(b) (the "Civil Action"). Relator alleges, among other things, that All Star Property presented and caused to be presented false claims and statements to the United States in connection with the administration and distribution of T-RAP funds described here. On October 13, 2023, the United States filed its notice of intervention. On December 11, 2023, the United States

filed its complaint in intervention, captioned *United States ex rel. Krystal Jefferies v. All Star Property Management, LLC, Gieve Parker, and Arlin Reynolds Jordin*.

M. The United States contends that it has certain civil claims against All Star Property Management, LLC and Gieve Parker under the False Claims Act, codified at 31 U.S.C. § 3729-3733, and the common law, as specified below, for knowingly submitting and causing to be submitted false and fraudulent applications for T-RAP funds for renters in properties managed by All Star Property in the Eastern District of Washington between August 2021 and March 2023, and against Defendant Arlin Jordin under the common law as a result of receiving proceeds from some of the above applications. This conduct, together with the conduct set forth in Recitals A through J above, is referred to herein as the Covered Conduct.

N. All Star Property and Gieve Parker admit, acknowledge, and accept responsibility for the facts set forth in Recitals A through J above. However, this Settlement Agreement, the Parties acknowledge that it is not an admission of liability by All Star Property Management LLC and Gieve Parker.

O. Relator claims entitlement under 31 U.S.C. § 3730(d) to a share of the proceeds of this Settlement Agreement and to Relator's reasonable expenses, attorneys' fees and costs.

To avoid the delay, uncertainty, inconvenience, and expense of protracted litigation of the above claims, and in consideration of the mutual promises and obligations of this Settlement Agreement, the Parties agree and covenant as follows:

TERMS AND CONDITIONS

1. All Star Property Management LLC and Gieve Parker shall pay to the United States \$310,000.00, of which \$141,000.00 is restitution, by electronic funds transfer pursuant to written instructions to be provided by the United States no later than 90 days after the Effective Date of this Agreement.

2. Conditioned upon the United States receiving the Settlement Amount and as soon as feasible after receipt, the United States shall pay \$68,200 to Relator by electronic funds transfer (Relator's Share)

3. Arlin Jordin agrees to pay a Settlement Amount to the United States of \$19,196.00, and the entirety of the Settlement Amount will be paid on Arlin Jordin's behalf by All Star Property Management LLC and Gieve Parker. All Star Property Management LLC and Gieve Parker shall pay to the United States \$19,196.00 by check to be provided by the United States no later than 30 days after the Effective Date of this Agreement.

4. Upon the United States' receipt of the Arlin Jordin Settlement Amount paid by All Star Property Management LLC and Gieve Parker, Arlin Jordin releases All Star Property Management LLC and Gieve Parker from any claims, cross-claims, or counterclaims that he could assert in this litigation or related to All Star Property Management, LLC's and Gieve Parker's property management services.

4. All Star Property Management, LLC additionally agrees to pay an agreed upon some of attorney fees to Relator, in the amount of \$18,660.00 by check no later than 30 days after the Effective Date of this Agreement. Upon receipt of the attorney fees payment, Relator agrees to release All Star Property Management, LLC and Gieve Parker from any claims, cross-claims, or counterclaims related to this litigation or the Relator's tenancy.

5. Subject to the exceptions in Paragraph 6 (concerning reserved claims) below, and upon the United States' receipt of the Settlement Amount, the United States releases Defendants from any civil or administrative monetary claim the United States has for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733; the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801-3812; or the common law theories of fraud, payment by mistake, unjust enrichment, and negligence.

6. Subject to the exceptions in Paragraph 6 below, and upon the United States' receipt of the Settlement Amount, Relator, for herself and for her heirs, successors, attorneys, agents, and assigns, releases Defendants from any civil monetary claim the Relator has on behalf of the United States for the Covered Conduct under the False Claims Act, 31 U.S.C. §§ 3729-3733.

7. Notwithstanding the releases given in Paragraph 4 of this Agreement, or any other term of this Agreement, the following claims and rights of the United States are specifically reserved and are not released:

- a. Any liability arising under Title 26, U.S. Code (Internal Revenue Code);
- b. Any criminal liability;
- c. Except as explicitly stated in the Agreement, any administrative liability or enforcement right, or any administrative remedy, including the suspension and debarment rights of any federal agency;
- d. Any liability to the United States (or its agencies) for any conduct other than the Covered Conduct;

- e. Any liability based upon obligations created by this Agreement;
- f. Any liability of individuals other than Gieve Parker or Arlin Jordin;

8. Relator and her heirs, successors, attorneys, agents, and assigns shall not object to this Agreement but agree and confirm that this Agreement is fair, adequate, and reasonable under all the circumstances, pursuant to 31 U.S.C. § 3730(c)(2)(B). Conditioned upon Relator's receipt of the Relator's Share, Relator and her heirs, successors, attorneys, agents, and assigns fully and finally release, waive, and forever discharge the United States, its agencies, officers, agents, employees, and servants, from any claims arising from the filing of the Civil Action or under 31 U.S.C. § 3730, and from any claims to a share of the proceeds of this Agreement and/or the Civil Action.

9. Relator, for herself, and for her heirs, successors, attorneys, agents, and assigns, releases All Star Property Management LLC and Gieve Parker, and its officers, agents, and employees, from any liability to Relator arising from the filing of the Civil Action, or under 31 U.S.C. § 3730(d) for expenses or attorneys' fees and costs.

10. Defendants waive and shall not assert any defenses **they** may have to any criminal prosecution or administrative action relating to the Covered Conduct that may be based in whole or in part on a contention that, under the Double Jeopardy Clause in the Fifth Amendment of the Constitution, or under the Excessive Fines Clause in the Eighth Amendment of the Constitution, this Agreement bars a remedy sought in such criminal prosecution or administrative action.

11. Defendants fully and finally release the United States, its agencies, officers, agents, employees, and servants, from any claims (including attorneys' fees, costs, and

expenses of every kind and however denominated) that All Star Property and Gieve Parker have asserted, could have asserted, or may assert in the future against the United States, its agencies, officers, agents, employees, and servants, related to the Covered Conduct or the United States' investigation or prosecution thereof.

12. Defendants fully and finally releases the Relator from any claims (including attorneys' fees, costs, and expenses of every kind and however denominated) that Defendants have asserted, could have asserted, or may assert in the future against the Relator, related to the Covered Conduct and the Relator's investigation and prosecution thereof.

13. a. Unallowable Costs Defined: All costs (as defined in the Federal Acquisition Regulation, 48 C.F.R. § 31.205-47) incurred by or on behalf of Defendants, and its present or former officers, directors, employees, shareholders, and agents in connection with:

- (1) the matters covered by this Agreement;
- (2) the United States' audit and civil and criminal investigations of the matters covered by this Agreement;
- (3) Defendants' investigation, defense, and corrective actions undertaken in response to the United States' audit and civil criminal investigations in connection with the matters covered by this Agreement (including attorneys' fees);
- (4) the negotiation and performance of this Agreement;

(5) the payments Defendants make to the United States pursuant to this Agreement and any payments that Defendants may make to Relator, including costs and attorneys fees, are unallowable costs for government contracting purposes (hereinafter referred to as Unallowable Costs).

b. Future Treatment of Unallowable Costs: Unallowable Costs will be separately determined and accounted for by Defendants, and Defendants shall not charge such Unallowable Costs directly or indirectly to any contract with the United States.

c. Treatment of Unallowable Costs Previously Submitted for Payment: Within 90 days of the Effective Date of this Agreement, Defendants shall identify and repay by adjustment to future claims for payment or otherwise any Unallowable Costs included in payments previously sought by Defendants or any of their subsidiaries or affiliates from the United States. Defendants agree that the United States, at a minimum, shall be entitled to recoup from Defendants any overpayment plus applicable interest and penalties as a result of the inclusion of such Unallowable Costs on previously-submitted requests for payment. The United States, including the Department of Justice and/or the affected agencies, reserves its rights to audit, examine, or re-examine Defendants' books and records and to disagree with any calculations submitted by Defendants or any of their subsidiaries or affiliates regarding any Unallowable Costs included in payments previously sought by Defendants, or the effect of any such Unallowable Costs on the amount of such payments.

14. Defendants agree to cooperate fully and truthfully with the United States' investigation of individuals and entities not released in this Agreement. Upon reasonable

notice, Defendants shall encourage, and agrees not to impair, the cooperation of its directors, officers, and employees, and shall use its best efforts to make available, and encourage, the cooperation of former directors, officers, and employees for interviews and testimony, consistent with the rights and privileges of such individuals. Defendants further agree to furnish to the United States, upon request, complete and unredacted copies of all non-privileged documents, reports, memoranda of interviews, and records in its possession, custody, or control concerning any investigation of the Covered Conduct that it has undertaken, or that has been performed by another on its behalf.

15. This Agreement is intended to be for the benefit of the Parties only.

16. Upon receipt of the payment described in Paragraphs 1 and 3, above, the Parties shall promptly sign and file in the Civil Action a Joint Stipulation of Dismissal of the Civil Action pursuant to Rule 41(a)(1).

17. Each Party shall bear its own legal and other costs incurred in connection with this matter, including the preparation and performance of this Agreement.

18. Each Party and signatory to this Agreement represents that it freely and voluntarily enters in to this Agreement without any degree of duress or compulsion.

19. This Agreement is governed by the laws of the United States. The exclusive jurisdiction and venue for any dispute relating to this Agreement is the United States District Court for the Eastern District of Washington. For purposes of construing this Agreement, this Agreement shall be deemed to have been drafted by all Parties to this Agreement and shall not, therefore, be construed against any Party for that reason in any subsequent dispute.

20. This Agreement constitutes the complete agreement between the Parties. This Agreement may not be amended except by written consent of the Parties.

21. The undersigned counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

22. This Agreement may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same Agreement.

23. This Agreement is binding on Defendants' successors, transferees, heirs, and assigns.

24. This Agreement is binding on Relator's successors, transferees, heirs, and assigns.

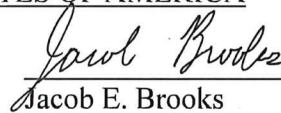
25. All parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

26. This Agreement is effective on the date of signature of the last signatory to the Agreement (Effective Date of this Agreement). Facsimiles of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

THE UNITED STATES OF AMERICA

DATED: 6/11/2024

BY:



Jacob E. Brooks
Assistant United States Attorney
Eastern District of Washington

DATED: 6/10/2024

BY:



Dan Fruchter
Assistant United States Attorney
Eastern District of Washington

DEFENDANTS


DATED: 6/4/2024

BY:

DocuSigned by:
Gieve Parker
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Gieve Parker

DATED: _____

BY:


Deanna Wilman
James McPhee
Counsel for Defendant Gieve Parker

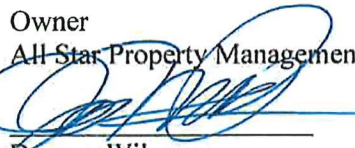
DATED: 6/4/2024

BY:

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Gieve Parker
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Gieve Parker
Owner
All Star Property Management, LLC

DATED: _____

BY:


Deanna Wilman
James McPhee
Counsel for Defendant All Star
Property Management, LLC

DATED: _____

BY:

Arlin Jordin

DATED: _____

BY:

Todd Maybrown
Counsel for Defendant Arlin Jordin

DEFENDANTS

DATED: _____

BY: _____

Gieve Parker

DATED: _____

BY: _____

Deanna Wilman
James McPhee
Counsel for Defendant Gieve Parker

DATED: _____

BY: _____

Gieve Parker
Owner
All Star Property Management, LLC

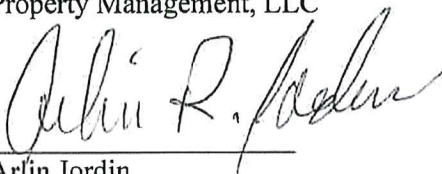
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Deanna Wilman
James McPhee
Counsel for Defendant All Star
Property Management, LLC

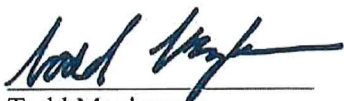
DATED: 6/4/24

BY: _____


Arlin Jordin

DATED: May 22, 2024

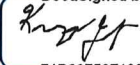
BY: _____


Todd Maybrow
Counsel for Defendant Arlin Jordin

Krystal Jeffries - RELATOR

DATED: 05/23/24

BY:

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Krystal Jeffries

DATED: 05/23/24

BY:

DocuSigned by:

F723FB084EAB4C9...
Monica Holland
Scott Crain
Northwest Justice Project
Counsel for Relator Krystal Jeffries