

Settlement Agreement and Release

This Settlement Agreement and Release (“Agreement”) is entered into by and between EMPOWERING LATINA LEADERSHIP & ACTION (“ELLA”), RAQUEL LOPEZ, and JERYKA NAVA (the “Complainants”), and SUNNYSIDE SCHOOL DISTRICT (the “District”). The Complainants and the District are referred to jointly as the “Parties.”

1. BACKGROUND

A. On April 16, 2024, the Complainants served the District with a Notice of Violation of Washington Voting Rights Act (the “Notice”).

B. The Notice and all allegations, claims, and causes of action that were or could have been raised in them will be referred to collectively as the Subject Litigation.

2. INTENT OF THE PARTIES.

By entering into this Agreement, it is the Parties’ intent to compromise and settle the Subject Litigation and those claims alleged, including claims against the District’s past, present and future officers, directors, administrators, and employees, and all of the District’s successors, assignees, devisees, indemnitors, insurance companies (including past and present agents), reinsurers, claims administrators, and attorneys, leading to or arising from the Subject Litigation. This Agreement is not, and shall not be interpreted or treated as, an admission of liability by the District for any purpose, shall not be interpreted or treated as a violation by the District of any alleged or actual rights possessed by the Complainants, and shall not be interpreted or treated as an admission of wrongdoing by the District for any purpose, except to the extent required to comply with the statute under RCW 29A.92.070(2) to complete the filing required to resolve the Subject Litigation.

3. CONSIDERATION.

As good and adequate consideration for this Agreement, the Parties agree as follows:

A. **Map Redrawing.** The Parties agree to work in good faith to redraw the five director districts in a mutually agreeable manner such that the drawing will comply with RCW 29A.92.050, that there will be three majority active Latinx voter districts, and that each current board member is assigned to their individual district. The Parties agree to use William Cooper as the demographer in drawing the aforementioned maps, and the Complainants shall reimburse him for updated drawings. If there is a material dispute between the Parties, then they will have Wesley Saint Clair mediate such dispute. The cost of such mediation will be borne equally by the parties.

i. If Mr. Cooper is unable to draw a five-director-district map that meets the above criteria, then he shall present the Parties with a written statement describing the legal and demographic reasons for such inability, and an alternative version that is as close as possible to the above criteria.

B. **Five Director Districts.** The District agrees to take such actions under Chapter 29A.92 RCW as required to propose and seek Superior Court approval of a five-director-district map, with

three majority active Latinx voter districts, and voting model before January 15, 2025, and to implement such map and voting model for the 2025 primary and general elections. The Complainants agree to support the District in these efforts, and such stipulations or notices of non-objection as are necessary at the Superior Court.

- C. ***Statutory Costs.*** The Complainants will present the District with an invoice for fifty thousand dollars (\$50,000.00) representing the fees recoverable under RCW 29A.92.070, to be payable within sixty (60) calendar days.
- D. ***Agreement Not to File Suit.*** The Complainants agree not to initiate legal proceedings against the District to enforce the alleged violations in the Notice, unless the District fails to implement the redistricting plan by January 15, 2025.
- E. ***All Other Fees and Costs.*** Notwithstanding the amounts set forth in these preceding paragraphs, the Complainants and District will bear their own costs, attorneys' fees, and all other moneys incurred or paid in connection with this Agreement and the Subject Litigation.

4. NO ADMISSION.

Nothing contained in this Agreement, including, without limitation, the payment of any consideration hereunder or the waiver of any rights hereunder, shall be interpreted or construed to be an admission on the part of, or to the prejudice of, any person or party named herein. Except for the obligations created by this Agreement and RCW 29A.92.070(2) to acknowledge a plausible violation, each party or person hereto expressly denies any and all liability associated with or related to, whether directly or indirectly, the Subject Litigation and claims therein described.

5. NO ASSIGNMENT.

The Complainants represent and warrant that they have not heretofore assigned or transferred, or purported to have assigned or transferred, or will in the future assign or transfer to anyone any debt, judgment, claim, liability, demand, action, cause of action, or any interest therein, based upon, leading to or arising out of, or pertaining to, or concerning, or connected with any matter, facts, events, circumstances, or things released herein.

6. NO INDUCEMENT.

The Parties declare and represent that no promises, inducements, or other agreements not expressly contained herein have been made. The terms of this Agreement are contractual and not recitals only.

7. AUTHORITY OF SIGNATORIES.

The Complainants possess the necessary capacity and authority to sign and enter into this Agreement.

8. BINDING EFFECT.

The provisions of this Agreement will be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors in interest, and assigns of the Complainants.

9. FURTHER DOCUMENTS.

The Parties agree to execute or cause to be executed such further and other documents as are needed to carry out the expressed intents and purposes of this Agreement.

10. NO MODIFICATION.

This document sets forth the entire agreement between the Complainants and District. This Agreement may not be altered, amended, or modified in any way except in writing, executed by all Parties. All earlier understandings, oral agreements, and writings are expressly superseded hereby and are of no further force or effect.

11. ADMISSIBILITY.

This Agreement and its terms shall not be used or introduced as evidence for any purpose other than to enforce the terms of the Agreement.

12. ATTORNEY'S FEES ARISING OUT OF THIS AGREEMENT.

If any party to this Agreement becomes involved in a dispute or controversy, including, but not limited to, arbitration, or litigation, arising out of this Agreement, or the performance of it, the prevailing party in such dispute or controversy, or in a separate suit, shall be entitled to their reasonable costs and expenses incurred in connection with such dispute or controversy, including attorney's fees, which costs and expenses shall be deemed to have accrued on the commencement of such dispute or controversy, and shall include consultation expenses and fees. The prevailing party shall recover the reasonable amount of all such expenses and fees incurred.

13. ENFORCEABLE AGREEMENT.

This Agreement is enforceable in the Superior Court for Yakima, and all Parties consent to jurisdiction in that Court.

14. CONSTRUCTION.

As used in this Agreement, the masculine, feminine, or neutral gender, the singular or plural numbers and the conjunctive or disjunctive shall each be deemed to include the other whenever the context so indicates. This Agreement shall be construed in accordance with its fair meaning, the captions being for the convenience of the Parties only and not intended to describe or define the provisions in the portions of the Agreement to which they pertain. The terms of this Agreement have been freely negotiated by the Parties, and this Agreement shall not be construed against the drafter, as these drafting services have been performed as a courtesy to The Complainants. In the event that any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect.

15. CROSS-REFERENCES.

Any cross-references in this Agreement, unless specifically directed to another agreement or document, refer to provisions within this Agreement and shall not be considered to be references to the overall transaction or to any other agreement or document.

16. WASHINGTON LAW.

Under this Agreement, any and all rights and duties set forth in it, including matters of construction, validity, and performance, shall be interpreted, enforced, and governed by the laws of the State of Washington, applicable to written instruments entered into solely in Washington.

17. SEVERABILITY.

If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the rest of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

18. EFFECTIVE DATE OF RELEASE.

This Agreement shall take effect immediately upon execution by the last signatory, subject to the conditions precedent and contingencies set forth herein.

19. COUNTERPARTS AND FACSIMILES.

This Agreement may be executed in multiple counterparts and in any number of counterparts, each of which shall be deemed an original but all of which taken together shall constitute and be deemed to be one and the same instrument and each of which shall be considered and deemed an original for all purposes. This Agreement shall be effective with the facsimile signature of any of the parties set forth below and the facsimile signature shall be deemed as an original signature for all purposes and this Release shall be deemed as an original for all purposes.

20. SIGNATURES.

THE TERMS OF THIS AGREEMENT ARE THE PRODUCT OF MUTUAL NEGOTIATION AND COMPROMISE BETWEEN THE PARTIES. HAVING ELECTED TO EXECUTE THIS AGREEMENT, TO FULFILL THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH HEREIN, THE COMPLAINANTS FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTER INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS RELATED TO THE SUBJECT LITIGATION.

[Signatures on following page]

IN WITNESS WHEREOF, this Agreement is executed by the Parties on the date indicated below.

SUNNYSIDE SCHOOL DISTRICT:

Ryan Maxwell
Ryan Maxwell (Jun 17, 2024 18:40 PDT)

Ryan Maxwell, Superintendent

June 17, 2024

Date

Stephen Berg
Stephen Berg (Jun 17, 2024 19:20 PDT)

Steven Berg, Board Chair

6/17/2024

Date

COMPLAINANTS:

Maria Fernandez
Maria Fernandez (Jun 17, 2024 19:37 PDT)

Empowering Latina Leadership & Action

06/17/2024

Date

Raquel Lopez
Raquel Lopez (Jun 18, 2024 08:37 PDT)

Raquel Lopez

06/18/24

Date

Jeryka Nava
Jeryka Nava (Jun 18, 2024 08:33 PDT)

Jeryka Nava

06/18/24

Date











SUNNYSIDE - 2024.06.17 - Settlement CR2a Final


Final Audit Report

2024-06-18

Created:	2024-06-18
By:	Garrett Williams (gwilliams@stevensclay.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZKZ6fy8QRBtrf-rayWnhlUsJ1b0FWjwd

"SUNNYSIDE - 2024.06.17 - Settlement CR2a Final" History

-  Document created by Garrett Williams (gwilliams@stevensclay.org)
2024-06-18 - 1:36:39 AM GMT
-  Document emailed to ryan.maxwell@sunnysideschools.org for signature
2024-06-18 - 1:37:35 AM GMT
-  Email viewed by ryan.maxwell@sunnysideschools.org
2024-06-18 - 1:39:47 AM GMT
-  Signer ryan.maxwell@sunnysideschools.org entered name at signing as Ryan Maxwell
2024-06-18 - 1:40:21 AM GMT
-  Document e-signed by Ryan Maxwell (ryan.maxwell@sunnysideschools.org)
Signature Date: 2024-06-18 - 1:40:23 AM GMT - Time Source: server
-  Document emailed to stephen.berg@sunnysideschools.org for signature
2024-06-18 - 1:40:24 AM GMT
-  Email viewed by stephen.berg@sunnysideschools.org
2024-06-18 - 2:19:58 AM GMT
-  Signer stephen.berg@sunnysideschools.org entered name at signing as Stephen Berg
2024-06-18 - 2:20:32 AM GMT
-  Document e-signed by Stephen Berg (stephen.berg@sunnysideschools.org)
Signature Date: 2024-06-18 - 2:20:34 AM GMT - Time Source: server
-  Document emailed to maria@weareella.org for signature
2024-06-18 - 2:20:36 AM GMT

 Email viewed by maria@weareella.org


2024-06-18 - 2:34:07 AM GMT

 Signer maria@weareella.org entered name at signing as Maria Fernandez

2024-06-18 - 2:37:13 AM GMT

 Document e-signed by Maria Fernandez (maria@weareella.org)


Signature Date: 2024-06-18 - 2:37:15 AM GMT - Time Source: server

 Document emailed to jerykanava2006@gmail.com for signature

2024-06-18 - 2:37:16 AM GMT

 Email viewed by jerykanava2006@gmail.com

2024-06-18 - 3:20:02 AM GMT

 Signer jerykanava2006@gmail.com entered name at signing as Jeryka Nava

2024-06-18 - 3:33:51 PM GMT

 Document e-signed by Jeryka Nava (jerykanava2006@gmail.com)


Signature Date: 2024-06-18 - 3:33:53 PM GMT - Time Source: server

 Document emailed to raquel.lopez1199@yahoo.com for signature

2024-06-18 - 3:33:55 PM GMT

 Email viewed by raquel.lopez1199@yahoo.com

2024-06-18 - 3:35:11 PM GMT

 Signer raquel.lopez1199@yahoo.com entered name at signing as Raquel Lopez

2024-06-18 - 3:37:35 PM GMT

 Document e-signed by Raquel Lopez (raquel.lopez1199@yahoo.com)

Signature Date: 2024-06-18 - 3:37:37 PM GMT - Time Source: server

 Agreement completed.

2024-06-18 - 3:37:37 PM GMT