



**Office of the City Clerk and
Communications Director**

818 East Edison Avenue
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**CITY OF SUNNYSIDE PRESS RELEASE
FOR IMMEDIATE RELEASE**

Date: October 22, 2025

**Subject: Sunnyside City Council Approved Release of Investigation Report Related to
Mike Gonzalez (5-2 vote)**

On October 20, 2025 the Sunnyside City Council approved (5-2 vote) the release of the confidential internal investigation report related to review of workplace claims and administrative matters. The City is making the report publicly accessible to reduce the number of separate requests for records. The report can be accessed on our website <https://bit.ly/PRRPublic>.

The members of the public who need assistance obtaining the document or an alternative format may contact the City Clerk's office. No further statements or comments will be made by the City regarding this matter at this time.

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**Oficina de la Secretaría Municipal y
Director de Comunicaciones**

818 East Edison Avenue
Sunnyside, Washington 98944
Oficina (509) 836-6310

**COMUNICADO DE PRENSA DE LA CIUDAD DE SUNNYSIDE
PARA PUBLICACIÓN INMEDIATA**

Fecha: 22 de octubre de 2025

Asunto: El Concejo Municipal de Sunnyside aprobó la publicación del informe de investigación relacionado con Mike González (votación de 5 a 2)

El 20 de octubre de 2025, el Concejo Municipal de Sunnyside aprobó (votación de 5 a 2) la publicación del informe confidencial de la investigación interna relacionada con la revisión de reclamaciones laborales y asuntos administrativos. El Concejo Municipal publica el informe para reducir el número de solicitudes de registros. Puede acceder al informe en nuestro sitio web <https://bit.ly/PRRPublic>.

Si necesita ayuda para obtener el documento o un formato alternativo, puede contactar con la Secretaría Municipal. La Ciudad de Sunnyside no hará declaraciones ni comentarios adicionales sobre este asunto por el momento.

###

ATTORNEY WORK PRODUCT – DO NOT DISCLOSE

Employee Name: *

Investigator Name: Thaddeus J. O'Sullivan TJO

Dates of Investigation: June 11, 2025 – August 15, 2025

Employee Title: *

Date Complaint Received: May 11, 2025

Today's Date: September 6, 2025

INVESTIGATION SUMMARY

Witness Interviews:

I interviewed each of the individuals below.

Name	Interview Date	Interview Duration	Notes
*	7/7/2025	10:00 – 14:14	
*	7/18/2025	10:00 – 13:15	* atty Zach Hummer attended
Ben York	7/21/2025	10:00 – 10:20 (approx.)	* former atty
*	7/21/2025	15:30 – 16:32	
	7/28/2025	11:00 – 12:25	
	7/30/2025	06:00 – 07:01	
Theresa Hancock	8/4/2025	10:33 – 12:31	

I found each of the witnesses cooperative and generally credible during the interviews. However, other circumstances, discussed below, tested * credibility.

Additionally, Councilmember Hancock made clear her desired outcome and emailed me several YouTube videos produced by @WeTheGoverned that were clearly targeted at * (based on the titles and the couple minutes I watched). Following the August 4, 2025, interview, Councilmember Hancock contacted me multiple times seeking to direct, and make demands

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regarding, the investigation. On August 14, 2025, I informed Councilmember Hancock that I was retained by the City Attorney, not an individual councilmember, and asked her to direct all future concerns to the City Attorney.

I attempted to interview former employee [REDACTED] and spoke to her attorney, Brett Goodman, on July 31, 2025. Mr. Goodman said he would talk to his client and contact me if she was willing to participate. Mr. Goodman did not contact me to schedule an interview, which I understood to mean [REDACTED] was unwilling to participate.

While I did not interview Irving Brown, I did review the Declaration of Irving Brown Sr. in Support of Petitioner's Petition for Protective Order. (Case No. 25-2-01689-39 (July 24, 2025).) His sworn testimony related to [REDACTED] claims closely mirrored [REDACTED] statements and information, and as explained below did not substantiate [REDACTED] claims.

As to Mr. Brown's alleged April 29, 2025, comments regarding Councilmember Hancock, his July 24 Declaration testimony contradicts the account provided by several witnesses, including [REDACTED]

Documents/Authorities/Items Reviewed Include (Copies available upon request)
Formal Complaint Against Councilwoman Theresa Hancock for Harassment and Hostile Conduct [REDACTED] May 11, 2025)
City of Sunnyside Personnel Policy Manual (Jan. 24, 2025 (Res. 2024-05))
Resolution 2025 – 50
Approximately 32 MBs of Documents Provided by [REDACTED]
[REDACTED] Personnel File
Documents Provided by [REDACTED] (Approx 17 MB)
City of Sunnyside Purchasing and Procurement Policy
Declaration of Irving Brown Sr. in Support of Petitioner's Petition for Protective Order. (Case No. 25-2-01689-39 (July 24, 2025).)
Declaration of [REDACTED] (Case No. 25-2-01689-39 (July 30, 2025).)

ALLEGATIONS

ALLEGATION 1: False Accusations and Harassment

- On March 28, Councilwoman Hancock accused me publicly of violating city policies and committing crimes, without evidence.

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- She has repeatedly suggested conspiracy between myself and the Mayor regarding vendor contracts.

She has told community members I have lied about hiring practices, eroding trust in my leadership and the city's credibility.

FINDINGS:

March 28 Meeting

This meeting occurred at the City Hall conference room and involved Deputy Mayor Galvan, Councilmember Hancock, and [REDACTED] Councilmember Hancock scheduled the meeting with [REDACTED] to discuss concerns about him using City funds to buy lunch for other councilmembers and his communication approach. Deputy Mayor Galvan asked to attend the meeting to discuss concerns regarding the Water Division Assistant Supervisor position (*See Water Division Assistant Supervisor* discussion in "Lies" About Hiring Practices section). [REDACTED] ultimately invited [REDACTED] into the meeting when the discussion became heated.

Councilmember Hancock reported that [REDACTED] became irate, loud, and profane – "I'm so f'ing tired of this."

[REDACTED] denied raising his voice and stating that he interviewed employees after the meeting, and they all denied hearing him shouting.

CONCLUSION: The [REDACTED] is appointed by the City Council and "responsible to the council for the proper administration of all affairs of the code city." RCW 35A.13.010; SCC § 2.04.010 (incorporating RCW 35A.13). Council oversight of the [REDACTED] is allowed and does not substantiate a harassment claim. It appears [REDACTED] interpreted oversight as "accusation." Additionally, the meeting involved four people, so it did not involve "public" accusations. This claim is **UNFOUNDED**.

Vendor Contracts Conspiracies Between Mayor and [REDACTED]

In support of this claim, [REDACTED] provided a March 18 "Forensic Audit" email, from the Councilmember Hancock to the Mayor (with copies to [REDACTED] and the Deputy Mayor), stating, "Dear Mayor, I was a little surprised at our regular meeting to hear you say that you have been working on doing a forensic audit with the CM. Please share with council the extent of your work towards a forensic audit."

[REDACTED] also referenced vendor contracts with Luis Lopez and the real estate agent that sold the "Munson Property" for the City. He acknowledged he met both individuals through the Mayor but denied favoring these individuals in the award process.

Conclusion: Questions about city contracting are within the City Council's oversight authority, and proper contracting procedures can be demonstrated in response to questions. This allegation is therefore **UNFOUNDED** as supporting a False Accusation and Harassment claim.

"Lies" About His Hiring Practices

In support of this allegation, [REDACTED] reported receiving the following comments from community members:

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1. Community Member Eric Mahoney (Mahoney's Second Hand store) told him "hey I just talked to friend of Theresa's [not identified] you are spending money like a drunken sailor, hiring people without authority, having an affair with Vicki Frausto."
2. Monica Niemeyer told him, "[REDACTED] you're a trusting person there are some people you shouldn't trust," and "Theresa is on your ass."
3. Tom Dolan told him, "I'm hearing things" but did not say what "things."
4. Dr. Stevens told him, "I'm hearing Theresa is coming after you."

Hirings in Question

Questions about hiring appear focused on three positions:

1. H.R. Manager Irving Brown
2. Employee Investigation - RCW 42.56.250 [REDACTED]
3. Water Division Assistant Supervisor

The City of Sunnyside Personnel Policy includes the following regarding compensation and benefits:

Washington State law requires that the legislative body fix the compensation and benefits for the City's employees.

Any and all changes to the classification and compensation schedule and associated pay ranges shall require prior approval by the City Council before any change in classification or compensation schedule shall be effective.

No employee shall be paid below the minimum rate of pay established for the salary range of his/her current position nor shall they be paid above the maximum range for his/her current position.

Personnel Policies §§ 1.05.B (emphasis added), 1.05.D (emphasis added), 105.K (emphasis added); *see also* RCW 35A.11.020("The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title and its charter, if any; and to define the functions, powers, and duties of its officers and employees; within the limitations imposed by vested rights, to fix the compensation and working conditions of such officers and employees[.]")(emphasis added)).

The authority to enter contracts is vested in the City Council but may be delegated. RCW 35A.11.020. The City of Sunnyside Purchasing and Procurement Policy ("Purchasing Policy") states "The City Council has the sole authority to appropriate or obligate the City funds through the adopted budget, amendment to the budget, or through other direct action of the Council."

The Purchasing Policy does grant the [REDACTED] limited discretionary spending authority for contracting and purchasing "up to \$50,000 as long as the obligated Fund(s) can reasonably accommodate the expenditure and the purchase is not otherwise prohibited by city, state, or

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federal law, or counter to the policies set by the City Council.” Anything above the \$50,000 cap must be taken to City Council.

Human Resources Manager

The City Council adopted 2025 Classification and Compensation Schedule set a Human Resources Manager Monthly Salary Range at \$7,110 - \$8,888 (\$85,320 – \$106,656 annually). (Ord. 2025-03 (Feb. 12, 2025); *see also* Job Announcement Human Resources Manager (Feb. 7, 2025 closing date)(reflecting same salary range).) The Job Announcement did not list a monthly vehicle stipend.

On February 10, 2025, at 11:52 AM, then City Attorney, Ben Riley, sent [REDACTED] a draft Human Resources Director Agreement (draft did not include vehicle stipend).

Later that same day (Feb 10) at 8:39 PM, [REDACTED] emailed Mr. Brown an Offer Letter (not the Agreement Mr. Riley sent earlier that day).

The Offer Letter included “a monthly [*sic*] base salary of \$108,000” and a monthly vehicle stipend of \$250. While likely intended to be the annual, instead of “monthly” salary, \$108,000 exceeds the Council-approved salary \$106,656 range cap by \$1,344 (108,000 – 106,656). Additionally, the \$250 monthly vehicle stipend increased the annual compensation an additional \$3,000. (Compare with [REDACTED] Employment Agreement “The City will provide a city-owned vehicle 4x4. Standard mileage rates will apply for the use of a personal vehicle.”)

Neither the Classification and Compensation Schedule, nor the Personnel Policies include vehicle stipends, so the vehicle stipend also likely exceeds the [REDACTED] authority and violates the Personnel Policies.

The Personnel Policies do allow a “take home” privilege for City Vehicles, but it is strictly limited, and HR Manager is not one of the approved positions. *See* Personnel Policies § 1.23.A-E.

Employee Investigation - RCW 42.56.250

[REDACTED] was hired as the [REDACTED] effective April 14, 2025. Her compensation included an annual salary of \$144,000 per year and relocation expenses up to \$7,500 (reimbursable upon provision of receipts). The Council-Approved ASD monthly salary range was \$10,767 - \$12,059 (\$129,204 - \$144,708 annually). (Ord. 2025-03 (Classification and Compensation) (Feb. 12, 2025).)

The primary contention is [REDACTED] authority to provide [REDACTED] \$7,500 moving expenses. Former City Attorney, Ben Riley, provided a draft [REDACTED] agreement late February. That draft did not include moving expenses reimbursement. However, the moving expenses reimbursement benefit was added to the agreement ultimately signed (but not approved by Council) (“Final Agreement”). **The draft Final Agreement was sent to interim City Attorney, Quinn Plant, for review on March 6, 2025. However, Mr. Plant was not approved to serve as the interim City Attorney until the March 10, 2025, City Council meeting.**

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With the \$7,500 moving expense reimbursement, [REDACTED] first year compensation was \$151,500, exceeding the Council-Approved \$144,708 cap by \$6,792.00, and violating the Council approval requirement.

Water Division Assistant Supervisor

As noted above, the Deputy Mayor and Councilmember Hancock raised concerns about the Water Division Assistant Supervisor in a **March 28, 2025**, meeting at City Hall.

[REDACTED] reported the Mayor and Deputy Mayor drafted a **May 5, 2025**, “Written Reprimand - Unauthorized Staffing and Compensation Actions” alleging [REDACTED] “unilaterally created and staffed a new position titled (Water Division Assistant Supervisor)” without “any formal Council approval.” It further noted the position was not budgeted nor included in the approved 2025 Classification and Compensation Schedule.” The Reprimand was not approved by Council – and the copy provided was unsigned.

The City of Sunnyside Personnel Policy states:

The City Council shall be the sole authority to create or eliminate regular full-time and regular part-time positions for the City of Sunnyside. Prior to any recruitment for a position that is currently not authorized by the Council, the compensation range proposed for the position to be created shall be approved by Council with an amendment to the classification and compensation schedule. Only those positions listed on the classification and compensation schedule shall be considered positions authorized by the City Council.

Personnel Policies § 1.05(C)(emphasis added).

* [REDACTED] cited the following documents in his May 8, 2025 presentation to Council supporting his alleged authority to hire for the position:

- (1) May 6, 2025 Acting PW Director, [REDACTED] memo re “New Hire;”
- (2) May 6, 2025 Water Division Supervisor, Daniel Tilian, memo re Assistant Water Division Supervisor;
- (3) May 7, 2025 Email from Teamsters Local 760 Business Rep, Carl Keller;
- (4) May 8, 2025 Letter from Attorney, Anthony F. Menke; and
- (5) Classification and Compensation Schedules for 2023, 2024, and 2025.

The first four documents post-date the hiring and appear to be post-hoc justification rather than basis for the hiring.

Attorney Menke’s letter addresses only the CBA; it does offer opinion regarding the 2025 Classification and Compensation Schedule, or [REDACTED] independent authority to hire the position.

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The 2025 Classification and Compensation Schedule does include 21 Maintenance Workers/ WDM 1 positions, under “Public Works Teamsters Positions,” but does not specifically include Water Division Assistant Supervisor.

While the CBA includes the Water Division Assistant Supervisor classification, it does not mandate the City fill the position – “The need for appointment of such Assistant Supervisors shall be a Division Supervisor, management decision.” (Emphasis added.) The suggestion the CBA mandated filling the position without Council-approval contradicts the discretionary CBA language.

Conclusion: The heart of [REDACTED] claim Councilmember Hancock spread “lies” about his hiring practices is a dispute about division and scope of authority. While the [REDACTED] is authorized to “appoint and remove at any time all department heads, officers, and employees of the code city,” the City Council has the power to “define the functions, powers, and duties of its officers and employees [and] to fix the compensation and working conditions of such officers and employees.”

[REDACTED] hired Mr. Brown and [REDACTED] at compensation rates exceeding the Council-Approved ranges. The Water Division Assistant Supervisor position was not specifically identified in the 2025 Classification and Compensation schedule. As such, council oversight is justified, and the claim Councilmember Hancock “lied” about his hiring practices is **UNFOUNDED.**

ALLEGATION 2: Surveillance and Intrusion

- On May 5, prior to the city council meeting, Councilwoman Hancock reportedly waited in the City Hall parking lot to take photos of my city-assigned vehicle. She confirmed this to you in person.
- At the May 4 Cinco de Mayo Festival, a former employee informed me I am being filmed without my consent by an individual closely associated with Councilwoman Hancock
- It was confirmed to me, that she is meeting with former senior staff employees in an attempt to gather dirt on me for purposes of my firing. I can assure you I’ve done everything with the guidance of our former and current legal advisors, and run an ethical operation.

FINDINGS:

Photographing City-Assigned Vehicle in City Hall Parking Lot

Councilmember Hancock acknowledged she took photos of [REDACTED] city-owned/assigned vehicle because she believed it lacked the required identifying markings (decals).

Washington law requires city-owned vehicles be conspicuously marked with the City’s name and department before it is operated “upon the public highways of this state.” RCW 46.08.065. It is unlawful for “any public officer” to operate a city-owned vehicle without the statutory-required

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markings. *Id.* A City Officer violating RCW 46.08.65 is subject to “disciplinary action [which] may include, but shall not be limited to, suspension without pay or termination of employment in the case of repeated or continuing noncompliance.” RCW 46.08.067.

While ██████████ claims Councilmember Hancock took the photos (“filmed his car”) because she was out to get him, she took photos of a City-owned vehicle, parked at City Hall, that she believed to lack required markings. ██████████ acknowledged operating the vehicle without the required markings, but claimed “he didn’t know” about the requirement at that time.

Councilmember Hancock’s identifying and documenting a violation of state law does not substantiate a harassment and hostile conduct claim. Accordingly, the claim these actions amounted to surveillance and intrusion are **UNFOUNDED**.

Filming Without Consent

This allegation is based on a conversation ██████████ said he had with former City employee, Victoria Hernandez, at the Cinco de Mayo Festival. Ms. Hernandez allegedly told him “one of Hancock’s ‘operatives’ has been filming you.” Specifically, she told ██████████ “I know exactly what you told Monica [Niemeyer] about me. I’m giving you a heads up she shared the video with me.” ██████████ later spoke with Ms. Niemeyer, who denied filming him.

██████████ has not seen the video or provided any corroborating information beyond naming individuals he believes are “hand in glove” with Councilmember Hancock. He believes a group text between those individuals stating “hey let’s meet about that thing” confirmed they were working together to target him. He also described Ms. Niemeyer is a “double-triple agent” playing both sides of the fence.

There is insufficient evidence to support this allegation, so the claim he was being surveilled and recorded by Councilmember Hancock’s “operatives” is **UNFOUNDED**.

Meeting With Former Staff Members to Gather Dirt on Him

In support of this allegation, ██████████ reported “She has also been spotted in Yakima meeting with a former employee, who I believe is disgruntled.” ██████████ 5” email (7/3/2025 at 10:00 AM)(emphasis added).) He also reported, “For the record, the Yakima City Manager told me she saw Debbie Zabell meeting with Councilor Hancock in Yakima. Based on what I’ve discovered, I’m presuming to dig up dirt.” ██████████ 7 Email (7/3/2025 at 11:00 AM)(emphasis added).)

██████████ also provided a copy of a May 17, 2025, email where Councilmember Hancock asks Pasco City Councilor, Leo, “Do you have any information on ██████████ involvement in the Pasco Development Association? It is my understanding that ██████████ was on the board or involved in some way. Was Mr. Brown also involved? Is there a connection between the two?”

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According to [REDACTED] “I think this clearly shows the breadth she will go to dig up dirt portray me in a certain light.” [REDACTED] 5” email (7/3/2025 at 10:00 AM).)

Conclusion: This allegation is based on speculation and presumption without corroboration, accordingly allegation that Councilmember Hancock is meeting with former staff members to “gather dirt on him,” is **UNFOUNDED**.

ALLEGATION 3: Undermining Administrative Procedures

- She has repeatedly bypassed the chain of command by contacting staff directly (e.g., Finance and HR), often without notifying or including my office.
- On March 31, she read internal communications over the shoulder of IT staff and then misrepresented how she obtained the information, asking for a copy from the [REDACTED]
- On May 7, she asked IT whether I had “bugged” her computer or emails—an unfounded and damaging accusation.

FINDINGS:

Bypassing the Chain of Command by Contacting Staff Directly Without Including the City Manager

[REDACTED] claims Councilmember Hancock violated RCW 35A.13.120 by contacting city staff directly. That section states in part,

Except for the purpose of inquiry, the council and its members shall deal with the administrative service solely through the manager and neither the council nor any committee or member thereof shall give orders to any subordinate of the city manager, either publicly or privately.

RCW 35A.13.120 (emphasis added).

This claim appears related to Councilmember Hancock’s March 31, 2025 visit to City Hall. [REDACTED] was out on vacation that day. According to [REDACTED], she visited City Hall “to visit with staff members and get a copy of [his] contract.” (Presentation with Emails.) Councilmember Hancock also asked the [REDACTED] for a copy of the March 24, 2025, email discussed below in the “Internal Communications” section.

Conclusion: RCW 35A.13.120 allows council members to contact staff directly “for the purpose of inquiry.” While it prohibits council members from “giv[ing] orders to staff, it does not prohibit visiting with staff.

To the extent [REDACTED] claims asking the [REDACTED] for a copy of the March 24, 2025, email violated RCW 35A.13.120, that same day he emailed Councilmember Hancock stating, “I won’t be giving you the email because it was intended for my staff as a teachable moment, and I

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believe your request goes beyond the boundaries of city council responsibility. Please feel free to reach [sic] to [REDACTED] for a records request.

The information and documentation provided by [REDACTED] regarding the “bypassing chain of command” element of his “Undermining Administrative Procedures” claim is **UNFOUNDED**.

Internal Communications

On March 24, 2025, at 8:07 PM, [REDACTED] send an email to the “Leadership Team” email group and [REDACTED]. The email stated in part,

Theresa Hancock is really going to challenge staff on what the economic impact is to each agenda item. It's a good reminder to anticipate what she may ask. So, between Deputy Mayor and Councilor Hancock ... we'll need to be on our A game from now on.

Councilmember Hancock subsequently learned of this email and requested a copy from [REDACTED] on March 31, 2025 (“any email generated after Monday’s nights [sic] meeting to staff naming me personally”).

[REDACTED] responded explaining the email was “certainly in a positive tone” and the noting “[t]his email was only intended for my leadership team. I'm more concerned a staff member in a leadership role was engaged in that conversation with a Council member. That's not appropriate at all on their part.” (Emphasis added.) When Councilmember Hancock responded, “no one from leadership ... discussed your email with me,” [REDACTED] insinuated she was lying, and stated “I wouldn’t ever single you out.”

Finally, [REDACTED] concluded, “I won’t be giving you the email because it was intended for my staff as a teachable moment, and I believe your request goes beyond the boundaries of city council responsibility. Please feel free to reach [sic] to [REDACTED] for a records request.”

[REDACTED] does not dispute the March 24 email was a public record but refused to give it to Councilmember Hancock – and told her if she wanted it, she had to make a public records request. He then included the email in a presentation to Council to dispel rumors he is acting without transparency and authority.

Conclusion: The March 24 email was a public record, and the recipients were free to discuss the email with Councilmember Hancock or anyone else. [REDACTED] attempt to root out who told her about the email and subsequent refusal to provide it, were inappropriate. Accordingly, this

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allegation does not support the claim Councilmember Hancock “undermined administrative procedures.”¹

May 7 Email asking IT Whether [He] Had “Bugged” Her Computer or Emails

On May 7, 2025, Councilmember Hancock sent the City IT Manager an email asking, “Can you please respond if the city, in particular [REDACTED] has issued an order to shadow my email account? I am not directing you. Consider this for [sic] an informational [sic] request and public records request, but not a judgement of your performance with the city.”

Councilmember Hancock reported she received certain emails tagged “shadow.outlook.com,” raising concern that some one was “shadowing” her email account.

Conclusion: By May 7, 2025, the [REDACTED] / Hancock relationship was strained and there was significant shared animosity and mistrust. The “shadow.outlook.com” tag was a reasonable and appropriate basis for contacting IT. Accordingly, this allegation does not support the “Undermining Administrative Procedures” claim.

The Undermining Administrative Procedures Allegation is **UNFOUNDED**

ALLEGATION 4: Hostility in Meetings and Executive Sessions

- Council meetings, both public and executive, have become hostile and antagonistic in tone.
- Councilwoman Hancock has engaged in bullying behavior, made unfounded accusations, and aligned herself with disgruntled employees to challenge my integrity and authority.

FINDINGS: This allegation is based upon, and duplicative of, the other claims addressed herein. However, [REDACTED] own inappropriate public meeting behavior was revealed during the investigation.

[REDACTED] asked me to review the March 27, 2025 Sunnyside City Council Regular Meeting to see a Council Meeting interaction related to charges on his city-issued credit card. Specifically, at 34:42, Councilmember Hancock raised questions regarding Red Lion hotel charges, and how [REDACTED] may have violated the City’s credit card policy.

¹ [REDACTED] reported that at the May 5th morning meeting, he told [REDACTED] that Councilmember Hancock had emailed him seeking information about police activity over the weekend. [REDACTED] indicated he could respond immediately with little effort. [REDACTED] said, “We don’t want her to get used to getting answers too soon, so let’s wait.” [REDACTED] agreed. At 7:44 PM he contacted [REDACTED] to see if he “could reply now?” [REDACTED] did not approve sending the response until after 9:00 PM.

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While she was speaking, [REDACTED] interrupted her at 35:55 saying “that is false” without being first recognized by the Mayor. Later, at 36:51, he says “this whole that you’re saying I violated the credit card policy” directed at Councilmember Hancock. The Mayor interrupted [REDACTED] to move the meeting forward.

At the June 2, 2005, City Council Study Session, around 59:37, [REDACTED] asked to make comments during the public comment period. When an audience member (Estrada) objected to the [REDACTED] making public comments, [REDACTED] began arguing directly with the audience member, rather than addressing the Mayor. The Mayor interrupted to take back control of the meeting and stop the argument. The Council then elected to have [REDACTED] make his comments later in the meeting.

At 2:24:14 (prior to executive session) he was given an opportunity to provide his comments and “respond” to public comments made about him. He noted, “I inherited a broken city” so “yes I cleaned house” – “I’ve trusted a lot of people I shouldn’t have and some of those people are in this room tonight.”

At 2:30:54, the Mayor made a motion to place the [REDACTED] on paid administrative leave, after a second, [REDACTED] said, without being recognized,

“May I ask why Mayor. Cause this feels unjust, you had a former employee had nothing to do with the actions or was not a city employee in here during executive session which is so unjust ... this has been a witch hunt from the very beginning and it has been orchestrated by that woman over there Councilwoman Hancock [pointing at Hancock]”

The Mayor responded, “Thank you [REDACTED] a consultant...attended the executive session” [REDACTED] interrupted stating “that is not true.” 2:31:15. The Mayor then called for a vote on the motion, and it passed.

At a January 27, 2025, press conference run by [REDACTED] he allowed public comment following City staff statements. At the end of public comment, an individual approached the podium, claiming he is a bounty-hunter and ICE is paying “a thousand dollars per illegal.”

The commenter then began arguing with an off-camera audience member. After approximately 15 seconds, [REDACTED] says, “we’re gonna have to ask you to stop,” noting we do not refer to human beings as “illegal.” The back and forth escalates and [REDACTED] repeats three times, “it is my problem, it’s time for you to be quiet” and “it’s time for you to leave.” When the commenter asks why, [REDACTED] says, “because you don’t even have the cojones to take off the mask bro that’s why.”

Conclusion: This allegation is duplicative of other allegations claiming bullying or harassing behavior. Refer to those Allegations and Conclusions.

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ALLEGATION 5: Disruption and Abuse of City Resources

- CH has made over 60 detailed, time-intensive requests for records, data, and staff time—many of which are duplicative, excessive, or retaliatory in nature.
- Most recently, on May 10, she demanded metadata on a report that cleared me of wrongdoing regarding the hiring Public Works position—suggesting retaliation. I was accused of violating city policies and state laws. I was given a document that said it was confirmed these allegations were true. I proved those allegations absolutely false, so as a result, Councilor Hancock is asking for a new round of information to overwhelm my office.
- These actions have led to significant staff fatigue, anxiety, and disruption of city business.

FINDINGS:

Over 60 detailed, time-intensive requests which are “duplicative, excessive, or retaliatory in nature.”

* [REDACTED] closed City Hall on May 16, 2025, “to allow staff to dedicate the day to fulfilling a high volume of City Council and [sic] public records requests.” See May 15, 2025 Press Release.

In a June 30, 2025, Declaration, * [REDACTED] testified, “The decision to ‘shut down’ City Hall to respond to Ms. Hancock’s emails/public records requests was made by the City Attorney, Quinn Plant, not by me or Mr. Brown.” (Decl. of [REDACTED] Employee Investigation - RCW 42.56.250 Dec.) at 2 ¶ 6 (emphasis added).² The City Attorney is not authorized to close City Hall for “operational needs.” SCC 2.03.020.

However, on July 18, 2025, * [REDACTED] told me “Quinn suggested have you thought about closing City Hall?” He then proposed this to the Mayor, who said “ya – let’s knock them [public records requests] out.”

The [REDACTED] Employee Investigation - RCW 42.56.250, was out of the office on May 16 – therefore unavailable to assist with the stated reason for closing City Hall. See SCC 2.80.010(A)(designating the [REDACTED] Employee Investigation - RCW 42.56.250).

* [REDACTED] provided the following regarding the “high volume of public records requests:”

1. COUNCILOR HANCOCK PUBLIC RECORDS REQUESTS AS OF 05-16-25 (“PRR Spreadsheet”)
2. PRR 2025-57 FINANCE DEPARTMENT 5-16-25
3. PRR 2025-57 RECORDS PROVIDED BY CLERK
4. PRR 2025-67 CLERK’S OFFICE 5-15-2025

² The * [REDACTED] Dec. was apparently prepared for filing in Brown v. Hancock, Case No. 25-2-01689-39 (Yakima Sup. Court).

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5. PRR 2025-67 PUBLIC WORKS 5-16-25
6. INITIAL REQUESTS
7. 5-16-25 Deputy Clerk on number of PRRs

The Public Records Requests do not substantiate the “Disruption and Abuse of City Resources” Claim.

The PRR Spreadsheet suggests PRR2025-57 included 32 “subrequests” requiring 40 staff hours to respond but failed to distinguish information requests and requests for “public records” as defined by the Public Records Act. Furthermore, based on the records provided in response, the 40 staff hours estimate appears exaggerated.

* [REDACTED] declared, under oath, that

Ms. Hancock has made over 60 public records requests, with many of them being targeted at specific individuals, such as Mr. Brown and me, instead of being rooted in legitimate interests of the citizens of Sunnyside or her role as City Councilor. Ms. Hancock has also sent me emails demanding information and has responded to my follow-up emails regarding the frequency of such requests, lack of staff capacity, and the continued non-routine nature of the inquiries with “consider my requests a public records request.”

PRR2025-57 is an email from Council seeking documents and information related to the vouchers presented to council on April 28, 2024.

Based on the records [REDACTED] provided in support of the disruption and abuse of city resources allegation, the City’s response was invoices, City Policies, resolutions, and meeting minutes in response to PRR2025-57.

Documents provided by the Clerk’s Office:

-  04_RES 2009_102
-  07_A-2024-136_CULTON CONSULTING LLC
-  08_PURCHASING POLICY
-  10_MIN_03.10.25_REGULAR MEETING
-  10_RES 2025-15

Documents provided by the Finance Department:

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-  Ameresco Invoice
-  Arteaga Invoice
-  CREDIT CARD POLICY
-  Email responses from Administrative Ser...
-  John Reid & Associates Invoice
-  S'ide Municipal Code Payment of Claim...
-  Trans # 3404 \$131.07
-  Trans #3404 \$259.80

Furthermore, the information PRR2025-57 seeks information reasonably related to City Councilmember duties – review and approval of vouchers paid from City finances.

Requests 2025-60 (copies of emails from Peggy Beeler regarding Councilmember Hancock) and 2025-66 (employee complaints filed in the last two months) appear reasonable in scope. Request 2025-67 seeks metadata related to a presentation by [REDACTED] as well as records and information related to Water Division Assistant Supervisor position. There was a dispute regarding [REDACTED] authority to “create” this position. The requested information and documents are reasonably related to City Councilmember duties and subject to the PRA.

[REDACTED] interpreted Councilmember Hancock’s questions about metadata and his authority to create/fill the AWS position as a personal attack, questioning whether the [REDACTED] acted outside their scope of authority appears within the scope of a councilmember’s duties.

Conclusion: The documents [REDACTED] provided do not support the claim “Ms. Hancock has made over 60 public records requests, with many of them being targeted at specific individuals, such as Mr. Brown and me.” As noted above, the alleged number of records requests and purported staff time to respond appear exaggerated and misrepresent the actual number of public records requests. Based on the records [REDACTED] provided, the public records requests all seek public records a City Councilmember, or any member of the public, have a right to review.

Accordingly, this allegation is **UNFOUNDED**.

Request for Metadata on a Report that clears [REDACTED] of Wrongdoing Regarding the hiring Public Works Position.

This request (2025-67) demonstrates Councilmember Hancock distrusted [REDACTED] council report and supporting documents. [REDACTED] created the report to justify his actions hiring the Water Division Assistant Supervisor. The supporting documents included internal memos, emails correspondence with the Local 760 Business Representative, and a letter from Attorney Anthony Menke. Document metadata is subject to disclosure under the PRA.

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Conclusion: While the metadata request frustrated [REDACTED] it sought disclosable records under the PRA and was related to documents he used in a report to City Council to justify his hiring of a city employee. The [REDACTED] is appointed by the City Council and “responsible to the council for the proper administration of all affairs of the code city.” RCW 35A.13.010; SCC § 2.04.010 (incorporating RCW 35A.13). Council oversight of the [REDACTED] is allowed and does not substantiate a harassment claim. Accordingly, the metadata public records request does not substantiate the abuse of city resources allegation. Accordingly, this allegation is **UNFOUNDED**.

ALLEGATION 6. Defamation and Reputation Harm

- She has disparaged me in conversations with community members, including: Mayor Dean Broersma, Keren Vazquez and Councilor Vicky Ripley.
- Her remarks and insinuations are damaging to my professional reputation and undermine public trust in this office.

Conclusion: The claims and evidence provided to support this allegation are duplicative of the claims of “false” accusations, threatening and harassing behavior, and public comments provided to support other allegations. Accordingly, this allegation is **Unfounded**.

Allegation 7. Councilmember Hancock Refuses to Call [REDACTED] by His Legal or Preferred Name

This allegation was not included in the May 11, 2025 Formal Complaint, but was raised in the June 16, 2025 Legal Demand sent by Attorney Benjamin York. The Legal Demand alleges Councilmember engaged in discriminatory harassment of [REDACTED] based upon her use of the surname [REDACTED] versus [REDACTED] preferred [REDACTED]

It is deeply disturbing that Ms. Hancock refuses to call or address [REDACTED] by his legal or preferred name, despite requests otherwise. In a recent court filing, for example, Ms. Hancock alleged, in her sworn statement, that [REDACTED] [REDACTED] who apparently goes by that name but his real name is [REDACTED]

According to [REDACTED]

My legal name is [REDACTED], but I go by [REDACTED] [REDACTED] This reflects my personal and cultural identity, and I am proud of it. [REDACTED] has always been a family name and is not something I made up. Ms. Hancock has generally refused to call me by my name and has made the point in prior executive sessions that I faked my name to get my position as [REDACTED] This false allegation has been regurgitated on social media, causing additional harm to my name and reputation.

[REDACTED] Dec. at 5-6 ¶¶ 3-4.)

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* [REDACTED] reported feeling like Councilmember Hancock was “erasing” his Hispanic cultural heritage by using * [REDACTED] instead of * [REDACTED]

During the application process, * [REDACTED] listed his name as * [REDACTED] on the Form I-9 and Permission to Procure an Investigative Report.

Likewise, his driver’s license and Social Security Card list his name as * [REDACTED] * [REDACTED]

* [REDACTED] provided a May 17, 2025 email from Councilmember Hancock to Pasco City Councilor, Leo, asking “Do you have any information on * [REDACTED] involvement in the Pasco Development Association? It is my understanding that * [REDACTED] was on the board or involved in some way. Was Mr. Brown also involved? Is there a connection between the two?”

Councilmember Hancock confirmed she told the Council in executive session that * [REDACTED] also went by * [REDACTED] as she was concerned the City was unaware of this when it hired * [REDACTED]. Councilmember Hancock denied addressing him as anything other than * [REDACTED]

Councilmember Hancock references him as * [REDACTED] * [REDACTED] in many of the documents he provided in support of his claims. (See “Phishing Texts” email * [REDACTED]; Presentation to Council with Emails * [REDACTED]; Sworn Statement to Sunnyside PD (5/13/2025) * [REDACTED])

The City’s Personnel Policies define “harassment” as follows:

Harassment consists of unwelcome conduct, and can take many forms, including slurs, comments, jokes, innuendoes, unwelcome compliments, pictures, cartoons, pranks or other verbal or physical conduct that is based on an individual’s protected status (e.g., race, sex, disability) and that:

1. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
2. Has the purpose or effect of unreasonably interfering with an individual’s work performance; or
3. Otherwise unreasonably affects an individual’s employment opportunity.

(Personnel Policies § 1.20.C.)

Conclusion: The claim Councilmember Hancock “refuses to call or address * [REDACTED] by his legal or preferred name * [REDACTED]” is contradicted by documents * [REDACTED] provided during this investigation. Furthermore, if Councilmember Hancock did on occasion address him as * [REDACTED] legal name is * [REDACTED] As such, * [REDACTED] does not appear to be a discriminatory slur based on a protected status. Accordingly, this allegation is **UNFOUNDED**.

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ISSUES RELATED TO THE INVESTIGATION

Irving Brown April 29, 2025 Comments

██████████ provided me an April 30, 2025, Memorandum, “Conversation Regarding HR Manager Irving Brown's Inappropriate Language During Leadership Meeting.” The Memorandum describes the following,

On April 29, 2025, during a regularly scheduled leadership team meeting, Human Resources Manager Irving Brown used strong and metaphorical language in reference to a City Councilor. While the language was not intended to be taken literally, it was nonetheless inappropriate and did not reflect the professional standards expected of a department head.

(April 30 Memo (emphasis added).)

██████████ met with Mr. Brown the following day at “approximately” 11:35 a.m. to address the comments. According to ██████████, “During this corrective conversation, Mr. Brown acknowledged that his remarks were inappropriate, particularly given his role as HR Manager. He expressed regret for his choice of words and assured me that it would not happen again.” (April 30 Memo.)

The City’s Workplace Violence Prevention Policy defines “workplace violence” as “a violent act or threatening behavior that is directed at an employee or member of the public at a work location.” Personnel Policies § 1.19.D.1. “Threatening Behavior” is defined as “any physical or verbal communication that would cause a reasonable person to feel threatened with physical harm.” Personnel Policies § 1.19.D.3.

The “City Councilor” referenced in Mr. Brown’s comments was Theresa Hancock, who subsequently filed a complaint with the Sunnyside Police Department.

Comments Made

The Memorandum does not restate Mr. Brown’s actual words, and there are differing reports what Mr. Brown said at the April 29, 2025, leadership team meeting.

██████████ was at the meeting and reported Mr. Brown said, “If the old hag keeps sneaking up on people, someone’s gonna shoot her between the eyes.”

██████████ was also at the meeting and reports Mr. Brown called Councilmember Hancock, “an old hag, little demon [and] if Council did not take care of her, she would need to be taken out back and shot in the head.”

In his June 30, 2025 Declaration, ██████████ stated, “On or around April 29, 2025, I was in meeting with Mr. Brown. While I do not remember exactly what was said, I set up a meeting to discuss the matter with Mr. Brown. ██████████ also raised concern, and I assured her I would meet with Mr. Brown.” ██████████ Dec. at 2 ¶ 7 (emphasis added).)

In his June 24, 2025 Declaration, Mr. Brown stated, “On or around May 12, 2025, Respondent filed a false police report(s) against me alleging I made a comment, directed at her, without her being present, and without mentioning or otherwise referring to her at any point in the alleged

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comment. The alleged comment supposedly occurred on or around April 29, 2025, during a regularly scheduled leadership team meeting. To be clear, I never made the alleged comment directed at [Councilmember Hancock] as alleged in her police report, statement[.]” (Brown Dec. at 2 ¶¶ 7-9.)

On July 18, 2025, [REDACTED] reported that Mr. Brown said he was on Pasco City Council and if “we did that” (referencing Councilmember Hancock) “they would take us out and shoot us,” but “never said ‘hog’ or ‘pig.’”

[REDACTED] was at the April 29, 2025, meeting but reported not remembering any comments by Mr. Brown.

Three of the four witnesses confirmed Mr. Brown’s comments referenced Councilmember Hancock being “shot.” Two of them reported the “taken out,” and two of them reported Mr. Brown calling her an “old hag.”

[REDACTED] own July 18 recounting of the comments contradict his own June 30, 2025 Declaration testimony and Mr. Brown’s June 24, 2025 Declaration testimony.

Conclusion: The evidence supports finding that at the April 29, 2025 leadership team meeting, [REDACTED] (1) referred to Councilmember by a derogatory term, likely “old hag;” (2) who should be “taken out back;” and (3) should/would be shot (between the eyes or in the head).

Response to Mr. Brown’s Comments.

[REDACTED] reported that as soon as Mr. Brown made the comments, he “squashed it right away” and immediately told Mr. Brown “you cannot talk like that.”

On June 30, 2025, [REDACTED] testified, “On around April 30, 2025, I met with Mr. Brown and the City Attorney. We determined that any comment made did not warrant any further action, and any metaphorical language said did not meet the standard of a true threat and/or a threat against Ms. Hancock.” [REDACTED] Dec. at 3 ¶ 10 (emphasis added).) This is inconsistent with the April 30 Memorandum stating the meeting was with Mr. Brown and [REDACTED]. The April 30 Memorandum does not reference a meeting with Mr. Brown and the City Attorney analyzing whether the comments met the “standard of a true threat.”

[REDACTED] reported [REDACTED] immediate response was “let’s just hope that doesn’t happen.” When [REDACTED] raised the issue later with [REDACTED], [REDACTED] told [REDACTED] he needed to go talk with Mr. Brown. The three of them met later that day to discuss the inappropriate comments.

[REDACTED] reported [REDACTED] did nothing and said nothing in the meeting.

Conclusion: [REDACTED] description is credible and likely consistent with [REDACTED] description. Neither reported that [REDACTED] told Mr. Brown “you cannot talk like that.” He did not meet with Mr. Brown until sometime after the meeting – following discussion with [REDACTED] and concerns expressed by other employees [REDACTED]. This is corroborated by [REDACTED] April 30 Memorandum (with a copy to [REDACTED])

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Treatment of [REDACTED]

The City strictly prohibits retaliation or adverse action against employees because of their good faith report of harassment or participation in the investigation of alleged harassment. Individuals involved in any form of retaliatory conduct will be subject to corrective action/discipline or other appropriate sanctions. Corrective action/discipline could include termination of employment. Personnel Policies § 1.20.M.

Likewise, Washington law protects the right of local government employees to report improper governmental action and prohibits retaliation against a local government employee that, in good faith, reports improper governmental action. RCW 42.41.030(1); .040(1); *see also* Personnel Policies 1.22.

[REDACTED] provided me two memos he drafted regarding [REDACTED] (both dated May 17, 2025 and provided to Irving Brown and [REDACTED])

1. Documentation of Conversation with [REDACTED] – May 16, 2025 (“Conversation Memo”)
2. Documentation of Employee Insubordination – [REDACTED] (“Insubordination Memo”)

The Conversation Memo summarized a recent conversation between [REDACTED] and [REDACTED]. The conversation, in part, focused on [REDACTED] concern that people thought she told Councilmember Hancock about Mr. Brown’s April 29 comments. [REDACTED] also noted,

[REDACTED] then revealed, for the first time to me, that she had recently met privately with Mr. Brown regarding his alleged use of the word “retard” during a conversation earlier this month. She claimed this meeting was unknown to me, and she described it as emotionally charged—stating that she laughed and cried during it—and concluded with the two of them reconciling.

(Conversation Mem. (emphasis added).)

[REDACTED] concludes observing, “[REDACTED] appeared visibly nervous and stressed throughout the meeting. She was adamant that the appearance of two private conversations surfacing in official documentation was a coincidence but remained clearly unsettled by the situation.”

The Insubordination Memo addresses three incidents.

Incident 1 (April 30) describes [REDACTED] expressing urgency about Mr. Brown’s comments and insisting [REDACTED] speak with Mr. Brown and the City Attorney. [REDACTED] concluded, “[REDACTED] insistence on directing executive actions and pressing legal matters suggests she was operating outside of her professional responsibilities. The expectation is that legal and personnel matters be escalated through the appropriate chain of command—not through unilateral pressure from staff.”

A couple days later [REDACTED] “coached” [REDACTED] “to stay focused on her assigned duties and to refrain from adopting a journalistic posture within the organization.” (April 20 Memo.)

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Incident 2 (May 14-15) describes [REDACTED] and the [REDACTED] contacting City Attorney, Quinn Plant, “directly without my knowledge.” In response, [REDACTED] directed all staff that any requests for legal guidance must go through his office. He spoke with [REDACTED] “to reiterate that such contact with the City Attorney-particularly without prior authorization and involving legal interpretation – was inappropriate and outside her role.”

Incident 3 (May 16, 2025) states “[REDACTED] challenged my authority to close out sensitive public records responses and stated I should refer to the [REDACTED] for direction.” (City Hall was closed May 16 to allow staff to respond to public records requests, but the [REDACTED] was out of the office that day.) [REDACTED] also suggested he consult the ordinance rather than “deciding himself,” but she was unable to identify the specific ordinance. [REDACTED] concluded, “This incident reflects a troubling pattern where [REDACTED] presents herself and the [REDACTED] as operating without executive oversight or accountability.”

In addition to these memos, [REDACTED] testified

[REDACTED] also raised concern [regarding Mr. Brown’s April 29 comments], and I assured her I would meet with Mr. Brown.

[REDACTED] also contacted the City Attorney and has acted outside of her authority on several occasions, including (i) challenging my authority, (ii) presenting legal interpretations of sensitive matters when she is neither a lawyer nor investigator, and (iii) presenting herself as operating without executive oversight or accountability. [REDACTED] also sought a meeting with me after it was apparently revealed that she provided information to Ms. Hancock. Separately, [REDACTED] was fired in her first few months working for the City.

(Gonzalez Dec. at 2-3 ¶¶ 8-9 (emphasis added).)

Conclusion: [REDACTED] descriptions suggest [REDACTED] attempts to seek additional information and/or encourage compliance with applicable City policies and state law, were identified as “insubordination,” by [REDACTED] Furthermore, requiring “any requests for legal guidance must go through his office,” potentially interferes with City employees’ harassment and improper governmental action reporting rights.

City-Issued Cell Phone

On June 2, 2025, following an executive session, the Mayor moved place [REDACTED] on paid administrative leave, for thirty days. The motion passed. The Mayor directed [REDACTED] to “turn in all city property, including phone, computer, documents this evening.”³

As [REDACTED] walked out of City Hall, [REDACTED] said, “Hey [REDACTED], they need your cell phone and laptop.” [REDACTED] kept walking and said, “I don’t have my phone.”

A short while later, [REDACTED] called and asked [REDACTED] if he would come pick up the phone. When [REDACTED] arrived, [REDACTED] was sitting in his City-owned vehicle and

³ See <https://www.youtube.com/live/qow7jp4bsoQ?si=8eKSmu8PScgU84rH> at 2:30:54.

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handed him the phone. [REDACTED] noticed ordinances and other documents from the Council meeting on the passenger seat. When he asked [REDACTED] for the documents [REDACTED] refused and said, “tell them they can go fuck themselves.”

The city-issued cell phone is PIN – protected, but [REDACTED] claims he “forgot” the PIN. The city-owned phone likely contains public and other records the City is obligated to preserve and retain. However, it cannot access those items because the phone is protected by the forgotten PIN.

“Ben York” Cease and Desist Letters

On Monday, June 16, 2025, Sr. Associate Attorney, Benjamin F. York, sent an email to Sunnyside City Council, on behalf of [REDACTED]. Attached to the email was a nine-page letter threatening litigation against the City and Councilmember Hancock based on her alleged harassment of [REDACTED] (“Legal Demand”).

That same day, Ben York, Attorney at Law, sent Cease-and-Desist letters to Moncia [sic] Niemeyer and Jennifer Martinez (“Cease-and-Desist letters”). The Cease-and-Desist letters demanded the recipients to “immediately cease and desist from publishing and spreading false, defamatory, and damaging statements about [REDACTED] on Facebook, YouTube, and through any other public or private forum,” and demanded they “**Confirm in writing by June 24, 2025**, that you will fully comply with this request.” (emphasis in original). The Cease-and-Desist letters were sent via U.S. Mail – Return Receipt Requested and originated in Pasco, Washington (see postmark below).

Comparing the Ben York, Attorney at Law Cease-and-Desist letters with the Sr. Associate Attorney, Benjamin F. York Legal Demand, reveal multiple inconsistencies including differences in font, letterhead, logo, and signature (see examples below).

I spoke to Mr. York on July 21, 2025, to discuss the Legal Demand and Cease-and-Desist letters. He first informed me that he no longer represented [REDACTED] as the “engagement ended.” He does represent Mr. Brown in the pending anti-harassment litigation Mr. Brown filed against Councilmember Hancock. He confirmed he is in Seattle and his firm does not have a Pasco office. [REDACTED] and Mr. Brown both live in Pasco.

I shared the Cease-and-Desist letter via Zoom so Mr. York could review it during the discussion. When asked about the Cease-and-Desist letters, he said they were “sent out prematurely” and should be “disregarded.” He later said, they resulted from a “miscommunication between attorney and client,” “they were resolved a while ago,” and he could not “speak” to the Cease-and-Desist letters. He refused to say whether it was his signature on the Cease-and-Desist letters and refused to tell me whether he was the one that sent the Cease-and-Desist letters via certified mail.

When I asked [REDACTED] if he reviewed the Cease-and-Desist letters before they were sent, he claimed attorney-client privilege, but did say Ms. Niemeyer “defamed” him.

While asserting attorney-client privilege regarding his review of the Cease-and-Desist letter, he testified, “On or around June 16, 2025, I approved a Legal Demand to be circulated on my behalf

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to the Sunnyside [sic] City Council, detailing the troubling actions of Ms. Hancock, the City, and the council members who have supported her actions.” [REDACTED] Dec. at 4 ¶ 17.)

The inconsistencies, [REDACTED] reluctance to confirm he approved the Cease-and-Desist letter (while testifying he “approve” the Legal Demand, and Mr. York’s refusal to confirm authorship, suggest someone else authored and signed (as “Ben York”) the Cease-and-Desist letter on [REDACTED] behalf. Evidence regarding the true author is inconclusive.

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Firm Logo Comparisons

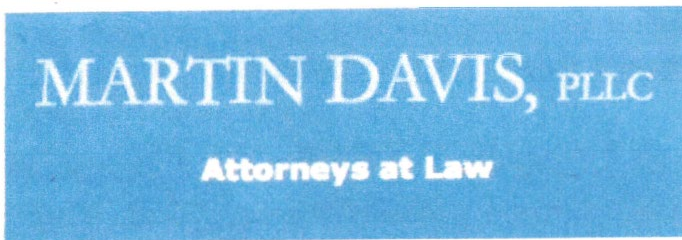
Legal Demand

MartinDavis PLLC

Email to City Council

MartinDavis PLLC

Cease and Desist Letter



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Letterhead and Address Format Comparisons

Legal Demand

Benjamin York
byork@martindavislaw.com

June 16, 2025

Via Email and U.S. Mail

Mayor
Dean Broersma dbroersma@sunnyside-wa.gov

Deputy Mayor
Jorge Galvan jgalvan@sunnyside-wa.gov

Sunnyside Councilmembers

Vicky Frausto vfrausto@sunnyside-wa.gov
Karen Vazquez kvazquez@sunnyside-wa.gov
Julia Hart jhart@sunnyside-wa.gov
Vicki Ripley vripley@sunnyside-wa.gov
Theresa Hancock thancock@sunnyside-wa.gov

City Clerk
Jacqueline Renteria jrenteria@sunnyside-wa.gov

City Attorney
Quinn Plant qplant@mjbe.com
Julie Norton jnorton@omwlaw.com

Claims Manager
Harlan Stientjes harlans@wciapool.org

Dear Sunnyside Councilmembers and interested parties.

Cease and Desist Letter

Ben York

Attorney at Law
Martin Davis PLLC
1200 Westlake Ave N #802
Seattle, Washington 98109
Phone: 206-906-9346

June 16, 2025

Moncia Niemeyer
223 Wine Country Rd,
Grandview, WA 98930
VIA U.S. MAIL – RETURN RECEIPT REQUESTED

RE: Cease and Desist from Defamatory Publications

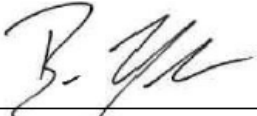
Dear Ms. Niemeyer,

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Signature Comparisons

Legal Demand

Martin Davis, PLLC



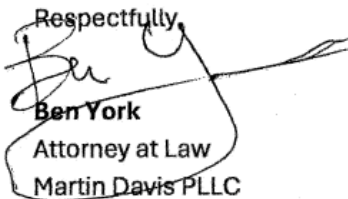
Benjamin York
Sr. Associate Attorney

Email to City Council

Benjamin F. York
Sr. Associate Attorney
206-906-9346 ext. 2
Byork@MartinDavisLaw.com

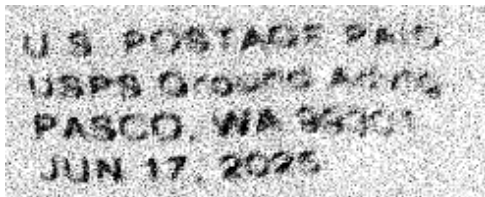
Cease and Desist Letter

Respectfully,



Ben York
Attorney at Law
Martin Davis PLLC

Cease and Desist Postmark (Pasco, WA)



Confidential Employee Investigative Report Exemption Log

Bates Number	Document Type	Family Date	Subject	Email From	Email To	Email Recipients	Privilege Note
Sunnyside_0001- Sunnyside_0026	Pdf	9/6/2025 9:42 AM					Redacted content tagged "Employee Investigation - RCW 42.56.250" are the names, titles, and other identifying information of complainants, accusers, or witnesses in investigative records compiled by an employing agency in connection with an investigation of a possible unfair practice under chapter 49.60 RCW or of a possible violation of other federal, state, or local laws or an employing agency's internal policies prohibiting discrimination or harassment in employment. Such information is exempt from disclosure pursuant to RCW 42.56.250(1)(f). Redacted content tagged "Whistleblower RCW 42.41" is the identity of a local government employee who made a good-faith report of alleged improper governmental actions of local government officials and employees, as those terms are defined at RCW 42.41.020, and exempt from disclosure pursuant to RCW 42.41.030(7).