

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is entered into by the Plaintiffs identified below and Defendant Yakima County in settlement of *Reyes v. Ross, et al*, No. 4:21-cv-05075-MKD (“the Lawsuit”).

A. IDENTITY OF PARTIES

1. Plaintiffs

- i. Jesse Reyes
- ii. Daniel Reynoso
- iii. League of United Latin American Voters (“LULAC”)
- iv. Latin Community Fund (“LCF”)

2. Individual Defendants

The Parties acknowledge that certain officials named in this action as Defendants have left office since the Lawsuit began, and therefore their successors automatically assumed their role in the litigation. The individual Defendants listed below reflect the current persons holding office:

- i. Charles Ross, in his official capacity as Yakima County Auditor and Canvassing Review Board Member;
- ii. Joseph A. Brusic, in his official capacity as Yakima County Prosecutor and Canvassing Review Board Member;
- iii. LaDon Linde, in his official capacity as Yakima County Commissioner and Canvassing Review Board Member.

3. Defendants In Interest

The Individual Defendants have been named in this Lawsuit in their official capacities. Accordingly, the Parties agree that the Defendant in interest is Yakima County.

4. Parties

Individually, each Plaintiff and Defendant Yakima County constitute a Party to this Settlement Agreement (“Agreement”). Together, the Plaintiffs and Yakima County constitute the Parties to the Agreement. Individual Defendant Charles Ross, in his capacity as an independently elected county official, is also a signatory to this Agreement in order to effect certain of the settlement terms specified in Section C.

B. RECITALS

1. Plaintiffs filed their Second Amended Complaint against Yakima County, and two other counties, in the Eastern District of Washington, No. 4:21-CV-05075-MKD, alleging certain violations of the Voting Rights Act, 42 U.S.C. §§ 1983 and 1988, and the First, Fourteenth, and Fifteenth Amendments of the United States Constitution, and seeking declaratory and injunctive relief regarding the counties’ application of Washington’s signature verification statutes, RCW 29A.40.110(3) and RCW 29A.60.165(2).

2. Yakima County denies that its application of the signature verification statutes violates the Voting Rights Act or the Constitution and disclaims any liability under the claims made in the Lawsuit.

3. On July 17, 2023, the Parties engaged in mediation with Judge Alexander C. Ekstrom of the Eastern District of Washington. After mediation concluded with Judge Ekstrom, the Parties continued litigation and subsequently reached an agreement in principle to settle all claims and causes of action related to the Lawsuit upon the terms and conditions described in this agreement.

4. The Parties notified Judge Dimke of their agreement in principle on November 3, 2023, and stated that they expected to file a stipulated dismissal with prejudice of the entire action within 30 days.

5. On November 6, 2023, Judge Dimke entered an Order striking all pending deadlines in the Lawsuit. Judge Dimke further ordered the Parties to file a joint status report or a stipulated motion for dismissal on or before December 6, 2023.

C. SETTLEMENT TERMS

In consideration of the Plaintiffs dismissing with prejudice the Lawsuit against Yakima County,

1. Defendant Ross shall require signature verification training for county auditor election staff, alternates, and designees every two years. Defendant Ross will also require county auditor election staff to receive training before participating in the signature verification process. The training may be offered by the State of Washington, a private entity, or by documented internal county-provided training.

2. Defendant Ross shall require cultural competency training for county auditor election staff every two years.

3. Defendant Ross shall require Yakima County ballot materials to include an insert or language on the ballot security sleeve that describes the signature verification requirement and cure process, as Yakima already provides. The insert or ballot sleeve will also include language that points voters to VoteWA's available processes for checking the status of ballots. The Parties acknowledge that Yakima County has already submitted its ballot materials through the November 2023 general election. This provision therefore will not go into effect until the first election to occur in 2024. Plaintiffs acknowledge that Defendant Ross will comply with this provision to the extent the terms do not conflict with any future requirements set by the State of Washington or Secretary of State for ballot materials.

4. Yakima County's website shall describe the signature verification requirement and cure process, as Yakima County already provides.

5. Yakima County's website shall include links to Spanish-language voter registration form and signature update forms, as Yakima County already provides.

6. Defendant Ross shall require the signature update form used by his election office to include the following language: "We want to make sure we count your vote. We received your ballot and determined that the signature does not match the signature on the registration file. Please complete and return this form to update your signature on file with the County." The signature update form should be provided in English and Spanish, as Yakima County already provides. Plaintiffs acknowledge that Defendant Ross will comply with this provision to the extent the terms do not conflict with any future requirements set by the State of Washington or Secretary of State regarding required language on the signature update form.

7. Within one week of the effective date of this Agreement or earlier, Yakima County will pay \$75,000 to Plaintiffs for their attorneys' fees and costs.

8. Within one week of the effective date of this Agreement or earlier, Plaintiffs will dismiss the Lawsuit against Yakima County with prejudice. Plaintiffs will not seek additional attorneys' fees or costs against Yakima County for settling this action.

D. OTHER TERMS AND CONDITIONS

1. No Admission of Liability. Yakima County denies liability for any and all claims and allegations made in connection with the Lawsuit. The Parties to this Agreement understand that, by execution of this Agreement, Yakima County does not acknowledge or admit to any liability, culpability, or responsibility for any acts or omissions concerning the subject matter of the Lawsuit, and that this Agreement is entered into solely for the purpose of resolving the dispute without resort to further litigation and is in no way to be construed as, and is in fact not, an admission or agreement as to liability or responsibility by Yakima County for any claims, harms, or damages alleged by Plaintiffs.

2. Non-Disparagement. The Parties agree that no Party shall make any disparaging statements or representations, either directly or indirectly through others including legal counsel, whether orally or in writing, by word or gesture, to any person or entity, about the other Party or any of its officers, employees, attorneys, agents, or representatives. For purposes of this paragraph, a disparaging statement or representation is any communication which, if publicized to another, would cause or tend to cause the recipient of the communication to question the operations, integrity, competence, or good character of the person or entity to whom the communication relates. Nothing herein will prevent any Party from communicating with any government entity or testifying truthfully if required to do so by compulsory legal process.

3. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington in effect as of the effective date of the Agreement and according to its fair meaning as though prepared by all Parties.

4. Warranty of Authority to Settle. Each of the undersigned has entered into this Agreement voluntarily and not in reliance upon any covenant,

representation, warranty, consideration, or inducement not expressly recited herein. Each of the individuals signing this Agreement on behalf of a Party warrants that they have the authority to sign the Agreement and therefore bind the Party on whose behalf they sign.

5. Voluntary Agreement. The Parties represent and declare that they have read and fully understand the terms of this Agreement and its consequences have been completely explained to them by their legal counsel, and they are freely and voluntarily signing this Agreement.

6. Parties Bound. This Agreement shall benefit, and be binding on, the heirs, successors, and assigns of the Parties.

7. Amendment. This Agreement may be amended only in writing, mutually executed by all Parties (or their successors-in-interest at the time of the modification).

8. Integration. This written Agreement contains the entire understanding between the Parties in connection with the subject matter, and it supersedes and replaces all prior negotiations, agreements, or representations, whether oral or written. Each party acknowledges that no other party, or any agent or attorney of any party, has made any promise, representation, or warranty whatsoever, expressed or implied, not contained herein, concerning the subject matter hereof, to induce it to execute this Agreement, and each party acknowledges that it has not executed this document in reliance on any promise, representation or warranty not contained herein.

9. Partial Invalidity. If any provision or any part of any provision of this Agreement is for any reason deemed invalid, unenforceable, or contrary to public policy, law, statute, and/or regulation, then the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.

10. No Construction against Author. This Agreement shall be construed without regard to the person or entity who drafted it, as if all Parties had participated equally in its drafting.

11. Multiple Copies and Facsimile Signatures. This document may be executed in counterparts. Each party may sign an individual signature page. PDFs, electronic signatures, facsimile documents, and signature pages shall be tantamount to originals in every respect.

12. Effective Date. This Agreement shall be effective when all Parties to the Agreement have affixed their signature to the document and upon the last date signed.

Multiple Signature Pages Follow

PLAINTIFFS

JESSE REYES

By: *Jesse Reyes*

Date: 11 / 27 / 2023

DANIEL REYNOSO

By: _____

Date: _____

LEAGUE OF UNITED LATIN AMERICAN VOTERS

By: _____

Date: _____

LATINO COMMUNITY FUND

By: _____

Date: _____

12. Effective Date. This Agreement shall be effective when all Parties to the Agreement have affixed their signature to the document and upon the last date signed.

Multiple Signature Pages Follow

PLAINTIFFS

JESSE REYES

By: _____

Date: _____

DANIEL REYNOSO

By: *DRE*

Date: _____

11 / 16 / 2023

**LEAGUE OF UNITED LATIN
AMERICAN VOTERS**

By: _____

Date: _____

LATINO COMMUNITY FUND

By: _____

Date: _____

12. Effective Date. This Agreement shall be effective when all Parties to the Agreement have affixed their signature to the document and upon the last date signed.

Multiple Signature Pages Follow

PLAINTIFFS

JESSE REYES

By: _____

Date: _____

DANIEL REYNOSO

By: _____

Date: _____

**LEAGUE OF UNITED LATIN
AMERICAN VOTERS**

By: *Gabriel Portugal*

Date: 11 / 15 / 2023

LATINO COMMUNITY FUND

By: _____

Date: _____

12. Effective Date. This Agreement shall be effective when all Parties to the Agreement have affixed their signature to the document and upon the last date signed.

Multiple Signature Pages Follow

PLAINTIFFS

JESSE REYES

By: _____

Date: _____

DANIEL REYNOSO

By: _____

Date: _____

**LEAGUE OF UNITED LATIN
AMERICAN VOTERS**

By: _____

Date: _____

LATINO COMMUNITY FUND

By: *Lilliaue Ballesteros*

Date: *11 / 16 / 2023*

DEFENDANTS

**YAKIMA COUNTY BOARD OF
COMMISSIONERS**

By:

Date:

**CHARLES ROSS, YAKIMA
COUNTY AUDITOR**

By:

Date:

DEFENDANTS

**YAKIMA COUNTY BOARD OF
COMMISSIONERS**

By:

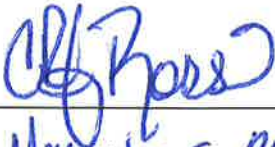


Date:

DEC 01 2023

**CHARLES ROSS, YAKIMA
COUNTY AUDITOR**

By:



Date:

November 29, 2023