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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA**

The Navajo Nation, et al.,

Plaintiffs,

v.

Katie Hobbs, et. al.,

Defendants.

No. CV-18-08329-PCT-DWL

**JOINT NOTICE OF SETTLEMENT
AGREEMENT AND STIPULATION
OF DISMISSAL WITH PROPOSED
ORDER**

Pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii), the Plaintiffs (the Navajo Nation, Joyce Nez, Denise Johnson, Ashley Atene Sr., Irene Roy, Bonnie Tsosie, and Dale Smith), and Coconino County Defendants County Recorder Patty Hansen, County Elections Director Thad Hall, the County Board of Supervisors, and the County Board of Supervisors Chairman Art Babbott (collectively, the “Parties”), notify the Court that the attached Settlement Agreement (“Agreement”) has been reached regarding the Plaintiffs’ claims against the Coconino County Defendants. The Parties hereby stipulate to and request an order dismissing with prejudice the claims against Defendants (“Proposed Order”), subject to the

1 terms of the Agreement.

2 The Parties' Agreement contemplates that this Court, through its Order, expressly
3 retain jurisdiction to oversee compliance over two sections of the Agreement, Section A and
4 Section F, as authorized by the Supreme Court in *Kokkonen v. Guardian Life Ins. Co. of Am.*,
5 511 U.S. 375 (1995). Under Section A, the "In-Person Early Voting Polling Places" section,
6 the Defendants shall provide early voting locations on the Navajo Reservation. Under
7 Section F, the "Curing Signatures" section, Defendants shall allow a voter to cure an unsigned
8 ballot. These duties last for a period of three years, through the 2022 General Election, and
9 the entire Agreement expires on December 31, 2022.¹ See Agreement, § R. The Parties agree
10 that the provisions in the Agreement are fair, limited in scope, and reasonable, which warrants
11 the Court retaining jurisdiction. See *United States v. Oregon*, 913 F.2d 576, 580 (9th Cir.
12 1990).

13 The Parties respectfully request that the Court enter the Proposed Order filed
14 concurrently herewith dismissing Plaintiffs' claims against Defendants and retaining
15 jurisdiction under Section A and Section F to resolve any and all disputes arising under these
16 sections of the Agreement. The Parties further stipulate that each Party shall bear its own
17 costs and attorneys' fees.

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27 ¹ Federal courts have the power to retain jurisdiction "over a number of years" following a
28 dismissal order. See *Brass Smith, LLC v. RPI Indus., Inc.*, 827 F. Supp. 2d 377, 383 (D.N.J.
2011).

Respectfully submitted this 11th day of September, 2019.

SACKS TIERNEY P.A.

By: s/ Patty A. Ferguson-Bohnee

Patty A. Ferguson-Bohnee

Judith M. Dworkin

Joe Keene

and

Paul Spruhan

NAVAJO NATION DEPARTMENT OF
JUSTICE

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Attorneys for Coconino County Officials

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CERTIFICATE OF SERVICE

I hereby certify that on September 11, 2019, I electronically transmitted the foregoing
JOINT NOTICE OF SETTLEMENT AGREEMENT AND STIPULATION OF
DISMISSAL WITH PROPOSED ORDER to the Clerk's Office using the CM/ECF System
for filing.

s/ Rebecca C. Urias

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