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

The Navajo Nation, et al.,

Plaintiff,

v.

Katie Hobbs, et al.,

Defendant.

No. CV-18-08329-PCT-DWL

**JOINT NOTICE OF SETTLEMENT
AGREEMENT AND STIPULATION TO
DISMISS**

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 Navajo County Defendants (County Recorder Doris Clark, County Elections Director Rayleen Richards, the County Board of Supervisors, and the County Board of Supervisors Chairman Jesse Thompson) (collectively, the “Parties”), notify the Court that the attached Settlement Agreement (“Agreement”) has been reached regarding the Plaintiffs’ claims against the Navajo County Defendants. The Parties hereby stipulate

1 to and request an order dismissing with prejudice the claims against Defendants (“Proposed
2 Order”), subject to the terms of the Agreement.

3 The Parties’ Agreement contemplates that this Court, through its Order, expressly
4 retain jurisdiction to oversee compliance over the Agreement, as authorized by the Supreme
5 Court in *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375 (1995). There are five
6 duties under the Agreement. Under Section A, the “In-Person Early Voting Sites” section,
7 the Navajo County Defendants shall establish early voting locations on the Navajo
8 Reservation. Under Section B, the “Navajo Interpreters” section, the Navajo County
9 Defendants (1) will continue to provide Navajo translators at each polling place and will
10 continue to prepare an interpreter’s guide for Navajo language interpreters, (2) will ensure
11 that each polling place has an individual qualified to provide Navajo language assistance,
12 and (3) will use a trained Navajo interpreter to train poll workers on election procedures
13 and processes. Under Section C, the “Radio, Video, and Voter Registration
14 Advertisements” section, the Navajo County Defendants shall (1) provide timely radio
15 advertisements in the Navajo language on election topics, (2) provide video advertisements
16 and distribute these advertisements to the Navajo Chapter Houses, and (3) provide voter
17 registration information to newspapers, the Navajo Chapter Houses, and senior citizens’
18 centers on the Navajo Reservation. Under Section D, the “Voter Registration Plan” section,
19 the Navajo County Defendants will develop a voter registration plan in consultation with
20 the Navajo Nation. Under Section E, the “Curing Signatures” section, the Navajo County
21 Defendants will continue the practice of allowing a voter to cure an unsigned early ballot
22 and will follow the provisions in the Election Procedures Manual regarding curing ballots
23 after the closing of the polls. The Parties request that the Court retain jurisdiction over this
24 Agreement, *see* Agreement, § G, through the 2022 General Election up until December 31,
25 2022, which is the duration of the Agreement.¹ *See* Agreement, § Q. The Parties agree that

26
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).

1 the provisions in the Agreement are fair, limited in scope, and reasonable, which warrants
2 the Court retaining jurisdiction. *See United States v. Oregon*, 913 F.2d 576, 580 (9th Cir.
3 1990).

4 The Parties respectfully request that the Court enter the Proposed Order filed
5 concurrently herewith dismissing Plaintiffs' claims against Defendants and retaining
6 jurisdiction under the Agreement to resolve any and all disputes arising under these
7 sections of the Agreement. The Parties further stipulate that each Party shall bear its own
8 costs and attorneys' fees.

9 DATED this 10th day of October, 2019.

10 SACKS TIERNEY P.A.

11
12 By: s/ Patty A. Ferguson-Bohnee

13 Patty A. Ferguson-Bohnee
14 Judith M. Dworkin
15 Joe Keene

16 and

17 Paul Spruhan
18 NAVAJO NATION DEPARTMENT OF
19 JUSTICE
20 *Attorneys for the Plaintiffs*

21 By: s/ Jason Moore

22 Jason Moore
23 Navajo County Deputy County Attorney
24 *Attorney for Navajo County Defendants*
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26
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CERTIFICATE OF SERVICE

I hereby certify that on October 10, 2019, I electronically transmitted the foregoing
JOINT NOTICE OF SETTLEMENT AGREEMENT AND STIPULATION TO DISMISS
to the Clerk's Office using the CM/ECF System for filing and transmittal of a Notice of
Electronic Filing to the following CM/ECF registrants:

s/ Rebecca C. Urias