

SETTLEMENT AGREEMENT

Pascua Yaqui v. Rodriguez (Case No. CV-20-00432-TUC-JAS, U.S. District Court, District of Arizona, Tucson Division)

This Settlement Agreement (hereinafter "Agreement") is entered effective signature date set forth below, between Pima County Recorder Gabriella Cázares-Kelly, in her official capacity (hereinafter "Recorder" or "Defendant"), and Pascua Yaqui Tribe, on their own and on behalf of their members (hereinafter "Tribe" or "Plaintiff").

1. **Background**

Plaintiff commenced an action against Defendant's predecessor-in-interest on October 11, 2020 alleging that the prior Recorder's refusal to establish an in-person early voting location in New Pascua on the Pascua Yaqui Reservation (hereinafter "Reservation") violated Section 2 of the Voting Rights Act and deprives tribal residents of their right to vote under the First and Fourteenth Amendments of the U.S. Constitution, which Defendant denies. Doc. 1, 24. The Court dismissed Plaintiff's Complaint without prejudice and with leave to file an amended complaint by August 31, 2021, dismissed Defendant's Motion to Dismiss without prejudice with leave to file a new motion if Plaintiff files an amended complaint, and ordered the parties to confer about further litigation in this case. Doc. 44.

2. **Costs and Attorney's Fees**

Plaintiff and Defendant shall each bear their own respective attorney's fees and costs.

3. **Settlement Agreement**

Counsel for the parties shall file with the Court for approval a proposed Joint Stipulation of Voluntary Dismissal, which is attached hereto as Exhibit A. The terms of the Agreement and

Stipulation attached as Exhibit A form part of the basis of the bargain between the parties and are material to this settlement. In exchange for an Order of Dismissal, the parties stipulate to the following:

- a. The Recorder agrees to establish an in-person early voting location in New Pascua on the Pascua Yaqui Reservation for every statewide primary and general election taking place between the date of the agreement and December 31, 2024, at which time this Agreement will expire and the Recorder's obligations thereunder will be deemed satisfied in full.
- b. The Recorder and the Tribe will work together to identify a suitable and mutually acceptable in-person early voting location by the end of February 2022.
- c. The Recorder will staff an early ballot drop box location during the early voting period at the designated in-person early voting location during the business hours the in-person early voting location is open.
- d. The Recorder does not currently use unstaffed early ballot drop boxes in the County. In the event that the Recorder implements unstaffed early ballot drop box locations in the County before December 31, 2024, the Recorder will also establish an unstaffed early ballot drop box on the Reservation. In that event, the preceding paragraph in Section 3(c) will no longer be binding and the Recorder and the Tribe will work together to identify a suitable and mutually acceptable unstaffed early ballot drop box location on the Reservation.
- e. The Recorder's outreach staff for the Tribe will meet with the Tribe on a quarterly basis in the 12-month period leading up to an election to encourage voter engagement on the Reservation.

4. Approval by Tribal Council

This Agreement shall not be effective until it is approved by the Tribal Council for the Tribe, and executed by all of the parties hereto. With respect to the signature blocks for the Tribe's representatives below, the tribal representatives certify by signing that this Agreement has been presented to and approved by the Tribal Council.

5. Severability

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid, the validity of the remaining terms and provisions are not affected, and the rights and obligations of the parties will be construed and enforced as if the agreement did not contain the particular term or provision held to be invalid.

6. Applicable Law

This Agreement shall be governed by the laws of the State of Arizona. The parties agree, however, that the United States District Court for the District of Arizona, Tucson Division shall have supplemental jurisdiction to enforce the Agreement.

7. Merger and Modification

This Agreement, including attached exhibits, constitutes the entire agreement between the parties. There are no understandings, oral or written, not specified within this Agreement.

8. Counterparts

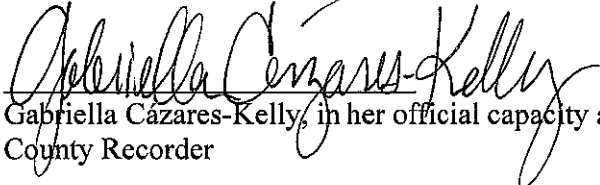
This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement, it being understood that all parties need not sign the same counterpart. In the event that any signature is delivered by facsimile,

email, or other electronic form, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

Dated this ____ day of August, 2021.

Peter Yucupicio, Chairman of the Pascua Yaqui Tribal
Council, on behalf of the Pascua Yaqui Tribe

Dated this 12 day of August, 2021.



Gabriella Cazares-Kelly, in her official capacity as Pima
County Recorder