

W. Gregory Kelly
Chad O. Abeyta
KELLY & ASSOCIATES, PC
10400 Academy Rd. NE, Suite 310
Albuquerque, NM 87111
tel: (505) 296-9400
fax: (505) 296-9401
wgk@kellylaw.us
coa@kellylaw.us

*Attorneys for Plaintiff
Kayenta Township Commission*

**IN THE DISTRICT COURT OF THE NAVAJO NATION
JUDICIAL DISTRICT OF KAYENTA**

KAYENTA TOWNSHIP COMMISSION, on its)
own behalf and on behalf of the Kayenta Township,)

Plaintiff,)

No. KY-CV-100-2016 (CV)

v.)

ANDRE CORDERO, ERMAS CLAW PARRISH,)
and SELINA BEGAY, Jointly and Severally,)

Defendants.)

KAYENTA TOWNSHIP COMMISSION, on its)
own behalf and on behalf of the Kayenta Township,)

Plaintiff,)

No. KY-CV-017-2019 (CV)

v.)

SHEILA SELLS f/k/a SHEILA DENNY,)

Defendant.)

STIPULATION AND ORDER OF SETTLEMENT

IT IS HEREBY STIPULATED AND AGREED TO BY ALL OF THE PARTIES TO THESE CONSOLIDATED ACTIONS AND SO ORDERED BY THE COURT THAT THESE CONSOLIDATED ACTIONS ARE SETTLED AS STATED HEREIN AND IN THE ACCOMPANYING CONSENT JUDGMENT.

I. THE COMPLAINTS

The Complaint in the *Cordero* action is against Defendants Andre Cordero ("Cordero"), Ermas Claw now known as Ermas Parrish ("Claw"), and Selena Begay ("Begay"). The Complaint makes claims for breach of fiduciary duty to Plaintiff, fraud, constructive fraud, conversion, aiding and abetting conversion, and civil conspiracy to commit conversion and fraud. The Complaint requests compensatory damages, punitive damages, accountant's fees, and attorneys' fees. The total of those amounts today is over \$2,000,000. Cordero hereby admits liability for all of the claims in the *Cordero* Complaint.

The Complaint in the *Denny* action is against Defendant Sheila Denny now known as Sheila Sells ("Denny"), a former Accounting Maintenance Specialist of the Township. The Complaint alleges claims for breach of fiduciary duty, for aiding and abetting breach of fiduciary duty, and for civil conspiracy to commit breach of fiduciary duty. The Complaint seeks a declaratory judgment, compensatory damages, punitive damages, and other appropriate relief.

Cordero hereby admits liability for all of the claims in the *Denny* Complaint.

The accompanying Consent Judgment is against only Cordero because Claw, Begay, and Denny have settled with Plaintiff and Plaintiff will not seek a judgment against them unless they breach their settlement agreements.

II. THE FACTS

Plaintiff's Exhibits ("Pl. Ex.") 1-53 are admitted in evidence based on the Court's February 29, 2024 Order. Cordero admits that the evidence, including Plaintiff's Exhibits 1-53 and the testimony of Plaintiff's witnesses, would prove the following facts if these consolidated actions were tried by the Court.

The Township is a home rule municipality and political subdivision of the Navajo Nation, governed by the Commission, which has the "duty, authority, and responsibility to perform all functions necessary for local self-government," consistent with applicable Navajo and federal law. *See* 2 N.N.C. §§ 4083, 4084.

Cordero was the Chair of the Commission from January 2011 through August 22, 2011. He resigned from the Commission to become the Town Manager of the Township beginning on August 23, 2011. *See* Pl. Ex. 25. He resigned as Town Manager effective January 3, 2015. *See* Pl. Ex. 37.

Soon after he had become Town Manager, Cordero began to breach his fiduciary duty as Town Manager and a *Naat'áanii* by conspiring with Begay, then Accounting Manager, and Natalie Joseph ("Joseph") and Claw, both then accounts payable clerks, to steal Township money.

On January 26, 2015, Gabriel Yazzie ("Yazzie"), Interim Town Manager of the Township, contacted Stephen F. Ward, P.C. ("Ward") to inform Ward that an employee of the Township had alleged that misappropriations of financial assets had been made by former Town Manager Cordero and then-Accounting Manager Begay. *See* Pl. Ex. 1. After examining documents, Ward concluded there had been misappropriations of Township money. *See* Pl. Ex. 1.

By September 27, 2016, Ward concluded Cordero's scheme had several parts, each involving one or more co-conspirators. *See* Pl. Ex. 2, pp. 1-2.

A. Theft of Cash by Writing Checks to Employees Who Claimed to be Paying Township Vendors

Cordero's fraudulent scheme began with theft of cash by writing checks to employees who claimed to be paying Township vendors. Cordero wrote checks to Township employees purportedly so they could pay Township vendors, but those employees did not make such payments. *See* Pl. Ex. 2, p. 1 and Pl. Ex. 3. For example, on December 13, 2011, Cordero signed a check for \$2,000 payable to Joseph and told her to cash it and give him the cash. She did as she was told.

On January 12, 2012, Cordero signed a check for \$4,000 payable to Claw and told her to cash it and give him the cash. She did as she was told. Cordero also signed checks payable to Begay and told her to cash them and give him the cash. She did as she was told.

Carol Todecheene ("Todecheene"), the Chair of the Commission, or other Commission members signed checks payable to Cordero, which he cashed and kept the proceeds of, although Todecheene and other Commissioners members did not know he was doing that.

This part of Cordero's scheme resulted in theft of \$21,047 in fiscal year ("FY") 2012, \$18,500 in FY 2013, \$50,136.24 in FY 2014, and \$4,100 in FY 2015, for a total of \$93,783.24. *See* Pl. Ex. 2, p. 1 and Pl. Ex. 3.

B. Theft of Cash from Sanitary Waste Enterprise Fund

Cordero's theft also involved theft of cash from the Sanitary Waste Enterprise Fund. For example, on February 27, 2012, Cordero signed a check for \$1,000 payable to Claw and coded to Landfill Dumping Fees in the General Ledger. Cordero told Claw to cash the check and give him the cash. She did as she was told. *See* Pl. Ex. 4. This part of Cordero's fraudulent scheme resulted

in theft of \$2,000 in FY 2012, \$9,600 in FY 2013, and \$29,000 in FY 2014, for a total of \$40,600.

See Pl. Ex. 2, pp. 1-2 and Pl. Ex. 3.

C. Submitting Falsified Expense Reports

Cordero's theft also involved submitting falsified expense reports by him and other conspirators. This part of Cordero's fraudulent scheme resulted in theft of \$5,962.50 in FY 2012, \$19,512.45 in FY 2014, and \$4,150.42 in FY 2015, for a total of \$29,625.37. *See* Pl. Ex. 2, p. 2 and Pl. Ex. 3.

D. Employee Compensation Fraud

Cordero's theft also involved payment of bonus compensation to his conspirators while they were conspiring with Cordero to steal Township money. Also, Begay was paid compensatory and overtime compensation, which was not authorized by Township policy for exempt employees like Begay.

Cordero signed all these bonus checks for his co-conspirators, *see* Pl. Ex. 4, pp. 10, 13, 14, 27, 30, 38, 41, 59, 66, 67, 83, and 85, and authorized the compensatory time and overtime payments to Begay, *see* Pl. Ex. 4, pp. 82 and 85.

When Cordero made those bonus payments to his co-conspirators, the Township employee handbook stated regarding bonuses: "Annual merit-based salary pay and adjustments may be awarded in recognition of superior employee performance." Pl. Ex. 13, p. 17.

This employee compensation fraud amounted to \$10,300 in FY 2012, \$7,000 in FY 2013, \$18,968.82 in FY 2014, and \$7,500 in FY 2015, for a total of \$43,768.82. *See* Pl. Ex. 2, p. 2, and Pl. Exs. 3 and 4.

E. Credit Card Fraud

Cordero's theft also involved credit card fraud. Cordero used the Township's Wells Fargo Visa card to pay \$23,636 to American Fence for fencing at his residence. Cordero and Begay used the Township's Wells Fargo Visa card to pay \$14,198.35 to American Home Furniture for furniture for each of their residences. The total amount of this credit card fraud was \$37,834.35. *See* Pl. Ex. 2, p. 2, Pl. Ex. 3, and Pl. Ex. 5 Tabs 3 and 4.

E. Purchase of Personal Goods with Kayenta Township Operating Checking Account

Cordero's theft also involved his purchase of personal goods with the Township operating checking account. Cordero used the Township operating checking account to pay \$10,912.38 to American Home Furniture for furniture for his residence and to pay Lake Powell Realty \$2,200 for rental of a house for his personal use in Page, Arizona. The total amount of these checks was \$13,112.38. *See* Pl. Ex. 2, p. 2, Pl. Ex. 3, Pl. Ex. 4, p. 115, and Pl. Ex. 5 Tabs 4 and 7.

G. Forged Settlement and Release Agreement with Denny

Cordero's theft also involved signing a Settlement and Release Agreement with Denny ("Denny Agreement"), forging Todecheene's signature on the Denny Agreement, and paying Denny \$38,400 in Township funds as hush money to prevent her from reporting his theft to the Office of Navajo Labor Relations ("ONLR"), which she had threatened to do just before she resigned. *See* Pl. Ex. 5 Tab 11. Cordero has claimed Todecheene, Commission Chair when Cordero was Town Manager, authorized and signed the Denny Agreement. But Todecheene would testify at trial that she never authorized the Denny Agreement and the signature on her signature line is either not her signature or was obtained from her by Cordero for a different document. *See*

Pl. Exs. 6 and 7. Cordero forged her signature on the Denny Agreement. This is one example of many forgeries by Cordero.

H. Forged Employment Agreements

Cordero's theft also involved his forgery of Todecheene's signature on Employment Agreements in 2011 and 2014, which stated he was entitled to 340 hours of annual leave each year and 220 hours of sick leave each year. *See* Pl. Exs. 26 and 27.

Cordero used the forged Employment Agreements to compute he was entitled to a total of 1915 total hours of annual leave and sick leave from August 23, 2011 through January 3, 2015, *see* Pl. Ex. 43, and he received liquidated leave payments in the total amount of \$83,496.39 under the forged Employment Agreements. *See* Pl. Exs. 11, 15-24.

Todecheene would testify at trial the signatures on the forged 2011 and 2014 Employment Agreements are not her signatures. She would also testify several other signatures purportedly made by her on checks and other documents are not her signatures. Forgery was part of Cordero's fraudulent scheme.

I. Fraudulent Mileage Reimbursements

Cordero's theft also involved his receipt of \$21,000 of unauthorized payments for mileage reimbursements. *See* Pl. Ex. 24. Todecheene would testify at trial the Commission never authorized such payments of \$500 per month to Cordero for mileage reimbursements.

J. Total Amount of Fraud

Cordero and his co-conspirators stole \$401,620.55 of Township money. *See* Pl. Exs. cited above.

K. The Cover-Up

Cordero covered up his theft of Township money until his resignation on January 3, 2015, including by giving false information to Ward in an email and a letter on December 11, 2014. *See* Pl. Exs. 8 and 9. Plaintiff first learned the facts regarding Cordero's theft on January 12, 2015, when Joseph gave Plaintiff information about such theft. *See* Pl. Ex. 5 Tab 9. Ward first learned those facts on February 4, 2015, when he interviewed Joseph. *See* Pl. Ex. 5 Tab 10. Plaintiff could not have learned those facts before January 12, 2015, and Ward could not have learned those facts before February 4, 2015 because Cordero had covered up his theft until his resignation. *See* Pl. Exs. 8 and 9.

The evidence at trial would show Denny knew of Cordero's theft and breached her fiduciary duty to Plaintiff by failing to report his theft to the Commission during her employment. Denny also breached her fiduciary duty when she joined the other defendants' conspiracy to breach their fiduciary duty by accepting a \$1,500 bonus payment on December 15, 2014 and signing the Denny Agreement and receiving the \$38,400 hush money payment from Cordero. *See* Pl. Exs. 6 and 7. The Denny Agreement, on which Cordero forged Todecheene's signature, and these payments to Denny were part of Cordero's cover-up.

III. LAW

Cordero hereby consents to all of the following Conclusions of Law in this Section III of this Stipulation and Order of Settlement.

A. Plaintiff Would Prove at Trial All of the Elements of Each of its Claims for Relief against Cordero in these Consolidated Actions.

1. Count One: Breach of Fiduciary Duty

Plaintiff would prove at trial all of the elements of Count One for Breach of Fiduciary Duty. The elements of breach of fiduciary duty are (1) existence of a fiduciary duty, (2) breach of that duty, and (3) proximate causation of damages from such breach. *See John E. Shaffer Enterprises v. City of Yuma*, 183 Ariz. 428, 432, 904 P.2d 1252, 1256 (Ariz. Ct. App. 1995); 7 N.N.C. § 204 (any matters not addressed by Navajo law or federal law “may be decided according to comity with reference to the laws of the state in which the matter in dispute may have arisen.”); *see Jensen v. Giant Indus.*, 8 Nav. R. 203, 210-11 (Nav. Sup. Ct. 2002) (citing Arizona case law for “general American principles of premises liability law.”). Cordero was Town Manager and a *Naat’áanii* of the Township and its people and, as such, owed a fiduciary duty to Plaintiff, he breached that duty, and that breach proximately caused damages to Plaintiff.

It is a fundamental principle of Navajo government that public funds cannot be used for private purposes, *see Nelson v. Initiative Committee to Reduce Navajo Nation Council*, No. SC-CV-03-10, slip op. at 25 (Nav. Sup. Ct. June 2, 2010), and that all public officials in the Navajo Nation, as *Naat’áanii*, have a fiduciary responsibility to execute the trust the Navajo people have placed with them in the administration of government, *e.g., Thinn v. Navajo Generating Station*, Nos. SC-CV-25-06, SC-CV-26-06, slip op. at 7 (Nav. Sup. Ct. Oct. 19, 2007); *see Navajo Nation Oil and Gas Co. v. Window Rock Dist. Court and Robert Joe, Real Party in Interest*, No. SC-CV-25-14, slip op. at 4 (Nav. Sup. Ct. June 20, 2014) (officers of tribal enterprise “are in positions of *naat’áanii* as caretakers of assets of immense value to the Navajo People” with a “duty of trust”).

Cordero breached his fiduciary duty by stealing Township money through his fraudulent scheme, including (1) vendor fraud in which he received cash proceeds of fraudulent checks; (2) Sanitary Waste Fund fraud in which he received cash proceeds of fraudulent checks; (3) travel expense reports fraud in which he and his co-conspirators received cash based on false travel expense documents; (4) employee compensation fraud in which he approved fraudulent compensation for his co-conspirators Claw, Begay, and Joseph; (5) credit card fraud in which he and his co-conspirator Begay used the Township credit card to pay for furniture at each of their residences and he used the credit card to pay for fencing installed at his residence; (6) purchase of personal goods with the Township operating checking account in which he used Township money to pay for furniture at his residence and to pay Lake Powell Realty for a rental property for his use in Page, Arizona; (7) use of Township money to pay hush money to Denny; (8) forgery of 2011 and 2014 Employment Agreements under which he received fraudulent payments for annual leave and sick leave to which he was not entitled; and (9) receipt of \$21,000 of unauthorized payments for mileage reimbursements.

Cordero's breach of fiduciary duty was the proximate cause of damages to Plaintiff of at least of \$401,620.55.

The trial testimony of Todecheene and Cordero's co-conspirators Begay, Claw, Denny, and Joseph would be believable and prove by a preponderance of evidence that Cordero breached his fiduciary duty (Count One) and committed the torts alleged in Counts Two through Six.

For example, Begay, Claw, and Joseph would testify at trial that they cashed checks Cordero had signed and made payable to them and then gave the cash to Cordero. Begay, Claw, and Todecheene would testify at trial that Cordero received travel advance money for trips he never took. Begay, Claw, and Joseph would testify at trial that they received bonuses at times after

they had given Cordero the cash proceeds of fraudulent checks he had signed and made payable to them. Begay would testify at trial that Cordero used the Township's Wells Fargo credit card to pay for fencing installed at his residence and furniture delivered to his residence and he used the Township's checking account to pay for other items of furniture delivered to his residence. Denny would testify at trial that Cordero used Township checks to pay her hush money so she would not report his fraud to the ONLR, and Todecheene would testify at trial that her signature on the Denny Agreement is a forgery and that Todecheene never authorized that Agreement.

Cordero's expected testimony at trial that he committed no theft would be unbelievable and is rejected as such by this Court. His expected testimony would be contradicted by the trial testimony of Begay, Claw, Todecheene, Denny, and Joseph, and by documentary evidence.

2. Count Two: Fraud

Plaintiff would prove at trial by clear and convincing evidence all of the elements of Count Two for Fraud. The elements of common law fraud are (1) a representation; (2) its falsity; (3) its materiality; (4) the speaker's knowledge of its falsity or ignorance of its truth; (5) his intent that it should be acted upon by and in a manner reasonably contemplated; (6) the hearer's ignorance of its falsity; (7) his reliance on the truth; (8) his right to rely thereon; and (9) his consequent and proximate injury. *See Peery v. Hansen*, 120 Ariz. 266, 269, 585 P.2d 574, 577 (Ariz. Ct. App. 1978). Cordero and his co-conspirators carried out his fraudulent scheme by the means detailed above concerning his breach of fiduciary duty, and in so doing, Cordero made false and material representations known by him to be false and made with the intention that Plaintiff would rely on them. Cordero knew Plaintiff was not aware that such representations were false and would rely on them. Plaintiff rightfully relied on them and was injured by such reliance. Cordero therefore

committed fraud on Plaintiff. Cordero's fraud was the proximate cause of damages to Plaintiff of \$401,620.55.

3. Count Three: Constructive Fraud

Plaintiff would prove at trial all of the elements of Count Three for Constructive Fraud. "Constructive fraud is a breach of legal or equitable duty which, without regard to moral guilt or intent of the person charged, the law declares fraudulent because the breach tends to deceive others, violates public or private confidences, or injures public interests. While it does not require a showing of intent to deceive or dishonesty of purpose, it does require a fiduciary or confidential relationship . . . the breach of duty by the person in the confidential or fiduciary relationship must induce justifiable reliance by the other to his detriment." *Dawson v. Withycombe*, 216 Ariz. 84, 107, 163 P.3d 1034, 1057 (Ariz. Ct. App. 2007) (citations and internal quotations omitted). Cordero's breach of a legal duty deceived Plaintiff, violated public confidences, and injured public interests. As shown above, Cordero had a fiduciary duty to Plaintiff. Plaintiff justifiably relied on Cordero to fulfill his fiduciary duty, but he failed to do so. Cordero's constructive fraud was the proximate cause of damages to Plaintiff of \$401,620.55.

4. Count Four: Conversion

Plaintiff would prove at trial all of the elements of Count Four for Conversion. "A conversion takes place when a person takes property of another for his or her own use or benefit with the intent of permanently depriving the owner of such property." *Navajo Tribe of Indians v. Jones*, 5 Nav. R. 235, 252 (W.R. Dist. Ct. 1986). Cordero committed conversion by using Township money for his own use or benefit with the intent of permanently depriving Plaintiff of such money. He did so by the means detailed in the discussion of his breach of fiduciary duty

above. Cordero's conversion of Township money was the proximate cause of damages to Plaintiff of \$401,620.55.

5. Count Five: Aiding and Abetting Conversion

Plaintiff would prove at trial all of the elements of Count Five for Aiding and Abetting Conversion. "Claims of aiding and abetting tortious conduct require proof of three elements (1) the primary tortfeasor must commit a tort that causes injury to the plaintiff; (2) the defendant must know that the primary tortfeasor's conduct constitutes a breach of duty; and (3) the defendant must substantially assist or encourage the primary tortfeasor in the achievement of the breach." *Wells Fargo Bank v. Arizona Laborers, Teamsters & Cement Masons Local No. 395 Pension Trust Fund*, 201 Ariz. 474, 485, 38 P.3d 12, 23 (Ariz. 2002), *as corrected* (Apr. 9, 2002). While Cordero was the primary tortfeasor converting the Township's money, Begay, Claw, Denny, and Joseph also converted Township money in the form of travel expense advances, bonuses and other extra compensation, and, in the case of Begay, cash from Township checks in the vendor fraud scheme and money to purchase furniture for her residence. Cordero knew those tortfeasors' conduct constituted a breach of their duty to Plaintiff and substantially assisted or encouraged those primary tortfeasors in committing those breaches.

By aiding and abetting the conversion of the Township's funds by his conspirators, Cordero is jointly and severally liable for each of those torts and the resulting harm to Plaintiff. *See Mein ex rel. Mein v. Cook*, 219 Ariz. 96, 99, 193 P.3d 790, 793 (Ariz. Ct. App. 2008) (if the parties knowingly agreed to commit an intentional tort, they are jointly and severally liable for the damages) (applying Arizona law). Cordero's aiding and abetting of conversion of Township money was the proximate cause of damages to Plaintiff of \$401,620.55.

6. Count Six: Civil Conspiracy to Commit Conversion and Fraud

Plaintiff would prove at trial all of the elements of Count Six for Civil Conspiracy to Commit Conversion and Fraud. "Liability for civil conspiracy requires that two or more individuals agree and thereupon accomplish an underlying tort which the alleged conspirators agreed to commit." *Wells Fargo Bank*, 201 Ariz. at 498, 38 P.3d at 36. Cordero and the other conspirators agreed to convert Township funds to their own private purposes, knowing such conversion was contrary to applicable law, including Navajo Nation law, Navajo Fundamental Law, and/or the Township's ordinances and regulations, thereby causing damages to Plaintiff. By agreeing with each other to convert Township funds, knowing such conversion was contrary to law and fraudulent, Cordero and the other conspirators participated in a civil conspiracy to commit conversion and fraud.

By conspiring to commit conversion and fraud, Cordero is jointly and severally liable with the other conspirators for each of those torts and the resulting harm to Plaintiff. *See Cook*, 219 Ariz. at 99, 193 P.3d at 793. Cordero's conspiracy to commit conversion and fraud was the proximate cause of damages to Plaintiff of \$401,620.55.

7. Plaintiff Would Prove at Trial that Cordero Forged Todecheene's Signature on the Denny Agreement.

Todecheene would testify at trial that she did not sign or otherwise authorize the Denny Agreement, Pl. Ex. 6. The evidence would show Cordero forged her signature on that Agreement. Thus, the Court will enter a declaratory judgment under Nav. R. Civ. P. 57 declaring the Denny Agreement void *ab initio* and rescinded.

B. The Court Will Impose Punitive Damages Under 7 N.N.C. § 701.

7 N.N.C. § 701(C) states:

Where the injury was inflicted deliberately, intentionally, willfully, wantonly, recklessly, unconscionably, or as the result of gross negligence, the judgment may impose additional penalties in the form of punitive damages in favor of the injured party. Where punitive damages are awarded, there may be additional award of damages to the Navajo Nation for patterns and practices of conduct in violation of public policy or egregious conduct contrary to clear public policy.

See also 19 N.N.C. § 1038(D)(2). (“Assessment of Treble Damages. In addition to the actual damages, the Resources Committee may, at its discretion, assess damages of up to three (3) times the amount of the actual damages.”).

Plaintiff is a political subdivision of the Navajo Nation and is or should be deemed to be the Navajo Nation for purposes of assessing punitive damages against Cordero, a *Naat’áanii* who stole money from Plaintiff in violation of his fiduciary duties. *See, e.g.*, 1 N.N.C. § 552 (defining Plaintiff as the “Navajo Nation”). Therefore, the Court will assess punitive damages against Cordero and in favor of Plaintiff of three times the amount of the actual damages, namely, \$1,204,861.65. *See* 7 N.N.C. § 701(C); 19 N.N.C. §1038(D)(2).

C. Plaintiff Is Entitled to Its Accounting Fees.

Ward’s firm has billed Plaintiff \$58,377.10 for Ward’s fees and expenses caused by Defendants’ fraud, which were incurred because of the fraud by Cordero and his co-conspirators. *See* Pl. Ex. 10. Current Town Manager Jarvis Williams (“Williams”) would testify at trial that the Township has paid that bill in full.

D. Plaintiff Is Entitled to Its Attorneys’ Fees.

Based on the evidence to be presented at trial, the Court should make the following findings of fact and conclusions of law to justify a new exception to the general rule of Navajo law that each party is responsible for its own attorneys’ fees:

1. As Town Manager, Cordero was the most senior Township official, a *Naat'áanii* and a fiduciary of the Township's funds with fiduciary duties of loyalty, honesty, candor, and care to Plaintiff; and

2. Cordero violated those duties and the Navajo public trust in an egregious manner that shocks the conscience of the Court and justifies an award of attorneys' fees and costs in the amount of at least \$508,498.00 to compensate the public purse; and

3. The Prayer for Relief in the *Cordero* Complaint requests an award of Plaintiff's attorneys' fees and costs in bringing and prosecuting this lawsuit, and Cordero received notice of that request when he was served with the Complaint.

Plaintiff's attorneys' fees and costs in prosecuting these consolidated actions to date are \$508,498.00. *See* updated Pl. Ex. 52 and Pl. Ex. 53. Williams would testify at trial that the Township has paid or will pay that full amount.

E. Plaintiff It Is Entitled to a Judgment Awarding Plaintiff the Following Relief Against Cordero:

1. Compensatory damages of \$401,620.55, plus
2. Punitive damages of \$1,204,861.65, plus
3. Reimbursement to Plaintiff of its accounting fees and expenses of \$58,377.10; plus
4. Plaintiff's attorneys' fees and costs of at least \$508,498.00; and
5. A declaratory judgment declaring the forged Settlement and Release Agreement is void *ab initio* and rescinded.

The total amount of such relief to date is \$2,173,357.30. The Court will enter the accompanying Consent Judgment for Plaintiff against Cordero under Nav. R. Civ. P. 52(a), 57, and 58(a).

Under Nav. R. Civ. P. 68 and 7 N.N.C. § 705, Plaintiff is entitled to one or more Writs of Execution against Defendant Cordero's property to enforce this Judgment, and Defendant Cordero hereby waives any objections to such execution on his property under 7 N.N.C. § 711.

Cordero hereby waives any right to appeal he may have had before entry of this Stipulation and Order of Settlement and the Consent Judgment.

If the Court does not sign this Stipulation of Settlement and the Consent Judgment, such documents will be void, and these consolidated actions shall proceed to trial on June 27-28, 2024.

STIPULATED AND AGREED TO BY:

Plaintiff by: Kelly & Associates, PC, Attorneys for Plaintiff

By: 

W. Gregory Kelly

Defendant Andre Cordero



Defendant Selena Begay

By:  6/21/24

Marcela King, Esq., Attorney for Defendant Selena Begay

Defendant Ermas Claw Parrish

Defendant Sheila Sells Denny

SO ORDERED.

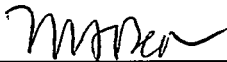
6/21/24
Date


Honorable Judge Stover

Page 18-STIPULATION AND ORDER OF SETTLEMENT
KY-CV-100-2016 (CV)
KY-CV-017-2019 (CV)

CERTIFICATE OF SERVICE

I have on this day: June 21, 2024, routed a copy of the foregoing Stipulation and Order of Settlement to Legal Counsel for Plaintiff via U.S. Postal Mail; to Legal Counsel for Defendant via U.S. Postal Mail; and to Defendants via U.S. Postal Mail.

Court Clerk/ M A. Dennison 

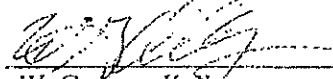
Under Nav. R. Civ. P. 68 and 7 N.N.C. § 705, Plaintiff is entitled to one or more Writs of Execution against Defendant Cordero's property to enforce this Judgment, and Defendant Cordero hereby waives any objections to such execution on his property under 7 N.N.C. § 711.

Cordero hereby waives any right to appeal he may have had before entry of this Stipulation and Order of Settlement and the Consent Judgment.

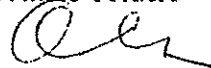
If the Court does not sign this Stipulation of Settlement and the Consent Judgment, such documents will be void, and these consolidated actions shall proceed to trial on June 27-28, 2024.

STIPULATED AND AGREED TO BY:

Plaintiff by: Kelly & Associates, PC, Attorneys for Plaintiff

By: 
W. Gregory Kelly

Defendant Andre Cordero



Defendant Selena Begay

By: _____
Marcela King, Esq., Attorney for Defendant Selena Begay

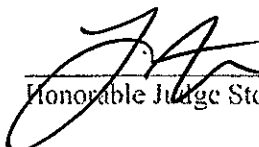
Defendant Ermas Claw Parrish



Defendant Sheila Sells Denny

SO ORDERED.

6/21/24
Date

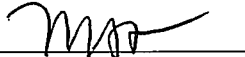

Honorable Judge Stover

Page 18—STIPULATION AND ORDER OF SETTLEMENT
KY-CV-100-2016 (CV)
KY-CV-017-2019 (CV)

CERTIFICATE OF SERVICE

I have on this day: June 21, 2024, routed a copy of the foregoing Stipulation and Order of Settlement to Legal Counsel for Plaintiff via U.S. Postal Mail; to Legal Counsel for Defendant via U.S. Postal Mail; and to Defendants via U.S. Postal Mail.

Court Clerk/ M A. Dennison



Under Nav. R. Civ. P. 68 and 7 N.N.C. § 705, Plaintiff is entitled to one or more Writs of Execution against Defendant Cordero's property to enforce this Judgment, and Defendant Cordero hereby waives any objections to such execution on his property under 7 N.N.C. § 711.

Cordero hereby waives any right to appeal he may have had before entry of this Stipulation and Order of Settlement and the Consent Judgment.

If the Court does not sign this Stipulation of Settlement and the Consent Judgment, such documents will be void, and these consolidated actions shall proceed to trial on June 27-28, 2024.

STIPULATED AND AGREED TO BY:

Plaintiff by: Kelly & Associates, PC, Attorneys for Plaintiff

By: 
W. Gregory Kelly

Defendant Andre Cordero



Defendant Selena Begay

By: 
Marcela King, Esq., Attorney for Defendant Selena Begay

Defendant Ermas Claw Parrish

Defendant Sheila Sells Denny



SO ORDERED.

6/21/24
Date


Honorable Judge Stover

Page 18-STIPULATION AND ORDER OF SETTLEMENT
KY-CV-100-2016 (CV)
KY-CV-017-2019 (CV)

CERTIFICATE OF SERVICE

I have on this day: June 21, 2024, routed a copy of the foregoing Stipulation and Order of Settlement to Legal Counsel for Plaintiff via U.S. Postal Mail; to Legal Counsel for Defendant via U.S. Postal Mail; and to Defendants via U.S. Postal Mail.

Court Clerk/ M A. Dennison 