

**ARIZONA SUPREME COURT**

GINA SWOBODA, et al., ) No. CV-24-0198-SA  
 )  
Petitioners, )  
 )  
v. )  
 )  
KATIE HOBBS, in her official capacity )  
as Governor of Arizona, )  
 )  
Respondent. )

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**ARIZONA GOVERNOR KATIE HOBBS'S  
RESPONSE TO PETITION FOR SPECIAL ACTION**

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## Introduction

On November 1, 2023, Arizona Governor Katie Hobbs issued two executive orders intended to (1) increase Arizonans' access to voter registration information, and (2) facilitate counties' access to state buildings to use as ballot drop-off and voting locations if the counties so choose. Two hundred ninety-four (294) days later, Petitioners filed an original special action challenging those executive orders in this Court that—rather bizarrely—doesn't seek special action relief at all. Instead, Petitioners ask (at 19-20) this Court for declaratory, injunctive, and quo warranto relief against the Governor. But the Petition is fraught with procedural and substantive defects, all of which support this Court declining to exercise jurisdiction, or in the alternative, denying relief.

**First**, this Court lacks special action jurisdiction over the Petition. Rule 3, Ariz. R. P. S. A., sets out the only questions that can be raised in a special action, and Petitioners' requested relief—in the form of a declaratory judgment, an injunction, and a writ of quo warranto—fall outside that exclusive list.

**Second**, even if this Court reads the Petition to fall within Rule 3, this Court should exercise its discretion to decline jurisdiction. The

Governor issued the challenged executive orders nearly ten months ago and Petitioners did nothing until the day before the ballot printing deadline for the general election (and 49 days before early voting begins). They then ran straight to this Court seeking relief based on a supposed emergency, ignoring that their own failure to act at any earlier point created the alleged need for “immediate[]” action. Because Petitioners had an adequate remedy at law months ago (and in fact still do today) and chose not to exercise it, this Court shouldn’t reward their manufactured exigency as means to skip the superior court’s consideration of their ill-founded claims.

***Third***, and if this Court exercises jurisdiction despite these defects, laches bars Petitioners’ eleventh-hour attempt to try to disrupt public access to voter registration information and counties’ access to state buildings as ballot drop-off locations and polling places. Petitioners waited far too long to seek relief, particularly when considering that Arizona already conducted two statewide elections with the executive orders in place and when counties are already deep in preparations for the general election.

**Fourth**, and timing issues aside, Petitioners lack standing to pursue their claims for declaratory and injunctive relief. They have no more than generalized grievances with the executive orders' validity, which is precisely the sort of alleged "harm" that doesn't suffice to satisfy Arizona's "rigorous standing requirement." *Fernandez v. Takata Seat Belts, Inc.*, 210 Ariz. 138, 140 ¶ 6 (2005). And they lack statutory authority to seek quo warranto relief under A.R.S. § 12-2043 because they do not (and cannot) claim for themselves any public "office or franchise."

**Finally**, and if Petitioners somehow overcome all these fundamental problems, their claims lack merit. Their challenges to Executive Order 2023-23 ("EO 23") and Executive Order 2023-25 ("EO 25") rise and fall on facially erroneous interpretations of those orders and the statutes (A.R.S. §§ 16-131, 16-134, 16-140, 16-248, 16-411) Petitioners claim they violate. The Attorney General and Governor explained as much in response to Petitioners' requests that they take pre-litigation action, yet Petitioners and their counsel charged ahead.

At bottom, Petitioners' claims aren't just wrong—they're sanctionable. This Court should either decline jurisdiction or deny relief. And it should order Petitioners and their counsel to pay the Governor's

attorneys' fees under A.R.S. § 12-349(A)(1) and Rule 25, Ariz. R. Civ. App. P., because they brought this frivolous action “without substantial justification.” It’s time to send a message that performative litigation like this has no place in Arizona courts.

### **Jurisdictional Statement**

This Court should decline to exercise special action jurisdiction over the Petition. This Court has original jurisdiction over “mandamus, injunction and other extraordinary writs to State officers.” Ariz. Const. art. VI § 5(1). It “exercise[s] this jurisdiction through the special action procedure, but [its] decision to accept jurisdiction is ‘highly discretionary.’” *Brewer v. Burns*, 222 Ariz. 234, 237 ¶ 7 (2009) (citations omitted). And it will accept jurisdiction only when “the issues raised in the petition are such that justice cannot be satisfactorily obtained by other means.” *King v. Superior Ct.*, 138 Ariz. 147, 149 (1983).

Under Rule 3, Ariz. R. P. S. A., the only questions over which this Court has special action jurisdiction are:

- (a) Whether the defendant has failed to exercise discretion which he has a duty to exercise; or to perform a duty required by law as to which he has no discretion; or

(b) Whether the defendant has proceeded or is threatening to proceed without or in excess of jurisdiction or legal authority; or

(c) Whether a determination was arbitrary and capricious or an abuse of discretion.

Petitioners neither properly pled a special action nor “set forth the circumstances” why it was “proper” to skip the lower courts and file the Petition in this Court. *See* Ariz. R. P. S. A. 7(b). Both defects are fatal.

Petitioners fail from the get-go because they haven’t properly invoked this Court’s special action jurisdiction under Rule 3. Though Petitioners style their filing as a petition for special action, they provide no support for their perfunctory use of the label. Instead, Petitioners’ prayer for relief asks (at 19) for declarations that the EOs are void, a writ of quo warranto, and injunctive relief preventing the Governor from enforcing those orders. Their lone citation to Rule 3 (at 3) is in a conclusory string citation. But Petitioners seek no special action relief in their jurisdictional statement or the prayer for relief. And they provide no support for how Rule 3 permits this Court’s exercise of jurisdiction. Petitioners ask this Court to fill in the blanks, but “[j]udges are not like pigs, hunting for truffles buried in briefs.” *Murthy v. Missouri*, 144 S. Ct. 1972, 1991 n.7 (2024) (citation omitted). Because special action relief is

both extraordinary and discretionary, this Court shouldn't scour and rewrite the Petition to bring it within Rule 3.

Petitioners also assert that this Court has special action jurisdiction because this case “involves pure legal questions of statewide importance . . . that have immediate ramifications for the impending 2024 elections throughout the state.” [Pet. ¶ 10 (citing *Dobson v. State ex rel. Comm’n on App. Ct. Appointments*, 233 Ariz. 119, 121 ¶¶ 7-8 (2013); *Ariz. Indep. Redistricting Comm’n v. Brewer*, 229 Ariz. 347, 351 ¶ 14 (2012))] But *Dobson* and *Arizona Independent Redistricting Commission* relied on authentically urgent petitions. See *Dobson*, 233 Ariz. at 121 ¶¶ 7-8 (accepting special action jurisdiction based on impending deadline for implementation of challenged statute); *Ariz. Indep. Redistricting Comm’n*, 229 Ariz. at 351 ¶ 14 (accepting special action jurisdiction because questions about composition of Independent Redistricting Commission required “prompt” resolution). Neither accepted special action jurisdiction to resolve questions of statewide importance where a petitioner’s dilatory conduct created the immediacy. Such a rule would effectively eliminate any requirement for urgency.

Even if this Court reads the Petition to fall within Rule 3’s confines, it should still exercise its discretion to decline jurisdiction. No matter how significant the legal issues in dispute, a “special action shall not be available where there is an equally plain, speedy, and adequate remedy by appeal.” *McGlothlin v. Astrowsky*, 255 Ariz. 449 ¶ 9 (App. 2023) (quoting Ariz. R. P. S. A. 1(a)). The undisputed importance of voting access (or, here, Petitioners’ desire to undo modest improvements in access) thus cannot, by itself, create the “extraordinary circumstances,” *Williams v. Miles*, 212 Ariz. 155, 156 ¶ 9 (App. 2006) (citation omitted), necessary to invoke special action jurisdiction.

Though Petitioners declare (¶ 10) this case may have “immediate ramifications for the impending 2024 elections throughout the state,” any alleged need for “immediate” relief is a problem of Petitioners’ own making. The Governor signed the challenged executive orders in November 2023. Petitioners had nearly ten months to seek relief in the lower courts but ask this Court to resolve their challenge on the eve of the general election. The adequacy of lower court review cannot depend entirely on a party’s strategic decisions (that now may serve as self-inflicted wounds). This Court should decline to engage with such



gamesmanship and, because Petitioners fail to demonstrate the inadequacy of ordinary appellate review, should further decline to exercise special action jurisdiction.

### **Statement of the Issues**

The Petition raises several issues:

1. The Petition cites Rule 3, R. P. S. A., in passing but doesn't seek any special action relief. Does this Court have special action jurisdiction?

2. Petitioners could have challenged the Governor's executive orders in superior court months ago but chose to wait until counties have already started printing general election ballots and making other preparations for the general election. Should this Court exercise its discretion and decline special action jurisdiction?

3. Given Petitioners' inexplicable delay in bringing their challenge to the Governor's executive orders and the fact that counties are already preparing for the general election, does the equitable laches doctrine bar their claims?

4. Petitioners don't claim any "office or franchise" and raise only generic concerns about the Governor's compliance with the law. Do Petitioners have standing and statutory authority to pursue their claims?

5. In EO 23 and EO 25, the Governor directed state agencies she supervises to take certain actions to increase the availability of voter registration information for constituents and cooperate with county officials to help ensure there are enough polling places throughout the state. Are EO 23 and EO 25 constitutional and valid?

### **Statement of Facts**

On November 1, 2023, the Governor signed EO 23 and EO 25. [Pet. Ex. A & B (collectively, the "EOs")] She announced that she'd signed them, along with another executive order regarding paid civic duty leave for state employees, in a press release the very next day. See Office of the Governor, *Governor Katie Hobbs Announces Executive Orders and Funding to Improve Arizona's Elections as Task Force Releases Final Report* (Nov. 2, 2023).

EO 23's title is "Authorizing the Use of State Facilities as Voting Locations." Its recitals acknowledge that (a) Arizona law "require[s] counties to designate voting locations prior to elections," (b) "counties

may face challenges in procuring enough adequate voting locations,” and (c) “the State owns facilities that may satisfy the criteria for voting locations or serve as convenient and secure ballot drop-off locations.” Building off a prior executive order from Republican Governor Doug Ducey requiring state agencies to cooperate with counties in securing voting locations, the Governor concluded that “it remains in the interests of the State” to continue that cooperation. As a result, EO 23 requires the Arizona Department of Administration (“ADOA”) to “coordinate with State agencies and counties to identify and make available State-owned facilities, as appropriate, for use as voting locations or ballot drop-off locations in any statewide election”—should counties want to use those state facilities. (Emphasis added). That’s it.<sup>1</sup>

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<sup>1</sup> We underline the “as appropriate” language from EO 23 because Petitioners omit it when reciting (¶ 19) the order’s operative provision, replacing it with an ellipsis for no reason other than to imply the order does something that it doesn’t. Suffice it to say that using an ellipsis in this way is misleading and improper. *See, e.g., Certain Underwriters at Lloyd’s of London v. Black Gold Marine, Inc.*, No. 19-23586, 2022 WL 5241819, at \*4 (S.D. Fla. Oct. 6, 2022) (criticizing counsel’s “purposeful and strategic use of an ellipsis,” which was “clearly improper”).

The Petition also claims (¶¶ 20-23) that EO 23 “directs ADCRR and ADJC and other state agencies to designate their facilities as ballot drop-off locations.” But EO 23 does no such thing (in fact, it doesn’t mention ADCRR or ADJC at all), and there’s no good faith basis to claim it does. There’s also no rational (or even charitable) explanation for why

For its part, EO 25's title is "Facilitating Voter Registration." Its recitals declare that "voter registration should serve as a safeguard to our elections while remaining accessible," and that there were "one million more Arizonans who were eligible to register to voter than were actually registered" in 2022. The recitals then explain that state agencies (a) "engage with and provide crucial services to millions of Arizonans each day," (b) "should support civic participation by Arizonans," and (c) "have opportunities to better utilize their resources to support voter registration." Given all this, and among other things, EO 25's operative provisions require certain state agencies to:

- "To the greatest extent practicable and permitted by law," include on their websites a link to the Secretary of State's voter registration webpage or the voter registration portal;
- "To the greatest extent practicable and permitted by law," make voter registration forms available in offices where there's "regular in-person contact with the public;"

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Petitioners single out these two agencies from the dozens of others to which EO 23 equally applies.

- Take reasonable steps to return any completed voter registration forms to the Secretary of State or county recorder based on relevant voter registration deadlines;
- “Identify and evaluate potential opportunities, consistent with Arizona and federal law, to increase access to voter registration;” and
- Provide reports to the Governor and Secretary of State by June 30, 2024.

As to the reports due on June 30, 2024, Petitioners allege (§ 30) “upon information and belief” that no state agency complied. That’s just plain wrong—the two agencies Petitioners identify (the Arizona Department of Corrections, Rehabilitation and Reentry and the Arizona Department of Juvenile Correction) submitted their reports [**Exhibit 1** (ADCRR) & **Exhibit 2** (ADJC)]. Many others did as well, including ADOA—the agency with primary responsibility under EO 23. [**Exhibit 3**] The Arizona Republican Party and Republican National Committee didn’t request these reports from the Governor’s Office until August 6 (just 15 days before the Petition’s filing, and after Petitioner Swoboda signed her verification) with a requested response date of August 19

(after Petitioners Rodriguez and Baumgartner signed their verifications). As is a common theme in this litigation, it's unclear why this request came so late. In any event, this tardy public records request is in the queue for a response.

As this sample of state agency reports proves, many agencies have successfully implemented EO 25 by providing voter registration forms and links to voter registration information on their websites. As for EO 23, two state facilities were used as polling places or ballot drop-off locations during the primary election after consultation with the relevant counties, and both will be used again for the upcoming general election. [Exhibit 4 (Declaration of Nola Barnes) ¶¶ 3-4]

This coordination isn't unusual. Before EO 23, counties already turned to state facilities as potential voting locations. In 2020, then-Governor Ducey signed Executive Order 2020-50, which directed the State of Arizona to provide its State-owned facilities, when appropriate, to increase the availability of voting locations. [*Id.* ¶ 5.] Several state agencies, including the Arizona Exposition and State Fair, the Department of Transportation, the Department of Emergency and Military Affairs, and the Department of Economic Security, provided

polling and ballot drop-off locations in Maricopa County and Yuma County. [*Id.*]

In the 294 days between the Governor signing the EOs here and the Petition's filing, Arizona conducted two statewide elections—the March 19, 2024 presidential preference election and the July 30, 2024 primary election. August 22—the day after the Petition's filing—was the ballot printing deadline for Maricopa County and Cochise County. [*See Exhibit 5*] September 21 is the deadline for counties to mail early ballots to military and overseas voters. Ariz. Sec'y of State, Official 2024 Election Calendar (“Election Calendar”), <https://azsos.gov/elections/elections-calendar-upcoming-events> (last accessed on Aug. 23, 2024). And October 9 is when early voting officially begins and counties can mail early ballots to voters. A.R.S. §§ 16-542(C), 16-544(F); *see also* Election Calendar. In sum, as of the date of this Response:

- Counties are already printing ballots;
- The deadline to mail ballots to overseas and military voters is 22 days away; and
- Early voting begins in just 40 days.

As the Petition recounts, Petitioners sent a letter to the Attorney General on August 2, 2024 demanding that she file a quo warranto action against the Governor. [Pet. Ex. C] The Attorney General declined just six days later in a response detailing why Petitioners' legal claims had no basis. [Pet. Ex. D] On August 12, Petitioners wrote to the Governor demanding that she "rescind or modify" the EOs [Pet. Ex. E], an invitation the Governor's general counsel declined several days later because they are "a lawful exercise of the Governor's authority." [Pet. Ex. F] The Governor further reserved her right to seek attorneys' fees under A.R.S. § 12-349. [*Id.*] The Petition followed on August 21.

## **Argument**

### **I. The Laches Doctrine Bars Petitioners' Belated Claims.**

Petitioners brought their claims far too late. The Governor issued the EOs on November 1, 2023, directing certain state agencies to take steps, where practicable, to increase access to both voter registration information and potential voting locations. State offices have made voter registration information available at their sites and counties have designated some state facilities as ballot drop-off locations and polling places to meet these goals. [**Exhibit 3; Exhibit 4 ¶¶ 3-5**]



Nearly ten months have passed since the Governor issued the EOs. Yet Petitioners waited until the election cycle was underway—the day before counties started printing general election ballots—to seek relief. Petitioners waited until the last minute and now ask the Court to resolve this dispute “immediately,” before “the upcoming general election.” [Pet. ¶ 12] Petitioners’ claimed emergency is entirely self-manufactured.

Laches precludes Petitioners’ requests for relief. The “laches doctrine seeks to prevent dilatory conduct and will bar a claim if a party’s unreasonable delay prejudices the opposing party or the administration of justice.” *Lubin v. Thomas*, 213 Ariz. 496, 497 ¶ 10 (2006). When deciding whether delay is unreasonable, courts consider “the justification for the delay, the extent of the plaintiff’s advance knowledge of the basis for the challenge, and whether the plaintiff exercised diligence[.]” *Ariz. Libertarian Party v. Reagan*, 189 F. Supp. 3d 920, 923 (D. Ariz. 2016) (citation omitted).

Petitioners’ delay is no doubt unreasonable. Petitioners learned of their claims nearly ten months ago, when the Governor issued the EOs in November 2023. Yet they fail to justify their delay. Their mid-election cycle request for an order invalidating the EOs is inexcusable.

Both voters and state agencies will be prejudiced by an eleventh-hour change that will sow confusion and waste state resources. To comply with EO 23, ADOA worked with counties to make two state facilities available for the counties to use as voting or ballot drop-off locations based on local needs. [**Exhibit 4 ¶¶ 3-4**] Voters relied on these locations to vote in the July primary. [*Id.*] Indeed, Arizona has already conducted two statewide elections with the EOs in place, and counties plan to use both these state facilities in the upcoming general election. [*Id.*] A mid-election season change in voting and ballot drop-off locations could pull the rug out from under both voters who are already familiar with their voting options and counties that are relying on the state facilities.

As for EO 25, state agencies have acted to provide voter registration information to their constituents, including altering their websites to include links to voter registration information and making voter registration forms available on-site for public access. [**Exhibit 1** at 2; **Exhibit 2** at 1; **Exhibit 3** at 2. By seeking to invalidate these simple measures, Petitioners attempt to upend voters' reasonable expectations and interfere with their ability to engage with the state on public issues. This effort prejudices the public and the state's democratic process.

Petitioners' untimeliness also prejudices this Court by placing it "in a position of having to steamroll through" important legal issues, "leaving little time for reflection and wise decision making." *Sotomayor v. Burns*, 199 Ariz. 81, 83 ¶ 9 (2000). This Court has "caution[ed] that litigants and lawyers in election cases 'must be keenly aware of the need to bring such cases with all deliberate speed or else the quality of judicial decision making is seriously compromised.'" *Id.* (quoting *Mathieu v. Mahoney*, 174 Ariz. 456, 460 (1993)). Petitioners disregarded these warnings, and laches should bar their claims as a result.

## **II. Petitioners Lack Standing and Statutory Authority to Seek Their Requested Relief.**

The Petition asserts four Counts: Counts 1 and 2 are declaratory judgment claims, Count 3 is a quo warranto claim, and Count 4 is a "claim" for an injunction. All fail at the outset.

### **A. Counts 1, 2, and 4 fail for lack of standing.**

Counts 1 and 2 seek declarations that the Governor "acted ultra vires" by issuing the EOs. [Pet. ¶¶ 53, 59] And Count 4 requests an injunction to enjoin the Governor from enforcing them. [*Id.* ¶ 72] These claims fail because Petitioners lack standing to bring them.

Litigants seeking relief in “Arizona courts must first establish standing to sue.” *Bennett v. Napolitano*, 206 Ariz. 520, 525 ¶ 19 (2003). This requirement is “rigorous.” *Fernandez*, 210 Ariz. at 140 ¶ 6. “A plaintiff has standing to bring an action if it alleges a ‘distinct and palpable injury’; a generalized harm shared by all or by a large class of people is generally insufficient.” *Mills v. Ariz. Bd. of Tech. Registration*, 253 Ariz. 415, 423 ¶ 24 (2022) (quoting *Sears v. Hull*, 192 Ariz. 65, 69 ¶ 16 (1998)). An injury can be present or future, “actual” or “threatened,” but it cannot be “some speculative fear.” *Klein v. Ronstadt*, 149 Ariz. 123, 124 (App. 1986). Petitioners do not come close to meeting this standard.

#### **1. Gina Swoboda.**

To start, the Petition alleges no facts specific to Gina Swoboda. That alone shuts the door on her claims because she has not established that she has suffered a “distinct and palpable injury,” *Mills*, 253 Ariz. at 423 ¶ 24 (citation omitted), or is “affected by” any statute. A.R.S. § 12-1832.

The Petition posits (¶ 13), though, that “Petitioner AZ GOP” is “interested in this lawsuit because these executive orders severely harm and diminish the public and voter’s confidence in election integrity.” This is apparently an effort to save Petitioner Swoboda’s claims because (at 1)

she's the Arizona Republican Party's Chair. But the Arizona Republican Party is not a Petitioner. No matter its purported "interest" in this lawsuit, it cannot as a matter of law create "an actual controversy . . . between the parties." *Mills*, 253 Ariz. at 424 ¶ 29 (emphasis added).

Even if the Petition could allege facts about the Arizona Republican Party to rescue Petitioner Swoboda's claims, the Petition's allegations would not be nearly enough. The Arizona Republican Party "lacks direct standing" because it alleges "the same kind of harm or interference as the general public." *Arcadia Osborn Neighborhood v. Clear Channel Outdoor, LLC*, 256 Ariz. 88, 95-96 ¶¶ 26-29 (App. 2023). As the Petition puts it (¶ 13): the Arizona Republican Party is concerned about purely speculative harm to "the public and voter's confidence in election integrity." (Emphasis added). Anyone could bring the same suit based on the same alleged interests. This is thus precisely the kind of "generalized harm" that cannot confer standing. *Mills*, 253 Ariz. at 423 ¶ 24 (citation omitted); see also, e.g., *Wood v. Raffensperger*, 981 F.3d 1307, 1314 (11th Cir. 2020) (plaintiff's interest in ensuring that "only lawful ballots are counted" is a "generalized grievance" that "cannot support standing").

The Arizona Republican Party also lacks “representational standing” because it identifies no “particularized harm, injury in fact, or damage peculiar to any specific member.” *Clear Channel Outdoor*, 256 Ariz. at 95 ¶¶ 24-25. The Petition mentions only one Arizona Republican Party member. It says (at 1) that Petitioner Swoboda is the Arizona Republican Party’s Chair. That’s it. It says nothing else about her. Arizona’s rigorous standing requirement demands much more. *See id.*

Beyond that, the Petition alleges no facts showing that the Arizona Republican Party is “affected by” any statute. A.R.S. § 12-1832. The Petition complains about voting locations and voter registration forms, but it cites no statute providing the Arizona Republican Party with “any present right[]” in connection with those decisions. *Mills*, 253 Ariz. at 424 ¶ 25 (citation omitted). Rather, it cites (¶¶ 37-49) statutes involving only government agencies and officials. The Arizona Republican Party is “not affected by” these statutes, and so there’s no “actual controversy” for this Court to resolve. *Id.* at 425 ¶ 31. Under any standard, Petitioner Swoboda (and, for that matter, the Arizona Republican Party) lacks standing.

## 2. Belinda Rodriguez and Kristin Baumgartner.

Next, Belinda Rodriguez and Kristin Baumgartner allege (¶¶ 14, 15) that they're "qualified Arizona elector[s]" who are "concerned about Arizona elections and will vote" in the November 2024 general election. According to the Petition, the EOs "severely harm and diminish [their] confidence in the integrity of Arizona elections."

For one thing, these allegations make no sense. Even if the EOs somehow subjectively diminished Petitioners' confidence in Arizona's election integrity, their beliefs would be objectively unreasonable. Counties designating state facilities as voting locations has nothing more to do with "election integrity" than any other designation that counties make. And state agencies making voter registration forms available has nothing more to do with "election integrity" than anyone else (including the Arizona Republican Party) doing the same.

This only proves that these vague and conclusory allegations fail to establish standing. Petitioners Rodriguez and Baumgartner do not allege that they've suffered any "distinct and palpable" injury personal to them; they rely instead only on "generalized harm[s]" to their confidence in Arizona's elections. *Mills*, 253 Ariz. at 423 ¶ 24 (citation omitted). Again:

these general grievances cannot “confer standing.” *Sears*, 192 Ariz. at 69 ¶ 16; *see also, e.g., Wood*, 981 F.3d at 1314 (similar). Nor can these Arizona voters show that they’re “affected by” statutes involving only government agencies and officials. *Mills*, 253 Ariz. at 425 ¶ 31.

A decision in their favor would also not “redress[]” their alleged “personal injur[ies].” *Bennett*, 206 Ariz. at 525 ¶ 18. Even if the Governor rescinded the EOs, no statute would prohibit state agencies from making their facilities available for other uses (like voting locations) when there’s no conflict with ongoing operations or providing voter registration information to the constituents they serve. A decision that the EOs are “void”—or an injunction that the Governor cannot “enforc[e]” them—would thus not redress Petitioners’ claimed injury in their “confidence” in Arizona’s election integrity. [Pet. (Prayer for Relief) ¶¶ A, B, D] Petitioners Rodriguez and Baumgartner lack standing to bring these claims.

### **3. Petitioners’ “beneficial interest” is irrelevant.**

Citing this Court’s decision in *Arizona Public Integrity Alliance v. Fontes* (“APIA”), the Petition tries to squeeze into a “more relaxed standard for standing in mandamus actions.” 250 Ariz. 58, 62 ¶ 11 (2020).



Under that standard, “Arizona citizens and voters” may have a “beneficial interest” in “compel[ling] [public officials] to perform [their] non-discretionary dut[ies].” *Id.* ¶ 12. The Petition here claims (¶ 16) that Petitioners have such a “beneficial interest” in ensuring that the Governor complies with the law. Not so. This allegation is irrelevant.

Counts 1, 2, and 4 are not mandamus claims under A.R.S. § 12-2021 to which *APIA*’s “beneficial interest” standard applies.<sup>2</sup> Counts 1 and 2 are titled “Declaratory Judgment—EO 23” and “Declaratory Judgment—EO 25.” As their titles suggest, these claims arise from the Uniform Declaratory Judgments Act (“UDJA”). That’s why the Petition invokes (¶ 9) this Court’s jurisdiction under the UDJA and seeks these declarations “under § 12-1831.” [Pet. (Prayer for Relief) ¶¶ A, B] No statute under the UDJA allows someone with only a generalized grievance to bring suit. *See, e.g., Mills*, 253 Ariz. at 423-24 ¶¶ 23-25 (confirming that Arizona’s standard standing principles “apply to complaints initiated under” the UDJA). So too, a party seeking “an injunction to restrain official action does not have automatic standing.” *Dail v. City of Phoenix*, 128 Ariz. 199,

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<sup>2</sup> *APIA* also does not apply to Count 3. That’s a quo warranto claim under A.R.S. § 12-2043. [Pet. ¶ 8] Nowhere does the Petition assert a mandamus claim under A.R.S. § 12-2021 against the Governor.

201 (App. 1980). Petitioners “must first show some interest beyond a general desire to enforce the law.” *Id.* at 202.

As the previous sections explain, Petitioners lack standing to bring these claims. That failure dooms Counts 1, 2, and 4. Any “beneficial interest” that they believe they have is irrelevant to these claims.

**B. Count 3 fails for lack of statutory authority.**

Count 3 is a quo warranto claim under A.R.S. § 12-2043. [Pet. ¶ 8] The Petition seeks an order prohibiting the Governor from “unlawfully exercis[ing] her office” through the EOs. [*Id.* ¶¶ 66, 67] This claim fails because Petitioners lack authority to bring it.

Arizona statutes authorize certain people to bring certain quo warranto actions. *See* A.R.S. §§ 12-2041 through -2045.

- Attorney General: The Attorney General may bring a quo warranto action “against any person who usurps, intrudes into or unlawfully holds or exercises any public office or any franchise within this state.” A.R.S. § 12-2041(A).
- County Attorneys: A County Attorney may bring a quo warranto action “against any person who usurps, intrudes into or who

unlawfully holds or exercises any public office or any franchise within his county.” A.R.S. § 12-2042.

- Private Parties: If the Attorney General or a County Attorney “refuses to bring” a quo warranto action under the statutes above “at the request of any person claiming such office or franchise,” then “the person may apply to the court for leave to bring the action in his own name.” A.R.S. § 12-2043(A).

Because Petitioners are private parties [Pet. ¶¶ 13-15], they cannot bring a quo warranto action unless they have “statutory authority” to do so under A.R.S. § 12-2043(A). *State ex rel. Brnovich v. Ariz. Bd. of Regents*, 250 Ariz. 127, 131 ¶ 11 n.2 (2020) (distinguishing between “statutory authority to take a particular action” and “standing”).

Petitioners lack statutory authority to assert their quo warranto claim. Section 12-2043(A) allows only a private party “claiming [a public] office or franchise” to bring suit. As this Court recognizes, this statute means exactly what it says: “quo warranto can only be maintained by a private person when he can show that he is entitled to the office.” *Tracy v. Dixon*, 119 Ariz. 165, 165 (1978); see also, e.g., *State ex rel. Sawyer v. LaSota*, 119 Ariz. 253, 255 (1978) (“By the express provisions of the

statute[.] a private party can only bring quo warranto when he, himself, claims the office or franchise in question. This plaintiff does not do.”) (quoting *Skinner v. City of Phoenix*, 54 Ariz. 316, 323 (1939)).

Section 12-2043(A)’s unambiguous “plain language” controls here. *Glazer v. State*, 244 Ariz. 612, 614 ¶ 9 (2018) (citation omitted). And stare decisis reinforces this Court’s reading in *Skinner*, *Tracy*, and *LaSota*. After all, that doctrine is “most salient” when, as here, this Court interprets a statute “because it is easier for the legislature to correct any misinterpretations it perceives [were] made.” *State ex rel. Brnovich*, 250 Ariz. at 132 ¶ 17. Yet despite having 85 years since *Skinner* to intervene if it “perceive[d]” any error, the Legislature never amended A.R.S. § 12-2043(A) to broaden private parties’ rights to bring quo warranto actions.

This Court’s plain-language interpretation also makes perfect sense. Unlike the statutes authorizing the Attorney General and County Attorneys to bring suit, A.R.S. § 12-2043(A) is “not based on the protection of a public interest primarily, but on private rights.” *Tracy*, 119 Ariz. at 166 (citation omitted). No surprise then that “in [a private-

party quo warranto] action there must be some person claiming the office or franchise [that] is being unlawfully held.” *Id.* (citation omitted).<sup>3</sup>

Petitioners violate A.R.S. § 12-2043(A)’s requirement. They do not claim for themselves any public “office or franchise.” Nor could they. The Petition cites (¶¶ 37-49) statutes involving only government agencies and officials. None of those statutes even mentions Petitioners—much less grants Petitioners (or any other private parties) any right to any public office or franchise (and certainly not that of the Governor). Petitioners thus lack statutory authority to bring Count 3.

**C. Count 4 also fails because an injunction is a remedy, not an independent cause of action.**

Count 4 purports to be a separate claim labeled: “Injunction Against EO 23 & EO 25.” Even if Petitioners had standing to bring it (as explained above, they do not), this is not a cognizable claim. And in any event, the Petition does not meet the requirements for an injunction.

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<sup>3</sup> For these reasons, the Petition’s reliance (¶¶ 6, 62) on *State v. Arizona Board of Regents*, 253 Ariz. 6 (2022), is misplaced. In that case, the Attorney General brought a quo warranto action under A.R.S. § 12-2041(A). By contrast, Petitioners are private parties who asserted a quo warranto claim under A.R.S. § 12-2043(A). These separate statutes serve separate purposes and say different things. And this Court did not even cite—let alone provide a reason to overrule—*Skinner*, *Tracy*, and *LaSota*.

First, Petitioners “cannot plead an independent cause of action for injunctive relief.” *Diaz-Amador v. Wells Fargo Home Mortgs.*, 856 F. Supp. 2d 1074, 1083 (D. Ariz. 2012). Injunctive relief is “a remedy for an underlying cause of action, not a separate cause of action in and of itself.” *Id.*; see also, e.g., *Lorona v. Ariz. Summit Law Sch., LLC*, 151 F. Supp. 3d 978, 997 (D. Ariz. 2015) (similar); *City of Tucson v. Clear Channel Outdoor, Inc.*, 218 Ariz. 172, 187 ¶ 51 (App. 2008) (recognizing that “[a]n injunction is an equitable remedy”) (citation omitted).

Petitioners’ counsel should know this well. The court of appeals—in an opinion written by then-Judge Gould—“affirm[ed] the trial court’s dismissal” of a claim because it alleged “a separate cause of action for injunctive relief.” *Steinberger v. McVey*, 234 Ariz. 125, 132 ¶ 24 n.7 (App. 2014). Injunctive relief, as then-Judge Gould explained, is a “remedy,” not a freestanding claim. *Id.* Exactly.

Second, even if Count 4 had any legs, it would still fail because the Petition does not meet the requirements for an injunction. As the next

section explains, the Petition’s merits arguments are baseless. But at any rate, Petitioners cannot establish the other injunctive relief elements.<sup>4</sup>

The Petition presents no evidence that Petitioners would suffer any harm—irreparable or otherwise—without an injunction. They allege (¶ 70) harm to the “people of Arizona,” but that’s not the standard. Petitioners “seeking injunctive relief must show that they themselves” will suffer “irreparable harm absent an injunction.” *Nat’l Wildlife Fed’n v. Nat’l Marine Fisheries Serv.*, 886 F.3d 803, 822 (9th Cir. 2018) (emphasis added). No Petitioner even tries to explain how the EOs could personally and irreparably harm them. They simply won’t. Petitioners thus have no right to an injunction. *See, e.g., Fann v. State*, 251 Ariz. 425, 432 ¶ 16 (2021) (requiring a party seeking injunctive relief to establish, at a minimum, “the possibility of irreparable harm”).

Nor does the Petition establish that the equities and public policy favor enjoining lawful executive orders hundreds of days after they were issued and only weeks away from a general election merely because

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<sup>4</sup> *APIA* suggests (¶ 26) that plaintiffs who succeed on the merits on mandamus claims under A.R.S. § 12-2021 “need not satisfy the standard for injunctive relief.” As noted above, that decision is irrelevant because the Petition does not bring a mandamus claim against the Governor.

Petitioners do not like them. *See, e.g., Tedards v. Ducey*, 398 F. Supp. 3d 529, 547 (D. Ariz. 2019) (finding “the balance of equities and public interest” favored defendants when plaintiffs had “not been denied a right to vote” and neither had “their right to vote in an election been delayed”). And it’s difficult to understand how the equities or public policy would ever favor removing voter registration information from state offices or precluding state agencies from allowing counties to use their facilities as polling places or ballot drop-off locations.

In short, Count 4 fails to state a claim on which relief can be granted. Even if it somehow avoided dismissal, though, Petitioners still fail to meet their burden of establishing any right to an injunction.

### **III. The EOs Are Both Constitutional and Valid.**

If this Court chooses to engage with the merits of Petitioners’ claims about the alleged unconstitutionality of the EOs, the result is simply stated: there are none. In fact, Petitioners can arrive only at their misplaced conclusions that the Governor signed the EOs without the requisite “authority” by misstating what they do, selectively quoting from them, and ignoring reality. We address each of the EOs in turn.



**A. EO 23 doesn't designate voting locations or ballot drop-off locations.**

Petitioners allege (§ 52) that by signing EO 23, the Governor “usurp[ed] the power of the boards of supervisors of each Arizona county by designating ADCRR and ADJC, as well as other state agencies, as voting and ballot drop-off locations,” which renders EO 23 “unconstitutional” and “of no legal effect.” Really? Where does EO 23 do any of these things? Here’s a hint: it doesn’t.

To begin, EO 23 doesn’t mention ADCRR or ADJC anywhere, and the Petition’s verified allegations to the contrary – supported by the signature of their counsel – defy all explanation. But even worse is Petitioners’ underlying contention that EO 23 “designat[ed]” any voting or ballot drop-off locations. Here’s EO 23’s entire operative text:

1. The Arizona Department of Administration shall coordinate with State agencies and counties to identify and make available State-owned facilities, as appropriate, for use as voting locations or ballot drop-off locations in any statewide election in this State.
2. This Executive Order shall not confer any legal rights or remedies upon any person and shall not be used as a basis for legal challenges to any action or inaction of a State agency, officer, employee or agent thereof.

[Pet. Ex. A (emphasis added)] And though the Legislature entrusted county boards of supervisors with the power to designate polling places

(see, e.g., A.R.S. § 16-248(A) (presidential preference election) § 16-411(B) (primary, general, and special elections)), EO 23 doesn't designate any polling places. Instead, it orders ADOA to “coordinate with State agencies and counties” to determine whether there are state facilities that counties could choose to use as polling places. It doesn't order ADOA to unilaterally designate voting locations, nor does it force any county to use any state facility as a voting location. We simply lack the words to describe how frivolous Petitioners' claim that EO 23 is “unconstitutional” truly is.

**B. EO 25 doesn't designate “Public Assistance Agencies” or “disabilities agencies,” and no law bars state agencies from providing voter registration forms.**

Petitioners make two arguments about EO 25. They say (¶¶ 55, 57) the Governor “usurped the authority of the county recorders and justices of the peace” by allegedly requiring state agencies “to provide voter registration forms and handle completed registration forms in violation of A.R.S. §§ 16-131; 16-134; and 16-140.” And they also argue (¶¶ 56, 58) that EO 25 improperly and unlawfully designated various state agencies as “de facto public assistance agencies,” presumably somehow intruding

upon legislative authority. Here again, Petitioners misrepresent both the statutes they cite and EO 25 itself.

### 1. Voter registration forms.

To begin, no Arizona law precludes state agencies from providing Arizonans with voter registration forms—none. True, A.R.S. § 16-134(A) says that the county recorder “shall designate additional locations for distribution of voter registration forms.” But nothing in that statute prevents any other office or entity from obtaining voter registration forms from the county recorder or Secretary of State and making them available to the public.<sup>5</sup> In fact, the county recorder must also “distribute state mail in registration forms at locations throughout the county such as government offices, fire stations, public libraries and other locations open to the general public.” A.R.S. § 16-131(B) (emphasis added). And even more to the point, “[t]he county recorder may provide voter registration forms in quantity to groups and individuals that request forms for

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<sup>5</sup> A simple analogy proves how unserious this argument is. Imagine a statute that required ADOA to ensure all its facilities have working water fountains. If Petitioners were correct, an executive order requiring all other state agencies’ facilities to also feature working water fountains would be an unconstitutional usurpation of legislative power. It’s just as ridiculous as it sounds.

conducting voter registration drives,” A.R.S. § 16-131(E), and must provide them to “all federal, state, county, local, and tribal government agencies, political parties, and private organizations . . . that conduct voter registration activities.” Arizona Sec’y of State, *Elections Procedures Manual*, Chap. 1 § I(A). (2023).<sup>6</sup>

Given these various statutes that Petitioners either ignore or grossly misread, there’s no serious argument that the Governor’s decision to order state executive agencies to make voter registration forms available to the public “usurped” anyone’s authority. After all, the Governor must “take care that the laws be faithfully executed,” Ariz. Const. art. V, § 4, “supervise the official conduct of all executive and ministerial officers,” and “see that all offices are filled and the duties performed.” A.R.S. § 41-101(A)(1), (2). Through EO 25, the Governor did all these things by determining – as was her constitutional prerogative— that public-facing state agencies are a good place to give the public information about registering to vote. That Petitioners—including the chair of one of Arizona’s major political parties—object to state agencies

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<sup>6</sup> “Once adopted, the [Elections Procedures Manual] has the force of law.” *APIA*, 250 Ariz. at 63 ¶ 16.

making voter registration forms (which they receive from elections officials) available to the public speaks volumes.

On this point, Petitioners also claim (§ 57) that state agencies aren't permitted to "handle completed voter registration forms." Wrong again. As with the distribution of registration forms, a county recorder's duty to "authorize persons to accept registration forms" and "designate places for receipt of registration forms" under A.R.S. § 16-134(A) doesn't make a county recorder the arbiter of who can accept a completed voter registration form. Political parties (presumably including Petitioner Swoboda's), candidates, civic organizations, and countless other third parties who obtain and distribute voter registration forms do it all the time.

What's important is that any completed registration forms are returned. Like for political parties, civic organizations, and other third parties who distribute voter registration forms on their own prerogative, Arizona law doesn't obligate an agency (that's not designated as a voter registration assistance agency under federal and state law) to accept or return a completed registration form on any timeline. And though EO 25 doesn't require any state agency to accept a completed voter registration

form, it does provide specific guidelines for the prompt return of those forms if the agency happens to receive one to protect that applicant's right to vote. [See Pet. Ex. B § 1(b)(ii)(1) (requiring state agencies to “return or mail the registration to the Secretary of State or appropriate County Recorder within five days or receipt,” and setting forth other guidelines if the form is received “within five days of a registration deadline.”)]

**2. Public Assistance Agencies and disabilities agencies.**

Petitioners say (¶ 58) that EO 25 somehow improperly designated various state agencies “de facto public assistance agencies.” Never mind that EO 25 expressly doesn't do that:

No State Agency shall be deemed a Public Assistance Agency or Disabilities Agency, or other Voter Registration Assistance Agency pursuant to 52 U.S.C. § 20506 or A.R.S. § 16-140 solely on the basis that it makes voter registration forms available to the public or accepts and transmits completed forms to the Secretary of State or County Recorder.

[See Pet. Ex. B § 1(b)(ii)] This language makes perfect sense, as only the Secretary of State or a County Recorder can designate an entity as a Voter Registration Assistance Agency—a designation that comes with significant additional obligations relating to voter registration. See 52 U.S.C. § 20506; A.R.S. § 16-140. But nothing in either statute says that

only a Voter Registration Assistance Agency can provide registration information or accept completed forms. And though the Legislature defined “Public Assistance Agencies” and “disabilities agencies” in A.R.S. § 16-140 and required those agencies to provide voter registration information to the public, nothing in that statute bars other state agencies from doing the same.<sup>7</sup>

At bottom, the Governor didn’t—de facto, de jure, or otherwise—designate any other state agencies as either “Public Assistance Agencies” or “disabilities agencies.” The suggestion that she did ignores the plain language of EO 25 and the statutory scheme. This claim also lacks merit.

### **Request for Costs & Attorneys’ Fees**

As required by Rule 4(g), R. P. S. A., the Governor requests an award of her costs and attorneys’ fees incurred in responding to the Petition. Costs are appropriate under A.R.S. §§ 12-341 and 12-342 because the Governor will be the “successful party.” But Petitioners’ frivolous claims and unreasonable conduct also supports an award of attorneys’ fees under A.R.S. § 12-349 and Rule 25, Ariz. R. Civ. App. P.

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<sup>7</sup> See n.5, *supra*.

First, A.R.S. § 12-349(A)(1) requires a fee award here because Petitioners and their counsel brought this action “without substantial justification.” That statute “require[s] a showing of both groundlessness and the absence of good faith.” *Ariz. Republican Party v. Richer*, 257 Ariz. 210, \_\_ ¶ 14 (2024). The former means “the proponent can present no rational argument . . . in support of [its] claim,” *id.* at ¶ 15 and the latter means that the “party or attorney knows or should know that [the claim] is groundless, or is indifferent to its groundlessness, but pursues it anyway,” *id.* at ¶ 38.

Petitioners and their counsel easily check off both boxes. Without any reasonable justification, they filed an original special action in this Court just 49 days from when counties will begin mailing early ballots for the general election. As explained above, Petitioners should have filed in superior court months ago, but waited until the day before the ballot printing deadline for the general election in their craven attempt to cast doubt on Arizona’s elections processes and limit Arizonans’ access to the democratic process. They improperly sought quo warranto relief that’s foreclosed by a plain language reading of A.R.S. § 12-2043. They misleadingly quote EO 23 and repeatedly say both EOs do things that



they don't. And above all, their claims that the EOs somehow exceed the Governor's authority or are otherwise barred by Arizona law are the very definition of frivolous, relying on nonsensical readings of the orders and relevant statutes. In *Richer*'s parlance, Petitioners' legal claims weren't even "long shots," 257 Ariz. at \_\_ ¶ 24: they never had any "shot," and Petitioners and their counsel should have known that.

Next, Rule 25, Ariz. R. Civ. App. P., permits this Court to sanction "an attorney or a party if it determines that an appeal or a motion is frivolous." As detailed above in the context of A.R.S. § 12-349, the Petition is frivolous on any number of levels. Though the Governor appreciates that this Court imposes sanctions under Rule 25 "with great reservation," Petitioners' claims about the invalidity of the EOs are "not supported by any reasonable legal theory" and turned on unreasonable readings of those orders. *Arizona Tax Rsch. Ass'n v. Dep't of Revenue*, 163 Ariz. 255, 258 (1989) (cleaned up); *see also Home v. Rothschild*, 227 Ariz. 119, 120 ¶ 7 (2011) (finding appeal frivolous under Rule 25 because of a "spurious" legal argument); *Price v. Price*, 134 Ariz. 112, 113 (App. 1982) (finding appeal frivolous under Rule 25 because the appellant's arguments were "completely unsupported by any law in any jurisdiction"); *Gangadean v.*

*Byrne*, 16 Ariz. App. 112, 114 (1971) (sanctioning a party for a frivolous appeal).<sup>8</sup> This is an independent basis on which to sanction Petitioners and their counsel, one that doesn't require the "absence of good faith."

These fee requests should come as no surprise to Petitioners and their counsel; the Attorney General and Governor told Petitioners their claims were frivolous before they filed the Petition, yet they charged ahead anyway. On these facts, sanctions—awarded jointly and severally against Petitioners and their counsel—are the only way to dissuade parties from using this Court to bring frivolous claims that do little more than continue false narratives about elections in our state.

### **Conclusion**

By filing this original special action, Petitioners seek to (1) limit Arizonans' access to voter registration information, and (2) interfere with the counties' access to states facilities they could use as ballot drop-off

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<sup>8</sup> This Court also recently imposed sanctions against the attorneys in two election-related cases—one under Rule 25, and the other under A.R.S. § 12-349. See *Lake v. Hobbs*, No. CV-23-0046-PR, May 4, 2023 [Order](#) (sanctioning lawyers for failed gubernatorial candidate Kari Lake under Rule 25 for making "false factual statements to the Court"); *Kentch v. Mayes*, No. CV-23-0205-SA, Aug, 23, 2023 [Order](#) (sanctioning lawyers for failed attorney general candidate Abe Hamadeh for a false claim made in trying to invoke the Court's special action jurisdiction).

and voting locations. These are bad policies that Petitioners try to achieve here through bad faith legal arguments. Petitioners' anti-democratic goals have been laid bare for all to see, and a commitment to our democracy means that none of us should simply look the other way.

For all the reasons detailed above, the Court should decline special action jurisdiction or deny relief and award the Governor her costs and attorneys' fees.<sup>9</sup>

RESPECTFULLY SUBMITTED this 30th day of August, 2024.

**COPPERSMITH BROCKELMAN PLC**

By /s/ D. Andrew Gaona

D. Andrew Gaona  
Austin C. Yost  
Kelleen Mull

**OFFICE OF ARIZONA GOVERNOR  
KATIE HOBBS**

By /s/ Sambo (Bo) Dul

Sambo (Bo) Dul  
Noah T. Gabrielsen

*Attorneys for Respondent  
Arizona Governor Katie Hobbs*

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<sup>9</sup> Petitioners cannot file a reply unless ordered by this Court, Rule 7(d), R. P. S. A., and no further briefing is necessary.

*Gina Swoboda, et al. v. Katie Hobbs, in her official capacity as Governor or  
Arizona*

CV-24-0198-SA

**Index of Exhibits to Respondent's Response to Petition for Special Action**

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| Exhibit 2 | Arizona Department of Juvenile Correction Executive Order 2023-25 Report   |
| Exhibit 3 | Arizona Department of Administration Vote-Related Executive Orders: ADOA Implementation Update                               |
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# **EXHIBIT 1**

# Arizona Department of Corrections Rehabilitation & Reentry

## *Executive Order 2023-25 Facilitating Voter Registration Report*

June 25, 2024



Enhancing public safety across Arizona through modern, effective correctional practices and meaningful engagement.

Ryan Thornell, Ph.D., Director  
701 E. Jefferson St.  
Phoenix, AZ 85034

**#REIMAGININGCORRECTIONS**

# Arizona Department of Corrections Rehabilitation & Reentry

## Overview

The following information is submitted pursuant to Governor Hobbs Executive Order 2023-25, Facilitating Voter Registration. Executive Order 2023-25 requires each referenced state agency to provide a report to the Governor and the Secretary of State regarding opportunities for providing voter registration information to the public as well as the citizens served by the agency. As outlined in the order, the Arizona Department of Corrections, Rehabilitation and Reentry (ADCRR) is instructed to do all of the following: 1) include a direct link to the Secretary of State's voter registration webpage on the public website, 2) ensure physical voter registration forms are available in public locations, 3) integrate voter registration and rights restoration information into reentry programs, and 4) provide electronic voter registration and rights restoration resources on the public website.

## Implementation Opportunities

ADCRR has identified numerous opportunities for increasing access to voter registration for all those the agency serves including the public, staff, and the incarcerated population. The Department operates across several locations including 9 state prisons, 6 privately operated facilities, 11 community supervision field offices, 2 community reentry centers, and multiple central office buildings. Approximately 15,000 total visitors physically enter both state and privately operated prisons each month, visiting with inmates across a total of 52 units. In an effort to reach these members of the public, paper voter registration forms will be made available for consumption in each unit's lobby. Additionally, these forms will also be available for ADCRR and private facilities staff to utilize as well.

To encourage opportunities for electronic voter registration, ADCRR has already included a voter registration link directing users to the Secretary of State's voter registration webpage on the Department's public website. Additionally, through coordination with the Secretary of State's Office, ADCRR has applied for the Unique URL Program to obtain a QR code that will be displayed in community supervision field offices and administrative buildings. The goal of the program is to increase complete and valid voter registrations, protect sensitive voter information, and reduce the burden of processing paper registration forms.

Specific to the inmate population, ADCRR is in the midst of creating a complete voter registration and rights restoration resources packet that includes information specific to the individualized process of voter restoration throughout Arizona's 15 counties. To ensure ongoing distribution of these resources, the Department is currently updating an internal policy, Department Order 1001 - Inmate Release System, to add voter registration and rights restoration resources to the list of items included in the reentry packets individuals receive when returning to society. This information will also be integrated into reentry programming, including the Residential Substance Abuse Treatment Program, Second Chance Centers, and the Maricopa and Pima Reentry Centers. Finally, this same information will also be provided on ADCRR's public website for individuals to reference when navigating the complex process of learning if one is eligible to vote as well as how to restore one's civil rights. The expected timeline for completion and implementation of each of these actions is September 1.

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# **EXHIBIT 2**





KATIE HOBBS  
GOVERNOR

DOUG SARGENT  
DIRECTOR

## MEMORANDUM

**TO:** Governor Katie Hobbs  
Secretary of State Adrian Fontes

**FROM:** Arizona Department of Juvenile Corrections

**DATE:** June 28, 2024

**SUBJECT:** Arizona Department of Juvenile Corrections - Executive Order 2023-25 Report

In accordance with Executive Order 2023-25 Facilitating Voter Registration, the Arizona Department of Juvenile Corrections (ADJC) provides the following report.

### Opportunities to Provide Voter Registration to the Public:

- ❖ A link to the Arizona voter registration website was added to the front page of the agency's website ([www.adjc.az.gov](http://www.adjc.az.gov)).
  - Additionally, a link was added to the header at the top of the agency website by ADOA-ASET.
- ❖ The link to register to vote and the deadline for the upcoming primary election were posted to all of our social media accounts (Instagram, Facebook, and Twitter).
- ❖ A link to the Arizona voter registration website was added to the agency's intranet portal for staff.
- ❖ A message from the Agency Director was emailed to each employee on June 10, 2024 with the Arizona voter registration website link and the upcoming election deadlines.

### **Opportunities to Provide Voter Registration Assistance to Citizens Served by the Agency:**

- ❖ Youth located in the secure care facility who are eligible to vote in the Primary and General elections participated in a class informing them about their civic duty.
  - If the youth confirms they are interested in voting, our staff will assist them in registering to vote.
  - Prior to the Primary and General Elections, a staff member will hold a class for the youth on understanding their civic duty, how voting works, and how to read a ballot.
  - For the Primary and General Elections, staff will ensure the youth registered to vote receive their mail-in ballot in time to cast their vote for the corresponding election.

If an instance arises in which a youth in the care of the agency who is eligible to vote either has a disability or speaks or reads languages other than English, the agency will ensure all materials are accessible.

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# **EXHIBIT 3**

**TO:** Ben Henderson, Director of Operations, Office of the Arizona Governor

**CC:** Bo Dul, General Counsel, Office of the Arizona Governor  
Noah Gabrielsen, Counsel, Office of the Arizona Governor

**FROM:** Elizabeth Alvarado-Thorson, Cabinet Executive Officer and Executive Deputy Director, Arizona Department of Administration

**DATE:** June 25, 2024

**RE:** Vote-Related Executive Orders: ADOA Implementation Update

ADOA is pleased to submit this memorandum outlining the steps taken to support implementation of vote-related Executive Orders issued by Governor Hobbs in 2023. We would be happy to answer any questions you may have or provide additional information as needed.

### [Executive Order 2023-23](#) - Authorizing the Use of State Facilities as Voting Location

- ADOA conducted outreach to all counties to obtain feedback regarding ballot drop-off/voting location needs and poll worker opportunities for statewide elections in 2024 (in support of both Executive Orders 2023-23 and 2023-24).
  - Based on feedback from counties regarding needs (Maricopa and Coconino Counties were the two that indicated an opportunity to collaborate), State Agency outreach was conducted to relay needs and receive information about potential opportunities to support needs.
    - Initially, due to the remote nature and specific needs of Coconino County, the State did not have any facilities that would meet their needs. However, Coconino County did reach out again in May to request a ballot drop-off box at a Flagstaff MVD site for the July and November elections.
    - Through several discussions with Maricopa County, they initially stated they found other locations to meet their needs and would not be exploring State-owned facility support for this purpose. However, in April, we received additional contact from the County who stated their site in Avondale fell through and we are currently working with them on potential support through an MVD site for the July 30, 2024 election.
- Communication to State Employees of opportunities to serve as poll workers
  - During the County outreach, some counties specifically relayed needs for poll workers; in addition, information from the Secretary of State's Office was received for all County Elections poll worker information.
  - The ADOA Communications Team has built these communications into its communications plans, and has sent communications out to State employees according to the stated timelines since the Executive Order was issued, and will continue to do so for future elections.

## [Executive Order 2023-24 - Ensuring Adequate Staffing of Voting Locations](#)

- ADOA put temporary policies and procedures in place to facilitate State employees' ability to use Civic Duty Leave for the purpose of serving at a voting location during statewide elections.
  - The rulemaking package to finalize the permanency of the rule and statewide policy and procedures is expected to be complete in late Fall of 2024.

## [Executive Order 2023-25 - Facilitating Voter Registration](#)

- ASET was able to include a link to the [ServiceArizona Voter Registration site](#) in the master banner for all State Agencies on ASET-supported sites. ASET also made itself available for technical assistance for non-ASET supported websites as needed.
- ADOA went through an analysis of the facilities our agency occupies that are also public-facing (two locations were identified in the Governmental Mall area) to develop standard work for making voter registration forms and online voter registration information available, including:
  - Coordination with the Secretary of State's Office for guidance and receipt of a specific URL address for ADOA so online registration source tracking is available;
  - Outreach to the Maricopa County Recorder's Office to obtain hard-copy voter registration forms to have on display at the two ADOA-occupied public facing facilities;
  - Standard Work development and training for team members interacting with the public on making forms available and assisting with returning to the County Recorder's office within 5 days of receipt (as needed); and,
  - Display signage at the two public-facing facilities to communicate online voter registration information.
  - Considering the type of public interaction occurring at these facilities, these actions are deemed appropriate to adequately notify the public of methods/assistance available related to voter registration.
- Notification to State employees 50 days before each statewide election and again within one week of the voter registration deadline of the upcoming deadlines and information on how to register to vote
  - The ADOA Communications Team has built these communications into its communications plans, and has sent communications out to State employees according to the stated timelines since the Executive Order was issued.
  - The ADOA Communications Team will continue to send this information in accordance with established timelines for future statewide elections.
- ASET feasibility study of data sharing between identified State Agencies and the Arizona Department of Transportation to import information to the online voter registration portal when providing similar information to another State Agency.
  - Currently, ONLY Service Arizona provides [online voter registration](#) - this is by statute - [A.R.S. § 16-112](#).

- The current application is very simple and doesn't allow a registered voter to see their current registration - the only options are to (a) fully complete a new registration or (b) get redirected to [my.arizona.vote Voter Information Portal](#) to look up their current information.
- At this time, the best that State Agencies could do is ask whether a client is interested in registering to vote or updating their voter registration information and then provide a link to redirect them to the [ServiceArizona Voter Registration site](#) ([per ARS 16-145](#)).
- Providing a better user experience such as automatically populating the client's name and home address information (once affirmation of desire to do so), would require changes to the current voter registration solution to allow for this functionality. ASET is currently Investigating this with ADOT-MVD.

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# **EXHIBIT 4**

## DECLARATION OF NOLA BARNES

I, Nola Barnes, declare as follows:

1. I am the Assistant Director for the Arizona Department of Administration - General Services Division, and have personal knowledge of all the matters below.

2. On November 1, 2023, Governor Katie Hobbs issued Executive Order 2023-23 (“EO 23”), which requires the Arizona Department of Administration (“ADOA”) to “coordinate with State agencies and counties to identify and make available State-owned facilities, as appropriate, for use as voting locations or ballot drop-off locations in any statewide election.”

3. Since EO 23’s issuance, ADOA – working with the Arizona Department of Transportation (“ADOT”) – coordinated with Maricopa County, which designated a Motor Vehicle Division (“MVD”) office in Avondale as a voting location for the July 30, 2024 primary election. That same location will be used as a polling location for the November 2024 general election. A true and correct copy of the agreement between the State of Arizona and Maricopa County for the use of that office is attached to this Declaration as **Exhibit A**.

4. ADOA and ADOT also coordinated with Coconino County, and an MVD office in Flagstaff will be used as a ballot drop-off location for the November 2024 general election. A true and correct copy of the agreement between the State of Arizona and Coconino County for the use of that office is attached to this Declaration as **Exhibit B**.

5. Even before EO 23, however, state facilities had been used as ballot drop-off locations or voting locations on other occasions. For example, Governor Douglas A. Ducey's EO 2020-50 (“EO 20-50”), Protecting the Public's Right to Vote, directed the State of Arizona to provide its State-owned facilities, when appropriate, to the county board of supervisors and county recorders for the purpose of establishing polling places or voting centers to increase the availability of voting locations. Pursuant to EO 20-50, ADOA coordinated with several state agencies, including the Arizona Exposition and State Fair, ADOT, Department of Emergency and Military Affairs, and Department of Economic Security to provide drop box and polling place locations. These voting locations were provided in Yuma and Maricopa



Counties. This list is to the best of my recollection at the time of this Declaration, and may not include all possible instances in which state facilities have been used as ballot drop-off locations or voting locations.

I declare under penalty of perjury that the foregoing is true and correct.

DATED this 29 day of August, 2024.

DocuSigned by:

*Nola Barnes*

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Nola Barnes

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# **EXHIBIT A**

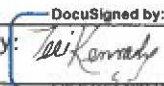

### Revocable License for Use of State Owned-Real Property

<p><b>1. LICENSE.</b> The State of Arizona ("Licensor") hereby grants the Licensee identified in § 2 permission to enter upon and use the Licensed Premises in § 4 for the License Term stated in § 8 and exclusively for the Permitted Use(s) stated in § 9 ("License"). By accepting this License, Licensee agrees to abide and be bound by the General Terms and Conditions of § 6. and the Special Conditions of § 11. This License may be executed in counterparts which, when taken together, will constitute one and the same instrument.</p>		
<p><b>2. LICENSEE NAME AND CONTACT:</b></p> <p>Maricopa County Elections Scott Jarrett, Director</p>	<p><b>3. LICENSEE ADDRESS, PHONE, EMAIL:</b></p> <p>510 S 3rd Ave Phoenix AZ 85003 sjarrett@risc.maricopa.gov 602-506-1518</p>	<p><b>4. LICENSED PREMISES ADDRESS: ADDRESS OF STATE FACILITY HERE:</b></p> <p>Avondale MVD 1452 N Eliseo C Felix Jr Way Avondale AZ 85323</p>
<p><b>5. LICENSED PREMISES DESCRIPTION:</b> MVD Office</p>	<p><b>6. GENERAL TERMS AND CONDITIONS</b> General conditions of use can be found on Page 3.</p>	<p><b>7. STATE CONTACT INFORMATION: STATE AGENCY DESCRIPTION HERE:</b></p>
<p><b>8. LICENSE TERM:</b> <u>July Election</u> Begins: <u>  7  </u> / <u> 29 </u> /2024 Expires: <u>  7  </u> / <u> 31 </u> /2024  <u>November Election</u> Begins: <u> 11 </u> / <u>  4 </u> /2024 Expires: <u> 11 </u> / <u>  6 </u> /2024  Please include dates that will include training, setup, takedown, including subsequent sanitization of the Licensed Premises pursuant to §11 herein.</p>	<p><b>9. PERMITTED USE(S):</b> Pursuant to Executive Order 2023-23 Authorizing the Use of State Facilities as Voting Locations, the Licensee will use Licensed Premises exclusively for the purposes of a polling place or voting center (collectively, "Voting Locations"), to provide essential access to voting.</p>	<p><b>10. CONSIDERATION:</b> The value provided to the State of Arizona and the Licensor by the Licensee is the expanded availability of voting locations to ensure that each citizen has adequate access to voting, which under Arizona law includes returning a ballot by mail, returning a ballot at a designated drop box or voting location, and casting a ballot in person at a voting location.</p>
<p><b>11. SPECIAL CONDITIONS:</b> Prior to the expiration, revocation, or earlier termination of this License, Licensee agrees to restore the Licensed Premises, at its sole expense, including, but not limited to cleaning, sanitizing, and disinfection of the Licensed Premises pursuant to industry standards, including, but not limited to, all local, state and federal regulations. Licensee shall capture, control and properly dispose of all hazardous and biohazardous materials and waste used in and generated by the use of the Licensed Premises</p>		

### Revocable License for Use of State Owned-Real Property

consistent with applicable laws and regulations. Licensee hereby assumes and accepts all liability and responsibility for initiation and completion of response, cleanup, and corrective and remedial action, and the cost thereof, required on the Licensed Premises and any other affected properties, due to any action or omission of Licensee during use of the License Premises that results in release of any hazardous substances or materials. This Section 11 shall survive termination of this License.

Licensee shall comply with all statutes, acts, ordinances, regulations, codes, and standards or authorities with jurisdiction, applicable to Licensee's use of the Licensed Premises. Licensee shall obtain or cause to be obtained at its expense, all permits, approvals and authorizations required by Licensee's actions under this License. Notwithstanding the provisions in this License, as well as **Exhibit B**, attached and incorporated herein by reference, the Licensee(s) and Licensor are governmental agencies and as such Arizona Revised Statutes shall apply regarding state tort claims act, conflicts of interest, state and federal immigration laws, state and federal non-discrimination laws, records keeping and audit requirements, and any other applicable state, federal, or local laws.

LICENSOR	LICENSEE
DATED: 7/24/2024 ___ DAY of ___ MONTH ___ YEAR	ACCEPTED: 2 DAY of July MONTH 2024 YEAR
AGENCY HERE, an agency of the State of Arizona <small>DocuSigned by:</small>	NAME: Maricopa County, a political subdivision of the State of Arizona
By: 	By: 
Name: Teresa Kennedy	Name: Scott Jarrett
Title: Administrative Services Division Director	Title: Director of Elections

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## General Conditions of Use – Revocable License for Use of State Owned-Real Property

a. **NATURE OF LICENSE.** The License is a temporary, revocable, nonexclusive and non-possessory privilege of Licensee to use the Licensed Premises on the terms stated herein, and is not intended to create a lease, easement, or other interest in the Licensed Premises, or any possessory interest or right of quiet enjoyment, and may not be recorded without Licensor's written permission. The License is subject and subordinate to the terms of all ground leases, superior leases, mortgages, deeds of trust, other security instruments, and any other prior rights and matters of record now or hereafter affecting Licensor's interest in the Licensed Premises. Any use made of the Licensed Premises pursuant to this License must be in a manner satisfactory to Licensor and in accordance with any restrictions that Licensor may impose.

b. **RESERVATION OF RIGHTS.** Licensor reserves to itself all rights to the Licensed Premises, including the right to use, possess, access, inspect, develop, encumber, and convey the Licensed Premises or to authorize third parties to do so. Licensor reserves the right to impose reasonable restrictions on the use of the Licensed Premises at any time. Any action of Licensor that is inconsistent with Licensee's use of the Licensed Premises will be deemed to terminate this License.

c. **NO WARRANTIES.** Licensor makes no warranty, representation or promise regarding zoning, title to, or the condition of the Licensed Premises or the suitability thereof for the Licensee's Permitted Use(s) of the Licensed Premises. Licensee acknowledges that it is completely familiar with the Licensed Premises and agrees to use the Licensed Premises in its current condition. Licensee acknowledges that this License does not obligate Licensor to construct, maintain, or install any improvements or facilities of any kind on the Licensed Premises.

d. **RIGHTS OF OTHERS.** Nothing in this License may be construed as Licensor's representation, warranty, approval, or consent regarding rights in the Licensed Premises held by other parties, and Licensee is responsible for ascertaining the rights of all third parties in the Licensed Premises and obtaining their consent to the activities described in this License as necessary or appropriate. Licensee agrees to obtain, at its sole expense, such other licenses, permits, consents and agreements as may be required to address the rights of others by other appropriate agreements, easements, privileges or other rights, whether recorded or unrecorded, and must make its own arrangements with holders of such prior rights.

e. **ATTEMPTED TRANSFER.** The License may not be transferred, assigned, or sub-licensed, and any purported transfer, assignment or sublicense is void.

f. **ENVIRONMENTAL HAZARDS.** Licensees agree not to use or store, or permit to be used stored, on the Licensed Premises, gasoline or petroleum products, hazardous or toxic substances or inflammable materials, herbicides, pesticides, fungicides, algacides without prior permission of Licensor. Licensee may not engage in the production, location, transportation, storage, treatment, discharge, disposal, or release upon or under the Licensed Premises of any substance regulated under any local, state or federal environmental protection law or regulation. Licensee agrees to comply with all environmental laws as described in and in accordance with the requirements stated in the attached Exhibit B.

g. **WASTE, NUISANCE.** Licensee must not commit or suffer to be committed any waste or impairment of the Licensed Premises and covenants that it will not do, nor permit to be done, on or about the Licensor's Properties any acts which may be a nuisance.

h. **COMPLIANCE WITH LAWS.** In the exercise of any privilege granted by this License Licensee and any persons using the Licensed Premises must comply with all applicable State, municipal and local laws, and the rules, orders, regulations and other legal requirements applicable to the Licensed Premises or Licensee's use thereof. Licensee must obtain promptly and maintain in effect throughout the term of the License all licenses, permits, authorizations, registrations, rights and franchises necessary for Licensee's use of the Licensed Premises.

i. **DUTY TO MAINTAIN PREMISES.** Licensee, at Licensee's sole expense, must maintain the Licensed Premises in a clean, safe and sanitary condition satisfactory to Licensor.

j. **STRUCTURES, CHANGES, DAMAGE, RESTORATION.** Licensee must not place or construct upon, over or under the Licensed Premises an installation or structure of any kind or character, except as specifically authorized herein. Licensee must not alter, destroy, displace, or damage the condition of the Licensed Premises or any neighboring property in the exercise of the privileges granted by this License without the written consent of Licensor and any other affected landowner and, if applicable, any other person or entity having an interest in or right to use or occupy the Licensed Premises. Licensee will bear all costs and expenses associated with performing any permitted alterations, including without limitation costs of construction and any increased operating costs resulting from such alterations. Upon termination or expiration of this License Licensee must replace,

return, repair and restore the Licensed Premises to its condition upon the commencement of the License, at Licensee's sole cost and expense.

k. **CONDUCT.** Licensee must confine activities on the Licensed Premises strictly to those necessary for the enjoyment of the privilege hereby licensed, and must refrain from marring or impairing the appearance of the Licensed Premises

obstructing access thereto, interfering with the transaction of Licensor's business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism. Licensee must not, in its use of the Licensed Premises, discriminate against any person on the ground of race, color, religion, gender, national origin, age or disability.

l. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this License will be assumed and paid or discharged by the Licensee.

m. **RESPONSIBILITY FOR OTHERS.** Licensee will be responsible for the conduct and discipline of its employees, contractors, subcontractors, invitees, licensees, and other persons entering upon or using the Licensed Premises.

n. **TERMINATION.** The License may be terminated by either Party, in that Party's sole discretion, upon delivery of 60 days written notice of termination to the other Party, in the manner provided herein. In addition, the License may be terminated by the City for cause, including Licensee's breach of any material provision of this Agreement, or canceled pursuant to A.R.S. § 38-511. Licensee will have no recourse against Licensor for termination of this License. If the License is terminated due to a breach by Licensee, Licensor may take any action reasonably determined by Licensor to be necessary to correct such default, including without limitation, making any repair or modification to or removing any of Licensee's improvements. Licensee hereby waives and releases Licensor from any claims resulting from Licensor's self-help actions, and agrees to reimburse Licensor, upon demand, for all reasonable costs incurred by Licensor to remedy any default by Licensee.

o. **INDEMNIFICATION.** To the extent permissible or not prohibited under applicable state law, each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.

p. **INSURANCE REQUIREMENTS.** Licensee shall maintain the coverages required in Exhibit B in the amounts required during the term of this License.

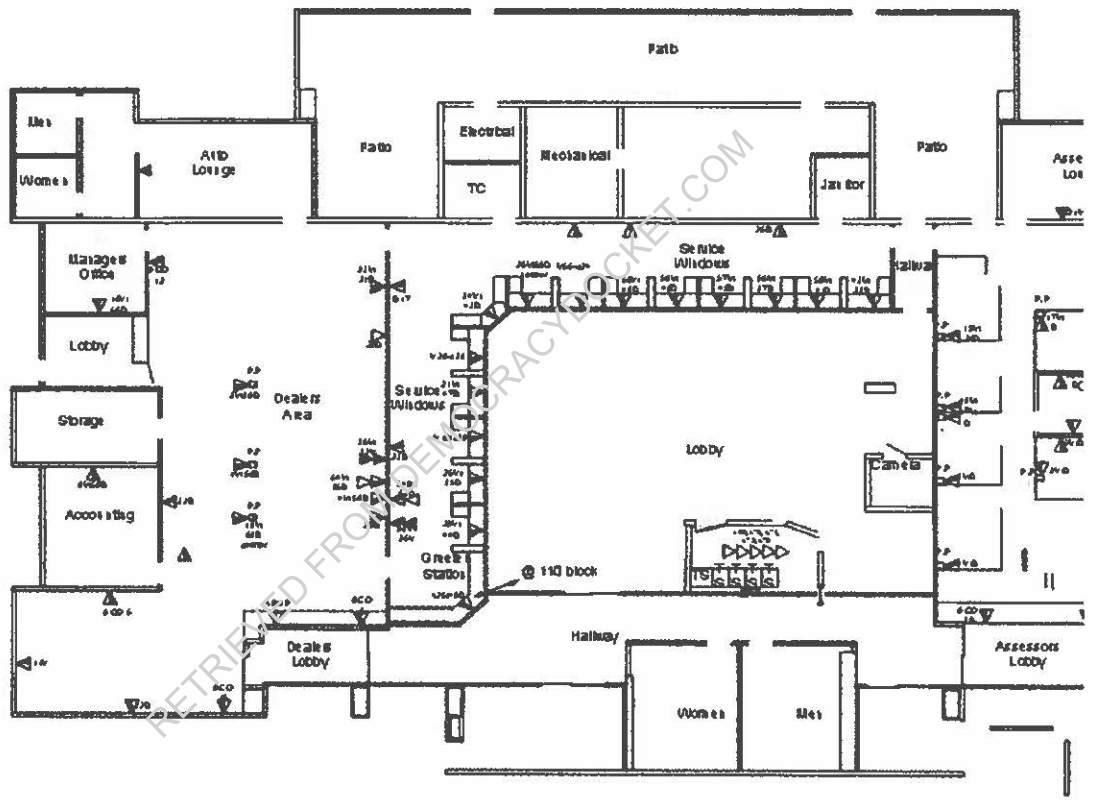
q. **NOTICES.** All notices or other communications required or permitted to be provided pursuant to this License must be in writing and may be hand delivered, emailed, sent by United States Mail, postage prepaid, or delivered by a nationally recognized courier service to Licensee(s). Any notice will be deemed to have been given when delivered if hand delivered or emailed, when received if sent by courier, or forty-eight (48) hours following deposit in the United States Mail, addressed as stated in § 2 or § 7 of the License, as applicable.

r. **MISCELLANEOUS.** This License constitutes the entire agreement between the parties, and any amendment thereto must be in writing, signed by both parties. No waiver of any breach of any provision of this License may be construed as a waiver of any succeeding breach of the same or any other covenant or conditions. The laws of the State of Arizona will govern the interpretation and enforcement of this License, Jurisdiction and venue in any action arising out of this License will lie exclusively with the **State Courts of Maricopa County, Arizona**.

**Exhibit A to Revocable License for Use of State Owned-Real Property**

Building Layout of Licensed Premises

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AVONDALE MVD

**Exhibit B to Revocable License for Use of State Owned-Real Property**

**Insurance Requirements**

If Licensee is self-insured, Licensee shall provide Licensor with a certificate of insurance or a letter evidencing self-insurance upon execution of this License. Licensee and its contractors shall provide coverage with limits of liability not less than those stated below:

**Commercial General Liability (CGL) – Occurrence Form**

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.	
General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Licensee and its contractors.
- b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from activities performed by or on behalf of the Licensee and its contractors.

**Business Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. Policy shall be endorsed to include the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Licensee and its contractors involving automobiles owned, hired and/or non-owned by the Licensee or its contractors.
- b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from activities performed by or on behalf of the Licensee and its contractors.

**Workers' Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from activities performed by or on behalf of the Licensee and its contractors.
- b. This requirement shall not apply to each Licensee or contractor that is exempt under A.R.S. § 23-901, and when such Licensee or contractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

**Additional Insurance Requirements**



## **Exhibit B to Revocable License for Use of State Owned-Real Property**

The policies shall include or be endorsed to include the following provisions:

The Licensee's and its contractors' policies, as applicable, shall stipulate that the insurance afforded the Licensee or its contractors, as applicable, shall be primary and that any insurance carried by the State shall be excess and not contributory insurance, as provided by A.R.S. §41-621(F). Insurance provided by the Licensee or its contractors shall not limit the Licensee's or its contractors' liability assumed under the provisions of this License.

### **Notice of Cancellation**

Applicable to all insurance policies required by this License, Licensee's and its contractors' insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona.

### **Acceptability of Insurers**

Licensee's contractors' insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Licensee's contractors from potential insurer insolvency.

### **Verification of Coverage**

Licensee's subcontractors shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Licensee's contractors has the insurance as required by this License. An authorized representative of the insurer shall sign the certificates.

All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this License shall not waive or otherwise affect the requirements herein.

Each insurance policy required by this License must be in effect at or prior to commencement of activities under this License. Failure to maintain the insurance policies required by this License is a violation of this License.

All evidence of insurance, including certificates, required by this License shall be sent directly to the Arizona Department of Administration. The project description and location shall be noted on any certificates of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this License.

### **Licensee's Responsibility for Its Contractors**

Licensee shall include all of its contractors as insured(s) under its policies or Licensee shall be responsible for ensuring and/or verifying that all of its contractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each of its contractors. All coverages for Licensee's contractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of this license, proof from the Licensee that its contractors have the required coverage.

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# **EXHIBIT B**

## Revocable License for Use of State Owned-Real Property

<p><b>1. LICENSE.</b> The State of Arizona ("Licensor") hereby grants the Licensee identified in § 2 permission to enter upon and use the Licensed Premises in § 4 for the License Term stated in § 8 and exclusively for the Permitted Use(s) stated in § 9 ("License"). By accepting this License, Licensee agrees to abide and be bound by the General Terms and Conditions of § 6. and the Special Conditions of § 11. This License may be executed in counterparts which, when taken together, will constitute one and the same instrument.</p>		
<p><b>2. LICENSEE NAME AND CONTACT:</b></p> <p>Patty Hansen</p>	<p><b>3. LICENSEE ADDRESS, PHONE, EMAIL:</b></p> <p>110 East Cherry Ave, Flagstaff, AZ 86001</p> <p>(928)679-7889, phansen@coconino.az.gov</p>	<p><b>4. LICENSED PREMISES ADDRESS: ADDRESS OF STATE FACILITY HERE:</b></p> <p>1959 S Woodlands Village Blvd, Flagstaff, AZ 86001</p>
<p><b>5. LICENSED PREMISES DESCRIPTION:</b> See Exhibit A, attached, and incorporated herein by reference.</p>	<p><b>6. GENERAL TERMS AND CONDITIONS</b></p> <p>General conditions of use can be found on Page 3.</p>	<p><b>7. STATE CONTACT INFORMATION: STATE AGENCY DESCRIPTION HERE:</b></p>
<p><b>8. LICENSE TERM:</b></p> <p><u>July Election</u> Begins: 6/12/2024 Expires: 11/15/2024</p> <p><u>November Election</u> Begins: 6/12/2024 Expires: 11/15/2024</p> <p>Please include dates that will include training, setup, takedown, including subsequent sanitization of the Licensed Premises pursuant to §11 herein.</p>	<p><b>9. PERMITTED USE(S):</b></p> <p>Pursuant to Executive Order 2023-23 Authorizing the Use of State Facilities as Voting Locations, the Licensee will use Licensed Premises exclusively for the purposes of a polling place or voting center (collectively, "Voting Locations"), to provide essential access to voting.</p> <p>This location will be used for early ballot voting only. A ballot drop box will be located onsite.</p>	<p><b>10. CONSIDERATION:</b></p> <p>The value provided to the State of Arizona and the Licensor by the Licensee is the expanded availability of voting locations to ensure that each citizen has adequate access to voting, which under Arizona law includes returning a ballot by mail, returning a ballot at a designated drop box or voting location, and casting a ballot in person at a voting location.</p>
<p><b>11. SPECIAL CONDITIONS:</b> Prior to the expiration, revocation, or earlier termination of this License, Licensee agrees to restore the Licensed Premises, at its sole expense, including, but not limited to cleaning, sanitizing, and disinfection of the Licensed Premises pursuant to industry standards, including, but not limited to, all local, state and federal regulations. Licensee shall capture, control and properly dispose of all hazardous and biohazardous materials and waste used in and generated by the use of the Licensed Premises</p>		

### Revocable License for Use of State Owned-Real Property

consistent with applicable laws and regulations. Licensee hereby assumes and accepts all liability and responsibility for initiation and completion of response, cleanup, and corrective and remedial action, and the cost thereof, required on the Licensed Premises and any other affected properties, due to any action or omission of Licensee during use of the License Premises that results in release of any hazardous substances or materials. This Section 11 shall survive termination of this License.

Licensee shall comply with all statutes, acts, ordinances, regulations, codes, and standards or authorities with jurisdiction, applicable to Licensee's use of the Licensed Premises. Licensee shall obtain or cause to be obtained at its expense, all permits, approvals and authorizations required by Licensee's actions under this License. Notwithstanding the provisions in this License, as well as Exhibit B, attached and incorporated herein by reference, the Licensee(s) and Licensor are governmental agencies and as such Arizona Revised Statutes shall apply regarding state tort claims act, conflicts of interest, state and federal immigration laws, state and federal non-discrimination laws, records keeping and audit requirements, and any other applicable state, federal, or local laws.

LICENSOR	LICENSEE
<b>DATED:</b> 5th day of June, 2024	<b>ACCEPTED:</b> 5 <del>7</del> <sup>6</sup> DAY of <u>June</u> MONTH <u>2024</u> YEAR
<b>AGENCY HERE, an agency of the State of Arizona</b> Coconino County, 6/24/2024	<b>NAME: COUNTY HERE, a political subdivision of the State of Arizona</b>
<b>By:</b> <i>Teresa Kennedy</i>	<b>By:</b> <i>Patty Hansen</i>
<b>Name:</b> F9F8716AA9B7474...Teresa Kennedy	<b>Name</b> Patty Hansen:
<b>Title:</b> Administrative Services Division Director	<b>Title:</b> Coconino County Recorder
ADOT	

Note: an administrative fee will be invoiced for initial setup.

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## General Conditions of Use – Revocable License for Use of State Owned-Real Property

a. **NATURE OF LICENSE.** The License is a temporary, revocable, nonexclusive and non-possessory privilege of Licensee to use the Licensed Premises on the terms stated herein, and is not intended to create a lease, easement, or other interest in the Licensed Premises, or any possessory interest or right of quiet enjoyment, and may not be recorded without Licensor's written permission. The License is subject and subordinate to the terms of all ground leases, superior leases, mortgages, deeds of trust, other security instruments, and any other prior rights and matters of record now or hereafter affecting Licensor's interest in the Licensed Premises. Any use made of the Licensed Premises pursuant to this License must be in a manner satisfactory to Licensor and in accordance with any restrictions that Licensor may impose.

b. **RESERVATION OF RIGHTS.** Licensor reserves to itself all rights to the Licensed Premises, including the right to use, possess, access, inspect, develop, encumber, and convey the Licensed Premises or to authorize third parties to do so. Licensor reserves the right to impose reasonable restrictions on the use of the Licensed Premises at any time. Any action of Licensor that is inconsistent with Licensee's use of the Licensed Premises will be deemed to terminate this License.

c. **NO WARRANTIES.** Licensor makes no warranty, representation or promise regarding zoning, title to, or the condition of the Licensed Premises or the suitability thereof for the Licensee's Permitted Use(s) of the Licensed Premises. Licensee acknowledges that it is completely familiar with the Licensed Premises and agrees to use the Licensed Premises in its current condition. Licensee acknowledges that this License does not obligate Licensor to construct, maintain, or install any improvements or facilities of any kind on the Licensed Premises.

d. **RIGHTS OF OTHERS.** Nothing in this License may be construed as Licensor's representation, warranty, approval, or consent regarding rights in the Licensed Premises held by other parties, and Licensee is responsible for ascertaining the rights of all third parties in the Licensed Premises and obtaining their consent to the activities described in this License as necessary or appropriate. Licensee agrees to obtain, at its sole expense, such other licenses, permits, consents and agreements as may be required to address the rights of others by other appropriate agreements, easements, privileges or other rights, whether recorded or unrecorded, and must make its own arrangements with holders of such prior rights.

e. **ATTEMPTED TRANSFER.** The License may not be transferred, assigned, or sub-licensed, and any purported transfer, assignment or sublicense is void.

f. **ENVIRONMENTAL HAZARDS.** Licensees agree not to use or store, or permit to be used stored, on the Licensed Premises, gasoline or petroleum products, hazardous or toxic substances or inflammable materials, herbicides, pesticides, fungicides, algacides without prior permission of Licensor. Licensee may not engage in the production, location, transportation, storage, treatment, discharge, disposal, or release upon or under the Licensed Premises of any substance regulated under any local, state or federal environmental protection law or regulation. Licensee agrees to comply with all environmental laws as described in and in accordance with the requirements stated in the attached Exhibit B.

g. **WASTE, NUISANCE.** Licensee must not commit or suffer to be committed any waste or impairment of the Licensed Premises and covenants that it will not do, nor permit to be done, on or about the Licensor's Properties any acts which may be a nuisance.

h. **COMPLIANCE WITH LAWS.** In the exercise of any privilege granted by this License Licensee and any persons using the Licensed Premises must comply with all applicable State, municipal and local laws, and the rules, orders, regulations and other legal requirements applicable to the Licensed Premises or Licensee's use thereof. Licensee must obtain promptly and maintain in effect throughout the term of the License all licenses, permits, authorizations, registrations, rights and franchises necessary for Licensee's use of the Licensed Premises.

i. **DUTY TO MAINTAIN PREMISES.** Licensee, at Licensee's sole expense, must maintain the Licensed Premises in a clean, safe and sanitary condition satisfactory to Licensor.

j. **STRUCTURES, CHANGES, DAMAGE, RESTORATION.** Licensee must not place or construct upon, over or under the Licensed Premises an installation or structure of any kind or character, except as specifically authorized herein. Licensee must not alter, destroy, displace, or damage the condition of the Licensed Premises or any neighboring property in the exercise of the privileges granted by this License without the written consent of Licensor and any other affected landowner and, if applicable, any other person or entity having an interest in or right to use or occupy the Licensed Premises. Licensee will bear all costs and expenses associated with performing any permitted alterations, including without limitation costs of construction and any increased operating costs resulting from such alterations. Upon termination or expiration of this License Licensee must replace,

return, repair and restore the Licensed Premises to its condition upon the commencement of the License, at Licensee's sole cost and expense.

k. **CONDUCT.** Licensee must confine activities on the Licensed Premises strictly to those necessary for the enjoyment of the privilege hereby licensed, and must refrain from marring or impairing the appearance of the Licensed Premises

obstructing access thereto, interfering with the transaction of Licensor's business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism. Licensee must not, in its use of the Licensed Premises, discriminate against any person on the ground of race, color, religion, gender, national origin, age or disability.

l. **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment, or relinquishment of this License will be assumed and paid or discharged by the Licensee.

m. **RESPONSIBILITY FOR OTHERS.** Licensee will be responsible for the conduct and discipline of its employees, contractors, subcontractors, invitees, licensees, and other persons entering upon or using the Licensed Premises.

n. **TERMINATION.** The License may be terminated by either Party, in that Party's sole discretion, upon delivery of 60 days written notice of termination to the other Party, in the manner provided herein. In addition, the License may be terminated by the City for cause, including Licensee's breach of any material provision of this Agreement, or canceled pursuant to A.R.S. § 38-511. Licensee will have no recourse against Licensor for termination of this License. If the License is terminated due to a breach by Licensee, Licensor may take any action reasonably determined by Licensor to be necessary to correct such default, including without limitation, making any repair or modification to or removing any of Licensee's improvements. Licensee hereby waives and releases Licensor from any claims resulting from Licensor's self-help actions, and agrees to reimburse Licensor, upon demand, for all reasonable costs incurred by Licensor to remedy any default by Licensee.

o. **INDEMNIFICATION.** To the extent permissible or not prohibited under applicable state law, each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers

p. **INSURANCE REQUIREMENTS.** Licensee shall maintain the coverages required in Exhibit B in the amounts required during the term of this License.

q. **NOTICES.** All notices or other communications required or permitted to be provided pursuant to this License must be in writing and may be hand delivered, emailed, sent by United States Mail, postage prepaid, or delivered by a nationally recognized courier service to Licensee(s). Any notice will be deemed to have been given when delivered if hand delivered or emailed, when received if sent by courier, or forty-eight (48) hours following deposit in the United States Mail, addressed as stated in § 2 or § 7 of the License, as applicable

r. **MISCELLANEOUS.** This License constitutes the entire agreement between the parties, and any amendment thereto must be in writing, signed by both parties. No waiver of any breach of any provision of this License may be construed as a waiver of any succeeding breach of the same or any other covenant or conditions. The laws of the State of Arizona will govern the interpretation and enforcement of this License, Jurisdiction and venue in any action arising out of this License will lie exclusively with the State Courts of Maricopa County, Arizona.

**Exhibit A to Revocable License for Use of State Owned-Real Property**

**Building Layout of Licensed Premises**

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# **EXHIBIT 5**

**ARIZONA SUPREME COURT**

ARIZONA RIGHT TO LIFE, a non-profit corporation,

Plaintiff/Appellant,

v.

ADRIAN FONTES, in his official capacity as the Secretary of State of Arizona,

Defendant/Appellee,

and

ARIZONA FOR ABORTION ACCESS,  
A political committee,

Real Party in Interest/  
Appellees.

No. CV-24-0180-AP/EL

Maricopa County Superior Court  
No. CV2024-019610

**NOTICE REGARDING PRINTING DEADLINE**

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ARIZONA ATTORNEY GENERAL

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*Attorneys for Arizona*  
*Secretary of State Adrian Fontes*



Pursuant to this Court's August 8, 2024 Order, nominal party Secretary of State Adrian Fontes provides notice that the earliest county ballot printing deadline is August 22, 2024, for Coconino and Maricopa Counties.

Respectfully submitted this 9th day of August, 2024.

Kristin K. Mayes  
Attorney General

*/s/ Karen J. Hartman-Tellez*

---

Kara Karlson  
Karen J. Hartman-Tellez  
Senior Litigation Counsel  
Kyle Cummings  
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*Attorneys for Arizona  
Secretary of State Adrian Fontes*

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**ARIZONA SUPREME COURT**

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A political committee,

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No. CV2024-019610

**CERTIFICATE OF SERVICE**

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ARIZONA ATTORNEY GENERAL

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*Attorneys for Arizona*  
*Secretary of State Adrian Fontes*

I am a legal secretary with the Office of the Arizona Attorney General. I hereby certify that on August 9, 2024, I (1) electronically filed with the Clerk of the Court using the TurboCourt system for filing Notice Regarding Printing Deadline and (2) electronically served by email and by using the TurboCourt system a copy of the Secretary of State's Notice Regarding Printing Deadline on the following persons:

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I certify under penalty of perjury that the foregoing is true and correct.

Executed on August 9, 2024.

/s/ Monica Quinonez

Kristin K. Mayes  
Attorney General

/s/ Karen J. Hartman-Tellez

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