

I. Declaration of Camille Lowman

Regarding:

October 2025 violations of
RCW 42.20.070 and RCW 9A.76.175.

DECLARATION

I, Camille Lowman, make the following declaration:

1. I am over the age of eighteen (18), am competent to testify to the facts set forth herein and make this declaration upon personal knowledge.
2. I have been a parent of a child (or children) in the Evergreen School District and I have been involved in advocacy regarding my concerns with respect to the management of resources by the Evergreen School District (ESD) since 2023. In the time of my advocacy, I have previously had contacts with Gary Wilson, a elected board member on the Evergreen School District Board of Directors.
3. I was one of three individuals who provided the original documentation relating to a request for a criminal investigation as to potential violation(s) of RCW 40.16.020 by ESD Chief Operations Officer (COO) Jenae Gomes. It is my understanding that

1 this investigation has been undertaken under Vancouver Police Department (VPD)
2 report number 25-17448, and the lead Detective (Det.), is VPD Det. Jay Alie.
3 Although I have made inquiries about the status of the investigation, the current
4 status of this investigation is unknown.

- 5 4. In the last week of December 2025, I was contacted by Evergreen School District
6 (ESD) Board of Directors member Gary Wilson relating to some questions and
7 concerns he had and asking for my input. Over this time period Mr. Wilson and I
8 discussed a number of topics. One that was raised related to the criminal
9 investigation of Jenae Gomes in relation to allegations she violated RCW
10 40.16.020, the investigation under (VPD) report number 25-17448.

11 During the course of our discussion, I responded to an inquiry and informed Gary
12 Wilson that Garret Williams, who is an attorney with the Stevens/Clay law firm, had
13 informed VPD Det. Jay Alie in writing via an email that he represented the ESD
14 Board of Directors, and Jenae Gomes in relation to the criminal investigation. The
15 Stevens/ Clay law firm represents the Evergreen School District regularly on
16 school district matters. I also indicated to Gary Wilson that Jenae Gomes had also
17 written two emails confirming that Garrett Williams' answering questions on was
18 the case on behalf of the ESD board.

19 Mr. Gary Wilson indicated to me that he was completely unaware that Mr. Garrett
20 Williams was responding on his behalf. I indicated to Gary Wilson that I had
21 documentation related to these issues and he asked me for the documents.

22 I provided Gary Wilson with hard copies of the Declarations of Adam Aguilera and
23 Danny Stevenson. I also provided Gary Wilson with copies of Exhibits 1 through
24 10, and Exhibit 12 attached with Adam Aguilera's declaration. I provided Gary
25 Wilson with a hard copy of Attachment A,B,C. I provided Gary Wilson with
26 electronic copies of Attachment A,B,C, and the October 2025 Stevens/Clay invoice
27 submitted to the Evergreen School District and approved for payment by Jenae
28 Gomes. After receiving what I understood by reviewing these documents Gary
Wilson again confirmed he was unaware that Garrett Williams was engaging with
Jay Alie.

In summary, from the last week of December of 2025 and into the first couple of
days in January 2026, I provided true and accurate copies of the following
documents to Gary Wilson, and they are set out in a table below:

#	Exhibit Number	Description of the exhibit	Dates:
1.	Exhibit 1 a	Email Tim Siess email to R Perkins (This is Exhibit #3 in Adam Aguilera's declaration and Danny Stevenson's declaration)	9/22/2023, Friday, 5:50 p.m.
2.	Exhibit 1 b	Email chain between Tony Miles, the ESD Board, and Gary Wilson. This contains the outline of Tony Miles offer on other information, and Gary Wilson asking for a back-up copy. (This is Exhibit #8 in Adam Aguilera's declaration)	10 10 24 to 10 11 24
3.	Exhibit 2	Third Party investigator report pages 1,2, and 9, (This is Exhibit #7 in Adam Aguilera's declaration and Danny Stevenson's declaration) and part of subject matter of the ESD October 10, 2024, Appellate Proceeding. Exhibit 2 also includes the invoices submitted to the District by the Third-Party Investigator totaling \$29,790.00.	August 23, 2024
4.	Exhibit 3	Stevens Clay October 2024 invoice This document is evidence that Garrett Williams billed the ESD for 10.50 hours to appear for the October 10, 2024, appellate proceeding where Adam Aguilar, and three other witnesses presented documents and information challenging the validity of the September 4, 2023, supplemental Contracts.	November 19, 2024
5.	Exhibit 4	Daniel Stevenson's document "Integrity. Honesty. Public Trust. Principled. Forthright. Sincere. Trustworthy. Honorable. These qualities were lacking at EPS in August-October 2023." On October 10, 2024, This document was provided to • The ESD Board • Interim Sup Moloney • Garrett Williams (This is Exhibit 9 in Adam Aguilera's Declaration and Danny Stevenson's Declaration)	October 10, 2024,
6.	Exhibit 5	Attachment A, B, C, These are emails between Vancouver Police Det. Jay Alie and Garrett Williams, Jenae Gomes, Anna Klien, Rachel Rogers and Lori Strohl, ESD President Weatherspoon, ESD Superintendent Moloney This was provided to ESD Board member Gary Wilson.	September 8, 2025, to October 29, 2025

7.	Exhibit 6	October 2025 Stevens Clay invoice with the following dates billed related to the defense of Jenae Gomes				November 17, 2025 (received by ESD HR) Payment authorized by Jenae Gomes through a purchase order
		10/14/2025	GJW	Multiple correspondence with investigative officer; work on accommodation requests and correspondence with opposing counsel	1.30	
		10/15/2025	GJW	Correspondence with police department and work on personnel matters; work on ULP materials; work on student discipline matter and correspondence with Cale Piland; work on parent matter and correspondence with Shane Gardner.	2.70	
		10/22/2025	GJW	Correspondence with opposing counsel and work on parent matter; further work on investigation and prepare correspondence	1.60	
		10/27/2025	GJW	Correspondence with investigator; correspondence with Jenae Gomes; work on information request	0.60	
		10/28/2025	GJW	Research PERC decisions and work on grievance and ULP; correspondence and phone call with HR re same; continue work on investigation	2.90	
		10/29/2025	GJW	Work on personnel matter for Danny Orrantia; follow-up work on ULP; correspondence with investigator; correspondence with opposing counsel and work on student matter	1.50	

5. It is important that I am clear regarding my experience and Gary Wilson's experience on October 10, 2024, relating to Jenae Gomes' September 4, 2023, supplemental contracts.

On October 10, 2024, I was present at the Evergreen School District Administrative Service Center to be a witness for Adam Aguilera's appeal of a issues as to third-party investigation. The subject matter of the third-party investigation was in part to address the validity of a September 4, 2023, supplemental contract which Jenae Gomes had signed to pay her \$13,980.00.

When I was present at the appellate proceeding I saw Gary Wilson, who was present on October 10, 2024, for my presentation on use of supplemental contracts for such payments. I witnessed this because we were in the same room with Adam Aguilera, the entire ESD board, Jenae Gomes, and Garrett Williams among others.

I know that Danny Stevenson, Tony Miles and Tim Siess were also present as witnesses for the October 10, 2024, appellate proceeding.

The appellate proceeding occurred after a complaint was filed by Adam Aguilera in the spring of 2024 in part relating to validity of Jenae Gomes' September 4, 2023, supplemental contract. ESD Superintendent John Boyd initiated an investigation by hiring or retaining a third-party investigator. The third-party investigator addressed number of issues, one of which specifically was the September 4, 2023, supplemental contract used to pay COO Jenae Gomes \$13980.00. There is no question that the ESD secured a third-party investigator, the allegations relating to the validity of the supplemental contract. It is understood that the third-party investigator was paid over \$29,000 to conduct the and complete the investigation. When Adam Aguilera was provided with the investigation, he appealed the findings related to the supplemental contracts among other items.

On October 10, 2024, Gary Wilson was present for Adam Aguilera's appellate proceeding before the ESD Board, with Garrett Williams, Jenae Gomes and Superintendent Moloney and me also being present.

6. There were four (4) live presentations given on the topic of Jenae Gomes' September 4, 2023, supplemental contract:

Danny Stevenson, a former employee from ESD payroll who Jenae Gomes terminated when he challenged the efficacy of her supplemental contract in September of 2023. (See: Declaration of Danny Stevenson and Declaration of Adam Aguilera).

Tim Siess, a teacher in the ESD for over three decades who contacted ESD President of the Board of Directors Rob Perkins and requested an investigation in 2023. (See: Exhibit # 1).

I presented to the board on the topic of the use by other districts to provide additional pay in this manner to administrators through supplemental contracts.

Adam Aguilera also gave a presentation on the investigation and the topic of the supplemental contract(s). (See: Declaration of Adam Aguilera and Declaration of Danny Stevenson and Declaration of Tim Siess).

7. Mr. Wilson was present at the October 10, 2024, appellate proceeding and it is my understanding that he witnessed Tim Siess', Adam Aguilera's, and Danny Stevenson's presentations. In the content of these presentations the facts were addressed that each of them had all previously complained about the September 4, 2023, supplemental contract issue to Jenae Gomes and others. It is understood that Tim Siess specified in the October 10, 2024, appellate proceeding that he emailed and spoke with ESD President (at the time) Rob Perkins complained about the supplemental contract and requested an investigation. (See Exhibit #1).

It is understood that on October 10, 2023, Danny Stevenson handed his written document to the ESD board, which included Gary Wilson. It is understood that Gary Wilson was present for Danny Stevenson's presentation. (See Exhibit #2).

It is understood that the ESD Board was aware that the entire purpose of the hearing was based upon Adam Aguilera's complaint relating to the quality of the investigation as to the viability of Jenae Gomes' September 4, 2023, supplemental contract.

In my experience with Gary Wilson, he appears to pay attention to details.

It would appear clear from all the facts above that Gary Wilson had knowledge, going back to October 10, 2024, that there were complaints about the validity of Jenae Gomes September 4, 2023, supplemental contract.

It would appear clear from all the facts above that Gary Wilson had knowledge, going back to October 10, 2024, that the district retained a third-party investigator about the validity of Jenae Gomes September 4, 2023, supplemental contract.

It would appear clear from all the facts above that Gary Wilson had knowledge, going back to October 10, 2024, that the district retained a third-party investigator about the validity of Jenae Gomes September 4, 2023, supplemental contract.

It would appear clear from all the facts above that Gary Wilson had knowledge, going back to October 10, 2024, that Jenae Gomes and Garrett Williams were also present at the October 10, 2024, and would also have the same knowledge about the complaints, the retention of a third-party investigator and the fact there was investigation into the validity of Jenae Gomes' September 4, 2023 supplemental contract.

- 1 8. In the last week after ESD Board Member Gary Wilson contacted me, he was
2 provided documentation after he requested Attachments A, B, and C, and he was
3 provided the Declarations and exhibits from Adam Aguilera, Danny Stevenson, and
4 Tim Siess. After reviewing these documents, Gary Wilson informed me that no one
5 had kept him in the loop and that he was unaware that Mr. Williams was interacting
6 with VPD Det. Jay Alie on his behalf, providing him with false or misleading
7 statements.
- 8 9. On January 2, 2026, I sent Gary Wilson a follow-up email. I indicated that in the
9 last years I have heard about and read about the Washington Constitutional
10 prohibition relating to the "gifting" of public funds. I informed him that it was my
11 understanding that the purpose of the Washington State Constitutional provisions
12 on this topic was designed to prevent public funds from being used to benefit
13 private interests (here to defend an individual accused of a crime) where the use of
14 the public funds is not primarily serving the interest of the public.

15 I indicated to Gary Wilson that based upon Gary Wilson had indicated about being
16 unaware about Garrett Williams' role as to providing false information to Jay Alie.
17 It would appear there are at least three problems regarding the use of public funds
18 to pay Garrett Williams.

19 First it appeared that there was no evidence that the ESD board had approved
20 Garrett Williams to speak on their behalf in the criminal investigation.

21 Second, it appeared that the ESD board had not publicly approved Garrett
22 Williams to defend Jenae Gomes in a criminal investigation in accordance with the
23 Open Public Meetings act.

24 Third, even if there was approval by someone (not the ESD board) it appeared that
25 Garrett Williams had not received approval to provide false and/or misleading
26 information to a public servant on behalf of the ESD board.

27 I indicated that it appeared reasonable that this type of action, i.e. providing false
28 information to a public servant, could never be an expenditure which benefited the
public.

On the topic of the false or misleading information I indicated to Gary Wilson that
based upon what he had said this week and the documentation that exists, and of
which Gary Wilson was now are aware (or knew about) that that public funds
(paying Garrett Williams) had been used for the personal benefit of a public officer,
Jenae Gomes. I indicated to Gary Wilson that it was apparent by his statements

1 that he knew he didn't approve the funds for such a purpose, i.e. providing false or
2 misleading information to a public officer. I indicated that Gary Wilson knew from
3 the emails set out in Attachment A, B, and C, that he didn't have any information
4 that anyone other than Jenae Gomes approved the payment of the Stevens/Clay
5 October 2025 invoice. (See: Exhibit 6 October 2025 Stevens/Clay invoice). It
6 should be clear that Exhibit 6 is a true and accurate copy of the 2025 Stevens/Clay
7 invoice I provided to Gary Wilson on January 2, 2026, in an email.

8 In the January 2, 2026, email I indicated to Gary Wilson that it appears that Jenae
9 Gomes approval of the funds for her personal benefits appeared to be a new
10 crime. I also indicated to Gary Wilson that he holds office and act in the public
11 trust and therefore it appeared RCW 42.20.100, requires reporting by someone in
12 his position (and with his amount of knowledge), that crimes may have been
13 committed under RCW 42.20.070, by a someone in Jenae Gomes position.

14 I indicated to Gary Wilson that it appeared he had a duty to report the misuse or
15 misappropriation of public funds by Jenae Gomes for the reasons stated above,
16 which were used to pay Garrett Williams in October 2025, to provide false
17 information for her personal criminal defense.

18 I informed Gary Wilson about this as I believe based upon my past interactions
19 with him that he appears to understand the importance of his position and the need
20 to maintain the public's trust in elected officials and it appeared that he was
21 completely unaware of Garrett Williams' actions. To be clear, in the past if Gary
22 Wilson had information that he was unable to discuss because it had been a topic
23 in executive session, Gary Wilson would state to me that he couldn't address the
24 issue. However, Gary Wilson in the last week has indicated he was completely
25 unaware that a lawyer had written that he was speaking for the ESD board, in
26 summary for Gary Wilson in a criminal investigation. Specifically, Gary Wilson was
27 clear that he was unaware that Garrett Williams had been authorized to provide
28 false information. I believe that Gary Wilson's responses to me regarding his being
unaware of the above facts were honest.

10. In my January 2, 2026, email to Gary Wilson, I provided Gary Wilson the following
summary of information which he already had been provided, as follows with the
table:

On October 27, 2025, Garrett Williams got an email from Jay Alie asking for
specifics relating to a prior employee and the investigation of the supplemental

contracts. The October 27, 2025 emails are set out in the Attachment A .pdf and below the table for ease of access.

The billing entry on 10/27/25 indicates:

"Correspondence with investigator; correspondence with Jenae Gomes; work on information request."

This shows what appears to be a clear connection to Jenae Gomes and the false or misleading statements provided by Garrett Williams on 10/28/25 to VPD Det. Jay Alie , when he stated as follows (all the false statements are in red (5050 doesn't expressly state authorize the superintendent to act)):

"There was no investigation involving an employee named Clay Stevens.

For context, the law firm I work for is Stevens Clay.

This appears to be another instance of certain factions circulating fragments of information and attempting to string them together into a narrative.

In 2023, a payroll department employee voluntarily resigned after it was discovered they had breached confidentiality by photographing employee pay stubs and sharing them with a family relative. One of those pay stubs belonged to Jenae Gomes. However, no complaint was made regarding the validity of her contract (or those of the three other bargaining team members), nor was an investigator retained.

The suggestion that there was a separate investigation concerning these supplemental contracts is likewise incorrect. As mentioned, these contracts were issued under Board Policy 5050, which expressly authorizes the superintendent to issue supplemental contracts to any employee for additional duties."

Date	Initials	Description	Quantity	Rate	Total
10/14/2025	GJW	Multiple correspondence with investigative officer; work on accommodation requests and correspondence with opposing counsel	1.30	\$295.00	\$383.50
10/15/2025	GJW	Correspondence with police department and work on personnel matters;	2.70	\$295.00	\$796.50

		work on ULP materials; work on student discipline matter and correspondence with Cal e Piland;			
		work on parent matter and correspondence with Sh ane Gardner.			
10/22/2025	GJW	Correspondence with opposing counsel and work on parent matter;	1.60	\$295.00	\$472.00
		further work on investigation and prepare correspondence.			
10/27/2025	GJW	Correspondence with investigator;	0.60	\$295.00	\$177.00
		correspondence with Jenae Gomes; work on information request			
10/28/2025	GJW	Research PERC decisions and work on grievance and ULP ;	2.90	\$295.00	\$855.50
		correspondence and phone call with HR re same; continue work on investigation			
10/29/2025	GJW	Work on personnel matter for Danny Orrantia; follow-up work on ULP;	1.50	\$295.00	\$413.00
		correspondence with investigator;			
		correspondence with opposing counsel and work on student matter			
					\$3097.50

11. I provided the above presentation of information to Gary Wilson on January 2, 2026, because I hoped to make it clear that he and I both knew that the information

1 in Garrett Williams email to VPD Det. Jay Alie was false and misleading. Gary
2 Wilson and I had been at the same proceeding on October 10, 2024.

3 Gary Wilson had even reached out to Tony Miles for information from that
4 appellate proceeding. Gary Wilson and I both knew that complaints, more than
5 one, had been made regarding the validity of Jenae Gomes September 4, 2023,
6 supplemental contract.

7 Gary Wilson and I both knew that an investigator had been retained by the ESD to
8 address the complaints regarding the validity of Jenae Gomes September 4, 2023,
9 supplemental contract.

10 Gary Wilson and I both knew that an investigation had been conducted by the
11 retained investigator regarding the validity of Jenae Gomes September 4, 2023,
12 supplemental contract.

13 In summary, on January 2, 2026, I wanted Gary Wilson to understand that it was
14 undeniable that Garrett Williams had been paid by the district in the name of the
15 board to provide false or misleading material information to a public servant.

16 It was my hope that a presentation of the facts in this manner would make the
17 issues clear.

- 18 12. I am providing the above information regarding Gary Wilson's statements with
19 respect to having no knowledge of Garrett Williams' actions, i.e. being paid to
20 provide false and misleading information to VPD Det. Jay Alie on behalf of the ESD
21 board as evidence of a new crime, here misappropriation of public funds under
22 RCW 42.20.070. This new crime is directly related to the original investigation
23 under Vancouver Police Department (VPD) report number 25-17448.

24 It is my understanding that Gary Wilson would confirm at a minimum that the
25 following facts are true:

26 Gary Wilson and I both knew that complaints, more than one, had been made
27 regarding the validity of Jenae Gomes September 4, 2023, supplemental
28 contract, which occurred long before Garrett Williams written response by
email to VPD Det. Jay Alie.

Gary Wilson and I both knew that an investigator had been retained by the
ESD to address the complaints regarding the validity of Jenae Gomes

1 September 4, 2023, supplemental contract, which occurred in 2024, long
2 before Garrett Williams written response by email to VPD Det. Jay Alie.

3 Gary Wilson and I both knew that an investigation had been conducted by the
4 retained investigator regarding the validity of Jenae Gomes September 4,
5 2023, supplemental contract, which occurred in 2024, long before Garrett
6 Williams written response by email to VPD Det. Jay Alie.

7 Garrett Williams did not have Gary Wilson's permission to act on Gary Wilson's
8 behalf in providing false information to VPD Det. Jay Alie.

9 That Garrett Williams' written statements on October 28, 2025, as follows
10 appear clearly to be false and misleading in response to material questions
11 from VPD Det. Jay Alie, the statements were as follows:

12 "However, no complaint was made regarding the validity of her
13 contract (or those of the three other bargaining team members),
14 nor was an investigator retained.

15 The suggestion that there was a separate investigation
16 concerning these supplemental contracts is likewise incorrect.
17 (See Exhibit #5 page A001 to A002)

18 Finally, that Gary Wilson did not have knowledge that Evergreen School
19 District was paying Garrett Williams to provide the above false
20 statements for the criminal investigation relating Jenae Gomes'
21 September 4, 2023, supplemental contracts.

- 22 13. Gary Wilson understood that I was providing a declaration to law enforcement.
23 Gary Wilson was not prepared to report himself although he understood that
24 Garrett Williams had, on October 28, 2025, provided false or misleading
25 statements to VPD Det. Jay Alie as set out above.
- 26 14. The above statements were provided by me voluntarily and knowingly to assist
27 law enforcement in this matter which were based upon my observations on
28 /
/
/

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

I CERTIFY AND DECLARE UNDER PENALTY OF PERJURY AND THE LAWS OF THE STATE OF WASHINGTON THAT THE FOREGOING STATEMENT IS TRUE AND CORRECT.

DATED this 5th day of January 2026.

Camille Lawman

Camille Lowman
Signed in Clark County,
in the State of Washington