

I. Declaration of Daniel (Danny) Stevenson

I. DECLARATION

I, Daniel Stevenson, 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. My name is Daniel Stevenson, but many times I am referred to as Danny Stevenson as well. I was previously employed in the Evergreen School District (ESD) as a school bus driver and then a staff member in the Evergreen School District payroll department where I worked for several years. I have attached my evaluations for six of the years that I worked with the Evergreen School District. (See Exhibit # 2).
3. When I was employed in the Evergreen School District, I was a member of the Professional Educators Association (PSE) for the entire time I was employed. In the sections below I have set out documented instances involving Jenae Gomes, the current Chief Operations Officer (COO) of the ESD, and her actions relating to me. Additionally, I have set out her actions that occurred in prior years of engaging in the manipulation of the language in an investigation and/or taking action to omit information from investigative report and as it is understood the Evergreen School

1 Board (ESD) at some point. Prior to Ms. Gomes being the COO, Ms. Gomes was
2 the Senior Director of Human Resources or identified as the Chief Human
3 Resources Officer.

4 The actions of prior manipulation and intimidation are documented and are part of
5 the record in the *Dodge* case, a case from the Ninth Circuit Court of Appeals. It is
6 my understanding that the facts in the *Dodge* case in the Ninth Circuit Court of
7 Appeals case were generally known by members of the ESD Board by September
8 of 2023 and/or an attorney or attorneys of the Stevens/ Clay law firms. The specifics
9 are of the *Dodge* case are set out below at item number # 5 of this declaration.

- 10 4. In June of 2023, I had a very positive evaluation from my supervisor in the payroll
11 division in the Evergreen School District. (See Exhibit # 2, page BS 020). My
12 evaluator indicated:

13 "You have settled in to your role as payroll technician and are a primary
14 contributor to the success of the work we do. You are knowledgeable, helpful to
15 both employees and teammates. and maintain a calm, positive disposition even
16 in the most stressful of situations. I appreciate this about you so much.

17 New PSE bargaining language was implemented in January of 2022 that
18 turned the way payroll processes employee personal leave on its ear. You
19 were helpful to me in mining the CBA details and conforming to the new rules
20 so payroll could successfully move forward with the new method." (See Exhibit
21 # 2, page BS 029).

22 In early September of 2023, I was working during the time period that the
23 Evergreen Educators Association (EEA) voted to strike due to their contract
24 expiring with the Evergreen School District (ESD). In early September 2023, I was
25 made aware of four supplemental contracts that concerned myself and my co-
26 workers. I considered myself to be knowledgeable at my job as a payroll
27 technician and at following our protocols while dealing with the details and
28 concerns of my coworkers.

29 The four (4) supplemental contracts related to the ESD payroll department raised
30 built in alerts which were tripped with respect to salaried administrative employees
31 receiving what appeared to be overtime pay to perform work whereby they were
32 already receiving payments to perform. These alarms and other related issues set
33 out below regarding excess pay been issued in the given time period were also a
34 concern. (See Exhibit # 9).

1 In early September 2023, myself and other ESD payroll staff were asked to
2 process, during the strike time period, pay relating to supplemental contracts for
3 four (4) members of ESD Administrative Bargaining team, specifically Ms. Gomes,
4 Ms. Thompson, Ms. Jacobson, Ms. Hitte.

5 It is my memory that I was tasked with the job of processing one of the above
6 September 4, 2023 Supplemental Contracts because Ms. Tracy Thompson fell
7 within the alphabet of people I process. The Supplemental Contracts were
8 constructed to pay the four ESD administrators for a time period that was greater
9 than a month time frame, August 1, 2023 to September 5, 2023.

10 This payment was not in the normal payroll cycle, and this would mean that the
11 payroll department would have to issue payment through a "special payroll"
12 process run for only them. (See Exhibit # 9).

13 The "special payroll process" prior to this event was generally handled only by
14 payroll management employees. This occurred when the non-management
15 employees had made some type of error in a previous pay period on a given
16 employee's payroll. (See Exhibit #9).

17 In summary, this "special payroll process" occurs when an employee has been
18 underpaid and the reason to rush payments to a given employee on a "special
19 payroll process" was to get funds to the employee quickly to avoid the given
20 employee suffering a salary deficit issue. (See Exhibit # 9).

21 By contrast the regular payroll process issues payment at the end of each month.
22 The standard practice with normal end of month payroll and if the pay for a given
23 person was too high this would return high income flags. With the request for
24 issuance in of "special pay roll" for lump sum payments within 5 days of the
25 issuance of the contracts, i.e. in early September of 2023, those same income
26 flags came into play.

27 Specifically, payment to all four administrative bargaining team members was
28 described as payment for work performed August 1, 2023, to September 5, 2023.
Lump sums were to be paid by: (09/10/23) September 10, 2023. This means a
"special payroll" had to be run for the four administrators and completed in four
business days as September 10, 2023, was a Sunday.

The normal payroll procedure would be to engage in "End of month payroll." The
payroll department generally runs preliminary testing numbers, this as a standard
practice. The bargaining members in the test run began returning "high income
flags." In the case of processing the four September 2023 supplemental contracts,
alerts were triggered indicating to Danny Stevenson, and the other payroll staff
working on the Supplemental Contracts, that payroll being issued was too high for

1 each of the individuals on the bargaining team and they were flagged as "high
2 earners."

3 In summary, in September of 2023, I raised concerns internally and my coworkers
4 and I were ordered to push the payments through payroll. I then contacted my
5 sister, Katie Rich, who was, and is, a teacher at Union High School. I spoke to her.
6 She was never provided with any documentation or pictures of any kind which
7 came from me relating to the contracts. I am aware of no known attempts to
8 interview my sister about this matter. (See Exhibit # 9.)

9 After I reached out to Katie Rich, she contacted Mr. Tim Siess, who was also a
10 teacher at Union High School. I was informed that Mr. Siess, had a prior
11 relationship with an ESD board member, Rob Perkins. Mr. Siess contacted Mr.
12 Perkins on September 22, 2023, by email to inform him about my concerns. (See
13 exhibit # 3). It is my understanding that Tim Siess also spoke on the phone with
14 Rob Perkins close in time to the September 22, 2023, and about the same subject
15 matter set out in the email. It is my understanding that Tim Siess did not identify
16 me in his interactions with Mr. Rob Perkins either by email or phone. A true and
17 accurate copy of the email that Tim Siess sent to Rob Perkins is set out below and
18 included as Exhibit #3 and reads as follows:

19 From: Tim Siess [REDACTED]

20 Date: Fri, Sep 22, 2023 at 5:50 PM

21 Subject: Bonus for bargaining team

22 To: rob.perkins@evergreenps.org <rob.perkins@evergreenps.org>

23 Hi Rob,

24 I hope life has settled down after the strike -- I think I am about
25 caught up!

26 I am writing because I heard some news today that you should
27 know about if you don't.

28 Word on the street, from a well-placed reliable source, is that
Janae Gomes and the rest of the district bargaining team
allocated themselves something in the neighborhood of a
\$14,000 bonus for their time spent bargaining.

I am figuring that the board must know about this?

If you don't know about it, can you do some investigating?

And if you are aware, can you provide some justification?

I would think that when this gets out -- and things like this always
do get out -- that teachers and other constituents might be a bit
upset.

Any light you can shed is appreciated.

Thanks much,

Tim Siess

Union HS (See Exhibit #3).

1 On September 26, 2023, less than two business days later, I was contacted and
2 informed I need to appear for a meeting. (See exhibit #4). On September 26,
3 2025, I was placed on administrative leave, and I was instructed through a letter
4 that I was to do the following:

- 5 • Avoid any contact or communication (including texts, social media,
6 etc.) with other employees, students, and/or parents that could be
7 considered interfering with the investigation or could be considered
8 an attempt to influence the investigation.
- 9 • Avoid any retaliatory conduct towards others.

10 For the entire time I was on administrative leave I did not contact any employees in
11 an attempt to influence or interfere in any investigation. I did not violate the above
12 conditions of my administrative leave.

13 On September 27, 2023, I received an email from Jenae Gomes ordering me back
14 for a meeting to be held on September 29, 2023. (See Exhibit #5.)

15 It is important that I indicate that until my placement on administrative leave, COO
16 Jenae Gomes and I had never had any contact that I can recall. Jenae Gomes
17 was not part of my evaluations. (See Exhibit#2 BS). The first time I recall hearing
18 Ms. Gomes speak to me was during the administrative leave process.

19 On September 29, 2023, Jenae Gomes appeared at the meeting and indicated to
20 me that because I had gone outside of the payroll department to make inquiries
21 about the four Supplemental Contracts.

22 At the meeting on September 29, 2023,
23 Jenae Gomes told me:

- 24 • that teachers couldn't trust me; (See Exhibit #9 as to my written document
25 on this topic);
- 26 • that the schoolboard couldn't trust me (See Exhibit #9 as to my written
27 document on this topic);
- 28 • and everyone was very upset and angry that their payroll person would leak
information. (See Exhibit #9 as to my written document on this topic):
- I was also informed that they had discovered I had a family member within
the district. This caused me concern as to potential retaliatory action with
respect to my sister. This was especially a concern given concerns relating
to potential retaliation to my sister. My sister is still employed as a teacher
at Union High School.
- I responded to Ms. Gomes comment that no one could trust me and
indicated that I was sorry to have caused others to feel that way and I
informed Jenae Gomes that I had merely asked if anyone had ever been
paid overtime (OT) or additional extra pay for bargaining. (See Exhibit #9).

- Jenae Gomes immediately responded by asking me why it was my responsibility to find that out or investigate the matter. On September 29, 2023, I did not respond to Jenae Gomes' question about why it was my responsibility. In 2024 through statements written and oral he indicated to the Board he did believe he was in a position of public trust and that it appeared that someone should be asking. (See Exhibit #9).
- Jenae Gomes told me that my integrity and character were both lacking and hers were above reproach. (See Exhibit #9).
- Jenae Gomes informed me that I could resign with pay or be fired and if I was fired I would owe them money for the time I was on administrative leave. (See Exhibit # 9).
- At one point Jenae Gomes informed me that I had violated the terms of my administrative leave by speaking with an Evergreen School District Employee. I was confused by this as I was not barred from speaking with Evergreen School District Employees. (See Exhibit #4). I had been ordered not to discuss the circumstances surrounding my placement on administrative leave. I abided by this order. I was never informed of any investigation related to this accusation and I am unaware of any having been conducted.
- I was informed by union representative if I was fired, I could fight termination and I was informed I would most likely prevail. I was also informed that this could take years. I didn't believe the long fight was worth the reward of getting a job back. This was especially true because if Ms. Gomes was there when I returned there it was essentially guaranteed I would be subject to more of the same sort of retaliation. I was again also concerned about retaliation to my sister if I was to fight for my job. I resigned because I believed it was the best thing for my family, which included protecting my sister.
- In September of 2023, my PSE Union Rep, Rochelle Amos told me that I wasn't the first individual Jenae Gomes tried to defame and intimidate into resigning or firing. Rochelle Amos let me know this wasn't the first time and likely wouldn't be the last time it happened. (See Exhibit #9).
- To provide for my family, I resigned in-lieu of termination and signed a settlement agreement. I did not voluntarily resign without good cause pursuant to RCW 50.20.050 and as a result I was entitled to apply for unemployment. If I had voluntarily resigned I would not have been able to apply for and/or receive unemployment.

1 Additionally, the school District agreed to not oppose my application for
2 employment. This can be confirmed by reviewing my settlement agreement and
3 Evergreen School District and ESD 112 emails on the topic. (See Exhibit 6D).
4 On page 2 (BS 47) Exhibit 6D the following condition:

5 “The Chief Operations Officer ***will be the only authorized district***
6 ***personnel to give any employment references*** requested regarding
7 the Employee.” (Exhibit 6D pg. BS 47).

8 ESD C.O.O. Jenae Gomes made it a condition of my separation agreement that
9 any future employer would have to go to her regarding any reference related to
10 my six plus years of employment with the Evergreen School District. (See
11 Exhibit# 6B and Exhibit# 6D.) Again, this condition was extremely odd to me
12 given that she was the subject of my complaint and more importantly Jenae
13 Gomes had never interacted with me during the entire period of my employment
14 and essentially knew nothing about me.

15 Through viewing the documents (set out at Exhibit# 6A,6B,6C, and 6D)
16 demonstrate, that Jenae Gomes prepared the original draft of the Settlement
17 Agreement and then provided it to Jason Mc Kay from the Stevens/ Clay law
18 firm for review and edits. An edited copy was then provided to my union
19 Representative. It is clear that the law firm of Stevens/ Clay was involved
20 actively giving assistance to my termination of employment. (See Exhibit
21 #6A,6B, and 6C for context).

22 Prior to my resignation in October of 2023, I had years of excellent evaluations,
23 right up to three plus months from his resignation in lieu of termination. (See
24 Exhibit #2 pages BS 28 to 36.) Exhibit# 2 contains true and accurate copies of
25 my evaluations while I was employed by the ESD. In summary, I was not and I
26 am not a “disgruntled employee” or a “disgruntled former employee” in line with
27 the narrative that is anticipated from the ESD.

28 In September of 2023, I was a person who was trying to engage in the legitimate
aspect of my employment, i.e. to verify that the practice of paying additional
money. When I indicate additional money, I mean money that was outside of
their base salary received within their employment contracts. These were
salaried employees who were getting additional money for performing duties
that those employees were already being paid to perform was contrary to normal
practices. (See Exhibit #3). Prior to September 22, 2023, I made efforts to make

1 inquiries within the payroll department about my concerns. I was told to push
2 through payment and my concerns were ignored. I attempted to contact an ESD
3 school board member to inform the school board member of the concerns. (See
4 Exhibit #3). As soon as this occurred, I was almost immediately placed on
5 administrative leave and then forced to resign. Unfortunately, my efforts to seek
6 the truth about my concerns that the District's money was being unlawfully
distributed resulted in the loss of my job and effectively silencing me for
approximately a year.

7 Prior to September of 2023, I had never been in an situation where I had been
8 informed by the ESD that there was any potential discipline for any action or
9 inaction on my part in the work environment. As can be seen in my June 2023
10 Evaluation, I was praised for the care and detail with which I worked. No
11 supervisor had ever encouraged me not to raise questions about subject matter
12 when I was working in the ESD payroll department until September of 2023,
which related directly to Jenae Gomes.

13 In the next section, there is information that I wish I had been aware of in
14 September of 2023 and again in October of 2024, regarding Ms. Gomes' prior
15 history of manipulating the findings of investigative reports where she was the
suspect employee or related in some fashion.

16 **5. Dodge v. Evergreen School District, Jenae Gomes, and ; Caroline Garrett;**

17 In the fall of 2025, I became aware of the facts, which are set out immediately below
18 in this item number, relating to Jenae Gomes previous conduct in the late summer
19 and fall of 2019. Had I been aware in 2024 of these facts this would have impacted
20 the way I prepared my complaint, and my subsequent appeal to the Evergreen
School Board in 2024.

21 In summary, the facts I became aware in 2025 were related to the late summer
22 and/or fall of 2019 while Jenae Gomes was a suspect/witness employee, she used
23 her position to modify the substance of the investigative report of the investigator
24 who was assigned to conduct an investigation of her and another employee among
25 other conduct. This is very clear in the two printed Federal Court opinions.

26 Specifically, the facts I became aware relate to an internal complaint brought forward
27 in the fall of 2019 by a fellow union member and teacher, Mr. Eric Dodge. These
28 facts are set out in the attached Ninth Circuit Court of Appeals decision. (See Exhibit

1 # 1A, page BS 1-13). It is understood that Mr. Dodge, in the late summer of 2019
2 filed a Harassment Intimidation and/or Bullying (HIB) Complaint relating to Jenae
3 Gomes and/or Caroline Garrett. In summary, Mr. Dodge's HIB complaint asserted
4 that actions by both had been initially related to suppressing his first amendment
5 rights to freedom of expression, and then after filing the complaint that Ms. Gomes
6 had engaged in attempts to coerce Mr. Dodge into withdrawing the complaint. The
7 school district delegated the investigation of the complaint to a third party, Clear Risk
8 Solutions (CRS). The identified suspect/witness employees were at least Mr.
9 Gomes and Ms. Garrett.

10 **Fall of 2019, the CRS Dodge preliminary report:**

11 In the fall of 2019, it is understood that CRS completed their investigation and
12 prepared a preliminary investigative report. The CRS preliminary report
13 concluded that:

14 "Dodge was singled out because he wore a 'Make America Great Again'
15 hat" and he was "subjected to negative treatment and denied his freedom
16 of expression..because of perceived stereotypes or political differences
17 of opinion." (See .pdf Exhibit #1A Ninth Circuit Opinion).

18 It is understood from the facts and from the associate court records in the Ninth
19 Circuit Court of Appeals opinion that Jenae Gomes, identified as "HR Officer
20 Gomes" in the opinion, reviewed the CRS preliminary report and asked the CRS
21 investigator to change some of the language in his report before issuing the final
22 report. It is understood that Jenae Gomes was concerned that CRS's
23 conclusions about violation of Dodge's "freedom of expression" and him being
24 singled out for his political beliefs were outside the scope of CRS's task to
25 investigate whether Principal Garrett had violated District policy. It is understood
26 that CRS removed the language that HR Officer Gomes had concerns about.

27 It is understood that Jenae Gomes presented the modified CRS's findings to the
28 school board in the fall of 2019. It is unknown if the ESB board was informed at
the time of Mr. Dodge's appeal of the fact that Ms. Gomes had been involved in
changing the content of a report where she was a suspect / witness employee.

Additionally, it is understood that in the fall of 2019 that Jenae Gomes did not
inform the board that during the pendency of the CRS investigation process that
she tried to induce Mr. Dodge to drop his HIB complaint. Specifically, while the

1 HIB complaint was pending, Ms. Gomes received a public records request from
2 a local newspaper asking about the incident and Mr. Dodge's complaint. It is

3 understood that Mr. Dodge was informed by Ms. Gomes that the District may
4 "have to give [the newspaper] [his] entire personnel file"
5 and then she expressed her concern about his medical information becoming
6 exposed.

7 Ms. Gomes explained that if Mr. Dodge rescinded his HIB complaint, then the
8 District would not have to turn anything over. (See Exhibit #1A and Exhibit #1B
9 Federal District, Western District of Washington court decision both attached
10 court opinions from Dodge v. Evergreen School District, Jenae Gomes and
11 Caroline Garrett.) Mr. Dodge raised the above facts as concerns regarding
12 Jenae Gomes and the Ninth Circuit Court of Appeals stated the following about
13 Mr. Dodge's concerns as to Jenae Gomes' conduct:

14 "It is understandable why Dodge was concerned about HR Officer
15 Gomes being involved in the investigation of his HIB complaint against
16 Principal Garrett given HR Officer Gomes's involvement in the events
17 leading up to his complaint. " (See page BS12 of Exhibit #1A.)

18 It is important to provide context as to a procedural time on Mr. Dodge's internal
19 complaint process and the federal court decisions.

20 In the fall of 2019, Mr. Dodge was not provided with the CRS report, but his HIB
21 complaint was denied. Mr. Dodge complied with the Evergreen School District
22 appellate process and appealed this decision, eventually to the ESD School
23 Board. The ESD appeal proceeding was held before the school board on
24 November 14, 2019. The school board, unaware of the modifications to the
25 CRS report and considered only the modified version of the CRS report. The
26 ESD board sent a written decision to Mr. Dodge on November 18, 2019, finding
27 no violations under District policy or procedure. Mr. Dodge eventually filed a
28 lawsuit in the United States Federal District Court in the Western District of
Washington related to his first amendment claims and other related claims.

The first federal court Dodge decision on substantive issues came out January
31, 2021, from Federal District Court. (See Exhibit #1B). After the Federal
District Court decision Mr. Dodge appealed to the Ninth Circuit Court of Appeals.
The Ninth Circuit Court of Appeals argument was argued and submitted on April

15, 2022. The Ninth Circuit Court of Appeals opinion was filed December 29, 2022. (See Exhibit # 1A).

After just over two years the Ninth Circuit Court of Appeals came to a conclusion that was almost identical to the language Jenae Gomes had removed from the CRS investigation back in 2019. Comparing the language in the preliminary CRS investigation language Jenae Gomes had CRS remove which is known to be as follows:

“Dodge was singled out because he wore a ‘Make America Great Again’ hat” and he was “subjected to negative treatment and denied his freedom of expression..because of perceived stereotypes or political differences of opinion”

to the following language from the Ninth Circuit Court of Appeals. In *Dodge*, the Ninth Circuit Court wrote:

“Because Dodge has presented sufficient evidence from which a jury could find a constitutional violation, we turn to the second part of the qualified immunity analysis: whether the constitutional right that Principal Garrett violated was clearly established at the time of the violation.”.....

(See Exhibit #1A).

“Taking the facts in the light most favorable to Dodge, a jury could find that Principal Garrett retaliated against him for engaging in political speech protected by the First Amendment. Moreover, any violation of Dodge's First Amendment rights by Principal Garrett was clearly established where long-standing precedent has held that concern over the reaction to controversial or disfavored speech itself does not justify restricting such speech. For these reasons, we reverse the district court's grant of summary judgment in favor of Principal Garrett.” (See Exhibit #1A)

In summary, to me as a lay person, it appears clear that as a suspect /witness, HR Officer Jenae Gomes, inserted herself into the investigation (by CRS), deleted important/material information from the CRS investigators report , which denied the ESD board the benefit of that information. In turn, the deleted subject matter/information eventually became the basis of a successful lawsuit against the ESD. A lawsuit which cost hundreds of thousands of dollars, when it was finally settled.

1 On October 10, 2024, as I indicated that I was unaware of the facts above, I was
2 also unaware of some statutes in Washington that I would have addressed to
3 the ESD board of directors. It it my understanding that (CRS) preliminary
4 investigative report was a record or paper appertaining to Ms. Gomes Office as
5 soon as she received it and reviewed it.

6 Ms. Gomes requested that this record be concealed (by deletion and by not
7 providing it to anyone at the ESD) and/or falsified (materially changed by
8 deletion which appears to be falsification by omission). Jenae Gomes, as a
9 suspect/witness employee, used her office to conceal or falsify what was
10 supposed to be an independent investigative or third-party (CRS) investigative
11 report by the action of "requesting CRS to remove discussion of Dodge's
12 "freedom of expression" from its final report." (See Exhibit #1A BS page 12 of
13 the .pdf).

14 Again, based upon my experience I have a general concern that no public
15 officer in the position of public trust should be allowed to modify third-party
16 investigations paid for with public funds in this manner, especially when they
17 are a subject or witness in the investigation. This is a method of covering up
18 information. In addition to the commonsense application, in the *Dodge* matter
19 the result of Ms. Gomes' concealment/falsification potentially contributed to
20 years of litigation on first amendment grounds given relevant information was
21 withheld from elected school board members. Ms. Gomes had CRS delete
22 information that was absolutely relevant as it was based upon the very same
23 facts and/or conclusions which formed the basis of the Ninth Circuit Court's
24 decision that the ESD had violated Mr. Dodge's first amendment rights.

25 **6. 2024: Adam Aguilera's Complaint and Appeal Process in General:**

26 In the spring of 2024, Adam Aguilera, a teacher in the ESD, filed an internal
27 complaint regarding the actions of Jenae Gomes asserting a number of bases. One
28 of the allegations in the complaint related to the Jenae Gomes improper payment to
29 herself and others through the issuance of the September 4, 2023, Supplemental
30 Contracts.

31 A third-party investigator was hired by the ESD to address Mr. Aguilera's complaint
32 about addressing the above issue and others. I was never contacted by the ESD
33 third-party investigator who conducted the investigation over the spring and summer
34 of 2024. Adam Aguilera appealed the results of the investigation and eventually

1 there was a appellate proceeding that was held on October 10, 2024, before the
2 ESD board.

3 Prior to the fall of 2024, I never had any contact that I can recall with Adam Aguilera.
4 In the fall of 2024, I was asked if I would appear at the Evergreen School District
5 Administrative Services Center, the District's main office for the proceeding. In
6 preparation for the hearing, I was given background information about the reasons
7 for the appeal.

8 On October 10, 2024, I provided written (See Exhibit # 9) and verbal facts to Mr.
9 Garrett Williams, attorney for the Evergreen School District, Jenae Gomes, Chief
10 Operations Officer, Christine Moloney, Interim Superintendent, Tracy Thompson,
11 Senior Director of Human Resources, and the ESD board members listed below:

- 12 a. Rob Perkins, President of the Evergreen School Board of Directors,
- 13 b. Julie Bocanegra, member of the Evergreen School Board of Directors,
- 14 c. Ginny Gronwoldt, member of the Evergreen School Board of Directors,
- 15 d. Jacqueline Weatherspoon, member of the Evergreen School Board of
16 Directors,
- 17 e. Gary Wilson, member of the Evergreen School Board of Directors.

18 The written document I served on those present at the ESD appellate proceeding
19 as a basic outline. The written facts were provided in the document to those who
20 were in attendance which are those in the list immediately above, and a true and
21 correct copy is attached as Exhibit # 9.

22 In summary on October 10, 2024, in writing or verbally, those who were present
23 were informed of the facts set out in section four (4) of this declaration. (See Exhibit
24 #9, which was provided to those present at the hearing. When I appeared before
25 the ESD Board (See the list above a,b,c,d, and e, on this page.) Mr. Garrett Williams,
26 Ms. Gomes, Ms. Thompson, Interim Superintendent Moloney, and Adam Aguilera, I
27 used the facts set out in Exhibit #9 as an outline for my presentation to them.

28 For purposes of this declaration, it is my understanding that the ESD 2024 third-
party investigator issued a document in sometime on or about August 23, 2024. (See
Exhibit #7). I was not aware of the specific content of the August 23, 2024 document
when I spoke at the October 10, 2024, ESD appellate proceeding. I was aware
generally of the fact there had been a third-part investigation into the September 4,
2023, Supplemental Contracts and I wasn't referenced at all. It is also my
understanding that neither Tim Siess was contacted nor was my sister Katie Rich

1 contacted by the ESD third-party investigator. On October 10, 2024, I recall that Tim
2 Siess also appeared at the ESD appellate proceeding to provide a statement in
addition to others.

3 As I laid out above, on September 22, 2023, Tim Siess, a Union High School
4 Teacher, sent an email to Rob Perkins, an ESD school board member, and
5 reported his concerns about the allocation of approximately \$14,000 to Ms.
6 Gomes. This was a reference to her payment through the September 4, 2023,
7 Supplemental Contract. Further, in the Tim Siess' email, which was sent to
8 Rob Perkins, Tim Siess asked about the need for an investigation. It is my
understanding that there is no known evidence Mr. Perkins initiated or sought
to initiate a third-party investigation in 2023 relating to Tim Siess' request.

9 After the October 10, 2024, appellate proceeding I have never been contacted by
10 any ESD investigator or any member of law enforcement about what happened to
11 me in September of 2023 and/or October of 2023. It is my understanding that
12 although the ESD administrators have initiated at least one third-party investigation
13 there is nothing documented in any investigation regarding the fact I had concerns
or any mention of my name.

14 Specifically, there is no reference in the third-party investigator's document where
15 Jenae Gomes ever mentioned to the third-party investigator the fact that she moved
16 rapidly to terminate me, including the fact she placed me on administrative leave two
17 (2) business days after Mr. Siess contacted Mr. Perkins by email. It is my
18 understanding that there is no reference in the third-party investigator's document
19 where Jenae Gomes ever mentioned to the third-party investigator that Mr. Siess
20 had reported the matter to Mr. Perkins. There is no mention in the third-party
21 investigation where Ms. Gomes indicated that although she was the suspect
employee related to my concerns and those of Mr. Siess, Ms. Gomes in 2023 did
not engage an outside investigator to examine the concerns raised by myself and
Mr. Siess.

22 **October 28, 2025: Garret Williams apparent material misrepresentations to a**
23 **public servant.**

24 It is my understanding that in October of 2025, that Garrett Williams' the attorney
25 who was present during my presentation during the October 10, 2024, presentation,
26 was contacted by a Vancouver Police Department Detective about the supplemental
27 contracts and my termination. Specifically, it is my understanding that on or about
October 28, 2025, Mr. Garrett Williams communicated in writing to a Vancouver

Police Department Detective in response to an inquiry as follows (*italics* for emphasis):

“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.*” (See Exhibit #10)

As demonstrated by the content above and below, the exhibits I have attached in the form of emails, the ESD Settlement agreement I was compelled to sign. Additionally, when examining the written and oral statements I provided directly to Mr. Williams on October 10, 2024, it is clear that I was the payroll employee he indicated in writing to a Vancouver Police Department Detective, on October 28, 2025, where he stated falsely that I had “voluntarily resigned”.

It is important to highlight the fact that Garrett Williams was present on October 10, 2024, appellate proceeding and this is corroborated and/or confirmed by his billing submission to be paid for his time. Mr. Garrett Willilams billed the Evergreen School District for 10.50 hours of his time (\$2887.50) to travel to the ESD and back, and to prepare and attend the appellate proceeding. I have attached the billing for Stevens/Clay Law firm October 1, 2024, to October 31, 2024, invoice. It is understood that Mr. Garrett William initials are GJW. On page (See Exhibit #8,BS 66) you will see that the following entry, which is set out in the Stevens/Clay PS law firm invoice for the month of October 2024 billed to the ESD (See Exhibit #8):

Date	Attorney	Work performed description	Time billed	Hourly Rate	Total billed
10/10/2024	GJW	Travel to District office and back for board hearing; prepare for and attend same; follow-up work re same	10.50	\$275.00	\$2,887.50

1 My resignation was in-lieu of termination. My resignation was not a “voluntary”
2 resignation. This was the second material misrepresentation, and it was made
3 to a public servant.

4 Garrett Williams also wrote that I resigned “after it was discovered” I “*had*
5 *breached confidentiality by photographing* employee pay stubs and *sharing*
6 *them with a family relative.*” The following points relate to the fact this is
7 a false statement also:

8 First, I did not photograph any employee’s pay stub.

9 Second, I did not share photographs or digital images with a family
10 member that I had access to relating to my job in September or October
11 of 2023.

12 Third, there is no known evidence that I shared “photographs” of any pay
13 stubs with a relative in September or October of 2023.

14 Fourth, as far as I understand and recall, I was never interviewed
15 regarding my providing any photographs of paystubs to a family member
16 in September or October of 2023.

17 Fifth, it is my understanding that my only known relative who worked in
18 the ESD, was my sister, Katie Rich, and as far as I understand, no one
19 from the ESD has ever questioned or attempted to question my sister
20 about receiving photos of pay stubs from me.

21 In summary, Garret Williams’ written statement to a Vancouver Police
22 Detective regarding the taking of photographs of paystubs and the distribution
23 of paystubs were not based upon any facts and these statements were not
24 truthful. Put another way, this is the third material misrepresentation, and it
25 appears that the first sentence written by Garrett Williams set out above was a
26 material misrepresentation made to a public servant.

27 On October 28, 2025, Garrett Williams second paragraph above was also
28 false, i.e. the following:

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.*

As demonstrated above and through Mr. Garrett’s Williams billing, Mr. Garrett
Williams was present on October 10, 2024, when Adam Aguilar’s appeal to the
ESD was heard. As indicated the vast majority of the information addressed at
the appeal was related to the 2024 third-party investigation of Jenae Gomes

September 4, 2023, Supplemental Contract. I have attached a redacted copy of the third-party investigators August 23, 2024 document and the related invoices of the third-party investigator, who billed and was paid \$29,790.00. (See Exhibit #7 BS 55). Adam Aguilera clearly complained related to the validity of Jenae Gomes' Supplemental Contract. Tim Siess clearly complained related to the validity Jenae Gomes being paid \$14,000. I clearly raised concerns and complained about the September 4, 2023, Supplemental Contract. Mr. Garrett Williams billed and was paid to be at the appellate hearing and had actual knowledge of all of the above facts in this paragraph. Jenae Gomes approved the invoice for payment of his services. In summary, Mr. Garrett Williams written statement to a Vancouver Police Department Detective that no complaint was made is absolutely false and is the fourth material misrepresentation.

Mr. Garrett Williams wrote that no investigator had been **retained** to investigate. It is apparent from the Exhibit #7 (BS page 50 and BS page 52) that the ESD hired a third-party investigator to investigate Jenae Gomes and the September 4, 2023 supplemental contracts. It is clear the ESD paid \$29,790.00 to the "retained" investigator for that investigation. In summary, Mr. Garrett Williams written statement to a Mr. Garrett Williams written statement to a Vancouver Police Department Detective on this point was false and/or misleading and this information was known to Mr. Garrett Williams as it was addressed at the October 10, 2024, appellate proceeding. This was Mr. Garrett's fifth material misrepresentation to a public servant.

Mr. Garrett Williams wrote the following statement:

"The suggestion that there was a separate investigation concerning these supplemental contracts is likewise incorrect."

As set out above Mr. Garrett Williams was present for Adam Aguilera's appellate proceeding and heard multiple witnesses, in addition to myself, who were called to address the deficiencies of the ESD third-party investigation. The ESD paid over \$29,000 for the investigation. Mr. Garrett Williams affirmative representation that the "suggestion that there was a separate investigation concerning these supplemental contracts is likewise incorrect" appears clearly to be a materially false statement, which he made to a public servant. This is the sixth material misrepresentation overall made by Mr. Garrett Williams. These falsehoods relate to Tim Siess, Katie Rich, Adam Aguilera, myself, the third-party investigator and the taxpayers who paid him \$ 29,790.00.

The Law Firm: Stevens/ Clay:

I have included additional facts related to the Steven/Clay law firm. Steven/Clay is the firm that employs Mr. Garrett Williams, and the firm has been involved and was aware of my concerns and resulting discipline since September of 2023. It is clear that Jason McKay an attorney from Stevens/ Clay assisted Ms. Gomes in drafting my settlement agreement. (See Exhibit #6A Email from from the Stevens/ Clay firm assisting Jenae Gomes in the editing of my settlement agreement.) Additionally, the status of the 2024 third-party investigation was known to the Steven's Clay firm before the August 23, 2024, document was actually generated by the third-party investigator. The third-party investigator conferred with Mr. Clay (it is understood this is attorney Paul Clay. Of Stevens/ Clay law firm) on August 5, 2024, in a teleconference regarding the status of the investigation. (See Exhibit #7, B.S. highlighted billing entry).

7. October 11, 2024 to present:

After the appellate proceeding held on October 10, 2024, I spent additional time looking at the issue of overtime payment for salaried workers in the State of Washington. I located information that was helpful on the Municipal Research and Services Center (MRSC) website. MRSC is a nonprofit organization that assists and trains the employees of local governments across the State of Washington to better serve their communities by providing legal and policy guidance on any topics. Researching the topic of overtime for salaried employees, I located information at the following link: <https://mrsc.org/explore-topics/personnel/compensation/overtime-and-comp-time> .

The MRSC section indicated in summary that overtime pay is only available to "nonexempt" employees – employees who are not exempt from the overtime requirements of federal and state law. Most local government employees are nonexempt, meaning they are eligible for overtime pay.

Some employees are exempt from overtime. Employees exempt from the Fair Labor Standards Act (FLSA) and the Minimum Wage Act are not entitled to overtime pay. For local governments, employees are only exempt from the provisions of the FLSA if they meet all three of the following criteria:

1. Work in executive, administrative, professional, or computer professional occupations (referred to as “white-collar” exemptions);
 2. Satisfy a “salary basis” test, meaning they are paid the same amount per week regardless of the number of hours worked (with an exception for computer professionals who may be paid hourly) and exceed the minimum salary thresholds in federal or state law (whichever is higher, currently the state thresholds); and
 3. Satisfy a “job duties” test under the appropriate occupation category.
- The state salary and the hourly computer wage thresholds will automatically be adjusted each year on September 30, taking effect the following January 1. The adjustments are based on a multiplier of the state minimum wage (see WAC 296-128-545 and WAC 296-128-535), which in turn is indexed to the Consumer Price Index.

These annual adjustments will affect employees’ classification as exempt or nonexempt and employers need to review the updated thresholds each year to determine whether any employees need to be reclassified as nonexempt. I attached a salary schedule as exhibit #11.

I did not address this in 2023 or 2024. However, I believe it is important to include this information in my declaration as it would appear from the test above and that Jenae Gomes meets the definition of a exempt employee and in September of 2023 was not entitled to overtime pay.

8. I have spent a significant amount of time and effort in the construction of this declaration. This declaration is based upon information I have witnessed and also included documents in support of my observations. As indicated in the body of this declaration, the exhibits 1,2,3,4,5,6A,6B,6C,6D,7,8,9,10, and 11 are true and accurate copies of the document provided. I have made this declaration freely and voluntarily.

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 11th day of December 2025.


Daniel (Danny) Stevenson
Signed in Clark County,
in the State of Washington