

1 Alexander Kolodin (SBN 030826)  
2 Christopher Viskovic (SBN 035860)  
3 **KOLODIN LAW GROUP PLLC**  
4 3443 N. Central Ave. Ste 1009  
5 Phoenix, AZ 85012  
6 Telephone: (602) 730-2985  
7 Facsimile: (602) 801-2539  
8 Email:  
9 [Alexander.Kolodin@KolodinLaw.com](mailto:Alexander.Kolodin@KolodinLaw.com)  
10 [CViskovic@KolodinLaw.com](mailto:CViskovic@KolodinLaw.com)  
11 [Admin@KolodinLaw.com](mailto:Admin@KolodinLaw.com) (file copies)

12 *Attorneys for Plaintiff*

13 **SUPERIOR COURT OF THE STATE OF ARIZONA**

14 **FOR THE COUNTY OF MARICOPA**

15 DOUGLAS HESTER, a teacher in the  
16 Phoenix Union High School District;

Case No. CV2021-012160

17 *Plaintiff,*

**OFFER OF JUDGMENT**

18 v.

19 PHOENIX UNION HIGH SCHOOL  
20 DISTRICT; LELA ALSTON,  
21 STANFORD PRESCOTT, NAKETA  
22 ROSS, STEPHANIE PARRA, LAURA  
23 PASTOR, STEVE GALLARDO, and  
24 AARON MARQUEZ, in their official  
25 capacities as members of the Phoenix  
26 Union High School District Governing  
27 Board; CHAD GESTSON, in his official  
28 capacity as Superintendent of the Phoenix  
Union High School District; DOES I-X;

*Defendants.*

TO DEFENDANTS PHOENIX UNION HIGH SCHOOL DISTRICT, ET AL.,  
AND THEIR ATTORNEYS OF RECORD:

Please take notice that Plaintiff Douglas Hester (hereinafter "Plaintiff") hereby offers to allow entry of judgment **against Defendants**, pursuant to Rule 68 of the Arizona

1 Rules of Civil Procedure, and other applicable law, as follows. **Plaintiff's position is that**  
2 **ARS § 15-342.05 is currently enforceable.** Plaintiff is making this offer in an attempt to  
3 compromise disputed claims. To accept an offer, the offeree must serve written notice-  
4 during the effective time period-that the offer is accepted. A party who rejects an offer, but  
5 does not obtain a more favorable judgment, must pay as an additional sanction: (A) the  
6 offeror's reasonable expert witness fees and double the taxable costs, as defined in A.R.S.  
7 § 12-332, incurred after the offer date; and (B) prejudgment interest on unliquidated claims  
8 accruing from the offer date. After either party files the offer and proof of acceptance, the  
9 Court must enter judgment in accordance with Rule 58(b):

10 OFFERED JUDGMENT

- 11 **A. The Court hereby declares that Defendants may not require the use of face**  
12 **coverings by students or staff during school hours and on school property**  
13 **as of September 29th, 2021 and thereafter.**
- 14 **B. On or before September 29th, 2021, Defendants are required to fulfill their**  
15 **legal duty to "Prescribe and enforce policies and procedures for the**  
16 **governance of the schools that are not inconsistent with law" by**  
17 **promulgating and maintaining policies and procedures that do not require**  
18 **the use of face coverings by students or staff during school hours and on**  
19 **school property.**
- 20 **C. This resolves the case as to all Defendants.**

21  
22 RESPECTFULLY SUBMITTED this 4th day of August, 2021

23  
24 By /s/Christopher Viskovic  
25 Alexander Kolodin  
26 Christopher Viskovic  
27 Kolodin Law Group PLLC  
28 3443 N. Central Ave. Ste. 1009  
Phoenix, AZ 85012

**KOLODIN LAW GROUP PLLC**

3443 North Central Avenue Suite 1009

Phoenix, Arizona 85012

Telephone: (602) 730-2985 / Facsimile: (602) 801-2539

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I CERTIFY that a copy of the forgoing will be served upon the parties to this matter in conformity with the applicable rules of procedure.

/s/Christopher Viskovic