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and

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TO: Bisbee Pride, Inc Board

DATE: January 15, 2025

RE: Statement by Dina L. Herrington and Jami S. Herrington regarding the financial commitment of funding for *The Bisbee Massacre Experience* event, made by Ramon M. Garcia, President and CEO of Bisbee Pride, Inc, on behalf of Bisbee Pride, Inc.

Before you choose to ignore our plea for accountability, we will remind the board they are ethically, legally and financially responsible for the actions of your board members, president and/or CEO, regardless if you approved his actions or not. Further, if you, as board members, violate your bylaws, your mission or state and federal rules governing non-profits you are personally responsible for those liabilities and damages.

This letter serves to certify that based on the actions and representations made by Ramon M. Garcia, we, Dina L. Herrington, Jami S. Herrington and the board members of The Bisbee Massacre Experience Board and Cochise Historic Productions, have reasonably relied upon the following facts.

Ramon M. Garcia, acting as an agent and representative of Bisbee Pride Inc., made the following commitment: Bisbee Pride Inc. would fully compensate the actors for their performances, regardless of the ticket sales generated by *The Bisbee Massacre Experience*.

Representation:

1. When the working group for The Bisbee Massacre Experience discussed the process of forming an LLC, **Garcia claimed Bisbee Pride, Inc would be the parent organization to The Bisbee Massacre Experience and that he was acting on behalf of Bisbee Pride, Inc president and CEO.**
 - a. Garcia never claimed to be acting on his own behalf - only as an agent of Bisbee Pride, Inc.
2. Garcia assured the working group for The Bisbee Massacre Experience that Bisbee Pride, Inc would fund the first event and revenues from further events would be used to reimburse Bisbee Pride, Inc,
 - a. The working group confirmed and questioned Garcia on multiple occasions regarding this matter, due to low ticket sales. **Each time, Garcia confirmed and assured the group that Bisbee Pride, Inc would pay the actors and other expenses for the first event.**
3. Garcia personally negotiated the terms of pay with each actor and vendor participating in The Bisbee Massacre Experience and identified himself as the president and CEO of Bisbee Pride.

- a. Dina Herrington spoke with several of the actors, on multiple occasions, and these actors relayed the same: Garcia personally negotiated the terms of pay with each actor and vendor participating in The Bisbee Massacre Experience and identified himself as the president and CEO of Bisbee Pride.
 - b. Garcia created and personally distributed the schedule for the entire event and to all actors, partners and members of The Bisbee Massacre Experience.
4. The working group for The Bisbee Massacre Experience were given further assurances that the actors would be paid by Bisbee Pride, Inc because Garcia claimed he used Bisbee Pride, Inc funds to pay for the following **without a vote or approval from Bisbee Massacre Experience working group:**
 - a. Catering from Los Hermanos Restaurant at the Bisbee Historical and Mining Museum event and the VIP dinner - We are still waiting for an accounting of these values;
 - b. VIP dinner event at Los Hermanos Restaurant - We are still waiting for an accounting of these values;
 - c. Advertising for The Bisbee Massacre Experience in the Mariachi Festival program - We are still waiting for an accounting of these values;
 - d. Approximately \$700 to pay for \$2 million dollars of liability insurance (purchased through his sister's insurance brokerage)- We are still waiting for an accounting of these values;
 - e. Approximately \$900 for Bisbee Massacre Experience Merch - We are still waiting for an accounting of these values;
5. On December 5, 2024, Garcia asked Dina Herrington to remind him to bring the checkbook to the event and:
 - a. to send a calendar event reminder called "Ramon Checkbook" be sent to his email.
 - i. On December 7, Garcia accepted the reminder.
 - b. to text Garcia to remind him to put the checkbook in his car
 - i. Dina texted Garcia on December 6, 2024 "Don't forget your checkbook to pay the actors."
 1. Garcia called Dina to tell her the checkbook was already in the car because he had to pay for other things.

Reasonable Reliance: Based on this representation, all venues, actors, merchandise, and other elements involved in organizing the three-day event were planned and scheduled with the understanding that Bisbee Pride, Inc. would cover all costs upfront. Relying on Garcia's assurances, we informed the actors that their payment would come from Bisbee Pride, Inc, and Garcia also personally assured the actors that he would pay them promptly.

On December 7, th Dina, Jami and Francine inquired Garcia when the actors would be paid, He said he would pay them, on December 8th the next day. Dina related this information to all actors as she collected each of their contact information (that Garcia should have collected weeks earlier).

At the close of activities on December 7th, Garcia told Dina that he did not have the funds in the bank account to pay for the actors immediately, but it would be available by the time they received checks on the next day.

On the 8th, when actors were asking to be paid, Garcia said he was going to mail the checks because his accountant needed "pictures of the checks".

Garcia told actor, RJ Gibson, that he was going to mail checks. Gibson became insistent that he needed to be paid immediately. Garcia said he'd hand deliver his check the next day.

On December 9, 2024, Garcia told dina that he was irritated that he had to drive to Tombstone to pay RJ Gibson. Gibson was paid via check, from Bisbee Pride Inc.. \$300 of the \$450 owed.

On December 22, 2024 Francine Powers contacted Dina and Jami Herrington relaying:

1. the actors had been contacting her to say they had not yet been paid;
2. Garcia was included in a text thread with the actors;
3. Garcia had promised checks had been mailed out on December 12, 2024.
4. When the checks never arrived, Garcia texted that he would check with the Post Office;
 - a. Garcia related:
 - i. the checks mailed had gone missing;
 - ii. two of those checks had ended up in New Jersey;
 - iii. He had filed a case with the issuing bank Post Office and law enforcement.
 - b. **Dina contacted the PostMaster General, The City of Bisbee Police, The City of Tucson Police and The Cochise County Sheriff's office, none of whom could not confirm the assertion of check theft by Garcia.**
5. no checks or word from Garcia arrived
 - a. Garcia claimed that it would meet with his board to reissue
 - i. **we found that unusual because Jami Herrington is on the Bisbee Pride, Inc board and was not informed of a meeting or any discussion regarding this issue;**
 - b. his (Bisbee Pride) accountant would be writing and mailing the checks
6. Francine forwarded all texts between herself, Garcia and the actors to Dina and Jami.

On December 22, 2024 Jami Herrington spoke to Garcia on speakerphone (Dina Herrington was in the room listening). In this conversation:

1. Garcia was initially surprised that the actors would be angry they haven't been paid
2. he was on vacation and could not be contacted but;
3. what Francine had related to us, **EXCEPT**
 - a. **he OMITTED THAT HE MET WITH THE BISBEE PRIDE, INC. BOARD and;**
 - b. **claimed that THAT LISA CROCHET, BISBEE PRIDE, INC. VICE PRESIDENT, NOT THE ACCOUNTANT, WAS SUPPOSED TO BE MAILING THE CHECKS IN TUCSON AND SHE SCREWED IT UP**
 - i. **this was unusual to us because Garcia constantly complained that Lisa couldn't be trusted with such tasks and specifically, no longer allowed to handle money in any form;**
 - c. **Garcia did not know we had seen the texts, so he told us a different account of what happened to the checks and who was ultimately responsible for mailing those checks**
4. Garcia said that he would return from vacation on December 23, the next day and follow up. but the checks were coming.

On December 23rd, 2024. actor, Bill Hiney, was electronically transferred \$450 of the \$700 owed by Garcia via Varo NA .

On December 23, 2024, Garcia did not return home or follow up. Garcia returned Jami's multiple attempts to reach him late that evening, on speakerphone (Dina Herrington was in the room listening). In this conversation::

1. he had not returned from vacation but;
2. he would be sending tracking numbers of the newly mailed checks ASAP.

This was the last time Garcia replied to any contact from Dina or Jami.

1. no one had received checks
2. Garcia has never sent tracking numbers of checks to be mailed

After multiple attempts by several members of The Bisbee Massacre Experience working group and the actors to contact Garcia, Jami Herrington made multiple requests to the Bisbee Pride, Inc. board to meet in order to resolve the outstanding actor's pay.

On December 27, 2024, Bisbee Pride, Inc. board member, Jami Herrington receive an email from the Bisbee Pride, Inc secretary to suppress her inquiries into the Bisbee Massacre Experience accounting and resolution of pay for actors:

1. she is denied a meeting based on a 3:4 vote of board members;
2. to cease and; desist any further questioning regarding this matter.

On January 14, 2025 Dina Herrington and Christopher Whitney were denied access to The Bisbee Massacre Experience ticketing software to determine if funds for the \$350 in ticket sales were still available or had been removed.

Detriment Suffered: As a direct consequence of relying on this representation, we have endured significant harm, including:

- Embarrassment and damage to our professional credibility;
- Financial liability for unpaid expenses and obligations;
- Loss of future earnings resulting from the irreparable harm to our reputation;
- Damage to the reputation of *The Bisbee Massacre Experience* and the *Cochise Historic Productions* brand; and
- Harm to the personal reputations of everyone involved in this collaborative working group.
- Exclusion of Jami Herrington from her own organization (Bisbee Pride, Inc.), of which she was an active and public participant; and member in good standing.

These damages have far-reaching implications, both personally and professionally, for all parties connected to this endeavor.

Therefore, we assert that Ramon M. Garcia is equitably estopped from denying the validity of the aforementioned representation and is obligated to fulfill his promise by immediately paying all monies owed, either through Bisbee Pride Inc, immediately

Sincerely,

Dina L. Herrington and Jami S. Herrington