

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release made this 21st day of August, 2020, by and between Public Interest Legal Foundation, Inc. (“Plaintiffs”) and Linda H. Lamone, Michael R. Cogan, Patrick J. Hogan, Malcolm L. Funn, Kelley A. Howells, Erin W. Dennis, William G. Voelp (hereinafter “Defendants”) (collectively “Parties”).

RECITALS

WHEREAS, on November 13, 2019, Plaintiff submitted an application for voter registration data to the Maryland State Board of Elections (the “Application”), seeking a copy of Maryland’s statewide voter registration list and a separate file containing the voting history of registered voters covering certain specified elections (the “Voter Lists”);

WHEREAS, on November 15, 2019, the Maryland State Board of Elections denied Plaintiff’s application, on the ground that Plaintiff was not a Maryland registered voter and therefore was not entitled to access to the Voter Lists pursuant to Md. Code Ann., Elec. Law § 3-506;

WHEREAS, on November 21, 2019, Plaintiff provided notice to Defendants that, in Plaintiff’s view, the Defendants’ denial of Plaintiff’s request for the Voter Lists violated the public inspection provisions of the federal National Voter Registration Act, 52 U.S.C. § 20507(i);

WHEREAS, on December 16, 2019, Plaintiff filed suit against Defendants in the United States District Court for the District of Maryland, *Public Interest Legal Foundation, Inc. v. Linda H. Lamone, et al.*, Civil Action No. 1:19-cv-03564-DLB, attaching, among other things, the Application as Exhibit A to the Complaint [ECF No. 1-1];

WHEREAS, Defendants deny any and all liability for the causes of action asserted by Plaintiff; in any and all cases alleged arising out of the incident; and

WHEREAS, to avoid the uncertainty and expense of further litigation, Plaintiff and Defendants desire to resolve fully and finally all remaining issues and disputes between them involving the Lawsuit, without any admission of liability;

NOW, THEREFORE, in consideration of the foregoing recitals and for other good and valuable consideration as is more fully described below, Plaintiff and Defendants agree as follows:

AGREEMENT

A. The parties to this Settlement Agreement (“Settlement Agreement”) are the Plaintiff and Defendants. Nothing in this Settlement Agreement shall be construed to make any other person or entity not executing this Settlement Agreement a third-party beneficiary to this Settlement Agreement.

B. This Settlement Agreement applies to, is binding upon, and inures to the benefit of the Plaintiff (and its successors, assigns, and designees) and the Defendants (and their successors, assigns, and designees).

C. This Settlement Agreement shall not constitute an admission or evidence of any fact, wrongdoing, misconduct, or liability on the part of the Defendants, the State of Maryland, or any other person affiliated with any such person or entity.

D. Each undersigned representative of the Parties to this Settlement Agreement certifies that he or she is fully authorized by the Party to enter into and execute the terms and conditions of this Settlement Agreement and to legally bind such Party to this Settlement Agreement.

E. This Settlement Agreement is the entire agreement between the Plaintiff and the Defendants in this case. This Settlement Agreement constitutes the complete, final and entire understanding of the parties hereto, and they shall not be bound by any terms, conditions, covenants or representations not expressly herein contained. To the extent this Settlement Agreement references other documents, those documents are referenced for informational purposes only and are not thereby incorporated by reference into, and do not constitute a part of, this Settlement Agreement. All prior conversations, meetings, discussions, drafts, and writings of any kind are specifically superseded by this Settlement Agreement.

F. This Settlement Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing the Agreement to be drafted.

G. This Settlement Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute as original agreement, and all of which shall constitute one agreement. The execution of one counterpart by any party shall have the same force and effect as if that Party had signed all other counterparts.

H. The State Defendants shall process the Application and provide the Voter Lists requested on the Application to Plaintiff in exchange for the reasonable fee of \$125 required of all applicants who seek similar data from the State of Maryland, except that

the data provided to Plaintiff shall include the voters' dates of birth and voting history for the 2018 Gubernatorial General Election, 2018 Gubernatorial Primary Election, 2016 Presidential General Election, and 2016 Presidential Primary Election.

I. Plaintiff shall keep confidential and shall not disclose the contents of the Voter Lists to any person except for (i) Plaintiff and its directors, board members, employees, agents, contractors, vendors, or attorneys, provided that each such individual agrees to keep confidential and not further disclose the contents of the Voter Lists; and (ii) election and voter registration officials in Maryland or any other state or county; and (iii) any member or staff of Maryland's delegation to the United States Senate or the United States House of Representatives. Nothing in this paragraph shall be interpreted to restrict Plaintiff from disclosing any conclusions Plaintiff draws based on any analysis it undertakes concerning the Voter Lists or its accuracy and integrity.

J. Neither Plaintiff nor any of its directors, board members, employees, agents, contractors, vendors, or attorneys shall use the Voter Lists for commercial purposes, or for purposes otherwise unrelated to the electoral process.

RELEASE

K. Upon delivery of the Voter Lists, in full and final settlement of the Plaintiff's claims in connection with the Lawsuit, the parties agree that the following release of claims shall become effective:

The Plaintiff, for itself and any claiming through it, its heirs, executors, administrators and assigns, does release, acquit and forever discharge the Defendants and the State of Maryland, as well as their respective successors and assigns, departments, divisions, units, officials, officers, agents, servants, representatives, employees and independent contractors and any and all other persons, associations and corporations, whether or not named herein or referenced, who together with the Defendants may be jointly or severally liable to the Plaintiffs, of and from all claims, including claims for damages, attorneys' fees and costs, included in, which could have been included in, or are related in any way to the Lawsuit.

L. Plaintiff acknowledges that no representation of fact or opinion has been made by Defendants to induce this compromise with respect to the extent or nature of any injuries or damages or as to the likelihood of future complications, or recovery therefrom, and that the consideration set forth herein is solely by way of compromise of the disputed claim, and to foreclose all possibility of any future claim based upon acts, errors or omissions which occurred prior to the date of these presents, whether known or unknown, and that in determining said consideration, there has been taken into consideration the

fact that unexpected consequences may result, known or unknown, and it is therefore, specifically agreed that this Agreement shall be a complete bar to all claims or suits for injuries or damages of whatsoever nature relating to, resulting, or to result, from the Litigation or the incident giving rise to it.

M. Plaintiff hereby covenants and agrees not to sue any person, firm, corporation or association for any claims, demands, damages, actions, causes of action or suit at law or in equity, of whatever kind or nature, whether known or unknown, suspected or unsuspected, existing now or to arise in the future, arising out of or relating to, in any way, the claims alleged or which could have been alleged in the Litigation.

N. Plaintiff covenants and agrees for herself, her successors, administrators and assigns, to indemnify and save Defendants harmless if they are found to be liable to pay anyone as a result of any suit initiated by or through Plaintiff, or on their behalf, demanding the same or similar damages claimed by Plaintiff against Defendants in the Litigation, and to pay on behalf of Defendants, reasonable attorney's fees, court costs, or other reasonable costs of litigation which it may incur in any case, cross claim, or third party claim filed against it as a consequence of Plaintiff filing suit against any person or entity not released herein demanding the same or similar damages claimed against Defendants in the Litigation.

O. Plaintiff, for itself, its successors, administrators and assigns, covenants and agrees to execute such instruments, documents or further assurances as may be necessary to carry out Plaintiff's obligations hereunder, including the waiver or release of any verdict or judgment entered in favor of Plaintiff and against someone other than Defendants by the amount of any verdict or judgment said person or entity obtains against Defendants for indemnification.

P. Plaintiff acknowledges that it is its sole responsibility to satisfy any and all liens, known and unknown, arising out of said incident and cases.

Q. This Agreement is governed by, and interpreted according to, the laws of the State of Maryland without regard to conflict of laws principles.

R. This Settlement Agreement may not be modified or changed orally, but only by an agreement in writing signed by all parties.

S. The parties represent that prior to signing this Settlement Agreement, each has read it, understood its terms and conditions, consulted with counsel, and voluntarily signed it.

T. This Settlement Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same agreement.

For the Plaintiffs: Public Interest Legal Foundation, Inc.



J. Christian Adams
President
Public Interest Legal Foundation, Inc.

8-21--2020

Date

For the Defendants: Linda H. Lamone, Michael R. Cogan, Patrick J. Hogan, Malcolm L. Funn, Kelley A. Howells, Erin W. Dennis, William G. Voelp

Defendant Linda H. Lamone

Date

Defendant Michael R. Cogan

Date

Defendant Patrick J. Hogan

Date

Defendant Kelley A. Howells

Date

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For the Plaintiffs: Public Interest Legal Foundation, Inc.

Plaintiff

Date

For the Defendants: Linda H. Lamone, Michael R. Cogan, Patrick J. Hogan, Malcolm L. Funn, Kelley A. Howells, Erin W. Dennis, William G. Voelp

Defendant Linda H. Lamone

Date

Michael Cogan

8/31/2020

Defendant Michael R. Cogan

Date

Defendant Patrick J. Hogan

Date

Defendant Kelley A. Howells

Date

Defendant Malcolm L. Funn

Date

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For the Plaintiffs: Public Interest Legal Foundation, Inc.

Plaintiff

Date

For the Defendants: Linda H. Lamone, Michael R. Cogan, Patrick J. Hogan, Malcolm L. Funn, Kelley A. Howells, Erin W. Dennis, William G. Voelp

Defendant Linda H. Lamone

Date

Defendant Michael R. Cogan

Date



Defendant Patrick J. Hogan



Date

Defendant Kelley A. Howells

Date

Defendant Malcolm L. Funn

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For the Plaintiffs: Public Interest Legal Foundation, Inc.

Plaintiff

Date

For the Defendants: Linda H. Lamone, Michael R. Cogan, Patrick J. Hogan, Malcolm L. Funn, Kelley A. Howells, Erin W. Dennis, William G. Voelp

Defendant Linda H. Lamone

Date

Defendant Michael R. Cogan

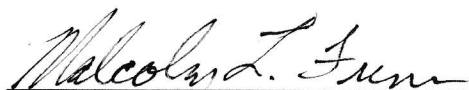
Date

Defendant Patrick J. Hogan

Date

Defendant Kelley A. Howells

Date



Defendant Malcolm L. Funn

25 AUG 2020

Date

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For the Plaintiffs: Public Interest Legal Foundation, Inc.

Plaintiff

Date

For the Defendants: Linda H. Lamone, Michael R. Cogan, Patrick J. Hogan, Malcolm L. Funn, Kelley A. Howells, Erin W. Dennis, William G. Voelp

Defendant Linda H. Lamone


Date

Defendant Michael R. Cogan

Date

Defendant Patrick J. Hogan

Date



Defendant Kelley A. Howells

8/26/20

Date

Defendant Malcolm L. Funn

Date

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For the Plaintiffs: Public Interest Legal Foundation, Inc.

Plaintiff

Date

For the Defendants: Linda H. Lamone, Michael R. Cogan, Patrick J. Hogan, Malcolm L. Funn, Kelley A. Howells, Erin W. Dennis, William G. Voelp

Linda H. Lamone

Defendant Linda H. Lamone

8/25/2020

Date

Defendant Michael R. Cogan

Date

Defendant Patrick J. Hogan

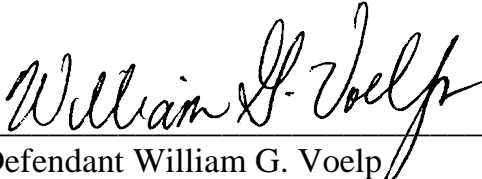
Date

Defendant Kelley A. Howells

Date

Defendant Malcolm L. Funn

Date


Defendant William G. Voelp

8/25/2020
Date

Defendant Erin W. Dennis


Date

Approved for legal sufficiency:

Andrea W. Trento
Assistant Attorney General

Defendant William G. Voelp

Date

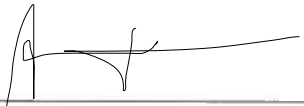


Defendant Erin W. Dennis



Date

Approved for legal sufficiency:



Andrea W. Trento
Assistant Attorney General