

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the “Agreement”) is made by and between **PUBLIC INTEREST LEGAL FOUNDATION** (the “Foundation”) and the **COUNTY OF ALLEGHENY**, a home rule county and political subdivision of the Commonwealth of Pennsylvania (the “County”). In the remainder of this Agreement, the Foundation and the County are collectively referred to as the “Parties.”

RECITALS

1. On February 24, 2020, the Foundation filed a Complaint in the United States District Court for the Western District of Pennsylvania at 20-cv-00279-CB-CRE alleging that various County election officials, to-wit, David Voye, the Manager of the County’s Elections Division, and Richard Fitzgerald, Bethany Hallam, and Samuel DeMarco III, the members of the Allegheny County Board of Elections, failed to make reasonable efforts to maintain the County’s list of registered voters as required by Section 8 of the National Voter Registration Act of 1993 (“NVRA”), 52 U.S.C. § 20507 (the “Litigation”).

2. Prior to the filing of the Litigation, the Foundation provided the County with data, which allegedly showed inaccuracies and discrepancies in the County’s voter registration list (the “Data”), including 1,583 purportedly deceased registrants, 3,727 purportedly duplicated registrations, and 1,371 registration records with purportedly incomplete or place-holder data.

3. Prior to and subsequent to the filing of the Litigation, the County undertook an analysis of the Data and made the determinations and/or performed the voter list maintenance actions described in detail in the attachment to this Agreement entitled “Allegheny County Division of Elections List Maintenance Activities in 2020” (the “Report of List Maintenance Actions”).

4. The Parties, through their respective counsel, have conferred and agree that this Litigation should be settled without further delay and expense. The Parties have negotiated in good faith, and hereby agreed that this Agreement is an appropriate resolution of the claims alleged in the Foundation's Complaint filed in this Litigation.

5. Nothing in this Agreement, or any action taken under this Agreement, is an admission of liability—nor should it be interpreted as an admission of liability—by the County, or by any current or former employee, agent, or representative of the County.

TERMS AND CONDITIONS

6. In consideration of the recitals set forth above, the mutual promises, agreements, covenants, and provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree that the Litigation shall be settled and compromised in full upon the following terms and conditions:

Purportedly Deceased Registrations

7. Within sixty (60) days of the effective date of this Agreement, the County shall provide to the Foundation a list of voter registration information for each purportedly deceased registrant included in the Data for which the County determined that it has not received information showing that the individuals are in fact deceased. *See* Report of List Maintenance Actions ¶ C(3).

8. Within one (1) year from the effective date of this Agreement, in the event the Foundation submits to the County additional data purportedly showing deceased registrants, the County shall accept and review that additional data using the same procedures used for the Report of List Maintenance Actions. Within sixty (60) days of the County's receipt of such additional data, the County shall provide to the Foundation a report describing the determinations made and/or list maintenance actions taken, in a form substantially similar to those described in the Report of List Maintenance Actions. The County's obligations under this subsection shall be

limited to one submission from the Foundation within the one (1) year time period from the effective date of this Agreement.

Purportedly Duplicated Registrations

9. Within sixty (60) days of the effective date of this Agreement, the County shall provide to the Foundation a list of voter registration information for each of the purportedly duplicated registrations included in the Data that the County determined were not duplicated registrations. *See Report of List Maintenance Actions ¶ D(4).*

10. Within one (1) year from the effective date of this Agreement, in the event the Foundation submits to the County additional data purportedly showing duplicated registrations, the County shall accept and review that additional data using the same procedures used for the Report of List Maintenance Actions. Within sixty (60) days of the County's receipt of such additional data, the County shall provide to the Foundation a report describing the determinations made and/or list maintenance actions taken, in a form substantially similar to those described in the Report of List Maintenance Actions. The County's obligations under this subsection shall be limited to one submission from the Foundation within the one (1) year time period from the effective date of this Agreement.

Placeholder Dates of Birth

11. To each registrant included in the Data whose registration contains a fictitious or intentionally inaccurate date of birth, the County shall mail a letter asking the registrant to confirm his or her date of birth. The County shall send the letter described by this subsection by forwardable mail to the registrant's last known mailing address. The County shall correct its registration records to reflect the correct date of birth, if received from the registrant. The County shall complete this obligation within sixty (60) days of the effective date of this Agreement.

Registrants Aged 110 or Older

12. At least once per year, for a period of three years to begin on the effective date of this Agreement, the County shall review its official list of eligible voters for registrants whose listed date of birth indicates that the registrant is aged 110 or older. For each such registrant, the County shall confirm whether it has received information indicating that the registrant is deceased and, where necessary, shall perform appropriate list maintenance actions.

Out-of-State Registrations

13. Within one (1) year from the effective date of this Agreement, in the event the Foundation submits to the County additional data purportedly showing registrants who are not residents of Pennsylvania, the County shall accept and review that additional data using the same procedures used for the Report of List Maintenance Actions. Within sixty (60) days of the County's receipt of such data, the County shall provide to the Foundation a report describing the determinations made and/or list maintenance actions taken, in a form substantially similar to those described in the Report of List Maintenance Actions. The County's obligations under this subsection shall be limited to one submission from the Foundation within the one (1) year time period from the effective date of this Agreement.

Binding Nature of the Agreement

14. This Agreement is binding on the County, its successors in office, employees, contractors, representatives, delegates, agents, assigns, and all persons acting on their behalf, to the extent permitted by law or required by this Agreement.

No Admission of Liability

15. The County makes no admission of liability by agreeing to enter into this Agreement.

Effective Date

16. If signed by all Parties, this Agreement shall become effective as of the date that the United States District Court for the Western District of Pennsylvania issues an order dismissing the Foundation's claims made in the Litigation in their entirety with prejudice.

Consent to Enter into this Agreement

17. The undersigned individuals certify that they are fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind the Parties to it. The individuals whose signatures are affixed to this Agreement in a representative capacity represent and warrant that they are authorized to execute the Agreement on behalf of, and to bind, the entity on whose behalf the signature is affixed. This Agreement can be signed in counterparts.

Attorney's Fees, Costs, and Expenses

18. Each party shall bear its own attorney's fees, costs, and expenses with regard to the Litigation and this Agreement.

Releases

19. On the date that this Agreement becomes effective, the Foundation shall fully, finally, and forever unconditionally release, acquit, and discharge the County, its agents and employees, including its attorneys and former employees (the "Releasees"), from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, losses, debts, expenses (including attorneys' fees and costs incurred), claims or rights under any and all federal and state laws, and any and all claims, demands and liabilities whatsoever of every name and nature, both in law and in equity, whether known or not, which the Foundation now has or ever has had against the County and Releasees related to the claims asserted in this Litigation, up to and including the date the Parties sign the Agreement. Notwithstanding the foregoing, the Foundation may bring an action to enforce the provisions of this Agreement.

Dismissal of Claims in the Litigation

20. Parties understand and agree that the enforceability and validity of this Agreement are expressly conditioned upon entry of an order by the United States District Court for the Western District of Pennsylvania, dismissing the Foundation's claims made in the Litigation in their entirety with prejudice.

Governing Law

21. The validity of this Agreement, its construction, interpretation, and enforcement, and the rights of the parties hereto shall be determined under, governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania.

Other Acknowledgements

22. The Parties acknowledge they have had the right to consult with an attorney before signing this Agreement. The Parties represent and warrant they have read this Agreement and reviewed it with their counsel, and further represent and warrant that they have executed this Agreement of their own free will and accord without further representation of any kind or character not expressly set forth herein. This Agreement shall be construed as if all Parties jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any one Party.

Severability

23. The provisions of this Agreement are severable. If any part of this Agreement is held to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in effect and continue to be binding upon the Parties.

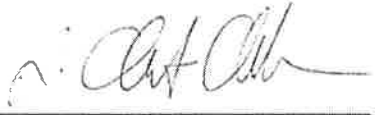
Final Agreement

24. This Agreement contains the entire understanding of the Parties hereto, supersedes any and all prior agreements or understandings, statements, promises, or inducements contrary to

the terms of this Agreement, and shall not be amended except by written instrument expressly referring to this Agreement and signed by all of the Parties hereto.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS THEREOF, the undersigned, having represented and warranted their authority to enter into and execute this Agreement, have executed this Agreement effective as of the last date written below.



J. Christian Adams
President
Public Interest Legal Foundation

Date: 5/15/2020



William D. McKain
Allegheny County Manager
For the County of Allegheny

Date: 5.18.2020

Approved as to Form:



Andrew F. Szefi
County Solicitor



5.18.2020