

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE was made and entered into on the 5th day of June, 2017, by and between VOTER INTEGRITY PROJECT NC, INC. (“*Plaintiff*”), WAKE COUNTY BOARD OF ELECTIONS (“*Defendant*”), and JENNIFER MORRIS, EDWARD JONES, and SIOBHAN MILLEN (“*Defendant-Intervenors*”), collectively, “THE PARTIES.”

W I T N E S S E T H:

WHEREAS, the claims in this matter arise under the National Voter Registration Act of 1993 (the "NVRA");

WHEREAS, Plaintiff maintains that a judgment in its favor is appropriate;

WHEREAS, Defendant disputes the allegations contained in the Complaint and maintains that at all times, the Wake County Board of Elections has conducted list maintenance in accordance with the National Voter Registration Act [hereinafter “NVRA”], 52 U.S.C § 20507 and Chapter 163 of the North Carolina General Statutes and denies any and all allegations of non-compliance or liability asserted in the Complaint;

WHEREAS, Defendant-Intervenors dispute the allegations contained in Count I of the Complaint and take no position on Count II; and Defendant intervenors do not concede that N.C.G.S. § 163-82.14(d)(2) complies with the NVRA and do not waive the right to contest this law now or in the future in other litigation.

WHEREAS, the parties acknowledge that defendant is bound by NCGS 163-82.14, and

WHEREAS, notwithstanding the foregoing, all Parties desire to settle the Litigation.

NOW THEREFORE, in consideration of the mutual promises contained herein, it is COVENANTED AND AGREED that:

1. Upon execution of this Agreement, the Parties shall sign a Stipulation of Dismissal as to all claims arising under Case No. 5:16-CV-683-BR pending in the United States District Court for the Eastern District of North Carolina, Western Division, thereby releasing each other of and from any and all liability and claims for relief in connection therewith. Plaintiff shall file the Stipulation of Dismissal.
2. Defendant agrees:
 - a. Within thirty (30) days of execution of this Agreement, the Wake County Board of Elections Director will inquire of the NC State Board of Elections as to whether the National Change of Address (NCOA) process presently in place can be conducted on a quarterly basis, as opposed to semi-annually, and in the event such data is obtained by the SBOE on a quarterly basis, to utilize all such data to conduct list maintenance activities in accordance with the official SBOE list maintenance procedures and policies. If the SBOE determines that a quarterly process is not feasible or authorized, the defendant WCBOE will notify plaintiff.
 - b. On a biennial basis, beginning on or before April 15, 2019 and ending April 15, 2023, WCBOE agrees to review all Wake County registrants categorized as "INACTIVE" to ensure timely removal as provided by law and make available for public inspection the non-confidential results of said review including the length of time each inactive voter has been in inactive status. Defendant will have complied with the review requirement under this section by performing an internal review within the parameters available within the SEIMS system or alternatively by having the SBOE conduct said review, the first time before the end of calendar year 2017. If the defendant and SBOE determine that it is not

possible to provide the length of time each inactive voter has been in inactive status, the defendant WCBOE will notify the plaintiff. Upon request and within a reasonable time, WCBOE shall provide the results of the list maintenance activities including removal status and reason for removal.

- c. It would have responded to plaintiff's June 2, 2016 letter irrespective of this lawsuit being filed but also agrees it will respond to all future requests made by Plaintiff for public inspection of records concerning the implementation of and activities conducted for the purpose of ensuring the accuracy and currency of official lists of eligible voters within a reasonable amount of time, and where available, to allow public inspection of records maintained by the Defendant that are not otherwise exempt from inspection by law pursuant to N.C.G.S. § 163-82.10 and may charge reasonable costs associated with the same. Nothing herein shall obligate the Defendant to reproduce or copy records that are confidential or otherwise exempt from a public record pursuant to the above referenced statute.
3. Notwithstanding the above, the Parties agree that there is no admission of liability or violation of the NVRA under Count I (Failure to Conduct List Maintenance) or Count II (Failure to Produce Records) and the Parties desire to enter into this Agreement shall not be construed or portrayed as an admission of fault or liability on the part of any Party.
4. It is further agreed that each Party will bear its own costs and attorneys' fees incurred in connection with this matter.
5. The parties agree to refrain from making disparaging remarks about each other concerning the filing or settlement of this lawsuit. The Parties further agree that they will not misrepresent the settlement of this case and will not make any remarks publicly that

contradict the terms of this Agreement. Specifically, Plaintiff, its agents, and counsel shall refrain from making any statements that imply or suggest that the Wake County Board of Elections has admitted liability or otherwise admitted that it failed to conduct list maintenance procedures in accordance with the NVRA or North Carolina law.

6. In the event that any Party violates a responsibility or duty stated in this Agreement, the Party asserting breach shall send a letter, by email or fax, to the other party describing the alleged breach with a request to cure. No Party shall commence a lawsuit alleging breach of this Agreement until 30 days has elapsed from the time that the Party seeking to commence such a lawsuit has sent such a notice letter with a right to cure. The Notice shall be sent to the following:

Voter Integrity Project
4441 Six Forks Road, Suite 106-233
Raleigh, NC 27609
For the Plaintiff

Southern Coalition of Justice
1415 West NC Highway 54,
Suite 101
Durham, NC 27707
For Intervenors

Director
Wake County Board of Elections
Post Office 695
Raleigh, NC 27602
For WCBOE

and to

Managing Attorney
Wake County Attorney's Office
Post Office Box 550
Raleigh, NC 27602
For WCBOE

IT IS FURTHER UNDERSTOOD AND AGREED that the Parties have read and reviewed this instrument and that this instrument contains the entire agreement between the Parties hereto, that the terms of this release and agreement are contractual and not mere recitals. In further consideration of the mutual promises contained herein, the parties hereby agree that they forever release, discharge and remise the other from any and all past or present claims, allegations and/or demands, of any nature whatsoever, including but not limited to claims under the NVRA, and including but not limited to damages, specific performance demands, costs and/or attorneys' fees.

IN WITNESS WHEREOF, the Parties hereto have set their hands and seals,
this the 5th day of June, 2017.

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FOR PLAINTIFF

Executed this 12 day of June 2017.

Jay N. DeLancy
Jay DeLancy, Executive Director
Voter Integrity Project NC, Inc.

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This is to certify on this day before me personally appeared Jay DeLancy, who, being by me duly sworn, says that he has read the forgoing document, and understand its terms and voluntarily executes the foregoing instrument.

Sworn to and subscribed before me,

This 12 day of June, 2017.

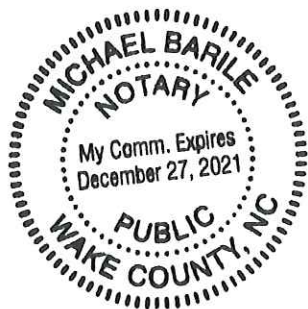
Michael Barile
Notary Public Signature

[NOTARIAL SEAL]

Michael Barile
Notary Public Name (Print)

My Commission Expires:

12/27/2021



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FOR DEFENDANT

Executed this 15 day of June, 2017.



W. Ellis Boyle, Chair
Wake County Board of Elections

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This is to certify on this day before me personally appeared W. Ellis Boyle, who, being by me duly sworn, says that he has read the forgoing document, and understand its terms and voluntarily executes the foregoing instrument.

Sworn to and subscribed before me,

This 15th day of June, 2017.



Notary Public Signature

[NOTARIAL SEAL]

KIMBERLY W. OVERTON
Notary Public Name (Print)

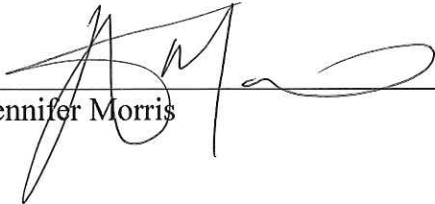
My Commission Expires:

2-3-19

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FOR DEFENDANT-INTERVENOR

Executed this 14th day of June, 2017.

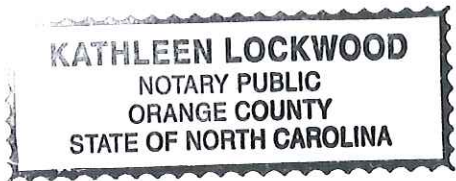


Jennifer Morris

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This is to certify on this day before me personally appeared Jennifer Morris, who, being by me duly sworn, says that she has read the forgoing document, and understand its terms and voluntarily executes the foregoing instrument.



[NOTARIAL SEAL]

Sworn to and subscribed before me,

This 14 day of June, 2017.



Notary Public Signature

Kathleen Lockwood
Notary Public Name (Print)

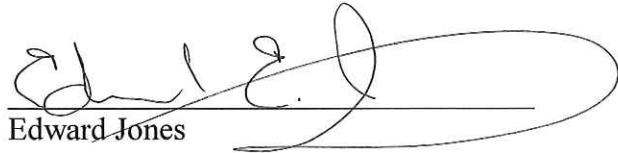
My Commission Expires:

8/17/2019

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FOR DEFENDANT-INTERVENOR

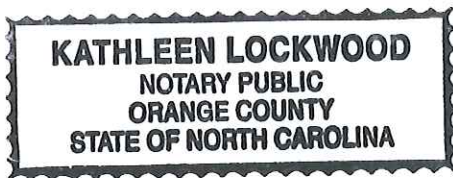
Executed this 13 day of June, 2017.


Edward Jones

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This is to certify on this day before me personally appeared Edward Jones, who, being by me duly sworn, says that he has read the forgoing document, and understand its terms and voluntarily executes the foregoing instrument.



[NOTARIAL SEAL]

Sworn to and subscribed before me,

This 13 day of June, 2017.


Notary Public Signature

Kathleen Lockwood
Notary Public Name (Print)

My Commission Expires:

8/17/2019

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FOR DEFENDANT-INTERVENOR

Executed this 14th day of June, 2017.

Siobhan Millen
Siobhan Millen

STATE OF NORTH CAROLINA

COUNTY OF WAKE

This is to certify on this day before me personally appeared Siobhan Millen, who, being by me duly sworn, says that she has read the forgoing document, and understand its terms and voluntarily executes the foregoing instrument.

Sworn to and subscribed before me,

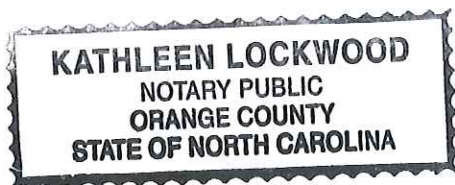
This 14 day of June, 2017.

Kathleen Lockwood
Notary Public Signature

Kathleen Lockwood
Notary Public Name (Print)

My Commission Expires:

8/17/2019



[NOTARIAL SEAL]

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