

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT

Case Type: Civil – Other

**PUBLIC INTEREST LEGAL
FOUNDATION,**

Plaintiff,

v.

**SETTLEMENT AGREEMENT AND
RELEASE**

**RAMSEY COUNTY AND DAVID
TRIPLETT**, in his official capacity as Acting
Deputy Director of Property Tax Records and
Elections Services for Ramsey County,

Defendants.

This Settlement Agreement and Release (“Agreement”) is made by and between Plaintiff Public Interest Legal Foundation (“Plaintiff” or “Foundation”), Defendant Ramsey County, and Defendant David Triplett, in his official capacity as Acting Deputy Director of Property Tax Records and Elections Services for Ramsey County (together, “Defendants” or “County”). In the remainder of this Agreement, the Plaintiff and Defendants are collectively referred to as the “Parties.”

RECITALS

A. WHEREAS, on September 27, 2022, the Foundation filed an administrative complaint against the County, which alleged that the County is violating Title III of the Help America Vote Act (“HAVA”) by failing to eliminate duplicated voter registration records. (“Complaint”).

B. WHEREAS, the Foundation's Complaint alleged that the County's voter registration list contained 62 apparent duplicated voter registration records.

C. WHEREAS, the Parties moved the Office of the Minnesota Secretary of State ("Secretary") for summary disposition of the Foundation's Complaint.

D. WHEREAS, on December 29, 2022, the Office of the Minnesota Secretary of State granted the County's motion, denied the Foundation's motion, and dismissed the Complaint.

E. WHEREAS, the Secretary further found that the "SVRS provides for six search functions" and that "the staff at Ramsey County Elections run these comparisons on a monthly basis to check for duplicates." The six search functions are:

1. Driver License Number
2. Date of Birth and Address
3. Date of Birth and Social Security Number
4. Last Name, First Initial and Date of Birth
5. Last Name, First Name and Address
6. Last Name, Date of Birth, and Driver License Number

F. WHEREAS, Defendant Triplett stated in his affidavit supporting the County's motion for summary disposition that "[e]lections staff then review the report of potential double entries. If multiple records are determined to be double entries, then they are merged into a single record so that the duplicate entry is merged."

G. WHEREAS, the Secretary found that 61 of the duplicated registration records the Foundation identified "were in fact duplicate listings" (the "61 Duplicates").

H. WHEREAS, the Secretary further found that "[t]hose 61 pairs have been resolved, the records merged, and the duplicate records no longer exist in the voter database."

I. WHEREAS, the Secretary further found that “[t]he remaining pair was investigated and was determined to be, in fact, the records of two different people, whose records had been accidentally conflated when a legal change of name was processed.”

J. WHEREAS, the Foundation appealed the Secretary’s final decision to this Court.

K. WHEREAS, the Parties, through their respective counsel, have conferred and agreed the Litigation should be settled without further delay and further expense. The Parties negotiated in good faith, and hereby agree this Agreement resolves the Foundation’s claims.

L. WHEREAS, nothing in this Agreement, or any action taken thereunder, shall be construed as an admission that the County is currently, or was previously, in violation of HAVA or any other federal or state laws related to voter registration or list maintenance.

M. WHEREAS, nothing in this Agreement, or any action taken thereunder, shall be construed as an admission by the Foundation that the County was previously or is now in compliance with HAVA or any other federal or state laws related to voter registration or list maintenance.

TERMS AND CONDITIONS

General Terms and Conditions

1. Except as to the release provision in Paragraph 14 below, nothing in this Agreement shall be construed to make any other person or entity not executing this Agreement a third-party beneficiary to this Agreement.

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

3. This Agreement is the entire agreement between the Parties.

4. This Agreement may be executed in any number of counterpart originals, each of which shall be deemed to constitute an 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.

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

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

7. 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.

8. This Agreement takes effect the day it is signed by all parties.

Specific Terms and Conditions

9. Within 45 days of the effective date of this Agreement, the County shall provide to the Foundation the following records and information. Where applicable, the time period for these records is 2019 to the present.

- a. Copies of records showing the criteria and/or procedures for monthly SVRS duplicate searches.
- b. Copies of SVRS-generated reports, redacted to exclude any private or confidential data, as defined by Minn. Stat. ch. 13 and/or Minn. Stat. § 201.091, containing potential duplicate entries that require additional review by staff.
- c. Copies of procedures for staff review of SVRS-generated duplicate reports.
- d. Copies of records showing the disposition of staff review of SVRS-generated duplicate reports, redacted as set forth in subparagraph b.
- e. Copies of records showing the cause of the persistence of the 61 Duplicates the Foundation identified until the Foundation filed its Complaint, or if no records explain their persistence, a written explanation for the cause of the persistence of the 61 Duplicates.

i. The record or written explanation shall identify the “minor discrepancy” that initially precluded merger of 43 duplicate registration records until after the Foundation filed its Complaint.

f. Copies of records showing the date of registration for each registration record comprising each of the 61 Duplicates.

10. In addition to the redactions required by Minn. Stat. ch. 13 and/or Minn. Stat. § 201.091, the County may redact employee names in records produced to the Foundation.

11. For one year after the effective date of this Agreement, the Foundation may provide additional suspected duplicated registration records, and the County shall review those records and where appropriate and warranted, take action to merge them.

ATTORNEY’S FEES, COSTS, AND EXPENSES

12. Each party shall bear its own attorney’s fees, costs, and expenses related to the Complaint and the litigation.

RIGHT TO CURE

13. If there is cause to believe that a breach of this Agreement has occurred, the party alleging breach shall give written notice of the specific alleged breach to the other party, and afford the allegedly breaching party thirty (30) calendar days to remedy the breach before takes any action, subject to any Minnesota or federal law.

RELEASE AND DISMISSAL

14. Plaintiff shall and hereby does release and discharge Defendants, and Defendants’ respective successors and assigns and any other State of Minnesota agencies, officials, or political subdivisions, from any and all claims, liabilities, causes of action, suits, debts, damages, judgments, contracts, controversies, agreements, obligations, promises, costs, expenses (including but not limited to attorney’s fees), contingent or vested, in law or equity, Plaintiff ever

had or may have ever had from the beginning of time through the date this Agreement is made, whether known or unknown, arising from the conduct related to the Complaint or the litigation.

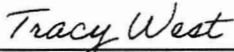
15. This Agreement constitutes a full settlement of and shall resolve all claims made by Plaintiff against Defendants in the Complaint and this litigation. The Plaintiff shall file a notice of dismissal within 14 days of the effective date of this Agreement.



**Public Interest Legal Foundation
Plaintiff**

01/05/2024

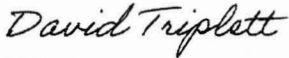
DATE



**Ramsey County Representative
Respondent**

01/05/2024

DATE



**David Triplett
Respondent**

01/05/2024

DATE