

## **SETTLEMENT AGREEMENT AND GENERAL RELEASE**

### ***Public Interest Legal Foundation, Inc. v. Timothy Dupuis, in his official capacity as the Alameda County Registrar of Voters***

U.S. District Court, Northern District of California  
Case No.: 4:24-cv-00679-HSG

This Settlement Agreement and General Release (“Agreement”) is made by and between Plaintiff Public Interest Legal Foundation, Inc. (“Plaintiff”), and the County of Alameda (the “County”). Plaintiff and the County shall hereinafter be referred to collectively as the “Parties.”

1. This Agreement encompasses all known claims of any type between the Parties (“Claims”), and all claims, known or unknown, arising in any way out of the facts alleged in any complaint filed by Plaintiff in the United States District Court, Northern District of California case captioned *Public Interest Legal Foundation, Inc. v. Timothy Dupuis, in his official capacity as the Alameda County Registrar of Voters* (4:24-cv-00679-HSG) (the “Litigation”), including but not limited to the complaint filed on February 5, 2024.
2. On or about July 25, 2024, the County electronically produced to Plaintiff certain voting records in response to Plaintiff’s request for records pursuant the National Voter Registration Act of 1993 (“NVRA”), 52 U.S.C. § 20507(i)(1), which records were “Bates stamped” ALAMEDA.ROV\_00001– ALAMEDA.ROV\_00041 (the “Production”).
3. The Parties now desire, without any admission of liability by any of the Parties, to settle all Claims, including claims arising out of the Litigation, in exchange for the consideration set forth in this Agreement.
4. The County will deliver to Plaintiff **\$22,282.00** (Twenty-Two Thousand, Two Hundred Eighty-Two dollars and Zero cents) within sixty (60) days after all the following have occurred: (i) receipt by the County of this Agreement executed by Plaintiff; and (ii) execution of this Agreement by the County (the “Settlement Payment”).

The Settlement Payment shall be made payable to Public Interest Legal Foundation, and shall be delivered to the following: **107 S. West Street Suite 700, Alexandria, VA. 22314.**

5. Within five (5) business days of receipt of the Settlement Payment, Plaintiff shall cause to be filed in the Litigation a notice of dismissal of the Litigation with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A) (“Notice of Dismissal”). Plaintiff will take all reasonable steps to ensure that the Notice of Dismissal results in a final dismissal of the Litigation with prejudice.
6. Plaintiff fully and finally releases and waives any and all claims, controversies, liabilities, judgments, causes of action, damages, demands, liens, costs, attorneys’

fees and expenses, known and unknown, vested or contingent, direct or indirect, whether recoverable under the Constitution, statutes, or common law of the United States of America or of the State of California, or any other state, including but not limited to 52 U.S.C. § 20507, that Plaintiff may have had, or may now have against Timothy Dupuis, the County of Alameda, and/or any of their respective officials, boards, officers, directors, employees, agents, heirs, successors, assigns, representatives, attorneys, insurers, and/or insurance programs and risk pools (collectively referred to as the “Released Parties”), arising from, relating to, or pursuant to the Litigation.

7. Plaintiff explicitly acknowledges that it has read Section 1542 of the California Civil Code, which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

Plaintiff hereby waives application of Section 1542 of the Civil Code, understanding that, as a consequence of this waiver, Plaintiff will not be permitted to make any further claims against Released Parties, regarding ***Public Interest Legal Foundation, Inc. v. Timothy Dupuis, in his official capacity as the Alameda County Registrar of Voters***, Case No.: 4:24-cv-00679-HSG, regardless of whether Plaintiff should eventually suffer or discover additional loss, damage, or injury related to the claims arising in the Litigation or related to the subject matter of the Litigation. This Agreement expresses a full and complete settlement of all liability claimed and denied, regardless of the aforesaid consideration.

8. Plaintiff represents and warrants that, other than the Litigation, Plaintiff has not brought, filed, commenced, or caused to be brought, filed, or commenced, and hereby agrees to refrain forever and at all times from bringing, filing, commencing, or causing to be brought, filed, or commenced, any other claim, lawsuit, grievance, or complaint of any nature with any local, state, or federal court or governmental or administrative agency, any arbitrator or other alternative dispute resolution service provider, or any other official agency or entity, based in whole or in part on the allegations contained in *Public Interest Legal Foundation, Inc. v. Timothy Dupuis, in his official capacity as the Alameda County Registrar of Voters* (4:24-cv-00679-HSG) (the “Litigation”).
9. Plaintiff further acknowledges and agrees that settlement of these Claims is not an admission of liability of unconstitutional or illegal or otherwise wrongful conduct by or on the part of any of the Released Parties, the same being denied, and shall not serve as evidence or notice of wrongdoing by or on the part of the Released Parties. Plaintiff also further acknowledges and agrees that settlement is made to

avoid the uncertainty of the outcome of litigation and the expense in time and money of further litigation for the purpose of judicial economy.

10. Aside from the payment discussed above in paragraph 4 representing the Plaintiff's costs and expenses through May 2024, the Parties will each bear their own costs, fees and expenses.
11. This Agreement shall be governed and construed in accordance with the laws of the State of California.
12. This Agreement constitutes the entire agreement between the Parties on the subject matters that this Agreement covers and supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement may be amended only by an agreement in writing, signed by all Parties.
13. The Parties acknowledge they have been represented by attorneys in the negotiations for and preparation of this Agreement, they have read this Agreement, they are fully aware of its contents, and they have freely and voluntarily entered into the settlement and terms set forth in this Agreement.
14. Each Party or agent thereof executing this Agreement is duly authorized to enter into and execute this Agreement in such capacity.
15. This Agreement may be executed in multiple original counterparts, each of which shall constitute an original document, and all of which in the aggregate shall constitute one and the same agreement.
16. If any of the provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the remaining provisions shall nonetheless continue in full force and effect without being impaired or invalidated in any way; provided, however, that should a court of competent jurisdiction hold that Plaintiff is entitled to sue the County or any of the Released Parties upon any of the Claims, and should Plaintiff bring or join in such a suit, then Plaintiff shall immediately remit to the County the **\$22,282.00** (Twenty-Two Thousand, Two Hundred and Eighty-Two dollars and Zero cents) provided to Plaintiff as part of this Agreement, plus interest thereon.

In witness thereof, the Parties, by their duly authorized representatives, affix their signatures hereto.

DATED: 10/1/2024 2024 PUBLIC INTEREST LEGAL FOUNDATION, INC.

By: Maureen S. Rorden

DATED: 10/8/2024 2024 COUNTY OF ALAMEDA

By: Donna Ziegler  
Donna Ziegler, County Counsel

5759678