

**United States District Court
District of New Mexico**

PUBLIC INTEREST LEGAL FOUNDATION, INC.

Plaintiff,

v.

MAGGIE TOULOUSE OLIVER, in her official capacity as the Secretary of State for the State of New Mexico

Defendant.

Case No. 1:23-cv-00169-MLG-JFR

SETTLEMENT AGREEMENT

1. This Settlement Agreement (“Agreement”) is entered into by and between Plaintiff Public Interest Legal Foundation, Inc. (“Plaintiff”) and Defendant New Mexico Secretary of State Maggie Toulouse Oliver (“Defendant”) (collectively, “Parties”).

BACKGROUND

2. On February 27, 2023, Plaintiff filed this action against Defendant (the “Litigation”).

3. Defendant denies liability for the cause of action Plaintiff asserts in the Litigation.

4. The Parties have negotiated in good faith and now jointly enter into this Agreement to resolve the Litigation.

APPLICABILITY

8. The terms of this Agreement shall apply to the Parties and their respective successors and assigns.

TERMS AND CONDITIONS

General Terms and Conditions

9. 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.

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

11. 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.

12. This Agreement is governed by, and interpreted according to, the laws of the state of New Mexico without regard to conflict of laws principles.

13. 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.

14. The term "Voter Roll" means statewide SERVIS data with voting history in electronic format.

Terms Governing Production and Cost of SERVIS Data

15. Defendant shall produce the Voter Roll to the Foundation upon the execution of an affidavit in the form prescribed by the Defendant, as set forth in Section 1-4-5.5 of the New Mexico Election Code.

16. Defendant represents that she has implemented an office-wide reduction of the SERVIS Data Fees, which have a maximum of \$600.00 per request.

17. Plaintiff shall pay the \$600.00 maximum cost to receive the Voter Roll.

18. Defendant shall change all public-facing fee schedules to reflect the new \$600.00 maximum cost no later than January 31, 2025.

ATTORNEY'S FEES, COSTS, AND EXPENSES

19. Each party shall bear its own attorney's fees, costs, and expenses related to the Litigation.

RELEASE AND DISMISSAL

20. Upon entering this Agreement, the Plaintiff shall release Defendant, and her respective successors and assigns and any other State of New Mexico agencies or officials, from any claims arising from the conduct related to the Litigation.

21. This Agreement constitutes a full settlement of and shall resolve all claims made by Plaintiff against Defendant in this Litigation. Upon execution of this Agreement, the Parties shall dismiss the Litigation.

For the Plaintiff: Public Interest Legal Foundation, Inc.

/s/ Noel. H. Johnson

Noel H. Johnson

Counsel for Public Interest Legal Foundation, Inc.

12/23/2024

Date

For the Defendant: New Mexico Secretary of State Maggie Toulouse Oliver

/s/ Rose Bryan
Rose Bryan
Assistant Attorney General
NM Department of Justice
Counsel for Defendant Maggie Toulouse Oliver

1/7/2025
Date