

SETTLEMENT AGREEMENT

1. This Settlement Agreement (“Agreement”) is entered into by and between Plaintiff Public Interest Legal Foundation, Inc. (“Plaintiff”) and Defendant Arizona Secretary of State Adrian Fontes (“Defendant”) (collectively, “Parties”).

BACKGROUND

2. On April 24, 2024, the Plaintiff requested the following records from the Defendant pursuant to the National Voter Registration Act (“NVRA”), 52 U.S.C. § 20507(i)(1):
- a. Copies of all “Deceased Retractions” reports received from ERIC¹ (“Deceased Retraction Reports”).
 - b. Copies of all other records concerning “Deceased Retractions” reports, e.g., correspondence.
3. Defendant did not produce Deceased Retractions Reports in response to the request.
4. On July 31, 2025, Plaintiff filed suit against Defendant in the U.S. District Court for the District of Arizona, Case No. 2:25-cv-02722-MTL (the “Litigation”).
5. Defendant denies liability for the cause of action Plaintiff asserts in the Litigation.
6. The Parties have negotiated in good faith and now jointly enter into this Agreement to resolve the Litigation.

APPLICABILITY

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

TERMS AND CONDITIONS

General Terms and Conditions

¹ “ERIC” means the Electronic Registration Information Center.

8. 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.

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

10. 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.

11. This Agreement is governed by, and interpreted according to, the laws of the state of Arizona without regard to conflict of laws principles.

12. 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.

Terms Governing Production of Deceased Retraction Reports

13. Defendant shall produce the Deceased Retraction Records to the Plaintiff within fourteen (14) days of the date this Agreement is signed by the parties; provided, that if Defendant determines it is required by law to redact any information in the Deceased Retraction Reports, it shall confer in good faith with Plaintiff regarding the scope of such redactions. If the Parties do not agree to the scope of the redactions, either party may rescind this Agreement.

Terms Governing Dismissal of this Lawsuit

14. If Defendant produces documents in accord with paragraph 13 of this Agreement, Plaintiff shall voluntarily dismiss the Litigation with prejudice within fourteen (14) days of the date Plaintiff receives the Deceased Retraction Reports and fees as provided in paragraph 16, whichever is later.

Terms Governing Maintenance and Production of Deceased Retraction Reports

15. Upon Plaintiff's voluntary dismissal of the Litigation, Defendant shall
- a. Maintain each Deceased Retraction Report it receives for two years; and
 - b. Disclose Deceased Retraction Reports it maintains when requested under 52 U.S.C. § 20507(i)(1).

ATTORNEY'S FEES, COSTS, AND EXPENSES

16. The Defendant shall pay to Plaintiff \$11,000 in attorney's fees, costs, and expenses related to the Litigation within thirty days of signing this Agreement.

FULL AND FINAL SETTLEMENT

17. This Agreement constitutes a full settlement of all claims made in this Litigation, and, upon Defendant's production of documents in accord with paragraph 13 of this Agreement, Plaintiff releases all claims asserted in its Complaint.

For the Plaintiff: Public Interest Legal Foundation, Inc.


/s/ Samuel Swanson
Samuel Swanson
Counsel for Public Interest Legal Foundation, Inc.

4/14/2026
Date

/s/ Brennan A.R. Bowen
Brennan Bowen
Counsel for Public Interest Legal Foundation, Inc.

4/14/2026
Date

For the Defendant: Arizona Secretary of State Adrian Fontes


Tonia A. Tunnell
Deputy Assistant Secretary of State

4/15/2026
Date