

## SETTLEMENT AGREEMENT

This settlement agreement (the "Agreement") is entered into as of January 10, 2014 (the "Effective Date") by and between Judicial Watch, Inc. and True the Vote (collectively, "Plaintiffs") and Ohio Secretary of State Jon Husted, in his official capacity ("Defendant"). Plaintiffs and Defendant (together, the "Parties") are parties to a litigation captioned *Judicial Watch, Inc. and True the Vote v. Husted*, Case 2:12-cv-00792, which was filed in the United States District Court for the Southern District of Ohio on August 30, 2012 (the "Litigation").

### RECITALS

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

WHEREAS, Ohio Secretary of State Jon Husted, in his official capacity, is designated the "chief State election official," pursuant to 42 U.S.C. § 1973gg-8, and is responsible for coordination of the State's responsibilities under the NVRA;

WHEREAS, Plaintiffs maintain that a judgment in their favor, including the items contained in the complaint's Prayer for Relief, is appropriate;

WHEREAS, Defendant disputes the allegations contained in the complaint and denies any and all liability thereunder;

WHEREAS, notwithstanding the foregoing, both Parties desire to settle the Litigation;

NOW THEREFORE, in the spirit of cooperation and comity and to avoid the expense and time and the inherent risks associated with further proceedings related to the Litigation, both the Plaintiffs and the Defendant, by and through the undersigned counsel, hereby agree, in consideration of the mutual promises contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, to abide by the following terms and conditions.

1. Within 30 days of the execution of the Agreement, the Parties shall execute and file a stipulation of dismissal containing the following substantive language:

"Pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, plaintiffs Judicial Watch, Inc. and True the Vote and defendant Jon Husted, in his official capacity as Secretary of State of Ohio, hereby stipulate to the dismissal of this action with prejudice, and without costs or fees to either party."

In the event that the Court (including the Clerk) rejects such filing for any reason, the Parties shall both use their best efforts to accomplish the same result by another stipulation amending that language as little as possible, or by filing an unopposed motion for voluntary dismissal upon the same terms, or by taking such other steps as may be reasonably necessary. If a filing seeking dismissal on the terms set forth above is not executed by the Parties and filed with the Court within 30 days of the Effective Date, or if such dismissal is not granted by the Court within 6 months, this agreement shall be cancelled.

- a. During the pendency of the filing or granting of such stipulation or other comparable motion, neither party shall file any other motion or seek any other court relief, or fulfill, or seek to have fulfilled, any discovery or other obligation related to the Litigation, except as set forth in paragraph 1.b.
  - b. In the event that the Court, prior to the dismissal of this action, requests any action by Plaintiffs or Defendant, the Parties agree to notify the Court that a settlement has been reached and to jointly request that such action be cancelled. The Parties agree to file any ancillary stipulations or motions required by the Court or by circumstances in order to ensure that no further obligations related to the Litigation are imposed on the Parties.
2. Defendant agrees, for the duration of the term of the Agreement, to undertake, or, where appropriate, to continue to undertake, the following actions:
- a. To participate in the State and Territorial Exchange of Vital Events (STEVE) administered by the National Association for Public Health Statistics and Information Systems (NAPHSIS) to obtain out-of-state death information for list maintenance purposes under the NVRA, with monthly updates to local officials for death removals in the Statewide Voter Registration Database (SWVRD).
  - b. To participate in the Interstate Voter Registration Cross-Check program administered by the Kansas Secretary of State to identify registered voters who move out-of-state for list maintenance purposes under the NVRA.
  - c. To use Ohio Bureau of Motor Vehicles data to identify registered voters who move within Ohio for list maintenance purposes in compliance with Section 5 of the NVRA, with updates to local officials for removals or address-changes in the SWVRD no less frequently than permitted by state law.
  - d. To use online voter registration change of address to encourage voters to keep their registration information current.
  - e. To conduct its monthly duplicate registration elimination program using SWVRD, including minimal monthly duplicate thresholds of no greater than .030% for all Ohio County Boards of Election voter lists.
  - f. To keep online, and available for public access, a current voter registration list.
  - g. To require the county boards of election to send accurate survey information to the Secretary of State's Office to be compiled and forwarded to the Election Assistance Commission for its NVRA-related surveys.
  - h. To use reasonable efforts to promote the expanded use of Ohio's voter registration online change of address system to recent college graduates, including education

to remind recent college graduates to keep their voter registration address and information current and to request necessary updates, and to endeavor to coordinate these activities in conjunction with Ohio colleges and universities.

- i. To direct boards of elections to send confirmation notices annually to voters who: (a) did not vote in an election during a two year period beginning and ending May 1 and (b) did not engage in any other voter-initiated activity (e.g., filing a voter registration form) during that same time period; and also to query boards of elections on a reasonably regular basis as to whether this direction is being followed.
3. Plaintiffs may ask Defendant for reasonable, non-burdensome assurances that any one or more of the terms of the Agreement are being performed, by means of a letter, sent by email or fax. Defendant shall not unreasonably refuse to provide such assurances. Plaintiffs shall not send more than one such letter in any three-month period of the Agreement. Ongoing negotiations concerning how a particular request for an assurance shall be provided, or whether it has been provided, shall not count as separate requests for assurances.
4. In the event that either party believes that the Agreement has been breached by the other party, the party asserting breach shall send a letter, by email or fax, to the other party describing the alleged breach. Neither 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 letter.
5. This agreement shall expire on November 10, 2018.
6. Both the Plaintiffs and Defendant, including any successor to the office of Secretary of State, or any successor as chief State election official under the NVRA and State law, shall be bound by the terms of this agreement during that time.
7. The Agreement shall contain the entire agreement between the parties and shall supersede all prior written and oral agreements, representations, negotiations, promises, and understandings between them.
8. The Agreement may be amended only by a writing signed by both of the Parties. The Parties agree to receive and discuss all possible amendments to the Agreement proposed in good faith by either party, and to negotiate concerning such possible amendments in good faith. The Parties further agree not to unreasonably withhold their consent to a proposed amendment addressing an unanticipated change in circumstances that has rendered one or more of the terms of the Agreement unduly burdensome.
9. The Parties each agree not to publicly disparage the other with respect to the Parties' conduct or decisions regarding the commencement of the Litigation, the prosecution or defense of the Litigation, or the termination and settlement of the Litigation.

10. The Agreement may be executed in counterparts, and a faxed or emailed signature shall be deemed as valid as an original.

11. Nothing in this Agreement shall be deemed an admission regarding the merits of the Litigation.

BY:



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*On Behalf of Plaintiffs Judicial Watch, Inc.,  
and True the Vote*

OHIO SECRETARY OF STATE JON  
HUSTED

By: \_\_\_\_\_

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*On behalf of Defendant Ohio Secretary of  
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