

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ILLINOIS CONSERVATIVE UNION,)	
CAROL J. DAVIS, JANET L. SHAW,)	
and LORETTA J. SAVEE,)	
)	
Plaintiffs,)	20 cv 5542
)	
v.)	District Judge Sara L. Ellis
)	
ILLINOIS; THE ILLINOIS STATE)	Magistrate Judge Beth W. Jantz
BOARD OF ELECTIONS; and)	
BERNADETTE MATTHEWS,)	
in her capacity as the Executive Director)	
of the Illinois State Board of Elections,)	
)	
Defendants.)	

JOINT STIPULATION OF DISMISSAL

Parties, by counsel and pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, respectfully submit they have reached an agreement to resolve Plaintiffs’ claims in this matter and hereby enter this joint stipulation of dismissal of the action without prejudice, to automatically convert into a dismissal with prejudice within six months of this filing.

Dated: July 18, 2023

Respectfully submitted,

KWAME RAOUL
Illinois Attorney General

By: /s/ Maggie Jones
MAGGIE JONES
ASSISTANT ATTORNEY GENERAL
Office of the Illinois Attorney General
General Law Bureau – Civil Rights Unit
100 W. Randolph St., 13th Floor
Chicago, IL 60601

/s/ Eric W. Lee
Eric W. Lee*
JUDICIAL WATCH, INC.
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Attorneys for Plaintiffs

**Admitted pro hac vice*

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BOARD OF ELECTIONS; and)	
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, in her capacity as the)	
Executive Director of the Illinois State)	
Board of Elections,)	
)	
Defendants.)	

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (“Agreement”) is made and entered into by and between the Illinois Conservative Union, Carol J. Davis, Janet Shaw, and Loretta Savee (“Plaintiffs”) and the Illinois State Board of Elections and Bernadette M. Matthews (“Defendants”), collectively referred to as “Parties.”

RECITALS

Plaintiffs filed the above-captioned lawsuit alleging violations of rights protected by statute(s), regulation(s), common law, and the Constitution of the United States (hereinafter referred to as the “Action”).

Defendants deny any and all liability for the causes of action asserted by the Plaintiffs.

To avoid further expense and in recognition of the Parties’ position, the Parties wish to settle, compromise and terminate this Action;

TERMS

The Parties agree to the following:

1. This Agreement applies to, is binding upon, and inures to the benefit of the Plaintiffs (and their successors, assigns, and designees) and the Defendants (and their successors, assigns, and designees). 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. This Agreement shall not constitute an admission or evidence of any fact, wrongdoing, misconduct, or liability on the part of the Defendants or any other person affiliated with any such person or entity.

3. Pursuant to this Agreement, Defendants shall provide to Plaintiffs the current centralized statewide list of registered voters for Illinois (the "Illinois Voter Registration List") in electronic format, with all fields provided to political committees, including but not limited to fields indicating the registrant's full name (defined as first name, last name, last name suffix, and middle name), residential street address number and name, apartment number (if applicable), mailing address number and name, city and zip code, email address (except email addresses of overseas military members), telephone number, county and state voter identification number, age of the registrant, and the registrant's status (active or inactive) and the most recent date the entry was changed, and voting history for the last fifteen (15) elections. For voters protected by the Judicial Privacy Act, 705 ILCS 90 *et seq.*, the Address Confidentiality for Victims of Domestic Violence, Sexual Assault, Human Trafficking, or Stalking Act, 750 ILCS 61 *et seq.*, or any other state or federal statute requiring confidentiality, voter information will be excluded or redacted as required by law. Defendants are only obligated to provide Plaintiffs with the information provided to political committees; if Defendants cease providing certain data to political committees, then Defendants will no longer be required to provide that information to Plaintiffs.

4. From the date of this Agreement through December 31, 2026, if any of the Plaintiffs fill out the applicable forms, follow the applicable procedures, and pay the applicable fees, regarding a request for the Illinois Voter Registration List, Defendants will provide to

Plaintiffs the Illinois Voter Registration List that has been most recently prepared for production. The Illinois Voter Registration will be provided in electronic format, with all fields described in subparagraph (3), including but not limited to the registrant's full name, residential street address and name, apartment number (if applicable), county and state voter identification number, age of the registrant, and the registrant's status (active or inactive) and the most recent date the entry was changed, and such tender shall occur within ten (10) business days.

5. Plaintiffs and Plaintiffs' counsel shall keep confidential the Illinois Voter Registration List and all content contained therein. Plaintiffs and Plaintiffs' counsel expressly acknowledge, represent, warrant and agree not to disclose the Illinois Voter Registration List or the contents contained therein, except subject to the terms of the Confidentiality Order. Plaintiffs and Plaintiffs' counsel hereby acknowledge, represent, warrant and agree to the adherence of the terms of the Agreed Confidentiality Order entered on June 21, 2023 in this Action.

6. Any violation of this Agreement and the Confidentiality Order, as set forth herein, shall be deemed a material breach of the Agreement. Upon such material breach by any party, this Agreement may be enforced in an action for relief including, but not limited to, damages for breach of contract, injunctive relief or other equitable relief, with the Court retaining jurisdiction to enforce this Agreement.

7. Plaintiffs and their heirs, successors, assigns, and all other persons acting on Plaintiffs' behalf release and forever discharge Defendants and the State of Illinois, its agencies and their agents, former and present employees, successors, heirs, and assigns and all other persons acting on their behalf from all actions, claims and demands of any kind that arose or could have arisen from the facts alleged or claims made in the Action, whether known or unknown, up to the effective date of this Agreement. Plaintiffs and Plaintiffs' attorneys release, waive, and relinquish any claim or right to attorney fees, costs, or expenses allegedly incurred or due under any statute, rule, or common law provision.

8. Plaintiffs agree to dismiss the Action in its entirety and as to all Defendants with prejudice and without attorney fees, costs, or expenses by submitting a fully executed Stipulation to Dismiss to the Court for entry of an order reflecting said dismissal within 20 days of full execution of this Agreement.

9. This Agreement contains the entire agreement between the Parties. No promise has been made to pay or give Plaintiffs any consideration other than as stated in this Agreement. All the Parties' agreements, covenants, commitments and warranties, express or implied, oral or written, concerning this Agreement's subject matter are contained in this Agreement.

10. Plaintiffs enter into this Agreement as a free and voluntary act with full knowledge of its legal consequences, and in doing so represents and warrants that they have not relied on any information or representation by Defendants, their counsel, or other agents, oral or written, that are not contained in this Agreement.

11. This Agreement shall be construed and interpreted in accordance with the laws of the State of Illinois, without regard to principles of conflict of laws.

12. This Agreement may not be changed, modified or assigned except by written agreement of Plaintiffs, the Illinois State Board of Elections, and the Illinois Attorney General.

13. This Agreement shall not be construed to constitute a waiver of sovereign immunity of the Illinois State Board of Elections and Bernadette M. Matthews.

14. If any provision of this Agreement is declared invalid or unenforceable, the balance of this agreement shall remain in full force and effect.

15. This Agreement may be executed in multiple counterparts and shall be deemed effective when executed by all the Parties.

AGREED:

Illinois Conservative Union
Plaintiff

Date

Carol Davis
Plaintiff

Date

Janet Shaw
Plaintiff

Date

Loretta Savee
Plaintiff

Date

Eric Lee
Counsel for Plaintiffs

Date

Maggie Jones

Maggie Jones
Assistant Attorney General
Counsel for Defendants

6/27/2023
Date

Bernadette M. Matthews

Bernadette M. Matthews
On behalf of the Illinois State Board of Elections
and in her official capacity as Executive Director

6/30/2023
Date

immunity of the Illinois State Board of Elections and Bernadette M. Matthews.

14. If any provision of this Agreement is declared invalid or unenforceable, the balance of this agreement shall remain in full force and effect.

15. This Agreement may be executed in multiple counterparts and shall be deemed effective when executed by all the Parties.

AGREED:

Carol J. Davis
Illinois Conservative Union, *Chairman*
Plaintiff

6-15-2023
Date

Carol J. Davis
Carol Davis
Plaintiff

6-15-2023
Date

Janet Shaw
Plaintiff

Date

Loretta Savee
Plaintiff

Date

Eric Lee
Counsel for Plaintiffs

Date

Maggie Jones
Assistant Attorney General

Date

Carol Davis
Plaintiff

Date

Janet Shaw
Plaintiff

Janet L Shaw

6/14/2023
Date

Loretta Savee
Plaintiff

Date

Eric Lee
Counsel for Plaintiffs

Date

Maggie Jones
Assistant Attorney General
Counsel for Defendants

Date

Bernadette M. Matthews
On behalf of the Illinois State Board of Elections
and in her official capacity as Executive Director

Date

Illinois Conservative Union
Plaintiff

Date

Carol Davis
Plaintiff

Date

Janet Shaw
Plaintiff

Date

Loretta Savee

Loretta Savee
Plaintiff

6-15-23
Date

Eric Lee
Counsel for Plaintiffs

Date

Maggie Jones
Assistant Attorney General
Counsel for Defendants

Date

Bernadette M. Matthews
On behalf of the Illinois State Board of Elections
and in her official capacity as Executive Director

Date

Illinois Conservative Union
Plaintiff

Date

Carol Davis
Plaintiff

Date

Janet Shaw
Plaintiff

Date

Loretta Savee
Plaintiff

Date

Eric Lee

Eric Lee
Counsel for Plaintiffs

June 16, 2023

Date

Maggie Jones
Assistant Attorney General
Counsel for Defendants

Date

Bernadette M. Matthews
On behalf of the Illinois State Board of Elections
and in her official capacity as Executive Director

Date