

SETTLEMENT AGREEMENT

This settlement agreement (the “Agreement”) is entered into as of 28th August 2019 (the “Effective Date”) by and between Ohio A. Philip Randolph Institute, Northeast Ohio Coalition for the Homeless, and Larry Harmon (collectively, “Plaintiffs”) and Ohio Secretary of State Frank LaRose, in his official capacity (“Defendant”). Plaintiffs and Defendant (together, the “Parties”) are parties to litigation captioned *Ohio A. Philip Randolph Institute et al. v. LaRose (formerly, Ohio A. Philip Randolph Institute et al. v. Husted)*, Case 2:16-cv-303, which was filed in the United States District Court for the Southern District of Ohio on May 17, 2016 (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 Frank LaRose, in his official capacity, is designated the “chief State election official,” pursuant to 52 U.S.C. § 20509, and is responsible for coordination of the State’s responsibilities under the NVRA;

WHEREAS, there is one remaining claim in this litigation that is currently on appeal to the United States Court of Appeals for the Sixth Circuit;

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 remaining claim in this Litigation;

NOW THEREFORE, in the spirit of cooperation and comity, and to avoid the expense, time, and inherent risks associated with further proceedings related to the Litigation, both the Plaintiffs and the Defendant, by and through the undersigned 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 one (1) day 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 Ohio A. Philip Randolph Institute, Northeast Ohio Coalition for the Homeless, and Larry Harmon and Defendant Frank LaRose 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 the aforementioned 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 one (1) day of the Effective Date of the Agreement, or if such dismissal is not granted by the Court by September 6, 2019 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 expand the current “APRI Exception” per the following terms, which are reflected in the enclosed APRI Directive (Exhibit A) or in substantially similar form:
 - i. Extend the APRI Exception through December 31, 2022;
 - ii. Expand the APRI Exception to include voters who received confirmation notices in 2013, 2014, and 2015; and
 - iii. Add language that must be included in any notification of the denial of the request for an absentee ballot directing voters to contact their board of elections if their absentee request was denied but they are unable to vote in-person because of illness, disability, or infirmity.
 - b. To direct all boards of elections to send Form 255-A-3, the “last chance” notice to voters who received the 2015 confirmation notices similar to the process outlined in Directive 2019-09, not later than July 29, 2019, informing the elector that their voter registration will be cancelled on Friday, September 6, 2019.
 - c. Send an Eligible But Unregistered (EBU) mailing before September 6, 2019, advising EBU persons of the October 7, 2019 registration process and the deadline for registering for the November 2019 General Election.
 - d. Direct all boards to compile a list of board data utilized for “item 2.b.” reflecting voter information (*i.e.*, names and addresses) for individuals who were or are to be, mailed a last chance notice and share the list with Plaintiffs in accordance with the Ohio Public Records Act so that Plaintiffs and others may conduct voter registration efforts.

- e. Direct the county boards of elections to use BMV records to restore individuals in active-confirmation status who were sent confirmation notices under the 2015 Supplemental Process to active-active status under the procedures set forth in SOS Directive 2018-21.
 - f. Continue efforts to advocate for voter registration modernization for voters who have contact with state agencies, including public assistance agencies. The Parties recognize that any change to this process would require legislative action by the Ohio General Assembly.
 - g. Send a letter to Plaintiff Larry Harmon drafted by Defendant describing the office's efforts to modernize the voter registration process as the best way possible to maintain accurate lists to prevent fraud.
 - h. Continue posting to the Secretary's website after each election a provisional ballot report that includes the number of provisional ballots that were counted pursuant to the APRI Exception.
3. It is agreed that neither party shall be deemed the prevailing party. Any fees associated with this case shall be borne by each respective party.
 4. It is agreed that nothing in this Agreement prevents the Secretary from directing all boards that, pursuant to Directive 2019-09, voter registrations are required to be cancelled as a result of the general voter records maintenance program on September 6, 2019.
 5. This Agreement shall fully compromise and settle all claims, causes of action and any other relief that either party may have against the other as a result of the litigation.
 6. 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.
 7. 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 before seeking judicial intervention.
 8. This Agreement shall expire on December 31, 2022.
 9. 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.
 10. The Agreement may be amended only by a writing signed by both 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.

11. 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.
12. The Agreement may be executed in counterparts, and a faxed or emailed signature shall be deemed as valid as an original.
13. Nothing in this Agreement shall be deemed an admission regarding the merits of the Litigation.

*Andre Washington, President
A Phillip Randolph Institute of Ohio*

*Chris Knestrick, Director
Northeast Ohio Coalition for the
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Larry Harmon

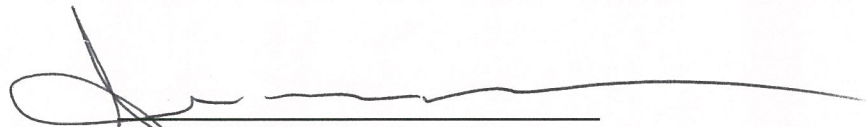
BY:



*On behalf of Defendant
OHIO SECRETARY OF STATE
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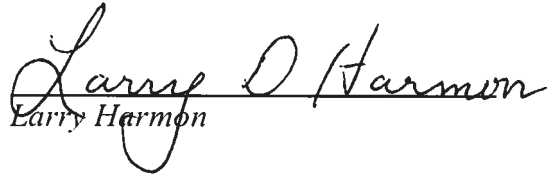
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