

## SETTLEMENT AGREEMENT

### I. INTRODUCTION

This Settlement Agreement (“Agreement”) is entered into this 18th day of November, 2019, by and between John R. Ashcroft, in his official capacity as Missouri Secretary of State (“SOS”), and Kenneth Zellers, in his official capacity as Director of the Missouri Department of Revenue (“DOR”) (collectively “Defendants”), and the League of Women Voters of Missouri, the A. Philip Randolph Institute - Greater Kansas City Chapter, and the A. Philip Randolph Institute - St. Louis Chapter (collectively “Plaintiffs”). SOS, DOR, and Plaintiffs may be collectively referred to as the “Parties,” and each separately as a “Party.” In consideration of the agreements and covenants set forth herein, for good and valuable consideration, the sufficiency of which is acknowledged hereby, the Parties agree as follows:

### II. RECITALS

- A. The provisions of this Agreement resolve all claims that were brought in the case of *League of Women Voters of Missouri et al. v. Ashcroft et al.*, Civil Action Number 2:18-cv-04073-BCW (W.D. Mo.) and satisfy and resolve the claims of the Plaintiffs for injunctive and declaratory relief in the above-entitled case as of the date of this Agreement.
- B. This Court has subject matter jurisdiction and personal jurisdiction over this action and, therefore, the authority to enter the stipulated proposed order of dismissal attached to this Agreement, which will incorporate this Agreement.
- C. This Court shall have continuing jurisdiction over this action to ensure compliance with the terms of this Agreement for as long as the Agreement remains in effect as well as to decide Plaintiffs’ forthcoming fees and costs petition.
- D. This Agreement, along with any or all of its provisions, is not, and shall not be construed to be, an admission of any liability or wrongdoing on the part of Defendants concerning any of the claims and allegations in the complaint in this litigation. All the terms and conditions of this Agreement are contained herein, and the Parties do not intend to create or imply any commitments that are not set forth herein. In entering this Agreement, Plaintiffs do not endorse any policy or procedure of Defendants; rather, this Agreement is a compromise of disputed matters between the Parties, the terms and conditions of which are strictly and exclusively set forth herein.
- E. The Parties agree to submit the issue of attorneys’ fees, costs, and expenses to the Court for a decision and order in the context of a contested motion. Per the Court’s order, Plaintiffs shall file such motion on or before January 6, 2020. In the context of that motion practice, Defendants agree not to contest that Plaintiffs are, at least in part, prevailing parties, provided that this Agreement does not limit or foreclose any argument Defendants wish to make as to the amount of any award of attorneys’ fees and costs, including but not limited to arguments that the amount of

fees or costs should be zero or should otherwise be reduced because of the degree of success Plaintiffs achieved regarding a particular aspect, claim, or component of the case. Plaintiffs' position is that they meet the definition of prevailing party under the statute and case law as to all aspects, claims or components of the case, and that this Agreement does not limit or foreclose any argument Plaintiffs may wish to make in support of that position. Plaintiffs and Defendants otherwise reserve all rights with respect to expenses in connection with this litigation, including reasonable attorneys' fees, litigation expenses, and costs, as permitted by 52 U.S.C. § 20510(c).

- F. The Parties acknowledge that this Agreement shall be controlled by and implemented in accordance with the United States Constitution and federal law. The Parties further acknowledge that this Agreement will be implemented consistent with the Missouri Constitution and Missouri state law insofar as the provisions of the Missouri Constitution and Missouri state law do not conflict with controlling federal law.
- G. This Agreement shall constitute the entire integrated Agreement of the Parties. No prior or contemporaneous communications, oral or written, will be relevant or admissible for purposes of determining the meaning of any provisions herein in this matter or in any other proceeding. The Parties acknowledge that the execution and delivery of this Agreement is their respective free and voluntary act and deed, and that said execution and delivery have not been induced by, or done in reliance upon, any representations, promises, warranties, understandings, or agreements made by the other Party, its agents or representatives beyond those set forth in this Agreement.
- H. The Parties and their counsel have mutually contributed to the preparation of this Agreement. Accordingly, no provision of the Agreement shall be construed against any Party on the grounds that one of the Parties or its counsel drafted the provision.
- I. The Parties represent and warrant that they have authority to enter into this Agreement and that this Agreement shall be binding upon, and inure to the benefit of, their successors and assigns. Each of the persons executing this Agreement on behalf of a Party represents and warrants that he or she has the authority to do so.
- J. The Parties agree to defend the provisions of this Agreement. The Parties shall notify each other of any court challenge to this Agreement.

### **III. DEFINITIONS**

- A. "Agreement" refers to this Settlement Agreement.
- B. "Change-of-Address" shall refer to changes to the mailing or residential address associated with a License or License Record.

- C. “Complaints” refers to written communications from Customers, LEAs, or DMV Offices, to DOR or SOS concerning alleged problems that directly implicate Section 5 of the NVRA, 52 U.S.C. § 20504, and where the alleged underlying problem(s) were not: (a) due to a Customer error; and (b) resolved by DOR or SOS within 2 weeks of the communication being received.
- D. “Court” refers to the United States District Court for the Western District of Missouri.
- E. “Covered Transactions” refers to:
1. Changes to the residential address associated with a Customer’s License Record processed in-person at a DMV Office;
  2. Transactions conducted by military members and their dependents to obtain a new, renewal or duplicate License by mail via Forms 4317 or 4318 or the equivalent; and
  3. Changes to the address associated with a Customer’s License Record processed in any of the following ways:
    - a. In-person at a DMV Office;
    - b. Via the internet using DOR’s Online Change-of-Address System;
    - c. By mail using Form 4317 or Form 4318 or their equivalent;
    - d. By mail using Form 4160 or any other form issued by DOR to allow Customers to update the address associated with their License Record through the mail to the extent such form is used and/or accepted by DOR; and
    - e. Processed manually upon receipt of a written request from the Customer not using the forms described in subparagraphs c and d, including a written request sent via e-mail or fax.
- F. “Customer” refers to each natural person who engages in an In-Person Transaction or a Remote Transaction.
- G. “Days” refers to calendar days. If an action must take place within a certain number of days and the deadline would fall on a weekend or holiday, it is sufficient to take the required action on the first business day after the weekend or holiday.
- H. “Defendants” refers to the Missouri Secretary of State and the Director of the Missouri Department of Revenue in their official capacities.

- I. “DMV Office” shall include any motor vehicle license office in Missouri that contracts with DOR to conduct In-Person Transactions.
- J. “DOR” refers to the Missouri Department of Revenue.
- K. “DOR Online Change-of-Address System” refers to DOR’s system for processing changes of mailing addresses online. As of the date of this Agreement, this system is available at <https://sa.dor.mo.gov/coa/>.
- L. “DOR Internal Audit Plan” refers to the plan and timeline of the DOR Internal Audit Group for periodic auditing of DMV Offices. The function of DOR’s Internal Audit Group is to ensure that DMV Offices comply with all applicable laws, policies, procedures, and guidelines and to improve the efficiency of the services provided to the citizens of Missouri. Currently, the Internal Audit Group plans to conduct 48 DMV License Office audits annually that will include a review of NVRA transactions.
- M. “Duplicate Information” are the fields of information that are required or optionally provided at the DOR Online Change-of-Address System and that are also required or optionally provided at the SOS Online Voter Registration Application System.
- N. “Effective Date” refers to the date when, following full execution of this Agreement, the Court enters the Parties’ Proposed Stipulation of Dismissal and this Agreement.
- O. “Form 4317” and “Form 4318” refers to any forms used by military members and/or their dependents to update their License information by mail or obtain a new, renewal or duplicate permit or License by mail, including those forms that may be signed by a person holding power of attorney for such DOR Customers.
- P. “In-Person Transaction” refers to any transaction where a Customer comes in-person to a DMV Office to request a new License, License renewal, duplicate License, or to update the mailing or residential addresses associated with the Customer’s License Record.
- Q. “LEA” refers to an election authority in Missouri, as defined in § 115.015, RSMo.
- R. “License” refers to a motor vehicle driver’s license or non-driver’s license issued by DOR.
- S. “License Office Examiner” refers to any DMV Office employee who assists Customers with In-Person Transactions, including employees of contractors who operate the DMV office.
- T. “License Record” refers to an individual’s record in the Missouri Driver License System (MODL), including the individual’s mailing address and other contact information.

- U. “NVRA” refers to the National Voter Registration Act of 1993, 52 U.S.C. § 20501, et seq.
- V. “Parties” refers to Plaintiffs and Defendants collectively.
- W. “Plaintiffs” refers to the League of Women Voters of Missouri, the A. Philip Randolph Institute – St. Louis Chapter, and the A. Philip Randolph Institute – Greater Kansas City Chapter.
- X. “Remote Transaction” refers to requests for a new License, License renewal, duplicate License, as well as requests to update mailing or residential addresses associated with a License, which are submitted by mail, email, online, telephone, or by other remote means.
- Y. “SOS” refers to the Missouri Office of the Secretary of State.
- Z. “SOS Online Voter Registration Application System” refers to the system operated by SOS for accepting voter registration applications and address change applications online.
- AA. “ULIM” refers to the Uniform License Issuance Manual, issued by the Missouri Department of Revenue.
- BB. “Virtual License Office” refers to a specialized area within the Driver License Bureau Central Office primarily designated to process mail-in requests for renewal of a driver license, instruction permit or nondriver license submitted by military service members or their dependents using the DOR Form 4317 or DOR Form 4318.

#### IV. COVERED TRANSACTIONS

##### A. DOR Online Change-of-Address Transactions

###### 1. Interim Changes to DOR’s Online Change-of-Address System

Within thirty (30) days of the Effective Date of this Agreement and until such time as the changes to DOR’s Online Change-of-Address System described in subsection IV.A.2 are fully implemented, DOR shall update the existing change-of-mailing-address webpage to:

- a. Replace the current voter registration language with the following:

**Voter registration:**

If you have moved within your county or the State of Missouri, you need to update your voter registration information in order to vote. Please click [here](#) to **update your voter registration** online or to obtain a mail-in voter registration application form.

- b. On the confirmation screen after a Change-of-Address is submitted, provide DOR Customers with the opportunity to register by adding the following language:

**If you have moved within your county or the State of Missouri, you need to update your voter registration information in order to vote. Please click here to update your voter registration.**

- c. The text designated above as “**here**” in subsections IV.A.1.a and IV.A.1.b shall link to the Missouri voter registration webpage, currently available at:  
<https://www.sos.mo.gov/elections/goVoteMissouri/register>.

2. Updates to the DOR’s Online Change-of-Address System

Within sixty (60) days of the Effective Date of this Agreement, Defendants will update DOR’s Online Change-of-Address system and SOS’s Online Voter Registration Application System substantially as described here:

- a. DOR will transmit and post the Duplicate Information and/or fields entered by the Customer on the DOR Online Change-of-Address System to the SOS Online Voter Registration Application System.
- b. DOR will remove the text on the DOR Online Change-of-Address System stating: “For Voter Registration address changes, **visit the Elections & Voting page,**” and replace it with the following: “**At the end of this transaction, eligible Missouri voters will be able to have their voter registration updated through two simple steps on the Missouri online voter registration application system.**”
- c. DOR shall add the following text to its Online Change-of-Address System: “This page designed to work in Google Chrome, Apple Safari, Mozilla Firefox, and Internet Explorer 11 and above. Please upgrade your browser if you are not using one of these browsers.”
- d. Upon submitting a Change-of-Address for their License Record using the DOR Online Change-of-Address System, DOR Customers will be directed to a confirmation dialog displaying substantially the following:

Your address update has been submitted to the Department of Revenue; **you will be directed to the Secretary of State online voter registration application to register to vote or update your voter registration** in 10 seconds unless

you decline. To proceed to update your voter registration now, click CONTINUE.

Your decision of whether or not to register or update your voter registration will remain confidential and will only be used for voter registration purposes.

If you decline the option to update your address in your Missouri voter registration record, select DECLINE below. This decision will not affect your MO Driver Record address update.

DECLINE

- e. If the Customer selects the DECLINE option to opt out of a voter registration update, their Change-of-Address transaction will be completed and there will be no transmission or posting of information from DOR to SOS as described in subsection IV.A.2.a.

If the Customer selects the CONTINUE option, or fails to take action within 10 seconds and is automatically redirected, their Duplicate Information will be posted by DOR to SOS's Online Voter Registration Application System. Defendants shall endeavor to ensure that this transfer of the customer to the voter registration screen is not hindered by pop-up blockers. Before the system updates described in subsection IV.A.2 are implemented, Defendants shall test the functionality of the transfer described above on the following internet browsers: Google Chrome, Internet Explorer, Mozilla Firefox, and Apple Safari.

- f. Duplicate Information a Customer submits during the license record transactions described in subsection IV.A.2 will be prepopulated into the corresponding fields on SOS's Online Voter Registration Application System. Upon posting of the Duplicate Information, the Customer will need to take a few simple steps, including choosing between "New Registration" and "Address Change," and confirming that the address provided to DOR is also the Customer's residential address. The Customer will have an opportunity to review all information provided, and will then be asked to provide a signature.
- g. For Customers whose Duplicate Information is posted by DOR, SOS's Online Voter Registration Application System will allow Customers to provide a signature, regardless of whether they are using a touchscreen or non-touchscreen device. Non-touchscreen-

device users will have the ability to sign using non-touchscreen methods including a mouse or touch pad.

- h. If a Customer fails to provide a signature, the Customer will be prompted to provide a signature one more time. If a signature is still not provided (on the second request), the application will be submitted to the LEA without a signature. The SOS shall notify LEAs of this change and its intent that such applications be treated the same as they would a paper application received without a signature or with an insufficient signature, and will provide Plaintiffs' counsel a copy of this notice within 15 days of transmittal to LEAs. The SOS has no duty under this Agreement to ensure that LEAs process the signed or unsigned applications submitted through SOS's Online Voter Registration Application System.
- i. At least twenty (20) days before the changes described in subsection IV.A.2 become live, Defendants shall provide Plaintiffs' counsel with all screenshots of the updated system (from both DOR and SOS). Plaintiffs' counsel shall be provided fifteen (15) days upon receiving the screenshots to provide Defendants with comments, suggestions, or proposed changes to the updated system.

3. Future Changes to Online License Transactions

- a. If DOR extends the services offered to Customers online to include License application, renewal, duplicate, or residential change of address transactions, DOR will work with SOS to ensure that such online license applications, renewals, duplicates, or residential change of address transactions provide the voter registration opportunities required by the NVRA.

**B. Mail Change-of-Address Transactions**

- 1. The Parties understand that DOR intends to discontinue use of Form 4160 in its current state or any mail change-of-address form relating to driver licenses. To the extent DOR continues using such form past the Effective Date, or decides to reinstate such form after the Effective Date but before the expiration of this Agreement, such form (or a copy thereof) shall, after being received by DOR, be transmitted by DOR to the appropriate LEA for purposes of updating the voter registration address of the Customer whose name is on the form unless the Customer opts out of having their voter registration information changed.
- 2. In the event that DOR continues using Form 4160 in its current state or any mail change-of-address form relating to driver licenses past the

Effective Date, or decides to reinstate such form or a substantially similar form that includes a change of driver license address after the Effective Date but before the expiration of this Agreement, such forms will include text substantially similar to:

**VOTER REGISTRATION**

*The office where the registration application was submitted and your decision of whether or not to register will remain confidential and will be used for voter registration purposes only.*

**The address change you submitted will be used to update your voter registration information unless you opt-out by checking this box.**

**Opt-out**

3. In the event DOR continues using Form 4160 in its current state or any mail change-of-address form relating to driver licenses past the Effective Date, or decides to reinstate such form or a substantially similar form after the Effective Date but before the expiration of this Agreement, within the timeframe required by Missouri law and Section 5 of the NVRA, DOR shall transmit any voter registration applications or updates received through use of Form 4160 or other mail change-of-address forms to the appropriate LEA for purpose of updating the voter registration address of the Customer whose name is on the form unless the Customer opts out of having their voter registration information changed.

**C. Change-of-Address In-Person Transactions**

1. DOR shall change the ULIM script used when DOR Customers engage in Change-of-Address In-Person Transactions so that License Office Examiners ask:  

“Are you registered to vote?”
2. If the applicant responds that they *are* registered to vote, the License Office Examiner shall state: “The address information you provide today will also update your voter registration address, unless you decline by letting us know now.”
3. If the applicant responds that they *are not* registered to vote, the License Office Examiner shall ask: “Do you wish to register to vote?”

**D. All In-Person License Transactions**

1. In the course of In-Person Transactions, License Office Examiners shall notify DOR Customers at the time when voter registration or a voter registration update is verbally offered that:

“Your decision to register to vote, update your voter registration information, or decline to register will remain confidential and will be used only for voter registration purposes.”

These changes will be reflected in the ULIM within the time frame specified in Section IV.A.1 of this Agreement.

**E. Military Form(s) (Currently Forms 4317 and 4318)**

1. Within 60 days of the Effective Date, Form 4317 and Form 4318 will be updated to provide Customers with the opportunity to simultaneously register to vote. Such forms shall include language matching or substantially similar to the following:

- a. **VOTER REGISTRATION**

*The office where the registration application was submitted and your decision of whether or not to register will remain confidential and will be used for voter registration purposes only.*

**The address change you submitted will be used to update your voter registration information unless you opt out by checking this box.  Opt-out**

- 
2. Form 4317 and Form 4318 shall include an attestation of voter eligibility.
3. Form 4317 and 4318 shall not require the Customer to provide any information in the voter registration portion of the form, other than a signature, which duplicates information provided elsewhere on the form.
4. Within the timeframe required by Missouri law and Section 5 of the NVRA, DOR shall transmit any voter registration applications or updates received through use of the forms covered in this subsection to the appropriate LEA for purpose of updating the voter registration address of the Customer whose name is on the form unless the Customer opts out of having their voter registration information changed.

**F. Email Change-of-Address Transactions**

1. Within 45 days of the Effective Date, when DOR receives an email from a DOR Customer that results in a change to the address associated with the Customer's License Record, DOR shall send the customer a response email that includes the following statement:

**VOTER REGISTRATION**

If you have moved within your county or the State of Missouri, you need to update your voter registration information in order to

cast a ballot. **Please click here to update your voter registration or register to vote online or to obtain a mail-in voter registration application.**

The text designated above as “**here**” shall link to the SOS Online Voter Registration Application System webpage, currently available at: <https://www.sos.mo.gov/elections/goVoteMissouri/register>.

**G. Modifications to the Covered Transactions Discussed in Subsections IV.A-F**

1. If, during the term of this Agreement and after the implementation of the initial changes required by Sections IV.A–F of the Agreement, Defendants choose to make additional or further changes to the Covered Transactions *related to voter registration*, Defendants will provide Plaintiffs with notice by sending Plaintiffs’ counsel any proposed changes not later than fifteen (15) days before implementation and give Plaintiffs’ counsel ten (10) days from receipt of the notice to review and raise concerns and objections.
2. The Plaintiffs and Defendants understand that the United States Congress, the Missouri General Assembly, and/or voters may enact legislation dealing with one or more of the issues addressed in this Agreement. Defendants and their assigns, affiliates, agents, and successors hereby reserve the right to change or modify implementation of the Agreement on the grounds that any term in this Agreement is preempted by or in conflict with any future federal or state legislation, regulation, rule, policy, or restriction. Such change or modification, however, must be limited solely to the terms affected by the change in law, regulation, rule, policy, or restriction. This provision does not limit Plaintiffs’ ability to seek other remedies at law or the ability to argue that changes in state law conflict with or are preempted by the NVRA.

In the event of changes in law or regulations impacting the terms of this Agreement, not later than 1) forty-five (45) days before implementation, or 2) within five (5) business days of learning of such changes in law or regulations, *whichever is later*, Defendants shall provide Plaintiffs with written notification and provide Plaintiffs with a description of any necessary alteration(s) to this Agreement. All Parties agree that they will confer in this circumstance and work cooperatively to resolve any issues and make any modifications to the Agreement that might be necessary. The Parties agree that changes made as a result of any such circumstance would not be a *per se* breach of the Agreement. If the Parties cannot agree on the changes to the terms of the Agreement sought because of such a change in circumstances, the Parties agree to initiate the Dispute Resolution Procedure laid out in Section XIII herein before raising any issues with the Court.

## **V. UPDATES ON PROGRESS**

- A. Defendants shall provide Plaintiffs' counsel with updates about the progress of the implementation of the terms of this Agreement every month from the Effective Date until the changes in procedure outlined in subsections IV.A-F are implemented or until Plaintiffs agree that such updates are no longer needed, whichever is sooner.
1. These updates may be provided through telephone conferences scheduled at a time mutually agreeable to all Parties or through written progress reports provided to Plaintiffs' counsel.
  2. These updates shall include a timeline of when the process shall be completed and implemented, and the basis for any delays in completion.

## **VI. TRAINING**

- A. Revisions to the ULIM
1. Changes to the In-Person Transactions addressed in this Agreement will be memorialized in the ULIM. The revised ULIM sections must be provided to Plaintiffs' counsel within sixty (60) days of the Effective Date. Plaintiffs' counsel shall have ten (10) days to review, raise objections, and suggest edits before such revised ULIM sections are disseminated. The revised ULIM sections must be disseminated within fourteen (14) days from the earlier of either the receipt of written acceptance of the changes from Plaintiffs' counsel to disseminate the revised ULIM sections as drafted or the expiration of the ten (10) day window for review if Plaintiffs raise no objections or suggestions for edits within the ten (10) day window.
- B. DOR Training
1. Within thirty (30) days after implementation of the new Online Change of Address System, DOR will conduct trainings necessary to educate affected individuals working on behalf of DOR, including DOR employees and third-party contractors, about the new processes and about their role in providing voter registration opportunities in accordance with this Agreement.
  2. Within thirty (30) days after implementation of the revised Forms 4317 and 4318, DOR will conduct trainings necessary to educate affected individuals working on behalf of DOR, including DOR employees and third-party contractors, about the new processes and about their role and the role of DMV Offices in offering, accepting, and transmitting voter registrations in accordance with this Agreement.

3. DOR must inform Plaintiffs' counsel when the DOR employee trainings described in Sections VI.B.1-2 are completed. This confirmation can be provided by email.
4. Upon request from Plaintiffs' counsel, a copy of the training materials related to the requirements of this Agreement must be provided once they are completed.
5. The training described in Sections VI.B.1- 2 will also be provided to new DOR employees whose job responsibilities are affected by the terms of this Agreement within thirty (30) days of the onset of their employment.

C. DOR Training of DMV Offices

1. Within sixty (60) days after the date when the revisions to the ULIM are disseminated, as provided in Section VI.A.1 above, DOR will produce and disseminate to DMV Offices a training regarding the pertinent requirements of this Agreement, including the procedure(s) License Office Examiners must use when offering voter registration services and submitting Voter Registration Forms to the appropriate LEA. This training will be provided to all existing License Office Examiners within thirty (30) days of dissemination and to all new License Office Examiners within thirty (30) days after the onset of their employment. DOR must inform Plaintiffs when the training of existing License Examiners described in this subsection is completed. This confirmation can be provided by email.
2. Upon request from Plaintiffs' counsel, a copy of the training materials related to the requirements of this Agreement must be provided once they are completed.
3. DOR will also instruct DMV Offices to provide the training described in subsection VI.C.1 to all new employees of DMV Offices whose job responsibilities are affected by the terms of this Agreement within thirty (30) days of the onset of their employment.

**VII. DOR NVRA COORDINATOR & DUTIES**

- A. Within 30 days of the Effective Date, DOR shall designate a DOR NVRA Coordinator who is responsible for ensuring that DMV Offices and DOR employees carry out their NVRA responsibilities and the responsibilities set forth in this Agreement.
- B. The DOR NVRA Coordinator will have the duty to coordinate and oversee implementation of the requirements of Section 5 of the NVRA and the provisions of this Agreement. The DOR NVRA Coordinator shall have the following additional duties:

1. Ensuring that DMV Offices are meeting their NVRA obligations and the obligations of this Agreement;
  2. Prompt reporting of suspected or known problems of compliance with the requirements of Section 5 of the NVRA or this Agreement at particular DMV Offices to the affected offices;
  3. Establishing corrective action plans in order to ensure that DMV Offices are meeting the obligations established by the NVRA and this Agreement, and ensuring that such corrective actions plans are complied with;
  4. Consulting on the revisions to the ULIM and development of the training materials described in Sections IV.C-D and VI above; and
  5. Data collection, reporting, and oversight as described in Section VIII.
- C. For six months from the Effective Date of this Agreement, the DOR NVRA Coordinator will ensure that DOR employees who oversee specific regions of DMV Offices observe In-Person Transactions at DMV Offices and report to the DOR NVRA Coordinator whether the processes described in the ULIM relevant to this Agreement, specifically those in Sections IV.C-D of this Agreement, are being followed in order to enable the DOR NVRA Coordinator to monitor compliance. The DOR employees who oversee specific regions of DMV Offices shall report this information to the DOR NVRA Coordinator on a monthly basis during the period specified above.
- D. During the term of this Agreement, DOR shall include in the DOR Internal Audit Plan a plan for auditing of the processes described in the ULIM relevant to this Agreement, specifically those in Sections IV.C-D of this Agreement. Results of these audits shall be reported to the DOR NVRA Coordinator in accordance with the timeline provided in the DOR Internal Audit Plan. The DOR NVRA Coordinator shall review the audit results to monitor compliance.

## **VIII. DATA COLLECTION AND REPORTING:**

- A. DOR shall collect the following data on a monthly basis:
1. Online Change of Address
    - a. Number of change-of-mailing-address requests received via the DOR Online Change-of-Address System; and
    - b. Number of change-of-mailing-address requests received via the DOR Online Change-of-Address System in which the Customer opted out of voter registration services.
  2. In-Person Change of Address

- a. Number of Change-of-Address In-Person Transactions completed at a DMV Office (aggregate and broken down by DMV Office), broken down by how many Customers opted-out of voter registration and how many Customers did not opt-out of voter registration.
  3. Military Forms
    - a. Number of transactions processed by the Virtual License Office.
- B. SOS shall collect the following data on a monthly basis and transfer it to DOR for reporting purposes:
  1. Total number of voter registrations submitted through the SOS Online Voter Registration Application System, broken down by new registrations, address changes, and name changes (as selected by the applicant); and
  2. Number of voter registrations submitted through the SOS Online Voter Registration Application System that originated from DOR's Online Change-of-Address System, broken down by new registrations and address changes (as selected by the applicant).
- C. The data enumerated in Sections VIII.A-B above shall be made available online on DOR's website. The data should be posted in both pdf and either .csv or .xls formats. DOR shall report the data (i.e., upload to the website and make publically accessible) on a monthly basis, with the data for each month reported under the following timelines:
  1. No later than thirty (30) days after the month's end for online Change-of-Address data and data provided by SOS, except that such data for the first full month after the Effective Date shall be reported no later than sixty (60) days after the month's end;
  2. No later than sixty (60) days after the month's end for Change-of-Address data for In-Person Transactions; and
  3. No later than ninety (90) days after the month's end for data regarding Forms 4318 and 4317.
- D. The DOR NVRA Coordinator shall review and analyze on a monthly basis the data enumerated in Sections VIII.A-B above and endeavor to identify, based on that data, potential failures to comply with Section 5 of the NVRA or this Agreement. In the event any such potential compliance failures are identified, DOR shall notify Plaintiffs' counsel.
- E. Complaints received indicating that there are problems complying with Section 5 of the NVRA or this Agreement or information received during DOR's internal audit process related to Section 5 of the NVRA referred to in Section VII.B.2 of

this Agreement shall trigger the notification obligation under the following scenarios:

1. Three or more incidents of noncompliance with Section 5 of the NVRA or this Agreement observed at a single license office during DOR's internal audit process or five or more instances of the same type of noncompliance observed across multiple license offices in the same six-month period as part of DOR's internal audit process;
  2. Three or more Complaints about not getting registered to vote through an In-Person Transaction conducted at a particular DMV Office received within a calendar month;
  3. Three or more Complaints about Customers not getting registered to vote through DOR's Online Change-of-Address System received within a calendar month;
  4. Three or more Complaints about Customers not getting registered to vote after submitting Form 4317 or Form 4318 received within a calendar month; or
  5. Three or more Complaints received from SOS in a given month in any of the four categories listed below in Section VIII.F.
- F. If the SOS receives Complaints regarding compliance with Section 5 of the NVRA or this Agreement, the SOS shall forward such Complaints to the DOR NVRA Coordinator. The following is a list of what shall trigger the forwarding obligation referenced in the previous sentence:
1. Complaints indicating that Customers requested or declined to opt-out of voter registration services during In-Person Transactions, but that their voter registration information was not transmitted to or received by their LEA;
  2. Complaints indicating that Customers using the DOR Online Change-of-Address System who continued to, or declined to opt-out of being transferred to, the SOS Online Voter Registration Application System, did not get registered or have their voter registration updated despite completing the voter registration form, providing their signature, and submitting the application;
  3. Complaints indicating that Customers did not get registered after submitting Form 4317 or Form 4318; or
  4. In the event that DOR continues using Form 4160 or any mail change-of-address form past the Effective Date, or decides to reinstate such form or a substantially similar form after the Effective Date but before the expiration

of this Agreement, Complaints indicating that Customers did not get registered after submitting such Form.

- G. When the notification obligations outlined in Section VIII.E are triggered, the DOR NVRA Coordinator shall work to identify the cause of any problems and, if necessary, prepare a corrective action plan.

When the notification obligations outlined in Section VIII.E are triggered, DOR shall provide a report to Plaintiffs' counsel on a monthly basis until such time as any problems identified are resolved. Such a report will be provided by the 15th day of the following month (i.e., a report for January would be due February 15th). If the report deadline falls on a weekend or state holiday, the report shall be due the first business day following the weekend or holiday. The first report under this Agreement is due on the 15th of the month following the first full calendar month from the Effective Date.

#### **IX. EXTENSION OF DEADLINES**

- A. To the extent that Plaintiffs' counsel suggest edits or propose further changes to DOR's Online Change-of-Address System or ULIM revisions (as provided in Sections IV.A.2.i and VI.A.1 above), the deadlines for DOR to go live with the updated Online Change-of-Address System or to disseminate the revised ULIM sections shall be extended by thirty (30) days. If the Parties agree to the changes, but said changes are unable to be implemented within 30 days, DOR shall report back on progress every two weeks until the changes are implemented.

#### **X. NOTICE AND COMMUNICATIONS OTHER THAN DISPUTE RESOLUTION**

- A. Sections IV through IX of this Agreement require communication and/or notifications between Plaintiffs' counsel and Defendants' counsel or designees. For all such communications and notifications, as well as any other inquiries arising under this Agreement, the contacts shall be:

**For Plaintiffs and/or Plaintiffs' counsel:**

Anthony E. Rothert  
ACLU OF MISSOURI FOUNDATION  
906 Olive Street, Suite 1130  
St. Louis, MO 63101  
trothert@aclu-mo.org

Gillian R. Wilcox  
ACLU OF MISSOURI FOUNDATION  
406 W. 34th Street, Suite 420  
Kansas City, MO 64111  
gwilcox@aclu-mo.org

Denise D. Lieberman  
ADVANCEMENT PROJECT

1220 L Street NW, Suite 850  
Washington, DC 20005  
dlieberman@advancementproject.org

Naila S. Awan  
DĒMOS  
80 Broad Street, 4th Floor  
New York, NY 10004  
nawan@demos.org

Davin M. Rosborough  
AMERICAN CIVIL LIBERTIES UNION FOUNDATION  
125 Broad Street  
New York, NY 10004  
droborough@aclu.org

Joshua Picker  
COVINGTON & BURLING LLP  
620 Eighth Avenue  
New York, NY 10018  
jpicker@cov.com

**For Defendant DOR:**

Kenneth Zellers  
Director of Missouri Department of Revenue  
Ken.Zellers@dor.mo.gov

and

Spencer Bartlett  
General Counsel, Missouri Department of Revenue  
Spencer.Bartlett@dor.mo.gov

Missouri Department of Revenue  
PO Box 311  
Jefferson City, Missouri 65105-0475

Physical Address  
Harry S. Truman Building, Room 670  
301 West High Street  
Jefferson City, MO 65105-0475

**For Defendant SOS:**

Trish Vincent  
Deputy Secretary of State

trish.vincent@sos.mo.gov

and

Khristine Heisinger  
Deputy General Counsel  
khristine.heisinger@sos.mo.gov

Missouri Secretary of State's Office  
PO Box 1767  
Jefferson City, MO 65102

Physical address:  
600 West Main Street  
Jefferson City, MO 65101

Any Party hereto may change the name and address of the person designated to receive communications or notifications on behalf of such Party by informing the other points of contact listed above of the change.

The points of contact in this section shall not apply to Section XIII of this Agreement, Dispute Resolution Procedures.

## **XI. IMPLEMENTATION OF RELIEF AND DISMISSAL OF ACTION**

- A. The Parties shall file a Proposed Order of Dismissal and executed Agreement with the Court within a reasonable time, but no later than 7 days, after signing. The Parties understand that the Proposed Order of Dismissal will ask the Court to retain jurisdiction over the issue of Plaintiffs' costs and fees as contemplated in Section II.E, as well as for issues arising out of this Agreement, as expressed in Sections II.C and XIV.E. The Proposed Order of Dismissal shall substantially take the form of the document titled Appendix A. The Proposed Order includes a provision immediately lifting the injunction currently in effect so that the changes required by this Agreement can be implemented.
- B. In consideration for the agreements and representations herein, and with the exception of attorneys' fees and costs as provided herein, Plaintiffs fully, finally and forever release, relinquish, discharge and waive any and all claims, demands, actions, and damages against each Defendant (including each Defendant's officials, employees, agents, representatives, successors and assigns) that are asserted or could have been asserted based upon the factual allegations contained in the pleadings in this Action.

## **XII. DURATION**

- A. The term of the Agreement shall be two (2) years from the Effective Date. Defendants' obligations under this Agreement shall not become effective until the Effective Date.

### **XIII. DISPUTE RESOLUTION PROCEDURES**

- A. The Parties agree that it is in their mutual interests to resolve disputes informally.
- B. In the event that any Party contends that another Party has failed to perform an obligation in this Agreement, the former Party shall provide written Notice of said failure to all Parties and shall identify which Parties are alleged to be in breach. Notices shall be provided to:

For Plaintiffs:

Anthony E. Rothert  
ACLU OF MISSOURI FOUNDATION  
906 Olive Street, Suite 1130  
St. Louis, MO 63101  
trothert@aclu-mo.org

Gillian R. Wilcox  
ACLU OF MISSOURI FOUNDATION  
406 W. 34th Street, Suite 420  
Kansas City, MO 64111  
gwilcox@aclu-mo.org

Denise D. Lieberman  
ADVANCEMENT PROJECT  
1220 L Street NW, Suite 850  
Washington, DC 20005  
dliberman@advancementproject.org

Naila S. Awan  
DEMOS  
80 Broad Street, 4th Floor  
New York, NY 10004  
nawan@demos.org

Davin M. Rosborough  
AMERICAN CIVIL LIBERTIES UNION FOUNDATION  
125 Broad Street  
New York, NY 10004  
drosborough@aclu.org

Joshua Picker  
COVINGTON & BURLING LLP  
620 Eighth Avenue  
New York, NY 10018  
jpicker@cov.com

For Defendant DOR:

Kenneth Zellers  
Director of Missouri Department of Revenue  
Ken.Zellers@dor.mo.gov

and

Spencer Bartlett  
General Counsel, Missouri Department of Revenue  
Spencer.Bartlett@dor.mo.gov

Missouri Department of Revenue  
PO Box 311  
Jefferson City, Missouri 65105-0475

Physical Address

Harry S. Truman Building, Room 670  
301 West High Street  
Jefferson City, MO 65105-0475

For Defendant SOS: Trish Vincent, Deputy Secretary of State  
trish.vincent@sos.mo.gov

and

Khristine Heisinger, Deputy General Counsel  
khristine.heisinger@sos.mo.gov

Missouri Secretary of State's Office  
PO Box 1767  
Jefferson City, MO 65102

Physical address:  
600 West Main Street  
Jefferson City, MO 65101

Any Party hereto may change the name and address of the person designated to receive Notice on behalf of such Party by informing the other points of contact listed above of the change.

- C. Written Notice shall be provided to each of the contacts for the relevant Party listed, or substituted, in Section XIII.B via email. In addition, a representative from each Party shall be provided the Notice via First Class Mail. The representatives who are designated to receive the Notice via First Class Mail are:

For Plaintiffs:

Anthony E. Rothert  
ACLU OF MISSOURI FOUNDATION  
906 Olive Street, Suite 1130  
St. Louis, MO 63101  
trothert@aclu-mo.org

For Defendant DOR: Kenneth Zellers, Director of Revenue  
Missouri Department of Revenue  
PO Box 311  
Jefferson City, Missouri 65105  
Ken.Zellers@dor.mo.gov

For Defendant SOS: Trish Vincent, Deputy Secretary of State  
Missouri Secretary of State's Office  
PO Box 1767  
Jefferson City, MO 65102  
trish.vincent@sos.mo.gov

- D. Any such written Notice shall state the nature of the default and, if applicable and known, the date(s), location(s) and person(s) with knowledge of the failure. The Notice may propose a plan to cure any default. The Notice shall request a meeting or telephone conference for the purpose of resolving the default. The Parties shall use their best efforts to meet (or confer by telephone) on the issues identified in the Notice within ten (10) calendar days of receipt of said Notice.
- E. The Party identified in the Notice shall have twenty (20) calendar days from the date the written Notice is received to respond in writing. The response shall state the time required for cure, any mitigating factors causing or tending to cause the delay or breach, and such other information as the Party may deem necessary or proper to provide ("Response").
- F. The Party to whom the Response is addressed shall reply in writing within ten (10) calendar days of receiving the Response. The Parties shall negotiate in good faith and use all reasonable efforts to resolve disputed issues.
- G. If the Parties are unable to resolve the disputed issue(s) within sixty (60) calendar days of receipt of the Notice, then any Party may elect to exercise any other remedies available under the Agreement, or at law, including filing a motion with the Court seeking a judicial determination that the Party or Parties in question are not substantially complying with this Agreement.
- H. If the Court finds that any Party has breached this Agreement, it may enter an order consistent with equitable principles that is designed to achieve compliance.
- I. This Agreement may be enforced only by the Parties to this Agreement. Nothing in this Agreement is intended to confer any rights or remedies on any person other than the Parties to this Agreement.

#### **XIV. ADDITIONAL PROVISIONS**

- A. *Modification:* The Agreement may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the Parties.

- B. *Construction:* Should any paragraph, clause, or provision of this Agreement be construed to be against public policy or determined by a court of competent jurisdiction to be void, invalid, or unenforceable, such construction and decision shall affect only those paragraphs, clauses, or provisions so construed or interpreted, and shall in no way affect the remaining paragraphs, clauses, or provisions of this Agreement, which shall remain in force.
- C. *Execution:* This Agreement may be executed in counterparts, each of which shall constitute an original instrument and all of which together shall constitute one and the same Agreement. Facsimile or photocopied signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Agreement.
- D. *Non-Admissibility:* The settlement negotiations resulting in this Agreement have been undertaken by the Parties hereto in good faith and for settlement purposes only, and neither this Agreement nor any evidence of negotiations hereunder shall be offered or received in evidence in this action, or any other action or proceeding, for any purpose other than in an action or proceeding arising under this Agreement.
- E. *Jurisdiction:* Without affecting the finality of the [Proposed] Order of Dismissal, the Parties acknowledge and agree that the United States District Court for the Western District of Missouri shall have the exclusive jurisdiction over the interpretation, enforcement, and any other matter relating to this Agreement and that any claims arising out of or related in any manner to this Agreement shall be properly brought only before that Court.
- F. *Headings:* The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

AGREED TO BY:

**PLAINTIFFS**

**League of Women Voters of Missouri**

Print Name: Evelyn Maddy

Signature: Evelyn Maddy

Date: 11/18/2019

**A. Philip Randolph Institute - Greater  
Kansas City Chapter**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**A. Philip Randolph Institute – St. Louis  
Chapter**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**DEFENDANTS**

**John R. Ashcroft, in his official capacity as  
Missouri Secretary of State**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Kenneth Zellers, in his official capacity as  
Director of the Missouri Department of  
Revenue**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

AGREED TO BY:

**PLAINTIFFS**

**League of Women Voters of Missouri**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**A. Philip Randolph Institute - Greater  
Kansas City Chapter**

Print Name: Patricia A. Jones

Signature: [Handwritten Signature]

Date: November 19, 2019

**A. Philip Randolph Institute – St. Louis  
Chapter**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**DEFENDANTS**

**John R. Ashcroft, in his official capacity as  
Missouri Secretary of State**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Kenneth Zellers, in his official capacity as  
Director of the Missouri Department of  
Revenue**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

AGREED TO BY:

**PLAINTIFFS**

**League of Women Voters of Missouri**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**A. Philip Randolph Institute - Greater  
Kansas City Chapter**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**A. Philip Randolph Institute – St. Louis  
Chapter**

Print Name: KEITH ROBINSON

Signature: Keith Robinson

Date: 11/18/19

**DEFENDANTS**

**John R. Ashcroft, in his official capacity as  
Missouri Secretary of State**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Kenneth Zellers, in his official capacity as  
Director of the Missouri Department of  
Revenue**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

AGREED TO BY:

**PLAINTIFFS**

**League of Women Voters of Missouri**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**A. Philip Randolph Institute - Greater  
Kansas City Chapter**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**A. Philip Randolph Institute – St. Louis  
Chapter**

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**DEFENDANTS**

**John R. Ashcroft, in his official capacity as  
Missouri Secretary of State**

Print Name: John R. Ashcroft

Signature: John R. Ashcroft

Date: 11/18/2019

**Kenneth Zellers, in his official capacity as  
Director of the Missouri Department of  
Revenue**

Print Name: Ken Zellers

Signature: Ken Zellers

Date: 11/18/19

**APPENDIX A**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MISSOURI  
CENTRAL DIVISION**

LEAGUE OF WOMEN VOTERS OF  
MISSOURI, et al.,

Plaintiffs,

v.

JOHN R. ASHCROFT,  
in his official capacity as the Missouri  
Secretary of State, et al.,

Defendants.

Civil Action No. 2:18-cv-04073-BCW

Judge Brian C. Wimes

**STIPULATION AND [PROPOSED] ORDER OF DISMISSAL  
IN LIGHT OF SETTLEMENT AGREEMENT**

Plaintiffs League of Women Voters of Missouri, St. Louis A. Philip Randolph Institute, and Greater Kansas City A. Philip Randolph Institute and Defendants John R. Ashcroft, in his official capacity as Missouri Secretary of State, and Kenneth Zellers, in his official capacity as Director of the Missouri Department of Revenue (collectively, “Parties”), hereby stipulate and agree as follows:

WHEREAS, on November 18, 2019, the Parties entered into a Settlement Agreement fully and finally resolving this action except with respect to Plaintiffs’ application for fees, expenses, and costs, which the Settlement Agreement explicitly reserved for resolution by this Court; and

WHEREAS, the Settlement Agreement, attached hereto as Exhibit A, requires the Parties to jointly request that the Court retain jurisdiction to enforce the terms of the Settlement Agreement and decide Plaintiffs’ application for fees and costs, but otherwise dismiss the action with prejudice.

THEREFORE, in consideration of the foregoing, the Parties further stipulate and agree that:

(1) In accordance with Section XI of the Parties' Settlement Agreement, the Court shall dismiss this action with prejudice, including all claims asserted by Plaintiffs against Defendants in this matter. The Court shall also vacate any pending deadlines and hearing dates in this matter and lift its Preliminary Injunction Order so that Defendants can implement the changes required by the Settlement Agreement.

(2) Without affecting the finality of this order of dismissal, the Court had and shall retain jurisdiction over this matter to:

(a) Enforce the Settlement Agreement in accordance with its terms for the duration of the Settlement Agreement as set forth in Sections XI and XII; and

(b) Decide Plaintiffs' application for fees and costs pursuant to 52 U.S.C. § 20510(c), which shall be filed on or before January 6, 2020, in accordance with the schedule set by the Court.

IT IS SO ORDERED.

DATED: \_\_\_\_\_

/s/ \_\_\_\_\_  
JUDGE BRIAN C. WIMES  
UNITED STATES DISTRICT COURT

Respectfully submitted,

---

Melanie Pennycuff\*  
Assistant Attorney General  
815 Olive Street  
St Louis, MO 63101  
314-340-7861  
melanie.pennycuff@ago.mo.gov

*Attorney for Defendants*

---

Anthony E. Rothert, #44827  
Jessie Steffan, #64861  
ACLU OF MISSOURI FOUNDATION  
906 Olive Street, Suite 1130  
St. Louis, MO 63101  
Telephone: (314) 652-3114  
Fax: (314) 652-3112  
trothert@aclu-mo.org  
jsteffan@aclu-mo.org

Gillian R. Wilcox, #61278  
ACLU OF MISSOURI FOUNDATION  
406 W. 34th Street, Suite 420  
Kansas City, MO 64111  
Telephone: (816) 470-9938  
gwilcox@aclu-mo.org

Naila S. Awan\*  
Miranda Galindo\*  
DĒMOS  
80 Broad Street, 4th Floor  
New York, NY 10004  
Telephone: (212) 485-6065  
nawan@demos.org  
mgalindo@demos.org

Chiraag Bains\*  
DĒMOS  
740 6th Street NW, 2nd Floor  
Washington, DC 20001  
202-864-2746  
cbains@demos.org

Sarah Brannon\* \*\*  
Davin M. Rosborough\*  
AMERICAN CIVIL LIBERTIES UNION  
FOUNDATION  
915 15th Street, NW  
Washington, DC 20005  
Telephone: (202) 675-2337  
sbrannon@aclu.org  
drosborough@aclu.org

Denise D. Lieberman, #47013  
Sabrina Khan\*  
ADVANCEMENT PROJECT  
1220 L Street NW, Suite 850  
Washington, DC 20005  
Telephone: (314) 780-1833  
Fax: (202) 728-9557  
dlieberman@advancementproject.org  
skhan@advancementproject.org

Joshua B. Picker\*  
COVINGTON & BURLING LLP  
620 Eighth Avenue  
New York, NY 10018  
Telephone: (212) 841-1000  
Fax: (212) 841-1010  
jpicker@cov.com

*Attorneys for Plaintiffs*

\* Admitted *pro hac vice*  
\*\* Not admitted in the District of  
Columbia; practice limited pursuant to D.C.  
App. R. 49(c)(3).