

**UNITED STATES DISTRICT COURT FOR THE  
MIDDLE DISTRICT OF PENNSYLVANIA**

PUBLIC INTEREST LEGAL FOUNDATION,	)	
	)	
<i>Plaintiff,</i>	)	
	)	
vs.	)	Civil Action No. 1:20-cv-01905
	)	
VERONICA DEGRAFFENREID, in her official capacity as the Acting Secretary of the Commonwealth of Pennsylvania,	)	
	)	
<i>Defendant.</i>	)	
	)	
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**SETTLEMENT AGREEMENT AND RELEASE**

This Settlement Agreement and Release (the “**Agreement**”) is made by and between **PUBLIC INTEREST LEGAL FOUNDATION** (the “**Foundation**”) and **VERONICA DEGRAFFENREID**, in her official capacity as the Acting Secretary of the Commonwealth of Pennsylvania (the “**Acting Secretary**”). In the remainder of this Agreement, the Foundation and the Acting Secretary are collectively referred to as the “Parties.”

**RECITALS**

1. On October 15, 2020, the Foundation filed this civil action against Kathy Boockvar, in her official capacity as Secretary of the Commonwealth of Pennsylvania, in the United States District Court for the Middle District of Pennsylvania alleging that she had failed to make reasonable efforts to maintain the Commonwealth’s list of registered

voters as required by Section 8 of the National Voter Registration Act of 1993 (“NVRA”), 52 U.S.C. § 20507 (the “Litigation”).

2. On February 8, 2021, Secretary Boockvar resigned and Veronica Degraffenreid was appointed Acting Secretary of the Commonwealth.

3. Prior to the filing of the Litigation, the Foundation provided then-Secretary Boockvar with data which it claims to have gathered in connection with a data analytics firm with alleged access to the Social Security Death Index (“SSDI”) and commercial databases.

4. The Parties, through their respective counsel, have participated in a mediation session with the Honorable Karoline Mehalchick and agree that this Litigation should be settled without further delay and expense. The Parties have negotiated in good faith, and hereby agree that this Agreement is an appropriate resolution of the claims alleged in the Foundation’s Complaint filed in this Litigation.

5. Nothing in this Agreement, or any action taken under this Agreement, is an admission of liability – nor should it be interpreted as an admission of liability – by the Acting Secretary, the Department of State, the Commonwealth of Pennsylvania, or by any current or former department, agency, official, employee, agent, attorney or representative of the Commonwealth.

## **TERMS AND CONDITIONS**

6. In consideration of the recitals set forth above, the mutual promises, agreements, covenants, and provisions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties

agree that the Litigation shall be settled and compromised in full upon the following terms and conditions:

### **Actions**

7. Following the May 2021 primary election and prior to the November 2021 statewide general election, the death data set received from the Electronic Registration Information Center (“ERIC”) will be compared to the full voter registration database (i.e., the Statewide Uniform Registry of Electors) for the purpose of identifying persons who are ineligible to vote by reason of the registrant’s death.

8. The data set received from ERIC shall be the next normal run of death data published by ERIC and shall incorporate the Social Security Death Index (“SSDI”). The Department of State shall transmit to each county commission the names of the individuals registered in each respective county identified as deceased as a result of the comparison undertaken pursuant to Paragraph 7 of this Agreement. The Department of State shall inform the county commissions that they should promptly cancel the registrations of those registrants identified as deceased.

9. The one-time identification of deceased registrants using the process set forth in this Agreement shall be in addition to, and not a substitute for, list maintenance activity that it is required to undertake pursuant to the mandates of both the NVRA and Pennsylvania law.

10. It is understood and agreed that information supplied by ERIC is subject to one or more confidentiality protections and therefore PILF shall not be entitled to receive and shall not receive information received from ERIC, communications with the counties

or any list or lists derived from the comparison referenced herein. However, in accordance with 25 Pa. C.S.A. § 1404, the Department of State will provide PILF with copies of the full voter export at three-month intervals on three separate occasions---May 30, 2021, August 31, 2021 and November 30, 2021 – after this Agreement is executed.

11. County commissions are not parties to this Agreement and have no obligation under this Agreement. PILF is not entitled to any relief or remedy from any county commission under this Agreement.

#### **No Admission of Liability**

12. The Acting Secretary makes no admission of liability by agreeing to enter into this Agreement.

#### **Effective Date**

13. This Agreement shall become effective as of the date that it is signed by all Parties. The action in the United States District Court for the Middle District of Pennsylvania shall thereupon be dismissed in its entirety with prejudice.

#### **Consent to Enter into this Agreement**

14. The undersigned individuals certify that they are fully authorized to enter into the terms and conditions of this Agreement. The individuals whose signatures are affixed to this Agreement in a representative capacity represent and warrant that they are authorized to execute the Agreement on behalf of, and to bind, the entity on whose behalf the signature is affixed. This Agreement can be signed in counterparts.

### **Attorney's Fees, Costs, and Expenses**

15. The Department of State shall pay \$7,500.00 to the Foundation to partially cover the Foundation's attorney's fees, costs, and expenses with regard to the Litigation. In all other respects, each Party shall bear its own attorney's fees, costs, and expenses with regard to the Litigation and this Agreement.

### **Releases**

16. By executing this Agreement, the Foundation fully, finally, and forever unconditionally releases, acquits, and discharges the Acting Secretary, the Department of State, the Commonwealth of Pennsylvania and its departments, agencies, current and former officials, agents, employees and attorneys (the "Releasees"), from any and all debts, demands, actions, causes of action, suits, accounts, covenants, contracts, agreements, damages, losses, debts, expenses (including attorneys' fees and costs incurred), claims or rights under any and all federal and state laws, and any and all claims, demands and liabilities whatsoever of every name and nature, both in law and in equity, whether known or not, which the Foundation now has or ever has had against the Releasees related to the claims asserted in this Litigation, up to and including the date the Parties sign the Agreement. Notwithstanding the foregoing, the Foundation may bring an action to enforce the provisions of this Agreement.

### **Dismissal of Claims in the Litigation**

17. The Parties understand and agree that this Agreement between the Parties must be considered a private settlement agreement, does not require court approval, and that the Parties are not seeking court approval.

18. The Parties agree that this Agreement may not be construed by either Party as a consent decree or court order, nor shall any Party argue before any court that this is a consent decree or court order.

19. Should any court determine that this Agreement is a consent decree, then the Agreement is void.

20. The enforceability and validity of this Agreement are expressly conditioned upon entry of an order by the United States District Court for the Middle District of Pennsylvania, dismissing the Foundation's claims made in the Litigation with prejudice.

#### **Governing Law**

21. The validity of this Agreement, its construction, interpretation, and enforcement, and the rights of the Parties hereto shall be determined under, governed by, and construed in accordance with the laws of the Commonwealth of Pennsylvania.

#### **Other Acknowledgements**

22. The Parties acknowledge they have had the right to consult with an attorney before signing this Agreement. The Parties represent and warrant that they have read this Agreement and reviewed it with their counsel, and further represent and warrant that they have executed this Agreement of their own free will and accord without further representation of any kind or character not expressly set forth herein. This Agreement shall be construed as if all Parties jointly prepared it, and any uncertainty or ambiguity in the Agreement shall not be interpreted against any one Party.

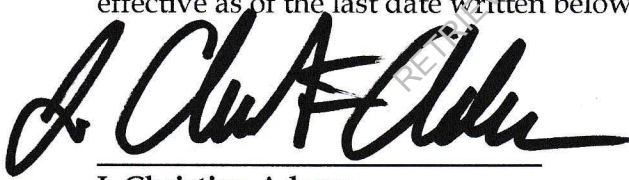
**Severability**

23. The provisions of this Agreement are severable. If any part of this Agreement is held to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected thereby and shall remain in effect and continue to be binding upon the Parties.

**Final Agreement**

24. This Agreement contains the entire understanding of the Parties hereto, supersedes any and all prior agreements or understandings, statements, promises, or inducements contrary to the terms of this Agreement, and shall not be amended except by written instrument expressly referring to this Agreement and signed by all of the Parties hereto.

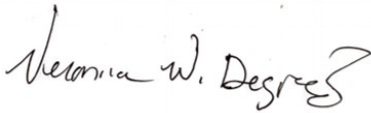
IN WITNESS THEREOF, the undersigned, having represented and warranted their authority to enter into and execute this Agreement, have executed this Agreement effective as of the last date written below.



**J. Christian Adams**  
President  
Public Interest Legal Foundation

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

3-29-21



**Veronica Degraffenreid**  
Acting Secretary of the Commonwealth  
Commonwealth of Pennsylvania

Date: 4/1/21