

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

ASIAN AMERICANS ADVANCING
JUSTICE-CHICAGO, CHANGE ILLINOIS,
CHICAGO VOTES EDUCATION FUND,
COMMON CAUSE ILLINOIS, ILLINOIS
COALITION FOR IMMIGRANT AND
REFUGEE RIGHTS, and ILLINOIS
PUBLIC INTEREST RESEARCH GROUP
EDUCATION FUND,

Plaintiffs,

v.

JESSE WHITE,
in his official capacity as the Illinois
Secretary of State, and ILLINOIS STATE
BOARD OF ELECTIONS,

Defendants.

Case No. 1:20-cv-01478

Judge Charles R. Norgle, Sr.

Magistrate Judge Jeffrey I. Cummings

SETTLEMENT AGREEMENT AND RELEASE

THIS SETTLEMENT AGREEMENT AND RELEASE (this “Agreement”) is made and entered into as of June 24, 2021 (the “Executive Date”) by and among Plaintiffs Asian Americans Advancing Justice-Chicago, CHANGE Illinois, Chicago Votes Education Fund, Common Cause Illinois, Illinois Coalition for Immigrant and Refugee Rights, and Illinois Public Interest Research Group Education Fund (“Plaintiffs”) and Defendant Jesse White, in his official capacity as the Illinois Secretary of State (“Defendant SOS”). Plaintiffs and Defendant shall be hereinafter referred to individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Plaintiffs filed an action against Defendant in the United States District Court for the Northern District of Illinois styled *Asian Americans Advancing Justice-Chicago, et*

al. v. Jesse White, et al., Case No. 1:20-cv-01478 (the “Action”), alleging violations of the National Voter Registration Act (“NVRA”), 52 U.S.C. § 20501 *et seq.*; Section 203 of the Voting Rights Act, 52 U.S.C. § 10503; and the Illinois Automatic Voter Registration Statute, 10 ILCS 5/1A-16.1;

WHEREAS, the Parties agree that to avoid costly and protracted litigation, the claims against Defendant should be resolved by this Settlement Agreement. By entering into this Settlement Agreement, or by taking any action in accordance with it, Defendant does not admit any of the allegations contained in Plaintiffs’ complaint, nor does Defendant admit liability for any purposes;

NOW, THEREFORE, for and in consideration of the covenants, representations, obligations, and releases set forth in this Agreement, the receipt and sufficiency of which are hereby acknowledged for the purposes of this settlement, the Parties, intending to be legally bound, agree as follows:

AGREEMENT

1. **Definitions.** Unless otherwise defined herein, terms which are defined in this Agreement and used herein are so used as so defined, and the following terms shall have the following meanings:
 - (a) **“Change of Address Transactions”** refers to applications through Illinois Driver Services (in the office, by mail, and online) to change the address appearing on one’s driver’s license or state issued ID.
 - (b) **“Covered Transactions”** refers collectively to applications for, renewals of, and changes of addresses related to Illinois driver’s licenses and state identification cards, whether REAL ID compliant or not, including transactions completed

remotely. Any processing which occurs at an image capture workstation (“ICW”) immediately upon arrival at an SOS facility and before an individual reaches a Driver Services workstation shall not be considered a covered transaction, or part of a covered transaction.

- (c) “In-language” means those languages for which there is coverage by Section 203 of the Voting Rights Act as identified by the United States Attorney General in the Federal Register. As of the execution of this Settlement Agreement, covered languages in Cook County include Hindi, Urdu, Chinese, and Spanish. Covered languages in Kane and Lake Counties include Spanish. No other counties in Illinois presently have a qualifying minority language in their jurisdiction. 81 Fed. Reg. 233 at 87535 (Dec. 5, 2016). If additional languages become covered by Section 203, those languages shall be incorporated into this Agreement.
- (d) “Non-REAL ID Transactions” refers to applications through Illinois Driver Services to obtain a new Non-REAL ID in the office or renewed Non-REAL ID in the office, by mail, or online, including a driver’s license or state issued ID.
- (e) “REAL ID Transactions” refers to applications through Illinois Driver Services to obtain a new REAL ID in the office or renewed REAL ID in the office, by mail, or online.

2. Obligations of Defendant SOS.

- (a) In-Language Voter Registration. Within ninety (90) days of execution of this Agreement, Defendant SOS shall formulate and implement a policy by which its employees at Driver Services facilities provide in-language voter registration

materials during covered transactions. In particular, that policy should include the following:

- (i) Every Drivers Services Facility in a political subdivision covered by Section 203 of the Voting Rights Act shall display plainly visible signage at each Driver's License/ID workstation informing individuals that voter registration services are available in languages covered by Section 203 of the Voting Rights Act upon request. The sign shall state in the applicable covered languages for the facility, "Voter Registration Information Available in [covered language]. If you need voter registration information in [covered language], please advise the clerk."
- (ii) For covered transactions that take place online, Defendant SOS shall ensure that voter registration information is provided in languages covered by Section 203 of the Voting Rights Act within nine (9) months of executing this Agreement.
- (iii) Prior to finalizing language translations from a specialized vendor for translations, including but not limited to translations required by subsections (g) and (i), Defendant SOS shall submit draft language to Plaintiffs' counsel to allow for community review. Plaintiffs' counsel shall submit any written comments to Defendant SOS within one week of receiving the draft language. If Plaintiffs' counsel suggests edits that Defendant SOS does not accept, then Defendant SOS shall provide a written explanation to Plaintiffs' counsel, within two weeks of its receipt of the suggested edits, explaining why the edits were not accepted.

Defendant SOS has no obligation to accept any edits suggested by Plaintiffs and/or their counsel.

- (b) Voter Registration Status. Defendant SOS shall, within thirty (30) days of executing this Agreement, inform individuals at the start of their in-person covered transactions about their voter registration status. This includes informing applicants as to whether they are registered to vote at their current address, at a different address, or not registered to vote. Defendant SOS will program online transactions to allow for this procedure within nine (9) months of executing this Agreement. Defendant SOS shall, within thirty (30) days of executing this Agreement, train Driver Services personnel to inform individuals during their in-person covered transactions whether they are registered to vote and at what address in Illinois. The parties recognize that, at present, this procedure will not apply to mail-in applications and renewals.
- (c) Data Transfers. Defendant SOS represents and warrants that it has formulated and implemented policies to ensure adequate data transfers to the Illinois State Board of Elections (“SBOE”). In particular, Defendant SOS has built an edit into their current system such that if an individual reports that they are not a United States citizen, then their information is not sent to SBOE. Similarly, SOS’s current system ensures that information about an applicant who reports that they are not of eligible voting age will not be sent to SBOE. Defendant SOS agrees to ensure that this current system, and any future systems, screen ineligible applicants following the execution of this Agreement.

- (d) Questions Regarding an Applicant's Age. Employees at Driver Services facilities shall ask applicants to verify or provide their age or birthdate only once (not including the NVRA disclosures referenced in 2(f) below), which will occur at the Driver's License/ID application station. Defendant SOS represents and warrants that the current system implemented at Driver Services facilities satisfies the obligations set forth herein. In particular, if SOS has already confirmed that an individual is at least 17 years of age, will be at least 17 by the next primary election, and will be 18 years of age by the next general election, Defendant SOS shall not ask individuals to confirm age on a pin pad. Defendant SOS agrees to eliminate the pin pad confirmation of age and ensure compliance with the terms set forth herein within nine (9) months following the execution of this Agreement.
- (e) Underage Registration Protection. Defendant SOS warrants that, for both Non-REAL ID and REAL ID transactions, underage applicants will not be offered voter registration. In particular, within nine (9) months of execution of this Agreement, applicants shall be offered voter registration only after SOS has confirmed that an individual is at least 17 years of age, will be at least 17 by the next municipal or statewide primary election, and will be 18 years of age by the next municipal or statewide general election.
- (f) NVRA Disclosures. Upon the execution of this Agreement, Defendant SOS shall formulate and implement, within ninety (90) days, a policy by which its employees at Driver Services facilities provide the NVRA-mandated disclosures stated in 52 U.S.C. § 20504(c)(2) in writing to non-REAL ID applicants. In particular, that policy should ensure that applicants who are registering to vote are

provided disclosures required by the NVRA, including the eligibility requirements to register to vote, an attestation that the applicant meets each requirement, and the signature of the applicant under penalty of perjury. In addition, for applicants who decline to register to vote, the application shall inform the applicant that if they decline to register to vote, the fact that the applicant had declined to register will remain confidential and will be used only for voter registration purposes. The required disclosures shall be included in the hard copy of the Driver's License/ID application that, under the current process, is provided to individuals at the end of their covered transaction to review and submit to the Driver Services employee. If Defendant SOS phases out hard copy applications, the disclosures shall be provided in electronic format.

- (g) *In-Language Attestation and Disclosure Statements.* Within thirty (30) days of the execution of this Agreement, Defendant SOS shall design a handout setting forth voter eligibility and attestation statements and disclosure statements required by Section 5 of the NVRA that meet the in-language requirements of Section 203 of the Voting Rights Act. Within ninety (90) days of the execution of the Agreement, Defendant SOS shall print and distribute the handouts to all Driver Services facilities covered by this Agreement.
- (h) *Change of Address Transactions.* Within nine (9) months of execution of this Agreement, Defendant SOS shall design and implement changes to the procedure for Change of Address transactions to ensure that applicants who are already registered to vote in Illinois and simply wish to submit a change of address need not go through the full voter registration process and can access voter registration

information in-language. In particular, after an applicant requests a change of address for their driver's license or State ID, the applicant shall be asked whether they also would like their voter registration address changed. If the applicant says "yes," SOS shall submit an updated voter registration file for that applicant to SBOE without any further steps required from the applicant. That is, the applicant shall not be asked any further questions about age, citizenship, or other voter eligibility requirements, and shall not be asked to sign any statement related to voter registration, except to the extent that they indicate to Defendant SOS that they would like SBOE to receive their updated address. If the applicant is not currently registered to vote in Illinois, the applicant shall be required to go through the full voter registration process.

- (i) *In-Language Signature Pad Questions.* Within nine (9) months of execution of this Agreement, for Non-REAL ID transactions Defendant SOS shall modify the software at Driver Services facilities to include in-language versions of the questions posed to applicants on the signature pad. To satisfy its obligation under this paragraph, Defendant SOS will hire a specialized vendor to translate the necessary voter registration questions to ensure that translations are coherent and fit for use.
- (j) *Avoiding Duplicative Signatures.* When considering and implementing upgrades or modifications to the processes for covered transactions, Defendant SOS shall consider the feasibility of decreasing duplicative signatures for voter registration in a manner that is compliant with the NVRA and the Illinois Automatic Voter Registration Statute. In other words, any upgrades or modifications shall consider

reducing the number of signatures to one total signature for applicants registering to vote while obtaining a REAL ID and to two total signatures for applicants registering to vote while obtaining a non-REAL ID.

- (k) Quarterly Updates to Plaintiff: Defendant SOS agrees to provide quarterly written updates to Plaintiffs' Counsel of Record to inform Plaintiffs as to the progress of the changes agreed to herein. These updates shall first be provided by August 1, 2021, and thereafter every three months. The written updates should include, but are not limited to, when and what work orders were put in for programming changes related to this agreement, anticipated roll-out of such programming changes, whether related existing programming work orders have encountered any issues impacting the scheduled roll-out, and any other relevant information pertaining to the terms of this Agreement. Plaintiffs' counsel shall be permitted to send follow-up questions to these updates. Defendant SOS agrees to respond to any questions submitted by Plaintiffs' counsel and consider input provided by Plaintiffs' counsel; however, Defendant SOS shall be under no obligation to accept any suggestions provided by Plaintiffs' counsel.
- (l) Good Faith Requests for Extension of Deadlines: Defendant SOS may request an extension of any deadline required herein either in or apart from any written quarterly update, provided the request is made in good faith and Defendant SOS provides Plaintiffs' Counsel of Record with the progress made thus far and the reason why an extension is necessary. Defendant SOS shall endeavor to make any request for an extension reasonably in advance of the applicable deadline. Plaintiffs are not obligated to agree to such requests.

3. Enforcement. If any Party believes that another Party is in breach of this Agreement, or any other dispute arises under this Agreement, either Party shall, within thirty (30) days of the Party becoming aware of any asserted breach or dispute, notify the other Party in writing of the asserted breach or dispute. The Parties will work cooperatively and make best efforts to promptly remedy the identified breach or dispute without judicial intervention. If reasonable good faith efforts to resolve the asserted breach or dispute fail, or a period of time exceeding sixty (60) days from the date of notice has passed without resolution, the Parties may pursue any and all legal remedies available. Nothing in this Agreement shall be construed as a waiver of Defendant SOS's Eleventh Amendment immunity.
4. Release by Plaintiffs of Defendant SOS. Subject to compliance with the covenants and conditions set forth herein, Plaintiffs and their heirs, successors and assigns hereby expressly and unconditionally release and discharge Defendant SOS, jointly and severally, and their predecessors, successors, assigns, legal representatives, members, managers, directors, officers, attorneys, partners, employees, representatives, affiliates, agents and subsidiaries from any and all actions, causes of action, claims, including any claims that were asserted or could have been asserted in the Action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law or equity, under the laws of the United States, the State of Illinois or any other jurisdiction, which the Plaintiffs ever had, or now have, from the beginning of time to the Execution Date of this Agreement, whether known or unknown, absolute, contingent, arising out of, or related in any way to

their claims in the Action; provided, however, that nothing contained in this Agreement shall be construed as a release or waiver by Plaintiffs of any obligation or agreement of Defendant SOS under this Agreement, or of any Claims arising out of, resulting from or relating to a breach of this Agreement.

5. Discontinuance of Claims. Within thirty (30) business days of the Execution Date of this Agreement, Plaintiffs shall dismiss with prejudice their claims against Defendants.
6. Termination. This Settlement Agreement shall terminate not later than ninety (90) days, and in accordance with Section 3 herein, from when Defendant SOS has notified Plaintiffs that it has instituted all changes required by this Agreement, or 24 months after the Execution Date of this Agreement, whichever is earlier. If the Agreement terminates prior to SOS instituting all changes required by this Agreement, Plaintiffs may pursue any and all legal remedies available.
7. Sufficiency of Consideration. The covenants, conditions, and terms set out in this Agreement constitute the sole consideration for this Agreement, the sufficiency of which is hereby acknowledged. In making this Agreement, the Parties represent and acknowledge that they have conducted such investigation or inquiry of the relevant facts and law that they, in their sole discretion, deem necessary. Each Party further agrees, acknowledges and expressly warrants that no information, statement, promise, representation, warranty, condition, inducement or agreement of any kind, whether oral written, made by or on behalf of any other Party shall be, or has been, relied upon by him or her unless specifically and expressly set forth herein. The Parties further acknowledge and agree that each and every one of the terms and conditions of this Agreement has been

fully explained to them by their respective attorneys and that they fully understand and agree to the terms and conditions contained herein.

8. Governing Law. This Agreement shall be construed exclusively in accordance with the laws of the State of Illinois without regard to its conflicts of law principles. The Parties agree not to challenge the choice of law terms of this paragraph, or otherwise attempt to argue that any of those obligations are unenforceable under the common law or statutory law of any state.
9. Authority to Execute. The Parties expressly represent and warrant that they are in good standing in their respective places of domicile; that the execution of this Agreement is fully authorized by each of them; that the person or persons executing this Agreement have the necessary and appropriate authority to do so; that there are no pending agreements, transactions, or negotiations to which any of them are a party that would render this Agreement or any part thereof void, voidable, or unenforceable; and that no claim or loss being paid, settled, or released hereunder has been previously assigned, sold, or transferred to any other person or entity.
10. Construction. The Parties acknowledge that each of them has carefully read this Agreement prior to signing it, understands and assents to all the terms herein and is voluntarily entering into this Agreement. The Parties represent that each of them has cooperated in the drafting and preparation of this Agreement, which has been negotiated, reviewed and accepted by counsel for each of the Parties. Thus, no potential ambiguity in this Agreement shall be construed against any Party, and no Party shall argue for such a result.

11. Notice. All notices and other communications required or permitted to be given to the Plaintiffs hereunder, or which are to be given with respect to this Agreement, shall be in writing and delivered to the attorneys for the Plaintiff, as follows: either personally delivered to the Plaintiff receiving such notice or sent by overnight courier service, or collectively through e-mail or telefax. All notices and other communications required or permitted to be given to the Defendant Secretary of State, or which are to be given with respect to this Agreement, shall be in writing and delivered to both the Secretary of State and the Illinois Attorney General's Office as follows: either personally delivered to the SOS and the Attorney General receiving such notice or sent by overnight courier service, or collectively through telefax. A party may change its address for receiving notice by giving notice of a new address in the manner provided herein.

(a) If to Plaintiffs:

Charles F. Smith
155 N. Wacker Drive
Chicago, IL 60606
Fax: 312-407-8523
charles.smith@probonolaw.com

Chicago Lawyers' Committee for Civil Rights
Attn: Ami Gandhi
100 N. LaSalle St., Suite 600
Chicago, IL 60602
agandhi@clccrul.org

Asian Americans Advancing Justice
Attn: Niyati Shah
1620 L St., NW # 1050
Washington, DC 20036
nshah@advancingjustice-aajc.org

(b) If to Illinois Attorney General/Defendant SOS:

Illinois Secretary of State
Attn: General Counsel

100 West Randolph Street, Room 5-400
Chicago, IL 60601
Fax: 312-814-5958
ilyons@ilsos.gov

Illinois Secretary of State
Attn: Brenda Glahn
298 Howlett Building
Springfield, IL 62756
Fax: 217-524-1689
bglahn@ilsos.gov

Illinois Attorney General Office
Attn: General Law Bureau Chief
100 West Randolph – 13th Floor
Chicago, Illinois 60601
Fax: 312-814-4400

12. Entire Agreement. This Agreement is intended by the Parties to be the final expression of their agreement, and constitutes the entire and exclusive understanding and agreement between the Parties regarding this subject matter. This Agreement supersedes any previous negotiations, offers, agreement or representations that may have been communicated or executed by the Parties. Any and all such previous offers and agreements are hereby terminated and canceled in their entirety.
13. Severability. If any provision of this Agreement is found to be invalid or unenforceable, then such provision shall be deemed to be deleted only to the extent that it is found to be invalid or unenforceable. Such an invalid or unenforceable provision shall not affect the validity of the remainder of this Agreement, and the remaining provisions shall continue in full force and effect.
14. Modification. No supplement, modification, or amendment with respect to this Settlement Agreement shall be binding unless executed in writing by the Party against whom enforcement of such supplement, modification, waiver or amendment is sought, and the Illinois Attorney General's Office. This agreement is meant to obtain compliance

with the NVRA and the VRA. Should any changes be made to either the NVRA, VRA or applicable federal law, SOS is free to change any of the procedures set forth in this agreement provided that those changes are consistent with any changes in law.

15. No Waiver. Any waiver by any Party of any provision of this Agreement or any right hereunder shall not be deemed a continuing waiver, and shall not prevent or estop such Party from thereafter enforcing such provision or right. The failure of any Party to insist in any one or more instances upon the strict performance of any of the terms or provisions of this Agreement by any other Party shall not be construed as a waiver or relinquishment for the future of any such term or provision, but the same shall continue in full force and effect.
16. Remedies. The rights and remedies of the Parties shall not be mutually exclusive, and the exercise of one or more of the provisions hereof shall not preclude the exercise of any other provisions hereof. The respective rights and obligations hereunder may be enforceable by specific performance, injunction, or other equitable remedy, but nothing herein contained is intended to, or shall limit or affect any rights as law or by statute or otherwise of any Party aggrieved as against the other Parties for a breach or threatened breach of any provision hereof, it being the intention of this paragraph to make clear the agreement of the Parties that their respective rights and obligations hereunder may be enforceable in equity as well as at law or otherwise.
17. Attorneys' Fees. Each party shall bear their own attorneys' fees, expenses and costs in connection with the negotiation, documentation and performance of this Agreement and with respect to the Action; provided, however, any prevailing Party as determined by

stipulation of settlement or court order hereby reserves its right to seek attorneys' fees, if any, incurred in any action to enforce, or defend any claim arising out of, this Agreement.

18. Headings. The headings in this Agreement are provided solely for convenience purposes and therefore are not intended to nor do they alter or affect the substantive meaning of the written text.

19. Not Admissible in Evidence. This Settlement Agreement and the contents hereof shall not be admissible as evidence in any litigation, except to enforce the terms expressed herein.

20. Effectiveness. This Agreement shall become effective on the date of complete execution by all of the Parties.

21. Counterparties/Signatures. This Agreement may be executed and delivered in any number of counterparties, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same document. Each Party may evidence its execution of this Agreement by delivery to the other Party of scanned or faxed copies of its signature, with the same effect as the delivery of an original signature.

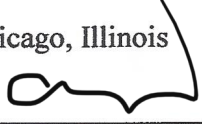
[Signature Page Follows]

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed and delivered as of the Execution Date.

Dated: June 24, 2021

Chicago, Illinois

/s/


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Respectfully submitted,

/s/


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