

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
SOUTHERN DIVISION**

PEOPLE FIRST OF ALABAMA )  
*et al.*, )

v. )

CASE NO. 2:20-cv-00619-AKK

JOHN MERRILL, in his official capacity )  
as Secretary of State of Alabama *et al.*, )

**SETTLEMENT AGREEMENT**

This Settlement Agreement ("Settlement") is entered into by and between Defendant Mary B. Roberson, in her official capacity as Circuit Clerk of Lee County, Alabama ("Ms. Roberson"), and Plaintiffs People First of Alabama ("People First"), Robert Clopton ("Mr. Clopton"), Eric Peebles ("Mr. Peebles"), Howard Porter, Jr. ("Mr. Porter"), Annie Carolyn Thompson ("Ms. Thompson"), Greater Birmingham Ministries ("GBM"), and Alabama State Conference of the National Association for the Advancement of Colored People ("the NAACP"), individually and, for People First, GBM, and the NAACP, on behalf of their constituents and respective members (collectively, "the Plaintiffs"). Ms. Roberson and the Plaintiffs are collectively referred to herein as "the Parties." The Parties, each having received the benefit, advice, and representation of legal counsel of their own choice, and in exchange for good, sufficient, and valuable consideration as described herein, do hereby execute and enter into this Settlement in order to resolve all of the disputes, claims, and causes of action that were asserted or could have been asserted arising out of the circumstances described below:

**RECITALS**

1. The Plaintiffs, on behalf of themselves and any respective members, filed the above-captioned lawsuit ("the Lawsuit") against the several defendants, including Ms. Roberson, on May 1, 2020, seeking injunctive and declaratory relief concerning (1) the requirement that voters sign the affidavit that must be included with an absentee ballot in the presence of either a notary or two adult witnesses, Ala. Code §§ 17-11-7 to 17-11-10 ("the witness requirement"); (2) the requirement that copies of photo identification accompany absentee ballot applications, Ala. Code § 17-9-30(b); (3) the requirement that copies of photo identification accompany certain absentee ballots, Ala. Code §§ 17-11-9 and 17-11-10(c) (collectively, Nos. 2 and 3 will be referred to as "the ID requirements"); and (4) the prohibition on curbside voting (collectively, "the Challenged Provisions"). Additional defendants to the Lawsuit included the State of Alabama; Kay Ivey in her official capacity as Governor of Alabama; John Merrill, in his official capacity as Secretary of State of Alabama; Alleen Barnett, in her official capacity as Absentee Election Manager of Mobile County, Alabama; Jacqueline Anderson-Smith, in her official capacity as Circuit Clerk of Jefferson County, Alabama; and Karen Dunn Burks, in her official capacity as Deputy Circuit Clerk of the Bessemer Division of Jefferson County, Alabama. The Court dismissed Governor Ivey from the Lawsuit on June 15, 2020.

2. In her official capacity as Circuit Clerk of Lee County, Alabama, Ms. Roberson has the option to serve in the official capacity as Absentee Election Manager (“AEM”) of Lee County, Alabama. Ms. Roberson, in her official capacity as Circuit Clerk of Lee County, Alabama, has additional duties and roles relating to elections, including serving on the Appointing Board for Lee County, Alabama, and serving in non-primary elections on the Canvassing Board of Lee County, Alabama.

3. During the pendency of the Lawsuit, Ms. Roberson resigned from her position as Absentee Election Manager (“AEM”) for Lee County, Alabama. James Majors has since been appointed as the AEM for Lee County, Alabama.

4. On June 15, 2020, the Court ordered a preliminary injunction in the Lawsuit (“the Court’s Order”). Generally, the Court’s Order contained the following provisions:

- a. AEMs in Jefferson County, Lee County, and Mobile County, Alabama, are enjoined from enforcing the witness requirement for certain qualifying voters that provide written affirmation they meet the Court’s requirements;
- b. AEMs in Jefferson County, Lee County, and Mobile County, Alabama, are enjoined from enforcing the ID requirements for certain qualifying voters that provide written affirmation they meet the Court’s requirements; and
- c. The Secretary of State of Alabama is enjoined from prohibiting counties from permitting curbside voting that otherwise comports with state election law.

5. Pursuant to Federal Rule of Civil Procedure 25(d), the Court’s Order stated that the successor appointed to the official capacity of AEM for Lee County would automatically be substituted as the proper party in the lawsuit. The Parties agree that James Majors is serving as the AEM of Lee County, Alabama, as of the date of this Settlement.

6. The Parties have exchanged documents and information relevant to the validity of the claims and defenses asserted and have had sufficient discussions and disclosures to understand the merits of their respective positions in the Lawsuit.

7. By entering into this Settlement, Ms. Roberson does not admit to any violations whatsoever of federal or state law in connection with her conduct in her official capacity as Circuit Clerk of Lee County, Alabama, or in her former official capacity as AEM of Lee County, Alabama, nor does Ms. Roberson’s agreement herein constitute any admission or implication of liability with respect to the allegations contained in the Lawsuit. Ms. Roberson also does not admit that she—in her official capacity as Circuit Clerk of Lee County, Alabama, or in her former official capacity as AEM for Lee County, Alabama—is in any way connected with, responsible for, or empowered for enforcing, effecting, or carrying out any of the Challenged Provisions. Ms. Roberson does not admit or concede that Plaintiffs have pled a valid cause of action against Ms. Roberson, in her official capacity as Circuit Clerk of Lee County, Alabama, in the Lawsuit. Ms. Roberson also does not admit or concede that the Plaintiffs have pled a valid cause of action against the offices of AEM of Lee County, Alabama, or Circuit Clerk of Lee County, Alabama, or against any other defendants.

8. The Plaintiffs and their counsel believe that the Settlement reached with Ms. Roberson is fair, adequate, reasonable, and in the best interests of the Plaintiffs and their respective members.

9. This Settlement will be effective on the date this Settlement has been signed by all Parties.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and of the covenants and promises set forth in this Settlement and in exchange for other good, valuable, and sufficient consideration more specifically set forth in this Settlement and hereby acknowledged, Ms. Roberson and the Plaintiffs—on behalf of themselves and any respective members—agree as follows:

#### **TERMS OF SETTLEMENT**

**I. Ms. Roberson to Comply with Lawful Orders of the Court in this Lawsuit Relating to Her Duties as Circuit Clerk in Lee County, Alabama, in Relation to Alabama Elections**

10. Ms. Roberson, in her official capacity as Circuit Clerk of Lee County, Alabama, agrees that she will comply with all lawful orders of the Court in the Lawsuit to the extent they address her duties, as set forth under the Constitution and statutes of Alabama, relating to conducting elections in Lee County, Alabama, for the year 2020 or as otherwise ordered by the Court.

11. Ms. Roberson, in her official capacity as a member of the Appointing Board of Lee County, Alabama, agrees that she will comply with all lawful orders of the Court in the Lawsuit to the extent they address her duties, as set forth under the Constitution and statutes of Alabama, relating to conducting elections in Lee County, Alabama, for the year 2020 or as otherwise ordered by the Court.

12. Ms. Roberson, in her official capacity as a member of the Canvassing Board of Lee County, Alabama, agrees that she will comply with all lawful orders of the Court in the Lawsuit to the extent they address her duties, as set forth under the Constitution and statutes of Alabama, relating to conducting elections in Lee County, Alabama, for the year 2020 or as otherwise ordered by the Court.

13. Ms. Roberson—in her official capacities as Circuit Clerk, Appointing Board member, and Canvassing Board member for Lee County, Alabama—agrees to exercise good faith and to undertake reasonable efforts to cooperate with the Plaintiffs and the Court in carrying out all lawful duties and activities that are within Ms. Roberson's scope of authority in her official capacities (as set forth under the Constitution and statutes of Alabama) if the Court so orders in the Lawsuit.

14. As between the Parties, each will bear its own costs, expenses, and fees associated with the Lawsuit, including attorneys' fees. Ms. Roberson will not be compelled to pay for the costs, expenses, or fees of any other party to the Lawsuit. However, this provision does not prevent

the Plaintiffs from seeking costs, expenses, or fees as permitted by law against any other party to the Lawsuit.

15. Within three (3) days of the effective date of this Settlement, the Plaintiffs agree to dismiss Ms. Roberson with prejudice from the Lawsuit except that, in any order or proposed order to dismiss Ms. Roberson, the Court in the Lawsuit must incorporate the Settlement by reference and retain jurisdiction to enforce the Settlement. Plaintiffs agree to take all reasonable steps to file or to cooperate in the filing of a motion or stipulation with the Court to effect the dismissal. This dismissal will only apply to Ms. Roberson in her official capacity as Circuit Clerk of Lee County, Alabama, and any associated duties or roles as Circuit Clerk, and it will not affect Plaintiffs' claims against the AEM of Lee County, Alabama, or any other party to the Lawsuit.

## **II. Release of Claims**

16. In consideration of the foregoing terms, conditions, covenants, recitals, and agreements made by or on behalf of Ms. Roberson, the Plaintiffs, on behalf of themselves and any respective members, along with their attorneys, agents, successors, affiliates, national associations, heirs, and assigns, agree not to seek or recover any damages, fees, or expenses relating to the prosecution of the Lawsuit or the settlement thereof, and fully, finally, and forever release, discharge, and agree to hold harmless, Mary B. Roberson, in her official capacity as Circuit Clerk of Lee County, Alabama, and Ms. Roberson's officers, clerks, attorneys, insurers, and any other employees, representatives, or agents, as well as anyone acting or authorized to act on Ms. Roberson's behalf, from any and all demands, damages, costs, expenses, attorneys' fees, expert fees, liabilities, causes of action, and claims (known or unknown, accrued or unaccrued) that have been or could have been alleged or asserted, on the basis of, in connection with, or arising out of the matters alleged in the Lawsuit, including all such claims that were actually asserted in this case or that arise from the facts alleged in the Plaintiffs' Complaint.

## **III. Additional Provisions**

17. This Settlement does not affect the Plaintiffs' claims in the Lawsuit against any person serving in the official capacity as AEM of Lee County, Alabama. The Parties do not intend for the dismissal of Ms. Roberson, in her official capacity as Circuit Clerk of Lee County, Alabama, to also dismiss the Plaintiffs' claims against the office of AEM of Lee County, Alabama.

18. This Settlement is binding on Ms. Roberson, in her official capacity as Circuit Clerk of Lee County, Alabama, and—only to the extent they perform any functions relating to election activities—Ms. Roberson's officers, clerks, attorneys, insurers, employees, representatives, or agents or anyone acting or authorized to act on Ms. Roberson's behalf to perform functions relating to election activities. This Settlement is binding on any successor to the position of Circuit Clerk of Lee County, Alabama.

19. This Settlement is the result of a compromise between the Parties, and nothing in this Agreement constitutes an admission of liability on the part of Ms. Roberson. Nothing set forth in this Settlement, the fact of Settlement, or any act performed or document executed pursuant to or in furtherance of the Settlement may be construed or be used as an admission or evidence of the

validity of any claim or allegation, or of any act, omission, liability or wrongdoing on the part of Ms. Roberson or as supporting certification in any action or proceeding of any kind whatsoever.

20. Despite reaching this compromise, the Parties dispute liability and the extent to which Plaintiffs are entitled to any relief as a result of the Lawsuit. Accordingly, this Agreement falls within the protection afforded compromises and offers to compromise under Federal Rule of Evidence 408 or any other comparable rule of evidence.

21. This Settlement, including the Recitals, supersedes any prior agreements or understandings between the Parties with respect to settlement.

22. This Settlement may be executed in one or more counterparts which, once fully executed, shall constitute one original and binding Settlement. A photocopy, scanned copy, or facsimile copy of any signature on this Settlement shall be considered as valid as an original signature.

23. The Parties agree that the Court in the Lawsuit retains jurisdiction for the enforcement of this Settlement.

24. The Parties and the signatories to this Settlement represent and warrant to each other that they have the full power and authority to enter into this Settlement, to bind their respective law firms, organizations, and clients to the terms of this Settlement, and that they have not assigned, pledged, encumbered, or in any manner transferred or conveyed any portion of the claims or causes of action covered by this Settlement.

25. The Parties represent and warrant to each other that they understand this Settlement in its entirety and that they have been represented by and consulted with their respective counsel in connection with the negotiating, drafting, and execution of this Settlement.

26. This Settlement may be modified or amended only by a writing signed by all Parties or their successors-in-interest.

27. The Settlement shall be binding upon and inure to the benefit of the Parties, and as applicable, the successor Circuit Clerk of Lee County, Alabama.

28. This Settlement shall be interpreted according to federal law to the maximum degree federal law is applicable; it shall otherwise be interpreted according to Alabama law.

29. All notices, demands, or other communications given under this Settlement, with the exception of documents filed via the Court's CM/ECF system, will be in writing and addressed as follows:

a. To Plaintiffs:

Deuel Ross  
Natasha C. Merle  
Liliana Zaragoza  
NAACP LEGAL DEFENSE &

EDUCATIONAL FUND, INC.  
40 Rector Street, 5th Floor  
New York, NY 10006  
dross@naacpldf.org  
nmerle@naacpldf.org  
lzaragoza@naacpldf.org

William Van Der Pol  
Jenny Ryan  
ALABAMA DISABILITIES  
ADVOCACY PROGRAM  
Box 870395  
Tuscaloosa, AL 35487  
wvanderpoljr@adap.ua.edu  
jrryan2@adap.ua.edu

Caren E. Short  
Nancy G. Abudu  
SOUTHERN POVERTY LAW CENTER  
P.O. Box 1287  
Decatur, GA 30031  
caren.short@splcenter.org  
nancy.abudu@splcenter.org

b. To Ms. Roberson:

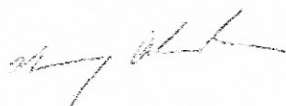
Brandon K. Essig  
Robert J. Sewell  
LIGHTFOOT, FRANKLIN & WHITE, LLC  
The Clark Building  
400 20th Street North  
Birmingham, AL 35203  
bessig@lightfootlaw.com  
jsewell@lightfootlaw.com

**On Behalf of All Named Plaintiffs and Plaintiffs' Counsel:**

  
\_\_\_\_\_  
NAACP Legal Defense & Educational Fund, Inc.

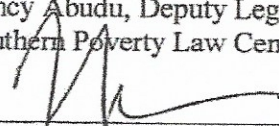
6/30/20

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Nancy Abudu, Deputy Legal Director  
Southern Poverty Law Center

6/30/2020

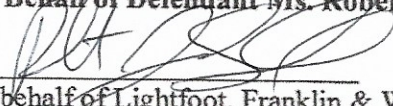
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Alabama Disabilities Advocacy Center

6/30/20

\_\_\_\_\_  
Date

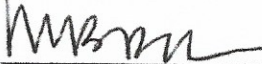
**On Behalf of Defendant Ms. Roberson:**

  
\_\_\_\_\_  
On behalf of Lightfoot, Franklin & White, LLC

6-30-2020

\_\_\_\_\_  
Date

*Defendant:*

  
\_\_\_\_\_  
Mary B. Roberson,  
in her official capacity as Circuit Clerk of Lee County, Alabama

6-30-20

\_\_\_\_\_  
Date