

Attachment A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

DEMOCRATIC PARTY OF GEORGIA,
INC., DSCC, and DCCC,

Plaintiffs,

v.

BRAD RAFFENSPERGER, in his official
capacity as SECRETARY OF STATE OF
GEORGIA; REBECCA N. SULLIVAN,
DAVID J. WORLEY, SETH HARP, and
ANH LE, in their official capacities as
Members of the Georgia State Election
Board; and STEPHEN DAY, JOHN
MANGANO, ALICE O'LENICK, BEN
SATTERFIELD, and BEAUTY
BALDWIN, in their official capacities as
Members of the Gwinnett County Board of
Registration and Elections,

Defendants.

Civil Action File No.
1:19-cv-5028-WMR

Settlement Agreement

The purpose of this agreement is to settle all claims between Plaintiffs Democratic Party of Georgia, Inc., DSCC, and DCCC ("Plaintiffs") and Stephen Day, John Mangano, Alice O'Lenick, Ben Satterfield, and Beauty Baldwin ("Gwinnett Defendants") in the above-captioned matter. Specifically, Count Six of Plaintiffs' Amended Complaint alleges that Gwinnett Defendants' absentee

ballot envelope design violates the First and Fourteenth Amendment by unduly burdening the right to vote. ECF No. 30 at 43-45. Gwinnett Defendants respond that their absentee-ballot envelope design does not unduly burden the right to vote.

By entering into this agreement, Plaintiffs do not concede that the challenged absentee ballot envelope design is constitutional. Similarly, by entering into this agreement, Gwinnett Defendants do not concede that the challenged absentee ballot envelope design is constitutionally defective.

To avoid the burden, delays, uncertainties of litigation, and to efficiently and expeditiously promote the Parties' shared goal of ensuring that Georgia's voters are afforded the rights guaranteed under the Constitution, the Parties consent to the terms of this agreement.

1) Gwinnett Defendants shall adopt the absentee ballot envelope design substantially in the form attached hereto as Exhibit 1 for use in the November 3, 2020 General Election. Unless otherwise required by federal, state, or other applicable law, Gwinnett Defendants will continue to use the agreed ballot envelope design, or an improved design, for all future elections after November 3, 2020. Any changes made to the agreed design after November 3, 2020 will be made in good faith and in the spirit of this agreement.

2) In exchange for Gwinnett Defendants' agreement, described in Paragraph 1, Plaintiffs agree to voluntarily dismiss Count VI as alleged against Gwinnett Defendants in the First Amended Complaint.

3) The Parties agree that each party shall bear its own costs and fees incurred in bringing or defending this action, and that neither Party shall have a claim upon the other for fees or costs incurred in this action.

The Parties acknowledge agreement by signing below:

Dated: March 6, 2020

By: /s/ Bruce V. Spiva

By: /s/ Bryan P. Tyson

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