

STATE OF TEXAS

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COUNTY OF WILLIAMSON

**SETTLEMENT AGREEMENT AND RELEASE**

**I.**

1. The parties to this Settlement Agreement and Release (“the Agreement”) are Williamson County, Texas and the Williamson County Elections Department (the “County”), OCA - Greater Houston and Mallika Das (“Das”) collectively referred to herein as the “Parties”.

2. OCA - Greater Houston and Das have asserted certain disputed claims against the County and/or its officers, agents and employees related to an alleged incident of October 31, 2014 when it is claimed that Das voted at a Williamson County voting location and election officials allegedly refused to allow her son to assist her by interpreting the ballot for her because her son was not a registered voter in Williamson County (the “Claim” or “Claims”).

3. Suit has been previously brought in the United States District Court for the Western District of Texas – Austin, Texas by OCA - Greater Houston and Das against the County as a result of said incident and Claims, said suit being Case No. 1:15-cv-000679-RP, styled *OCA - Greater Houston and Mallika Das vs. State of Texas, et al* (the “Litigation”). The U.S. District Court, by Order entered December 3, 2015 in the

referenced suit, has ruled and found that “the Texas Election Code Interpretation Provisions, § 61.031 - 61.036, restrict voter choice in a manner inconsistent with the Federal Voting Rights Act”. The County has denied and continues to deny any liability for the allegations asserted in the Litigation. The County, while denying liability for all such claims, by this Agreement has decided to compromise and settle these disputed claims in order to avoid further cost, expense and litigation.

4. The consideration herein mentioned is accepted by OCA - Greater Houston and Das in full compromise and settlement of all claims and causes of action against the County being asserted by OCA - Greater Houston and Mallika Das in said suit or which might have been asserted by OCA - Greater Houston and Mallika Das in said suit whether for injunctive relief, property damages, personal injury or other loss or damage.

5. The Parties have agreed to compromise and settle claims against the County in its entirety on the terms stated in this Agreement;

6. NOW THEREFORE, for the mutual consideration expressed in this Agreement, the Parties agree to the following terms and to those stated in the paragraphs/sections of this Agreement herein below:

- (a) Subject to sub-section (d) below, Williamson County by and through the Williamson County Elections Department shall revise its Poll Worker Training Guide by deleting the content of item No. 4 on page 3-23 that currently reads as follows: “If the assistant is an interpreter, the interpreter must be a registered voter of the voter’s county. (Texas Election Code Sec.

61.033)". The County shall substitute for the deleted language content the following statement: "The voter may choose any person (other than the voter's employer or agent of that employer or officer or agent of the voter's union) to assist the voter as an assistor and/or interpreter for purposes of communication with election officials and to assist in the interpretation and reading of the ballot to the voter while the person is in the presence of the voter's ballot, regardless of whether the person chosen is a registered voter of Williamson County or not.

(b) Subject to sub-sections (d) below, Williamson County by and through the Williamson County Elections Department agrees to train and instruct election officials and poll workers that all assistors and interpreters are to be accepted as qualified and allowed to assist the voter and interpret for the voter after qualifying by oath, regardless of whether they are a registered voter of Williamson County or not.

(c) Subject to sub-section (d) below, Williamson County by and through the Williamson County Elections Department agrees to maintain a file record of any written complaints received by County Elections Department personnel, either directly or from poll workers, regarding alleged restrictions of a voter's choice of an assistor or interpreter in a manner inconsistent with the Federal Voting Rights Act; and to make such file record available for public inspection and copying in accordance with the Texas Public Information Act; and to retain such file record for the retention time applicable under Texas law.

- (d) The above agreements by the County are subject to any subsequent judicial ruling and final judgment that holds or declares Section 61.033 of the Texas Election Code, including the requirement in Section 61.033 that an interpreter chosen by a voter must also be a registered voter of the county in which the voter needing the interpreter resides, to be fully compliant with section 208 of the Federal Voting Rights Act, 52 U.S.C.A. § 10508. If a subsequent judicial ruling and final judgment holds or declares Section 61.033 of the Texas Election Code (including the requirement that an interpreter chosen by a voter must also be a registered voter of the county in which the voter needing the interpreter resides) to be fully compliant with section 208 of the Federal Voting Rights Act, 52 U.S.C.A. § 10508, then and in that event the agreements by the County and obligations of the County contained in this Agreement shall become, null, void, inoperative and of no force and effect. Additionally, if any subsequent judicial ruling or judgment should require or enjoin the County to comply with and enforce the eligibility requirement of Section 61.033 that an interpreter chosen by a voter must also be a registered voter of Williamson County, then and in that event the agreements by the County and the County's obligations contained in this Agreement shall become null, void, inoperative and of no force and effect.
- (e) OCA - Greater Houston and Das (through their attorneys) agree to sign and file in the above referenced suit a Stipulation of Dismissal pursuant to Rule 41 (a) (1) of the Federal Rules of Civil Procedure upon execution of

this Agreement. Alternatively, if the other parties to the suit are not agreeable to a stipulation as to the County's dismissal, OCA - Greater Houston and Das agree to file a motion to dismissal of their claims against the County pursuant to Rule 41 (a) (2) of the Federal Rules of Civil Procedure.

- (f) OCA - Greater Houston and Das, by their signature below, represent and warrants that they are fully competent to enter into this Agreement and understand the meaning and intent of this Agreement and all of its terms; and
- (g) OCA - Greater Houston and Das covenant not to sue the released parties described below based on any cause of action currently asserted in the Litigation or related to the Claims or that is the subject of this Agreement and/or the release contained herein.

## **II.**

### **RELEASE**

7. This release is executed by OCA - Greater Houston and Das, the undersigned. The parties released are Williamson County, the Williamson county Election Administrator and their agents, officers, servants, employees, elected officials and administrators (the "Released Parties").

8. OCA - Greater Houston and Das, for the consideration stated in this Agreement, have released, acquitted and forever discharged, and by these presents do, for their heirs, executors, administrators, legal representatives and assigns, release, acquit and forever discharge, indemnify and hold harmless Williamson County and all representatives,

agents, officers, servants, and employees of Williamson County, including but not limited to, all officers and employees of the Williamson County Elections Department from any and all claims, demands and causes of action, of whatsoever nature, whether in contract, tort, constitutional, statutory or common law and including any attorney's fees claims, which have accrued or may ever accrue to our heirs, executors, administrators, legal representatives or assigns, for and on account of and arising from the incident(s) and Claims asserted by me in the Litigation related to the incident of October 31, 2014 described above (the "Claim" or "Claims"). By way of illustration only and not by limitation, OCA - Greater Houston and Das specifically release any and all claims, causes of action or attorney's fees claims based on the Federal Voting Rights Act or the U.S. Constitution.

9. The consideration hereinabove mentioned is accepted by OCA - Greater Houston and Das in full compromise and settlement of all claims and causes of action against the Released Parties being asserted and claimed by OCA - Greater Houston and Das or which might have been or could be asserted and claimed by OCA - Greater Houston and Das now or in the future, whether for injunctive relief, attorney's fees claims, property damages, personal injury or other loss or damage.

10. It is agreed and understood that the above agreements are being made by the parties here released in compromise and settlement of disputed claims, and in order that such parties may avoid litigation and costs and buy their peace, and such agreements are

in no way to be construed as an admission of liability on the part of the parties hereby released or anyone else, all liability being expressly denied.

11. OCA - Greater Houston and Das hereby expressly warrant and represent to the parties released that before executing this instrument, OCA - Greater Houston and Das have fully informed themselves of its terms, contents, conditions and effects; that no promise or representation of any kind has been made to OCA - Greater Houston and Das by the parties hereby released or anyone acting for them, except as is expressly stated in this instrument.

### III.

#### GENERAL / MISCELLANEOUS PROVISIONS

12. This contract contains the entire agreement between the parties hereto and no representation, inducements, promises, agreements, oral or otherwise between the parties not embodied herein shall be of any force or effect.

13. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall be deemed to for all purposes to be one and the same agreement.

14. EXECUTED this the 12TH day of APRIL, 2016 (with the execution date being the date of signature of the last party signing the Agreement).

  
MALLIKA DAS

Date Signed: 03/28/2016

12. This contract contains the entire agreement between the parties hereto and no representation, inducements, promises, agreements, oral or otherwise between the parties not embodied herein shall be of any force or effect.

13. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall be deemed to for all purposes to be one and the same agreement.

14. **EXECUTED** this the \_\_\_\_\_ day of \_\_\_\_\_, 2016 (with the execution date being the date of signature of the last party signing the Agreement).

\_\_\_\_\_  
MALLIKA DAS

*Date*

Signed: \_\_\_\_\_

\_\_\_\_\_  
OCA - GREATER HOUSTON

By: \_\_\_\_\_

Its: \_\_\_\_\_

*Date*

Signed: \_\_\_\_\_

\_\_\_\_\_  
WILLIAMSON COUNTY, TEXAS by and  
through the Williamson County  
Administrator

Elections

By: \_\_\_\_\_

Administrator

Christopher

Davis,

Elections

Williamson County, Texas

*Date*

Signed: 4/4/2016

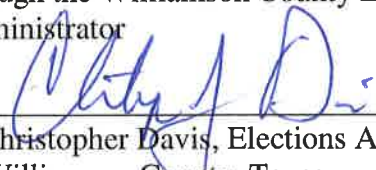
OCA - GREATER HOUSTON

By: \_\_\_\_\_

Its: \_\_\_\_\_

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

WILLIAMSON COUNTY, TEXAS by and  
through the Williamson County Elections  
Administrator

By:   
Christopher Davis, Elections Administrator  
Williamson County, Texas

Date Signed: 4/4/16

WILLIAMSON COUNTY, TEXAS

By:   
County Judge, Dan Gattis

Date Signed: 07-12-2016

THE STATE OF TEXAS                   §

COUNTY OF WILLIAMSON           §

I, David M. Hoffman of Fish & Richardson, P.C., represent and warrant that I am the Attorney for OCA - Greater Houston and Mallika Das, that the foregoing is their true and genuine signatures and that I have recommended the above settlement to them. The above instrument has been fully and completely explained to them.

SIGNED on this 28 day of March, 2016.

  
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DAVID M. HOFFMAN