

SETTLEMENT AGREEMENT

WHEREAS, Plaintiff, the United States of America (“Plaintiff”), filed the Complaint in the action styled *United States of America v. Paul Ziriaux*, No. 5:26-cv-00361 (W.D. Okla. Feb. 26, 2026), pursuant to Title III of the Civil Rights Act of 1960, 52 U.S.C. §§ 20701-20706 (“CRA”), against Defendant, Paul Ziriaux, in his official capacity as Secretary of the Oklahoma State Election Board (“Defendant”).

WHEREAS, the CRA provides, in pertinent part, that “[e]very officer of election shall retain and preserve, for a period of twenty-two months from the date of [a federal election] all records and papers which come into his possession relating to any application, registration, payment of poll tax, or other act requisite to voting in such election....” 52 U.S.C. § 20701.

WHEREAS, pursuant to the CRA, the Attorney General or her representative may “demand in writing” such records from the “person having custody, possession, or control” of those records. 52 U.S.C. § 20703.

WHEREAS, Defendant is the chief election officer for the State of Oklahoma, and retains custody of election records that fall within the scope of the CRA for the State of Oklahoma, including Oklahoma’s computerized statewide voter registration list (“SVRL”).

WHEREAS, a representative of the Attorney General made a demand in writing under the CRA for a current copy of Oklahoma's SVRL with all fields—including identifiers required by the Help America Vote Act ("HAVA"), such as the last four digits of social security numbers or full driver's license numbers—in order to ascertain Oklahoma's compliance with HAVA and the National Voter Registration Act ("NVRA").

WHEREAS, the requested SVRL was not produced in the form requested, which resulted in the filing of the foregoing styled action pursuant to 52 U.S.C. § 20705. The Secretary had instead offered to provide the SVRL in redacted form, without the driver's license and social security numbers.

WHEREAS, Plaintiff and Defendant (collectively, the "Parties") desire to resolve this matter without the need for further litigation. Accordingly, they have engaged in good faith negotiations and have agreed to the following terms of this Settlement Agreement, without admitting or denying any wrongdoing, as an appropriate resolution to all claims alleged in this litigation:

1. Defendant shall provide to the Attorney General or her representative the current (as of the date of extraction for uploading) electronic copy of Oklahoma's computerized SVRL, with all fields, including each registrant's full name, date of birth, residential address, and either their full state driver's license number, the last four digits of their Social Security number, or HAVA unique identifier, as well as the

date of extraction of the SVRL, as required by 52 U.S.C. § 21083, as soon as practicable but no later than five (5) business days from the execution of this Settlement Agreement. As Oklahoma's chief election official, Defendant has sole and unencumbered authority to complete performance for this Settlement Agreement. The SVRL shall be limited to data on file in the computerized voter registration system as of the date of extraction. Nothing in this settlement shall be construed as prohibiting Plaintiff from making another demand or a subsequent demand for the SVRL pursuant to CRA election record retention requirements. Nothing in this Settlement Agreement requires the creation or compilation of data beyond what is contained in the extracted SVRL, other than noting the date of extraction for the purposes of the transmittal. Defendant shall transmit the SVRL via the U.S. Department of Justice's secure file-sharing system, Justice Enterprise File Sharing ("JEFS"), or via the Department's secure, encrypted email system. Nothing in this Settlement Agreement shall be construed as prohibiting Defendant or the State of Oklahoma from additionally entering into a memorandum of understanding and user agreement with the U.S. Department of Homeland Security to access the Systemic Alien Verification for Entitlements ("SAVE") program. Nor shall anything in this Settlement Agreement prohibit Defendant or the State of Oklahoma from additionally uploading the SVRL directly to SAVE.

2. The Civil Rights Division shall use the copy of the SVRL information solely to assess the State's compliance with NVRA, 52 U.S.C. § 20507, the HAVA, 52 U.S.C. § 21083, other purposes outlined in 28 C.F.R. §§ 0.50-.51, and for no other purpose.

3. Upon execution of this Settlement Agreement, Plaintiff shall dismiss the above-referenced legal action without prejudice pursuant to Rule 41(a)(1)(A)(i) of the Federal Rules of Civil Procedure. All Parties shall be responsible for their own attorney's fees and costs associated with this action.

4. The Parties represent they have the authority to enter into this Settlement Agreement. The terms of this Agreement shall be final and binding upon the Parties and their successors, and the Parties warrant and represent that the persons signing this Settlement Agreement possess full authority to bind the Parties and their successors to the terms of the Settlement Agreement. This Settlement Agreement may be terminated with the written consent of the Parties. This Agreement shall expire on December 31, 2027, unless otherwise extended by mutual consent or court order.

5. The Civil Rights Division will comply with all laws, including but not limited to the Privacy Act of 1974 in the handling and protection of the SVRL that is produced by Defendant.

6. This Settlement Agreement constitutes the entire agreement and commitments of the Parties. Any modifications to this Settlement Agreement must be mutually agreed upon and memorialized in a writing signed by all Parties.

7. If any provision of this Settlement Agreement is found to be invalid by a court of competent jurisdiction, only the specific provision in question shall be affected and the other provisions shall remain in full force and effect.

8. This Settlement Agreement may be executed in separate counterparts, which may be in original or electronic image copy (facsimile, pdf, etc.).

9. The Parties waive any right to contest the validity of the terms of this Settlement Agreement. Either party may bring an action to enforce the terms of this Settlement Agreement in the United States District Court for the Western District of Oklahoma, or move for such enforcement in the action styled *United States of America v. Paul Ziriox*, No. 5:26-cv-00361, to the extent permitted by law and the Federal Rules of Civil Procedure.

10. Nothing in this Agreement shall be construed as a waiver of any rights, claims, or remedies available to either party, and failure to enforce any provision shall not constitute a waiver of that or any other provision.

AGREED AND CONSENTED TO:

FOR THE UNITED STATES OF AMERICA:

HARMEET K. DHILLON
Assistant Attorney General
Civil Rights Division

ROBERT J. KEENAN
Acting Deputy Assistant Attorney General
Civil Rights Division



ERIC V. NEFF
Acting Chief, Voting Section
Civil Rights Division
U.S. Department of Justice

FOR DEFENDANT PAUL ZIRIAX:

PAUL ZIRIAX
Secretary of Oklahoma State Election Board


PAUL ZIRIAX

GENTNER DRUMMOND
Oklahoma Attorney General



GARRY M. GASKINS, II
Oklahoma Solicitor General