

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
DEL RIO DIVISION**

AMERICAN CIVIL RIGHTS UNION, )  
in its individual and corporate capacities, )  
 )  
 *Plaintiff,* )  
 )  
 v. )  
 )  
 TAX ASSESSOR-COLLECTOR )  
 CINDY RIVERA, in her )  
 official capacities, )  
 *Defendant.* )  
 )  
 )  
 \_\_\_\_\_ )

Civil Action No. 2:14-CV-00026-AM-CW

**SETTLEMENT AGREEMENT**

Plaintiff American Civil Rights Union (ACRU) filed this action pursuant to Section 8 of the National Voter Registration Act of 1993 (“NVRA”), 52 U.S.C. § 20507, to enforce obligations concerning voter registration lists maintenance efforts in elections for federal offices in Zavala County, Texas. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331 and 52 U.S.C. § 20510.

Defendant-Zavala County Tax Assessor and Collector/Voter Register Cindy Rivera is covered by the requirements of Section 8 of the NVRA with respect to elections for federal offices and is obliged to maintain accurate voter rolls for use in such elections in Zavala County. *See* 52 U.S.C. § 20503.

In this civil action, Plaintiff ACRU has alleged that Defendant Rivera and her predecessors in office conducted a general list maintenance program that temporarily allowed the

voter registration rolls in Zavala County to include more people registered to vote than there were voting-age population and citizen voting-age population in Zavala County, according to the 2010 U.S. Census of Population.

Defendant Rivera does not concede that her actions in the past or the actions of her predecessors in office have violated the law, including Section 8 of the NVRA, and furthermore Defendant Rivera does not concede that the provisions provided for in this Settlement Agreement are required by law.

Plaintiff ACRU and Defendant Rivera, through their respective counsel, have conferred and agree that this action should be settled without the further delay and expense of litigation. The parties have negotiated in good faith and hereby agree to the entry of this Settlement Agreement, pursuant to the procedures set forth herein, as an appropriate resolution of the claims alleged in Plaintiff ACRU's complaint. The parties agree to waive a hearing and, thus, stipulate that each provision of this Settlement Agreement is appropriate in the settlement of this case.

#### **THE TERMS OF THE SETTLEMENT AGREEMENT**

1. Defendant Rivera shall make a mailing to the 285 registrants in Zavala County who have birthdates on the registration records before 1920 (as provided in discovery to Plaintiff ACRU). The mailing shall be non-forwardable and ask the "resident" of the address to confirm the registration of the registrant in question. If no response is received from this mailing, Defendant shall attempt to make telephone inquiry to reach the registrant to confirm the registration. If the registrant is reached, the Defendant shall tell the registrant they are conducting list maintenance only. If the registrant cannot be contacted, Defendant shall ask the Secretary of State and the Texas Department of State Health to see if they can find records related to the registrants with

birthdates before 1920 which may be relevant to the validity of the registration. The Defendant shall take appropriate and prompt actions in response to information obtained through this effort. The Defendant will make a report to the County Commissioners Court about the result of such efforts, and this report shall be served on Plaintiff's attorneys.

2. Defendant shall acquire the National Change of Address Data base from a vendor and then match that database against the Zavala County voter registration list. The resulting match list shall be utilized to effectuate a mailing via forwardable mail to all registrants on the database who are registered to vote in Zavala County. The forwardable mailing shall include the prepaid return postcard contemplated by the National Voter Registration Act requesting the voters to update their registration records or to cancel their registration in Zavala County. Defendant shall take appropriate and prompt actions in response to information obtained through this effort, although no change to the registration database will be made merely because no response from the registrant was received.

3. Defendant Rivera will, yearly, upon the release of the annual American Community Survey data, ascertain the number of registrants divided by the citizen voting-age population in Zavala County and report such percentage to the County Commissioners Court and to the County website. Such reporting will include language concerning the error rate of ACS data for small populations such as Zavala County. Such report by Defendant Rivera shall be served on Plaintiff's attorneys.

4. Defendant shall create *written procedures for employees* of the Tax Assessor and Collector/Voter Registrant's office in order to implement standard list maintenance procedures across possible changes in administration and personnel. Defendant will provide a copy of these written procedures and amendments thereto to the County Commissioners Court and shall serve a copy of these written procedures on Plaintiff's attorneys.

5. Defendant Rivera and her employees shall undertake training to familiarize themselves with the provisions and mechanics of the National Voter Registration Act, such as the National Change of Address Database. The training shall take place within two months of the entry of this Settlement Agreement.

6. Immediately upon the execution of this Settlement Agreement by the parties and the Zavala County Commissioners' Court, the parties will file a joint motion to stay the case for twelve (12) months and will attach this Settlement Agreement to the joint motion filed in this Court. Unless and until this Court grants the motion to stay, this Settlement Agreement will have no binding effect. If this Court grants the motion to stay, Plaintiff ACRU may monitor Defendant Rivera and her successors in office's compliance with the terms of this Settlement Agreement over the following twelve (12) months. At the conclusion of the twelve month period, the case will be dismissed with prejudice. The terms of this Settlement Agreement shall expire one (1) year after dismissal of this case.

7. The parties shall bear their own costs and attorneys' fees in this case.

Agreed to by:

FOR PLAINTIFFS:

H. Christopher Coates

H. Christopher Coates (admitted to this Court *PHV* for this case)

Law Office of H. Christopher Coates

934 Compass Point

Charleston, SC 29412

Telephone. 843-609-7080

e-mail address. [curriecoates@gmail.com](mailto:curriecoates@gmail.com)

J. Christian Adams *by H. Christopher Coates*  
1/12/16

J. Christian Adams (admitted to this Court *PHV* for this case)

ELECTION LAW CENTER, PLLC.

300 Concourse N. Washington Street, Suite 405

Alexandria, Virginia 22314

Craig Wolcott

Craig Wolcott

State Bar of Texas No. 21845475

222 Sidney Baker South, Suite 350F

Kerrville, Texas 78028

Phone: 830-928-7770

Fax: 830-315-7771

Email: [csw@craigwolcott.com](mailto:csw@craigwolcott.com)

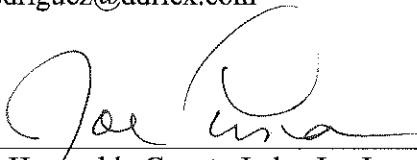
FOR DEFENDANTS:



---

Chad W. Dunn – Attorney in Charge  
State Bar No.: 24036507  
Federal I.D. No.: 33467  
4201 Cypress Creek Parkway, Suite 530  
Houston, Texas 77068  
Telephone: (281) 580-6310  
Facsimile: (281) 580-6362  
chad@brazilanddunn.com

Donato D. Ramos, Jr.  
Law Offices of Donato D. Ramos, P.L.L.C.  
Texas Community Bank Building  
6721 McPherson, Suite 350  
Laredo, Texas 78041  
Telephone: (956) 722-9909  
Facsimile: (956) 727-5884  
donatoramosjr@ddrlex.com  
dondramos@yahoo.com  
mrodriguez@ddrlex.com



---

The Honorable County Judge Joe Luna



---

The Honorable Tax Assessor-Collector Cindy Martinez-Rivera