

SETTLEMENT TERM SHEET

This Settlement Term Sheet (the “Agreement”) states the terms of the settlement agreement between American Oversight, on the one hand, and Brad Raffensperger, in his individual capacity and his official capacity as the Secretary of State of Georgia, on this 20th day of October, 2021. American Oversight and Secretary Raffensperger may be referred to herein as the “Parties.”

The parties shall cooperate in good faith to memorialize these and other customary terms in a final settlement agreement. The terms of this Term Sheet shall be binding and enforceable irrespective of whether the parties execute a final settlement agreement.

1. *Settlement Payment.* Within 10 days of the execution of this Term Sheet, the Secretary of State shall pay American Oversight or its designee \$35,000 (the “Settlement Payment”) pursuant to wire transfer according to the instructions provided by American Oversight or its counsel.
2. *Adoption of Open Records Policy.* Within 90 days of the execution of this Term Sheet, the Secretary of State shall adopt an Open Records Policy that:
 - a. Provides that any responses to submitted open records requests will include identifying and contact information for the person responding to the request;
 - b. Provides that, consistent with existing practice, records that can be located and produced within three business days shall be, pursuant to O.C.G.A. § 50-18-71(b)(1)(A);
 - c. Provides that, consistent with existing practice, prepayment will only be required where the estimated cost of production exceeds \$500, pursuant to O.C.G.A. § 50-18-71(d);
 - d. Establishes guidelines for responding to requesters’ communications regarding requests and keeping requesters up to date on status of requests
 - e. Provides that, where a response to a records request estimates the costs for responding to that request, retrieval costs will include a breakdown of those estimated costs for responding to submitted requests by approximate number of responsive documents, estimated hours, and hourly rate;
 - f. Provides for a process on seeking supervisory guidance for staff on requests requiring more intensive search/review/redaction;
 - g. Requires staff to notify supervisor if production will take longer than the provided estimate of time for production;
 - h. Provides for the notification to requester if time to complete production exceeds or will exceed previously provided time estimate; and

- i. Provides for training, whether provided internally or externally, for training of individuals responsible for complying with records requests.

The Secretary shall work in good faith with American Oversight in connection with the drafting of such policy.

3. *Dismissal with Prejudice.* Within 3 business days of receipt of the Settlement Payment, American Oversight shall dismiss with prejudice all claims raised in *American Oversight v. Raffensperger*, Case No. 2020CV341511, currently pending in the Superior Court of Fulton County, Georgia.
4. *Mutual Releases.* Except as provided herein, American Oversight, on the one hand, and Secretary Raffensperger, along with any and all employees of the Georgia Secretary of State's office in their individual or official capacities, on the other hand, shall mutually release each other from all claims or causes of action arising from any records requests sent by American Oversight to the Secretary of State's Office prior to October 20, 2021.
5. *Agreement to Arbitrate.* American Oversight, on the one hand, and Secretary Raffensperger, on the other hand, agree to resolve any disputes over the meaning or effect of this Term Sheet through arbitration, with Jerome Bailey serving as arbitrator, provided that he may, in his discretion, consider and rule upon any such dispute upon letter brief or email submissions of the Parties.
6. *Other Terms.* This Agreement is binding and sets forth the essential terms of an agreement of the Parties with regard to the matters stated herein. The Parties shall cooperate in the preparation of a final settlement agreement, releases, and stipulations of dismissal necessary to effect the transactions contemplated herein. This Agreement may be executed in counterparts, each of which shall be deemed to be an original hereof. This Agreement shall be governed by the laws of the State of Georgia. Each Party was represented by counsel in the mediation of the disputes referenced herein and the execution of this Agreement. The language of this Agreement shall not be presumptively construed in favor of or against any of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement on October 22, 2021.



Ryan Germany, General Counsel
On Behalf of Georgia Secretary of State Brad Raffensperger
In his official and individual capacities

A handwritten signature in blue ink that reads "Austin Evers". The signature is fluid and cursive, with the first name "Austin" and last name "Evers" clearly distinguishable.

American Oversight

By: Austin Evers, Executive Director