

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA**

SETI JOHNSON and MARIE
BONHOMME-DICKS, on behalf of
themselves and those similarly situated,
and SHAREE SMOOT and NICHELLE
YARBOROUGH, on behalf of
themselves and those similarly situated,

Plaintiffs,

v.

WAYNE GOODWIN, in his official
capacity as Commissioner of the North
Carolina Division of Motor Vehicles,

Defendant.

Case No. 1:18-cv-00467

(CLASS ACTION)

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into by and between Named Plaintiffs Seti Johnson and Marie Bonhomme-Dicks, on behalf of themselves and the “Future Revocation Class,” as defined below, and Named Plaintiff Nichelle Yarborough, on behalf of herself and the “Revoked Class,” and Defendant Wayne Goodwin, in his official capacity as Commissioner of the North Carolina Division of Motor Vehicles (“Defendant”). Plaintiffs Johnson, Bonhomme-Dicks, and Yarborough (collectively “Named Plaintiffs”) and Defendant are collectively referred to as the “Parties.”

The Parties, each having received the benefit, advice, and representation of legal counsel of their own choice, hereby execute and enter into this Agreement to resolve all

of the disputes, claims, and causes of action asserted in this action, subject to the recitals, terms, and conditions set forth below.

RECITALS

WHEREAS Named Plaintiffs Seti Johnson and Sharee Smoot filed a class-action Complaint on 30 May 2018, in the United States District Court for the Middle District of North Carolina (the “Court” or “District Court”), entitled *Johnson, et al. v. Jessup*, Civil Action No. 1:18-cv-00467 (the “Lawsuit”), against Defendant, challenging the State of North Carolina’s system to revoke driver’s licenses for non-payment of fines, penalties, and costs under N.C. Gen. Stat. § 20-24.1, as well as the North Carolina Division of Motor Vehicles’ (“DMV”) enforcement of that system, under the Fourteenth Amendment of the U.S. Constitution, and seeking declaratory and injunctive relief, as well as costs and fees; and

WHEREAS Named Plaintiffs Seti Johnson and Sharee Smoot filed an Amended Complaint on 7 August 2018, adding Marie Bonhomme-Dicks and Nichelle Yarborough as Named Plaintiffs; and

WHEREAS on 30 March 2019, the District Court granted in part Named Plaintiffs’ Second Motion for Class Certification, certifying two classes: the “Revoked Class” and the “Future Revocation Class” and appointing the Southern Poverty Law Center, the ACLU of North Carolina Legal Foundation, the American Civil Liberties Union, and the Southern Coalition for Social Justice as class counsel (“Class Counsel”); and

WHEREAS the Revoked Class is defined as “[a]ll individuals whose driver’s licenses were revoked by the DMV on or after 30 May 2015, due to their failure to pay fines, penalties, or court costs assessed by a court for a traffic offense, and whose driver’s licenses remain so revoked.” Named Plaintiffs Sharee Smoot and Nichelle Yarborough represent the Revoked Class. The Parties estimate over 150,000 people are members of the Revoked Class; and

WHEREAS the Future Revocation Class is defined as “[a]ll individuals whose driver’s licenses will be revoked in the future by the DMV due to their failure to pay fines, penalties, or court costs assessed by a court for a traffic offense.” Named Plaintiffs Seti Johnson and Marie Bonhomme-Dicks represent the Future Revocation Class; and

WHEREAS on 17 April 2019, Named Plaintiffs filed a timely notice of appeal to the United States Court of Appeals for the Fourth Circuit, seeking appellate review of the District Court’s 31 March 2019 order that denied Named Plaintiffs’ Second Motion for a Preliminary Injunction and dismissed Named Plaintiffs’ Fourteenth Amendment claim under *Bearden v. Georgia*, 461 U.S. 660 (1983); and

WHEREAS Defendant denies any liability, fault, wrongdoing, or responsibility for any of the claims in the Lawsuit; and

WHEREAS while the Parties have fully briefed the appeal in the Fourth Circuit, it is the desire of the Parties to resolve all disputes as between them to dismiss the pending Fourth Circuit appeal and to settle the Lawsuit; and

WHEREAS Named Plaintiffs agree to dismiss the pending Fourth Circuit appeal against Defendant, and the Parties agree to jointly dismiss this Lawsuit, according to the terms and conditions set forth in this Agreement.

NOW THEREFORE in consideration of the foregoing recitals, the promises and releases set forth in this Agreement, and the Parties' mutual execution of this Agreement, the Parties agree as follows:

TERMS OF AGREEMENT

1. The Revised Official Revocation Notice

- a. Termination of Current DMV Official Revocation Notice:** Within 60 days of the Court's entry of an order retaining limited jurisdiction to enforce this settlement and dismissing this case pursuant to Paragraph 18 below, Defendant will terminate its use and issuance of the notice form labeled DMV Form LDLSSUS00300, or any equivalent form (the "Official Notice"), which notifies individuals that the DMV order of revocation of their driver's license for non-payment of traffic fines, penalties, and costs will become effective within 60 days of the date of the Official Notice, pursuant to Section 20-24.1.
- b. Issuance:** Within 60 days of the Court's entry of an order retaining limited jurisdiction to enforce this settlement and dismissing this case pursuant to Paragraph 18 below, in the place of the Official Notice or

any equivalent notice, Defendant agrees to issue the Revised Official Revocation Notice (the “Revised Notice”), in the exact form attached here as Attachment A—except where this Agreement authorizes the Parties to use an amended Revised Notice in the circumstances specified in subparagraph 1(c)—to members of the Future Revocation Class. Members of the Future Revocation Class are those individuals against whom the DMV, under Section 20-24.1, has entered an order of driver’s license revocation for non-payment of traffic fines, penalties, and costs that will become effective on the 60th day after the order is mailed or personally delivered to the person, which is typically 60 days from the date printed at the top right section of the Official Notice.

- i. The Revised Notice will be issued to Future Revocation Class members’ last known mailing address that is on file with the DMV’s record keeping system or that is otherwise provided to the DMV by Class Members or their counsel through date of the execution of this Agreement.
- ii. Defendant will also issue to any Future Revocation Class members’ email address, on file with the DMV’s record keeping system, a generalized version of the Revised Notice—in the exact form attached here as Attachment A-1 (including

the Motion for Relief from Fines, Fees and Other Monetary Obligations, AOC-CR-415 (the “Motion for Relief”))—that summarizes the steps to prevent indefinite revocations, without specifying Class members’ case-specific information.

iii. Defendant will issue the Revised Notice via mail and email to Future Revocation Class members even if, in addition to revocations for non-payment of traffic fines, penalties, and costs under Section 20-24.1, their driver’s license is revoked for additional reasons unrelated to non-payment.

c. Amendments to the Revised Notice: Plaintiffs’ counsel and Defendant agree to jointly amend, in writing, the Revised Notice to reflect any changes in North Carolina state law that are substantially material to the DMV’s revocation of driver’s licenses for non-payment of fines, fees, and costs, and the lifting of such revocations, including any amendments to Section 20-24.1 and Section 20-24.2, and to reflect any future changes to the text of the Revised Notice agreed to by the Parties in this Agreement, such as those in Paragraph 3(b) and 4(d).

2. The Special Revocation Notice

a. Issuance: Within 60 days of the Court’s entry of an order retaining limited jurisdiction to enforce this settlement and dismissing this case,

pursuant to Paragraph 18 below, Defendant agrees to issue a Special Revocation Notice (the “Special Notice”), in the exact form attached here as Attachment B to members of the Revoked Class. Members of the Revoked Class are individuals whose driver’s licenses were effectively indefinitely revoked, and remain indefinitely revoked, by the DMV for non-payment of traffic fines, penalties, and costs under Section 20-24.1(b) from 30 May 2015, through the date Defendant begins to issue the Revised Notice, referenced in Paragraph 1(b) above.

- i. Defendant will issue the Special Notice, Attachment B, to Revoked Class members’ last known mailing address that is on file with the DMV’s record keeping system or that is otherwise provided to the DMV by Class Members or their counsel through date of the execution of this Agreement.
- ii. Defendant will also issue to Revoked Class members’ email address, if any, on file with the DMV’s record keeping system, a generalized version of the Special Notice—in the exact form attached here as Attachment B-1 (including the Motion for Relief AOC-CR-415)—that summarizes the steps to lift indefinite revocations, without specifying Class members’ case-specific information.

iii. Defendant will still issue the Special Notice to Revoked Class members via mail and email even if, in addition to revocations for non-payment of traffic fines, penalties, and costs under Section 20-24.1, their driver's license is indefinitely revoked for additional reasons unrelated to non-payment.

b. Certification of Issuance of Special Notice: Within seven days of issuance of the Special Notice to all members of the Revoked Class, Defendant must certify in writing to Named Plaintiffs, through Class Counsel, that the DMV has completed the issuance of this Special Notice as set forth in subparagraph 2(a) above.

3. Mailing of the Motion for Relief, AOC-CR-415, Upon Request

a. Defendant agrees that for 9 months from the date that Defendant issues the Revised and Special Notices pursuant to Paragraphs 1 and 2 of this Agreement, members of the Future Revocation Class and the Revoked Class may contact the DMV via its help desk to request that the DMV mail a blank copy of the Motion for Relief, AOC-CR-415, to them, free of charge, and that Defendant will mail, free of charge, the Motion for Relief, AOC-CR-415, to the Revoked or Future Revocation Class members who request it, at their most recent mailing address within 7 days of receiving such a request.

- b. The mailed Revised Notice, Attachment A, and the emailed Revised Notice, Attachment A-1, will notify Class Members that they may only request a mailed copy of this Motion for Relief from the DMV for the nine-month period referenced in subparagraph 3.a above.

4. Defendant’s Funding of a Help and Resources Website Related to Reinstatement of Drivers’ License Suspended for Non-Payment

- a. Within 14 days of the Court’s entry of an order retaining limited jurisdiction to enforce this settlement and dismissing this case, pursuant to Paragraph 18 below, Defendant agrees to remit \$30,000.00 in the form of a check to the Southern Poverty Law Center (the “SPLC”), one of Plaintiffs’ Class Counsel, to pay a third-party North Carolina legal advocacy organization—experienced in driver’s license restoration advocacy in North Carolina—to help fund the organization’s creation, monitoring, and administration of a help and resources website (the “Website”) for members of the Future Revocation and the Revoked Classes. Within 14 days of such remittance, the SPLC agrees to transfer \$30,000.00 to the third-party organization.

- b. The Website will:
 - i. become active no later than 45 days from the Court’s entry of an order retaining limited jurisdiction to enforce this settlement and dismissing this case, pursuant to Paragraph 18 below;

- ii. prominently display, and provide easy electronic access to, the latest version of the Motion for Relief, AOC-CR-415;
 - iii. provide information, best practices, trainings, and other resource materials focused on increasing class members' ability to: complete, submit, and obtain waiver/remittance relief using the Motion for Relief, AOC-CR-415, and to thereafter resolve "failure to pay" suspensions and reinstate their driving privileges with the DMV; and
 - iv. not actively refer individuals to the DMV Help Desk to request that a copy of the Motion for Relief, AOC-CR-415, be mailed to those individuals' mailing address.
- c. Defendant further agrees that the Revised Notice, described in Paragraph 1(b) above, will reference, and include a link to, the Website for 18 months from the date the DMV first begins to use, and issue to the Future Revocation Class, the Revised Notice, as required by Paragraph 1(b) above.

5. Publication of the Settlement and of Rights Under Section 20-24.1(b)

- a. **Press release:** Within seven days of the Court's entry of an order retaining limited jurisdiction to enforce this settlement and dismissing this case pursuant to Paragraph 18 below, Defendant will issue a press release that will announce the Agreement and its terms, including the

content of the Revised and Special Notices, to the print, online, radio, and any other media outlets listed in Attachment C. The press release will be materially identical to the press release attached to this Agreement as Attachment D.

- b. The DMV’s website:** Within seven days of the District Court’s entry of an order retaining limited jurisdiction to enforce this settlement and dismissing this case pursuant to Paragraph 18 below, Defendant will prominently post, for the duration of this Agreement, on the DMV’s website, including on the DMV’s main webpage at <https://bit.ly/36TBs4q>, and the DMV’s “License Suspension” webpage at <https://bit.ly/2UB3BHE>, the following:
- i. using the language of the Revised and Special Notices, an explanation of the options under Section 20-24.1(b) to prevent or lift the indefinite revocation of a driver’s license for non-payment of traffic fines, penalties, and costs (the “advisement of Section 20-24.1 rights”);
 - ii. the press release described in subparagraph 5(a); and
 - iii. this Agreement, with all attachments.
- c. Circulation of public postings before going live:** At least 72 hours before going “live” with these postings referenced in subparagraphs 5(a) and (b). above, Defendant agrees to provide Plaintiffs, through

Class Counsel, a mockup of the proposed postings to allow Class Counsel to review and suggest edits.

- d. The DMV's physical offices:** Within fourteen days of the Court's entry of an order retaining limited jurisdiction to enforce this settlement and dismissing this case pursuant to Paragraph 18 below, Defendant, for the duration of this Agreement, will:
- i. post the advisement of Section 20-24.1 rights, described in subparagraph 5(b)(i) above, in conspicuous common public areas of the DMV headquarters in Rocky Mount, North Carolina, and all satellite DMV offices throughout the State of North Carolina;
 - ii. post the press release, described in subparagraph 5(a), in conspicuous common public areas of the DMV headquarters in Rocky Mount, North Carolina, and all satellite DMV offices throughout the State of North Carolina; and
 - iii. make and keep available, upon request, printed copies of the Agreement at all satellite DMV offices throughout the State of North Carolina.
- e. The North Carolina Driver Handbook:** After the Court enters an order retaining limited jurisdiction to enforce this settlement and dismissing this case, pursuant to Paragraph 18 below, Defendant

agrees to update the 2022 version of the North Carolina Driver Handbook (the “Handbook”), and subsequent versions of the Handbook in existence and circulation for the duration of this Agreement, that are available on the North Carolina Department of Transportation’s website at <https://bit.ly/3fbuZp2>; in print; and in any other official DMV fora, with an advisement of Section 20-24.1(b) rights, described in subparagraph 5(b)(i) above, using the language of the Revised and Special Notices. Defendant further agrees to update the electronic version of the 2021 North Carolina Driver Handbook that is available on the North Carolina Department of Transportation’s website at <https://bit.ly/3fbuZp2>, with an advisement of Section 20-24.1(b) rights, described in subparagraph 5(b)(1) above, using the language of the Revised and Special Notices.

f. Notice to the North Carolina Administrative Office of the Courts and the North Carolina Judicial Branch

- i. **Notice:** Within seven days of the Court’s entry of an order retaining limited jurisdiction to enforce this settlement and dismissing this case pursuant to Paragraph 18 below, Defendant will provide written notice to the North Carolina Administrative Office of the Courts and the North Carolina Judicial Branch that:

- a. Defendant will issue or has issued, pursuant to this Agreement, the Revised Notice to the Future Revocation Class and the Special Notice to the Revoked Class, as set forth in Paragraphs 1 and 2 above;
- b. Defendant requests the North Carolina Administrative Office of the Courts and North Carolina Judicial Branch to post the advisement of Section 20-24.1 rights, described in Paragraph 5(b)(i) above, and the press release, referenced in Paragraph 5(a) above, on the North Carolina Administrative Office of the Court's website, on the North Carolina Judicial Branch's website, and in conspicuous public spaces in North Carolina state district and superior court houses, such as court clerks' windows, courthouse bulletin boards, and courthouse front doors; and
- c. Defendant requests the North Carolina Administrative Office of the Courts and North Carolina Judicial Branch to inform all North Carolina district and superior court judges that the Revised Notice and Special Notice have been issued to the Future Revocation Class and Revoked Class, respectively.

ii. **Copies of notice:** Defendant agrees to issue Plaintiffs, through Class Counsel, a copy of this notice within seven days of its delivery to the North Carolina Administrative Office of the Courts and North Carolina Judicial Branch, and to issue Plaintiffs, through Class Counsel, copies of the North Carolina Administrative Office of the Courts' and North Carolina Judicial Branch's responses to this notice, if any, within seven days of their receipt.

g. **Certification of publications:** Within 30 days of the Court's entry of an order retaining limited jurisdiction to enforce this settlement and dismissing this case pursuant to Paragraph 18 below, Defendant agrees to provide Class Counsel with written certification that the DMV completed the publications, and the notices to AOC and the N.C. Judicial Branch, as set forth in subsections (a)-(e) above.

6. **Training of DMV staff:**

a. Within seven days of the Court's entry of an order retaining limited jurisdiction to enforce this settlement and dismissing this case pursuant to Paragraph 18 below, Defendant agrees to distribute the advisement of Section 20-24.1 rights—referenced in Paragraph 5(b)(i)—and this Settlement Agreement, including all attachments, to

all DMV staff, including staff who will implement and enforce the terms of the Agreement and respond to telephone calls on the DMV help desk line or in-person inquiries regarding driver's license revocations.

- b. Within 14 days of the Court's entry of an order retaining limited jurisdiction to enforce this settlement and dismissing this case pursuant to Paragraph 18 below, Defendant agrees to provide training to DMV staff on the contents and terms of the Agreement, including the attached Revised Notice and Special Notice. At least 7 days in advance of the training(s), Defendant will provide Class Counsel with any and all pre-recorded training(s), to permit Class Counsel to review and suggest edits to the training(s).

- 7. **Data Collection and Publication:** For the duration of the term of this Agreement, on a quarterly basis within a 12-month period (i.e., every three months) beginning from the District Court's entry of an order retaining limited jurisdiction to enforce this Agreement and dismissing this case, pursuant to Paragraph 18, the DMV shall collect, maintain, and make available to Class Counsel, via email, statistical data on the following:

- a. The total number of drivers to whom a Revised Notice was issued, by date and county;

- b. The total number of drivers to whom a Special Notice was issued, by date and county;
- c. The number of driver's license revocations for Failure to Pay that the DMV has stopped from going into effect indefinitely;
- d. The number of driver's license revocations for Failure to Pay that the DMV has lifted by date and county;
- e. The total number of driver's licenses that the DMV has revoked for Failure to Pay since the effective start date of this Agreement, by date and county;
- f. The number of Revised Notices and Special Notices that are returned to the DMV as undeliverable; and
- g. Upon Plaintiffs' request, any other data that is reasonably within Defendant's possession and that Plaintiffs, through Class Counsel, and Defendant consider relevant to monitoring driver's license revocations for non-payment in North Carolina.

8. The North Carolina Task Force for Racial Equality in Criminal Justice:

Defendant agrees to support and facilitate, through the provision of relevant data to the North Carolina Task Force for Racial Equality in Criminal Justice (the "Task Force") and related entities, the Task Force's efforts to issue and/or amend proposed the administrative rules and/or regulations promulgated under N.C. Gen. Stat. § 20-24.1 and/or to amend § 20-24.1, to

ensure that no person within the State of North Carolina has their driver's license revoked by the DMV solely because they are unable to pay fines, penalties, and costs, and that all motorists in North Carolina know about their rights to request a hearing and relief based on their inability to pay fines, penalties, before having their licenses revoked for failure to pay.

9. Mutual Releases Contingent on Retention of Jurisdiction:

- a. By Named Plaintiffs:** Except for any violations that arise from a breach of this Agreement, Plaintiffs and members of the Future Revocation and Revoked Classes, on their behalf and on behalf of their successors, heirs, and assigns, upon retention of limited enforcement jurisdiction by the District Court pursuant to Paragraph 18 below, hereby release, remiss, and forever discharge Defendant and his successors, heirs, and assigns from all claims, suits, actions, charges, demands, judgments, costs, and executions, that are equitable in any manner arising out of the above-captioned litigation.
- b. By Defendant:** Except for violations that arise from a breach of this Agreement, Defendant, on behalf his successors, heirs, and assigns and upon retention of limited enforcement jurisdiction by the District Court pursuant to Paragraph 18 below, hereby releases, remises, and forever discharges Named Plaintiffs and members of the Future Revocation and Revoked Classes from all claims, suits, actions,

charges, demands, judgments, costs, and executions, known or unknown, that are equitable in any manner arising out of the above-captioned litigation.

10. **Binding Effect of Agreement:** This Agreement is enforceable by, and binding upon, any one or more of the Parties, Plaintiff class members, and their respective successor and assigns, and no other individual or entity.
11. **Specific Performance:** The Parties agree that if any Party can establish that a Party did not comply with any term of this Agreement, the remedy should be specific performance.
12. **Counterparts:** This Agreement may be executed by the Parties in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. A photocopy, scanned, or facsimile copy of any signature on this Agreement shall be considered as valid as an original signature.
13. **Severability:** If any provision of this Agreement is held to be invalid or unenforceable, all remaining provisions will continue in full force and effect.
14. **Modifications to the Agreement:** This Agreement, including the attachments hereto, is the entire, final, and complete agreement of the Parties relating to the subject of this Agreement, and supersedes and replaces all prior or existing written and oral agreements between the Parties or their representatives relating thereto. No amendment or modification of this

Agreement shall be effective unless through a written agreement signed by all Parties hereto.

15. **Duration of the Agreement:** This Agreement shall remain in effect for five years from the date of the District Court's entry of an order retaining limited jurisdiction to enforce this settlement and dismissing this case.
16. **Fees and Costs:** Each Party shall be responsible for each party's own attorneys' fees and costs in connection with the Lawsuit. The Parties waive any claim for costs or fees, with the exception of fees associated with the enforcement or defense of this Agreement.
17. **Jurisdiction:** The Parties consent and stipulate to the District Court's retention of limited jurisdiction to enforce this Settlement Agreement for five years from the date of the Court's entry of an order retaining limited jurisdiction to enforce this Settlement Agreement and dismissing this case, upon the Parties joint motion referenced in Paragraph 18.
18. **Dismissal:** The Parties agree that the Named Plaintiffs shall file a motion to dismiss their appeal against Defendant in the U.S. Court of Appeals for the Fourth Circuit within seven days of the Parties' execution of this Settlement Agreement and that the Parties shall jointly move the District Court to retain limited jurisdiction for five years to enforce this Settlement Agreement and to dismiss this case under Fed. R. Civ. P. 41(a)(1)(A)(ii) within seven days of the Fourth Circuit's dismissal of the appeal. The District Court's retention

of jurisdiction to enforce this Agreement shall be a necessary precondition to its dismissal of this case in the District Court.

19. Stay of Revocation of Named Plaintiff and Future Revocation Class

Representative Seti Johnson's driver's license: Defendant agrees to stay the effective indefinite revocation of Named Plaintiff and Future Revocation Class Representative Seti Johnson's driver's license for non-payment under Section 20-24.1 until the Parties' execution of this Settlement Agreement.

20. Notices: Except as otherwise stated in this Agreement, any communications or notices to be provided to legal counsel for the Parties pursuant to this Agreement will be sent in writing via email and by mail, via commercial overnight delivery service, to the attention of the persons identified below (or as the signatories may subsequently direct in writing):

Class Counsel:

Defendant's Counsel:

MAILING ADDRESS:

The Southern Poverty Law Center
Attn: EJP Deputy Legal Director
Re *Johnson, et al. v. Goodwin*
Post Office Box 1287
Decatur, Georgia 30031

MAILING ADDRESS:

NC Department of Justice
Attn: Kathryne Hathcock
Motor Vehicles Section
Post Office Box 629
Raleigh North Carolina

EMAIL ADDRESS:

EJPSettlement@splcenter.org

EMAIL ADDRESS:

khathcock@ncdoj.gov

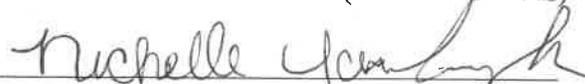
SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their own signature or by their duly authorized representatives.

NAMED PLAINTIFFS

Seti Johnson (Named Plaintiff) Date: _____

Marie Bonhomme-Dicks (Named Plaintiff) Date: _____


Nichelle Yarborough (Named Plaintiff) Date: 3/10/22

THE SOUTHERN POVERTY LAW CENTER

By: _____ Date: _____
Miriam Gutman
Alexandra Jordan
Kirsten Anderson
Counsel for Plaintiffs

AMERICAN CIVIL LIBERTIES UNION
FOUNDATION

By: _____ Date: _____
Amreeta Mathai
Counsel for Plaintiffs

SOUTHERN COALITION FOR SOCIAL
JUSTICE

By:  _____ Date: 3/22/22
Jeffrey Lopez
Counsel for Plaintiffs

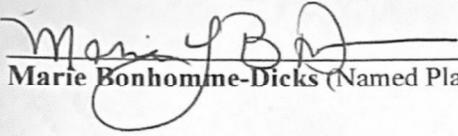
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SIGNATURES

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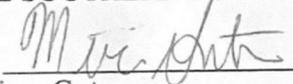
NAMED PLAINTIFFS

Seti Johnson (Named Plaintiff) Date: _____


Marie Bonhomme-Dicks (Named Plaintiff) Date: 3/10/2022

Nichelle Yarborough (Named Plaintiff) Date: _____

THE SOUTHERN POVERTY LAW CENTER

By:  _____ Date: 3/14/22
Miriam Gutman
Alexandra Jordan
Kirsten Anderson
Counsel for Plaintiffs

AMERICAN CIVIL LIBERTIES UNION
FOUNDATION

By: _____ Date: _____
Amreet Mathai
Counsel for Plaintiffs

SOUTHERN COALITION FOR SOCIAL
JUSTICE

By: _____ Date: _____
Jeffrey Loperfido
Counsel for Plaintiffs

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their own signature or by their duly authorized representatives.

NAMED PLAINTIFFS

Seti Johnson

Seti Johnson (Named Plaintiff)

Date: 03-23-22

Marie Bonhomme-Dicks (Named Plaintiff)

Date: _____

Nichelle Yarborough (Named Plaintiff)

Date: _____

THE SOUTHERN POVERTY LAW CENTER

By: _____
Miriam Gutman
Alexandra Jordan
Kirsten Anderson
Counsel for Plaintiffs

Date: _____

AMERICAN CIVIL LIBERTIES UNION
FOUNDATION

By: _____
Amreeta Mathai
Counsel for Plaintiffs

Date: _____

SOUTHERN COALITION FOR SOCIAL
JUSTICE

By: _____
Jeffrey Loperfido
Counsel for Plaintiffs

Date: _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

SIGNATURES

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their own signature or by their duly authorized representatives.

NAMED PLAINTIFFS

Seti Johnson (Named Plaintiff) Date: _____

Marie Bonhomme-Dicks (Named Plaintiff) Date: _____

Nichelle Yarborough (Named Plaintiff) Date: _____

THE SOUTHERN POVERTY LAW CENTER

By: _____ Date: _____
Miriam Gutman
Alexandra Jordan
Kirsten Anderson
Counsel for Plaintiffs

AMERICAN CIVIL LIBERTIES UNION
FOUNDATION

By: Amreeta Mathai Date: 3/17/22
Amreeta Mathai
Counsel for Plaintiffs

SOUTHERN COALITION FOR SOCIAL
JUSTICE

By: _____ Date: _____
Jeffrey Loperfido
Counsel for Plaintiffs

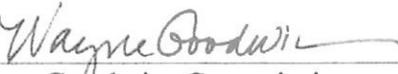
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AMERICAN CIVIL LIBERTIES UNION OF
NORTH CAROLINA LEGAL FOUNDATION

By: 
Kristi Graunke
Michele Delgado
Counsel for Plaintiffs

Date: 3-18-22

DEFENDANT WAYNE GOODWIN

By: 
Wayne Goodwin, Commissioner
N.C. Division of Motor Vehicles

Date: March 9, 2022

NC DEPARTMENT OF JUSTICE

By: 
Kathryne E. Hathcock
Counsel for Defendant

Date: 3-9-2022