

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

DEMOCRATIC NATIONAL COMMITTEE,
NEW JERSEY DEMOCRATIC STATE
COMMITTEE, VIRGINIA L.
PEGGINS, and LYNETTE MONROE,

Plaintiffs.

v.

REPUBLICAN NATIONAL COMMITTEE,
NEW JERSEY REPUBLICAN STATE
COMMITTEE, ALEX HURTADO,
RONALD C. KAUFMAN and JOHN A.
KELLY.

Defendants.

Civil Action No. 81-3876
Hon. Dickinson R. Debevoise

FILED

NOV 1 1982

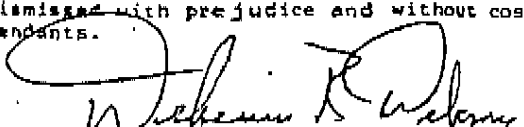
A.C. 5:00
L. J. 2. L. 1. 1. 1.
Clerk

CONSENT ORDER

This matter having been brought before the Court by Plaintiffs Democratic National Committee ("DNC"), New Jersey Democratic State Committee ("DSC"), Virginia L. Peggins and Lynette Monroe, and by Defendants Republican National Committee ("RNC"), New Jersey Republican State Committee ("RSC"), John A. Kelly, Ronald Kaufman and Alex Hurtado, for the entry of a Consent Order disposing of all claims which have been raised and which could have been raised by way of complaint, counterclaim or crossclaim in the above-entitled matter, and the parties having consented to the entry of this order, and the Court having found good cause, it is on this 1st day of November, 1982,

ORDERED that the annexed settlement agreement between certain plaintiffs and certain defendants, without any finding by this Court of, and without any admission of, liability or wrongdoing by them or by any other person or entity be, and the same hereby is adopted by this Court as its final order in the above-entitled matter; and it is

FURTHER ORDERED that, as a result of the amicable resolution of this matter, Plaintiffs' Amended Complaint be, and the same hereby is, dismissed with prejudice and without costs as against all named Defendants.


Dickinson R. Debevoise, U.S.D.J.

CONSENT AS TO FORM AND ENTRY:

SONOSKY, CHAMBERS, SACHS & GUIDO

BY [Signature]
Arnold Guido, Jr.

BAUMGART & GENOVA

BY [Signature]
Angelo J. Genova
Attorneys for Plaintiffs

SHANLEY & FISHER

BY [Signature]
Thomas F. Campion
Attorneys for Defendants
Alex Hurtado and Ronald C.
Kaufman

STERN, HERBERT & WEINROTH

BY [Signature]
Richard K. Weinroth
Attorneys for Defendant
Republican National Committee

STRYKER, TAMS & DILL

BY [Signature]
William J. Heller
Attorneys for Defendant
New Jersey Republican State
Committee

[Signature]
Philip D. Kaitenbacher
Chairman, Republican
State Committee

JOHN J. BARRY, ESQ.

[Signature]
Attorney for Defendant
John A. Kelly

SETTLEMENT AGREEMENT

WHEREAS, the Democratic National Committee ("DNC"), New Jersey Democratic State Committee ("DSC"), Virginia L. Peggins and Lynette Monroe, Plaintiffs, have instituted an action in the United States District Court for the District of New Jersey, Civil Action No. 81-3876, against the Republican National Committee ("RNC"), New Jersey Republican State Committee ("RSC"), John A. Kelly, Ronald Kaufman and Alex Mustado, Defendants; AND

WHEREAS, the parties wish to resolve amicably all matters raised or which could have been raised in the pleadings in the above-entitled matter,

NOW THEREFORE, in consideration of the foregoing, in consideration of the mutual covenants and conditions herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. The undersigned plaintiffs agree to consent to the entry of an order dismissing their Amended Complaint against all Defendants, without costs, with all parties bearing their own attorneys' fees.

2. The RNC and RSC (hereinafter collectively referred to as the "party committees") agree that they will in the future, in all states and territories of the United States:

(a) comply with all applicable state and federal laws protecting the rights of duly qualified citizens to vote for the candidate(s) of their choice;

(b) in the event that they produce or place any signs which are part of ballot security activities, cause said signs to disclose that they are authorized or sponsored by the party committees and any other committees participating with the party committees;

(c) refrain from giving any directions to or permitting their agents or employees to remove or deface any lawfully printed and placed campaign materials or signs;

(d) refrain from giving any directions to or permitting their employees to campaign within restricted polling areas or to interrogate prospective voters as to their qualifications to vote prior to their entry to a polling place;

(e) refrain from undertaking any ballot security activities in polling places or election districts where the racial or ethnic composition of such districts is a factor in the decision to conduct, or the actual conduct of, such activities there and where a purpose or significant effect of such activities

is to deter qualified voters from voting; and the conduct of such activities disproportionately in or directed toward districts that have a substantial proportion of racial or ethnic populations shall be considered relevant evidence of the existence of such a factor and purpose;

(f) refrain from attiring or equipping agents, employees or other persons or permitting their agents or employees to be attired or equipped in a manner which creates the appearance that the individuals are performing official or governmental functions, including, but not limited to, refraining from wearing public or private law enforcement or security guard uniforms, using armbands, or carrying or displaying guns or badges except as required by law or regulation, in connection with any ballot security activities; and

(g) refrain from having private personnel deputized as law enforcement personnel in connection with ballot security activities.

3. The party committees agree that they shall, as a first resort, use established statutory procedures for challenging unqualified voters.

4. This Settlement Agreement, and the terms of the Consent Order to be entered pursuant thereto, shall bind the DNC, DSC, RNC, and RSC, their agents, servants and employees, whether acting directly or indirectly through other party committees. It is expressly understood and agreed that the RNC and the RSC have no present right of control over other state party committees, county committees, or other national, state and local political organizations of the same party, and their agents, servants and employees.

5. The parties to this Settlement Agreement shall ask that the New Jersey legislature institute an examination of the provisions of the New Jersey Election Laws to determine whether the present laws are adequate to insure the integrity of the electoral process and the physical security of poll workers and their property in New Jersey.

6. All parties agree that they shall bear their own costs and attorneys' fees and further agree that they shall not seek to recover same in any action or proceeding instituted after the execution of this Settlement Agreement and the Consent Decree to be entered pursuant thereto. No party to this agreement shall undertake any further legal action arising out of events surrounding the November 1981 general election in the State of New Jersey or arising out of the filing of this lawsuit, except as specified in paragraph 7 below.

7. The undersigned Plaintiffs, as Releasees, for and in consideration of the mutual covenants and conditions hereof, and in further consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America to the Releasees in hand paid by all Defendants, the receipt of which is hereby acknowledged, have remised, released and forever discharged, and by these presents do remise, release and forever discharge the Defendants-Releasees of and from all obligations, causes of action, claims or demands, at law or in equity, which arose out of ballot security activities during the 1981 general election in New Jersey that Releasees asserted or could have asserted against the Releasees in Civil Action No. 81-3876 in the United States District Court for the District of New Jersey, provided that nothing in this agreement shall prevent plaintiffs from seeking relief, at law or equity, for a violation of the terms of this settlement agreement or the related consent order incorporating the terms hereof. More particularly, but not by way of limitation, the undersigned plaintiffs expressly agree to abandon and to waive all claims to monetary relief asserted or which could have been asserted against the defendants.

8. It is expressly understood and agreed that this Settlement Agreement, and the Consent Order incorporating the terms hereof, do not constitute any finding or admission of liability or wrongdoing by any defendant and do not constitute any finding or admission of merit or lack of merit to the allegations raised by the plaintiffs. This agreement is not an admission that any of the activities which the party committees have agreed not to undertake were undertaken by any of the party committees or by any party to this lawsuit or by any other person or entity. This agreement is not an admission of civil or criminal liability or responsibility on the part of any participant in it.

Dated November 1, 1982.

DEMOCRATIC NATIONAL COMMITTEE

REPUBLICAN NATIONAL COMMITTEE

By [Signature]

By [Signature]

By [Signature]

NEW JERSEY DEMOCRATIC STATE COMMITTEE

NEW JERSEY REPUBLICAN STATE COMMITTEE

By [Signature]

By [Signature]

[Signature]
Philip D. Kaltenbacher
Chairman, Republican
State Committee

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(a) comply with all applicable state and federal laws protecting the rights of duly qualified citizens to vote for the candidate(s) of their choice;

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is to deter qualified voters from voting; and the conduct of such activities disproportionately in or directed toward districts that have a substantial proportion of racial or ethnic populations shall be considered relevant evidence of the existence of such a factor and purpose;

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7. The undersigned Plaintiffs, as Releasors, for and in consideration of the mutual covenants and conditions hereof, and in further consideration of the sum of One Dollar (\$1.00), lawful money of the United States of America to the Releasors in hand paid by all Defendants, the receipt of which is hereby acknowledged, have remised, released and forever discharged, and by these presents do remise, release and forever discharge the Defendants-Releasees of and from all obligations, causes of action, claims or demands, at law or in equity, which arose out of ballot security activities during the 1981 general election in New Jersey that Releasors asserted or could have asserted against the Releasees in Civil Action No. 81-3876 in the United States District Court for the District of New Jersey, provided that nothing in this agreement shall prevent plaintiffs from seeking relief, at law or equity, for a violation of the terms of this settlement agreement or the related consent order incorporating the terms hereof. More particularly, but not by way of limitation, the undersigned plaintiffs expressly agree to abandon and to waive all claims to monetary relief asserted or which could have been asserted against the defendants.

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275 Dated November 1, 1982.

DEMOCRATIC NATIONAL COMMITTEE

REPUBLICAN NATIONAL COMMITTEE

By [Signature]
By [Signature]

By [Signature]

NEW JERSEY DEMOCRATIC STATE COMMITTEE

NEW JERSEY REPUBLICAN STATE COMMITTEE

By [Signature]

By [Signature]

Philip D. Kaltenbacher
Chairman, Republican
State Committee