

SETTLEMENT AGREEMENT

Plaintiffs Migrant Justice, Jose Enrique Balcazar Sanchez, Zully Palacios Rodriguez, and Jose Victor Garcia Diaz (“Plaintiffs”) and Defendant Wanda Minoli, in her official capacity as Commissioner of the Vermont Department of Motor Vehicles (“DMV”), (collectively the “Parties”) hereby agree as follows:

1. **Consideration**: In consideration for the changes to policies and practices set forth below, along with monitoring and the payment of attorneys’ fees as set forth herein, Plaintiffs agree to the full and complete settlement of all claims that were asserted or could have been asserted against DMV in the action captioned *Migrant Justice, et al. v. McAleenan, et al.*, Civil Action No. 5:18-cv-192 in the U.S. District Court for the District of Vermont.
2. **Effective Date**: This Agreement will be effective on the day of the execution of this Agreement by the last Party to sign the Agreement. The time to complete the actions to be taken under this Agreement shall be governed by Exhibit A to this Agreement.
3. **Releases and Stipulation of Dismissal**: Concurrent with the execution of the Settlement Agreement, Plaintiffs shall execute Releases of their claims in favor of the State of Vermont in the form attached as Exhibit B. Plaintiffs’ counsel shall file a Stipulation of Dismissal in the form attached as Exhibit C within five days after the Effective Date.
4. **Information Sharing With ICE, CBP and DHS**: DMV will share information with Immigration and Customs Enforcement (“ICE”), Customs and Border Protection (“CBP”) and the Department of Homeland Security (“DHS”) only in accordance with the following terms:

A: Information not relating to citizenship or immigration status:

1. All DMV staff will be directed to refer all inquiries from ICE/CBP/DHS requesting information about an individual not relating to citizenship or immigration status to DMV's law enforcement division ("Enforcement Division").
2. DMV will impose a business protocol that requires adherence to the State's current Fair and Impartial Policing ("FIP") policy by requiring a form be filled out by ICE/CBP/DHS under penalty of perjury for agency assists requesting information about an individual not relating to citizenship or immigration status. In this Agreement, the term "agency assists" means: a request from ICE/CBP/DHS to the Enforcement Division requesting information. This business protocol will apply to all individuals in the Enforcement Division, including civilians.
3. In response to an agency assist request from ICE/CBP/DHS for information about an individual not relating to immigration/citizenship status, the Enforcement Division will not share the information with ICE/CBP/DHS unless there is justification on the grounds of (i) public safety, (ii) officer safety, or (iii) law enforcement needs that are not related to the enforcement of federal civil immigration law.
4. DMV will develop a standard form for purposes of documenting an agency assist from ICE/CBP/DHS requesting information that is not related to citizenship or immigration status. The person or entity requesting the information must sign the document and certify under penalty of perjury that the documents or information are necessary on the grounds of (i) public safety, (ii) officer safety, or (iii) law enforcement needs that are not related to the enforcement of federal civil immigration law. The form will state that the requestor must provide specific and articulable facts

setting forth the requestor's rationale for why he or she believes there are reasonable grounds to believe that the specific information requested is relevant and material to a public safety need, officer safety need, or law enforcement need not related to civil federal immigration enforcement, and will include a field for this purpose.

5. Each agency assist form will include, at minimum: (1) the name and agency of the officer making the request and/or receiving the information; (2) the name of the individual about whom the information was requested and/or shared; (3) the documents or information requested and/or shared; (4) the name of the DMV employee(s) processing the request and/or sharing the information; and (5) the dates of the request and/or disclosure, if any.

6. DMV will retain copies of the forms referenced in Paragraph 4(A)(4) for three years.

B. Information relating to citizenship or immigration status:

1. DMV staff will be directed to refer all inquiries from ICE/CBP/DHS requesting information about an individual relating to citizenship or immigration status to the Enforcement Division.

2. DMV will impose a business protocol that requires the Enforcement Division to develop and maintain a form, which must be completed by the Enforcement Division, documenting the following for each instance of receiving a request for information about an individual relating to citizenship or immigration status from ICE, CBP, or DHS: (a) the name and agency of the officer making the request and/or receiving the information; (b) the name of the individual about whom the information was requested and/or shared; (c) the documents or information requested and/or shared;

(d) the name of the Enforcement Division employee processing the request and/or sharing the information; (e) the date of the request and/or disclosure, if any.

3. DMV will retain copies of the forms referenced in Paragraph 4(B)(2) for three years.

C. Status of Application: To the extent an individual checks a box opting out of his/her right to register to vote through the Driver Privilege or Non-Driver Privilege Card application, the application will not be considered a document related to citizenship or immigration status. To the extent an application includes information in response to motor-voter questions, the application will be considered a document related to citizenship or immigration status.

D. Compliance with Information Sharing Requirements: DMV will refer employees who violate the business protocols referred to in Paragraphs 4(A) and (B) to the Department of Human Resources or Internal Affairs for potential discipline. Such discipline will be in accordance with the applicable collective bargaining agreement.

5. DPC/NDPC Application Process: The following terms shall govern the Driver's Privilege Card ("DPC") and Non-Driver Privilege Card (NDPC") application process:

A. Copies: DMV will stop making copies of documents submitted to obtain a DPC/NDPC, with the following caveat: if a DPC/NDPC applicant provides a social security card or other identity document (not residency document) that is suspected to be fraudulent, a copy will be made and an investigation will occur.

B. Proof of Residency: Consistent with 23 V.S.A. § 603(e)(3), DMV will accept as proof of Vermont residency two pieces of mail received by the applicant with the applicant's current name and residential Vermont address. To the extent an applicant

is a minor or is over 18 but resides with others, a parent, legal guardian, homeowner, or leaseholder may complete a Vermont Residency Certification, with appropriate documents. A utility bill listing the service address is one such document.

- C. No Proof of Identity or Residency: If a DPC/NDPC applicant does not have appropriate proof of identity or Vermont residency, the applicant will be advised that the documents provided do not meet DMV standards and the documents will be returned to the individual. As set forth in Paragraph 5(A), if an employee suspects an identity document (not residency document) is fraudulent, the document will be copied, and an investigation will commence.
- D. No Replacement DPCs/NDPCs: The Parties acknowledge that, because documents will not be retained, DMV will have no ability to issue replacement DPCs/NDPCs on an emergency basis to any DPC/NDPC holder.
- E. FEPA Litigation: If the State is subject to litigation under the Fair Employment Practices Act (FEPA) as a result of turning people away because they had insufficient identity or residency documents, the Parties will re-open this Agreement and conduct good faith negotiations on amendments warranted by the litigation.
- F. Modification of Website and Forms: Within 120 days of the Effective Date, DMV will modify the website and application forms in accordance with this Agreement. DMV will provide drafts to Migrant Justice and its counsel, ACLU-VT (“ACLU”), within 60 days of the Effective Date. Migrant Justice and ACLU will provide any suggested changes to the documents within 15 days of receipt of the drafts. DMV will consider in good faith suggestions for the website and application forms from Migrant Justice and ACLU. Migrant Justice and ACLU will provide a single point of

contact for all website and application form suggestions. DMV will send out a destruction order to third parties that maintain and distribute application forms, but cannot confirm compliance by third parties, including local police departments and town clerk's offices.

6. **Destruction of Documents Previously Copied and Retained**: DMV will destroy documents previously retained and copied in connection with applications for DPCs and NDPCs as follows:

- A. **Documents Provided At Least Three Years Prior to Submission of List**: Within 90 days of the Effective Date, Migrant Justice will provide DMV with a list of up to 200 individuals, with driver identification number, who applied for a DPC/NDPC at least three years prior to the submission of the list. DMV will destroy the documents provided by these individuals during the application process, which had been retained by DMV in accordance with its document retention policy. DMV will destroy the documents as soon as practicable, but in no event later than 180 days after receiving the list.
- B. **Documents Provided Prior to December 31, 2017**: On or before January 1, 2021, Migrant Justice will provide DMV with a list of up to 75 individuals, with driver identification number, who applied for a DPC/NDPC prior to December 31, 2017. DMV will destroy copies of the documents provided by these individuals during the application process, which had been retained by DMV in accordance with its document retention policy. DMV will destroy the documents as soon as practicable, but in no event later than 90 days after receiving the list.

- C. Documents Provided Prior to December 31, 2018: On or before January 1, 2022, Migrant Justice will provide DMV with a list of up to 75 individuals, with driver identification number, who applied for a DPC/NDPC prior to December 31, 2018. DMV will destroy copies of the documents provided by these individuals during the application process, which had been retained by DMV in accordance with its document retention policy. DMV will destroy the documents as soon as practicable, but in no event later than 90 days after receiving the list.
- D. Documents Provided At Least Three Years Prior to Execution Date: On or before January 15, 2023, Migrant Justice will provide DMV with a list of up to 75 individuals, with driver identification number, who applied for a DPC/NDPC prior to January 15, 2020. DMV will destroy copies of the documents provided by these individuals during the application process, which had been retained by DMV in accordance with its document retention policy. DMV will destroy the documents as soon as practicable, but in no event later than 90 days after receiving the list.
- E. Improperly Copied Documents: If documents are copied contrary to the provisions of Paragraph 5(A), DMV will destroy them on the first possible date, in accordance with its document retention policy.
- F. Proof of Consent: Migrant Justice shall retain documentation demonstrating that the individuals identified on the lists referenced in Paragraph 6(A) through (D) have consented to the destruction of documents provided by those individuals during the application process. Migrant Justice will provide DMV with proof of consent upon request.

- G. No Destruction of Application: The Parties acknowledge that an application cannot be destroyed, as it is required for renewals and law enforcement purposes unrelated to immigration.
- H. Redaction of Personally Identifiable Information: The communications from Migrant Justice referenced in Paragraph 6(A) through (D) will contain personally identifiable information and will be redacted after destruction of the documents and completion of the audit process. Prior to redaction, the communications will be retained solely by the DMV Commissioner. If the communications are released in response to a Public Records Act request, the communications shall be redacted prior to their release to remove personally identifiable information.
- I. Cost Incurred to Destroy: The costs incurred to destroy the documents shall be paid for from the attorneys' fees described in Paragraph 10.

7. **Training**: DMV will provide the following trainings:

- A. Training for Enforcement Division: DMV will ensure that its law enforcement employees (including civilians in the Enforcement Division) receive training on the FIP policy separate from and in addition to any FIP training provided to all Vermont law enforcement officers. DMV law enforcement employees will also receive annual, web-based refresher trainings on the FIP policy. New employees will receive these trainings as part of their initial on-boarding process within six months. Current employees will receive these trainings within six months of the date of this Agreement. Current DMV law enforcement employees will also receive training on policy and procedure changes resulting from this Agreement within six months after the new applications are finalized. New employees will receive these trainings as part

of their initial on-boarding process within six months. Training will be implemented through written materials and direct interaction with employee supervisors. The third-party auditor required in Paragraph 9 under this Agreement will attend a mock policy-procedure changes training.

- B. Training for Counter Staff and Managers: DMV will ensure that its counter staff and managers receive training on policies and procedures for processing DPC/NDPC applications and policy and procedure changes resulting from this Agreement within six months after the new applications are finalized. The DPC/NDPC training will include the following elements: immigration status is not relevant to a DPC/NDPC application and employees should not make unnecessary reference to it; DMV employees processing DPC/NDPC applications may neither request nor record any information about the applicant's citizenship or immigration status, other than requesting the documents necessary to validate applicant eligibility. New employees will receive these trainings either as part of their initial on-boarding process or on the job training prior to issuing DPCs/NDPCs on their own. Training will be implemented through written materials and direct interaction with employee supervisors. The third-party auditor required in Paragraph 9 under this Agreement will attend a mock policy and procedure-changes training.
- C. Written Materials for Trainings: DMV will provide ACLU and Migrant Justice the written materials specified in Paragraphs 7(A) and (B) and will consider in good faith their feedback. DMV will share the final written materials with Migrant Justice.
- D. Implicit Bias and Cultural Competency Training: All permanent DMV employees will receive training on implicit bias and cultural competency. New employees will

receive these trainings either as part of their initial on-boarding process within 6 months, or on the job training prior to issuing DPCs/NDPCs on their own. Current employees will receive web-based refresher trainings within six months of the date of this Agreement. DMV will provide ACLU and Migrant Justice with the curriculum used by the Agency of Transportation (“AOT”) for agency-wide training in implicit bias and cultural competency.

- E. Notice of Completion of Training: Within seven months after the new applications are finalized, DMV will provide a letter to Migrant Justice and ACLU advising that all current employees have received the trainings set forth in Paragraph 7(A), (B), and (D).
- F. DMV Procedure Manual: All new or amended policies or procedures resulting from this Agreement will be incorporated into the DMV procedure manual (on-line for access by DMV employees). Any new or amended policies or procedures resulting from this Agreement will be shared with ACLU and Migrant Justice.
- G. Costs for Trainings: Costs for these trainings will be paid for from the attorneys’ fees specified in Paragraph 10 of this Agreement until those funds are exhausted, after which time DMV will be responsible for funding these trainings.

8. Language Access: DMV will highlight existing language access services and enhance its services as follows:

- A. Interpreters: Currently, individuals may bring interpreters with them to assist in the completion of DPC/NDPC forms. DMV will make currently available telephonic interpretation services more visible/accessible. DMV will allow interpreters to be

present and used during on-road driving examinations in accordance with Act 60 of 2019.

- B. Translated Forms: Migrant Justice will provide DMV with translated Spanish-language versions of the following, which will be made available on the DMV website: DPC Document Checklist, License Application, Lost/Replacement License Application, Non-Driver ID Application.
- C. Information Sheet: DMV will draft an information sheet or FAQ identifying the documents necessary to obtain a DPC/NDPC and forward to Migrant Justice for comment prior to finalizing. This form will be available online and in paper at DMV's operations centers.
- D. Frontline Staff: DMV will consider expanding access to multilingual frontline staff.

9. **Auditing Compliance with Agreement**: DMV will contract with Karen Richards, Esq., to act as a third-party auditor to review compliance with the terms of this Agreement for eighteen months in accordance with the following:

- A. Driver's Privacy Protection Agreement: The Auditor must sign a Driver's Privacy Protection Agreement providing that she will not share personally identifiable information with any party except as provided in the Agreement.
- B. Notice of Changes: Within 30 days of the last deadline established in this Agreement, with the exception of dates related to the destruction of documents, DMV will provide Migrant Justice and ACLU with a letter indicating it has made all changes required by this Agreement to, and provide copies of, DMV policies, procedures, web pages, and application forms.

- C. Reports: Within 60 days of the letter required by Paragraph 9(B) and on a quarterly basis thereafter, the auditor will provide reports to DMV, Migrant Justice, and ACLU evaluating whether:
1. All completed forms described in Paragraph 4(A)(4) contain: the name and agency of the officer making the request and/or receiving the information; the name of the individual about whom the information was requested and/or shared; the documents or information requested and/or shared; the name of the DMV employee(s) processing the request and/or sharing the information; and the dates of the request and/or disclosure, if any. Further, agency assist requests from ICE/CBP/DHS after the date of this Agreement about an individual not relating to citizenship or immigration status are in writing; are signed by the requestor; contain specific and articulable facts; and are certified under penalty of perjury.
 2. All completed forms described in Paragraph 4(B)(2) contain: the name and agency of the officer making the request and/or receiving the information; the name of the individual about whom the information was requested and/or shared; the documents or information requested and/or shared; the name of the Enforcement Division employee processing the request and/or sharing the information; the date of the request; and the disclosure made, if any.
 3. Based upon a random sampling of 25 of the applications for DPCs/NDPCs that do not contain Social Security Numbers and were submitted at least 30 days after the letter required by Paragraph 9(B), whether supporting documents are retained and whether notations are made on the application indicating immigration or citizenship status.

4. Based upon a random sampling of 25 employee training files updated after the Effective Date of this Agreement, whether the trainings required by Paragraph 7 have been provided and provided on a timely basis.

5. Based upon a sampling of 10 names and their driver identification number provided to the auditor by Migrant Justice, whether documents were destroyed as required by Paragraph 6(A) through (D).

D. Cooperation with Auditor: DMV will in good faith make relevant documents and individuals available to the auditor.

E. Extension of Review: The review by the auditor will be extended in six month increments if the auditor determines that, in the prior six months, DMV was not in substantial compliance with the terms set forth in Paragraph 9(C)(1)-(5) of this Agreement but for no more than three years total.

10. Costs and Attorneys' Fees: DMV will make a payment of attorneys' fees of \$100,000, with (1) \$80,000 of these funds to be held by DMV and used for the retention of necessary consultants, temporary employees and trainers to fulfill the obligations of this Agreement (any unused excess shall revert to DMV) and (2) payment up to \$20,000 to be paid to Migrant Justice to fulfill its obligations under this Agreement.

11. Mediation Costs: DMV shall pay the full cost of mediation incurred by Michael Marks, Esq. for mediation services provided in this matter.

12. Discovery: DMV will cooperate in good faith with non-party subpoenas and deposition notices issued by Plaintiffs in this case.

13. **Refresher Trainings**: DMV will promptly provide refresher trainings to employees found to have violated the terms of this Agreement.

14. **Arbitration**: The Parties agree to engage in binding arbitration to resolve any dispute regarding an alleged breach of this Agreement after a period for notice and cure. Specifically, if either Party believes the other is in breach of this agreement, the Party shall provide notice to the other Party, in writing. To the extent necessary, the Parties will meet and confer regarding any alleged breach. The Party to whom notice is sent shall respond in writing within 30 days indicating that it will modify its behavior to cure the alleged breach or indicating that it does not believe a breach has occurred. In response, the alleging Party will advise that it concurs with the response or invoke the right to seek immediate binding arbitration within 30 days. The Parties shall choose an arbitrator from the list attached hereto as Exhibit D within ten days of a party invoking the right to arbitration. In the event the Parties cannot agree on which arbitrator listed on Exhibit D shall be chosen, the Parties shall pick at random an arbitrator from the list. In the event that none of the listed arbitrators is able to arbitrate the matter, the Parties will negotiate in good faith to identify an alternate. The arbitration shall be conducted under the authority of the Vermont Arbitration Act. Once selected, the arbitrator shall promptly hold a conference with the Parties to schedule a hearing and resolve any preliminary or procedural issues, and schedule proceedings to promptly resolve the dispute. The arbitrator shall issue a reasoned decision. The arbitration shall be a public proceeding, and the arbitration decision shall be public.

15. **Further Consultation**:

- A. **Relevant Decision by Second Circuit Court of Appeals or United States Supreme Court**: DMV will consult in good faith with Migrant Justice and ACLU regarding how any relevant decision from the United States Court of Appeals for the Second

Circuit or the United States Supreme Court affects the terms of this Agreement. If 8 U.S.C. § 1373 is held unconstitutional by the U.S. Supreme Court, or there is a final binding decision by the Second Circuit Court of Appeals holding that 8 U.S.C. § 1373 is unconstitutional, all information sharing with ICE/CBP/DHS will be subject to the requirements for written request and certification outlined in Paragraph 4(A).

B. Potential Changes in FIP Policy: The Office of Attorney General will consult with Migrant Justice on potential changes in the FIP policy that may impact this Agreement. If changes are made to the FIP policy, DMV is obligated to comply with the FIP policy as an agency of the State. Unless prohibited by law or court order or the explicit terms of a new FIP policy, DMV will continue to comply with Paragraph 4(A)'s requirements, except by written agreement with Migrant Justice.

16. No Admission of Liability: This Settlement Agreement is an accord and satisfaction and resolution of all disputed claims to avoid litigation and is not an admission of liability by the Parties.

17. Entire Agreement: This Settlement Agreement sets forth all terms of the Parties' understanding. All prior understandings and discussions are merged into this Settlement Agreement.

18. Amendment: The Settlement Agreement may not be amended, modified or waived, except by written agreement of the Parties.

19. Execution: The Settlement Agreement may be executed in counterparts.

20. Choice of Law: This Settlement Agreement will be interpreted in accordance with the laws of the State of Vermont.

21. **Authorship:** This Agreement has been authored by both Parties and the Parties acknowledge that a provision may not be interpreted in favor of or against any Party based upon authorship of this Agreement.

22. **Severability:** If any provision of this Agreement shall be declared by any court of competent jurisdiction to be illegal, void or unenforceable, the other provisions of the Agreement shall remain in full force and effect.

23. **Notice:** Notice to ACLU pursuant to this Agreement will be provided to: Lia Ernst at lernst@acluvt.org. Notice to Migrant Justice pursuant to this Agreement will be provided to: Will Lambek at info@migrantjustice.net. Notice to DMV will be provided to the Commissioner of DMV at 120 State Street, Montpelier, Vermont 05603 or any new location for the office of the Commissioner of DMV. The Parties must provide notice of any changes to the contact information.

Wanda Minoli, Commissioner for Vermont
Department of Motor Vehicles

Dated: _____

STATE OF VERMONT, COUNTY OF _____

On this _____ day of _____, before me personally appeared Wanda Minoli, known to me (or satisfactorily proven) to be the person whose name was subscribed to this Agreement and acknowledged that she executed the same for the purposes therein contained as her free act and deed.

Notary Public: _____

License No. _____

My commission expires: _____

Thelma Gomez, on behalf of Migrant Justice

Dated: _____

STATE OF VERMONT, COUNTY OF _____

On this _____ day of _____, before me personally appeared Thelma Gomez, known to me (or satisfactorily proven) to be the person whose name was subscribed to this Agreement and acknowledged that she executed the same for the purposes therein contained as her free act and deed.

Notary Public: _____

License No. _____

My commission expires: _____

Jose Enrique Balcazar Sanchez

Dated: _____

STATE OF VERMONT, COUNTY OF _____

On this _____ day of _____, before me personally appeared Jose Enrique Balcazar Sanchez, known to me (or satisfactorily proven) to be the person whose name was subscribed to this Agreement and acknowledged that he executed the same for the purposes therein contained as his free act and deed.

Notary Public: _____

License No. _____

My commission expires: _____

Zully Palacios Rodriguez

Dated: _____

STATE OF VERMONT, COUNTY OF _____

On this _____ day of _____, before me personally appeared Zully Palacios Rodriguez known to me (or satisfactorily proven) to be the person whose name was subscribed to this Agreement and acknowledged that she executed the same for the purposes therein contained as her free act and deed.

Notary Public: _____
License No. _____
My commission expires: _____

Victor Garcia Diaz

Dated: _____

STATE OF VERMONT, COUNTY OF _____

On this _____ day of _____, before me personally appeared Victor Garcia Diaz known to me (or satisfactorily proven) to be the person whose name was subscribed to this Agreement and acknowledged that he executed the same for the purposes therein contained as his free act and deed.

Notary Public: _____

License No. _____

My commission expires: _____

Approved as to form:

Lia Ernst
ACLU-VT
Counsel for Plaintiffs

Dated: _____

Kate Gallagher, AAG
Attorney General's Office
State of Vermont
Counsel for the State of Vermont Department of Motor Vehicles

Dated: _____

Exhibit A

DATES FOR COMPLETION¹

January 15, 2020	Date of Execution
January 20, 2020	File Stipulation of Dismissal
March 15, 2020	Drafts of modifications to website and forms sent to Migrant Justice including FAQ (60 days post Effective Date)
March 30, 2020	Suggestions on form provided by Migrant Justice/ACLU (15 days post drafts sent)
April 14, 2020	Migrant Justice provides list of 200 individuals who applied for a DPC or NDPC at least three years prior to submission of the list for document destruction
May 14, 2020	Modification of Website and Forms (120 days post Effective Date)
July 15, 2020	Training to Enforcement Division on FIP complete (6 months of Effective Date); web-based refresher training to current employees on implicit bias and cultural competency
TBD	Auditor to attend mock policy and procedure training
TBD	Destruction of documents for individuals identified in list provided on April 14, 2020 complete (180 days from receipt of 2016 list—approximately October 14, 2020)
Six Months post new applications	Training to Enforcement Division/Counter Staff and Managers on policy and procedure changes completed (approximately November 15, 2020)
TBD	Letter to Migrant Justice that all trainings are done (7 months after applications final—approximately December 15, 2020)
January 1, 2021	Last day for Migrant Justice to provide list of individuals who applied pre-Dec. 31, 2017 for document destruction
January 14, 2021	Letter to Migrant Justice and ACLU that all changes made and provide them with copies of policies, procedures, etc. (30 days after last deadline established by Agreement)
TBD	First report from auditor (60 days after letter notifying of completion—approximately March 15, 2021)

¹ If a date falls on a Saturday, Sunday or holiday, the time to complete the task will be on the next business day.

TBD	Destruction of pre-December 31, 2017 documents complete (approximately beginning of April 2021)
TBD	Second report from auditor (90 days post first report—approximately June 2021)
TBD	Third report from auditor (90 days post second report—approximately September 2021)
TBD	Fourth report from auditor (90 days post third report—approximately December 2021)
January 1, 2022	Last day for Migrant Justice to provide list of individuals who applied pre-Dec. 31, 2018 for document destruction
TBD	Fifth report from auditor (90 days post fourth report—approximately March 2022)
TBD	Destruction of pre-December 31, 2018 documents complete (approximately beginning of April 2022)
TBD	Sixth report from auditor (90 days post fifth report—approximately June 2022)
September 2022	Final report from Auditor; completion of Auditing or Extension by Auditor (18 months from first report)
January 15, 2023	Last day for Migrant Justice to provide list for individuals who applied prior to January 15, 2020 for document destruction
TBD	Destruction of pre-January 15, 2020 documents complete (approximately April 2023)

Exhibit B

RELEASE

MIGRANT JUSTICE (“Releasor”), in consideration of changes to policies and practices of the Vermont Department of Motor Vehicles (“DMV”) and the payment of attorneys’ fees and costs as set forth in the Settlement Agreement executed by WANDA MINOLI, in her official capacity as Commissioner of DMV, does hereby remise, release and forever discharge, and by these presents does for its current or former employees, officers, directors, agents, contractors, adjusters, attorneys, representatives, members, heirs, executors, administrators, successors and assigns remise, release and forever discharge the State of Vermont and its current or former employees, officers, directors, agents, contractors, adjusters, attorneys, representatives, members, heirs, executors, administrators, successors and assigns (“Releasees”), of and from any and all manner of action and actions, cause and causes of action, suits, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which Releasor ever had, now have, or which its administrators, successors and assigns hereafter can, shall, or may have against the Releasees, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the day of the date of this Release on account of all claims asserted in the following case: *Migrant Justice, et al. v. McAleenan, et al.*, Civil Action No. 5:18-cv-192 (“Lawsuit”), and all claims that are known or could have been discovered with a reasonable investigation, except that this Release shall not release the right to make claims for conduct occurring after the date of the Release or the right to enforce the Settlement Agreement resolving the claims asserted in the Lawsuit.

Releasor acknowledges that it has had ample time to consult with its attorneys and others prior to signing this release, that the representative executing this Release is competent to sign this release on behalf of Migrant Justice and does so voluntarily and without duress.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____, 2020.

By: _____
THELMA GOMEZ

On this ____ day of _____, 2020, before me personally appeared Thelma Gomez, known to me (or satisfactorily proven) to be the person whose name was subscribed to the foregoing Release and acknowledged that she executed the same for the purposes therein contained as her free act and deed.

Notary Public
License No. _____
My Commission expires: _____

RELEASE

JOSE ENRIQUE BALCAZAR (“Releasor”), in consideration of changes to policies and practice of the Vermont Department of Motor Vehicles (“DMV) and the payment of attorneys’ fees and costs as set forth in the Settlement Agreement executed by WANDA MINOLI, in her official capacity as Commissioner of DMV, does hereby remise, release and forever discharge, and by these presents do for his children, heirs, executors, administrators, successors and assigns remise, release and forever discharge the State of Vermont and its current or former employees, officers, directors, agents, contractors, adjusters, attorneys, representatives, members, heirs, executors, administrators, successors and assigns (“Releasees”), of and from any and all manner of action and actions, cause and causes of action, suits, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which Releasors ever had, now have, or which their children, heirs, executors, administrators, successors and assigns hereafter can, shall, or may have against the Releasees, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the day of the date of this Release and particularly including, but without in any manner limiting the foregoing, on account of any claim that was or could have been asserted in the following case: *Migrant Justice, et al. v. McAleen, et al.*, Civil Action No. 5:18-cv-192 (“Lawsuit”), except that this Release shall not release claims in connection with the right to any public benefits or tax refunds or the right to enforce the Settlement Agreement resolving the claims asserted in the Lawsuit.

Releasor acknowledges that he has had ample time to consult with his attorneys and others prior to signing this release, is competent to sign this release, and does so voluntarily and without duress.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ___ day of _____, 2019

By: _____

JOSE ENRIQUE BALCAZAR

On this ___ day of _____, 2019, before me personally appeared Jose Enrique Balcazar, known to me (or satisfactorily proven) to be the person whose name was subscribed to the foregoing Release and acknowledged that he executed the same for the purposes therein contained as his free act and deed.

Notary Public

My Commission expires: _____

RELEASE

ZULLY PALACIOS RODRIGUEZ (“Releasor”), in consideration of changes to policies and practices of the Vermont Department of Motor Vehicles (“DMV”) and the payment of attorneys’ fees and costs as set forth in the Settlement Agreement executed by WANDA MINOLI, in her official capacity as Commissioner of DMV, does hereby remise, release and forever discharge, and by these presents do for her children, heirs, executors, administrators, successors and assigns remise, release and forever discharge the State of Vermont and its current or former employees, officers, directors, agents, contractors, adjusters, attorneys, representatives, members, heirs, executors, administrators, successors and assigns (“Releasees”), of and from any and all manner of action and actions, cause and causes of action, suits, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which Releasor ever had, now have, or which her children, heirs, executors, administrators, successors and assigns hereafter can, shall, or may have against the Releasees, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the day of the date of this Release on account of all claims asserted in the following case: *Migrant Justice, et al. v. McAleenan, et al.*, Civil Action No. 5:18-cv-192 (“Lawsuit”), and all claims that are known or could have been discovered with a reasonable investigation, except that this Release shall not release the right to make claims for conduct occurring after the date of the Release, the right to make claims in connection with the right to any public benefits or tax refunds, or the right to enforce the Settlement Agreement resolving the claims asserted in the Lawsuit.

Releasor acknowledges that she has had ample time to consult with her attorneys and others prior to signing this release, is competent to sign this release, and does so voluntarily and without duress.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____,
2020.

By: _____
ZULLY PALACIOS RODRIGUEZ

On this ____ day of _____, 2020, before me personally appeared Zully Palacios Rodriguez, known to me (or satisfactorily proven) to be the person whose name was subscribed to the foregoing Release and acknowledged that she executed the same for the purposes therein contained as her free act and deed.

Notary Public
License No. _____
My Commission expires: _____

RELEASE

JOSE VICTOR GARCIA DIAZ (“Releasor”), in consideration of changes to policies and practices of the Vermont Department of Motor Vehicles (“DMV”) and the payment of attorneys’ fees and costs as set forth in the Settlement Agreement executed by WANDA MINOLI, in her official capacity as Commissioner of DMV, does hereby remise, release and forever discharge, and by these presents do for his children, heirs, executors, administrators, successors and assigns remise, release and forever discharge the State of Vermont and its current or former employees, officers, directors, agents, contractors, adjusters, attorneys, representatives, members, heirs, executors, administrators, successors and assigns (“Releasees”), of and from any and all manner of action and actions, cause and causes of action, suits, debts, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which Releasor ever had, now have, or which his children, heirs, executors, administrators, successors and assigns hereafter can, shall, or may have against the Releasees, upon, or by reason of any matter, cause, or thing whatsoever, from the beginning of the world to the day of the date of this Release on account of all claims asserted in the following case: *Migrant Justice, et al. v. McAleenan, et al.*, Civil Action No. 5:18-cv-192 (“Lawsuit”), and all claims that are known or could have been discovered with a reasonable investigation, except that this Release shall not release the right to make claims for conduct occurring after the date of the Release, the right to make claims in connection with the right to any public benefits or tax refunds, or the right to enforce the Settlement Agreement resolving the claims asserted in the Lawsuit.

Releasor acknowledges that he has had ample time to consult with his attorneys and others prior to signing this release, is competent to sign this release, and does so voluntarily and without duress.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this ____ day of _____,
2020.

By: _____

JOSE VICTOR GARCIA DIAZ

On this ____ day of _____, 2019, before me personally appeared Jose Victor Garcia Diaz, known to me (or satisfactorily proven) to be the person whose name was subscribed to the foregoing Release and acknowledged that he executed the same for the purposes therein contained as his free act and deed.

Notary Public

License No. _____

My Commission expires: _____

Exhibit C

DATED at Montpelier, Vermont this ____ day of January 2020.

ACLU FOUNDATION OF VERMONT

By: Lia Ernst, Esq.
Lia Ernst, Esq.
ACLU Foundation of Vermont
P.O. Box 277
Montpelier, VT 05601
(802) 223-6304
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Counsel for Plaintiffs Migrant Justice, Jose
Enrique Balcazar Sanchez, Zully Palacios
Rodriguez, and Jose Victor Garcia Diaz

Exhibit D

Potential Arbitrators

James Spink, Esq.
Sheehey Furlong & Behm, PC
30 Main Street
6th Floor
Burlington, VT 05402

Potter Stewart, Jr., Esq.
Potter Stewart Jr. Mediation & Arbitration Services
1029 Black Mountain Road
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Leo Bisson, Esq.
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