

Settlement Agreement and Release

This Settlement Agreement and Release (“Agreement”) is made and entered into by and between Neighbor to Neighbor, Inc. (“Plaintiff”); and the State of Indiana and the Commissioner of the Indiana Bureau of Motor Vehicles (“Defendants” or “BMV”). Plaintiff and Defendants may be referred to collectively as the “Parties.”

Recitals

WHEREAS,

A. Plaintiff initiated a lawsuit against Defendants in the U.S. District Court for the Southern District of Indiana under Cause No. 1:18-cv-03482-RLY-DML (“the Lawsuit”). The Lawsuit challenges generally the BMV’s action of publishing the Indiana Driver’s Manual (“Driver’s Manual”) in only English and Spanish, and alleges that the failure to offer the Driver’s Manual in additional languages violates Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, *et seq.*, as well as the Fourteenth Amendment to the United States Constitution.

B. Defendants have denied and continue to deny all liability in this litigation.

C. Nonetheless, the Parties have agreed to compromise and settle and now desire to resolve fully and finally the claims asserted in and related to the Lawsuit.

Agreement

NOW THEREFORE, in consideration of the covenants and agreements contained herein, the adequacy of which is acknowledged, the Parties agree as follows:

1. The BMV will translate and/or have translated the Driver’s Manual into any language in which it offers the “knowledge examination” (or written driver’s test) if, during three consecutive years, an average of 500 or more different persons (that is, unique test-takers) took the “knowledge examination” in that language. The BMV acknowledges that, under the latest three-year statistics, the following languages—in addition to English and Spanish, for which translated

versions of the Driver's Manual are already available—meet this threshold for translation: Arabic, Burmese, Chin, and Mandarin. The BMV will translate and/or have translated the Driver's Manual into these four languages no later than March 1, 2021.

2. No later than March 31st of each year starting in 2020, the BMV will conduct a review of the previous three-year period to determine whether any additional languages meet the threshold for translation. In the event that one or more languages meet this threshold in addition to languages into which the Driver's Manual has previously been translated, the BMV will translate and/or have translated the Driver's Manual into the additional languages no later than January 31st of the following year.

3. Once the Driver's Manual is translated into an additional language, the BMV will also translate any updates, changes, revisions, and/or additions to the Driver's Manual into that language, except as follows: if, during three consecutive years, an average of fewer than 300 unique test-takers took the "knowledge examination" in a language, the BMV may decline to translate any updates, changes, revisions, and/or additions into that language and may remove any digital versions of the Driver's Manual that has been translated into that language. The BMV will translate any updates, changes, revisions, and/or additions to the Driver's Manual into non-English languages required by this Agreement within 90 days of the publication into English of such updates, changes, revisions, and/or additions. If the number of non-English languages required by this Agreement exceeds 7, the BMV may have an additional 10 days for each language above 7 to make any updates, changes, revisions, and/or additions.

4. Non-English versions of the Driver's Manual shall only be required to be translated in digital format, and shall be made available for download free of charge on the website of the BMV or another website designated for this purpose.

5. The Parties understand that this Agreement is subject to the approval of the Attorney General and the Governor. In the event that these approvals are not secured, this Agreement shall be deemed null and void in its entirety.

6. Within fourteen days of the execution of this Agreement and the approval by the Attorney General and Governor, whichever is later, the Parties agree to execute a stipulation of dismissal with prejudice of the Lawsuit, with each Party to bear its own costs (including attorneys' fees).

7. For the avoidance of doubt, this Agreement shall constitute full settlement and satisfaction of any and all of Plaintiff's claims asserted in and related to the Lawsuit.

8. Except as otherwise provided herein, the Parties hereby forever release, discharge, and covenant not to sue one another or their respective predecessors, successors, insurers, assigns, agents, officers, directors, employees, guardians, and attorneys, both individually and in their representative capacities, from any and all claims, demands, rights of action or liabilities of whatsoever nature, whether known or unknown, which the Parties have or had against one another based upon, arising out of, or in any manner connected with the BMV's translation or failure to translate the Driver's Manual into non-English languages, except as is necessary to enforce this Agreement.

9. This Agreement does not constitute an admission of fault, wrongdoing, or liability by any of the Parties.

10. No Party shall be deemed to be the drafter of this Agreement, and the Agreement shall not be construed for or against any Party.

11. This Agreement will be governed and construed in accordance with the laws of the State of Indiana. Any action to enforce this Agreement will be brought in Marion County Superior Court, and each Party waives the right to a change of venue from Marion County.

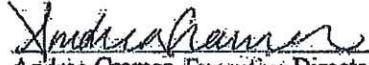
12. This Agreement is the entire agreement between the Parties relating to the matters addressed herein and supersedes any and all prior negotiations, representations or understandings, written or oral, relating to the matters addressed herein. Each Party acknowledges that it is not relying on any representations, statements, promises or other inducements, whether oral or written, made by the other party or its representatives except those expressly stated in this Agreement. This Agreement may not be amended except by a written agreement executed by all of the Parties.

13. The Parties represent and warrant that they have been fully advised as to the terms and effect of this Agreement, have full authority to enter into this Agreement, and fully understand its contents which are acknowledged to be fair and reasonable.

14. This Agreement may be executed in counterparts each of which will constitute an original, but all of which when taken together will constitute but one agreement. The Parties agree that signatures transmitted by facsimile or other electronic means are acceptable the same as original signatures for the execution of this Agreement. The Parties agree that the effective date of this Agreement shall be the date that it is fully executed by all Parties.

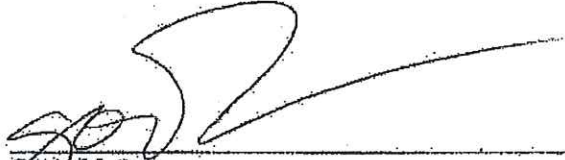
IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement as of the dates shown below.

Date: 11/25/19


Andrea Cramer, Executive Director
Neighbor to Neighbor, Inc.


As to form:

Date: 11/26/19


Gavin M. Rose
ACLU of Indiana
1031 E. Washington St.
Indianapolis, IN 46202

For Defendants:

Date: 11/27/19


Peter Lacy, Commissioner
Indiana Bureau of Motor Vehicles

As to form:

Date: 11/26/19


Winston Lin
Office of the Indiana Attorney General
IGCS - Fifth Floor
302 W. Washington St.
Indianapolis, IN 46204