

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

ANDY KIM, *et al.*,

Plaintiffs,

v.

CHRISTINE GIORDANO HANLON, in
her official capacity as Monmouth
County Clerk, *et al.*,

Defendants.

Civil Action No.: 3:24-1098(ZNQ)(TJB)

Civil Action

COURT ORDER APPROVING
SETTLEMENT AND DISMISSAL AS
TO DEFENDANT PASSAIC COUNTY
CLERK

Pursuant to Fed. R. Civ. P. 41(a)(2), Defendant Danielle Ireland-Imhof *in her official capacity as the Passaic County Clerk* (“Passaic County Clerk”), (1) agrees it will no longer contest Plaintiffs’ claims in this litigation (Civil Action No.: 3:24-cv-1098); and (2) agrees:

1. Passaic County Clerk will not prepare, disseminate, use, display, or count any primary election ballot, in any form, whether on paper or electronic, that:
 - a. Is designed by columns or rows, rather than by office sought;
 - b. Positions candidates on the primary election ballot automatically based upon a ballot draw among candidates for a different office;
 - c. Places candidates such that there is an incongruous separation from other candidates running for the same office;
 - d. Places candidates underneath another candidate running for the same office, where the rest of the candidates are listed horizontally, or to the side of another candidate

running for the same office, where the rest of the candidates are listed vertically;
and

- e. Brackets candidates together on the ballot such that candidates for different offices are featured on the same column (or row) of the ballot;
2. Passaic County Clerk agrees that it will not conduct draws for primary ballot positions that do not include a separate drawing for every office and candidate, and where every candidate running for the same office has an equal chance at the first ballot position.
 3. Passaic County Clerk agrees that it will use a single primary election ballot for all voters in that primary election, whether mail-in, at a polling site, or otherwise, that is organized by office sought (commonly known as “office-block ballot,”) rather than by column or row, and which implements for each office on the ballot, a randomized ballot order system (e.g. random draw) which affords each candidate for the same office an equal chance at obtaining the first ballot position. Nothing in this paragraph will prohibit the Passaic County Clerk from creating a separate ballot for each political party primary election or from creating a sample ballot which contains additional information to educate voters regarding the ‘office-block ballot’ design, provided each such primary election ballot has a layout consistent with the terms set forth in this paragraph.
 4. The Plaintiffs and Passaic County Clerk agree to be subject to the jurisdiction of this Court for the purpose of ensuring compliance, and/or seeking guidance on any potential conflicting court orders relating to ballot design, and/or interpretation or application of Section 7 of this agreement.
 5. Passaic County Clerk will honor any directives of the court as it relates to ballot design.

6. Pursuant to 42 U.S.C. § 1988 and the New Jersey Civil Rights Act, the parties have agreed to a stipulated award of counsel fees and costs in favor of Plaintiffs, and payable to Weissman & Mintz by the Passaic County Clerk of \$32,532.90, to be paid within thirty (30) days of the date this court order goes into effect. Payment of these stipulated counsel fees are based upon the representations of counsel regarding costs incurred and hours expended and logged on the matter, less a discount as consideration for the Passaic County Clerk's agreement to an early settlement of this matter;
7. Passaic County Clerk is relieved from its obligations under this agreement if:
 - a. A subsequent court order from a court of competent jurisdiction rules that, this order notwithstanding, the Passaic County Clerk does not have the discretion to enter into this agreement and / or ignore bracketing¹ requests of political parties or candidates. The Passaic County Clerk is obligated to provide any court hearing a case related to the same subject matter of this litigation with a copy of this Order.
 - b. A subsequent court order from a court of competent jurisdiction rules that, this order notwithstanding, failing to honor bracketing requests of political parties or candidates in primary elections will result in a constitutional violation. The Passaic County Clerk is obligated to provide any court hearing a case related to the same subject matter of this litigation with a copy of this Order.
 - c. The New Jersey legislature passes new legislation that supersedes, amends, or replaces the statutory provisions that are the subject of this litigation, such that

1. Nothing in this agreement prevents the Clerk from honoring requests for a common slogan among multiple candidates seeking the same or different offices. By "bracketing," this order refers to positioning candidates together in a non-office block format, or any other form of presenting candidate names or grouping candidate names which prevents a separate, equal, and randomized draw and/or presentation of each candidate for each office.

compliance with such new legislation and terms of this order would be impossible.

However, if such new legislation is subject to an injunction or otherwise ruled invalid, then the Passaic County Clerk will comply with this Order.

- d. If any dispute arises by or among the parties of this agreement regarding its interpretation/application, this Court retains jurisdiction to decide the dispute.
8. If any of the conditions of section 7 of this agreement are met, and this agreement is invalidated, then Defendant Passaic County Clerk will not renew efforts to intervene in this litigation.
9. Nothing in this agreement shall be deemed as an admission by the Passaic County Clerk of a violation of any law or the constitutional rights of any party or person by virtue of its performance or exercise of official duties in applying the statutes and laws challenged by Plaintiffs in the litigation being settled by this agreement. This agreement is entered into as a settlement to avoid the costs and expense of further litigation

Based on the foregoing, it is stipulated and agreed between Plaintiffs and the Passaic County Clerk, and subject to the Court's approval below, that this matter is dismissed with prejudice and without costs (subject to Section 6 hereof) as against the Passaic County Clerk only, and no other party.

s/ Flavio L. Komuves
WEISSMAN & MINTZ
By: Flavio L. Komuves
Dated: November 19, 2024

s/ Yael Bromberg
BROMBERG LAW LLC
By: Yael Bromberg
Dated: November 19, 2024

s/ Brett M. Pugach
WEISSMAN & MINTZ
By: Brett M. Pugach
Dated: November 19, 2024

Attorneys for Plaintiffs

s/ Rajiv D. Parikh
PEM Law LLP
By: Rajiv D. Parikh
Dated: November 19, 2024

*Attorneys for Defendant Danielle Ireland-Imhof in
her official capacity as Passaic County Clerk*

The Court has reviewed and approves the foregoing stipulation, **ORDERS** the parties hereto to comply with its terms, and retain jurisdiction to enforce its terms. It is so **ORDERED**, this _____ day of _____, 2024.

Honorable Zahid N. Quraishi, U.S.D.J.