

## Amendment to Settlement Agreement

The United States of America (the "Department"), the City of Philadelphia, the City's Board of Elections (the "Board"), and the then-members of the Board, in their official capacities, are parties to a Settlement Agreement dated April 26, 2007 (the "Settlement Agreement"), settling litigation captioned as *United States of America v. City of Philadelphia and Philadelphia City Commission*, C.A. No. 06-4592, which was filed in the United States District Court for the Eastern District of Pennsylvania. Now, this ~~14th~~ day of July, 2008, (the "Amendment Date"), the Settlement Agreement is amended as follows:

1. Paragraph 6 of the Settlement Agreement recognizes that the need for the assistance of a second interpreter at the polling places identified on Exhibit B to the Settlement agreement will vary according to turnout, and only one interpreter need be assigned at the polling places listed on Exhibit B for elections that are not expected to have high turnout. The November 2008 general election shall be treated as a high turnout election and the Spring 2009 primary shall not be treated as a high turnout election.
2. The Board promptly shall review its procedures and/or guidelines for training, certifying, and assigning interpreters to the locations where Spanish-language interpretation services are required under the Settlement Agreement and shall, by September 30, 2008, provide to the Department the Board's current procedures and/or guidelines for training, certifying, and assigning Spanish-language interpreters.
3. During the term of the Settlement Agreement, no less than 30 days before the date of each election, the Board shall provide the Department with a list of the names of the interpreters on which the Board is relying and the assigned location of each interpreter for the upcoming election. Neither the Department nor anyone affiliated with the Department shall contact any identified interpreter within the 30 days before an election. Such lists shall be accurate as of the dates of the lists, but both shall be subject to later adjustment and may indicate interpreters not yet assigned to divisions. No more than 60 days after each election, the Board shall provide the Department with a list of the names of those who were paid for their services as interpreters on election day, and the assigned location for each interpreter. This information, along with any list of interpreters provided after the effective date of the Settlement Agreement, shall be deemed "Confidential Interpreter Information" and subject to the restrictions of Paragraph 4 of this Amendment to the Settlement Agreement ("Amendment").
4. Neither the Attorney General, nor any employee of the Department of Justice, nor any other representative of the Attorney General shall disclose any document or electronically stored information (as defined in Rule 34(a)(1)(A) of the Federal Rules of Civil Procedure) containing Confidential Interpreter Information produced pursuant to this Amendment to any third party. The foregoing restriction shall not apply to (a) any submission to a federal court in conjunction with enforcement of the Settlement Agreement or if such information is essential to the Department's law enforcement efforts; in either case, the Board must be notified of the intent to use such information at least seven days in advance of any such disclosure, or (b) any Confidential Interpreter

Information ordered released by a federal court, provided that the Board is given as prompt notice as is reasonably feasible of the order. Nothing herein shall allow for a more permissive standard for disclosure than is permitted under the Privacy Act of 1974, 5 U.S.C. § 552a. For purposes of this paragraph, "notice" means email notification to all of the following e-mail addresses: shelley.smith@phila.gov, abbe.fletman@flastergreenberg.com, and kevin.greenberg@flastergreenberg.com. Such notification is considered complete upon transmission.

5. The Board has a policy that, for polling places hosting more than one division, an interpreter or other bilingual Polling Place Official at one division may assist voters in other divisions to the extent they can do so in a manner consistent with the Polling Place Officials' obligations in the division to which (s)he is assigned. Nothing in this Amendment or in the Settlement Agreement shall alter or preclude such policy.
6. Nothing in this Amendment or in the Settlement Agreement shall preclude the Board from designating other elected or appointed Polling Place Officials from serving as interpreters for the purpose of satisfying the obligations of Sections 3-6 of the Settlement Agreement.
7. The Department, upon its reasonable request, shall be provided reasonable access to any materials retained pursuant to paragraph 20 of the Settlement Agreement.
8. No failure by either party to file a complaint, motion, or other pleading, to send a letter to the Court, or to take any of the steps set forth in paragraph 28 of the Settlement Agreement, shall be construed as approving any alleged conduct or omissions by the Board. The foregoing sentence does not alter that the process set forth in paragraph 28 of the Settlement Agreement shall be the exclusive process for any allegation of improper action by Defendants during the term of the Settlement Agreement.
9. All capitalized terms not defined in this Amendment shall have the meaning set forth in the Settlement Agreement.
10. In the event of a dispute between the terms of this Amendment and the Settlement Agreement, the terms of the Amendment shall control. Except as expressly stated, nothing in this Amendment alters any term of the Settlement Agreement.
11. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same document.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, and intending to be bound, have executed this Amendment as of the Amendment Date.

For Plaintiff:

For Defendants:

GRACE CHUNG BECKER  
Acting Assistant Attorney General  
Civil Rights Division

PATRICK MEEHAN  
United States Attorney  
Eastern District of Pennsylvania



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Civil Rights Division

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Eastern District of Pennsylvania

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