SETTLEMENT AGREEMENT

This settlement agreement (the "Agreement") is entered into as of April 26, 2007 (the "Effective Date") by and between THE UNITED STATES OF AMERICA (the "Department") and THE CITY OF PHILADELPHIA, MARGARET TARTAGLIONE, EDGAR A. HOWARD, JOSEPH J. DUDA, in their official capacities as Philadelphia City Commissioners, and THE PHILADELPHIA COUNTY BOARD OF ELECTIONS (collectively, the "Defendants"). Plaintiff and Defendants (together, the "Parties") are parties to the litigation captioned, or otherwise referred to, 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 on October 13, 2006 and which will subsequently be modified by an amended complaint, the stipulation as to which will be filed on April 26, 2007 (the "Litigation").

RECITALS

WHEREAS, pursuant to Pennsylvania law, the Philadelphia County Board of Elections (the "Board") is the elected body responsible for the conduct of elections in the City of Philadelphia (the "City") and is bound, *inter alia,* by the Pennsylvania Constitution, including Art. 6, § 7; the Pennsylvania Election Code, 25 Pa. Stat. Ann. § 14 *et seq.*; federal election law including the statutes referenced in this Agreement; and the U.S. Constitution.

WHEREAS, since 1992, the City has been covered under Section 203 of the Voting Rights Act, 42 U.S.C. § 1973aa-1a, and has been required to provide election information and assistance to limited English proficient Hispanic voters.

WHEREAS, the Board has used bilingual ballots and provided voting materials in Spanish since the 1970s and Arroyo v. Tucker, 372 F. Supp. 764 (E.D. Pa. 1974);

WHEREAS, pursuant to applicable law, each election division in Philadelphia is staffed on each Election Day by (i) a Judge of Elections, (ii) a Majority Inspector, (iii) a Minority Inspector, each of whom are popularly elected, (together, the "Elected Polling Place Officials"), (iv) a Clerk appointed by the Minority Inspector, (v) a Machine Inspector appointed by the Board, and (vi) where appropriate, interpreter(s) appointed by the Board (together, the "Appointed Polling Place Officials"). The Elected Polling Place Officials and the Appointed Polling Place Officials comprise the "Polling Place Officials" as such term is used in this Agreement.

WHEREAS, Philadelphia has provided Spanish-language interpreters at certain polling places since the 1970s, including in response to reasonable and timely requests by the local elected leaders or community organizations;

WHEREAS, the United States, on October 13, 2006, filed an action against the City and the Board, pursuant to Sections 203 and 208 of the Voting Rights Act of 1965, as amended, 42 U.S.C. §§ 1973aa-1a and 1973aa-6.

WHEREAS, the Parties, on April 26, 2007, will file a stipulation to amend the United States's complaint to include as defendants in this case the Philadelphia City Commissioners in their official capacity, and the Philadelphia County Board of Elections (as opposed to the "Philadelphia City Commission"). In addition, the amended complaint asserts additional claims under Sections 2 and 4(e) of the Voting Rights Act, 42 U.S.C. §§ 1973 and 1973b(e); Sections 301(a)(3) and 301(a)(4) of the Help America Vote Act of

2002, 42 U.S.C. §§ 15481(a)(3) and (a)(4) ("HAVA"); and Section 8 of the National Voter Registration Act, 42 U.S.C. § 1973gg-6 ("NVRA").

WHEREAS, in the November 2006 election, the Board enhanced the availability of services to voters with limited English proficiency, including expanding the number of Spanish-English interpreters to 195 polling places covering 235 divisions.

WHEREAS, the City disputes many of the allegations in the original and the amended complaint, including all allegations of failure to comply with applicable law.

WHEREAS, in the November 2006 election, the Board made available and widely publicized the availability of telephonic interpretation services in approximately 120 languages, including Spanish, at all polling places in Philadelphia under an expansion of the City's Global Philadelphia program.

WHEREAS, for the November 2006 election, the Board created and advertised a supplemental, dedicated Election Day help-line, staffed by Spanish speakers, to handle issues related to language assistance.

WHEREAS, the Board in October 2006, initiated the establishment of a bilingual advisory committee to advise it on the best methods of assisting voters with limited proficiency in the English language.

WHEREAS, in March 2007, the Board and the advisory committee has conducted and will conduct a series of town hall listening sessions, in affected communities with simultaneous interpretation, to ensure that all citizen input on language assistance issues is properly addressed.

WHEREAS, since at least 1998, the Board has used information from the Postal Service's National Change of Address ("NCOA") Program, Pennsylvania's Five Year

Notice and Canvass Programs to detect registrants who have changed residence to update the addresses of more than 100,000 registrants who changed residence within the County and cancel the records of tens of thousands of registrants who moved outside the County or were not qualified to vote. The Board has also used these programs to designate hundreds of thousands of registrants as inactive and since December 2000 has cancelled hundreds of thousands of inactive registrants who have failed to appear to vote or update their records during the period beginning with the date of the NVRA 8(d) notice and ending after the second federal general election after the notice.

WHEREAS, since June 1995, the Board has also used change of address information from the Pennsylvania Department of Transportation to update the addresses of approximately 280,000 registrants who have changed residence within the County and to remove approximately 114,000 registrants who changed residence to an address in another Pennsylvania County and transferred these records to the Registration Commission of the registrant's new county.

WHEREAS, since 1995, the Board has used information provided by the Pennsylvania Department of Health to remove the names of approximately 120,000 deceased registrants from its files of eligible voters.

TERMS OF SETTLEMENT

NOW, THEREFORE, in the spirit of cooperation and comity and to avoid the expense and time of litigating the matter, including the planned additional allegations in the amended complaint, the Parties desire to fully and finally settle the Department's claims. The Parties agree the Board shall continue and/or undertake the specific activities set forth in this Agreement to continue and/or enhance its activities to comply with state and federal election law.

In consideration of the mutual promises contained in this Agreement, good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties, intending to be legally bound, agree:

Spanish Language Assistance

1. The Board shall make Spanish language assistance available at the Board's principal office at 520 North Delaware Avenue. Trained bilingual election personnel shall be available to answer voting-related questions by telephone without cost (except as such assistance, such as duplication services, also may be at cost when provided in English) during normal business hours and while the polls are open on election days.

2. The Board agrees to recruit, hire, and assign sufficient numbers of persons proficient in Spanish and English, so as to provide effective assistance in the Spanish language, to serve as interpreters during election days, and, to that end, shall, among other outreach efforts, invite recommendations of interpreters from community leaders and from each major political party, and shall urge members of the Advisory Group, as discussed below, to help recruit interpreters.

3. The Board agrees to provide at least one Spanish-language interpreter on election days at each polling place where the Board determines there to be a need for such interpreters through the process set forth in Paragraphs 4-6 of this Agreement.

4. For the May 15, 2007 election, the Board will make at least one interpreter available on election day at each of the divisions listed on the attached Exhibit A. For each of the divisions listed on the attached Exhibit B, except for the May 15, 2007 election and elections that are not expected to have high turnout (see Paragraph 6 below), the Board will make available at least two interpreters on election day. The Parties recognize, however, that it may be difficult to assure that two interpreters are

available at each of the divisions listed on Exhibit B for the May 15, 2007 election; for that election, best efforts will satisfy the Board's obligations to provide two interpreters at the divisions listed on Exhibit B. For the consolidated divisions listed on the attached Exhibit C, the Board will make available at least one interpreter on election day for each two consolidated divisions.

5. Starting in June 2007, and thereafter on an annual basis, the Board will request that the Philadelphia School District, the Philadelphia Department of Human Services ("DHS"), and the Philadelphia City Planning Commission identify geographic areas in the City where there has been a material increase in services for Spanish-speaking persons or migration of Spanish-speaking persons. The Board will review and discuss with the Advisory Group information, to the extent available and useful, provided by the Philadelphia School District, DHS, the Planning Commission, the Department, the U.S. Census, voter registration records, local elected leaders, and local community leaders, and will make appropriate adjustments based upon reliable information.

6. The Board may adjust bilingual assistance at specific polling places in light of reliable information that the actual need for language assistance in such polling place is lesser or greater than as enumerated by the above standards. For the duration of this Agreement, a determination to eliminate or reduce interpretation at a polling place shall only be made with the consent of the Department or, in the event the Department objects, the Court. The Parties recognize that the need for the assistance of a second interpreter at the polling places identified on Exhibit B will vary according to turnout and the Department will consent to reduce the number of interpreters from two to one at

the polling places listed on Exhibit B for elections that are not expected to have high turnout, and to increase the number where there is reliable information that additional assistance is needed.

7. The Board shall develop a policy to assure that Polling Place Officials who are assigned by the Board to satisfy its obligations under Paragraph 3 of this Agreement are able to understand, speak, write, and read Spanish proficiently. Within 30 days of the date of this Agreement, the Board shall provide the Department with a detailed draft of such policy, which shall include the process to assure that Polling Place Officials who are assigned by the Board to satisfy its obligations under Paragraph 3 of this Agreement are familiar with Spanish language election terms. The Department shall have seven days to review the draft and provide comments to the Board. If the Board and the Department are unable to agree within seven days thereafter on the contents of the policy, either party may approach the Court for resolution.

8. The Board shall instruct Polling Place Officials to post signs prominently in both English and Spanish at all polling places stating that Spanish language assistance is available and, where such assistance is by other than a Spanish-proficient Polling Place Official, how such assistance can be obtained.

Translation and Dissemination of Election-Related Materials

9. The Board shall employ its best efforts to use materials in English and Spanish provided by the Commonwealth of Pennsylvania to the extent such signage is available. To the extent such election-related materials are not provided by the Commonwealth, the Board shall have all election-related materials, such as registration or voting applications and notices, voting instructions, notices of availability of assistance, and ballots, professionally translated into Spanish, or, where appropriate,

develop comparable Spanish-language equivalents reasonably calculated to achieve specific goals in a manner comparable to that provided to the English-speaking population.

10. The Board shall update the checklist used to identify each written or printed item of election information that the Board makes available to the public at each polling place, including each item that the Help America Vote Act requires to be posted. The Judge of Elections for each polling place shall be instructed to complete and sign this checklist or, where appropriate, provide written explanation for a failure to do so. The Board agrees to maintain for 22 months a record of each completed and signed checklist.

11. The Board shall, in consultation with the Advisory Group, design and implement a program to ensure that Spanish language election information, materials, and announcements shall be distributed to the media and in paid media placements in the appropriate Spanish-language venues. These announcements need not be identical in all respects to English language announcements, but shall provide substantially the same information and be in the form, frequency, and media reasonably calculated to achieve effective notice and understanding comparable to that provided to the English-speaking population.

Assistors of Choice

12. The Board shall provide training and information to Polling Place Officials that they must allow any voter who requires assistance to vote by reason of blindness, disability or inability to read or write to be given assistance by a person of the voter's choice, other than a Judge of Election, the voter's employer or agent of that employer or officer or agent of the voter's union.

13. The Board shall train and provide information to Polling Place Officials that, when any limited English proficient Spanish-speaking voters, who are either blind, disabled, or cannot read or write English, select a Polling Place Official as their assistor of choice, the voters should receive assistance from a Spanish-proficient Polling Place Official if one is available at that location.

Registration List Maintenance

14. The Department shall share with the Board information from the Death Master File of the Social Security Administration ("SSA") concerning deceased persons having a Philadelphia County address. The Department shall provide this information in an electronic text format on a CD or DVD. To the extent available, the information from the Social Security file shall include the last name, first name, middle initial, and suffix; date of birth; Social Security number; the date of death; the SSA address of record for the individual at the time of death; the last SSA Philadelphia address of record for the individual; the last SSA Pennsylvania address of record for the individual; and the address from the Philadelphia files of eligible voters for each person the Department contends is deceased yet still on the Philadelphia voter rolls. The Parties agree that, to the extent the requested data items are unavailable, such unavailability may limit the data's usefulness to the Board. The Board will use this previously unavailable and non-mandatory information to search its files of eligible voters. Within 90 days after the first election after receiving this information, the Board shall, in a manner consistent with Pennsylvania election law, review its files of eligible voters and attempt to confirm and remove any registrants found on the Board's files of eligible voters where the Board is able to confirm the registrant is deceased.

15. So long as the data referenced in Paragraph 14 is provided on or before May 31, 2007, the Board shall provide a report to the Department on or before November 1, 2007, with the names and appropriate identifying information of all registrants who were, by reason of being deceased, deleted from the registration list between January 1, 2007 and the date the report is generated.

16. It shall be the policy of the Board to use all mandatory and reasonably available optional voter update and removal programs and: (1) act on state-provided information obtained from the statewide voter registration database regarding voters who may have become ineligible, such as potential deaths; (2) research, confirm and act on other specific information provided in writing by Polling Place Officials, or a member of a voter's household who calls into question a voter's continued residency or eligibility to vote; (3) use information from non-forwardable Voter Identification Cards returned as undeliverable by the United States Postal Service to investigate a registrant's qualifications under Pennsylvania law, consistent with Section 8(f) of the NVRA and state law, by a canvass to identify and remove ineligible registrants by visiting buildings and other locations; (4) send a forwardable confirmation notice under Section 8(d) of the NVRA to all voters identified through the statewide voter registration database NCOA voter removal program who may have moved outside of the Board's election jurisdiction or for whom there is no forwarding information; (5) send a forwardable confirmation notice to any registered elector who has not voted nor appeared to vote during any election, or contacted the Board in any manner, and whose contact resulted in a change in his or her voter record; (6) place voters who do not respond to the confirmation notice into an inactive status that will indicate the date they were placed in such status; (7)

remove inactive voters who fail to appear to vote during the period beginning with the date of the confirmation notice and ending after the second federal general election following the date of the confirmation notice or who indicate in writing that they have moved outside of the jurisdiction; (8) ensure that eligible voters on inactive status (a) remain on the voter registration list during the period of the two federal general election cycles following the date the confirmation notice is sent, and (b) are able to cast valid ballots on election day during that period, upon completion of an affirmation, if required under state law; and (9) return eligible inactive voters to active status if they properly reactivate their registration. The Board shall notify the Department in writing of any change in the policy set forth in this paragraph.

Polling Place Official Training and Oath of Undertaking

17. The Board will encourage all Polling Place Officials to attend election training. That training must include detailed discussions and written materials regarding the Voting Rights Act, including: (i) the legal obligation and means to make Spanish language assistance and materials available to voters, (ii) the procedures and guidelines for providing such assistance, (iii) the requirement that Polling Place Officials be respectful and courteous to all voters regardless of race, ethnicity, color, or language abilities and to avoid inappropriate comments, and (iv) the requirement to allow voters, who are disabled, or cannot read or write English, to select any person of their choice, other than a Judge of Election, the voter's employer or an officer or agent of the voter's union, to assist them with the voting process. Moreover, the training must cover the right of each voter, pursuant to Section 301 of HAVA and the Pennsylvania Constitution, to vote privately and independently, and the procedures for setting up and operating accessible machines and the requirement to post all HAVA-required signs, in

English and Spanish, so that all voters can easily view such signs. The Board will retain a list of those who have attended training.

18. To be eligible to serve as a Polling Place Official in specific capacities, an individual must take the appropriate oath of office under 25 Pa. Stat. Ann. §§ 2677-80. Beginning with officials trained after May 1, 2007, for the May 15, 2007 election, and for all training provided thereafter, the Board shall require that Polling Place Officials also, at the time they receive training, swear or affirm on an appropriate form that they are aware of and will comply with all of their obligations under federal law, including the legal obligation and means to make Spanish language assistance and materials available to voters and the parameters of such assistance; that they will treat all voters equally and with respect; take any and all reasonable steps to ensure that the polling place is free from intimidation or coercion; honor the candidate and other ballot choices of all voters who receive assistance in marking their ballots and, allow voters requiring language assistance to choose any person to assist them, other than their employer or union representative, consistent with Section 208 of the Voting Rights Act.

Spanish Language Election Program Coordinator

19. The Board shall designate an individual to coordinate the Board's Spanish language election program (the "Spanish Language Coordinator") for all elections in the City. The Board shall provide the Spanish Language Coordinator with support sufficient to meet its goals for the program. The Spanish Language Coordinator shall be able to understand, speak, write, and read both Spanish and English fluently, or shall have subordinates with those abilities. The Spanish Language Coordinator shall work under the supervision of the Board and his or her responsibilities shall include, but are not

limited to: (i) coordinating efforts to ensure that all ballots and other election information are translated properly; (ii) developing and overseeing the bilingual Spanish language election publicity program, including the selection of appropriate Spanish language media for notices and announcements; (iii) identifying the need for, recruiting and assigning Spanish language interpreters for all elections; (iv) developing and overseeing the presentation in English of the bilingual-related elements of the Board's election training program for all Polling Place Officials to ensure compliance with the requirements of this Agreement and applicable federal and state law; and (v) managing any other aspect of the Spanish bilingual program that is required by this Agreement and applicable federal or state law.

20. The Spanish Language Coordinator shall keep, maintain for 22 months, and hold available for reasonable inspection and copying at the Board's office a record of information used to publicize Spanish-language election information, announcements and notices, including all materials that are provided to the Advisory Group pursuant to paragraph 23 of this Agreement.

Response to Complaints

21. The Board, upon receipt of complaints, whether oral or written, agrees to investigate expeditiously any allegations of Polling Place Officials' illegal or materially inappropriate conduct toward voters or failures to follow federal election law. Where there is credible evidence that a Polling Place Official has engaged in illegal or materially inappropriate treatment of voters, or failed to follow federal election law, the Board shall take reasonable efforts to prevent future offenses by such official. As appropriate under the circumstances of each case, such efforts may include counseling, in-person instruction, refusal to reappoint an Appointed Polling Place Official, seeking a

judicial order to remove an Elected Polling Place Official, and referral of potentially criminal acts to the District Attorney.

Advisory Group

22. The Advisory Group shall assist the Board in its Spanish language election program. There shall be open meetings of the Advisory Group at least quarterly through 2008, including one such meeting no less than 45 days in advance of each primary and general election. The Advisory Group will address at least the following issues: voter registration, conduct of Polling Place Officials/need for bilingual Polling Place Officials, and voter education and information. The Advisory Group will consider channels of communication and make recommendations to the Board regarding dissemination of election information. To further the purposes of the Advisory Group, it may establish subcommittees that are open to all interested individuals and organizations. The chairperson of the Advisory Group shall provide notice of all planned meetings, including the time and location for the meeting, at least seven days in advance of such meeting, although members of the Advisory Group may agree to waive or shorten this time period as necessary. Notices of open meetings shall be provided to the Department, and publicized to appropriate language media and community groups. The chairperson may fix the topics of such meetings and shall, where a topic is fixed, provide in advance a general agenda of such meetings. The chairperson shall regularly provide a written summary of the proceedings of the Advisory Group to all members of the Board.

23. The Board shall make available to all members of the Advisory Group copies, in English and Spanish, of all appropriate election information, announcements, and notices that are provided or made available to the electorate and general public.

Accessible Voting Machines

24. The Board shall ensure that each polling place has at least one voting machine designed for the use of those with accessibility needs in accordance with the 2002 Voluntary Voting System Standards adopted by the United States Election Assistance Commission ("Accessible Voting Machines"). The Board shall instruct its machine inspectors to assure that at least one such Accessible Voting Machine, including any feature intended to allow voters with disabilities to vote privately and independently, is fully operational at each polling place before the opening of the polling place. Training for Polling Place Officials shall include how to ensure the appropriate Polling Place Official provides effective assistance such that the appropriate Polling Place Official may assist voters. The Board shall instruct Polling Place Officials not to in any way specifically discourage, delay, or interfere with any voter who requests the use of an Accessible Voting Machine. To the extent that the Board is made aware that an Accessible Voting Machine is not fully operational when a polling place opens, the Board shall take prompt and appropriate measures to make the machine operational and will keep a record if no Accessible Voting Machine is available at any division for a period of 90 minutes or more during hours that such polling place is open.

Evaluation of Plan

25. The Parties recognize that regular and ongoing reassessment may be necessary to provide the most effective and efficient Spanish language election program. The Board shall reevaluate its election procedures and programs after each election to determine which aspects of the programs are functioning well, whether any aspects need improvement, and how to affect needed improvements. The Agreement may be adjusted by agreement of the Parties.

Dismissal of Action

26. The Parties stipulate and agree to the dismissal to of all of the Department's claims raised in the complaint and the amended complaint, and of all other claims related to the conduct of the polls that could have been brought, as of the date of this Agreement, under the Voting Rights Act of 1965, as amended, the Help America Vote Act of 2002, the National Voter Registration Act of 1993, and any other federal law to the extent such laws address conduct of elections; provided, however, that: (1) this Agreement does not resolve, limit, preclude or implicate any claims the Department may have regarding the physical accessibility of the Defendants' polling places under the Americans with Disabilities Act or other federal law; (2) this Agreement does not resolve, limit, preclude, or implicate any criminal charges; (3) nothing in this Agreement will prevent the Department from bringing new claims against anyone based on conduct in future elections during the term of this Agreement, so long as the Department first exhausts the dispute resolution procedures of Paragraph 28; and (4) nothing herein shall be interpreted to diminish or enhance the use of any evidence of events occurring before the date of this Agreement, which use is governed by the Federal Rules of Evidence.

27. Contemporaneous with the signing of this Agreement, the Department shall provide Defendants with a signed Stipulation of Dismissal with Prejudice in the form attached as Exhibit D. The amended complaint shall be filed within three business days of the Effective Date. Defendants shall promptly sign the Stipulation of Dismissal, and file it after the amended complaint has been filed.

Dispute Resolution

28. Before filing any complaint, motion, or other pleading concerning the Defendants' failure to conduct any activity, or to refrain from any activity, covered by

this Agreement, or sending any letter to the Court, the Department must take certain steps: (a) expeditiously investigate and verify such information and the Defendants will reasonably cooperate with and assist the Department as it does so (for the avoidance of doubt, reasonable cooperation does not include waiver of any claims to privilege or provision of any information requested in a broad and sweeping manner); (b) give specific written notice within 30 days to the Board of any credible allegation violation of the Voting Rights Act, HAVA, the NVRA, or any other applicable election-related law that the Department reasonably believes can be substantiated, including a detailed statement of the factual basis for any alleged violations or objections and all related information gathered by the Department; (c) make appropriately senior personnel reasonably available to participate in at least one face-to-face meeting in Philadelphia to attempt in good faith to resolve any differences; and (d) allow the Board 30 days to cure any purported violations (or in the case of past violations to take remedial or preventative efforts), or such other time as is reasonable and necessary in light of the imminence of an election day. The Board will provide information to the Department that has been reasonably requested to assist and cooperate with the Department in its investigation; provided, however, that the Board's alleged failure to provide such information shall not be grounds for the Department to fail to take the steps outlined in this provision before filing any complaint, motion, or other pleading, or sending any letter to the Court. Nothing in this paragraph, however, shall in any way bar the United States from pursuing appropriate criminal sanctions against any individual Polling Place Official for alleged wrong-doing in connection with the conduct of any election.

Department Assistance

29. The Department agrees to provide reasonable guidance to the Board, including but not limited to, guidance about model policies in other jurisdictions and demographic information to the extent that it is not otherwise reasonably available to the Board.

Other Provisions

30. The terms of this Agreement apply to all federal, state, and local elections that are administered by the Board to the extent it is consistent with the Voting Rights Act, HAVA and the NVRA and any other applicable election law. Were the Board to enter into an election services contract with any other entity, the Board would require such entity to agree to abide by the terms of this Agreement as if such entity were a party to it, as consistent with applicable law.

31. This Agreement is final and binding between the Parties and their successors in office regarding the matters described in paragraph 23. This Agreement shall expire on July 1, 2009.

32. The Parties shall jointly move the Court to retain jurisdiction over the case until July 1, 2009, and agree that the Court shall have the authority to enforce each of the terms of this Agreement.

33. The Parties agree that no Party shall be in breach of this Settlement Agreement due to causes beyond such Party's control, including acts of God, acts of terrorism, floods, fires, accidents, wars, or civil insurrection.

34. The Department may request federal monitors for any election during the term of this Agreement by providing a written request for such monitors to the City Solicitor of the City at least 30 days before such election or, for the May 15, 2007 election, within

five days of the Effective Date. The City anticipates that it will approve such monitors in a manner consistent with its historic practice.

35. Nothing in this Agreement shall be construed as an admission of liability by the Department, the Board, the City, or any of their employees, officers, directors, Board members or other elected or appointed officials, agents, or representatives.

36. This Agreement, including all attachments hereto, represents the entire Agreement and understanding between the Parties regarding the subject matter hereof and supersedes any and all prior and contemporaneous agreements, representations, understandings and negotiations between the Parties hereto, whether oral or written, with respect to the subject matter hereof.

37. The Agreement 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.

38. Any notice to the Department under this Agreement shall be directed to the Chief of the Voting Section of the United States Department of Justice. Any notice to the Board under this Agreement shall be directed both to the City Solicitor and to Abbe F. Fletman, Flaster/Greenberg, P.C., Eight Penn Center, 1628 JFK Blvd., 15th floor, Philadelphia, PA 19103.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the Effective Date set forth above.

For Plaintiff:

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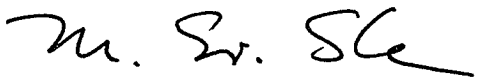

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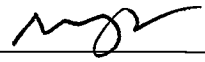

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EXHIBIT A

Wards and Divisions Where One Spanish-Speaking Interpreter Will Be Assigned Pursuant to Paragraph 4 of the Agreement

Ward	Divisions
1	6, 7, 10
5	13, 16, 23
7	2 – 21, 23
8	26
14	7, 9, 10
15	3, 10, 11, 16
18	1, 3, 8, 9, 13-17
19	1-19
20	1, 2, 4, 5, 8, 10
23	1-3, 10-12, 15-16, 22-23
25	9, 13-21, 23
31	1-2, 8, 9, 11, 12
33	1-6, 8-18, 20-24
35	9, 12, 18-19, 21-22, 30
37	10, 13-15, 19-21
42	1-3, 5-6, 9-10, 12, 14-21, 23-24
43	3, 5-6, 13-22, 24-25
45	8-11, 13-14, 16-19
49	1, 6, 9, 10,
53	2
54	4
61	1, 3, 4, 7, 8, 12, 18
62	1, 5, 7, 9, 13,

EXHIBIT B

Wards and Divisions Where Two Spanish-Speaking Interpreters Will Be Assigned for Anticipated High-Turnout Elections Pursuant to Paragraphs 4 and 6 of the Agreement

Ward	Divisions
7	1, 22
23	11
33	7, 19
37	16, 17, 18
42	4, 8, 11, 13, 22
43	2, 4, 7, 8, 11, 12

EXHIBIT C

Consolidated Precincts Where One Spanish-Speaking Interpreter Will Be Assigned to Cover Multiple Divisions Pursuant to Paragraph 4 of the Agreement

Ward	Divisions		
1	14 & 15		
5	15 & 17		
23	4 & 8;	6 & 7;	20 & 21
25	11 & 22		
35	7 & 8;	10 & 11;	15 & 17
	23 & 24;	27 & 29	
41	1 & 2		

Ward	Divisions		
49	2 & 13;	14 & 22	
53	1 & 3;	4 & 6;	7 & 8
	12 & 23;	13 & 16	
54	2 & 3;	6 & 7;	
	9 & 13;	11 & 12	
61	6 & 13;	10 & 20;	11 & 16;
	14 & 15;	19 & 26	
62	10 & 11;	18 & 19;	
	21, 23, & 24		
65	5 & 6		

EXHIBIT D

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA
PHILADELPHIA DIVISION

THE UNITED STATES OF AMERICA, Plaintiff, v. THE CITY OF PHILADELPHIA; MARGARET TARTAGLIONE, EDGAR A. HOWARD, JOSEPH J. DUDA, in their official capacities as Philadelphia City Commissioners; and THE PHILADELPHIA COUNTY BOARD OF ELECTIONS, Defendants.	)	CIVIL ACTION NO. 2:06cv4592

STIPULATION OF DISMISSAL WITH PREJUDICE

It is hereby stipulated and agreed that claims of plaintiff, the United States of America, against defendants, the City of Philadelphia, Margaret Tartaglione, Edgar A. Howard and Joseph J. Duda, in their official capacities as Philadelphia City Commissioners, and the Philadelphia County Board of Elections, are hereby **DISMISSED WITH PREJUDICE** and without costs with the consent of all parties.

It is further stipulated and agreed that the Court shall retain jurisdiction over this matter until July 1, 2009, and shall have the authority to enforce the settlement agreement among the parties.

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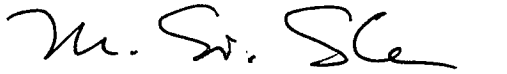

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