Resolution Agreement

1. The parties hereto agree to resolve all claims and controversies between them, asserted or which could be asserted in this case, including dismissal of the instant lawsuit.

2. The parties agree to release and discharge each other from any and all claims, demands or suits, known or unknown, fixed or contingent, liquidated or unliquidated, whether or not asserted in the above case, as of this date, arising from or related to the events and transactions which are the subject matter to this case. This mutual release runs to the benefit of all attorneys, agents, employees, officers, directors, shareholders, partners, affiliates, successors and assigns of the party. “Party” as used in the release includes all named parties to this case.

3. Intentionally Omitted

4. Each signatory hereto warrants and represents that he or she has the authority to bind the parties for whom that signatory acts and that the claims, suits, right and/or interests which are the subject matter hereto are owned by the party asserting same, have not been assigned, transferred or sold and are free of encumbrance, except that this Agreement is subject to the approval of the Harris County Commissioner’s Court, provided the said Court also approves at the same meeting, a collateral Agreement dated and signed this same date.

5. The Harris County Attorney’s Office shall deliver drafts of any further settlement documents to the other party by December 1, 2009. The parties agree to cooperate with each other in the drafting and execution of such documents as are reasonably requested or required to implement the terms and spirit of this agreement. The fact that further settlement documents are contemplated does not in any way affect the binding nature of this agreement between the parties.

6. If a dispute arises with regard to the interpretation and/or performance of this agreement or any of its provisions, the parties agree to attempt to resolve same by meet and confer, then by phone conference with the Mediator who facilitated this settlement. If the parties cannot resolve their differences by telephone conference, then each agrees to schedule a day of mediation with the Mediator within thirty (30) days to resolve the disputes and to share the costs of the same equally. If a party refuses to mediate, then that party may not recover attorney’s fees or costs in any litigation brought to construe or enforce this agreement. Otherwise, if mediation is unsuccessful, the prevailing parties shall be entitled to recover reasonable attorney’s fees and expenses, including the cost of the unsuccessful mediation. Nothing in this paragraph prevents Plaintiffs from seeking emergency relief from any court or agency. In the event emergency relief

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EXHIBIT “A”
is granted, and the law so provides, the proscription against award of attorneys fees is void.

7. Other terms of this resolution:

(a) If any person submits a signed release using a form authorized by the Voter Registrar and agreed to by Plaintiffs, the individual’s voter registration files will be released to the requesting party or his/her designee in un-redacted form.

(b) No less than monthly, the Voter Registrar’s Office will post a list of voter pending registration applications received since the last posting. This list will include the name and address of the voter and, insofar as the law allows, a reason code for the rejection or notice of incomplete.

(c) The Voter Registrar’s Office will not fail to register a voter for the sole reason that the alleged residential address of an applicant may be a commercial address. However, if the Voter Registrar’s Office deems the given address to be commercial, a formal challenge may be made under the provisions of the Texas Election Code. The Voter Registrar’s Office is not authorized to conduct an investigation of eligibility that is based solely on residence except as is necessary to prosecute a challenge.

(d) The following language will be added to the notice of incomplete informing applicants that they have been rejected because their name cannot be located in the driver’s license or social security databases: “It is possible that there was an error in the transcription of your name. Please contact the Voter Registrar’s Office at the following number to resolve the discrepancy.”

(e) The Voter Registrar’s Office is in the process of updating their employee manual. This process will be concluded within six months and will include disclosure and prohibitions on employees or contractors working for the Tax Office voter department and having other employment or financial interests in any outside company providing voter information to any candidate, political party, or other person or entity.

8. The Voter Registrar’s Office claims, represents, and warrants the following policies and procedures are and have been in effect. Plaintiffs dispute these policies and procedures have been in effect. Nevertheless, the parties agree the following policies and procedures will be in effect and will be complied with by the Registrar’s Office:

(a) The Voter Registrar’s Office will comply with all election deadlines pursuant to the Texas Election Code, including the processing of voter registration applications, incomplete notifications and provisional affidavits. In regard to provisional ballot affidavits, the parties recognize that the Voter Registration
employees cannot begin processing the affidavits until they are received from the County Clerk’s Office.

(b) Voter registration employees will be available in the Voter Registration Office on Election Day until advised by election judges that the last voter has cast a ballot.

(c) The Voter Registrar’s Office will submit to the Secretary of State for registration any applicant who legibly provides on the application, or other acceptable document, their name, residence, date of birth, signature and U.S. citizenship. The application must also have a Texas Driver’s License number or Personal Identification Number, or the last 4 digits of their Social Security number, or a statement that the applicant has not been issued any one of these three forms of identification. The Office will not reject or send notices of incomplete for any other omission on the application.

(d) Any voter registration application, notice of completion, rejection letter, or any other correspondence sent to the voter by the Voter Registrar’s Office will be available in English, Spanish and Vietnamese. If any other languages are required following the results of the 2010 census, those languages will also be provided.

(e) The Voter Registrar’s Office will appoint as a deputy registrar any qualified resident of the county who requests such an appointment. The appointment is not conditioned upon completion or attendance of any training classes, although such training is strongly encouraged. The Voter Registrar’s Office will issue Deputy Voter Registration Certificates to qualified persons applying to be deputy registrars within ten days of the date the person applies. The Voter Registration Applications obtained by a deputy registrar may be turned in at any location throughout the county where the Voter Registrar maintains an office; however, it is requested that if the Deputy Voter Registrar is submitting in excess of 60 applications and a receipt is requested, that the applications be submitted to either the downtown office or the distribution center. Each deputy registrar will be permitted to have up to four registration books at a time. If the deputy registrar will be attending a special event or voter registration drive they may request an additional amount. The Voter Registrar’s Office will also continue its outreach with Houston Independent School District to encourage and enable teachers to become deputy voter registrars. Any substantive changes to the deputy voter registration program will be submitted to the Department of Justice for preclearance.

(f) Within three (3) business days of a request by a chairman of a political party, the Voter Registrar’s Office will provide reports of all applications received, the number rejected, the number of incomplete notifications sent, and the number of voters registered. These reports will include the names and addresses of those affected. The Voter Registrar’s Office is working towards
making this information available on its website to the extent allowed by law. A business day is any day voter registration personnel are performing an official function under the Election Code.

(g) The Voter Registrar’s Office will update its website with the list of registered voters on a daily basis.

(h) The Voter Registrar’s Office will provide and distribute the latest form of Voter Registration Application prepared by the Secretary of State. All outdated forms will be destroyed.

(i) Letters seeking confirmation of a person’s current address shall be sent to the most recent address in the possession of the voter registrar. Notices of incomplete or rejection shall be sent to the address on the application.

(j) A registration certificate shall not be cancelled pursuant to Texas Election Code Section 16.031(3) more than two (2) years after the date of final conviction unless the Voter Registrar’s Office shall have conducted an investigation and determined the sentence not to have been fully discharged.

(k) An employee of the Voter Registrar’s Office will be physically present while the Early Voting Ballot Board is reviewing ballots. The employee will be equipped with a computer that will allow viewing of provisional ballot affidavit scans upon request by either a member of the Early Voting Ballot Board.

(l) A formal training session will be held for voter department of the Voter Registrar’s Office to review and confirm all new and continuing policies, including as as set forth in this resolution.

9. This resolution will be submitted to the Department of Justice for preclearance as required under Section 5. If approved, the terms herein shall constitute the baseline for Voting Rights Act purposes.

10. This agreement is made and performable in Harris County, Texas, and shall be construed in accordance with the laws of the United States and the State of Texas.

11. Each signatory to this settlement has entered into same freely without duress after having consulted with professionals of his/her choice. Each signatory expressly warrants and represents that no promise or agreement which is not herein expressed has been made to him/her in executing this Agreement and that no one who is a party hereto is relying upon any statement or representation of any agent of the parties being released hereby. Additionally, each party hereto is relying on his/her own judgment and each has been represented by legal counsel in this matter. The parties represent that their respective counsel has read and explained to him/her the entire contents of this agreement as well as its legal consequences.
Each party hereto has been advised by the mediator that the mediator is not the attorney for any party.

12. NOTWITHSTANDING ANYTHING ELSE CONTAINED IN THIS AGREEMENT, THE PARTIES HERETO INTEND TO BE BOUND BY THIS AGREEMENT AND IT IS BINDING UPON ALL OF THEM.

13. THE PARTIES AGREE THAT THIS AGREEMENT IS MADE PURSUANT TO SECTION 154.071 OF THE CIVIL PRACTICE AND REMEDIES CODE AND IS NOT SUBJECT TO REVOCATION.

AGREED on this 23rd day of October 2009:

Boyd Richie, Chairman, Texas Democratic Party

Gerald Binenberg, Chairmen, Harris County Democratic Party

Leo Vasquez, Harris County Tax Assessor Collector

Harris County
Resolution Agreement

Harris County will pay $45,000 in attorneys' fees plus $20,000 in costs to the Texas Democratic Party.

AGREED on this 23rd day of October 2009:

[Signature]
Boyd Richie, Chairman, Texas Democratic Party

[Signature]
Gerald Birnberg, Chairman, Harris County Democratic Party

[Signature]
Harris County