

## Settlement Agreement and Release

### 1. Recitals

- a. On December 17, 2015, Plaintiffs California Council of the Blind, James Gump, and Lynda Johnson (collectively, “Plaintiffs”) filed this action, *California Counsel of the Blind v. County of San Mateo*, 15-cv-05784-CRB, in the United States District Court for the Northern District of California (the “Lawsuit”). Plaintiffs’ operative First Amended Complaint alleged that Defendants County of San Mateo (the “County”), Mark Church in his official capacity as Chief Elections Officer & Assessor - County Clerk-Recorder, Alex Padilla in his official capacity as California Secretary of State (the “Secretary”), and the State of California (the “State”) (collectively, “Defendants”) had violated Plaintiffs’ rights under Title II of the Americans with Disabilities Act (“ADA”), 42 U.S.C. §§ 12101 *et seq.*, Section 504 of the Rehabilitation Act, 29 U.S.C. § 794, and California Government Code § 11135 by denying Plaintiffs the opportunity to vote privately and independently in their program and service of vote-by-mail voting. Plaintiffs and Defendants are hereafter referred to collectively as “the Parties.”
- b. AB 2252 for the first time established processes and procedures for the review and certification of a Remote Accessible Vote by Mail System (“RAVBM System”) for voters with disabilities. AB 2252 was signed into law on July 22, 2016. The County could not implement an RAVBM System until one had been certified by the Secretary.
- c. The Parties jointly filed and, on September 12, 2016, the Court ordered a Joint Stipulated Interim Order Concerning Implementation of a Remote Accessible Vote by Mail System, which adopted a framework for certifying an RAVBM System for use in California and for implementing an RAVBM System in the County. Plaintiffs, the County, and Mr. Church subsequently filed, and on January 30, 2017, the Court ordered a Supplemental Joint Stipulated Interim Order Concerning Remote Voting for Blind and Low-Vision Voters in San Mateo County, which provided a supplemental plan to further publicize voting options to voters with disabilities in the County.
- d. The State certified two RAVBM Systems for use in California on October 11, 2017, and the County successfully implemented a certified system for its November 2017 election.
- e. The Parties now desire to settle the Lawsuit to fully, fairly, and finally settle all claims Plaintiffs have or may have against Defendants based on the allegations in the Lawsuit for valuable consideration, the receipt and

sufficiency of which are hereby acknowledged. Defendants deny the allegations against them and enter into this settlement agreement (the “Agreement”) to terminate all controversies regarding the matters settled, and to avoid the expense and inconvenience of further litigation, without any admission of any liability.

## **2. Definitions**

The following terms shall have the following meanings with respect to this Agreement. All other terms shall be interpreted according to their plain and ordinary meaning.

- a. “Accessible” refers to digital content that meets the success criteria of the Web Content Accessibility Guidelines (WCAG) 2.0, Level AA.
- b. “Blind and Low-Vision Voters” refers to registered voters in San Mateo County who possess vision disabilities within the meaning of the ADA and who need to use an RAVBM System to vote by mail independently during Elections.
- c. “County Defendants” refers to both Mark Church in his official capacity as Chief Elections Officer and Assessor – County Clerk-Recorder as well as the County of San Mateo.
- d. “Defendants” refers to Mark Church in his official capacity as Chief Elections Officer and Assessor – County Clerk-Recorder, the County of San Mateo, Alex Padilla in his official capacity as California Secretary of State, and the State of California.
- e. “Early Voting Period” refers to the twenty-nine day period before each Election when voters may vote as provided in the California Elections Code.
- f. “Effective Date” refers to the date by which this Agreement is fully executed by the Parties.
- g. “Election” refers to an election administered within the County by some or all of Defendants.
- h. “Elections Division” refers to San Mateo County’s Registration and Elections Division.
- i. “Eligible Voter” refers to a voter who is eligible to vote by mail using a Remote Accessible Vote-by-Mail System.

- j. “Large Print” means text that is presented in 18 point font or larger and that uses the APHONT font format available at <http://www.aph.org/research/design-guidelines/>.
- k. “Plaintiffs’ Counsel” refers to Rosen Bien Galvan & Grunfeld LLP and the Law Office of Robert Rubin.
- l. “RAVBM System” refers to a Remote Accessible Vote-By-Mail system as defined in the California Elections Code used by voters with disabilities to vote by mail.
- m. “Screen-Access Software” refers to both Screen-Reading Software and Screen-Magnification Software.
- n. “Screen-Magnification Software” refers to software that can enlarge text on a screen to the point where a low-vision user can read it visually. Examples of screen-magnification software include MAGic and ZoomText with Speech.
- o. “Screen-Reading Software” refers to software that transmits textual information on a computer screen into an audio output or a refreshable Braille display pad. Examples of screen-reading software include JAWS for Windows, Non-Visual Desktop Access, and Voiceover.
- p. “State Defendants” refers to Alex Padilla in his official capacity as California Secretary of State and the State of California.
- q. “Vote Cast Record” refers to a printed document that contains voting choices generated by a Remote Accessible Vote-by-Mail System that an Eligible Voter may submit to elections officials to vote by mail in an Election.
- r. “Vote Center” refers to the centers where voters may vote and register to vote pursuant to Section 4005 of the California Elections Code.

### **3. County Defendants’ Vote-by Mail Program**

#### **a. RAVBM System**

The County shall continue to offer Blind and Low-Vision Voters the opportunity to vote by mail using an RAVBM System in all Elections for the term of the Agreement.

The County shall also make its RAVBM System available for use by voters at the Elections Division’s office located at 40 Tower Road in San Mateo, California for the term of the Agreement. The County shall provide access to its RAVBM System at the

Elections Division's office as provided for in the second and third paragraphs of Section 3(c)(i)(1) of this Agreement.

b. Continuation of Mobile Voting Program

For the term of this Agreement, upon request from a registered voter eligible to use the RAVBM System, the County shall also continue to bring a Hart Intercivic eSlate Disabled Access Unit (the "DAU") to the voter's home or other mutually agreed upon location during normal business hours Monday through Friday during the Early Voting Period. This service shall be called the "Mobile Voting Program." Voters who contact the Elections Division on Monday through Thursday shall be able to schedule an appointment to have the County bring the DAU to the voter the following business day (or sooner if feasible), or any business day thereafter. Voters who contact the Elections Division on Fridays shall be able to schedule a remote voting appointment on the following Monday (or sooner if feasible) or any business day thereafter. Before the Early Voting Period for each Election, the County shall continue to test the DAU unit or units to ensure that they function properly. The County shall continue to train Elections Division staff who administer the Mobile Voting Program regarding the availability of the Mobile Voting Program, and regarding setup, configuration, disassembly of, and troubleshooting practices for the DAU.

c. Ensuring Access to Accessible Vote-By-Mail Voting During 2018

Until December 31, 2018, the County shall take the following steps to ensure access to its vote-by-mail program by Blind and Low-Vision Voters who do not have ready access to the technology required for use of the County's RAVBM System.

i. Vote Centers and the Elections Division

(1) Availability of RAVBM System

The County shall make its RAVBM System available for use by voters at up to 10 Vote Centers in the County on the day of each Election and during each Vote Center's normal hours of operation during the ten days preceding each Election. For at least three of these Vote Centers that are geographically dispersed throughout the County, the County shall make its RAVBM System available during normal hours of operation for the entire Early Voting Period before each Election. However, if the County is unable to offer access to its RAVBM System in reasonably private settings in at least five (5) Vote Centers as described in the preceding two sentences, the County shall promptly notify Plaintiffs, and within fourteen calendar days after the County provides this notice to Plaintiffs, the County and Plaintiffs shall meet and confer to identify alternate public facilities where the County will provide access to its RAVBM System for that Election.

The County shall provide access to its RAVBM System by, at the Elections Division's office pursuant to Section 3(a) and each Vote Center or other public facility identified pursuant to the previous paragraph of this Section, offering: (a) a computer workstation that is equipped with versions of Screen-Access Software that are compatible with its RAVBM System, including at least two Screen-Reading Software programs and one Screen-Magnification Software program and (b) a printer to enable blind and low-vision voters to download, fill out, and print their vote-by-mail ballot using the RAVBM System. The County shall comply with the Screen-Access Software requirement in the previous sentence by equipping the computers used to access its RAVBM System with licensed versions of JAWS for Windows, Non-Visual Desktop Access, and ZoomText. At the Elections Division's office pursuant to Section 3(a), the County shall also provide a scanner and Accessible optical character recognition software to enable Blind and Low-Vision Voters to identify and review their printed Vote Cast Records for accuracy and legibility. The County may satisfy the requirement in the previous sentence by offering a self-contained scanning and reading appliance designed primarily for and marketed to blind and low-vision persons, including but not limited to the SARA, SARA CE, and the Eye-Pal Solo.

If, in 2018, one or more of the Screen-Access Software programs listed in the previous paragraph cease to be commercially available, or become incompatible with the County's RAVBM System or with the computers used to provide voters with access to the County's RAVBM System at either the Elections Division's office pursuant to Section 3(a) or the Vote Centers or other public facilities identified pursuant to the first paragraph of this Section, the County shall promptly notify Plaintiffs about this development, and the County shall request Plaintiffs' feedback concerning appropriate replacement Screen-Access Software programs. Plaintiffs shall provide the County with this requested feedback within seven calendar days of the County's request. The County shall consider in good faith Plaintiffs' feedback when selecting replacement Screen-Access Software. The County shall report to Plaintiffs the replacement Screen-Access Software program that it selects within seven calendar days of purchasing or acquiring the software. The County shall replace the Screen-Access Software either (1) within thirty calendar days after the County is informed that Screen-Access Software installed on computers used to provide access to the County's RAVBM System at the Elections Division's office and other public facilities is no longer compatible with the County's RAVBM System or with the computers used to provide access to the County's RAVBM system at these locations, or (2) seven calendar days before the Early Voting Period for the next Election, whichever is later.

## (2) Training

Before the beginning of the Early Voting Period for the June 2018 Election, the County shall train relevant staff at the County Elections Division and Vote Centers or

other public facilities that will provide voters with access to the County's RAVBM System to do the following:

- (a) ensure that the computer configured to provide access to the County's RAVBM System is set up in a manner to allow a voter using the system an opportunity to vote privately;
- (b) direct Blind and Low-Vision Voters who wish to access the County's RAVBM System to the computer equipped with Screen-Access Software to vote; and
- (c) activate Screen-Access Software that is compatible with the County's RAVBM System on the computer.

The County shall provide Plaintiffs the opportunity to review and comment on written materials that the County will use during the training. Plaintiffs shall provide their feedback on these materials within ten calendar days after receiving them. The County shall consider in good faith incorporating Plaintiffs' feedback into the final versions of these materials. The County shall provide Plaintiffs with the final versions of the written training materials before the Early Voting Period for the June 2018 Election. The County and Plaintiffs shall also follow the process outlined in this paragraph for major substantive revisions to the written training materials if the County wishes to make such revisions to the training materials during 2018. If the County makes major substantive revisions to the training materials in 2019 or 2020, the County shall promptly provide Plaintiffs with copies of the revised training materials after finalizing the revised training materials.

The County shall provide Plaintiffs the opportunity to observe one training session for Vote Center staff conducted pursuant to this Section.

d. Publicity of RAVBM System

The County shall take the following steps to publicize the availability of its RAVBM System:

- i. No later than fourteen calendar days before the Early Voting Period for the June 2018 Election, the County shall prepare an Accessible flyer that provides information concerning availability of the RAVBM System, including the period when it will be available, the website address where voters may access the County's RAVBM System, other ways that voters can access the RAVBM System (such as Vote Centers and the Elections Division's office), a description of which voters are eligible to use the system, and both a phone number

and email address through which voters may request technical assistance with accessing the County's RAVBM System. The flyer shall also mention the availability of the Mobile Voting Program described in Section 3(b) of this Agreement. Before distributing the flyer to the public, the County shall provide Plaintiffs a copy of this flyer to permit Plaintiffs to provide input on the flyer. The County shall consider in good faith adopting any proposed revisions to the flyer from Plaintiffs. Plaintiffs shall promptly provide any feedback concerning the flyer to the County. The County shall provide Plaintiffs with the final version of the flyer before the first day of the Early Voting Period for the June 2018 Election.

- ii. No later than fourteen calendar days before the Early Voting Period for the June 2018 Election, the County shall post the content of the flyer described in Section 3(d)(i) on a static webpage on the Elections Division's website.
- iii. Beginning with the June 2018 Election, the County shall distribute the information contained in the flyer described in Section 3(d)(i) with sample ballot materials before each Election.
- iv. No later than seven calendar days before the Early Voting Period before each 2018 Election, the County shall distribute an Accessible Large Print electronic version of the flyer described in section 3(d)(i) to the following:
  - (1) The County's Voting Accessibility Advisory Committee;
  - (2) The Lighthouse for the Blind and Visually Impaired, 1155 Market Street, San Francisco, CA 94103;
  - (3) The Vista Center for the Blind and Visually Impaired, 2500 El Camino Real, Suite 100, Palo Alto, CA 94306;
  - (4) The Santa Clara Valley Blind Center, 101 North Bascom Avenue, San Jose, CA 95128;
  - (5) The Center for Independence of Individuals with Disabilities, 2001, Windward Way, Suite 103, San Mateo, CA 94404;
  - (6) The San Francisco Independent Living Resource Center, 825 Howard Street, San Francisco, CA 94103;

- (7) Managers of the email distribution lists for the California Council of the Blind and the California affiliate of the National Federation of the Blind;
  - (8) The County Ombudsman with a request that the flyer is circulated to all nursing homes, assisted living facilities, and senior centers within San Mateo County;
  - (9) The media contacts in Exhibit A attached hereto;
  - (10) All public libraries within the County;
  - (11) All cities within the County; and
  - (12) The County's Aging & Adult Services division within the Health System.
- v. The County shall provide the flyer in Braille to voters and organizations upon request.
  - vi. Social Media. Beginning seven calendar days before the Early Voting Period for each 2018 Election, the County shall:
    - (1) post information at least three times at reasonable intervals before the Election, concerning the availability of the RAVBM System on the Elections Division's Twitter account; and
    - (2) post information at least three times at reasonable intervals before the Election concerning the availability of the RAVBM System on the County's Facebook webpage.
  - vii. The steps adopted by this Agreement to publicize the RAVBM System supersede any steps or obligations set forth in the Supplemental Joint Stipulated Interim Order Concerning Remote Voting for Blind and Low-Vision Voters in San Mateo County (ECF No. 88) filed January 30, 2017.
- e. Malfunctions with the RAVBM System

The County shall develop written protocols for promptly resolving malfunctions with its RAVBM system that will or are likely to impact the system's availability during Early Voting Periods before Elections. Before the County finalizes these protocols, the County shall provide Plaintiffs an opportunity to review and comment on them. Plaintiffs shall provide their feedback on the County's proposed protocols within ten calendar days



of receiving them from the County. The County shall in good faith consider incorporating Plaintiffs' feedback into the final protocols. The County shall finalize these protocols no later than either (1) ninety days after the Effective Date, or (2) seven calendar days before the Early Voting Period for the June 2018 Election, whichever is sooner. The County and Plaintiffs shall also follow the process outlined in this paragraph for revisions to the protocols if the County wishes to make major substantive revisions to the protocols in 2018. If the County makes major substantive revisions to these protocols in 2019 or 2020, the County shall promptly provide the revised protocols to Plaintiffs after finalizing the revised protocols.

Once the County first finalizes these protocols, if the County's RAVBM System malfunctions or otherwise becomes unavailable for use during the Early Voting Period for an Election, the County shall promptly follow the protocols described in this Section to restore availability of its RAVBM system for use by voters in that Election.

i. Notice

If the County determines that its RAVBM System has become unavailable for use for one hour or longer during the Early Voting Period due to malfunctions or for any other reason, the County shall do the following:

- (1) Post an Accessible notice regarding the unavailability of the RAVBM System on the Elections Division's website, the County's Facebook page, and the Elections Division's Twitter account within one business day after the County first learns that the RAVBM System has become unavailable if the County's RAVBM System remains unavailable for use. If the County reasonably believes that functionality of its RAVBM system will not be restored in time for Eligible Voters to vote using the system in that Election, the notice that the County distributes under this paragraph will advise voters to vote in that Election using some other means.
- (2) If the County posts a notice pursuant to Section 3(d)(i) of this Agreement, once the RAVBM System again becomes available for use by voters, post an Accessible notice on the Elections Division's website, the County's Facebook page, and the Elections Division's Twitter account within one business day after the County determines that availability of the County's RAVBM System has been restored.

f. Training and Technical Support

i. County Staff

Before the Early Voting Period for the June 2018 Election, the County shall provide training concerning operation of the County's RAVBM System to all Elections Division staff responsible for responding to voter questions regarding the County's RAVBM System. The County shall promptly notify Plaintiffs after the training session described in this paragraph is completed.

ii. Voters

Starting before the Early Voting Period for the June 2018 Election, the County shall take the following steps to educate voters regarding use of its RAVBM System.

- (1) The County shall provide access to a demonstration version of its RAVBM System on the Elections Division's website at all times that voters can use to practice marking a ballot and printing a Vote Cast Record using the County's RAVBM System.
- (2) On the Elections Division website, the County shall provide clear and understandable instructions on how to fill out and return a Vote Cast Record using the County's RAVBM System.
- (3) The County shall make a computer system equipped with Accessible optical character recognition software, Screen-Access Software compatible with the County's RAVBM System, including at least two Screen-Reading Software programs and one Screen-Magnification Software program, and a demonstration version of the County's RAVBM System and both a functional printer and scanner available at the Elections Division's office located at 40 Tower Road in San Mateo, California during regular business hours year round to enable voters to practice filling out and printing Vote Cast Records using the County's RAVBM System. The County may satisfy the requirement in the previous sentence to offer a scanner and optical character recognition software by offering at the Elections Division's office a self-contained scanning and reading appliance designed primarily for and marketed to blind and low-vision persons, including but not limited to the SARA, the SARA CE, and the Eye-Pal Solo.

- (4) The County shall offer a phone line that voters can call to obtain technical support with use of the County's RAVBM System during business hours during the Early Voting Period before each Election and on the day of each Election. The County shall ensure that individuals who staff this technical support phone line are trained to assist Blind and Low-Vision Voters with using Screen-Access Software to access, fill out, and print a Vote Cast Record using the County's RAVBM System.

g. Access to Vote-by-Mail Registration Forms

The County shall ensure that the electronic forms for registering to vote by mail are Accessible and fillable using Screen-Access Software so that Blind and Low-Vision Voters can complete them independently.

#### **4. Obligations of the State Defendants**

a. Testing New Proposed RAVBM Systems

The Secretary voluntarily agrees to continue, until December 31, 2020, its current practice of inviting members of the disability community, including Plaintiffs, to participate in any user accessibility testing that the Secretary organizes of any RAVBM System pursuant to the Secretary's review of that system for possible certification for use in California.

b. Testing of New Versions of Existing Certified RAVBM Systems

The Secretary voluntarily agrees to continue, until December 31, 2020, its current practice of inviting members of the disability community, including Plaintiffs, to participate in any user accessibility testing that the Secretary organizes of any new version of an RAVBM System previously certified for use in California pursuant to the Secretary's review of that new version for possible certification for use in California.

#### **5. Information Sharing by County**

Beginning with the first Election after the Effective Date and every six months thereafter for the term of this Agreement, the County shall provide Plaintiffs with the following information: (1) the number of ballots that were cast using the County's RAVBM System during Elections conducted in the prior six months, (2) the number of complaints regarding the RAVBM System that the County received during Elections conducted in the prior six months, including the date that the County received each complaint and a description of the nature of each complaint, and (3) for each complaint, whether the County resolved the complaint, or if the County did not resolve the complaint, what steps the County took to address the complaint.

## **6. Continuing Jurisdiction**

The District Court shall retain jurisdiction to enforce the terms of this Agreement with respect to the County Defendants for the term of the Agreement. If Judge Breyer becomes unavailable during the term of this Agreement, the County and Plaintiffs shall request that another judge or magistrate judge be assigned authority over this matter. This District Court shall not retain jurisdiction over the State Defendants, for any purpose, after the Effective Date.

## **7. Term**

With respect to the County Defendants, the term of this Agreement shall be until December 31, 2020. As to the State Defendants, this Agreement becomes effective on the Effective Date.

## **8. Dispute Resolution**

All disputes concerning compliance with this Agreement shall be resolved as follows:

- a. *Meet and confer.* Plaintiffs' Counsel shall send a letter to Counsel for the County Defendants concerning any dispute, and the County and Plaintiffs shall meet and confer in a good faith effort to resolve any dispute.
- b. *Mediation.* If the County and Plaintiffs are unable to resolve their dispute through such meet and confer negotiations within twenty-one days of receipt of the letter raising the dispute, they shall submit the matter to mediation before Howard Herman, Director of the District Court for the Northern District of California's Alternative Dispute Resolution Program to attempt to mediate the dispute. If Howard Herman is not available within forty-five days, the County and Plaintiffs will utilize the services of a mutually-agreed-upon mediator at the Northern District's Alternative Dispute Resolution program.
- c. *Enforcement motion.* In the event that the County and Plaintiffs are unable to resolve a dispute through mediation within sixty days after the date of Plaintiffs' letter initiating the dispute resolution process, they shall submit the dispute for binding resolution by the Federal District Court for the Northern District of California under the Court's continuing jurisdiction over this case. Plaintiffs' Counsel may claim and recover reasonable fees and costs in connection with enforcement proceedings under this paragraph if Plaintiffs prevail in establishing in such proceedings that either (1) the County materially breached this Agreement, or (2) the County materially impaired Plaintiffs' right to participate in the County's vote-by-mail

program. The County may recover its fees and costs in the event the Court finds Plaintiffs' motion to be frivolous, unreasonable or groundless, or that Plaintiffs continued to litigate it after it clearly became so.

## **9. Attorneys' Fees and Monitoring Fees**

Within sixty (60) days after the Effective Date, the State Defendants shall pay Plaintiffs' Counsel \$354,175 for attorneys' fees, costs, and expenses accrued up through the Effective Date. Within sixty (60) days after the Effective Date, the County Defendants shall pay Plaintiffs' Counsel \$810,325, which includes attorneys' fees, costs, and expenses accrued up through the Effective Date as well as for their work monitoring compliance with the Agreement.

## **10. No Admission**

This Agreement does not constitute, nor shall it be construed as, an admission or concession by any of the Parties for any purpose. This Agreement is a compromise settlement of the Lawsuit and shall not be used for any other purpose, and by executing this Agreement, none of the Parties admits wrongdoing, liability, or fault in connection with the Lawsuit.

## **11. Release**

Plaintiffs waive and release all claims for relief of any nature against Defendants and their agents, successors, assigns, and officers, that relate to the denial of the right to vote by mail in Elections prior to the Effective Date, including all claims for attorneys' fees, costs, or expenses accrued through the Effective Date except as expressly provided for in this Agreement.

## **12. Miscellaneous**

### **a. Dismissal**

Within 15 days of the Effective Date of this Agreement, Plaintiffs' Counsel shall file a Request for Dismissal of the Lawsuit with prejudice, except that the District Court will retain jurisdiction to enforce this Agreement with respect to the County Defendants for the term of the Agreement.

### **b. Entire Agreement**

This Agreement contains the entire agreement between the Parties. The terms of this Agreement supersede any prior discussions, understandings, or agreements between the Parties relating to this matter. No modifications or limits will be binding on the Parties unless expressly provided for in this Agreement or made by writing signed by all of the Parties.

c. Counterparts

This Agreement may be executed in counterparts, each of which will be considered an original, but all of which, when taken together, will constitute one and the same instrument.

d. Interpretation

This Agreement is deemed to have been drafted by all the Parties hereto, as a result of arm's length negotiations among the Parties. Whereas all the Parties have contributed to the preparation of this Agreement, it shall not be construed more strictly against one Party than another. The headings in this Agreement are solely for convenience and will not be considered in its interpretation. Where required by context, the plural includes the singular and the singular includes the plural.

e. Severability

In the event any portion of this Agreement is deemed to be unenforceable, or is in conflict with applicable law, the remainder of this Agreement will be enforced and will remain in full force and effect.

f. Choice of Law

This Agreement shall be governed, construed, and interpreted in accordance with the laws of California.

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g. Execution

The Parties, having carefully read this Agreement, and having consulted or having been given an opportunity to consult legal counsel, hereby acknowledge their agreement to all of the foregoing terms and conditions by executing this Agreement. Each signatory hereto represents and warrants that it is authorized to sign this Agreement on behalf of the respective party. Facsimile and PDF signatures on this Agreement shall be treated as original signatures. A copy of this Agreement shall be treated as an original.

Dated: \_\_\_\_\_ CALIFORNIA COUNCIL OF THE BLIND

By: \_\_\_\_\_  
Judy Wilkinson, President

Dated: \_\_\_\_\_  
JAMES GUMP

Dated: \_\_\_\_\_  
LYNDA JOHNSON

Dated: \_\_\_\_\_  
MARK CHURCH  
Chief Elections Officer and  
Assessor–County Clerk-Recorder

Dated: \_\_\_\_\_  
COUNTY OF SAN MATEO

Dated: \_\_\_\_\_  
STATE OF CALIFORNIA  
CALIFORNIA SECRETARY OF STATE

By: \_\_\_\_\_  
Steve Reyes  
Chief Counsel, California Secretary of State

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Dated: 2/28/18 CALIFORNIA COUNCIL OF THE BLIND  
By: J. Wilkinson  
Judy Wilkinson, President

Dated: \_\_\_\_\_ JAMES GUMP

Dated: \_\_\_\_\_ LYNDA JOHNSON

Dated: \_\_\_\_\_ MARK CHURCH  
Chief Elections Officer and  
Assessor-County Clerk-Recorder

Dated: \_\_\_\_\_ COUNTY OF SAN MATEO

Dated: \_\_\_\_\_ STATE OF CALIFORNIA  
CALIFORNIA SECRETARY OF STATE

By: \_\_\_\_\_  
Steve Reyes  
Chief Counsel, California Secretary of State



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Dated: \_\_\_\_\_  
LYNDA JOHNSON

Dated: \_\_\_\_\_  
MARK CHURCH  
Chief Elections Officer and  
Assessor-County Clerk-Recorder

Dated: \_\_\_\_\_  
COUNTY OF SAN MATEO

Dated: \_\_\_\_\_  
STATE OF CALIFORNIA  
CALIFORNIA SECRETARY OF STATE

By: \_\_\_\_\_  
Steve Reyes  
Chief Counsel, California Secretary of State

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JAMES GUMP

Dated: 3-5-18 \_\_\_\_\_  
LYNDA JOHNSON

Dated: \_\_\_\_\_  
MARK CHURCH  
Chief Elections Officer and  
Assessor-County Clerk-Recorder

Dated: \_\_\_\_\_  
COUNTY OF SAN MATEO

Dated: \_\_\_\_\_  
STATE OF CALIFORNIA  
CALIFORNIA SECRETARY OF STATE

By: \_\_\_\_\_  
Steve Reyes  
Chief Counsel, California Secretary of State

RECEIVED

MAR 15 2018

Rosen Bien Galvan & Grunfeld

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JAMES GUMP

Dated: \_\_\_\_\_  
LYNDA JOHNSON

Dated: 3/16/18 \_\_\_\_\_  
MARK CHURCH  
Chief Elections Officer and  
Assessor-County Clerk-Recorder

Dated: \_\_\_\_\_  
COUNTY OF SAN MATEO

Dated: \_\_\_\_\_  
STATE OF CALIFORNIA  
CALIFORNIA SECRETARY OF STATE

By: \_\_\_\_\_  
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Judy Wilkinson, President

Dated: \_\_\_\_\_  
JAMES GUMP

Dated: \_\_\_\_\_  
LYNDA JOHNSON

Dated: \_\_\_\_\_  
MARK CHURCH  
Chief Elections Officer and  
Assessor-County Clerk-Recorder

Dated: 2-28-18 \_\_\_\_\_  
COUNTY OF SAN MATEO

Dated: \_\_\_\_\_  
STATE OF CALIFORNIA  
CALIFORNIA SECRETARY OF STATE

By: \_\_\_\_\_  
Steve Reyes  
Chief Counsel, California Secretary of State

g. Execution

The Parties, having carefully read this Agreement, and having consulted or having been given an opportunity to consult legal counsel, hereby acknowledge their agreement to all of the foregoing terms and conditions by executing this Agreement. Each signatory hereto represents and warrants that it is authorized to sign this Agreement on behalf of the respective party. Facsimile and PDF signatures on this Agreement shall be treated as original signatures. A copy of this Agreement shall be treated as an original.

Dated: \_\_\_\_\_ CALIFORNIA COUNCIL OF THE BLIND


By: \_\_\_\_\_  
Judy Wilkinson, President

Dated: \_\_\_\_\_  
JAMES GUMP

Dated: \_\_\_\_\_  
LYNDA JOHNSON

Dated: \_\_\_\_\_  
MARK CHURCH  
Chief Elections Officer and  
Assessor-County Clerk-Recorder

Dated: \_\_\_\_\_  
COUNTY OF SAN MATEO

Dated: 3/1/2018  
STATE OF CALIFORNIA  
CALIFORNIA SECRETARY OF STATE  
By:   
Steve Reyes  
Chief Counsel, California Secretary of State

# **Exhibit A**

	<b><u>Organization Name</u></b>	<b><u>Email</u></b>
Newspapers/magazines	The Almanac	<a href="mailto:rbatti@almanacnews.com">rbatti@almanacnews.com</a>
Newspapers/magazines	Bay City News Services	bcn@pacbell.net
Newspapers/magazines	Redwood City-based News Reporter	
Newspapers/magazines	Daily News Group San Mateo County Reporter	mdianda@dailynewsgroup.com
Newspapers/magazines	Daily Post	<a href="mailto:news@padailypost.com">news@padailypost.com</a>
Newspapers/magazines	East Palo Alto Today	epatoday@aol.com
Newspapers/magazines	El Mensajero (Spanish Language)	<a href="mailto:Comentarios@elmensajero.com">Comentarios@elmensajero.com</a>
Newspapers/magazines	Half Moon Bay Review Managing	<a href="mailto:clay@hmbreview.com">clay@hmbreview.com</a>
Newspapers/magazines	News for Chinese (Chinese Language)	<a href="mailto:editor@newsforchinese.com">editor@newsforchinese.com</a>
Newspapers/magazines	Pacifica Tribune	<a href="mailto:hhinshaw@pacificatribune.com">hhinshaw@pacificatribune.com</a>
Newspapers/magazines	San Francisco Chronicle	<a href="mailto:tbyrne@sfchronicle.com">tbyrne@sfchronicle.com</a>
Newspapers/magazines	San Francisco Examiner	<a href="mailto:vechavaria@sfexaminer.com">vechavaria@sfexaminer.com</a>
Newspapers/magazines	San Jose Mercury News	<a href="mailto:kmclaughlin@mercurynews.com">kmclaughlin@mercurynews.com</a>
Newspapers/magazines	The San Mateo County Times	akinney@bayareanewsgroup.com
Newspapers/magazines	The San Mateo Daily Journal	<a href="mailto:jon@smdailyjournal.com">jon@smdailyjournal.com</a>
Newspapers/magazines	Sing Tao Daily (Chinese Language)	<a href="mailto:editor@singtaousa.com">editor@singtaousa.com</a>
Newspapers/magazines	The Spectrum	penna@spectrummagazine.net
Newspapers/magazines	El Ravenswood	<a href="mailto:info@eastpaloaltoinformation.com">info@eastpaloaltoinformation.com</a>
Blogs	Coastsider.com	editor@coastsider.com
Blogs	The Daily Fetch	<a href="mailto:wd@thedailyfetch.com">wd@thedailyfetch.com</a>
Blogs	InMenlo.com	tips@inmenlo.com
Blogs	Montara Fog Darin Boville	<a href="mailto:darin@montarafog.com">darin@montarafog.com</a>

Blogs	Pacifica Riptide John Maybury	<a href="mailto:mayburrito@goofbuster.com">mayburrito@goofbuster.com</a>
Blogs	Peninsula Public Policy Examiner	<a href="mailto:bruce.examiner@gmail.com">bruce.examiner@gmail.com</a>
Television	KGO-TV Channel 7 ABC	<a href="mailto:kgotv.desk@abc.com">kgotv.desk@abc.com</a>
Television	KNTV NBC	<a href="mailto:tips@nbcbayarea.com">tips@nbcbayarea.com</a>
Television	KPIX-TV CBS	<a href="mailto:kpixnewsassign.editors@cbs.com">kpixnewsassign.editors@cbs.com</a>
Television	KRON-TV	<a href="mailto:assignmentdesk@kron.com">assignmentdesk@kron.com</a>
Television	KTSF 26	<a href="mailto:awong@ktsfnews.com">awong@ktsfnews.com</a>
Television	KTVU FOX 2	<a href="mailto:newstips@ktvu.com">newstips@ktvu.com</a>
Television	Peninsula Television	<a href="mailto:pentv.tv@gmail.com">pentv.tv@gmail.com</a>
Television	Univision 14, KDTV (Spanish Language)	<a href="mailto:noticias14@univision.net">noticias14@univision.net</a>
Television	Midpeninsula Media Center	<a href="mailto:info@midpenmedia.org">info@midpenmedia.org</a>
Radio Stations	KCBS 740 AM Radio	<a href="mailto:kcbcomments@kcbs.com">kcbcomments@kcbs.com</a>
Radio Stations	KLIV Silicon Valley News	<a href="mailto:jbennert@empirebroadcasting.com">jbennert@empirebroadcasting.com</a>
Radio Stations	1590 AM Radio Powered by TCPDF	<a href="mailto:jbennert@empirebroadcasting.com">jbennert@empirebroadcasting.com</a>