SETTLEMENT TERMS

HAVING PARTICIPATED IN A SETTLEMENT CONFERENCE ON JUNE 30, 2026, JULY 6 AND 13, 2026, THE UNDERSIGNED PARTIES IN CV 2025-020621 SUPERIOR COURT OF ARIZONA, IN AND FOR MARICOPA COUNTY AND IN CONFORMITY WITH THE EN BANC ORDER ISSUED JULY 7, 2026 IN CV-26-0189-SA ARIZONA SUPREME COURT, HEREBY AGREE AS FOLLOWS:

1. The parties hereby agree to resolve the disputes between them pursuant to the terms set forth on Exhibit "A." The terms set forth on Exhibit "A" shall govern future elections, except that the modifications set forth on Exhibit "B" shall supersede such terms and govern the 2026 Primary Election only. To the extent any party delegates its statutory authority to the other, or accepts a delegation of statutory authority from the other, under the terms of Exhibits A or B whether or not such delegation is noted specifically , such delegation and/or acceptance are revocable in either party's sole discretion the thirty (30) days following the date after a General Election There is no revocation right following a Primary Election.

2. Except as expressly provided herein, this constitutes a global settlement of all liabilities and disputed claims and counterclaims that have been asserted, or which could have been asserted, known or unknown, by or against (a) any party in this action, (b) each and every one of the undersigned persons (in any and all capacities, official and personal) and entities to these Settlement Terms, and (c) each or any current or former spouse, affiliate, officer, director, employee, manager, member, shareholder, general partner, limited partner, resident, trustee, beneficiary, affiliate, insurer, attorney or agent, and all of their marital communities, successors, predecessors, insured and assigns. The parties shall sign mutual and global releases in this regard. No party shall admit liability to the other. All claims, counterclaims and third-party claims *vis-à-vis* the undersigned parties (collectively, the "Lawsuit") shall be dismissed with prejudice. **Notwithstanding the foregoing, the following does not resolve, and has no effect with respect to any claim asserted by Rachel Mitchell, in her official capacity as Maricopa County Attorney in this matter.** The Board shall immediately withdraw all appeals, and shall not file any new amicus briefs relating to this case (or the consolidated case), upon full execution of this Agreement.

3. This document may be executed in counterparts, and electronic, photographic and/or facsimile signatures are valid. All parties who have signed this document represent and warrant that they have full authority to settle and fully resolve all claims. **Notwithstanding the foregoing, if less than a quorum of the Maricopa County Board of Supervisors has signed these Settlement Terms, the signing Supervisors shall make reasonable efforts to communicate the Terms to the**

remaining Supervisors, and to arrange for the scheduling of a Board of Supervisors Meeting upon which these Settlement Terms can be considered and voted upon.

4. **Upon approval by the Board of Supervisors for these Settlement Terms and to create and fund all positions contemplated therein ,** this is a binding settlement agreement pursuant to Rule 80(a), *Arizona Rules of Civil Procedure*.

5. The parties shall execute any and all documents reasonable or necessary to effectuate performance under these Settlement Terms, including but not limited to a Stipulation to Dismiss With Prejudice. All parties shall bear their own attorneys' fees, costs and expenses.

6. Each of the undersigned represents and warrants that he / she / it: (a) has executed these Settlement Terms after reading all of the terms contained herein; (b) fully understands and agrees to all Settlement Terms; (c) is not impaired by drugs, alcohol or medication at the time these Settlement Terms are signed; (d) is entering these Settlement Terms freely, unconditionally, and not as a result of force, threats or coercion; (e) understands that these Settlement Terms are binding agreements; and (f) has had the opportunity to confer with counsel before signing this Agreement.

7. Arizona law governs this settlement. Time is of the essence for all terms of the Settlement Terms.

8. Although settlement negotiations and discussion shall remain confidential pursuant to Rule 408, *Arizona Rules of Evidence,* Rule 16(d), *Arizona Rules of Civil Procedure*, and Order of this Court, these Settlement Terms shall be a public record and shall be filed. No party shall disseminate any information about the negotiations or discussions and each party agrees and understands that a Court Order precludes the dissemination of such information.

9. Should any dispute arise regarding these Settlement Terms, **INCLUDING, BUT NOT LIMITED TO, ANY LANGUAGE TO BE USED IN THE SETTLEMENT DOCUMENTATION REQUIRED IN PARAGRAPHS 4 AND 5,** the parties agree that the dispute shall be submitted to Hon. Christopher A. Coury (the "Special Master") for a binding, non-appealable determination to the extent that this Special Master is not prohibited from making such a determination. Review of the Special Master's decision shall be exclusively by Special Action to the Arizona Supreme Court. The Special Master shall certify the question, if

appropriate, under the Rules of Procedure of Special Action. No party shall seek a stay *pendente lite* during the special action to the Arizona Supreme Court.

10. As a condition of settlement, the parties will stipulate to the entry of a Court Order adopting these settlement terms and directing compliance with all of the matters agreed to in these Settlement Terms, including on Exhibits "A" and "B."

11. **Nothing about this settlement shall be deemed to be res judicata or of preclusive effect if circumstances, elected officials or the law may change in the future. No final judgment had been entered in this case. As such, all orders are vacated, and nothing in or about this case, or any orders or rulings entered therein, shall be deemed to be a final order or have any res judicata, preclusive effect, or be construed as having any binding authority.**

12. **The parties shall agree to a mutual press release announcing the resolution of this lawsuit between them.**

13. **Each party shall act in good faith and shall deal fairly with the other party. Without any admission that the Maricopa County Recorder's Office (the "Recorder") has been treated preferentially or unfairly, the Recorder shall be treated reasonably, fairly, and no differently than the office of all other County elected officials for all future matters, including procurement, budget, HR, etc. Existing personnel of the Recorder shall be treated like existing personnel from offices of other elected officials (including a determination of what personnel are and are not above the baseline).**

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS SETTLEMENT ON THE NEXT PAGE.

PLAINTIFF	DEFENDANTS
JUSTIN HEAP, IN HIS OFFICIAL CAPACITY AS MARICOPA COUNTY RECORDER Justin Heap Date: July 13, 2026	THOMAS GALVIN, MARK STEWART, KATE BROPHY MCGEE, DEBBIE LESKO, AND STEVE GALLARDO, EACH IN HIS OR HER OFFICIAL CAPACITY AS A MEMBER OF THE MARICOPA COUNTY BOARD OF SUPERVISORS R.F. Gal. Jr. THOMAS GALVIN MARK STEWART Kate Brophy McGee KATE BROPHY MCGEE D Lesko DEBBIE LESKO STEVE GALLARDO Date: July 13, 2026
COUNSEL FOR PLAINTIFF -- APPROVED AS TO FORM Jon Hy	COUNSEL FOR DEFENDANTS GALVIN, MCGEE, LESKO AND GALLARDO-- APPROVED AS TO FORM COUNSEL FOR DEFENDANT STEWART -- APPROVED AS TO FORM

EXHIBIT "A"

MATTERS AGREED UPON – ALL ELECTIONS

		Duty / Task	Authorized Responsibility
A.	**Voter Registration**	1. Accepting Voter Registrations	Recorder
		2. Processing Voter Registrations	Recorder
		3. Updating Voter Registrations	Recorder, except as provided in Exhibit A ¶ A(5)
		4. Maintaining Voter lists	Recorder
		5. Training election workers to update voter registration information during in-person voting that is administered by the Board	Recorder, with the Board otherwise retaining authority over such in-person voting operations unless otherwise noted herein
B.	**Early Voting And Ballot Replacement Sites**	1. Distributing Early Ballots by Mail	Recorder
		2. Scanning Early Ballots Received by Mail	Recorder
		3. Conducting Signature Verification	Recorder
		4. Conducting Signature Curing with Early Ballot Affidavits	Recorder
		5. Preparing and procuring Early Ballots	Board
		6. Appointing and overseeing "Early Election Boards" to canvass and tally early ballots received	Board

B.	**Early Voting And Ballot Replacement Sites (cont.)**	7. Selection of in-person early voting locations, subject to Exhibit A ¶ B(9).	Recorder
		8. Determination, and funding, of maximum number of early voting sites. Until Jan. 1 2029, there shall be no fewer than 20% of the sites on Election Day.	Board
		9. Procurement of early-voting sites consistent with County contracting and real estate policies (i.e. general policies re: accessibility, parking, power supply, hours of operation, HVAC, etc.)	Board
		10. Establishment of budget setting amount of funding for equipment to be used at early voting locations. Subject to the County Procurement Code, equipment may be purchased jointly for shared use or separately for one party's exclusive use.	Board
		11. Promulgating and enforcing personnel policies for election workers, permanent and temporary (*i.e.*, HR, OSHA, cybersecurity policies, employee Code of Conduct, A.R.S. § 41-752, etc. – as applicable to all county employees).	Board, generally as to all county employees
		12. Promulgating and enforcing additional policies for employees within the MCRO that do not conflict with county policies.	Recorder

B.	**Early Voting And Ballot Replacement Sites (cont.)**	13. Hiring and training temporary workers. Until January 2029, Recorder to have authority and budget allocated to hire 20% of trainers of the Board.	Recorder and Board jointly, with the Board and the Recorder both having access to the Board Worker System necessary to hire and pay their respective election workers.
		14. Termination of temporary workers at all early voting locations (including ballot replacement sites) consistent with countywide HR policies and, to avoid unexpected staffing shortages, with notification to the Board.	Recorder
		15. Use of currently existing voting equipment (e.g. e-pollbooks) during early voting.	Recorder
		16. SEE Exhibit "C"	
		17. Within the Recorder's FY 2027 adopted Budget, and within the adopted Budget for each fiscal year thereafter, the Recorder will have the authority to hire and train personnel (permanent staff) to conduct elections, and associated office space. The Recorder shall not be exempted from complying with County policies and procedures when doing so.	Recorder

B.	**Early Voting And Ballot Replacement Sites (cont.)**	18. During Budget Year FY 2027, the Board shall consider a mid-year budget request from the Recorder, in good faith, and approve an additional ten (10) early voting election staff and reasonable office space if reasonably necessary to carry-out the Recorder's early voting functions prior to the beginning of the next budget year (i.e. FY 2028).	Board

C.	**Ballot Drop Boxes**	1. Collection and transportation of ballots deposited at drop boxes (excluding ballot boxes in polling places during emergency voting and Election Day).	Joint
		2. Ultimate authority to direct courier team if dispute arises.	Joint (1 representative from each office)
		3. Selection of locations of early voting ballot drop boxes.	Recorder
		4. Determination, and funding, of maximum number of early voting drop boxes.	Board
D.	**Emergency Voting**	1. Authorization of emergency voting and site selection	Board
		2. Administration of emergency voting.	Delegated to the Board, revocable pursuant to ¶ 1 of the Settlement Terms
E.	**Election Day Voting**	1. Determination of Election Day voting locations.	Board
		2. Preparing and procuring Election Day Ballots.	Board
		3. Procurement, deployment and control of equipment and supplies used by staff.	Board
		4. Appointment, training, management and oversight of election boards and marshals administering Election Day voting operations.	Board (NB: Per B13, *supra.*, this is JOINT for election workers assigned to polling places during early voting)

F.	**Ballot Tabulation**	1. Conduct and oversee all tabulation activities (all ballot types).	Board. Tabulation of early ballots on Election Day, which is delegated to and shall be performed by the Board. This delegation is revocable pursuant to ¶ 1 of the Settlement Terms
		2. a. The Recorder shall have real-time digital access to camera livestream from all vote counting areas. b. The Recorder shall have real-time access to the MCTEC NVR (or its successor system) for the vote counting cameras. c. The Board will add cameras at locations requested by the Recorder for the vote counting areas and as reasonably necessary to provide a full, complete, and meaningful view of the areas. d. The Recorder shall have real time digital access to all cameras for the L Room, the trailers and the warehouse. When releasing any footage, each party shall follow applicable law and court rulings .	Recorder and Board. To the extent this subpart involves a delegation of statutory duties, it is revocable pursuant to ¶ 1 of the Settlement Terms
		3. Control existing video surveillance system inside the Central Counting Center.	Board
		4. Pre-tabulation processing (all ballot types).	Board
		5. Conduct / oversee all ballot duplication activities.	Board

		6. Conduct / oversee all ballot adjudication activities.	Board
G.	**Provisional Ballots**	1. Preparing and printing provisional ballots.	Board, but delegated to the Recorder to permit printing ballots on demand during in-person voting under the Recorder's supervision.. Revocable pursuant to ¶ 1 of the Settlement Terms.
		2. Issuing provisional ballots.	Delegated to the Recorder for purposes of printing ballots on demand during in-person voting under the Recorder's supervision. Revocable pursuant to ¶ 1 of the Settlement Terms
		3. Tabulating and canvassing cured provisional ballots.	Board
		4. Overseeing the researching and curing of conditional provisional ballots.	Recorder
		5. Overseeing the researching and curing of provisional ballots.	Recorder
		6. In accordance with the County Procurement Code, purchase of equipment to conduct researching and curing of conditional provisional ballots and provisional ballots (within its own budget and funds allocated to the Recorder).	Recorder

H.	**Chain of Custody**	1. Maintain and document chain of custody of all early ballots that have cleared signature verification by Recorder's Office.	Board
		2. Maintain and document chain of custody of all early ballots received in-person at voting locations on Election Day for each voting location until transferred to Recorder for signature verification.	Recorder shall control the form, which (i) shall not require ballot counts until after polls close, and (ii) shall require an actual count conducted at each voting location after polls close. Board shall conduct an actual count as set forth above. Board shall control staffing on Election Day
		3. Election Day ballots.	Board
		4. Provisional ballots that have been timely cured.	Board
		5. Conditional provisional ballots that have been timely cured.	Board
		6. Supplies and equipment deployed to voting locations.	Board
		7. Military and overseas ballots before tabulation.	Recorder
		8. Special election board ballots.	Recorder
		9. Ballots in the signature curing process.	Recorder
		10. Ballots in the signature verification process.	Recorder

		11. Ballots received through the mail or drop boxes, awaiting signature verification.	Recorder
H.	**Chain of Custody (cont.)**	12. Design of the chain of custody forms.	Board for forms used by the Board, and Recorder for forms used by the Recorder—each subject to the other's review for statutory compliance.
		13. Maintain chain of custody records through end of provisional voting.	Recorder
		14. Each party shall establish internal procedures to effectuate the foregoing, and each shall conduct appropriate training on such procedures.	Recorder and Board, separately
I.	**Canvassing**	1. Preparing and conducting county-wide canvass of election results (all ballot types).	Board
J.	**Command Center**	1. Control of Command center.	Board, Recorder personnel to have badge access during early voting. On Election Day, because 1 or 2 Recorder voter registration personnel are authorized to work at the Command Center, the Chief Deputy Recorder shall have badge access. Elected officers shall not have access to the

			Command Center on Election Day.
		2. FSP to be updated within 1 business day (or more promptly if emergent circumstances) from receipt of request from Recorder to provide badge access.	Board
K.	**Procurement and Spending**	1. Establishing a budget for the Recorder, and permitting expenditures from that Budget, to permit the Recorder to perform its statutory functions, all in accordance with these Settlement Terms and the County Procurement Code and countywide policies.	Board
		2. County-level procurement.	Board
		3. Procurement within Recorder Office budget (in compliance with County procurement codes and policies).	Recorder
L.	**Equipment and Maintenance**	1. Provide at all voting locations (including ballot replacement sites) equipment and support, or a budget for such election equipment. This differs from IT systems, which are discussed below.	Board
		2. Staffing to maintain at all voting locations (including ballot replacement sites) equipment used by Recorder.	Board
M.	**Election Logistics**	1. Establishment of precincts.	Board
		2. Procuring and designing ballots.	Board

N.	**Dispute Resolution**	1. Appointment of one or more Special Masters to resolve disputes promptly pursuant to Paragraph 9 of the Settlement Terms. 2. If the Special Master is unable to serve for an extended period of time, and if the parties cannot agree on a successor, a "blind list" of 4 successor Special Masters (each side providing 2 of the 4 names) shall be jointly submitted to the Chief Justice of the Arizona Supreme Court, who shall then select the replacement Special Master.	Joint
O.	**IT Control**	1. Unchanged for 2026 elections	Joint
		2. Until the new IT system is deployed, both parties will jointly oversee the ERO / VRAS system through the Change Advisory Board, and neither the Recorder nor the Board will be permitted to alter the system without the consent of the other, excluding normal operations of Recorder functions to conduct voter registration and list maintenance through the existing user interface that do not affect performance of the Board's statutory duties.	Joint
		3. Upon execution of the Service Level Agreement (*see* ¶O4), the CIO for the Recorder and the Deputy CIO for the Board will have equal administrative privileges and access until the new IT system is deployed. The Special Master shall consider access for other designees	Joint

		requested by the CIO for the Recorder if disputes arise under the SLA.	
O.	**IT Control (cont.)**	4. The Recorder and the Board will agree on a RACI matrix and shall execute a formal Service Level Agreement. The SLA shall be entered into by the appropriate parties no later than August 31, 2026, with an effective date of September 15, 2026. Disputed terms will be decided in accordance with Paragraph 9 of these Settlement Terms.	Joint
		5. The budget of the Recorder's Office shall include funds sufficient to employ 24 total IT positions (including the new GIS positions provided in Exhibit A ¶ O(10)). The Recorder shall be in charge of hiring for those positions, subject to County employment policies including compensation and benefits. Current IT employees may apply for posted positions with the Recorder after our current, mutually agreed blackout period in respect of the 2026 elections. Employees who move to the Recorder and take comparable positions shall have salary parity.	Joint

		6. On and after the deployment of the new IT system: (i) the Board will retain and administer the Legacy ERO / VRAS system, including all servers, systems, modules and data used for Board functions; and (ii) the Recorder shall own the data and new servers used for Recorder functions, including specifically the voter registration data. From and after that date, voter registration data in and from the Legacy ERO / VRAS system (a) shall never be used, and (b) shall be deleted no later than two years after the 2026 general election (unless the Recorder's new system is not deployed in advance of the first election in 2027, in which case the deletion shall occur two years after the last election in which such data was used).[1] The Board will not sell or license the Legacy ERO / VRAS system. The Board will not use any of retained Recorder modules. Once cloned pursuant to O7, the Recorder shall own the new cloned systems, modules and data.	Board

[1] This data shall be retained by the Recorder as the custodian of records for the purposes of Arizona public records law.

O.	**IT Control (cont.)**	7. The Recorder shall develop and launch a new IT system, and the Board shall fund the new IT System, according to the following parameters: a. The Recorder shall be provided with a clone of ERO / VRAS. This includes but is not limited to the following: (i) source code, (ii) the voter registration database, (iii) data transfer protocol(s), (iv) configurations for web interface, (v) technical specifications for each element of ERO / VRAS, (vi) web interfaces / additional software, and (vii) SQL servers and databases. Essentially, if the system is shared, the Recorder will be entitled to clone it, subject to the exceptions herein. Notwithstanding the foregoing, the Recorder shall not be entitled to clone, and shall have no right to, the following: (i) any internal documents of an office falling under the purview of the Board, (ii) any data (including email and any data archives) from the employees of offices with functions assigned to the Board. The Recorder shall get the Recorder's email archives. All of the foregoing shall be subject to an agreed-upon, robust but feasible, security protocol (the "Protocol") to mitigate the risks of unauthorized access. The Protocol shall be entered into by the appropriate parties no later than August 31, 2026, with an effective date of September 15, 2026. Disputed terms of the Protocol shall be resolved in accordance with Paragraph 9 of the Settlement Terms. For security reasons, there shall be no transfer of copies of the foregoing until after the Protocol is entered, but the transfer shall occur promptly and orderly after the Protocol is entered. The Board and the Recorder may transfer the foregoing only to each other or other	Recorder and Board, as stated

O.	**IT Control (cont.)**	County departments which have a need of the foregoing to discharge a statutory function, subject to the additional limitation of not further transferring the foregoing. b. The Recorder shall be permitted to immediately begin the process of procurement of hardware and staffing, and of retaining contract worker assistance, to prepare for the data transfer. c. The Board will authorize funding for the Recorder's new IT System in an amount not to exceed $15 million, with $11.5 million of new funds coming from the County, and $3.5 of funds coming from the Recorder's legislative appropriation and/or other grant funds to the Recorder. d. The migration to the Recorder's new IT system shall occur as promptly as possible after the canvas of the 2026 General Election, with a target date of December 31, 2026. The parties shall use their best efforts to ensure that this deployment target date is achieved. e. The Board will fund an IT staff of a total of 24 people for the Recorder, as referenced elsewhere in this agreement. GIS positions in the Recorder's Office are included within this 24 person IT allocation. f. To maintain the new IT system, the Recorder shall receive sufficient funding. Whether this occurs as a new budget allocation, or as a transfer from other departments, or as a combination of new allocations and transfers, is a matter left to Board discretion.	

O.	**IT Control (cont.)**	8. "Be Ballot Ready" shall be transferred by the Board to the Recorder by January 1, 2027. Recorder shall have all maintenance and exclusive control and authority after this date.	Board to transfer; Recorder thereafter
		9. Recorder's website (recorder.maricopa.gov) shall be transferred by the Board to the Recorder by January 1, 2027. Recorder shall have all maintenance and exclusive control and authority after this date.	Recorder
		10. Recorder shall be able to open and hire for GIS positions, and these positions may be filled by members of the current GIS team who choose to join the Recorder's Office. Comparable positions with the Recorder's GIS team shall have salary parity with comparable positions within the County. The Recorder shall be the custodian of the survey to the extent set forth in A.R.S. § 33-105(D). All county offices shall have guaranteed access to any and all of this data needed for that office to discharge its statutory functions, subject to the data sharing agreement described below in O.11.	Recorder

O.	**IT Control (cont.)**	11. All access to voter registration data, source code, and software, shall be subject to a data sharing agreement (the "DSA"). The DSA shall limit permissible uses and distribution of voter registration data, source code, software, and databases in accordance with applicable law. The DSA shall require the Recorder to provide real-time read-only (except as needed to effectuate A5) access to voter registration data from the new IT system via an API that is owned and controlled by the Recorder for the fulfillment of the Board's statutory duties. The DSA shall be entered into by the appropriate parties no later than August 31, 2026, with an effective date of September 15, 2026. Disputed terms of the DSA will be decided in accordance with Paragraph 9 of these Settlement Terms.	Joint responsibility for proposing Data Sharing Agreement

EXHIBIT "B"

Special Agreements for 2026 Primary Election Only:

The parties shall follow the Recorder's plan as adopted by the Arizona Supreme Court

EXHIBIT "C"

16. The Recorder shall be responsible for servicing and maintaining of existing early voting equipment (e.g. e-pollbooks) at all early voting locations (including ballot replacement sites) (the "Early Voting Equipment"). By August 15, 2026, the Board shall transfer ownership of the Early Voting Equipment to the Recorder, after which the Recorder shall have responsibility for such equipment. Commensurate with what has been provided to the Elections Department, the Board shall provide the Recorder with sufficient and reasonable (i) warehouse space, (ii) funding for deployment of the equipment, (iii) additional temporary staff to set-up, break down, transportation and operation of the equipment, (iv) funding for 2 full time employees for site selection, survey, compliance, etc., and (v) funding for the maintenance and repair of all Early Voting Equipment. For the 2026 Election, early voting shall occur in locations that will also be used on Election Day. For future elections, the Board shall inform the Recorder whether Election Day voting will occur in the same location as early voting. Existing site software (e.g. sitebook and command center software) used on Election Day voting systems and equipment must be used by both the Recorder and the Board, so that communications can occur. Board shall provide training and documentation on imaging of Early Voting Equipment by August 15, 2026. Personnel contemplated by this Exhibit C shall be authorized upon approval of these Settlement Terms.