[ms-0398.030.008.002]

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SEP 24 1990

COURT
OF CALIFORNIA

MIRNA PEREZ, et al.,
Plaintiffs,
v.
CITY OF SAN DIEGO, et al.,
Defendants.

No. 88-0103-R(M)

ORDER

RECEIVED
SEP 12 1991
Ans'd. DOA

This is to clarify the implementation of the modification of the settlement agreement. The City of San Diego shall rescind Ordinance No. O-17517 (New Series) introduced on August 14, 1990 and adopted August 27, 1990 and enact an ordinance redistricting The City of San Diego in accordance with the modification of the settlement agreement. This shall be done in a reasonable and prompt manner.

Dated September 24, 1990

Honorable Harry McCue
U.S. Magistrate

MODIFICATION OF SETTLEMENT AGREEMENT

Perez v. City of San Diego
Case No. 88-0103R(M)

This is a written modification of the original settlement agreement (hereinafter the "Original Settlement Agreement") in the action entitled Perez, et al. v. City of San Diego, et al., United States District Court for the Southern District of California Case No. 88-0103R(M) and except as the terms of the Original Settlement Agreement are changed, altered or modified by this written modification, the terms of the Original Settlement Agreement remain in full force and effect. (A copy of the Original Settlement Agreement is attached hereto as Exhibit "A".) This modification of Settlement Agreement is hereinafter referred to as "Modification."

This agreement is made effective this 12th day of September 1990 by and among the following (all of whom are sometimes hereinafter collectively referred to as the "Parties"):

(1) Class representative plaintiffs, MIRNA PEREZ, BERNARDO FRANCO ARMAS, HERBERT CAWTHORNE and TINA DeBACA, on behalf of the "Class Plaintiffs," consisting of all voting age BLACK and HISPANIC CITIZENS residing within The City of San Diego; and

(2) THE CITY OF SAN DIEGO.

AGREEMENT

In consideration of the mutual covenants, promises and warranties set forth herein, the Parties hereto, jointly and severally, agree to modify the Original Settlement Agreement as follows:

Settlement: It is hereby agreed by and among the Class Plaintiffs and defendants that the litigation concerning the enforcement of the settlement agreement executed in September 1989 be settled and compromised between the Parties, subject to the terms and conditions set forth in this Modification, particularly the approval of the United States District Court for the Southern District (hereinafter "The Court") after a public hearing held after appropriate notice to the class has been effectuated.

Consideration: In settlement of the claim of breach of the settlement agreement entered into in September 1989, asserted in the Class Action by or on behalf of all members of the Class Plaintiffs against defendants and all released Parties, defendants and plaintiffs agree as follows:

a. Ordinance No. O-17517 (New Series), introduced on August 14, 1990 and adopted on August 27, 1990 shall be superseded by defendants' adoption of an ordinance redistricting The City of San Diego in accordance with the map and census tract lists attached as Exhibit B hereto.

b. Defendants shall introduce and adopt an ordinance redistricting The City of San Diego in accordance with the map and census tract lists attached as Exhibit B hereto.

c. Class counsel's fees, costs, and expenses incurred in the litigation of the enforcement of the Modification shall be determined by the Honorable Harry R. McCue in the amount not to exceed $150,000.00.

d. Defendants shall also be responsible, up to $2,500, for the cost and dissemination of the notice regarding this Modification to the Class Plaintiffs. Costs are defined as the actual expenses incurred in typesetting, printing and publishing the notice to Class Plaintiffs. Costs also include postage and other out of pocket expenses actually incurred in connection with the Class Notice. If the local media agrees to or in fact does publish the contents of the Class Notice as approved by The Court and The Court determines that a formal public notice would be duplicative, no such cost will be charged to the defendants.

e. Pursuant to paragraph d. on page 7 of the Original Settlement Agreement, plaintiffs agree that they will not, after the 1990 census data is available, seek relief under said provision unless the total Latino population

in District 8 decreases by 2%, to 51.8% or below. The Parties further agree that the October 1, 1990 deadline specified therein shall be waived and that the redistricting called for in paragraph b. above be accomplished no later than November 15, 1990.

Court Supervision and Jurisdiction: The United States District Court for the Southern District of California, wherein this action is currently pending, shall continue to supervise the terms of the Settlement Agreement, including this Modification, with the full power of a court order under Section 5 of the Voting Rights Act. The Parties further agree that the Plaintiff Class shall be notified of any proposed redistricting plans that take place in the next 10 years, so that it will be afforded an opportunity to be heard in a public forum concerning all redistricting proposals by allowing participation at the public hearing on any redistricting actions or proposals.

Constitutional Rights: Nothing in this Modification shall preclude individual councilmembers from exercising their right to freedom of speech in supporting or opposing any provisions or conditions herein.

Conditions Precedent: This Modification is subject to approval of The Court as required by Federal Rule of Civil Procedure 23. The Parties hereby stipulate to the jurisdiction of Magistrate Harry R. McCue to make all necessary or applied for judicial decisions in the litigation and that his decisions shall be final and nonappealable.

Parties' Authority: The signatories hereto hereby represent that they are fully authorized to enter into this Modification and to be bound by the terms and conditions hereof.

Full Cooperation: The Parties to this Modification shall use their best efforts, including all efforts contemplated by this Modification and any other efforts that may become necessary by order of The Court, or otherwise, to effectuate the Settlement Agreement and the settlement set forth herein. As soon as practicable, after execution of this Modification, the Parties shall take all necessary steps to secure The Court's approval thereto.

Execution of Documents: The parties hereto acting by themselves or through their respective attorneys, shall promptly prepare and execute all documents and papers necessary to consummate and effectuate the compromise and settlement referred to herein.

Enforcement of Actions: In the event that one or more of the Parties to this agreement institute any legal action, arbitration, or other proceeding against any other Party or Parties to enforce the provisions of this Modification or to declare rights and or obligations under this modification, the prevailing Party or Parties shall be entitled to recover from the nonprevailing Party or Parties his or her costs, including without limitations, reasonable attorney's fees, expert witness fees and disbursements.

Notices: Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be

in writing and shall be deemed to have been duly given as of the third business day after mail by United States registered mail:

To Class Plaintiffs: Michael J. Aguirre, Esq.
Patricia A. Meyer, Esq.
AGUIRRE & MEYER
A Professional Corporation
1060 Eighth Avenue
Suite 300
San Diego, CA 92101

To Defendants: Jack Katz, Esq.
Kenneth K. So, Esq.
City Attorney's Office
City Administration Building
202 "C" Street, 3rd Floor
San Diego, CA 92101

or such other address or other person as any Party hereto shall designate to others.

Construction: The Parties hereto agree that the terms and conditions of this Modification are the result of negotiations between the Parties hereto or their counsel, and that this Modification shall not be construed in favor or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this agreement.

Captions and Interpretation: Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this agreement or any provision hereof.

Modification: This Modification may not be changed, altered or modified except in writing signed by the Parties hereto. This Modification, as well as the Original Settlement Agreement, may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

Binding on Assigns: This Modification, as well as the Original Settlement Agreement, shall be binding upon and inure to the benefit of the heirs, trustees, executors, administrators, successors and assigns of the Plaintiff Class and The City of San Diego and its legislative body.

Mutual Release: The parties to this Modification fully release and discharge each other, including the class, class counsel, and their successors and assigns and all defendants, all defendants' counsel and their successors and assigns, of and from any and all claims, debts, liabilities, demands, obligations, costs, expenses, attorney's fees, damages, actions and causes of action arising out of or in connection with any conduct in connection with the disputes heretofore defined, including, but not limited to the filing, maintenance or prosecution of the Class Action.

Plaintiffs' Signatures: It is agreed that because the members of the Class Plaintiffs are so numerous, it is impossible or impractical to have each member of the Class Plaintiffs execute this agreement may be executed on behalf of the Class Plaintiffs by their counsel of record and that such execution shall be done pursuant to court order.

Defendants' Signatures: It is agreed that this Modification be executed on behalf of defendants by the City Attorney and City Manager of The City of San Diego, on behalf of all defendants, and that such execution shall be done pursuant to court order.

Effective Date: This Modification shall be deemed effective this _____ day of September 1990 at San Diego, California.

PLEASE READ CAREFULLY BEFORE SIGNING

CLASS PLAINTIFFS:

By_____
Michael J. Aguirre, Esq.
Patricia A. Meyer, Esq.

DEFENDANTS:

JOHN W. WITT, Esq.
City Attorney

By_____
Jack Katz, Esq.
Kenneth So, Esq.
San Diego City Attorney's Office

By_____
John Lockwood
City Manager for The City of San Diego

Settlement Agreement

Perez v. City of San Diego

Case No. 88-0103 R(M)

This Settlement Agreement ("hereinafter the Settlement Agreement") is made and effective this __ day of September 1989 by and among the following (all of whom are sometimes hereinafter collectively referred to as the "Parties"):

(1) Class representative plaintiffs, MIRNA PEREZ, BERNARDO FRANCO ARMAS, ERNEST McCRAY, HERBERT CAWTHORNE and TINA De BACA, on behalf of the "Class Plaintiffs", consisting of all voting age BLACK and HISPANIC CITIZENS residing within the City of San Diego; and

(2) The CITY OF SAN DIEGO, The Honorable MAUREEN O'CONNOR, Mayor of the City of San Diego; ABBE WOLFSHEIMER, Councilmember for the First District in the City of San Diego; RON ROBERTS, Councilmember for the Second District in the City of San Diego; GLORIA MCCOLL, Councilmember for the Third District in the City of San Diego; WES PRATT, Councilmember for the Fourth District in the City of San Diego; EDWARD STRUIKSMA, Councilmember for the Fifth District in the City of San Diego; BRUCE HENDERSON, Councilmember for the Sixth District in the City of San Diego; JUDY MCCARTY, Councilmember for the Seventh District in the City

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A Professional Corporation
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San Diego, California 92101

Exhibit A

of San Diego; BOB FILNER, Councilmember for the Eighth District in the City of San Diego; and CHARLES ABDELNOUR, City Clerk for the City of San Diego; each of which has been named in their capacity as City Councilmembers for the City of San Diego. (hereinafter "Defendants"). The Plaintiff Class does hereby dismiss this action against the members of the City Council, the Mayor of the City of San Diego, and the City Clerk for the City of San Diego in their individual capacity only.

RECITALS

This Settlement Agreement is made with reference to the following facts. Each Party to this Settlement Agreement, or its counsel, has had the opportunity to review each of the documents referred to herein.

A. Class Plaintiffs have filed a class action entitled Mirna Perez et al. v. City of San Diego et al., Case No. 88-0103-R(M) in the United States District for the Southern District of California (hereinafter "The Class Action" or "The Complaint") alleging among other things, violations of the 1965 Voting Rights Act, violations of the One Person One Vote Doctrine and Estoppel.

B. The Complaint alleges that as a result of the structure of San Diego's Municipal Electoral System: no Hispanic has ever been elected outright to the San Diego City Council; no non-incumbent Black has ever defeated a non-minority candidate; the variance in population among districts discriminates against the Plaintiff Class; the Plaintiff Class has been deprived of their rights to participate in Municipal Government through voter dilution, denial of their rights to run for public office and denial of their rights to elect the candidate of their choice; and that Defendant City of San Diego has failed to implement the reapportionment criteria mandated by state and federal law.

C. The Complaint alleges that the current redistricting provisions of the Charter of the City of San Diego was held unconstitutional and invalid in D'Adamo v. Cobb, 27 Cal. App. 3d 448 (1973). The D'Adamo decision required the City of San Diego to enact a districting scheme based on equality of population, contrary to the Charter provision mandating "equality of registered voting population." Notwithstanding the D'Adamo decision, the City of San Diego has failed to enact a revised Charter redistricting provision which meets the constitutional requirement of maintaining districts with an equal population.

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D. Class Plaintiffs also allege that in response to the D'Adamo decision, the City of San Diego enacted a redistricting plan in 1973, which was based on population figures from the 1970 Federal Decennial Census. The City redistricted again in 1980, based on updated 1970 Census figures. The City has not redrawn district lines since 1980, despite the fact that a timely redistricting was recommended by the City Clerk in both 1985 and 1986. Since the 1980 redistricting, rapid and uneven population growth in the City of San Diego has resulted in severe population differences between districts. In 1988, the total population deviation between the largest and smallest districts was over 34%. These deviations have an adverse impact on San Diego Hispanic and Black Citizens, who make up a disproportionately large percentage of the populations in the largest districts. Thus, the City's failure to implement a redistricting plan which distributes population evenly between districts has resulted in a systematic under-valuation of the votes of San Diego Hispanic and Black Citizens. The failure of the City of San Diego to create new council districts in response to the rapid growth of the City has also adversely affected the voting rights of the Class Plaintiffs.

E. The Complaint further alleges that when the current eight-district scheme was implemented in 1965, each district contained an average of about 79,000 persons. In 1988, each district contained an average of over 132,000 persons. This has resulted in the placement of cohesive minority communities within needlessly-large council districts. Thus, the voting power of San Diego Hispanic and Black Citizens is diluted by the inclusion of minority neighborhoods in overwhelming non-minority council districts.

F. Class Plaintiffs also allege that Defendants reneged on a prior commitment made by Defendants to the Plaintiff Class and to the Citizens of San Diego. On April 4, 1988, by Resolution Number R-270671 the Defendants empowered the Charter Review Commission to review the existing Charter of the City of San Diego and to provide recommendations for possible changes to the Charter. In particular, Resolution R-270671 provided: "That this council hereby fully acknowledges and declares that all recommendations made by the Commission shall be placed directly on the ballot without further Council directive . . ." At that time, the City Council resolved to directly place all the recommendations of the Charter Review Commission before the voters on the November 1989 ballot for approval. Three of the recommendations of the Charter Review Commission included: (1)changing from an "at-large" system of council elections to a "district only" system; (2) appointing a Redistricting Commission to redraw council districts; (3) increasing the number of council districts from eight to ten.

G. After a series of conferences with the parties and the attorneys in this Action, on May 31, 1988 the Honorable Harry R. McCue issued an order staying any further proceedings based upon the representations of the Defendants that "the subject matters addressed and to be addressed by the Charter Review Commission, which eventually will be presented to the voters of San Diego, may be similar to the relief sought by plaintiffs."

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H. Independent of the Charter Review Commission Recommendations, in November of 1988, the voters of the City of San Diego approved Proposition "D", a Citizens Referendum which mandated district-only council elections.

I. The Complaint also alleges that on June 12, 1989 the Defendants reneged on their agreement to place the Recommendations of the Charter Review Commission on the November 1989 ballot. Thus, the City thereby ensured that the electoral changes sought by the Plaintiff Class would not be decided directly by the Citizens of the City of San Diego, and it became necessary for the Plaintiff Class to seek an order lifting the stay of these proceedings. By order of the Honorable John S. Rhoades the stay was lifted on June 29, 1989.

J. Defendants deny all allegations in the Second Amended Complaint.

K. Thereafter, the Plaintiff Class filed a Motion to Amend the complaint to allege the additional facts concerning the Defendants' breach of an agreement with the Plaintiffs and to add the Black Voting Age Citizens as a part of the class of plaintiffs in this action. Plaintiffs' Motion to Amend the Complaint was granted by Order of the Honorable John S. Rhoades on August 7, 1989, at which time, the Court set a hearing for August 28, 1989 to rule on Plaintiffs' pending motions, including but not limited to Plaintiffs' Motion to enjoin the election from proceeding.

L. Between August 7, 1989 and September 13, 1989 the parties and their counsel met regularly with the Honorable Harry R. McCue in an effort to resolve the disputes between the Parties. On or about August 28, 1989 counsel for the parties represented to the Honorable John S. Rhoades that the parties would agree to recommend a settlement to their clients on the terms and conditions outlined in numerous settlement conferences before the Honorable Harry R. McCue. Defendants therefore requested that the Court continue the August 28, 1989 Motions until such time as the Defendants returned from Legislative Recess so as to afford the City Attorney an opportunity to discuss this matter with their clients.

M. Based upon the recommendation of the Honorable Harry R. McCue, and further based upon the discovery conducted thus far in this litigation, counsel for the Class Plaintiffs and Counsel for the Defendants have concluded that a settlement with the Defendants for the consideration and on the terms hereinafter set forth in this Settlement Agreement is in the best interest of the Class Plaintiffs:.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises and warranties set forth herein, the Parties hereto, jointly and severally, agree as follows:

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San Diego, California 92101

Settlement: It is hereby agreed by and among the Class Plaintiffs and Defendants that the Second Amended Complaint in the Class Action be settled and compromised as

between the Parties, subject to the terms and conditions set forth in this Settlement Agreement, particularly the approval of the United States District Court for the Southern District of California (hereinafter "The Court") after a public hearing held after appropriate notice to the class has been effectuated.

Consideration: In settlement of the claims asserted in the Class Action by or on behalf of all members of the Class Plaintiffs against Defendants and all Released Parties and in full satisfaction of any potential claims or cross-claims against Defendants and all Released Parties in the class action, Defendants agree as follows:

a. Defendants shall place on the June 1990 Municipal Ballot, Charter Review Recommendation No. 1B, which suggests that the San Diego City Council be expanded from eight to ten districts, effective January 1, 1993. The Defendants shall further agree to take no other legislative action concerning the number of Council Districts on the June 1990 Ballot;

b. Prior to the next redistricting, which shall not take place before the results of the June 1990 ballot are published, Defendants shall empanel a Redistricting Advisory Board, pursuant to the provisions of the City Charter and Council Policy 000-13 which shall advise the City Manager and the City Council on the boundaries to be established pursuant to guidelines under federal and state law. The Redistricting Advisory Board shall consist of a racial, geographical and ethnic mixture representing the population of the City of San Diego, as called for in Section 42 of the San Diego City Charter. The parties to this agreement acknowledge that nothing herein shall prevent the Defendants from complying with any federal or state laws or municipal ordinances which now exist or which may exist in the future concerning the appointment of an Independent Redistricting Commission. The parties to this Settlement Agreement have been made aware of

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at least one statewide and one municipal initiative which may be placed on the June 1990 ballot requiring that all future redistricting be completed by an Independent Commission which shall not require the approval of the City Council before such Redistricting is completed. Nothing in this agreement shall in anyway minimize the impact of either of these initiatives should they be approved by the voters;

c. Defendants shall agree to place on the June 1990 ballot a measure to have a one time waiver of the 4 year waiting period under Section 5 of the San Diego City Charter to allow a redistricting prior to the 1993 Municipal Election based upon the finalized 1990 Federal Decennial Census data information, if the then drawn districts are not in compliance with federal and state law. Defendants further agree that the above measure shall provide that in the future, redistricting shall occur no later than 9 months following the receipt of the Final Federal Decennial Census figures. If this one time waiver does not pass, Defendants agree to redistrict, prior to December 1, 1994 based upon the finalized 1990 Federal Census Data Information, if the then drawn districts are not in compliance with federal and state law and further agree to redistrict within 9 months of receipt of the final 2000 Federal Decennial Census data. Defendants further agree that future redistricting will fully implement the ability of the Plaintiff Class to participate in the electoral process in full compliance with federal and state law. The Defendants shall further agree to take no legislative action which shall conflict with this measure;

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d. Defendants agree that prior to the September 1991 Municipal Election, specifically no later than October 1, 1990, the City shall be redistricted, in full compliance with federal and state law, with the aid and advice of the Redistricting Advisory Board, based upon the best information available, so as to fully implement the ability of the Plaintiff Class to participate in the electoral process based upon the guidelines set forth under federal and state law. Defendants hereby assure the Plaintiff Class that all council districts will be in compliance with federal and state law at the time of the 1991 Municipal Election. If by April 1, 1991, the City of San Diego has received preliminary or final data from the 1990 Census on the ethnic population distribution and the then drawn districts are not in compliance with federal and state law guidelines, to the extent legally possible, the Defendants will make all necessary adjustments to bring the districting plan then in effect, into full compliance with federal and state law prior to the September 1991 Election;

e. Defendants agree to deposit $20,000.00 into a litigation trust account, to be set up by Class Counsel, at least 2 business days prior to the Rule 23 hearing on the approval of these settlements. Said funds shall not be disbursed without a prior order of the Honorable John S. Rhoades approving the settlements and awarding that sum to the Plaintiff Class and their counsel for costs, attorneys' fees and expenses incurred in these proceedings. The City shall not be liable for any other attorneys' fees, costs or expenses incurred in this litigation through the approval and execution of this settlement by the Court. This figure has been agreed to because the defendants conditioned settlement of this action on a selected and predetermined figure; and

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f. Defendants shall also be responsible, up to $2,500.00, for the cost and dissemination of the notice regarding this Settlement Agreement to the Class Plaintiffs. Costs are defined as the actual expenses incurred in typesetting, printing and publishing the Notice to Class Plaintiffs. Costs also include postage and other out of pocket expenses actually incurred in connection with the Class Notice. If the local media agrees to or in fact does publish the contents of the Class Notice as approved by the Court and the Court determines that a formal public notice would be duplicative, no such cost will be charged to the Defendants.

Court Supervision and Jurisdiction: The Parties hereto agree that the United States District Court for the Southern District of California, wherein this action is currently pending, shall supervise the terms of this Settlement and shall have continuing jurisdiction over this matter and further agree that the Plaintiff Class shall be notified of any proposed redistricting plans and shall be provided with an opportunity to be heard in a public forum concerning all redistricting proposals.

Constitutional Rights: Nothing in this agreement shall preclude individual council members from exercising their right to freedom of speech in supporting or opposing any provisions or conditions herein.

Conditions Precedent: The settlement set forth in this agreement shall not become effective unless and until the court has approved this Settlement pursuant to Federal Rule of Civil Procedure 23.

Parties' Authority: The signatories hereto hereby represent that they are fully authorized to enter into this Settlement Agreement and to be bound by the terms and conditions hereof.

Full Cooperation: The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by Order of the Court, or otherwise, to effectuate this Settlement Agreement and the settlement set forth herein. As soon as practicable after execution of this Settlement Agreement, the Parties shall take all necessary steps to secure the Court's approval of this Settlement Agreement.

Execution of Documents: The parties hereto acting by themselves or through their respective attorneys, shall promptly prepare and execute all documents and papers necessary to consummate and effectuate the compromise and settlement referred to herein.

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San Diego, California 92101

Enforcement of Actions: In the event that one or more of the Parties to this Settlement Agreement institute any legal action, arbitration or other proceeding against any other Party or Parties to enforce the provisions of this Settlement Agreement or to declare rights and or obligations under this Settlement Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties his or her costs, including without limitations, reasonable attorneys' fees, expert witness fees and disbursements.

Notices: Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mail by United States registered mail:

To Class Plaintiffs:

Michael J. Aguirre, Esq.
Patricia A. Meyer, Esq.
AGUIRRE & MEYER
A Professional Corporation
1060 Eighth Avenue
Suite 300
San Diego, California 92101

To Defendants:

Jack Katz, Esq.
Kenneth K. So. Esq.
City Attorney's Office
City Administration Building
202 C Street, 3rd Floor
San Diego California 92101

or such other address or other person as any Party hereto shall designate to the others.

Construction: The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of negotiations between the Parties hereto or their counsel, and that this Settlement Agreement shall not be construed in favor or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Settlement Agreement.

Captions and Interpretation: Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Settlement Agreement or any provision hereof.

Modification: This Settlement Agreement may not be changed, altered or modified except in writing signed by the Parties hereto. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

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San Diego, California 92101

Integration Clause: This Settlement Agreement contains the entire agreement between the Parties relating to the settlement and transactions contemplated hereby, and all

prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein.

Binding on Assigns: This Settlement Agreement shall be binding upon and inure to the benefit of the heirs, trustees, executors, administrators, successors and assigns of the Plaintiff Class and the City of San Diego and its Legislative Body.

Plaintiffs' Signatures: It is agreed that because the members of the Class Plaintiffs are so numerous, it is impossible or impractical to have each member of the Class Plaintiffs execute this Settlement Agreement. It is agreed that this Settlement Agreement may be executed on behalf of the Class Plaintiffs by their counsel of record and that such execution shall be done pursuant to Court order.

Defendants' Signatures: It is agreed that this Settlement Agreement may be executed on behalf of defendants by the City Attorney, the Mayor of the City of San Diego and the City Manager, on behalf of all defendants, and that such execution shall be done pursuant to Court order.

Effective Date: This Settlement Agreement shall be deemed effective this _____ day of September 1989 at San Diego, California.

PLEASE READ CAREFULLY BEFORE SIGNING

CLASS PLAINTIFFS:

By:_____
Michael J. Aguirre, Esq.
Patricia A. Meyer, Esq.
AGUIRRE & MEYER

DEFENDANTS:

John W. Witt, Esquire
San Diego City Attorney

By:_____
Jack Katz, Esq.
Kenneth So, Esq.
San Diego City Attorneys' Office

Aguirre & Meyer
A Professional Corporation
1060 Eighth Ave., Suite 308
San Diego, California 92101

By: _____
MAUREEN O'CONNOR,
Mayor of the City of San Diego;

By: _____
John Lockwood
City Manager for the City of San Diego

Aguirre & Meyer
A Professional Corporation
1060 Eighth Ave., Suite 300
San Diego, California 92101

Map 23A

CITY OF SAN DIEGO
ESTIMATED POPULATION AND ETHNIC POPULATION
DISTRIBUTION BY PROPOSED NEW COUNCIL DISTRICTS

COUNCIL DISTRICT	PERCENT FROM AVG	TOTAL POP	PERCENT HISP	PERCENT WHITE	PERCENT BLACK	PERCENT ASIAN & OTHER	TOTAL PERCENT
1	-1.2%	134,150	7.5	77.1	2.3	13.1	100.0
2	4.3%	141,679	9.2	81.4	3.9	5.6	100.0
3	2.6%	139,312	18.4	65.4	7.0	9.3	100.0
4	-2.9%	131,951	22.6	25.0	35.9	16.6	100.0
5	-0.1%	135,694	10.9	72.6	3.6	13.0	100.0
6	4.0%	141,284	7.6	74.3	2.4	15.7	100.0
7	-0.8%	134,680	8.1	78.6	5.1	8.2	100.0
8	-5.9%	127,842	53.8	22.7	9.3	14.3	100.0
	TOTALS	1,086,592	16.9%	62.7%	8.5%	11.9%	100.0%

ESTIMATED PERCENT OF CITY'S ETHNICITY
BY COUNCIL DISTRICTS AS PROPOSED ABOVE

COUNCIL DISTRICT	PERCENT TOTAL POP	PERCENT HISP POP	PERCENT WHITE POP	PERCENT BLACK POP	PERCENT ASIAN & OTHER POP
1	12.3%	5.5%	15.2%	3.3%	13.6%
2	13.0%	7.1%	16.9%	5.9%	6.1%
3	12.8%	13.9%	13.4%	10.5%	10.0%
4	12.1%	16.2%	4.8%	51.1%	16.9%
5	12.5%	8.1%	14.5%	5.2%	13.6%
6	13.0%	5.8%	15.4%	3.7%	17.2%
7	12.4%	5.9%	15.5%	7.5%	8.5%
8	11.8%	37.4%	4.3%	12.8%	14.1%
TOTALS	100.0%	100.0%	100.0%	100.0%	100.0%

Exhibit B

Map 23A

CITY OF SAN DIEGO

ESTIMATED POPULATION AND ETHNIC POPULATION DISTRIBUTION

BY CENSUS TRACT WITHIN PROPOSED NEW 1990 COUNCIL DISTRICT

PROPOSED COUNCIL DISTRICT	ORIGINAL DISTRICT	CENSUS TRACT	TOTAL POP-ULATION	PERCENT HISPANIC	PERCENT WHITE	PERCENT BLACK	PERCENT ASIAN & OTHER	PERCENT TOTAL
1	6 SPLT	8001	847	8.5	88.3	0.5	2.7	100.0
1	1	8101	4,080	7.1	87.5	1.7	3.7	100.0
1	1	8102	3,250	4.7	93.7	0.0	1.5	100.0
1	1	8200	3,831	9.1	87.9	1.4	1.5	100.0
1	1	8303	4,191	5.8	90.6	0.3	3.3	100.0
1	1	8305	6,791	9.8	66.7	4.5	18.9	100.0
1	1	8306	3,831	4.5	83.8	0.5	11.3	100.0
1	1	8307	4,410	4.4	82.7	0.5	12.3	100.0
1	1	8310	5,741	4.3	89.0	0.3	6.4	100.0
1	1	8311	3,082	3.8	93.6	0.5	2.1	100.0
1	1	8312	4,218	5.3	90.4	0.5	3.9	100.0
1	1	8313	2,553	5.4	87.3	0.6	6.8	100.0
1	1	8314	7,858	4.8	83.9	0.7	10.6	100.0
1	1	8315	4,715	6.2	83.9	1.5	8.4	100.0
1	1	8316	12,525	6.8	82.0	2.1	9.1	100.0
1	1	8317	3,617	6.1	78.2	2.1	13.6	100.0
1	1	8323	23,872	12.2	65.8	2.2	19.8	100.0
1	1	8324	7,987	3.4	88.5	0.6	7.5	100.0
1	1 (P) SPLT	17005	0	4.2	91.0	0.3	4.5	100.0
1	1 (P) SPLT	17016	772	4.3	84.8	0.5	10.4	100.0
1	1 (P) SPLT	17017	22,343	8.2	62.3	5.5	24.0	100.0
1	1	17018	3,214	9.8	68.7	5.6	15.9	100.0
1	1 (P)	17101	6	10.0	90.0	0.0	0.0	100.0
1	1 (P)	17301	4	22.3	73.8	0.2	3.7	100.0
1	1 (P)	17302	191	4.2	90.8	0.3	4.7	100.0
1	1 (P)	20400	2	10.0	85.9	0.4	3.7	100.0
1	1 (P)	20703	150	80.4	18.3	0.0	1.3	100.0
1	1 (P)	20704	2	0.0	100.0	0.0	0.0	100.0
1	1 (P)	20800	67	35.6	61.0	0.0	3.4	100.0
TOTALS			134,150	7.5	77.1	2.3	13.1	100.0

(P): Census tract partially outside the city limits.
Population shown is only for portion of tract within the city.
SPLT: Census tract divided between two council districts.
Population shown is only for portion within this district.

Map 23A

CITY OF SAN DIEGO

ESTIMATED POPULATION AND ETHNIC POPULATION DISTRIBUTION

BY CENSUS TRACT WITHIN PROPOSED NEW 1990 COUNCIL DISTRICT

PROPOSED COUNCIL DISTRICT	ORIGINAL DISTRICT	CENSUS TRACT	TOTAL POP-ULATION	PERCENT HISPANIC	PERCENT WHITE	PERCENT BLACK	PERCENT ASIAN & OTHER	PERCENT TOTAL
2	2	100	3,631	8.0	87.4	0.4	4.2	100.0
2	2	200	6,864	10.3	83.1	2.2	4.4	100.0
2	2	6100	2,466	27.9	65.1	3.1	3.9	100.0
2	2	6200	49	10.0	72.5	12.5	5.0	100.0
2	2	6300	3,973	10.7	69.4	15.8	4.1	100.0
2	2	6400	11,766	6.4	74.0	11.0	8.6	100.0
2	2	6500	2,915	29.6	61.5	3.2	5.6	100.0
2	2	6600	1,446	11.4	41.7	10.1	36.8	100.0
2	2	6800	7,311	7.5	79.4	4.6	8.5	100.0
2	2	6900	5,281	5.4	89.3	1.9	3.4	100.0
2	2	7001	4,602	8.4	84.1	1.4	6.2	100.0
2	2	7002	3,194	5.3	92.2	0.2	2.2	100.0
2	2	7100	5,619	4.4	93.4	0.1	2.1	100.0
2	2	7200	5,505	3.1	93.4	0.6	2.9	100.0
2	2	7301	5,081	5.8	89.5	1.2	3.5	100.0
2	2	7302	2,179	3.9	93.0	0.6	2.5	100.0
2	2	7400	6,450	8.0	85.8	1.5	4.7	100.0
2	2	7500	7,327	7.2	87.5	1.5	3.8	100.0
2	6	7600	7,460	5.2	91.0	0.6	3.3	100.0
2	6	7700	7,409	6.1	90.5	0.9	2.6	100.0
2	6	7901	5,003	8.6	85.9	0.9	4.7	100.0
2	6 SPLT	7902	6,720	10.5	84.9	0.8	3.8	100.0
2	6 SPLT	8001	5,874	8.5	88.3	0.5	2.7	100.0
2	2	9901	1,616	9.8	71.1	14.4	4.7	100.0
2	2 SPLT	9902	13,784	8.0	74.2	11.4	6.3	100.0
2	8 (P) SPLT	10103	4,560	32.4	54.9	2.9	9.8	100.0
2	8	10104	3,594	18.1	59.6	2.7	19.6	100.0
2	2 (P)	11300	0	0.0	0.0	0.0	0.0	0.0
TOTALS			141,679	9.2	81.4	3.9	5.6	100.0

(P): Census tract partially outside the city limits.
Population shown is only for portion of tract within the city.
SPLT: Census tract divided between two council districts.
Population shown is only for portion within this district.

Map 23A

CITY OF SAN DIEGO
ESTIMATED POPULATION AND ETHNIC POPULATION DISTRIBUTION
BY CENSUS TRACT WITHIN PROPOSED NEW 1990 COUNCIL DISTRICT

PROPOSED COUNCIL DISTRICT	ORIGINAL DISTRICT	CENSUS TRACT	TOTAL POP-ULATION	PERCENT HISPANIC	PERCENT WHITE	PERCENT BLACK	PERCENT ASIAN & OTHER	PERCENT TOTAL
3	8	00	3,944	9.6	85.0	1.3	4.1	100.0
3	2	400	3,645	12.5	75.4	4.0	8.0	100.0
3	2	500	3,212	13.3	78.3	2.5	5.8	100.0
3	2	600	2,723	13.5	70.0	3.5	13.1	100.0
3	8	700	3,670	10.2	80.8	2.4	6.6	100.0
3	3	800	4,676	14.7	68.0	2.8	14.5	100.0
3	3	900	4,762	18.3	64.2	5.5	12.0	100.0
3	3	1000	4,758	17.4	68.8	5.2	8.6	100.0
3	3	1100	3,030	13.3	72.9	4.8	9.0	100.0
3	3	1200	4,484	17.1	67.2	6.6	9.1	100.0
3	3	1300	4,660	16.5	71.5	3.2	8.8	100.0
3	3	1400	3,217	16.1	73.5	3.3	7.2	100.0
3	3	1500	3,753	18.2	72.0	2.3	7.5	100.0
3	3	1600	4,135	19.9	60.2	7.3	12.6	100.0
3	3	1700	4,345	13.9	64.1	6.5	15.6	100.0
3	3	1800	5,395	15.1	64.0	8.2	12.7	100.0
3	3	1900	3,202	12.1	80.0	1.2	6.7	100.0
3	3	2001	3,614	7.1	89.7	0.3	2.9	100.0
3	3	2002	2,580	7.4	89.3	0.3	3.0	100.0
3	3	2100	5,171	16.4	68.5	5.6	9.5	100.0
3	3	2200	6,164	23.6	47.8	15.2	13.4	100.0
3	3	2300	5,742	17.4	57.4	14.4	10.8	100.0
3	3	2400	6,778	24.7	47.7	15.1	12.5	100.0
3	8	2501	4,339	31.4	38.6	19.1	11.0	100.0
3	8	2502	4,871	26.0	58.4	8.9	6.8	100.0
3	3	2600	8,006	25.8	46.0	16.3	11.9	100.0
3	8 SPLT	4200	5,894	20.6	69.8	2.8	6.8	100.0
3	8	4300	3,957	18.5	71.5	3.5	6.5	100.0
3	8	4400	4,155	28.0	57.8	5.7	8.5	100.0
3	8	5500	1,138	9.3	64.7	18.0	8.1	100.0
3	8	5600	1,901	31.2	58.7	3.9	6.2	100.0
3	8	5700	1,647	24.4	63.6	5.6	6.3	100.0
3	8	5900	2,529	22.4	67.1	5.2	5.3	100.0
3	8	6000	3,215	16.1	78.3	1.9	3.7	100.0
TOTALS			139,312	18.4	65.4	7.0	9.3	100.0

(P): Census tract partially outside the city limits.
Population shown is only for portion of tract within the city.
SPLT: Census tract divided between two council districts.
Population shown is only for portion within this district.

Map 23A

CITY OF SAN DIEGO

ESTIMATED POPULATION AND ETHNIC POPULATION DISTRIBUTION

BY CENSUS TRACT WITHIN PROPOSED NEW 1990 COUNCIL DISTRICT

PROPOSED COUNCIL DISTRICT	ORIGINAL DISTRICT	CENSUS TRACT	TOTAL POP-ULATION	PERCENT HISPANIC	PERCENT WHITE	PERCENT BLACK	PERCENT ASIAN & OTHER	PERCENT TOTAL
4	3	2705	3,239	16.5	60.8	12.6	10.1	100.0
4	3	2706	5,125	15.5	45.2	33.2	6.2	100.0
4	4	3001	4,332	18.6	8.2	69.4	3.8	100.0
4	3 (P)	3002	7,787	31.9	31.7	30.2	6.3	100.0
4	4	3101	3,681	11.6	4.4	77.7	6.2	100.0
4	4	3102	12,882	15.5	13.3	46.8	24.5	100.0
4	4	3103	5,961	17.0	12.2	64.8	6.0	100.0
4	4	3104	11,892	18.2	21.7	24.4	35.7	100.0
4	4	3105	4,101	35.3	33.4	18.4	12.8	100.0
4	4 (P)	3107	4,485	18.3	24.2	31.6	25.9	100.0
4	4	3201	5,757	20.1	34.4	11.1	34.5	100.0
4	4	3202	4,122	43.3	42.3	5.3	9.1	100.0
4	4 (P)	3203	7,343	26.1	40.4	11.2	22.3	100.0
4	4 (P)	3206	15,934	16.7	43.3	13.4	26.5	100.0
4	4 (P)	3300	10,512	19.3	5.3	69.6	5.8	100.0
4	3	3401	5,692	15.7	33.5	44.6	6.2	100.0
4	4	3402	7,141	33.5	5.2	46.8	14.5	100.0
4	4	3500	6,570	43.4	4.4	47.5	4.7	100.0
4	4 SPLT	4000	1,926	47.1	3.0	46.8	3.2	100.0
4	4 (P)	14100	3,290	19.2	40.6	31.2	9.0	100.0
4	4 (P)	14200	179	30.7	44.4	19.0	5.9	100.0
TOTALS			131,951	22.6	25.0	35.9	16.6	100.0

(P): Census tract partially outside the city limits.
Population shown is only for portion of tract within the city.
SPLT: Census tract divided between two council districts.
Population shown is only for portion within this district.

Map 23A

CITY OF SAN DIEGO

ESTIMATED POPULATION AND ETHNIC POPULATION DISTRIBUTION

BY CENSUS TRACT WITHIN PROPOSED NEW 1990 COUNCIL DISTRICT

PROPOSED COUNCIL DISTRICT	ORIGINAL DISTRICT	CENSUS TRACT	TOTAL POP-ULATION	PERCENT HISPANIC	PERCENT WHITE	PERCENT BLACK	PERCENT ASIAN & OTHER	PERCENT TOTAL
5	6	7800	6,143	12.6	77.9	3.2	6.3	100.0
5	6	8503	7,280	8.5	83.4	1.1	7.0	100.0
5	6	8504	6,514	9.5	81.5	1.0	8.0	100.0
5	6	8506	4,086	12.8	74.3	1.8	11.1	100.0
5	5	8507	7,887	10.5	74.4	3.1	12.0	100.0
5	5	8509	7,226	11.3	73.3	4.1	11.3	100.0
5	5	8510	6,834	10.1	77.2	2.8	9.9	100.0
5	5	8511	1,136	9.5	85.2	0.2	5.1	100.0
5	6	8512	4,943	7.3	84.2	1.1	7.4	100.0
5	6	8513	3,036	7.2	86.8	0.5	5.5	100.0
5	5	8600	6,393	19.0	27.2	8.6	45.2	100.0
5	5	8701	3,429	7.8	69.2	9.2	13.8	100.0
5	5	8702	5,357	10.6	76.5	6.1	6.8	100.0
5	5	8800	6,285	17.0	30.2	9.9	42.9	100.0
5	5	8900	5,573	16.8	66.1	3.3	13.7	100.0
5	5	9000	3,891	19.9	42.2	6.2	31.7	100.0
5	6	9101	6,109	8.3	84.6	0.5	6.6	100.0
5	6	9102	2,580	6.6	87.1	1.7	4.6	100.0
5	6	9103	4,006	8.0	88.3	0.3	3.4	100.0
5	6	9104	3,202	8.4	88.3	0.6	2.7	100.0
5	6	9105	7,342	12.3	78.8	1.4	7.5	100.0
5	5	9201	5,747	10.8	65.1	8.3	15.8	100.0
5	5 (P)	9202	3,677	8.8	77.8	3.3	10.1	100.0
5	5 (P)	9301	4,445	8.4	74.1	4.7	12.8	100.0
5	5 (P)	9303	6,059	9.8	75.7	2.7	11.8	100.0
5	5 (P)	9304	2,315	5.4	83.2	4.5	6.9	100.0
5	7 (P) SPLT	9603	4,199	5.5	86.7	2.0	5.8	100.0
TOTALS			135,694	10.9	72.6	3.6	13.0	100.0

(P): Census tract partially outside the city limits.
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SPLT: Census tract divided between two council districts.
Population shown is only for portion within this district.

Map 23A

CITY OF SAN DIEGO

ESTIMATED POPULATION AND ETHNIC POPULATION DISTRIBUTION

BY CENSUS TRACT WITHIN PROPOSED NEW 1990 COUNCIL DISTRICT

PROPOSED COUNCIL DISTRICT	ORIGINAL DISTRICT	CENSUS TRACT	TOTAL POP-ULATION	PERCENT HISPANIC	PERCENT WHITE	PERCENT BLACK	PERCENT ASIAN & OTHER	PERCENT TOTAL
6	6 SPLT	7902	2,764	10.5	84.9	0.8	3.8	100.0
6	6	8002	2,620	5.4	92.1	0.9	1.6	100.0
6	6	8301	3,930	2.8	92.0	0.4	4.8	100.0
6	5	8318	10,248	9.2	54.0	2.5	34.3	100.0
6	5	8319	14,685	8.1	63.6	4.6	23.7	100.0
6	5	8320	7,531	7.7	63.9	4.1	24.3	100.0
6	5	8321	11,420	7.8	57.3	3.3	31.6	100.0
6	5	8322	12,251	9.2	62.9	3.5	24.4	100.0
6	6	8501	5,675	9.7	82.5	0.8	7.0	100.0
6	6	8502	6,672	9.7	80.7	1.1	8.5	100.0
6	6	8505	5,999	10.9	76.6	1.2	11.3	100.0
6	5	9400	2,410	7.9	70.8	14.7	6.6	100.0
6	5 SPLT	9504	2,679	17.2	50.9	9.5	22.4	100.0
6	1 (P) SPLT	17005	6,389	4.2	91.0	0.3	4.5	100.0
6	1 (P)	17006	820	4.0	91.3	0.9	3.8	100.0
6	5 (P)	17012	13,411	5.8	86.8	1.2	6.2	100.0
6	1 (P)	17013	13,225	8.6	82.4	0.8	8.2	100.0
6	1 (P)	17014	2,741	0.4	98.2	0.1	1.3	100.0
6	1	17015	5,160	2.3	94.0	0.0	3.6	100.0
6	1 (P) SPLT	17016	7,004	4.3	84.8	0.5	10.4	100.0
6	1 (P) SPLT	17017	3,650	8.2	62.3	5.5	24.0	100.0
TOTALS			141,284	7.6	74.3	2.4	15.7	100.0

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SPLT: Census tract divided between two council districts.
Population shown is only for portion within this district.

Map 23A

CITY OF SAN DIEGO

ESTIMATED POPULATION AND ETHNIC POPULATION DISTRIBUTION

BY CENSUS TRACT WITHIN PROPOSED NEW 1990 COUNCIL DISTRICT

PROPOSED COUNCIL DISTRICT	ORIGINAL DISTRICT	CENSUS TRACT	TOTAL POP-ULATION	PERCENT HISPANIC	PERCENT WHITE	PERCENT BLACK	PERCENT ASIAN & OTHER	PERCENT TOTAL
7	3	2701	7,083	13.9	43.7	24.4	17.9	100.0
7	7	2702	4,429	11.4	66.4	7.7	14.5	100.0
7	3	2703	5,556	15.4	66.7	8.6	9.3	100.0
7	3	2704	5,635	17.4	47.0	15.9	19.6	100.0
7	7	2801	3,459	5.3	84.3	3.0	7.4	100.0
7	7	2802	8,957	6.8	84.8	3.1	5.3	100.0
7	7	2901	10,218	8.3	82.0	3.1	6.6	100.0
7	7	2902	4,753	9.1	84.3	2.2	4.4	100.0
7	3	2903	3,348	12.4	79.3	3.2	5.2	100.0
7	7 (P)	9501	12,128	8.6	65.3	9.6	16.5	100.0
7	7	9502	3,963	8.1	80.3	3.7	7.9	100.0
7	7 (P)	9503	11,606	6.4	82.2	2.5	8.9	100.0
7	5 SPLT	9504	36	17.2	50.9	9.5	22.4	100.0
7	7	9602	4,097	5.4	90.0	0.8	3.8	100.0
7	7 (P) SPLT	9603	7	5.5	86.7	2.0	5.8	100.0
7	7	9604	3,380	6.6	88.3	0.7	4.4	100.0
7	7	9703	3,875	6.2	89.5	0.9	3.4	100.0
7	7	9704	7,235	5.3	86.5	3.5	4.6	100.0
7	7	9705	3,758	3.9	89.9	2.1	4.1	100.0
7	7	9706	8,229	3.9	89.5	2.2	4.3	100.0
7	7	9801	5,421	5.0	91.4	1.4	2.2	100.0
7	7	9802	6,531	7.9	85.4	1.6	5.1	100.0
7	7 (P)	9804	6,224	5.8	86.8	1.5	5.9	100.0
7	7 (P)	9805	4,719	6.3	87.0	1.6	5.1	100.0
7	3 (P)	14500	33	8.8	91.2	0.0	0.0	100.0
7	7 (P)	16606	0	0.0	0.0	0.0	0.0	0.0
TOTALS			134,680	8.1	78.6	5.1	8.2	100.0

(P): Census tract partially outside the city limits.
Population shown is only for portion of tract within the city.
SPLT: Census tract divided between two council districts.
Population shown is only for portion within this district.

Map 23A

CITY OF SAN DIEGO

ESTIMATED POPULATION AND ETHNIC POPULATION DISTRIBUTION

BY CENSUS TRACT WITHIN PROPOSED NEW 1990 COUNCIL DISTRICT

PROPOSED COUNCIL DISTRICT	ORIGINAL DISTRICT	CENSUS TRACT	TOTAL POP-ULATION	PERCENT HISPANIC	PERCENT WHITE	PERCENT BLACK	PERCENT ASIAN & OTHER	PERCENT TOTAL
8	4	3600	8,660	71.1	5.3	18.2	5.5	100.0
8	8	3800	1,003	7.3	71.8	15.5	5.4	100.0
8	4	3900	7,376	62.2	2.6	32.2	2.9	100.0
8	4 SPLT	4000	2,023	47.1	3.0	46.8	3.2	100.0
8	4	4100	4,953	43.7	28.3	18.6	9.3	100.0
8	8 SPLT	4200	212	20.6	69.8	2.8	6.8	100.0
8	8	4500	4,557	48.5	31.1	12.9	7.5	100.0
8	8	4600	2,356	52.3	26.6	6.7	14.3	100.0
8	8	4700	2,410	86.6	4.8	5.8	2.9	100.0
8	4	4800	4,164	78.6	2.3	16.9	2.2	100.0
8	4	4900	4,129	80.8	2.2	14.5	2.5	100.0
8	8	5000	1,565	93.7	2.7	2.1	1.5	100.0
8	8	5100	1,707	84.8	8.3	4.8	2.0	100.0
8	8	5200	1,743	36.1	47.5	7.7	8.6	100.0
8	8	5300	5,768	29.5	49.9	17.1	3.5	100.0
8	8	5400	1,039	23.9	37.5	10.4	28.2	100.0
8	2	5800	908	64.6	30.4	1.5	3.4	100.0
8	2 SPLT	9902	0	0.0	0.0	0.0	0.0	0.0
8	8 (P)	10001	3,934	29.3	36.5	4.2	30.0	100.0
8	8	10002	9,267	26.2	34.4	5.6	33.9	100.0
8	8	10003	6,142	28.9	29.2	4.4	37.5	100.0
8	8	10004	4,984	46.2	19.7	4.0	30.1	100.0
8	8	10005	7,667	77.2	9.1	1.8	11.8	100.0
8	8	10006	13,362	86.4	8.2	1.2	4.1	100.0
8	8 (P)	10007	1,516	82.9	14.6	1.0	1.5	100.0
8	8 (P) SPLT	10103	0	32.4	54.9	2.9	9.8	100.0
8	8	10105	14,416	35.2	36.0	3.4	25.3	100.0
8	8	10106	6,525	46.5	33.4	3.8	16.3	100.0
8	8 (P)	10107	5,436	37.9	42.0	2.1	18.0	100.0
8	8 (P)	13201	20	66.7	26.7	0.0	6.7	100.0
8	8 (P)	13202	0	0.0	0.0	0.0	0.0	0.0
8	8 (P)	13304	0	0.0	0.0	0.0	0.0	0.0
TOTALS			127,842	53.8	22.7	9.3	14.3	100.0

(P): Census tract partially outside the city limits.
Population shown is only for portion of tract within the city.
SPLT: Census tract divided between two council districts.
Population shown is only for portion within this district.