

**IN THE SUPREME COURT OF PENNSYLVANIA**

COUNTY OF FULTON, *et al.*,

Petitioners/Appellees,

v.

SECRETARY OF THE COMMONWEALTH,

Respondent/Appellant.

No.: 277 M.D. 2021

No.: 3 MAP 2022

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**APPLICATION FOR RELIEF AND REVIEW OF SPECIAL MASTER'S  
FINAL APPOINTMENT ORDER AND MEMORANDUM OPINION**

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## INTRODUCTION

The following is a petition seeking review in this Court, which retains jurisdiction over this case, addressing the authority and scope of the appointed Special Master Judge Renée Cohn Jubilerer's October 27, 2023 Final Order and Memorandum and Order appointing Pro V&V, Inc. (Pro V&V) as escrow agent to take custody and control of the Fulton County voting machines involved in the underlying dispute. (Attachments 1 and 2).

This petition raises legal issues with respect to the Special Master's final appointment order and request a stay of the appointment and resulting placement of the voting machines into the hands of Pro V&V until these issues are resolved by the supervising court.

There are pending matters being litigated by and between Fulton County and Intervenor Dominion (Dominion) in a separate breach of contract case in which the Fulton County's Dominion brand voting machines are at issue and will be required as evidence to litigate Fulton County's breach of contract and breach of warranty cases. *Fulton County v. Dominion Voting Systems, Inc. et al.*, Case No. 1:22-cv-01639 (U.S.D.C. Middle District of Pennsylvania) and *Fulton County et al. v. Dominion Voting Systems, Inc., et al.*, Case No. 23-2969 (3<sup>rd</sup> Circuit appeal of a portion of a decision by the district court).

The breach of contract and breach of warranty action on the other hand concerns the reliability and integrity of Dominion brand voting machines used by Fulton County during the November 2020 election, and whether and to what extent they were fit for their use and purpose during that election. This action serves the direct interests of Fulton County and its citizenry. Fulton County is suing Intervenor Dominion for breach of contract and breach of warranty due to malicious script being installed on the Dominion brand voting machines, having had connections with international elements, and failure to comply with federal standards CISA, DISA, and NISC during the November 2020 election.

Because of this ongoing litigation, inter alia, the Special Master's appointment order threatens the substantial legal rights of Fulton County in the breach of contract litigation in which Fulton County is involved with Intervenor Dominion.

In addition, the Special Master's final appointment order required the appearance of counsel for Pro V&V and awarded attorneys fees to Pro V&V, which was not contemplated in any of the prior proceedings and which petitioner Fulton County deems inappropriate warranting review and action as explained herein.

Finally, the Special Master's order erroneously imposes upon Fulton County attorneys fees and costs, and, without notice and an opportunity to be heard, imposed additional costs and attorneys fees when she ordered the appearance of counsel for Pro V&V.

## **BACKGROUND**

On October 18, 2022, at 3:25 p.m., eight days before oral argument was scheduled to take place in this Court in the underlying appeal, Respondent, Secretary of the Commonwealth filed an “Application for an Order Holding Appellees (Fulton County) in Contempt and Imposing Sanctions.” Intervening party Dominion Voting Systems (Dominion) fully concurred with the relief sought in the Secretary’s Application and in its Memorandum of Law.

On October 21, 2022, this Court issued an Order which provided, inter alia, for appointment of a special master to preside over the contempt proceedings. On October 24, 2022, the Special Master issued an order establishing a schedule for the submission of pleadings. On October 26, 2022, Fulton County filed its Answer and Memorandum of Law in response to Special Master’s order. On October 28, 2022, the Special Master issued an order establishing evidentiary rules and procedures for a show cause hearing and discovery.

After an expedited and much truncated evidentiary hearing in which Petitioners were forced to provide testimony and evidence, despite the still ongoing underlying litigation by and between Fulton County and Dominion, who intervened in the Secretary’s emergency proceedings for an injunction, and over the objections of Petitioners’ counsel on grounds that the decision to proceed with such a hearing prior

to a decision by the special master on the legal question of whether the language Pennsylvania Supreme Court's order had even been violated, the Pennsylvania Supreme Court issued its opinion and order, dismissing the underlying appeal, and finding Petitioners and their counsel in contempt of court and imposing sanctions. The court also ordered the impoundment of the Dominion brand voting machine systems.

During the contempt proceedings, Petitioners argued that the subsequent inspection conducted in July 2022 did not violate the plain language of the Pennsylvania Supreme Court's stay orders. Petitioners further argued that they were authorized and required by Pennsylvania law, 25 Pa. Stat. Ann. § 2642, to inspect, examine and investigate the voting systems and voting machines so that they could make decisions about employing voting machines in future elections. Petitioners specifically argued that pursuant to Article I, section 4, clause 1 of the United States Constitution, the Pennsylvania General Assembly had mandated that they were to conduct inspections and make necessary preparations for upcoming elections. *Id.*, § 2642(c), (d), and (i). The Petitioners further argued that the contempt proceedings violated their rights to privileges and confidentialities because of the still ongoing breach of contract suit against intervenor Dominion, based on Dominion's alleged failure to provide Petitioners with reliable voting equipment as it had warranted in

its contract with Fulton County. See *Fulton County, et al. v. Dominion Voting Systems, Inc. and U.S. Dominion, Inc., et al.*, Case No. 1:22-cv-01639 (M.D. Penn.).

The Secretary filed for contempt, and this Court erroneously and retroactively expanded the stay order that only applied to the Pennsylvania Senate's proposed inspection, and not to Fulton County's right to inspect these mothballed Dominion brand machines.

This Court found Petitioners in contempt of its stay order. The Court ruled that the language of the order applied to future testing of the Petitioners' voting systems and that in conducting the July 2022 examination, Petitioners had violated its order. Regarding Petitioners' argument that they were not violating the language of the court's January orders, the court reasoned that the spirit of the order applied to any and all future testing. The Court never addressed Petitioners' argument that the constitutional delegation by the Pennsylvania General Assembly to the counties under Article I, section 4, clause 1 of the United States Constitution allowed it to perform additional inspections of voting machine systems.

The Court ruled only on the argument regarding the scope of its January orders and found Petitioners had deliberately, willfully, and wrongfully violated those orders. The Court ordered Petitioners Fulton County and Petitioners' attorney, undersigned, to be jointly responsible for attorneys' fees incurred by the Secretary and Dominion.

The Court also ordered Petitioners to transfer the voting equipment to a neutral escrow agent pursuant to an agreement yet to be formed between the parties.

Then commenced discussion and eventually evidentiary hearings among the parties on the choosing of an appropriately certified, qualified, and unbiased entity to take control and custody of the Dominion voting machines. These hearings were held and Petitioners objected to the Respondent Secretary's choice to have Pro V&V take control over the machines.

The Secretary and Dominion's application to have Pro V&V be the "neutral" third party was rife with problems.

Pro V&V was hired to perform an audit in Maricopa County, Arizona, but was not certified there, and they were accused of deleting data, and referred to the Attorney General for investigation. In the course of performing this duty, Pro V&V engaged in improper security practices and questionable behavior when performing the audit. (Attachment 3, Declaration). This was brought to the attention of the Special Master. While Pro V&V was one of the firms selected by the Maricopa County Board of Supervisors to conduct an audit. Not only was Pro V&V not certified when selected, they were not professional in their handling of the audit. *Id.*

Pro V&V was also selected to perform an audit of voting machines in Macomb County, Michigan on October 12, 2021. Ben Cotton an expert in cybersecurity with over 25 years of experience in digital and computer system security and computer

forensics analysis observed Pro V&V's handling of an ES&S voting system during the October 2021 audit. (Attachment 4, Cotton Affidavit). Cotton observed that a "digital hash" of original hard drives was not created by Pro V&V during the audit. *Id.* A "digital hash" is used to ensure proper chain of custody and preservation of original forensic evidence when handling digital and computer evidence. *Id.* Cotton further observed that Pro V&V failed to protect the original hard drives from modification. *Id.* Pro V&V did not use a forensically approved device to protect the original voting system hard drives from modification. *Id.* Furthermore, Cotton observed that during the acquisition process for the voting equipment, there was no forensically sound image produced from the original hard drive. *Id.* Pro V&V simply copied the content from the original hard drive to a copy drive; there were no forensics integrity checks of the transferred data, nor was there a forensic comparison of the original hard drive and the copy to ensure exact replicas. *Id.* Pro V&V could not guarantee forensic integrity using this method to copy the hard drives. *Id.*

Fulton County also expressed concerns that the machines will be leaving the state and taken from possession of the county, or placed in an unknown location, which is not in compliance with Pennsylvania law. (Attachment 5, Pro V&V Proposal). See also 25 Pa. Stat. Ann. § 2642 (providing that only counties have authority to inspect, examine and investigate the voting systems and machines). Furthermore,



Fulton County argued that Dominion, Pro V&V and the EAC (Election Assistance Commission) were collaborating with one another, even being in the same building where Pro V&V was to take and sequester the machines.

On October 27, 2023, the Special Master issued her final appointment order and memorandum appointing Pro V&V to be the “neutral” third party escrow agent to hold the Dominion brand voting machines. The Special Master ruled that Pro V&V shall take possession of the Voting Equipment from its present location in Fulton County at a date and time to be arranged between Pro V&V and the parties. The Special Master further ruled that upon being granted access to the Voting Equipment, Pro V&V shall inventory each of the items of Voting Equipment made available by Petitioners—including by noting and taking photographs of the serial number of each piece of equipment (“Serial Number Documentation”). According to the Special Master’s order, Pro V&V shall create a hard-copy and/or digital inventory of the Voting Equipment of which it has taken possession (the “Initial Inventory”), to include: (a) the Serial Number Documentation; (b) the Seal Information; and (c) identification of any Missing Equipment. Pro V&V shall provide a copy of the Initial Inventory to the parties and the Court (via email to [CCFCEscrow@pacourts.us](mailto:CCFCEscrow@pacourts.us) copying all counsel of record) before leaving Fulton County.

The Special Master also provided that Pro V&V may continue to allow EAC personnel to enter its facility as required for accreditation or audit purposes, but Pro V&V shall not permit EAC personnel to enter the Escrow Room without prior order of Court. Access by EAC to the Pro V&V facility was objected to by Fulton County due to the prior information produced at the hearing for appointment.

The Special Master has also ordered the appearance of counsel for Pro V&V, and ordered Fulton County to pay the legal expenses (including attorneys' fees) that may be incurred by Pro V&V in connection this matter. As for the legal fees incurred in connection with preparation of the Proposed Final Appointment Order and the entry of appearance, Pro V&V's was to provide Fulton County's counsel with documentation of these expenses by no later than November 10, 2023.

The Special Master ordered that Fulton County shall pay the full amount of expenses claimed by Pro V&V by no later than November 30, 2023, unless, by that date, Petitioners file an application with the Special Master disputing the reasonableness of the amount claimed. In the event the application is denied, the Special Master will require Petitioners to pay the legal expenses (including attorneys' fees) incurred by Pro V&V in litigating the application, in addition to the legal expenses (including attorneys' fees) Pro V&V incurred in connection with preparation of the Proposed Final Appointment Order and the entry of appearance required in Paragraph 4.1.

The Special Master also required any relief or review of her appointment order to be filed in the Commonwealth Court of Pennsylvania, rather than review by this Court. All Applications for relief pursuant to this Order, and all applications to enforce this Order or to modify or terminate the Escrow Services, shall be filed in the Commonwealth Court of Pennsylvania. In this regard, the Special Master misinterpreted this Court's prior opinion on the Secretary's contempt motion by restricting, or altogether forbidding appellate rights with respect to the order. This is problematic in its own right because Fulton County asserts in this petition that the Special Master would not have authority under this Court's language to prohibit Fulton County's appeal to this Court. By way of this petition, Fulton County also seeks a decision by this Court as to the scope of its prior opinion in this regard. Fulton County contends herein that it could not be restricted or prohibited from appealing the Special Master's appointment order to this Court, primarily because the case was and remains in this Court. Secondly, but no less troubling, is the fact that in order to assert its full spectrum of rights, review and decision by this Court would have to occur *before* actions were taken that would prejudice Fulton County's rights in the breach of contract and breach of warranty case pending in the federal district court and Third Circuit Court of Appeals. The Special Master's order cites this Court's opinion, but the language cited does not address appellate review or, much less, the appellate rights of Fulton County. The Special Master's language in

this regard states: “Any such applications shall be filed in case number 277 M.D. 2021. All disputes or applications regarding this Order or the Escrow Services shall be governed by the substantive and procedural law of the Commonwealth of Pennsylvania.” This Court’s language, as quoted by the Special Master was as follows: “Any effort to seek access to, or release of, the voting equipment must be directed to the Commonwealth Court, specifically whoever is then presiding over [Fulton] County’s underlying Petition for Review against the Secretary.” *Fulton I*, 292 A.3d at 1020 (Pa. 2023). This would not appear to preclude appellate review of the Special Master’s Order. Indeed, this Court retained jurisdiction until the Special Master’s proceedings proceed to a “final resolution”. *Cty. of Fulton v. Sec’y of the Commonwealth*, 292 A.3d 974, 1020 (Pa. 2023)

This petition seeks review of the order of the special master appointing a Pro V&V over objections lodged by Fulton County and ordering Pro V&V counsel to appear and Fulton County to be responsible for the legal fees and costs. This was not originally contemplated in the contempt proceedings, nor included in any discussions during the hearing on the appointment decision. To this extent, the Special Master exceeded her appointment authority in making these rulings, which should be reviewed by the Pennsylvania Supreme Court.

The order appointing the expert over objections should be reviewed because the Special Master exceeded her authority.

Additionally, the Special Master exceeded her authority by ordering Fulton County to pay attorney fees and costs to Pro V&V's counsel, when such fees were not contemplated in the original contempt proceedings. The award of attorney fees requires specific statutory authorization in the absence of extenuating circumstances regarding the conduct or actions of the one against whom such an award is made. *Yeager v. Kavic*, 2000 PA Super 411, ¶ 7, 765 A.2d 812, 815. Here, the contempt proceedings did not provide for fee shifting in this way, and there was no issue raised regarding Pro V&V counsel until the Special Master ordered them to appear, and subsequently ordered Fulton County to pay the legal fees. This particular award of fees is not justified and should therefore be reversed.

Moreover, the Special Master made evidentiary rulings which were prejudicial to Fulton County during the hearing on the appointment of the supposedly neutral third party. Fulton County was therefore deprived of its ability to fully challenge and place on the record its opposition to Pro V&V's biased appointment.

Finally, in the least the Court should decide the status of the Special Master's opinion and order to the extent that it precludes appellate review by this Court and purports to require that any review be sought in the Commonwealth Court.

WHEREFORE, for the reasons stated above, Fulton County respectfully requests the Court to issue an injunction of the Special Master's appointment order until the Court conducts a full review of the errors raised after briefing by the parties.

Respectfully submitted by:

/s/ Thomas J Carroll

Attorney ID: 53296

Attorney for Petitioners

LAW OFFICE OF THOMAS J CARROLL

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Date: November 27, 2023

# ATTACHMENT 1

**IN THE COMMONWEALTH COURT OF PENNSYLVANIA**

County of Fulton, Fulton County Board	:	
of Elections, Stuart L. Ulsh, in his	:	
official capacity as County	:	
Commissioner of Fulton County and	:	No. 277 M.D. 2021
in his capacity as a resident, taxpayer	:	No. 3 MAP 2022
and elector in Fulton County, and Randy	:	
H. Bunch, in his official capacity as	:	
County Commissioner of Fulton County	:	
and in his capacity as a resident,	:	
taxpayer and elector of Fulton County,	:	
Petitioners/Appellees	:	
	:	
v.	:	
	:	
Secretary of the Commonwealth,	:	
Respondent/Appellant	:	

**FINAL APPOINTMENT ORDER**

AND NOW, this 27th day of October, 2023, following the evidentiary hearing for purposes of the Special Master’s appointment of a neutral third-party escrow agent, as ordered by the Pennsylvania Supreme Court,<sup>1</sup> it is hereby **ORDERED** that Pro V&V, Inc. (“Pro V&V”) is finally appointed to serve as escrow agent of the Voting Equipment at issue, subject to the following terms and conditions:

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<sup>1</sup> See *County of Fulton v. Sec’y of the Commonwealth*, 292 A.3d 974, 1020 (Pa. 2023) (*Fulton I*).



1. **Definitions.** For the purposes of this Order, the following terms shall have the following meanings:

1.1. “Voting Equipment” shall mean the following electronic voting equipment Fulton County leased from Dominion Voting Systems, Inc. (“Dominion”)<sup>2</sup>:

<b>DESCRIPTION</b>	<b>Quantity</b>
<b>Central Scanning Solution: Absentee / Central Count</b>	
<u>ImageCast Central Kit: Canon G1130</u> : Includes Canon Model DR-G1130, Computer with 23” Monitor, Keyboard & Mouse, One 8GB USB Flash Drive & One I-Button, patch cable	2
<b>In-Person Voting Solution: Polling Location Hardware</b>	
<u>ImageCast X BMD (21 inch) Kit</u> : Includes ICX Firmware, Tablet, 5 voter activation cards, printer, cables, power cord	15
Audio Tactile Interface (ATI) Accessible Unit	15
ICX Prime BMD Bag Kit	15
<b>Election Management Hardware</b>	
Democracy Suite EMS Express Server Configuration Kit	1
EMS Client Workstation Configuration Kit	1

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<sup>2</sup> As used in this Final Appointment Order, the term “Voting Equipment” does not include the “ImageCast X Voting Booths” or “University Power Supply (UPS) for ICX BMD” units that Dominion provided to Fulton County under the Voting System and Managed Services Agreement between Dominion and the County; and Pro V&V need not take possession of those items.

Adjudication Workstation Kit	1
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The term “Voting Equipment” shall include any USB thumb drives or other removable media provided to Fulton County by Dominion, as well as any software, firmware, and/or data residing on any component of hardware constituting Voting Equipment.

1.2. “Parties” shall refer collectively to all of the Petitioners/Appellees in the above- captioned lawsuit (collectively, “Petitioners”), the Secretary of the Commonwealth (“Secretary”), and Dominion (each a “Party”).

1.3. “Escrow Services” shall mean the acquisition, inventorying, transportation, and secure storage of the Voting Equipment by Pro V&V pursuant to this Order.

**2. Escrow Services.**

2.1. **Transfer of Possession.** Pro V&V shall take possession of the Voting Equipment from its present location in Fulton County at a date and time to be arranged between Pro V&V and the Parties (“Transfer Date”). The Transfer Date shall occur within 14 days after the Installation Date, as defined in Paragraph 2.3.1 below. Beginning upon entry of this Order and continuing until the Installation Date, Pro V&V shall reasonably inform

the Parties of the likely Installation Date, and shall immediately inform the Parties when the Installation Date in fact occurs. Pro V&V, the Parties, and Fulton County personnel shall cooperate in good faith to choose a Transfer Date in accordance with this Order. Once a Transfer Date is determined, the Secretary shall file, no less than 2 days prior to the Transfer Date, a status report indicating the Transfer Date. After taking possession of the Voting Equipment on the Transfer Date, Pro V&V shall directly and continuously transport the Voting Equipment to Pro V&V's facility at 6705 Odyssey Drive NW, Huntsville, AL, 35806 (the "Escrow Facility"), making stops only for purposes of obtaining fuel, food, and brief comfort breaks. In the course of the transportation, at least one Pro V&V employee shall remain with the truck transporting the Voting Equipment at all times.

2.1.1. The parties' counsel, experts, and Fulton County personnel are permitted to be present, observe, and document (including through photographic and videographic means) the pickup of the Voting Equipment in Fulton County by Pro V&V on the Transfer Date, provided that such personnel do not impede Pro V&V's activities pursuant to this Order. Petitioners shall fully cooperate with Pro V&V's

efforts to take possession of the Voting Equipment, including, without limitation, by maintaining adequate security for Pro V&V's personnel, ensuring that Pro V&V enjoys unencumbered, unobstructed, and unimpaired access to the Voting Equipment, and ensuring that no third parties disrupt the transfer of possession of the Voting Equipment in any manner, including by harassing or otherwise engaging with Pro V&V personnel.

2.1.2 During the time period before possession of the Voting Equipment is transferred from Fulton County to Pro V&V, Petitioners shall not allow any person or entity to access the Voting Equipment and shall securely store the Voting Equipment in the Voting Equipment's current location in Fulton County.

2.2. **Inventorying Process.** Upon being granted access to the Voting Equipment, Pro V&V shall inventory each of the items of Voting Equipment made available by Petitioners—including by noting and taking photographs of the serial number of each piece of equipment (“Serial Number Documentation”)—and determine whether there are any Voting Equipment components identified in Paragraph 1.1 of this Order that have not been made available (“Missing Equipment”). Pro V&V shall then

determine whether seals have been applied to all areas of the Voting Equipment designed to be sealed and whether any such seals are properly applied and intact. To the extent needed, Pro V&V shall apply or re-apply seals so that all locations designed to be sealed are properly sealed before the Voting Equipment is transported to Pro V&V's facility, and shall document the location and seal number of each seal ("Seal Information").

**2.2.1 Initial Inventory.** Pro V&V shall create a hard-copy and/or digital inventory of the Voting Equipment of which it has taken possession (the "Initial Inventory"), to include: (a) the Serial Number Documentation; (b) the Seal Information; and (c) identification of any Missing Equipment. Pro V&V shall provide a copy of the Initial Inventory to the parties and the Court (via email to CCFCEscrow@pacourts.us copying all counsel of record) before leaving Fulton County.

**2.2.2. Secondary Inventory.** When the Voting Equipment arrives at the Escrow Facility, Pro V&V shall again inspect the serial numbers and the seals on the Voting Equipment and record the Serial Number Documentation and Seal Information in a second hard-copy and/or digital inventory (the "Secondary Inventory"). To the extent any seals have broken during transportation, Pro V&V shall note this fact in the

Secondary Inventory, shall apply new seals to replace any broken ones, and shall note the new seal numbers in the Secondary Inventory. Pro V&V shall provide copies of the Secondary Inventory to the parties and the Court (via email to CCFCEscrow@pacourts.us copying all counsel of record) within one day of the Voting Equipment's arrival at the Escrow Facility.

**2.2.3. Accounting for Missing Equipment.** For any Missing Equipment identified in the Initial Inventory, Petitioners shall, within three (3) days of receipt of the Initial Inventory, provide the Parties and the Court (via email to CCFCEscrow@pacourts.us copying all counsel of record) a sworn affidavit from a Fulton County Commissioner or Fulton County's Director of Elections detailing all efforts made to locate such Missing Equipment; explaining, to the best of Fulton County's knowledge, information, and belief, when and how each component of Missing Equipment was destroyed, lost, or otherwise rendered inaccessible; and providing any available documentation regarding the destruction, loss, or inaccessibility of said component.

**2.3. The Escrow Room.** Before taking possession of the Voting Equipment, Pro V&V shall designate a laboratory at its facility in which the Voting

Equipment shall be stored (“Escrow Room”). The Escrow Room shall be temperature- and humidity-controlled, shall be dedicated during the period of the Escrow Services exclusively to storage of the Voting Equipment, and shall maintain conditions appropriate to preserving the integrity of the Voting Equipment and any data stored thereon.

2.3.1. **Monitoring.** Before taking possession of the Voting Equipment, Pro V&V shall install a surveillance or security camera in the Escrow Room (“Camera”). Once the Voting Equipment is moved to the Escrow Room, Pro V&V shall maintain the Camera in a functional state, including provision of the Remote Monitoring Services as defined below, and trained on the Voting Equipment and its immediate surroundings until otherwise ordered by the Court. As soon as practicable following entry of this Order, Pro V&V shall arrange for the video from the surveillance or security camera in the Escrow Room that is to be trained on the Voting Equipment and its immediate surroundings to be continuously transmitted to a remotely-viewable feed available to the parties and the Court; recorded and retained for the duration of the escrow arrangement; and associated with motion-detection technology that will send an automated notice to the parties and Court upon any access to the Escrow

Room (the “Remote Monitoring Services”). The date on which Pro V&V or its contractor shall have finally installed all equipment needed to provide the Remote Monitoring Services shall be the “Installation Date.”<sup>3</sup>

**2.3.2. Access Limitations.** Upon taking possession of the Voting Equipment, Pro V&V shall not permit **any access** to the Escrow Room except as follows:

**2.3.2.1. Singular Personnel Access.** Pro V&V shall restrict access to the Escrow Room to only Michael Walker and Wendy Owens, who shall retain sole possession of the key or other means of access to the Escrow Room. Mr. Walker and Mrs. Owens may securely exchange possession of the key or other means of access to the Escrow Room as their schedules and availability dictate, provided that only one of them will have possession of the key or other means of access to the Escrow Room at any given time, and provided that Pro V&V records, as part of the chain-of-custody record required in Paragraph 2.3.3 or otherwise, which person possesses the key or other means of access

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<sup>3</sup> As explained in the September 29, 2023 Affidavit of Michael Walker, Pro V&V estimates that the Installation Date could occur approximately three to five weeks from the entry of this Order.



at any particular time. In the event that Mr. Walker and Mrs. Owens both become unavailable or are anticipated to be unavailable during the same period of time, Pro V&V may file a motion with the Court proposing to substitute another Pro V&V employee to temporarily retain sole access, including the dates of the proposed substituted access, to the Escrow Room.

**2.3.2.2. Acts of God; Facilities Emergency.** Mr. Walker or Mrs.

Owens, or another Pro V&V employee designated pursuant to Paragraph 2.3.2.1 above, may enter the Escrow Room to respond to acts of God, leaks, fires, or other emergency conditions that require immediate access in order to preserve the Voting Equipment.

**2.3.2.3. Election Assistance Commission Site Visits.** Pro V&V may

continue to allow EAC personnel to enter its facility as required for accreditation or audit purposes, but Pro V&V shall not permit EAC personnel to enter the Escrow Room without prior order of Court.

**2.3.2.4. Emergency Notification to Court.** If access to the Escrow

Room must be granted pursuant to Paragraphs 2.3.2.2 or 2.3.2.3 of this Order, or in a manner not contemplated in this Order, Pro V&V shall immediately notify the Court of such access or impending

access via email to CCFCEscrow@pacourts.us copying all counsel of record in this matter, and shall then promptly file a formal motion with the Court explaining the same.

2.3.3. **Chain of Custody.** At all times after Pro V&V takes possession of the Voting Equipment, and continuing until Pro V&V finally relinquishes possession of the Voting Equipment pursuant to order of Court, Pro V&V shall maintain records regarding the Voting Equipment sufficient to reliably document the chain of custody of the Voting Equipment, including, without limitation, the documentation addressed in Paragraphs 2.2–2.2.2 above.

3. **Payment for Escrow Services.** Petitioners shall be jointly and severally responsible for all costs of the Escrow Services, including as specified in the following fee schedule:

<b><u>Description of Services</u></b>	<b><u>Price</u></b>
Collection of Voting Equipment, including travel and time spent in Fulton County to perform inventory upon taking possession of the Voting Equipment	\$6,640
Storage of Voting Equipment	\$850 per month

Remote Monitoring Services, as defined in Paragraph 2.3.1 of this Order	\$2,211.92 plus \$22.11 per month
If applicable, return delivery of Voting Equipment to Fulton County, including travel and hours spent onsite to release possession of the equipment	\$6,640
Packaging Voting Equipment for transportation	\$250

3.1. By no later than 5:00 p.m. on the day prior to the date on which possession of the Voting Equipment is to be transferred to Pro V&V as specified in Paragraph 2.1 of this Order (the “Start Date”), Petitioners shall pay Pro V&V \$6,890 for collection of the Voting Equipment from Fulton County and packaging expenses, as well as \$2,211.92 for set up of the Remote Monitoring Services.

3.2. On the first day of the month immediately following the month in which the Start Date occurs, Petitioners shall make a payment to Pro V&V equal to a proportion of \$850 for storage of the Voting Equipment. That proportion shall be the ratio of the number of days in the month containing the Start Date that Escrow Services are provided (beginning with and including the Start Date itself) to the total number of days in the month

containing the Start Date. On the first day of each successive month until the Escrow Services are terminated by order of Court, Petitioners shall pay \$850 to Pro V&V for storage of the Voting Equipment provided during the preceding month. In addition, on the first day of each successive month following the month in which the Remote Monitoring Services begin until the Escrow Services are terminated by order of Court, Petitioners shall make a payment to Pro V&V of \$22.11 for the Remote Monitoring Services. If the Escrow Services are terminated before the last day of a given month, Petitioners shall, no later than five days after the Escrow Services are terminated, make a payment to Pro V&V of \$22.11 for the Remote Monitoring Services for that month, as well as a payment for storage of the Voting Equipment during that month equal to a proportion of \$850. That proportion shall be the ratio of the number of days in that month during which Pro V&V provided Escrow Services (up to and including the day that the Escrow Services were terminated) to the total number of days in that month.

- 3.3. In the event Pro V&V is required to provide further testimony in this matter or to perform any services regarding the Voting Equipment in addition to those contemplated in the fee schedule in Paragraph 3 above—

including but not limited to transportation of the Voting Equipment for off-site examination or testing, provision of additional personnel to supervise on-site examination or testing of the Voting Equipment at the Escrow Facility, or disposal of the Voting Equipment at the conclusion of the Escrow Services—Pro V&V shall receive reasonable compensation from Petitioners for all such services, including reimbursement of its attorneys’ fees, travel time and expenses, and shall be reimbursed by Petitioners for all other associated costs incurred by Pro V&V. Testimony or deposition time, including any preparation time, shall be paid by Petitioners at the hourly rate of \$145. Pro V&V may submit its invoices for such costs directly to Petitioners, and Petitioners shall pay Pro V&V within 30 days.

3.4. In the event Petitioners fail to make timely any payment owed under this Order, Petitioners shall pay Pro V&V a late charge of \$100 for each day after the due date that the payment, or any part of it, remains outstanding.

3.5. All payments that Petitioners are required to make to Pro V&V under this Order shall be made by electronic funds transfer from an account owned by Fulton County. Pro V&V shall provide Petitioners with the necessary details regarding the account to which payment should be made.

**4. Entry of Appearance.**

- 4.1. Within 30 days after entry of this Order, counsel for Pro V&V shall enter an appearance in the Pennsylvania Commonwealth Court in the above-captioned matter, so that the Court may appropriately communicate with counsel for Pro V&V directly.
- 4.2 Petitioners shall pay the legal expenses (including attorneys' fees) that may be incurred by Pro V&V in connection this matter. As for the legal fees incurred in connection with preparation of the Proposed Final Appointment Order and the entry of appearance required in Paragraph 4.1 above, Pro V&V's counsel shall provide Petitioners' counsel with documentation of these expenses by no later than November 10, 2023. Petitioners shall pay the full amount of expenses claimed by Pro V&V by no later than November 30, 2023, unless, by that date, Petitioners file an application with the Special Master disputing the reasonableness of the amount claimed. In the event the application is denied, the Special Master will require Petitioners to pay the legal expenses (including attorneys' fees) incurred by Pro V&V in litigating the application, in addition to the legal expenses (including attorneys' fees) Pro V&V incurred in connection with preparation of the Proposed Final Appointment Order and the entry of appearance required in Paragraph 4.1.

## **5. Forum; Governing Law; Cooperation and Enforcement.**

- 5.1. All Applications for relief pursuant to this Order, and all applications to enforce this Order or to modify or terminate the Escrow Services, shall be filed in the Commonwealth Court of Pennsylvania.<sup>4</sup> Any such applications shall be filed in case number 277 M.D. 2021. All disputes or applications regarding this Order or the Escrow Services shall be governed by the substantive and procedural law of the Commonwealth of Pennsylvania.
- 5.2. In the event any Party is found to have violated any provision of this Order, that Party may be found in contempt of court and/or sanctions may be awarded against that Party, including but not limited to requiring that Party to pay the reasonable costs and expenses (including attorney's fees) incurred by Pro V&V and/or any Party in seeking to enforce this Order.
- 5.3. In the event Pro V&V files a successful application for an order requiring Petitioners to make any payments owed under Paragraphs 3 or 4 of this Order, or successfully defends against any application by Petitioners disputing their obligation to make such payments (in whole or in part),

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<sup>4</sup> See *Fulton I*, 292 A.3d at 1020 (Pa. 2023) (“Any effort to seek access to, or release of, the voting equipment must be directed to the Commonwealth Court, specifically whoever is then presiding over [Fulton] County’s underlying Petition for Review against the Secretary.”)

Petitioners shall be required to pay the reasonable costs and expenses (including attorney's fees) incurred by Pro V&V in connection with litigating the application.

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**RENÉE COHN JUBELIRER**, President Judge of the Commonwealth Court of Pennsylvania Appointed as Special Master



# ATTACHMENT 2

**IN THE COMMONWEALTH COURT OF PENNSYLVANIA**

County of Fulton, Fulton County Board	:	
of Elections, Stuart L. Ulsh, in his	:	
official capacity as County	:	
Commissioner of Fulton County and	:	No. 277 M.D. 2021
in his capacity as a resident, taxpayer	:	No. 3 MAP 2022
and elector in Fulton County, and Randy	:	
H. Bunch, in his official capacity as	:	
County Commissioner of Fulton County	:	
and in his capacity as a resident,	:	
taxpayer and elector of Fulton County,	:	
Petitioners/Appellees	:	
	:	
v.	:	
	:	
Secretary of the Commonwealth,	:	
Respondent/Appellant:	:	

**MEMORANDUM & ORDER**

NOW, October 27, 2023, upon consideration of Respondent/Appellant’s (Secretary) Application to Enter Proposed Final Appointment Order (Application), Petitioners/Appellees’ (collectively Fulton County or County) response, and the Secretary’s further reply, the Secretary’s Application is GRANTED as modified in the Special Master’s October 27, 2023 Final Appointment Order.

On September 15, 2023, the Special Master issued a Preliminary Appointment Order selecting Pro V&V, Inc. (Pro V&V) to serve as the neutral third-party escrow agent of the voting machines at issue as directed by the Supreme Court’s decision in *County of Fulton v. Secretary of the Commonwealth*, 292 A.3d 974, 1020 (Pa. 2023). The Preliminary Appointment Order, *inter alia*, directed the Secretary to file a Proposed Final Appointment Order setting forth all terms relating to the escrow

arrangement with Pro V&V and including certain necessary terms required by the Special Master. (See Preliminary Appointment Order, 9/15/2023 ¶1.) On October 10, 2023, the Secretary filed the instant Application and attached a Proposed Final Appointment Order executed by Pro V&V proposing final terms to govern the escrow arrangement. On October 17, 2023, the County filed a timely response to the Secretary’s Proposed Final Appointment Order.

In its response, the County largely relodges challenges to the Special Master’s decision to select Pro V&V to serve as the neutral third-party escrow agent for the reasons the County set forth on the record during the August 28, 30, and 31, 2023 impoundment hearing and in its Closing Arguments and Objections filed September 6, 2023. To the extent those arguments, which were previously considered and rejected, are lodged again here, they are denied for the same reasons set forth in the Special Master’s Preliminary Appointment Opinion and Order.<sup>1</sup> In the latter portion of the response, the County makes five “itemized objections” to the Secretary’s Proposed Final Appointment Order, which the Special Master addresses in turn. (See County’s Response at 11-15.)

The County’s first itemized response objects to the definitions section in Paragraph 1 of the Secretary’s Proposed Final Appointment Order to the extent that it “include[s] Pro V&V as the best ‘neutral’ entity to provide the escrow services commanded by the Pennsylvania Supreme Court’s order. . . .” (*Id.* at 11 ¶ 1.) However, Paragraph 1 of the Secretary’s Proposed Final Appointment Order does not define “Pro V&V” or any other term as the best neutral entity to provide escrow services. To the extent the County reasserts its argument that Pro V&V is not

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<sup>1</sup> To the extent the County’s response could be liberally read as a request for reconsideration of the Special Master’s Preliminary Appointment Order, any request for reconsideration is untimely filed. See Pa.R.A.P. 2542.

suitably neutral to serve as escrow agent, that argument has been explicitly rejected in the Special Master's Preliminary Appointment Opinion and Order and will not be entertained again here. (*See* Preliminary Appointment Opinion and Order at 50-54.)

The County's second itemized objection is two-fold. First, the County objects to Paragraph 2 of the Secretary's Proposed Final Appointment Order to the extent it assumes that Pro V&V's Alabama facility is a neutral location. Next, the County objects to the inventorying process described in Paragraph 2.2 of the Proposed Final Appointment Order, alleging that Pro V&V is not competent to perform the functions noted and the very act of inventorying would compromise the voting machines to the point that the County could not rely on those machines' evidentiary value in pending litigation against Dominion Voting Systems, Inc. (Dominion). Both arguments are contrary to the evidence adduced at the impoundment hearing, and were previously considered and rejected in the Special Master's Preliminary Appointment Opinion and Order. (*Id.* at 46-50.)

Third, the County alleges the appointment of Pro V&V is not the most cost-effective option and challenges the transport of the voting equipment across several state lines to reach the Alabama facility. The Special Master rejects the County's argument regarding the cost of Pro V&V's escrow service in accordance with the Preliminary Appointment Opinion and Order. (*Id.* at 54-56.) To the extent the County is concerned with jurisdictional uncertainties during the transport of the voting machines, Section 5.1 of the Final Appointment Order provides that "[a]ll disputes or motions regarding this Order or the Escrow Services shall be governed by the substantive and procedural law of the Commonwealth of Pennsylvania." (Final Appointment Order ¶ 5.1.)

Fourth, the County objects to Paragraph 4.1 of the Secretary’s Proposed Final Appointment Order to the extent it requires Pro V&V’s counsel to enter an appearance in this matter. The County vaguely avers that allowing Pro V&V to secure legal counsel will “automatically shield [Pro V&V] from any and all liabilities that it might incur or bring upon itself vis-à-vis Fulton County with respect to handling of the voting machines, the breach of contract action involving Fulton County and Dominion, and any other future legal proceeding in which Pro V&V may be asked to testify or produce evidence and documents pertinent to the execution of its services as the purported entity providing the ‘neutral’ escrow services.” (County’s Response at 14 ¶ 4.) The County further states that “allowing Pro V&V to form a lawyer-client relationship in this Court for purposes of the performance of its services and agreement with the parties, including Fulton County, will make it impossible for Fulton County to seek recourse against Pro V&V in any future legal proceeding. . . .” (*Id.*) Initially, the Special Master notes that the Secretary’s Proposed Final Appointment Order includes Paragraph 4.1 at the Special Master’s direction “so that the Court may appropriately communicate with counsel for Pro V&V directly.” (*See* Preliminary Appointment Order ¶ 1(e).) Moreover, not even a charitable reading of this provision could be interpreted to function as shielding Pro V&V from liability or render any future legal recourse an impossibility, and therefore the Special Master rejects this underdeveloped and unsupported challenge.

In a similar vein, the County’s fifth and final itemized objection challenges Paragraph 5 of the Secretary’s Proposed Final Appointment Order on the grounds that the language allows Pro V&V to waive or avoid liability for actions and conduct occurring outside the Commonwealth of Pennsylvania. Again, this argument is

underdeveloped and does not align with the actual language included in Paragraph 5 of the Secretary's Proposed Final Appointment Order. To the extent the County is concerned that Pro V&V will avoid liability because the escrow will take place outside of the Commonwealth of Pennsylvania, the Final Appointment Order includes a choice of law provision and Pro V&V has consented to the jurisdiction of the Pennsylvania courts, thus alleviating any such concerns. (*See* Secretary's Proposed Final Appointment Order, Ex.1 (consenting to jurisdiction); Final Appointment Order ¶ 5.1 (setting forth choice of law provision).)

For the reasons articulated above, the Special Master hereby grants the Secretary's Application as modified and enters the subsequent Final Appointment Order.

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**RENÉE COHN JUBELIRER**, President Judge of the  
Commonwealth Court of Pennsylvania Appointed as  
Special Master

# ATTACHMENT 3

at least 7 years, to assist me with this, as a volunteer. He has done IT consulting for family members in the past, dating back to at least 2013. Aaron Wagner holds an active CISSP certification, which stands for Certified Information Systems Security Professional (CISSP).

<https://ncarizona.net/>

I left my home and drove to the MCTEC, getting there around 10:20pm. I opened an app on my android phone named Wifi Analyzer (made by VRem Software Development) and saw that there was a network with the name of MCPublic that was an open network. When Aaron got there and ran a scan, he told me he saw an Apple TV, Xbox, and a Wii on the public county network. Where we were at, there weren't that many other buildings nearby.

Aaron also scanned and said he saw a 3Com device on the network, which he told me is vulnerable to hacking.

Generally speaking, Aaron said in the moment that he saw vulnerabilities related to DoS attacks. He saw some ports open but said he didn't test them.

At one point, Aaron told me he saw one of the networks change names to "fuckyou". I looked over at his laptop and saw the WiFi name "fuckyou", and I took a picture of his laptop showing that. I then used The WiFi Analyzer on my phone and also saw the same network "fuckyou" on my phone as well. I took a screenshot of that on my own phone. The Wifi Analyzer shows distances and I looked on my phone and saw that it said that the MCPublic network was at approximately 195.3m and the "fuckyou" network was at approximately 193.3m from my position.

Myself, Ryan, and Aaron Wagner left the area surrounding the Maricopa County Elections and Tabulation Center around 11:30pm and each drove home separately.

Sincerely,

Ryan Hartwig  
Resident of Phoenix, Arizona  
BA Spanish Linguistics, Arizona State University

Actively Licensed Unarmed Security Officer through the Arizona Department of Public Safety

*Ryan Hartwig*



## **Declaration of Ryan David Hartwig**

Pursuant to 28 U.S.C Section 1746, I, **Ryan David Hartwig**, make the following declaration.

1. I am over the age of 21 years and I am under no legal disability, which would prevent me from giving this declaration.
2. **Detail background and qualifications.** I have a bachelor's degree in Spanish Linguistics (Arizona State University, 2015) and I have 7 years of part-time experience as a licensed unarmed security officer in Arizona, having done event security, apartment security and warehouse security. I've written many incident reports and documented child abuse and attempted suicide. I also blew the whistle at Facebook, documenting with a hidden camera the extreme bias contained within their policy. My investigation at Facebook led to a criminal referral to the DOJ for Mark Zuckerberg, after I gave my evidence to Congressman Matt Gaetz in June & July 2020.
3. I reside at
4. My affidavit highlights my visit to the area near the Maricopa County Tabulation and Election Center on Friday night, February 5<sup>th</sup>, 2021, accompanied by Aaron Wagner
5. **Info**

On Friday February 5th, 2021 I, Ryan Hartwig was already this week speaking to many volunteers in a group chat about the issue of possible irregular behavior in the audit being performed of the ballots and software at the Maricopa County Tabulation Center and Election Center (MCTEC), located at 510 S 3rd Ave, Phoenix, AZ 85003.

Several members of our volunteer group have a background in IT and were concerned about the Nest cams not functioning properly during the audit. Staci Burk who resides in Arizona, and Matt Van Bibber, an IT professional from Pennsylvania, both witnessed irregularities with regards to the public Nest cams not working properly and also of employees looking at the cameras for inordinate periods of time, using smartphones while inside the tabulation center, propping the door open, etc. In a separate document they will submit their statements.

Around 9:45pm on Friday February 5th, 2021, the volunteers in our group agreed we needed someone on the ground in Phoenix to do a public scan of the public WiFi being used at the election center. I called Aaron Wagner who I've known for

# ATTACHMENT 4

**AFFIDAVIT OF BENJAMIN R. COTTON 8 JUNE 2021**

I, Ben Cotton, being duly sworn, hereby depose and state as follows:

- 1) I am over the age of 18, and I understand and believe in the obligations of an oath. I make this affidavit of my own free will and based on first-hand information and my own personal observations.
- 2) I am currently the Vice President for Incident Response for eSentire and am the founder of CyFIR, LLC (CyFIR).
- 3) I have a master's degree in Information Technology Management from the University of Maryland University College. I have numerous technical certifications, including the Certified Information Systems Security Professional (CISSP), Microsoft Certified Professional (MCP), Network+, and Certified CyFIR Forensics and Incident Response Examiner.
- 4) I have over twenty-five (25) years of experience performing computer forensics and other digital systems analysis.
- 5) I have over eighteen (18) years of experience as an instructor of computer forensics and incident response. This experience includes thirteen (13) years of experience teaching students on the Guidance Software (now OpenText) EnCase Investigator and EnCase Enterprise software.
- 6) I have testified as an expert witness in state and federal courts and before the United States Congress.
- 7) I regularly lead engagements involving digital forensics for law firms, corporations, and government agencies and am experienced with the digital acquisition of evidence under the under the Federal Rules of Evidence.

8) I had the opportunity to observe Pro V&V personnel acquire the hard drives of an ES&S voting system on 12 October 2021 preparatory to Pro V&V performing an audit on that system. Pro V&V is one of two vendors approved by the U.S. Election Assistance Commission (EAC) and were following EAC approved processes and procedures. In the course of this observation the following deficiencies were noted:

- a) **A Digital Hash of Original Hard Drives were not Created During the Process:** Chain of custody and evidence preservation is mandated by the Federal Rules of Evidence and as a matter of course in best practices in any digital audit or examination. Creation of a digital hash value of the original evidence/device ensures that there are no changes to the evidence as part of the examination or subsequent handling. Without this principle of digital forensics, any evidence that did not possess this digital hash would not be accepted as evidence in legal proceedings.
- b) **Failure to Protect the Original Hard Drives from Modification:** One of the basic principles evidence is that original evidence must not be modified as part of any imaging or preservation process. It is a well documented that simply plugging a hard drive into a computer or other device can cause modifications on the device that was plugged in. Pro V&V personnel did not use a forensically approved device to protect the original voting system hard drives from modification during the imaging process. The device utilized to copy the original hard drive was a SABRENT USB SATA 2.5”&3.5” Dual Bay Hard Drive Docking Station model EC-HD2B. This device is a dual bay docking station that, per the OEM documentation, allows for data writing to both bays simultaneously. There is no protection provided to the original hard drive and thus can provide no assurance that changes were not made to the original hard drive.



Figure 1-Back Cover SABRENT Packaging

c) **Failure to Produce a Forensically Sound Image of the Original Hard Drives:** As a matter of practice examiners and auditors will connect original hard drives and devices to a forensic write block device and utilize forensic software to create a bit for bit forensic image file of the original digital device. This forensic image is validated utilizing either a Md5 or SHA256 hash to ensure that no changes were made during the acquisition process or occurred in subsequent handling of the evidence. If even one bit of data is changed, the hash value for the image will change. During the acquisition process utilized by Pro

V&V there was no forensically sound image produced from the original hard drive. Pro V&V utilized the SABRENT EC-HD2B to simply copy content from the original hard drive in bay 1 to a copy drive in bay 2. There were no forensic integrity checks of the transferred data nor was there a forensic comparison of the original hard drive and the copy of the drive to ensure that they were exact forensic replicas. The packaging of the SABRENT EC-HD2B implicitly states that both reads and writes are permitted simultaneously to both bays, thus eliminating any claim of forensic integrity by the auditors. As a matter of practice, any product of this device should not be used for forensic audit or investigation due to the lack of forensic integrity within the process.

SIGNED UNDER THE PAINS AND PENALTIES OF PERJURY THIS 25th DAY OF January  
2022.



Benjamin R. Cotton

# ATTACHMENT 5



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PHILADELPHIA, PA

CHERRY HILL, NJ

HARRISBURG, PA

MDRISTOWN, PA

May 23, 2023

**Via Email and First Class Mail**

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[Jim@dsslawyers.com](mailto:Jim@dsslawyers.com)

**Re: County of Fulton et al. v. Secretary of the Commonwealth, No. 3 MAP 2022 Commonwealth Court Docket No. 277 M.D. 2021**

Dear Counsel:

As you know, this firm represents the Acting Secretary of the Commonwealth (the “Secretary”) in the above-referenced proceedings. I write regarding the selection of an escrow agent to take possession of the voting equipment Fulton County leased from Dominion Voting Systems, Inc. (“Dominion”).

In its decision issued on April 19, 2023, the Pennsylvania Supreme Court directed Petitioners, the Secretary, and Dominion “to confer and agree on a neutral third-party escrow agent to take and retain possession of the voting equipment until further order of court.” *County of Fulton v. Secretary of the Commonwealth*, -- A.3d ---, 2023 WL 3099314, at \*37 (Pa. Apr. 19, 2023). The Court “direct[ed] the Special Master to see that this task is completed—and to appoint a neutral agent if the parties cannot agree on one.” *Id.* Pursuant to this directive, the Special Master entered an Order on April 28, 2023, instructing the parties to file, “[n]o later than May 30, 2023, ... a joint status report advising the Special Master of the status of the parties’ discussions regarding the appointment of a neutral third-party escrow agent to take and retain possession of the voting equipment.” Order ¶ 3 (Apr. 28, 2023).

In accordance with these Orders, the Secretary has investigated potential escrow agents and determined that Pro V&V is willing and well qualified to provide the escrow services described by the Court. As you may be aware, Pro V&V has been accredited by the United States Election Assistance Commission as a Voting System Test Laboratory and has extensive experience with safely and securely taking possession of and storing electronic voting equipment.



Thomas J. Carroll, Esquire  
James M. Stein, Esquire  
May 23, 2023  
Page 2

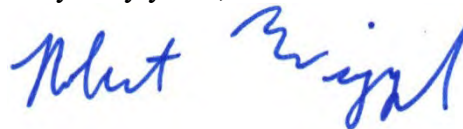
Pro V&V's charges for these services are reasonable, as reflected in the quote Pro V&V has provided us:

<u>Description of Services</u>	<u>Quoted Charge</u>
Obtaining equipment from Fulton County and transporting it to Pro V&V, which includes travel and hours onsite to perform inventory upon taking possession of the equipment	\$6,640
Escrow storage of equipment (billed on a monthly basis)	\$850 per month
If applicable, return delivery of equipment to Fulton County, which includes travel and hours onsite to release possession of the equipment	\$6,640
Packaging materials for equipment transportation	\$250

We have consulted with Dominion, which approves of the Secretary's proposal to appoint Pro V&V as the escrow agent in this matter. Please let us know whether Petitioners will also approve of Pro V&V's appointment, in which case we will prepare a proposed escrow agreement for your review. I would appreciate receiving your response by the close of business on Friday, May 26, 2023, in advance of our May 30 deadline for reporting to the Special Master.

Thank you for your attention to this matter.

Very truly yours,



Robert A. Wiygul

RAW:jdb

cc (via email): Shawn N. Gallagher, Esquire  
Dimitrios Mavroudis, Esquire  
John B. Hill, Esquire  
Eitan G. Kagedan, Esquire  
Jacob B. Boyer, Esquire  
Karen M. Romano, Esquire

**VERIFICATION**

I, Thomas J. Carroll, Esquire, in the foregoing matter, hereby verify that the statements made in the foregoing Application for Relief and Review of Special Master's Final Appointment Order and Memorandum Opinion are true correct to the best of my knowledge, information and belief. **The undersigned understands that the statements therein are made subject to the penalties of 18 Pa. C.S. section 4904 relating to unsworn falsification to authorities.**



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Date: 11/27/2023

