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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

DOMINION VOTING SYSTEMS, INC., a
Delaware corporation

Petitioner and Plaintiff,

v.

COUNTY OF SANTA CLARA; and DOES 1
through 100, inclusive.

Respondents and
Defendants.

Case No.

UNLIMITED CIVIL

**VERIFIED COMPLAINT AND
PETITION FOR:**
**(1) WRIT OF MANDATE (GOVT.
CODE, § 1085);**
**(2) WRIT OF MANDATE (GOVT.
CODE, § 1094.5); AND**
(3) DECLARATORY RELIEF

1 Dominion Voting Systems, Inc. (“Dominion” or “Petitioner”), for its Verified Petition and
2 Complaint, alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. Dominion brings this “Reverse-CPRA” action to prevent the unauthorized
5 disclosure by the County of Santa Clara (“County”) of sensitive, private, trade secret information
6 and records pertaining to Dominion in response to public records requests made under the
7 California Public Records Act (“CPRA”) codified at Government Code section 6250, *et seq.*

8 2. Jurisdiction and venue are proper in this Court because the action arises under
9 California state law, respondent is the County of Santa Clara, and the action sought to be enjoined
10 will occur in this county.

11 **PARTIES**

12 3. Dominion is a Delaware corporation, duly authorized to do business in the State of
13 California, and is a leading supplier of election technology across the United States and Canada.

14 4. Respondent is the County of Santa Clara, California (“County”).

15 5. Dominion does not know the true names or capacities of the defendants sued
16 herein as DOES 1 through 100, inclusive, and will amend this complaint and petition to allege
17 such facts as soon as they are ascertained. Dominion is informed and believes, and on that basis
18 alleges, that the defendants, and each of them designated herein as DOES 1 through 100,
19 inclusive, are in some manner responsible for the events and happenings alleged herein, or
20 otherwise participated in the acts alleged herein and as a result, caused damages to Dominion.

21 **I. GENERAL ALLEGATIONS**

22 **A. The County’s Request For Proposal And Dominion’s Proposal.**

23 1. On April 24, 2018, the County issued Request for Proposal Number RFP-PFO-
24 FY18-0199 (“RFP”) seeking “proposals from qualified proposers to provide a Voting System and
25 associated application implementation, training, maintenance, and support services for the County
26 of Santa Clara Registrar of Voters.”

27 2. After a review of RFP responses, the County was to award a single contract for up
28 to eight years, with the option to renew for two additional two-year terms (the “Contract”).

1 3. The RFP required proposers, including Dominion, to provide significant sensitive
2 and private information including: “copies of the most recent years [sic] independently audited
3 financial statements, as well as those for the preceding three years, if they exist. The submission
4 shall include the audit opinion, balance sheet, income statement, retained earnings, cash flows,
5 and notes to the financial statements. If independently audited financial statements do not exist
6 for the Proposer, the Proposer shall state the reason and, instead, submit sufficient information
7 such as the latest Dun and Bradstreet report to enable the Evaluation Committee to determine the
8 financial stability of the Proposer. The Procurement Officer may request, and the Proposer shall
9 supply any additional financial information requested in a timely manner.”

10 4. Additionally, the County required interested proposers to produce extensive
11 information about the technical and functional components of their voting systems, as well as the
12 personal identifying information (“PII”) of key employees.

13 5. The RFP further indicated that requestors should “identify all sections of the
14 proposal that the Proposer claims contain ‘proprietary’ or ‘confidential’ information.” The ability
15 to mark portions of the proposal confidential is indicated in the RFP:

16 If Proposer proprietary information is contained in documents submitted to County,
17 and Proposer claims that such information falls within one or more CPRA
18 exemptions, Proposer must clearly mark such information “CONFIDENTIAL AND
PROPRIETARY,” and identify the specific lines containing the information.

19 6. On or around July 2, 2018, Dominion submitted a response to the County’s RFP
20 providing all information requested in the form of a proposal (the “Proposal”).

21 7. Included with the Proposal was 47 pages of audited financial statements for 2015,
22 2016, and 2017 (the “Financial Statements”), along with employee PII throughout the Proposal.

23 8. Each page of the Financial Statements was clearly marked “CONFIDENTIAL &
24 PROPRIETARY – NO PART OF THIS DOCUMENT MAY BE DISCLOSED OR COPIED.”
25 These Financial Statements were sent to the County in a separate envelope along with
26 Dominion’s 241-page Proposal to further assure they would be kept confidential.

27 9. These Financial Statements reveal, *inter alia*, the monetary value of Dominion’s
28 assets, its cash flow, the amount spent on research and development, taxes, profits, litigation,

1 investments, and also include a narrative explanation for profits, losses, and expenditures.

2 Dominion considers the Financial Statements to be confidential and proprietary trade secrets.

3 10. Ultimately, after significant negotiations, Dominion was awarded the Contract by
4 the County.

5 **B. The Erroneous Allegations of Election Fraud Against Dominion.**

6 11. Dominion and its voting systems came under attack in the wake of the 2020
7 Presidential Election based on false claims that Dominion had somehow “rigged” the 2020
8 Presidential Election.

9 12. Across the nation, certain individuals fueled by this theory have filed public
10 records requests related to Dominion under state-level Freedom of Information Act (“FOIA”)
11 laws, and, in this state, under the CPRA.

12 13. Dominion is informed and believes, and thereon alleges, that these requests are
13 made (at least in part) in an attempt to weaponize the defamation campaign being waged against
14 Dominion.

15 **C. Public Records Requests Issued to The County.**

16 14. The RFP indicates that the County will notify Dominion if it receives any CPRA
17 request regarding Dominion’s Proposal.

18 15. In recognition of that obligation, the County has notified Dominion that it recently
19 received six CPRA requests which, read broadly, would encompass a request for Dominion’s
20 Financial Statements and employee PII.

21 16. By example, one of the requests—made by a “sovereign citizen” of “New
22 California”—seeks as follows:

23 [T]he Contract for acquiring the current voting system, the Copy of the contract for
24 subcontractors & vendors supporting the voting system, and **the copy of any bids**
25 **for the voting systems** including the subcontractors/vendors, and the acceptance by
the Board of Supervisors and of the contract for the voting system and supporting
subcontractors/vendors.

26 17. In communications with Dominion’s attorneys, the County indicated its intent to
27 release the Financial Statements in response to the six pending CPRA requests, but agreed to
28 redact employee PII from other documents.

1 **D. The Financial Statements Constitute Trade Secret Information.**

2 18. Dominion is a private corporation which derives economic value from the private
3 nature of the information contained in the Financial Statements. The Financial Statements reveal
4 sensitive information about the present and future state of Dominion’s business, including areas
5 of investment, debt obligations, and level of economic dependence on certain customers and
6 vendors.

7 19. Dominion uses efforts that are reasonable under the circumstances to maintain the
8 secrecy of the information contained in the Financial Statements. Specifically, the information is
9 internally known only by Dominion’s executives, officers, and employees who “need to know”
10 the information to perform their duties, and very few employees have access to the Financial
11 Statements. Those individuals are under direction to maintain the secrecy of the information
12 contained in the Financial Statements.

13 20. Additionally, here, when it became necessary to reveal the information to a third
14 party—the County—Dominion followed the RFP instructions and clearly delineated each page of
15 the Financial Statements as “CONFIDENTIAL AND PROPRIETARY.”

16 **E. The County Was Required to Withhold The Financial Statements From**
17 **Production.**

18 21. The CPRA exempts trade secret information from disclosure in response to public
19 records requests. Govt. Code, § 6254(k); Evid. Code, § 1060.

20 22. The County was obligated to withhold the Financial Statements from production
21 pursuant to the CPRA trade secret exemption.

22 23. Additionally, under Government Code section 6255, public records are exempt
23 from CPRA production if a party can “demonstrate that . . . the public interested served by not
24 disclosing the record clearly outweighs the public interest served by disclosure of the record.”

25 24. These exemptions protect the County’s interests, as well as Dominion’s. The
26 County has an interest in obtaining the best vendor proposals in response to its various requests
27 for proposals, which ensures that the government obtains the best vendors at competitive prices to
28 perform various governmental contracts. Preserving the confidentiality of financial statements

1 allows the County to reap the benefits of such proposals.

2 25. Here, Dominion responded to the RFP, followed the instructions to clearly label
3 the Financial Statements as confidential, and was justified in its belief that the County would hold
4 the Financial Statements in confidence. But the County refuses to do so.

5 26. Releasing Dominion’s Financial Statements after Dominion provided them under
6 confidential terms will have a chilling effect on the willingness of future vendors to submit
7 proposals and other private business information to the County for future government contracts.

8 27. The public interest in not disclosing the Financial Statements is strong: if the
9 County releases the Financial Statements, Dominion and other vendors will be reluctant to
10 provide any confidential information to the County in the future, which will thwart the County’s
11 interest in obtaining such information. By contrast, the public at large has no interest in releasing
12 the Financial Statements to a small group of requesters who may seek to harm Dominion.

13 28. Additionally, under Government Code section 6254(c), the County may exempt
14 “[p]ersonnel, medical, or *similar files*, the disclosure of which would constitute an unwarranted
15 invasion of personal privacy.” Disclosure of such information does not serve any public interest.

16 **FIRST CAUSE OF ACTION**
17 **Writ of Mandate, Govt. Code, § 1085**

18 29. Dominion realleges and incorporates by this reference each of the preceding
19 paragraphs as if fully stated herein.

20 30. A traditional writ of mandate “is the appropriate procedure” to present a Reverse-
21 CPRA action to the court. *Marken v. Santa Monica-Malibu Unified School Dist.* (2012) 202
22 Cal.App.4th 1250, 1266-67,

23 31. The County is in possession of Dominion’s trade secret information—the
24 Financial Statements.

25 32. The County has informed Dominion that it intends to release that information to
26 third parties, despite the fact that the Financial Statements constitute trade secret information and
27 were specifically delineated as “CONFIDENTIAL AND PROPRIETARY” in the Proposal.

28 33. The CPRA exempts trade secret information from disclosure in response to public

1 records requests. Govt. Code, § 6254(k); Evid. Code, § 1060.

2 34. Additionally, as alleged above, the broader public interest in having the Financial
3 Statements withheld clearly outweighs any narrow interest in having the Financial Statements
4 released. Importantly, Dominion does *not* seek to withhold the majority of its documents from
5 production, including information related to Dominion’s voting systems and technology.

6 35. Moreover, Dominion’s privacy rights clearly outweigh any interest the public may
7 have in obtaining the Financial Statements.

8 36. Dominion has a clear, present, and beneficial interest in the non-disclosure of its
9 Financial Statements, and Dominion has no adequate remedy at law for the injuries it will suffer
10 unless the disclosure is prevented by the issuance of a writ of mandate ordering the County not to
11 disclose the Financial Statements.

12 37. Dominion has no plain, speedy, or adequate remedy. Indeed, as recognized in
13 *Marken*, Dominion will have no other avenue for relief, save by petition for writ of mandate.

14 38. There are no administrative remedies available to exhaust, in that the law does not
15 provide Dominion any administrative opportunity to forestall production. The County has
16 declined Dominion’s repeated, well-reasoned entreaties to withhold the Financial Statements
17 from production and therefore litigation constitutes Dominion’s only avenue for relief.

18 **SECOND CAUSE OF ACTION**
19 **Writ of Mandate, Govt. Code, § 1094.5**

20 39. Dominion realleges and incorporates by this reference each of the preceding
21 paragraphs as if fully stated herein.

22 40. The County is in possession of Dominion’s trade secret information—the
23 Financial Statements.

24 41. The County has informed Dominion that it intends to release that information to
25 third parties, despite that the Financial Statements constitute trade secret information and were
26 specifically delineated as “CONFIDENTIAL AND PROPRIETARY” in the Proposal.

27 42. The CPRA exempts trade secret information from disclosure in response to public
28 records requests. Govt. Code, § 6254(k); Evid. Code, § 1060.

1 indeed trade secrets, the County claims it has no legal discretion to withhold the Financial
2 Statements from production and therefore intends to release the Financial Statements.

3 52. A judicial declaration is necessary and appropriate under the circumstances so that
4 all parties may ascertain their rights with respect to one another under the various laws applicable
5 to the CPRA.

6 53. In addition, sufficient grounds exist for the issuance of a temporary restraining
7 order, preliminary injunction, and permanent injunction prohibiting the release of the Financial
8 Statements by the County.

9 54. Dominion will suffer irreparable injury if a temporary restraining order or
10 injunction is not issued to protect its trade secret information.

11 55. There is a real threat of immediate and irreparable injury to Dominion, in that the
12 County has already made the determination to release the Financial Statements. Additionally, the
13 release of the Financial Statements would destroy the trade secret under applicable law.

14 56. For these reasons, Dominion also seeks injunctive relief (beyond just declaratory
15 relief) to enjoin the County and its agents and employees, and all persons acting in concert with
16 them, from producing the Financial Statements to third parties.

17 PRAYER FOR RELIEF

18 WHEREFORE, Dominion prays for the following relief:

19 **On the First and Second Cause of Action:**

20 1. That a writ of mandate be issued ordering respondent County to set aside its
21 decision, and enjoining the County from releasing Dominion's Financial Statements.

22 **On the Third Cause of Action:**

23 2. That the Court issue a declaratory judgment that: (1) Dominion's Financial
24 Statements constitute its trade secrets; (2) that as trade secrets, they are protected from production
25 under the CPRA; (3) that, regardless of whether they are expressly protected from production
26 under the CPRA, Dominion has a right, as the trade secret holder, to prevent the disclosure of its
27 trade secrets; (4) that the public's interest in withholding the Financial Statements outweighs any
28 countervailing interest in their release, thus precluding production under the CRPA; and (5) that

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Dominion’s interest in maintaining its Financial Statements’ confidentiality outweighs any public interest in disclosing those Financial Statements.

3. That this Court grant a permanent injunction, preliminary injunction, and temporary restraining order enjoining the County and its agents and employees from releasing the Financial Statements to any third person.


On All Causes of Action:

4. For costs and attorneys’ fees of the suit; and

5. For such other and further relief as the Court may deem just and proper.

Dated: August 26, 2021

SNELL & WILMER L.L.P.

By: 
Keith M. Gregory
Daniel G. Seabolt

Attorneys for Plaintiff

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VERIFICATION

I, John Poulos, am the Chief Executive Officer of Plaintiff/Petitioner Dominion Voting Systems, Inc., and I am authorized to make this verification. I have read the foregoing VERIFIED COMPLAINT AND PETITION FOR: (1) WRIT OF MANDATE (GOVT. CODE, § 1085); (2) WRIT OF MANDATE (GOVT. CODE, § 1094.5); AND (3) DECLARATORY RELIEF and declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct of my own personal knowledge, except as to those matters which are stated on information and belief, and as to those matters, I believe them to be true.

Dated: 8/26/2021



By: John Poulos