

County Clerk

## **Notice of Claim Under the Texas Deceptive Trade Practices Act**

Dear Sir/Madam,

This letter serves as a formal notice of intent to file a claim against Hart Intercivic under the Texas Deceptive Trade Practices Act (DTPA), Chapter 17 of the Texas Business and Commerce Code. This constitutes the required 60-day written notice of my claim and the beginning of an escalation should this matter remain unresolved.

### **Background and Fiduciary Relationship:**

I am a voter, taxpayer, concerned citizen, and interested person residing in Burnet County, Texas. As such, Burnet County has constitutional, statutory, and fiduciary duties to protect the integrity, accuracy, and reliability of voting systems and equipment presented to me when I vote at a Burnet County polling place. These duties extend to ensuring that election systems are fair, lawful, and protect voter rights, including securing the integrity of ballots. It is critical that Burnet County's actions in this matter are fully aligned with the will and constitutional rights of the people.

By what authority did Texas approve any master agreement that potentially alters suffrage rights without the explicit consent of the rightful owners of suffrage—the people?

My voter and taxpayer claim arises from the fiduciary relationship granted to Texas under the Suffrage Clause of the Constitution. Here, the delegation of authority by the State of Texas to Burnet County for election administration is further delegated to Hart Intercivic through the master agreement approved by the State of Texas. This three-party relationship must prioritize the protection of voter rights and civil rights—an obligation that is nonexistent in the current agreement being presented on behalf of Hart Intercivic to the Burnet County Commissioners Court by the Burnet County Judge and the Burnet County Elections Administrator on March 17, 2025.

### **Factual Background of the Transaction:**

I assert that the Master Agreement, essentially a license and lease contract approved and mandated by the state, is being imposed upon Burnet County in a manner that undermines voter rights. The terms of this agreement are highly adversarial to voters and only favor Hart Intercivic while restricting the State of Texas and the County's fiduciary duty to diligently protect its voters. The contract effectively forces terms that could lead to voter data breaches, the sale of voter data, access by sublicensees to sensitive voter information, destruction of critical election evidence, unfair elections, and

  
the use of inaccurate ballots on plain paper that could be easily purchased at the local Walmart. These outcomes would directly undermine the integrity of the election process and the rights of voters like myself.

If Texas elections are administered by local counties, how can the Master Agreement be mandated and not negotiable?

### **1. Challenge the Contract's Terms Based on Public Policy:**

The terms of this Master Agreement conflict with public policy and constitutional rights and must be challenged. Specifically, I argue that the contract is unconscionable under Texas law because it imposes excessively unfair terms by the State of Texas onto Burnet County and voters. The agreement places the County in a position of compromising voter rights and thus can be challenged as invalid and unenforceable. Attachment A.

### **2. Deceptive Trade Practices Act (DTPA):**

I contend that the Master Agreement is misleading, unfair, and deceptive. Additionally, at least one Hart employee made factually incorrect statements to voters, taxpayers, and interested persons in pursuit of this "sale," some of which were unconscionable actions. This misrepresentation qualifies as a deceptive trade practice under the Texas Deceptive Trade Practices Act (DTPA), Chapter 17 of the Texas Business and Commerce Code. Under the DTPA, businesses that engage in such deceptive practices may be held liable for three times the economic damages, attorney's fees, and court costs. Attachment B.

### **3. Vicarious Liability:**

In addition to the deceptive practices described above, I assert that Hart Intercivic is vicariously liable for the actions of its employees, agents, or representatives who made the misleading statements and engaged in deceptive trade practices as part of their duties with the company. Under the doctrine of vicarious liability, a business can be held responsible for the conduct of its employees or agents when such conduct occurs within the scope of their employment or authority.

Specifically, I believe that one or more employees or agents of Hart Intercivic made misleading statements or engaged in deceptive practices in relation to the sale of voting equipment and the terms of the Master Agreement. These actions were carried out within the scope of their employment or agency relationship with Hart Intercivic.

Therefore, Hart Intercivic should be held vicariously liable for the deceptive practices of its employees and agents under the DTPA. Attachment C.

#### **4. Breach of Fiduciary Duty:**

As a local government entity, Burnet County has an absolute fiduciary duty to protect voter rights and ensure fair, lawful elections. The terms of this Master Agreement put the County in a position where it is unable to adequately protect those rights. In fact, by entering into the Master Agreement, the County waives, modifies, and abdicates its absolute fiduciary duty to protect voters' sacred and constitutional rights of suffrage. Perhaps more alarming is the apparent lack of any attempt by the State of Texas to protect the voter. The State of Texas and the County's roles require them to act in the best interests of its voters, and this contract undermines that duty, potentially harming voter rights and undermining public trust. The failure of the State of Texas and Burnet County to act in voters' best interests and instead enter into such a damaging agreement constitutes a breach of fiduciary duty. Attachment D.

#### **5. Invalidity of Contract Based on Lack of Authority:**

I believe certain provisions of the contract are invalid under Texas law. If the terms violate the Texas Constitution or exceed the legal authority granted to local officials or agencies, they may be rendered unenforceable. A contract that violates constitutional rights or conflicts with public law is void and unenforceable under Texas law. Attachment E.

#### **6. Potential Monopoly in the Texas Voting Machine Market:**

There is a clear monopoly-like situation in the Texas voting machine market, particularly regarding voter-verifiable paper ballots. If only one vendor offers voter-verifiable ballots and another vendor offers only thermal paper barcode summary cards, voter choice is severely restricted. This restriction limits competition, undermines election integrity, and erodes voter confidence. While it may not technically qualify as a monopoly in the strict economic sense, the anti-competitive elements present in this arrangement could be challenged under Texas law. Further scrutiny of the state's election vendor process is necessary to ensure fair competition and access to systems that protect voter rights. Attachment F.

## **7. Demand for Contract Renegotiation or Termination:**

When I successfully prove that the Master Agreement is unconstitutional, unfair, or otherwise adversarial to voter rights, I will demand that the State of Texas and Burnet County immediately seek to renegotiate or terminate the contract with Hart Intercivic. The goal is to bring the County's election process into compliance with the constitutional rights of voters and free it from obligations that are unjust and harmful to the electorate. Attachment G.

## **8. Legal Remedies in Court:**

If this matter is not resolved through negotiation, I will pursue legal remedies through the courts. These remedies may include:

- Invalidating certain provisions of the contract, or the entire contract if it has not yet commenced.
- Declaring the contract unenforceable due to unconscionable terms, or violations of voter rights or constitutional law.
- Awarding damages for harm caused to voters, taxpayers, and the integrity of the election process, including economic damages, mental anguish, and attorney's fees.

## **Intention to File a Lawsuit:**

Consider this letter as formal notice under the Texas Deceptive Trade Practices Act (DTPA). Should this matter remain unresolved within 60 days, I will proceed with filing a lawsuit and seek all available legal remedies. If I prevail, I will be entitled to triple my economic damages, court costs, and attorney's fees under the DTPA.

I prefer an equitable resolution to this matter but am prepared to take all necessary steps, including litigation, to ensure that the rights of voters are fully protected. Please contact me within the next 60 days to discuss a fair settlement.

This letter is being sent via certified mail, return receipt requested, for proof of delivery.

Sincerely,

Patty Cope,  
Private Citizen, Burnet County Voter, Taxpayer, Interested Person  
Efile via Texas Attorney General Deceptive Trade Practices Complaint  
Courtesy FYI: Burnet County Commissioners Court members

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