

No. 05-26-00550-CV

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**In the Fifth District Court of Appeals**

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In Re: Barry Wernick,  
*Relator,*

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Original Proceeding  
Texas Election Code

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**Emergency Petition for Writ of Mandamus and Injunction**

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## IDENTITY OF PARTIES AND COUNSEL

### A. Relator

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### B. Respondents and Real Parties in Interest

**Respondent**

Paul Adams, in his official capacity  
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Counsel for Respondent Adams:

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James R. Palomo  
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**Respondent**

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Dallas County Republican Party  
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unknown

Relator has provided this petition to Respondents and the named counsel identified above.

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## **ATTACHED EVIDENCE**

The evidence provided herein is arranged as an appendix of exhibits. Primary to the evidence are the declarations of Barry Wernick and Stan Woodward (Exhibits 1-A and 1-B, respectively). Besides their support for the facts alleged herein, these declarations authenticate referenced communications and documents concerning the Dallas County Republican Executive Committee and Respondent Paul Adams, the Dallas County Elections Administrator (Exhibits 2 through 7). Several other Dallas County Republican precinct chairs have provided declarations in support of this application (combined as Exhibit 8), gathered together to demonstrate that Relator is not acting alone, but is widely supported by the body of the Dallas County Republican Executive Committee. Lastly, a relevant Secretary of State complaint is attached which led to this petition (attached as Exhibit 9).

Thus, the appendix of exhibits provided as competent evidence includes:

1-A: Declaration of Barry Wernick

1-B: Declaration of Stan Woodward

2: Election Primary Services Contract (“Contract”), December 31, 2025

3: Email chain (March 17–19, 2026) between Relator and Respondent

4: Email chain (March 20, 2026) between County Attorney Palomo and Allen West

5: First Amendment to Primary Election Services Contract (March 18, 2026)

6: September 15, 2025 Resolution to Return to Precinct-based Voting

7: Additional Documents (press release from West, emails with Susan Cumby, emails with Preeti Malladi, article published regarding West, demand for resignation of West, TACEO documents)

8: Additional Declarations

9: Stan Woodward’s Secretary of State Complaint

## STATEMENT OF THE CASE

Relator Barry Wernick is the Republican Nominee for Dallas County Commissioner, District 2, Precinct Chair (#2016) and Chair of the Resolutions Committee of the Dallas County Republican Party County Executive Committee ("CEC"). Relator herein seeks mandamus relief to compel Respondent Paul Adams, Election Administrator of Dallas County, to conduct the May 26, 2026 Republican Primary Runoff Election using precinct-based, Election Day voting, as required by the December 31, 2025, Election Services Contract executed between the CEC and the Dallas County Elections Department, and to disregard the purported First Amendment to that Contract signed without authorization by the CEC's former chair, Allen West, before he resigned.

On September 15, 2025, the CEC voted to require precinct-based voting for the 2026 Republican Primary Election Day and any subsequent runoff. That vote was memorialized in the December 31, 2025 Election Services Contract. Though the CEC has never voted to amend its position to require precinct-based voting, Allen West and Respondent Paul Adams signed a purported First Amendment to the Contract which changed the upcoming runoff election from precinct voting to countywide voting. Despite multiple notices to Adams that West did not have authority to make that change, Adams publicly confirmed his intent to proceed under that unauthorized amendment on April 7, 2026.

The May 26, 2026 Runoff is imminent. Without this Court's intervention, Republican voters in Dallas County will be required to vote under a system imposed without lawful authority, in violation of the CEC's binding directive and the Texas Election Code.

There is no adequate remedy at law. The election will occur in a matter of weeks. Relator therefore asks this Court for a writ of mandamus directing Adams to conduct the Runoff under the December 31, 2025 Contract's precinct-based system, and for an immediate injunction restraining Adams from the countywide voting provisions of the unauthorized First Amendment.

## STATEMENT OF JURISDICTION

### **Texas Rule of Appellate Procedure 52.1 – Mandamus lies in the Courts of Appeal**

An original appellate proceeding seeking extraordinary relief—such as a writ of mandamus, prohibition, or injunction—is commenced by filing a petition with the clerk of the appropriate appellate court. TRAP 52.8 governs the Court's action on the petition.

### **Texas Election Code § 31.093(c) – Duty to Contract**

On request of the county chair of a political party holding a primary election in the county, the county election officer shall contract with the county executive committee of the party to perform election services, as provided by this subchapter, in the party's general primary election and runoff primary election in accordance with a cost schedule agreed on by the contracting parties.

### **Texas Election Code § 273.061 – Election Code authorizes Mandamus**

The Texas Legislature authorized courts to issue a writ of mandamus to compel performance of any duty imposed by law in connection with the holding of an election or a political party convention, regardless of whether the responsible person is a public officer.

## **ISSUES PRESENTED**

1. Has Respondent Paul Adams clearly abused his discretion by committing to implement the purported First Amendment to the Election Services Contract when the amendment was executed without authorization and explicitly contrary to the expressed instruction of the Dallas County Republican Party County Executive Committee, which is the statutory authority regarding such contracts?

2. Is a contract amendment signed by a party chair without authorization from the party's governing body void ab initio under Texas law, such that the Respondent Paul Adams, Election Administrator of Dallas County, has no legal authority to implement it?

## STATEMENT OF FACTS

### **A. Background of the 2026 Republican Primary and the CEC's Voting Method Vote**

Relator Barry Wernick is a Dallas County Precinct Chair (#2016), Chair of the Resolutions Committee of the Dallas County Republican Party County Executive Committee ("CEC"), and the Republican Nominee for Dallas County Commissioner, District 2.

As a Precinct Chair, Relator is a voting member of the CEC. (Exh. 1-A.) On September 15, 2025, he and the rest of the CEC voted to require precinct-based voting for the 2026 Republican Primary Election Day and any subsequent runoff. (Exh. 1, 6.)

On December 31, 2025, the CEC and the Dallas County Elections Department executed an Election Services Contract memorializing the CEC's directive, requiring Dallas County to conduct the election using precinct-based Election Day voting for both the March 3, 2026 Primary and May 26, 2026 Runoff. (Exh. 1, 2.) The CEC has not voted to amend or rescind that Contract. (Exh. 1.)

On March 18, 2026, West signed the First Amendment to the Primary Election Services Contract to establish county-wide voting, though the CEC provided no authorization for him to sign that amendment, and it directly contradicted the authority given to him by the CEC regarding the election process. (Exh. 1, 5, 6.)<sup>1</sup>

### **B. Notice That Chairman West Lacked Authority to Amend the Contract**

On March 17, 2026, Precinct Chair Stan Woodward emailed Respondent Paul Adams, the Dallas County Election Administrator, notifying him that DCRP Chairman Allen West lacked authority to amend the December 31, 2025 Contract. Woodward copied Relator in his capacity as Resolutions Committee Chair. (Exh. 1-B, Exh. 3.)

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<sup>1</sup> Prior to the March 3, 2026 Primary Election, the Texas Association of County Election Officials ("TACEO") warned the Secretary of State and the Dallas County Elections Department in writing that the countywide Vote Center model and the TEAM software had numerous known defects that might cause widespread voter confusion and send voters to incorrect polling locations. True copies of the TACEO letters are attached in Exhibit 7. Respondent is likely to justify his actions based on this warning.

On March 18, 2026, Relator replied to Woodward's email, with Respondent Adams still on the email chain, and confirmed that the CEC had not authorized any amendment to the Contract, stating, "As Precinct Chair (2016) and Resolutions Committee Chair, I can confirm what Stan has stated in the email below. We have not brought a resolution to amend the existing contract to the CEC for a vote." (Exh. 1-B, Exh. 3.)

On March 19, 2026, Woodward sent a follow-up email adding Chairman Allen West and Dallas County's Attorney James R. Palomo to the email chain, which included Relator's March 18 confirmation. (Exh. 1-B; Exh. 3.)

On March 20, 2026, County Attorney Palomo asked by email whether the Dallas County Republican Party had legal counsel. Woodward replied that it did not. Chairman West then responded: "DCRP has no legal counsel in regards to the matter of this amendment. My signature is final." (Exh. 4) This exchange placed Adams and Palomo on clear and repeated documented notice that West asserted unilateral authority that the CEC had never granted him.

On March 30, 2026, Susan Cumby, Co-Chair of the Election Oversight Committee, confirmed by email that Dr. Preeti Malladi's team was using polling locations provided by the Dallas County Elections Department consistent with a countywide rather than precinct-based system, and thus inconsistent with the December 31, 2025 Contract. (Exh. 7-D.)

On April 10, 2026, Stan Woodward submitted a complaint regarding these matters to the Texas Secretary of State which is attached as Exh. 9.

**C. Respondent Adams Confirms Intent to Proceed Under Unauthorized Amendment**

On April 7, 2026, during the Dallas County Commissioners Court meeting (publicly archived at <https://dallascounty.civicweb.net/document/1047442/?splitscreen=true> and <https://www.youtube.com/watch?v=spCKmtD2Jb8&t=10028s> starting at 2:37:59), Election Administrator Paul Adams stated that he had a signed contract with the Republican Party and

intended to move forward with the planned runoff under that contract. Adams did not address the notices he had received regarding Chairman West's lack of authority. (Exh. 1.)

The CEC never authorized this change. (Exh. 1). The May 26, 2026 Runoff is imminent, and without court intervention, Republican voters will be required to vote under the countywide system implemented through the unauthorized First Amendment. (Exh. 1-A.)

## **ARGUMENTS AND AUTHORITIES**

### **A. Standard for Mandamus Relief**

Mandamus relief is appropriate when (1) the trial court or respondent clearly abused its discretion, and (2) the relator has no adequate remedy at law. *In re Prudential Ins. Co. of Am.*, 148 S.W.3d 124, 135–36 (Tex. 2004); *Walker v. Packer*, 827 S.W.2d 833, 839–40 (Tex. 1992). A clear abuse of discretion occurs when a respondent acts arbitrarily, unreasonably, or without reference to guiding legal principles, or when the respondent fails to perform a ministerial act required by law. *Walker*, 827 S.W.2d at 839. Both elements are satisfied here.

### **B. Respondent Adams Has a Clear Legal Duty to Comply with the Original Contract**

The Texas Election Code establishes that political parties have authority over the conduct of their own primary elections, including the voting method employed. Tex. Elec. Code § 43.007 (governing countywide voting adopted by county election authority in conjunction with the political party); § 43.031; § 271.002. The CEC is the governing body of the Dallas County Republican Party and, on September 15, 2025, it voted to require precinct-based voting. The December 31, 2025 Election Services Contract codified that mandate and bound Respondent Adams to implement it. Exhibit 2.

Adams's duty to perform in conformity with the Contract is not discretionary—it is a ministerial obligation arising from his execution of that agreement. Where a public official's duty is plainly prescribed by law or contract, mandamus aims to compel performance. The CEC's

contractual directive is such a prescription. Adams's intention to implement the unauthorized First Amendment instead is a refusal to perform a clear legal duty.

**C. Chairman West lacked authority to execute the First Amendment**

The CEC, and not its chair, is the governing body of the Dallas County Republican Party with authority over primary election administration. The CEC never delegated to Chairman West the authority to unilaterally amend the December 31, 2025 Election Services Contract. No CEC vote was held to authorize any amendment; no resolution was even presented. (Exh. 1.)

Multiple precinct chairs, including Relator, provided written notice of this fact directly to Respondent Adams on March 17–18, 2026, before Adams committed to implementing the amendment. Dallas County Attorney Palomo was similarly noticed. Despite knowing that the signatory lacked authority, Respondent Adams announced on April 7, 2026 that he would proceed under the unauthorized amendment. That decision is not a reasonable exercise of discretion, but a knowing departure from Adams's contractual and statutory obligations, made in the face of clear, documented, unrefuted notice of the defect in the amendment's execution.

**D. The Unauthorized Amendment Is Void Ab Initio**

An act taken without legal authority is void from its inception. *See In re Southwestern Bell Tel. Co.*, 35 S.W.3d 602, 605 (Tex. 2000). Chairman West's execution of the First Amendment without CEC authorization renders it void ab initio. It has no legal effect and cannot bind the CEC, the Dallas County Elections Department, or Respondents. The apparent authority of an agent to bind his principal can only be claimed due to the behavior of his principal. The law does not presume agency, and in determining whether apparent authority exists, it is the acts of the principal which would lead a reasonably prudent person using diligence and discretion to suppose the agent had the authority to act on behalf of the principal. *Huynh v. Nguyen*, 180 S.W.3d 608, 622-23 (Tex. App.—Houston [14th Dist.] 2005, no pet.).

In this case, Respondent Adams has been fully aware of the limitations on the authority of West since the dispute began. And even now, after West resigned from his position rather than face his constituents on this matter, Respondent Adams continues to pretend that the unauthorized amendment is valid.

Because the amendment is void, Adams's duty remains what it was under the December 31, 2025 Contract: administer the May 26, 2026 Runoff using precinct-based voting.

Following the resignation of West, the CEC is temporarily without a chair. Without a legal representative, Relator is asking the Court to issue mandamus to the CEC's secretary, Susan Cumby, who also serves as a co-chair on the CEC's Election Oversight Committee, instructing her to give legal notice to Respondent that the unauthorized amendment is not binding, and for whoever steps into the role of the Dallas Chair of the CEC to be instructed to refrain from binding the CEC without authorization.

#### **E. Relator Has No Adequate Remedy at Law**

The adequacy of an appellate remedy is measured by the degree to which it is a 'clear and adequate' alternative to mandamus. *In re Prudential*, 148 S.W.3d at 136. No adequate legal remedy exists here. Further, because the unauthorized amendment is void, Relator does not need to show that he does not have an adequate remedy. *See In re Southwestern Bell Tel. Co.*, 35 S.W.3d at 605. The May 26, 2026 Runoff Election is weeks away. Election preparations—polling place assignments, voter notification materials, ballot logistics, and election worker deployment—are actively proceeding under the unauthorized countywide system. Exh. 1. Each day that passes makes reverting to the precinct-based system more logistically difficult.

An appeal after the election would be meaningless and is not possible. The CEC has the duty and authority to determine how its elections are held. The chair had no authority to usurp that

authority, and Respondent Paul Adams had no authority to ignore the principal's stated authority in favor of its previous agent. The harm is irreversible. Mandamus is the only adequate remedy.

**F. An Injunction Is Necessary to Preserve the Status Quo**

The Texas Election Code and this Court's equitable powers authorize injunctive relief to preserve the integrity of a pending election. See Tex. Elec. Code § 273.061. Every day that Respondent Adams proceeds to implement the countywide-voting system under the unauthorized First Amendment, coordinating with vendors, notifying voters, deploying resources, makes the precinct-based system required by the December 31, 2025 Contract harder to restore.

Relator asks this Court to immediately enjoin Adams from taking any further steps to implement the countywide-voting provisions of the purported First Amendment, pending resolution of this mandamus petition, and to maintain and ensure that he can change the conduct of the election to precinct voting on Election Day, pending this Court's adjudication of the dispute.

**PRAYER**

Relator prays this Court GRANT his application for Writ of Mandamus and: (a) order Respondent Paul Adams to conduct the May 26, 2026 Republican Primary Runoff Election using precinct-based, Election Day voting as required by the December 31, 2025 Election Services Contract; (b) declare the purported First Amendment to the December 31, 2025 Contract, signed without CEC authorization by Chairman Allen West, void and of no legal effect; (c) direct Respondent Adams to disregard and refuse to implement any provisions of the unauthorized First Amendment; (d) instruct Respondent Susan Cumby to give notice to the CEC and all vendors that only the December 31, 2025 contract is binding and the later amendment is void; and (e) grant any other relief necessary to ensure that the May 26, 2026 Runoff is conducted in conformity with the CEC's governing directive and the Texas Election Code.

Relator further asks this Court for an immediate injunction restraining Respondent Adams from taking any further steps to implement the countywide-voting provisions of the purported First Amendment to the December 31, 2025 Election Services Contract, pending resolution of this mandamus petition.

Relator prays for any other and further relief, general or special, in law or in equity, to which he may show himself to be justly entitled.

Respectfully submitted,  
NORRED LAW, PLLC

By: /s/Warren V. Norred  
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**ATTORNEYS FOR RELATOR**

## CERTIFICATIONS

### **Certificate of Compliance with Rule 52.3(j)**

Pursuant to Tex. R. App. Pro. 52.3(j), I certify that I have reviewed this Petition and concluded that every factual statement in the Petition is supported by competent evidence included in the Mandamus Record submitted with the appendix concurrently filed.

/s/Warren V. Norred  
Warren V. Norred

### **Certificate of Service**

In accordance with Tex. R. App. Pro. 9.5(e), the undersigned hereby certifies that a true and correct copy of the foregoing Emergency Petition for Writ of Mandamus and Injunction has been served by e-service on this 17<sup>th</sup> day of April, 2026, to Respondents at the addresses indicated on page 2 of this petition.

/s/Warren V. Norred  
Warren V. Norred

### **Certificate of Compliance with Rule 9.4(i)**

The undersigned hereby certifies that, pursuant to Tex. R. App. Pro. 9.4(i)(2)(D), The undersigned hereby certifies that, pursuant to Tex. R. App. Pro. 9.4(i)(2)(D), The undersigned hereby certifies that, pursuant to Tex. R. App. Pro. 9.4(i)(2)(D), the number of words in this document is 1932 and does not exceed the applicable limit, based upon the word count function of MS Word.

/s/Warren V. Norred  
Warren V. Norred

No. \_\_\_\_\_

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**In the Fifth District Court of Appeals**

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In Re: Barry Wernick,  
*Relator,*

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Original Proceeding  
Texas Election Code

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**APPENDIX**

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<u>Exh.</u>	<u>Description</u>
1-A	Declaration of Barry Wernick
1-B	Declaration of Stan Woodward
2	Election Primary Services Contract (“Contract”), December 31, 2025
3	Email chain (March 17–19, 2026) among Precinct Chair Stan Woodward, Election Administrator Paul Adams, and Relator Barry Wernick
4	Email chain (March 20, 2026) including County Attorney Palomo's inquiry and West's Response
5	First Amendment to Primary Election Services Contract, March 18, 2026 (Unauthorized Amendment).
6	September 15, 2025 Resolution to Return to Precinct-Based Voting
7	Other Background Evidence (press release from West, emails with Susan Cumby, emails with Preeti Malladi, article published regarding West, demand for resignation of West, TACEO documents)
8	Additional Supporting Declarations (31 in total, mostly Dallas County Precinct Chairs)
9	Stan Woodward's Secretary of State Complaint

### **Declaration of Barry Wernick Supporting Mandamus**

My name is Barry Wernick. My date of birth is December 30, 1970. My address is 6544 Dykes Way, Dallas, TX 75230-1930. I declare under penalty of perjury under the laws of the State of Texas that the following is true and correct, based on my personal knowledge:

1. I am a resident of Dallas County, Texas. I serve as Precinct Chair #2016, Chair of the Resolutions Committee of the Dallas County Republican Party (DCRP) County Executive Committee (CEC), and the Republican Nominee for Dallas County Commissioner, District 2. As a Precinct Chair, I am a voting member of the CEC.
2. On September 15, 2025, I was present when the CEC voted to require precinct-based voting for the 2026 Republican Primary Election Day and any subsequent runoff.
3. On December 31, 2025, the CEC and the Dallas County Elections Department (DCED) executed an Election Services Contract that required precinct-based Election Day voting for the March 3, 2026 Primary and the May 26, 2026 Runoff. A true and correct copy of that contract is attached as Exhibit 2.
4. The CEC has never voted to amend or rescind the December 31, 2025 Election Services Contract.
5. On March 17, 2026, Precinct Chair Stan Woodward sent an email to Dallas County Election Administrator Paul Adams notifying him that Chairman Allen West lacked authority to amend the December 31, 2025 Contract. Stan Woodward copied me on that email in my capacity as Resolutions Committee Chair. A true copy is attached as part of Exhibit 3.
6. On the morning of March 18, 2026, I replied to Stan Woodward's March 17 email, which included Paul Adams. In my reply I stated:

“As Precinct Chair (2016) and Resolutions Committee Chair, I can confirm what Stan has stated in the email below. We have not brought a resolution to amend the existing contract to the CEC for a vote.”

A true copy of my March 18 reply is attached as part of Exhibit 3.

7. On March 19, 2026, Stan Woodward sent a follow-up email adding Chairman Allen West and Dallas County Attorney James R. Palomo to the chain. This follow-up email included my March 18th confirmation reply. A true copy of the full email chain is attached as part of 3.

8. On March 20, 2026, in reply to the March 19th email, County Attorney James R. Palomo asked whether the DCRP had legal counsel. Stan Woodward replied that the Party did not have legal counsel regarding this matter. Chairman Allen West then replied by email: “DCRP has no legal counsel in regards to the matter of this amendment. My signature is final.” A true copy of that email chain is attached as part of Exhibit 4.

9. On March 30, 2026, Susan Cumby (DCRP Secretary and Co-Chair of the CEC’s Election Oversight Committee) sent an email confirming that Dr. Preeti Malladi had forwarded information showing that her team was using polling locations provided by the Dallas County Elections Department (DCED). A true copy is attached as part of Exhibit 7.

10. On April 7, 2026, I watched the livestream video of the Dallas County Commissioners Court meeting, which is publicly archived on the Dallas County website at <https://dallascounty.civicweb.net/document/1047442/>. (This link remains valid as of April 17, 2026.) During that meeting, Election Administrator Paul Adams stated that he had a signed contract with the Republican Party and that there is not enough time before runoff voting begins to change the contract again and that he intended to move forward with the planned runoff election under that contract. Adams did not address the prior challenges to West’s authority to execute the amendment.

11. I anticipate in the Dallas County Elections Administrator Paul Adam’s response he will claim again that there will not be enough time to follow the terms of the valid agreement of December 31, 2026. But prior to the March 3, 2026 Primary Election, the Texas Association of County Election Officials (TACEO) sent written warnings to the Texas Secretary of State (SOS) and the DCED regarding known defects in the TEAM software that would cause voter confusion and direct voters to incorrect polling locations. True copies of the TACEO letters are attached together as Exhibit 7E.

12. The DCRP provided accurate polling location data to the DCED. But the DCED and the SOS chose to disregard the DCRP data and proceeded with the TEAM software despite the TACEO warnings. Those TEAM defects directed voters to the wrong polling places during the March 3, 2026 Primary. The DCRP website

reflecting the DCRP data provided to the DCED, however, accurately directed voters to their proper assigned polling locations.

13. On April 7, 2026, the Dallas Morning News published an article in which Chairman Allen West stated that he switched to countywide voting to protect the party from potential litigation alleging “willful and intentional voter disenfranchisement.” A true copy of the article is attached in Exhibit 7.

14. The CEC never authorized Chairman Allen West to sign any First Amendment or other modification to the December 31, 2025 Election Services Contract. The email communications in March 2026, including my confirmation on March 18, 2026, placed Dallas County Election Administrator Paul Adams, Dallas County Attorney James R. Palomo, and Chairman Allen West on clear, repeated notice that Chairman West lacked authority to sign any such amendment on behalf of the CEC. As a member of the Texas bar and based on my legal training, Allen West’s attempt to revise the Contract is without authority and void ab initio.

15. Despite the notices described above, Chairman Allen West signed the First Amendment (“Unauthorized Amendment”) to the Contract.

16. The May 26, 2026 Primary Runoff Election is imminent. Without court intervention, Republican voters will be required to vote under the countywide system implemented through the disputed First Amendment.

17. I have read the Petition for Writ of Mandamus to which this declaration is attached. The facts stated in the Petition are true and correct.

18. The exhibits referenced in this Declaration are true and correct copies of documents I received or observed in the ordinary course of my duties as Resolutions Committee Chair and Precinct Chair. I maintained these records in my possession.

19. In drafting this declaration, I have referenced exhibits. These referenced exhibits are attached to the appendix compiled in support of the application for writ of mandamus to which it is attached, along with this declaration. These exhibits are all business records of mine, collected and made contemporaneous with the events herein described as they occurred, and kept in my possession as a records keeper for my work as a precinct chair and political activist. These records include:

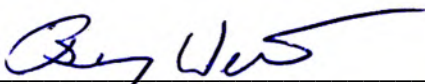
Exh. 2: Election Primary Services Contract (“Contract”), December 31, 2025

Exh. 3: Email chain (March 17–19, 2026) among Precinct Chair Stan Woodward, Election Administrator Paul Adams, and Relator Barry Wernick

- Exh. 4: Email chain (March 20, 2026) including County Attorney James R. Palomo's inquiry and West's Response
- Exh. 5: First Amendment to Primary Election Services Contract dated March 18, 2026 (Unauthorized Amendment).
- Exh. 6: September 15, 2025 Resolution to Return to Precinct-based Voting
- Exh. 7: Other background evidence (press release from West, emails with Susan Cumby, emails with Pretti Malladi, article published regarding West, demand for resignation of West, and TACEO letters).

20. I write this declaration in support of the application for mandamus to which it is attached.

Executed in Dallas County on April 17, 2026,

  
\_\_\_\_\_  
Barry Wernick

## **Declaration of Stan Woodward Supporting Mandamus**

My name is Stan Woodward, my date of birth is 7/11/61 and my address is 10010 Hollow Way Road, Dallas, TX 75229. I declare under penalty of perjury that the following is true and correct, based on my personal knowledge.

1. I am a resident of Dallas County, Texas, and serve as Precinct Chair #2008 and former Chair of the Hand Count Task Force. As a Republican Precinct Chair, I am a voting member of the Dallas County Republican Party County Executive Committee (CEC).
2. On September 15, 2025, I was present when the CEC overwhelmingly voted to require precinct-based voting for the 2026 Republican Primary Election Day and any subsequent Runoff Election Day, consistent with Tex. Elec. Code § 42.0051.
3. On December 31, 2025, the CEC and the Dallas County Elections Department executed the Election Services Contract requiring precinct-based Election Day voting for both the March 3, 2026 Primary and the May 26, 2026 Runoff (“Contract”). A true and correct copy of the Contract is attached as Exhibit 2.
4. On March 16, 2026, The CEC held a regular meeting but did not discuss, debate, or move to amend or rescind the Contract.
5. On March 17, 2026 Chairman Allen West released a public press statement announcing that he alone planned to change to countywide voting for the Runoff and intent to immediately sign an Amended Agreement. A true and correct copy of that contract is attached in Exhibit 7.
6. On March 17, 2026, I personally notified the Election Administrator (“EA”) at Dallas County Elections Department, and copied Barry Wernick, chair of our Resolutions Committee, that Chairman West lacked authority to amend the Contract. True copies of those emails are attached as Exhibit 3.
7. On March 19, 2026, I attempted to follow up with the EA by email, copying County Attorney James R. Palomo and Chairman Allen West, stating that I had not received any word back and restating that Chairman West lacked authority to amend the Contract. True copies of those emails are attached as Exhibit 4.
8. On March 20, 2026, Chairman West stated in an email which copied me, “DCRP has no legal counsel in regards to the matter of this amendment. My signature is final.” A true copy of that email is attached as Exhibit 4.

9. On March 30, 2026, Susan Cumby (Co-Chair of the Election Oversight Committee) confirmed in writing by email that I received that her team was using polling locations provided by the election department, which appears to directly contradict the CEC resolution and the existing Contract. A true copy of that email is attached in Exhibit 7.

10. On April 6, 2026, I was able to see a fully executed contract amendment which purports to revise the Contract, though the CEC had not authorized such revisions (“Unauthorized Amendment”). The Unauthorized Amendment was signed by Chairman West and EA Paul Adams and dated March 18, 2026. A true copy of the Unauthorized Amendment is attached as Exhibit 5.

11. On April 7, 2026, during Dallas County Commissioners Court, EA Paul Adams was asked by Commissioner Price what was going on with the Republicans. Adams stated, “I have a signed contract.” He did not address what would happen if the Unauthorized Amendment was rescinded, saying, “What happened in the last election is proof that we do not want any last-minute changes.” At no point did Adams address the dispute regarding the Unauthorized Amendment, or in any way indicate that anyone was challenging the Unauthorized Amendment.

12. In a Dallas Morning News article published April 7, 2026, Chairman West publicly stated that he switched to countywide voting “to protect the party from potential litigation that may allege ‘willful and intentional voter disenfranchisement.’” To my knowledge, there was or is no outstanding litigation pending from any party related to March 3, 2026 Election Day Primary. A true copy of the article is attached as part of Exhibit 7.

13. On April 10, 2026 I submitted a complaint to the Secretary of State. Exhibit 9.

14. The May 26, 2026 Primary Runoff Election is imminent. Without immediate relief from this Court, Republican voters will be forced to vote under an unlawful countywide system, causing irreparable harm that cannot be remedied after the election.

15. I anticipate in the Dallas County Elections Administrator Paul Adam’s response he will claim again that there will not be enough time to follow the terms of the valid agreement of December 31, 2026. But prior to the March 3, 2026 Primary Election, the Texas Association of County Election Officials (TACEO) sent written warnings to the Texas Secretary of State (SOS) and the DCED regarding known defects in the TEAM software that would cause voter confusion and direct

voters to incorrect polling locations. True copies of the TACEO letters are attached as Exhibits 7-E. The DCRP provided accurate polling location data to the DCED. But the DCED and the SOS chose to disregard the DCRP data and proceeded with the TEAM software despite the TACEO warnings. Those TEAM defects directed voters to the wrong polling places during the March 3, 2026 Primary. The DCRP website reflecting the DCRP data provided to the DCED, however, accurately directed voters to their proper assigned polling locations.

16. I have read the Petition for Writ of Mandamus and the facts stated therein are true and correct to the best of my knowledge.

17. In drafting this declaration, I have referenced exhibits. These referenced exhibits are attached to the appendix compiled in support of the application for writ of mandamus to which it is attached, along with this declaration. These exhibits are all business records of mine, collected and made contemporaneous with the events herein described as they occurred, and kept in my possession as a records keeper for my work as a precinct chair and political activist. These records include:

Exh. 2: Election Primary Services Contract (“Contract”), December 31, 2025

Exh. 3: Email chain (March 17–19, 2026) among Precinct Chair Stan Woodward, Election Administrator Paul Adams, and Relator Barry Wernick

Exh. 4: Email chain (March 20, 2026) including County Attorney James R. Palomo's inquiry and West's Response

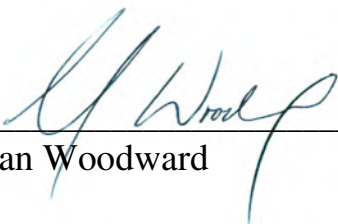
Exh. 5: First Amendment to Primary Election Services Contract dated March 18, 2026 (Unauthorized Amendment).

Exh. 6: September 15, 2025 Resolution to Return to Precinct-based Voting

Exh. 7: Other background evidence (press release from West, emails with Susan Cumby, emails with Pretti Malladi, article published regarding West, demand for resignation of West, TACEO letters)

Exh. 9: Secretary of State Complaint filed by Woodward.

Executed in Dallas County on April 16, 2026,

  
\_\_\_\_\_  
Stan Woodward

**MARCH 3, 2026, PRIMARY ELECTION SERVICES  
CONTRACT WITH THE DALLAS COUNTY  
ELECTIONS ADMINISTRATOR**

**THIS ELECTION SERVICES CONTRACT (“Contract”)** is made and entered into this 31st day of December 2025, by and between the Dallas County Republican Party, acting by and through the Chair of its County Executive Committee, Allen West (Collectively, “DCRP”), and Paul Adams, the Dallas County Elections Administrator hereinafter referred to as the “Contracting Officer,” under the authority of Texas Election Code, Section 31.093(c), and relating to the conduct and supervision of the Dallas County Republican Party Primary Election on Tuesday, March 3, 2026 (hereinafter referred to as the “Election”), and the Dallas County Republican Party Runoff Primary Election, if necessary, on Tuesday, May 26, 2026 (hereinafter referred to as the “Runoff Election”).

**RECITALS**

**WHEREAS**, the DCRP acknowledges its Primary will be conducted as a separate Primary Election; and

**WHEREAS**, the DCRP acknowledges that pursuant to Section 42.002(a)(3) of the Texas Election Code, their 2026 Primary Election will be conducted using Dallas County election precinct-based voting on Election Day; and

**NOW THEREFORE**, this Contract is entered into for and in consideration of the mutual covenants and promises hereinafter set out, and for the purpose of ensuring that the Contracting Officer and the DCRP understand the tasks each is to perform in connection with the Election and the Runoff Election.

**1. Duties and Services of the Contracting Officer.** The Contracting Officer shall be responsible for performing the following duties and furnishing the following services and equipment in connection with the Election and the Runoff Election. Pursuant to Chapter 173 of the Texas Election Code, election services, equipment, and materials ordered from a Texas-certified voting system vendor shall be reported to the Office of the Secretary of State (“SOS”) by the vendor and the SOS shall pay the vendor directly. Election services, equipment, and materials described in this Contract provided by the Contracting Officer shall be reported to the SOS via the SOS-prescribed primary finance system by the Contracting Officer and the SOS shall pay the Contracting Officer directly. Any statutory duties required of the Contracting Officer shall be a cost born by Dallas

County. Costs not payable with state- appropriated primary funds, including candidate filing fees, shall be paid from non-state funded sources.

- 1.1 The Contracting Officer shall promptly, after being advised by the DCRP of the designated polling locations, contact the owners or custodians of the designated polling locations and arrange for their use in the Election and Runoff Election. If a polling location is to be shared by the both the Dallas County Republican Party and the Dallas County Democratic Party, then the Contracting Officer will at his sole discretion set reasonable expectations for shared use of the polling location. If a polling location designated by the DCRP cannot be utilized, the Contracting Officer will in good faith aid DCRP in identifying and securing an alternate location.
- 1.2 As requested by the DCRP, the Contracting Officer shall assist in the general overall supervision of the Election and the Runoff Election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the DCRP who are responsible for holding the Election and the Runoff Election.
- 1.3 In accordance with Section 172.1112, Texas Election Code, the Contracting Officer shall post a notice of the Election (and of any runoff election) and a notice of consolidated precincts, if applicable, on the county's Internet website. The notice must contain the information set forth in Section 4.004, Texas Election Code and be posted within the time frame set forth in Section 4.003(b), Texas Election Code.
- 1.4 The Contracting Officer shall arrange for the programming of the ballot for early voting and Election Day.
- 1.5 The Contracting Officer shall obtain voter registration lists from the voter registrar to be used during early voting and on Election Day.
- 1.6 The Contracting Officer shall provide mandatory training classes for election judges and clerks in accordance with Texas Administrative Code Title I, Part 4, Subch. F Sections 81.120(a) & 81.121(c). Subject to approval by the Dallas County Commissioners Court Election judges or clerks will be paid for attending such training classes at the supplemental rate as defined herein. If not approved by the Dallas County Commissioners Court, then election judges and clerks will not be paid for training.
- 1.7 The Contracting Officer shall arrange for the payment of election judges at a rate of \$24.22 per hour and clerks at a rate of \$18.24 per hour for services and duties performed from two hours before the polls open until two hours after the later of the polls closing or the last voter has voted on Election Day and subject to the SOS reimbursement of \$12 per hour for election judges and clerks ("supplemental rate"). Payment of the supplemental rate is subject to approval by the Dallas County Commissioners Court. If the supplemental rate is not approved by the Dallas County Commissioners Court, then the election judges and clerks will be paid the SOS reimbursement rate of \$12 per hour ("regular rate"). Further, the Contracting Officer shall arrange for the payment of election judges at a rate of \$24.22 per hour and clerks at a rate of \$18.24 per hour for services and duties performed for the early voting ballot board or for the Central Counting Station subject to the SOS reimbursement of

\$12 per hour for election judges and clerks (“supplemental rate 2”). Payment of the supplemental rate 2 is subject to approval by the Dallas County Commissioners Court. If the supplemental rate 2 is not approved by the Dallas County Commissioners Court, then the election judges and clerks working for the early voting ballot board or for the Central Counting Station will be paid the SOS reimbursement rate of \$12 per hour (“regular rate 2”). The supplemental rate, supplemental rate 2, regular rate, and regular rate 2 will not be paid for any election clerks that are over the prescribed limits set by the SOS in accordance with Section 173.008(a), Texas Election Code. Any hours worked by an election judge or clerk outside of the supplemental rate window will be paid at the regular rate subject to SOS reimbursement. If an election worker elects to donate his or her compensation to the DCRP, signed documentation referencing that fact, by the election worker and DCRP chair, must be placed in the primary records and provided to the Contracting Officer. In the event that the Dallas County Commissioners Court does not approve the above proposed supplemental rates but approves a different supplemental rate, then the Contracting Officer will pay the rate approved by the Dallas County Commissioners Court subject to the SOS reimbursement of \$12 per hour.

- 1.8 The Contracting Officer shall hire, train, and assign not less than forty-five (45) and not more than fifty (50) County Inspectors to a route of polling locations for the purpose of monitoring and providing supervision of activities at polling locations on Election Day. The DCRP and the Dallas County Democratic Party shall each be responsible for 50% of the total cost of County Inspectors.
- 1.9 The Contracting Officer shall hire, train, and assign not less than twenty-six (26) and not more than thirty (30) Election Technicians to be deployed to polling locations to troubleshoot election equipment issues at polling locations on Election Day. The DCRP and the Dallas County Democratic Party shall be responsible for 50% of the total cost of Election Technicians.
- 1.10 The Contracting Officer shall procure and distribute all the necessary supplies to conduct the separate primary election using the County’s voting system, including, without limitation, serialized pre-numbered (all numbers no letters) sequential ballots, signage, office supplies, tables, and chairs to be used at polling locations.
- 1.11 The Contracting Officer shall procure all necessary electronic poll books with current voter registration lists, wireless routers, and voting machines, as well as, separate DS200 tabulators for the DCRP Primary and prepare them for use and transport them to all early voting and Election Day polling locations.
- 1.12 The Contracting Officer shall post on the county’s internet website and arrange to have published the legal notice of the first test of the electronic tabulating equipment as provided in Section 127.096, Texas Election Code, and/or the legal notice of the logic and accuracy test of the voting machines as provided in Section 129.023(b), Texas Election Code, as applicable, and conduct all required tests of the electronic tabulating equipment under Sections 127.096-127.098, Texas Election Code, or the voting system that uses electronic voting systems under 129.021- 129.023, Texas Election Code, or the voting system that uses

- other electronic voting systems in accordance with advisories issued by the SOS, respectively.
- 1.13 The Contracting Officer shall arrange for the use of separate DS 200 tabulators for the DCRP and Dallas County Democratic Party at all early vote and Election day polling locations. To the extent possible, the Contracting Officer will ensure that Central Count processes including handling and uploading of the USB drives are separate from the Dallas County Democratic Party.
  - 1.14 The Contracting Officer shall prepare the unofficial tabulation of election results on election night in accordance with Section 172.113, Texas Election Code.
  - 1.15 The Contracting Officer shall submit Election Night Returns ("ENR") electronically to the SOS in the form requested by the SOS in accordance with Chapter 68, Texas Election Code.
  - 1.16 The Contracting Officer shall prepare and submit to the SOS and the DCRP an electronic report of the number of votes, including early voting votes, received in each county precinct by each candidate for the offices of President and Vice-President of the United States (if applicable), statewide offices, the offices of U.S. Representative, state senator, or state representative, district offices, county or precinct offices in accordance with Sections 67.017 and 172.124, Texas Election Code.
  - 1.17 The Contracting Officer shall provide a space in the Dallas County Elections Department for the DCRP to have representatives on site in order to facilitate communication between the DCRP and the Dallas County Elections Department and to address issues during early voting and Election Day.
  - 1.18 For the tabulation of results from early voting in person, the Contracting Officer shall follow the procedures outlined in Section 127.156 of the Texas Election Code.
  - 1.19 The Contracting Officer will at his discretion provide adequate equipment and signage inside the Elections Department for the orderly collection of precinct records from election judges after the polls close on Election Day.
  - 1.20 The Contracting Officer will work with the DCRP to create appropriate chain of custody and document reconciliation forms.
  - 1.21 The Contracting Officer at his discretion will provide notice to the public in the event of changes to polling locations for Election Day either of the County website or other means.
  - 1.22 The Contracting Officer shall conduct all required post-election audits in accordance with Chapter 127, Subchapter H. of the Texas Election Code.
  - 1.23 To ensure timeliness of the Contracting Officer and the DCRP in responding to issues related to their duties under this Contract , at least three contacts information will be

provided by each for such purposes. Both the Contracting Officer and the DCRP agree to respond within a reasonable time and at a reasonable hour to all issues raised by the other.

2. ***Duties and Services of the DCRP.*** The DCRP shall be responsible for performing the following duties in connection with the Election and the Runoff Election:
- 2.1 In accordance with Sections 42.002(a)(3), 42.009, and 43.003, Texas Election Code, the DCRP shall determine whether there will be a consolidation of county voting precincts for the Election and Runoff Election, designate the polling location for each voting precinct for the Election and Runoff Election, and provide a preliminary list to the Contracting Officer of any such consolidations and the names and addresses of the polling locations and contact person for them no later than **January 9, 2026** and a final list no later than **January 16, 2026**. If a location is not suitable, the DCRP will work in good faith with the Contracting Officer to find an alternate polling location.
  - 2.2 Appoint a presiding and an alternate judge for each Election Day polling location, a presiding and an alternate judge for the central counting station, and a presiding judge for the early voting ballot board and promptly provide the names and contact information to the Contracting Officer. (It is the responsibility of the presiding judges to appoint the appropriate number of election clerks.) As soon as possible but not later than **January 20, 2026**, deliver to the Contracting Officer a list of the election judges and clerks, including judges and clerks for the early voting ballot board and the central counting station.
  - 2.3 The DCRP shall appoint in accordance with Sections 127.002, 127.003, and 127.004, Texas Election Code, the counting station manager, tabulation supervisor, and assistants to the tabulation supervisor that usually perform these functions in the county for elections ordered by the governor, the County Judge or Commissioners Court.
  - 2.4 The DCRP shall notify the election judges of the Election and the Runoff Election in accordance with Section 4.007, Texas Election Code.
  - 2.5 The DCRP shall as soon as possible after the final candidate filing deadline (or in the case of a Runoff Election, after the canvass of the election) to allow sufficient time to prepare the ballot and to conduct any necessary logic and accuracy testing so that ballots going overseas may be mailed no later than 45 days before the election dates for the election and the Runoff Election, certify in writing to the Contracting Officer (i) the candidates' names (as they are to appear on the ballot) and offices, and (ii) any referenda under Section 172.087, Texas Election Code (in English, Spanish, Vietnamese, and any other required languages) that are to appear on the ballot. Agree to allow the Contracting Officer, to the best of his ability, to assign bilingual and student clerks to all polling locations on Election Day. The DCRP also agrees to include bilingual and student clerks in its count of polling location personnel; and, to request payment for student clerks in the same manner and rate as other poll workers. If the Contracting Officer is unable to meet the bilingual clerk assignment obligation to all polling locations on Election Day, assignment should be prioritized based on demographic need as determined by 2020 Census data.

- 2.6 Pursuant to the Texas Election Code, the DCRP will prepare, adopt, and publish all election orders, resolutions, notices, and other documents that are required by, or of, their governing bodies. The DCRP must send the Contracting Officer a copy of any election order, resolution, or notice related to the Election or Runoff Election within three (3) business days of publishing, adopting, or ordering it.
- 2.7 The DCRP acknowledges and agrees that the Contracting Officer reserves the right to intervene in any election contest or litigation in connection with this Election or Runoff Election in order to preserve any available remedies at law, and to preserve the Contracting Officer's obligations under this Contract and the Texas Election Code.
- 2.8 The DCRP must notify the Contracting Officer in writing immediately after any official or employee of the DCRP becomes aware of any election contest in connection with this Election or any Runoff Election. In accordance with Section 1.013 of the Texas Election Code, the election records must be preserved until any election contest is completed and a judgment, if any, becomes final. In addition, any election records in the possession of the Contracting Officer will be maintained by the Contracting Officer if there is an active criminal investigation or proceeding related to the election records until such investigation or proceeding is finally concluded.
- 2.9 The DCRP agrees the Contracting Officer may destroy any records in his possession from the Election or any Runoff Election after the twenty-two (22) months without further notice to the DCRP. Notwithstanding the foregoing, if the Contracting Officer is notified of pending litigation related to the Election, then the Contracting Officer will preserve the election records until the litigation is completed and a judgment, if any, becomes final.
- 2.10 The DCRP shall supervise the overall conduct of the election in the county as set in accordance Sections 31.092(d) and 172.111, Texas Election Code.

3. *Compensation, Billing, and Payment.*

- 3.1 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 through 1.23 above, to the extent not paid directly to the Contracting Officer as set forth in Paragraph 3, the DCRP shall pay the Contracting Officer for the actual expenses he incurs in accordance with Section 31.100, Texas Election Code and the leasing fees allowed under Section 123.033(e) and (f), Texas Election Code, including without limitation, the costs and expenses of election supplies; leasing of polling locations; newspaper publication of the testing notice only; use of voting machines and equipment; wages and salaries of the election judges, alternate judges, and election clerks, members of the early voting ballot board, and central counting station personnel; programming the ballot; logic and accuracy testing, and voting machines and equipment transportation. Nothing herein shall be construed as permitting the Contracting Officer to be paid for costs or expenses for which reimbursement is not allowed under Section 31.100 or other sections of the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds. The Contracting Officer and the DCRP shall submit Primary Finance estimated expenses thru the SOS online portal; Elections Management and Reporting System. The Contracting Officer shall deliver the DCRP the itemized report submitted to the SOS Elections Management and Reporting identifying expenses allocated to the DCRP via email within 5 business days from the date the estimated expenses were submitted thru the SOS online portal. The Contracting Officer and the DCRP will work together to ensure that duplicate billing is not submitted to the SOS for reimbursement. Nothing in this Contract shall be interpreted to preclude the DCRP from seeking reimbursement from the SOS for costs incurred directly by the DCRP that are reimbursable pursuant to the Texas Election Code or under the SOS administrative rules or advisories relating to primary funds.
- 3.2 For the performance of duties and services and the providing of equipment and supplies under Paragraph 1 above, the SOS shall pay the Contracting Officer a fee of 10% of the total amount of the Contract (but not less than \$75) in accordance with Section 31.100(d), Texas Election Code.
- 3.3 Notwithstanding anything to the contrary in this Contract, the Contracting Officer may require that money be paid in advance to conduct the Election and the Runoff Election from the DCRP, which must be paid into a separate county fund in accordance with Section 31.100(a), Texas Election Code, from which the Contracting Officer may make expenditures for the Election and Runoff Election. As such, the DCRP must deposit Seventy-Five percent (75%) of the estimated cost of the election outlined in **Exhibit A** (which is attached and incorporated herein for all purposes) with the Dallas County Treasurer.
- 3.4 Notwithstanding anything to the contrary in this Contract, the Contracting Officer will receive direct payment of actual expenses incurred by the Contracting Officer in connection with the Election or Runoff Election and in accordance with this Contract from the SOS in accordance with rules and procedures established by the SOS and Section 173.0832, Texas Election Code.

- 3.5 Notwithstanding anything to the contrary in this Contract, the DCRP authorizes the Contracting Officer to pay directly to the election judges and election clerks, members of the early voting ballot board, and the presiding and alternate judges and clerks of the central counting station the wages and salaries earned by them in connection with the Election and Runoff Election. In this instance, the costs will not be considered election services contracted with the Contracting Authority for purposes of calculating the 10% fee described in Paragraph 3.2 above.
- 3.6 A cost estimate for the services, equipment, and supplies provided by the Contracting Officer for the Election and the Runoff Election is attached to and made a part of this Contract as **Exhibit A**. The cost estimate should express costs in the categories set forth in the DCRP's Primary Cost Estimate and the DCRP's Primary Runoff Cost Estimate and shall be reported to the SOS via the SOS-prescribed primary finance system. The DCRP and the Contracting Officer acknowledge that the cost of the Election and the Runoff Election is paid for from state-appropriated primary fund, including candidate filing fees, with Dallas County paying the cost of early voting in accordance with Section 173.003, Texas Election Code. The Contracting Officer and the DCRP also acknowledge their responsibility to comply with the administrative rules issued by the SOS relative to primary financing, 1 T.A.C. §§ 81.101-81.157.
- 3.7 As soon as reasonably possible after the Election or the Runoff Election, the Contracting Officer will submit an itemized invoice to the DCRP (i) for the actual expenses he incurred as described in Paragraph 3.1 above; and (ii) for the Contracting Officer's fee as described in Paragraph 3.2 above and shall be reported to the SOS via the SOS-prescribed primary finance system. The invoice shall reflect any advance monies paid under Paragraph 3.3 and any direct payments made under Paragraph 3.4.
- 3.8 If requested by the DCRP, the Contracting Officer will provide a copy of any polling location lease agreement for Election Day polling locations.
- 3.9 The DCRP may contract directly with third-party vendors to staff additional Election Day election workers as necessary. Payment for contracts entered into between the DCRP and third-party vendors are the responsibility of DCRP.
- 3.10 The DCRP shall be responsible for any additional expenses that may be incurred due to an extension of Election day voting hours and/or any additional Election Day polling places that are ordered to be opened by a court of competent jurisdiction.
- 3.11 If the ballot language, candidates, or any ballot content provided and approved by the DCRP is changed after their initial programming and/or printing by the Contracting Officer due to a court order from a court of competent jurisdiction, an incorrect submission of ballot language, candidates, or any ballot content provided by DCRP, or the failure of the DCRP to timely submit their final ballot language, then the DCRP agrees to pay all expenses associated with re-printing and re-programming the ballots including expenses. In the event that there is an error caused by the Contracting Officer that requires the re-printing or re-programming of ballots, the Contracting Officer has a duty to mitigate.

- 7.2 Pursuant to Texas Election Code §§ 31.093 and 31.098, the Contracting Officer may enter into a contract to furnish the election services requested within this Election Services Contract and the costs of such contracts are to be reimbursed by the DCRP in accordance with this Contract. In doing so, the Contracting Officer will make reasonable efforts to ensure that contract costs are considered before entering into a contract. The Contracting Officer will provide to the DCRP bi-weekly (every two weeks) updates of the estimated budget until the start of early voting in person. The Contracting Officer will timely respond to any inquiries from the DCRP regarding any increases in the estimated budget.
- 7.3 The Contracting Officer shall file copies of this Contract with the County Treasurer (County Judge, if there is not a County Treasurer) and the County Auditor of Dallas County, Texas.
- 7.4 Only the actual expenses directly attributable to the Contract may be charged to the DCRP by the Contracting Officer, including administrative fees, Section 31.100, Texas Election Code.
- 7.5 The DCRP remains liable to pay the Contracting Officer for actual expenses directly attributable to the Contract, except as provided in Paragraph 4 "Early Voting" above, whether or not the DCRP receives funds from the SOS under Chapter 173, Texas Election Code. The DCRP acknowledges that the DCRP should not request the Contracting Officer to incur additional expenses in connection with the Election and Runoff Election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes and that the Contracting Officer should not incur expenses in connection with the Election and Runoff Election that are not reimbursable with primary funds under the SOS administrative rules or Texas Statutes.
- 7.6 Notwithstanding the foregoing, both the Contracting Officer and the DCRP may agree to allow the Contracting Officer to incur expenses on behalf of the DCRP that are not reimbursable with primary funds under the SOS administrative rules, or Texas Statutes if the expenses are: 1) approved in writing by the Contracting Officer and the DCRP; and 2) paid in advance by the DCRP to the Contracting Officer prior to such expenses being incurred.
- 7.7 For purposes of implementing this Contract, the Contracting Officer and the DCRP designate the following individuals, and whenever the Contract requires submission of information or notice to the Contracting Officer or the DCRP, submission or notice shall be made to these individuals:

**For the Contracting Officer:**

Name: Paul Adams  
Mailing Address: 1520 Round Table Drive Dallas, TX 75247  
Tel.: 214-819-6335  
Fax: 214-819-6301  
Email: Paul.Adams@dallascounty.org

**For the Republican Party:**

Name: Col. Allen West  
2026 Dallas County Republican Party Primary Election Services Contract

Mailing Address: 11617 N Central Expressway  
Suite 240  
Dallas, Texas 75243  
Tel: (214)369-9555  
Fax: N/A  
Email: info@DallasGOP.org

- 7.8 By their signatures below, the Contracting Officer and the Chair of the DCRP County Executive Committee warrant and represent that they are authorized to enter into this Contract.
- 7.9 This Contract will be governed and interpreted by the laws of the State of Texas and Dallas County, Texas is the exclusive jurisdiction and venue for any cause of action or administrative proceeding arising out of the performance of this Contract.
- 7.10 **This Contract is expressly made subject to both the Contracting Officer's and Dallas County's sovereign immunity, Title 5 of the Texas Civil Practice and Remedies Code and all applicable State and federal law. The parties to this Contract expressly agree that no provision of this Contract is in any way intended to constitute a waiver of any immunities from suit or from liability that Dallas County or the Contracting Officer has by operation of law. Nothing in this Contract is intended to benefit any third-party beneficiary.**
- 7.11 It is not a waiver of default if the Contracting Officer or DCRP fails to immediately declare a default or delays in taking any action. The rights and remedies provided by this Election Services Contract are cumulative, and the DCRP's or the Contracting Officer's use of any right or remedy will not preclude or waive a right to any other remedy. These rights and remedies are in addition to any other rights that the DCRP or the Contracting Officer may have by law, statute, ordinance or otherwise. The DCRP and the Contracting Officer has a duty to mitigate damages.
- 7.12 Neither the DCRP nor the Contracting Officer shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, cyber-attack or breach, pandemic, epidemic, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. If either the DCRP or the Contracting Officer are delayed by force majeure, then written notice of the delay shall be given as soon as reasonably possible to the other parties of this Contract. The DCRP or Contracting Officer that is delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, then the DCRP or Contracting Officer that is delayed shall immediately give the other party to this Contract written notice thereof and shall resume performance under this Election Services Contract as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

- 7.13 In providing services required by this Contract, the Contracting Officer will observe and comply with all applicable federal, state, and local statutes, including but not limited to, the Texas Election Code, the Texas Administrative Code, and any written directive or instruction promulgated by the Texas Secretary of State pursuant to Section 31.003 of the Texas Election Code unless overruled by law or a court of competent jurisdiction over the Contracting Officer. If any term of this Elections Services Contract is held by a court of competent jurisdiction over the Contracting Officer to be invalid, void, or unenforceable, the remainder of the terms of this Contract will remain in full force and effect and will in no way be affected, impaired, or invalidated.
- 7.14 This Contract, including any exhibits or attachments, contains the entire agreement between the Contracting Officer and the DCRP. The Contracting Officer and the DCRP expressly warrant and represent that they are not relying on any promises or agreements that are not contained in this Contract. Except otherwise specified in this Election Services Contract, no modification, amendment, novation, renewal, or other alteration of this Contract shall be effective unless mutually agreed upon in writing and executed by the Parties hereto.
- 7.15 This Election Services Contract may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument. The Parties and the Contracting Officer shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract for all purposes. Words of any gender used in this Agreement shall be held and construed to include any other gender. Any words in the singular shall include the plural and vice versa, unless the context clearly requires otherwise. Headings are for the convenience of reference only and shall not be considered in any interpretation of this Contract.
- 7.16 The legal doctrine of contra proferentem will not apply to this Contract. Consequently, any ambiguity that may exist in this Contract will not be construed against the Parties who drafted this Contract.

**[Signatures on following page]**

WITNESS THE FOLLOWING SIGNATURES AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW:

The Contracting Officer

By [Signature]  
Title Elections Administrator  
Date 12/31/2025



The Republican Party

By [Signature]  
Title Chairman, DCRP  
Date 31 Dec 2025



# Dallas County Elections Department

1520 Round Table Drive  
Dallas, Texas 75247

## PRIMARY ELECTION - MARCH 3, 2026 ESTIMATED ELECTION DAY COST INVOICE

Exhibit A

Subject to Change

	Total	SOS	County
Number of Locations	260		
Election Total	\$1,298,775.42	\$866,847.40	\$431,928.01
Election Services Fee	\$129,877.54	\$86,684.74	\$43,192.80
<b>Total Cost</b>	<b>\$1,428,652.96</b>	<b>\$953,532.14</b>	<b>\$475,120.81</b>

Exp Code	Description	Units	Cost Per Unit	Total	SOS	County
<b>Section 1 - Expenses - Supplies and Vendor Support</b>						
<b>Printing - B1*</b>						
62175	Ballot Printing from ES&S to State			\$4,648.00	\$4,648.00	
62175	Ballot Printing (Serialized Ballot)	260,000	\$0.14	\$36,400.00	\$36,400.00	\$0.00
				\$41,048.00	\$41,048.00	\$0.00
<b>Tech Support - Vendor - B4*</b>						
62225	Tech Support from ES&S to State			\$2,750.00	\$2,750.00	\$0.00
61020	Techs	26	\$25.00	\$5,200.00	\$5,200.00	\$0.00
				\$7,950.00	\$7,950.00	\$0.00
<b>Election Kits - B5*</b>						
62175	Judge Kit	260	\$80.00	\$20,800.00	\$20,800.00	\$0.00
				\$20,800.00	\$20,800.00	\$0.00
<b>Section 2 - Expenses - Equipment</b>						
<b>Rental of Equipment - B6</b>						
62025	Model DS200	260	\$5.00	\$1,300.00	\$1,300.00	\$0.00
62025	Ballot Marking Device	2,100	\$5.00	\$10,500.00	\$10,500.00	\$0.00
		2,360		\$11,800.00	\$11,800.00	\$0.00
<b>Transportation of Voting Booths - B8</b>						
62910	Equipment Delivery and Pickup (by A1)	520	\$212.50	\$110,500.00	\$110,500.00	\$0.00
62021	Truck Rental / Van Rental			\$19,000.00	\$19,000.00	\$0.00
				\$129,500.00	\$129,500.00	\$0.00
<b>Polling Place Rental - B9</b>						
62023	Building Rental			\$91,000.00	\$91,000.00	\$0.00
<b>Section 3 - Precinct Workers and Delivery Fees</b>						
<b>Precinct Workers - B10 (SOS Pays up to \$12 per hour)</b>						
61020	Clerks	1,500	\$18.24	\$437,760.00	\$288,000.00	\$149,760.00
61020	Judges	260	\$24.22	\$100,755.20	\$49,920.00	\$50,835.20
61020	Training	2,000	\$100.00	\$200,000.00	\$0.00	\$200,000.00
				\$738,515.20	\$337,920.00	\$400,595.20
<b>Pickup and Delivery Fee - B11</b>						
61020	Delivery	260	\$25.00	\$6,500.00	\$6,500.00	\$0.00
				\$6,500.00	\$6,500.00	\$0.00

Section 4 - Expenses - Personnel for Central Count						
Assistant Tab Supervisor - B14 (One Person)						
61050	Assistant Tab Supervisor OT	Angelica	\$40.58	\$649.20	\$649.20	\$0.00
61111	FICA	6.2%		\$40.25	\$40.25	\$0.00
61112	Medicare	1.45%		\$9.41	\$9.41	\$0.00
61150	Retirement	12.91%		\$83.81	\$83.81	\$0.00
				\$782.68	\$782.68	\$0.00
Central Counting Station Judges and Clerks - B15 (SOS Pays up to \$12 per hour)						
61020	Central Count Judge	1	\$24.22	\$387.52	\$192.00	\$195.52
61020	Central Count Clerks	4	\$24.22	\$1,550.08	\$768.00	\$782.08
				\$1,937.60	\$960.00	\$977.60
Section 5 - Expenses - Personnel for EVBB and PLBB, Misc, and Contract Admin Fee						
Early Voting Ballot Board - B16 (SOS Pays up to \$12 per hour)						
61060	Ballot Board	30	\$24.22	\$43,596.00	\$21,600.00	\$21,996.00
61111	FICA	6.2%		\$2,702.95	\$1,339.20	\$1,363.75
61112	Medicare - Ballot Board	1.45%		\$632.14	\$313.20	\$318.94
61113	PARS - Ballot Board	1.3%		\$566.75	\$280.80	\$285.95
				\$47,497.84	\$23,533.20	\$23,964.64
Provisional and Late Ballot Board - B17 (SOS Pays up to \$12 per hour)						
61060	Ballot Board	30	\$24.22	\$11,625.60	\$5,760.00	\$5,865.60
61111	FICA	6.2%		\$720.79	\$357.12	\$363.67
61112	Medicare - Ballot Board	1.45%		\$168.57	\$83.52	\$85.05
61113	PARS - Ballot Board	1.3%		\$151.13	\$74.88	\$76.25
				\$12,666.09	\$6,275.52	\$6,390.57
Supplies - B18*						
62880	Supplies*	305	\$30.00	\$9,150.00	\$9,150.00	\$0.00
				\$9,150.00	\$9,150.00	\$0.00
Communication - B19						
62880	Phones			\$16,000.00	\$16,000.00	\$0.00
				\$16,000.00	\$16,000.00	\$0.00
Security - B22						
61020	Traffic Control Officers	21	\$50.00	\$4,200.00	\$4,200.00	\$0.00
61020	Sheriff Deputies	35	\$40.00	\$5,600.00	\$5,600.00	\$0.00
61050	Sheriff Deputies OT	35	\$60.00	\$8,400.00	\$8,400.00	\$0.00
61111	Social Security	6.20%		\$1,128.40	\$1,128.40	\$0.00
61112	Medicare	1.45%		\$263.90	\$263.90	\$0.00
61150	Retirement	12.91%		\$2,349.62	\$2,349.62	\$0.00
61080	Sheriff Mileage	6,000	\$0.67	\$2,050.20	\$2,050.20	\$0.00
				\$23,992.12	\$23,992.12	\$0.00
Miscellaneous - B23						
61050	Election Employees OT	45	Various	\$28,080.00	\$28,080.00	\$0.00
61020	Phone Bank	35	\$25.00	\$7,000.00	\$7,000.00	\$0.00
61020	Inspector	45	\$25.00	\$9,000.00	\$9,000.00	\$0.00
61020	Office / Warehouse Contractor	30	\$25.00	\$6,000.00	\$6,000.00	\$0.00
61111	FICA	6.2%		\$1,740.96	\$1,740.96	\$0.00
61112	Medicare	1.45%		\$407.16	\$407.16	\$0.00
61113	PARS	1.3%		\$365.04	\$365.04	\$0.00
61150	Retirement	12.91%		\$3,625.13	\$3,625.13	\$0.00
62225	Temporary Service	98	\$26.60	\$83,417.60	\$83,417.60	\$0.00
				\$139,635.89	\$139,635.89	\$0.00
<b>ELECTION DAY TOTAL COST</b>				<b>\$1,298,775.42</b>	<b>\$866,847.40</b>	<b>\$431,928.01</b>

## Barry Wernick

---

**From:** Barry Wernick  
**Sent:** Wednesday, March 18, 2026 9:46 AM  
**To:** 'Stan Woodward'; Paul Adams  
**Subject:** RE: Amending DCRP Contract - Heads Up

Gentlemen-

As Precinct Chair (2016) and Resolutions Committee Chair, I can confirm what Stan has stated in the email below.

We have not brought a resolution to amend the existing contract to the CEC for a vote.

Very truly yours,

Barry Wernick  
TMCA Credentialed Distinguished Mediator  
Settlement & Negotiations Counsel  
Attorney/Arbitrator  
Office: [972.503.5895](tel:972.503.5895)  
Mobile: [917.604.5895](tel:917.604.5895)  
<https://barrywernick.com/appointments>

State Bar of Texas, ADR Council, 2021-2027

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**From:** Stan Woodward <[swt0a0nd@protonmail.com](mailto:swt0a0nd@protonmail.com)>  
**Sent:** Tuesday, March 17, 2026 11:13 PM  
**To:** Paul Adams <[Paul.Adams@dallascounty.org](mailto:Paul.Adams@dallascounty.org)>  
**Cc:** Barry Wernick <[bazza@barrywernick.com](mailto:bazza@barrywernick.com)>  
**Subject:** Amending DCRP Contract - Heads Up

Paul,

Hope all is well there. I am reaching out with regard to Lt. Colonel Allen West's recent press release stating his intention to amend the Primary and Primary Runoff contract this week. I assume he has had some discussions with you on this matter.

As a Precinct Chair who attended our scheduled CEC meeting last night, I wanted to let you know that the GOP County Executive Committee (CEC) has not discussed this topic nor did the CEC vote on an amendment to the contract. The Resolution underlying the current signed contract is still in place.

According to the Texas Election Code 31.091, the "Contracting Authority" is the CEC. In addition, the TEC 31.093 states that "...the county election officer shall contract with the county executive committee of the party to perform election services...".

I would caution you not to enter into any amendment to the contract without the express approval of the CEC enacted through a vote by that body. I copied in Barry Wernick, resolutions committee chair, on here so he could confirm all of this.

regards,

Stan Woodward  
(Precinct #2008)

----- Forwarded Message -----

From: Allen West <REDACTED>

Date: On Friday, March 20th, 2026 at 9:11 AM

Subject: Re: [External Sender]Fw: RE: Amending DCRP Contract - Heads Up

To: James Palomo <REDACTED>

CC: Stan Woodward <[REDACTED](#)>, Paul Adams <[REDACTED](#)>, Allen West <[cREDACTED](#)>, Anne Slagel <REDACTED>

Good morning Sir, no, Mr. Borgelt is not representing DCRP in this matter. DCRP has no legal counsel in regards to the matter of this amendment. My signature is final.

Regards,

Col. Allen West

On Fri, Mar 20, 2026 at 8:28 AM James Palomo <REDACTED> wrote:

Stan:

Good morning. Does Mr. Borgelt still represent DCRP on this matter? If not, please let me know who your current legal counsel is so that I may speak with them. Thank you.

Respectfully,

James R. Palomo

Assistant District Attorney – Civil Division

Dallas County District Attorney's Office

<REDACTED>

[<REDACTED>](#)

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**From:** Stan Woodward <REDACTED>  
**Sent:** Thursday, March 19, 2026 8:36 PM  
**To:** Paul Adams <REDACTED>  
**Cc:** James Palomo <REDACTED> Allen West <REDACTED> Allen West <REDACTED>  
**Subject:** [External Sender]Fw: RE: Amending DCRP Contract - Heads Up

James,

I had sent this to Paul but didn't hear back so just wanted to get confirmation that this information was received by the legal team at DCED.

regards,

Stan Woodward

(Precinct #2008)

----- Forwarded Message -----

**From:** Barry Wernick <REDACTED>  
**Date:** On Wednesday, March 18th, 2026 at 9:45 AM  
**Subject:** RE: Amending DCRP Contract - Heads Up  
**To:** Stan Woodward <REDACTED> Paul Adams <REDACTED>

Gentlemen-

As Precinct Chair (2016) and Resolutions Committee Chair, I can confirm what Stan has stated in the email below.

We have not brought a resolution to amend the existing contract to the CEC for a vote.

Very truly yours,

Barry Wernick  
TMCA Credentialed Distinguished Mediator

Settlement & Negotiations Counsel

Attorney/Arbitrator  
Office: [972.503.5895](tel:972.503.5895)  
Mobile: [REDACTED](tel:REDACTED)  
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State Bar of Texas, ADR Council, 2021-2027

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**From:** Stan Woodward <REDACTED>  
**Sent:** Tuesday, March 17, 2026 11:13 PM  
**To:** Paul Adams <REDACTED>  
**Cc:** Barry Wernick <REDACTED>  
**Subject:** Amending DCRP Contract - Heads Up

Paul,

Hope all is well there. I am reaching out with regard to Lt. Colonel Allen West's recent press release stating his intention to amend the Primary and Primary Runoff contract this week. I assume he has had some discussions with you on this matter.

As a Precinct Chair who attended our scheduled CEC meeting last night, I wanted to let you know that the GOP County Executive Committee (CEC) has not discussed this topic nor did the CEC vote on an amendment to the contract. The Resolution underlying the current signed contract is still in place.

According to the Texas Election Code 31.091, the "Contracting Authority" is the CEC. In addition, the TEC 31.093 states that "...the county election officer shall contract with the county executive committee of the party to perform election services...".

I would caution you not to enter into any amendment to the contract without the express approval of the CEC enacted through a vote by that body. I copied in Barry Wernick, resolutions committee chair, on here so he could confirm all of this.

regards,

Stan Woodward

(Precinct #2008)



**“WHEREAS**, pursuant to Section 43.007(a)(B) of the Texas Election Code, the DCRP will hold a separate Primary Runoff Election using countywide polling places; and”

(C) Under Paragraph 2, subsection 2.2 of the Contract, the following line is added to the end of the subsection:

“As soon as possible but not later than **March 25, 2026**, deliver to the Contracting Officer a list early voting election workers and no later than **March 31, 2026** deliver to the Contracting Officer a list of the election judges and clerks, including judges and clerks for the early voting ballot board and the central counting station for the Primary Runoff Election.”

(D) Under Paragraph 6, subsection 6.1 of the Contract, the last line of the subsection is deleted in its entirety and replaced with the following:

“The DCRP agrees to use and share with the Dallas County Democratic Party (“DCDP”) the same countywide polling places (“Vote Centers”) approved by the Dallas County Commissioners Court in accordance with Section 43.007(a)(4)(A) and Section 43.007(f) of the Texas Election Code for the DCRP 2026 Primary Runoff Election.”

(E) At the end of the Contract, the attached Exhibit A is deleted in its entirety and replaced with a revised **Exhibit A** which is attached and incorporated herein for all purposes. The revised **Exhibit A** reflects the updated costs for the Primary Runoff Election.

2. No Other Changes. Except as specifically set forth in this First Amendment, all of the terms and conditions of the Contract shall remain the same and are hereby ratified and confirmed. The Contract shall continue in full force and effect and with this First Amendment shall be read and construed as one instrument.

3. Choice of Law. This First Amendment shall be construed in accordance with and governed by the laws of the State of Texas.

4. Authority. Both the DCRP and the Contracting Officer represents that they have the full right, power and authority to enter into and perform this First Amendment in accordance with all of the terms and conditions, and that the execution and delivery of the First Amendment have been made by authorized representatives of the DCRP and the Contracting Officer to validly and legally bind the DCRP and the Contracting Officer to all terms, performances and provisions set forth in this First Amendment.


5. Counterparts. This First Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same agreement. The DCRP and the Contracting Officer shall be entitled to sign and transmit an electronic signature of this First Amendment (whether by

facsimile, PDF or other email transmission), which signature shall be binding. A signed copy of this First Amendment transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this agreement for all purposes.

**WITNESS HEREOF**, the DCRP and the Contracting Officer have executed this First Amendment on the 18<sup>th</sup> day of March 2026. ("Effective Date")


**DCRP:**

**Contracting Officer:**



Col. Allen West

Dallas County Republican Party Chairman



Paul Adams

Dallas County Elections Administrator

**APPROVED AS TO FORM\*:**

JOHN CREUZOT  
DALLAS COUNTY  
CRIMINAL DISTRICT ATTORNEY

BARBARA NICHOLAS  
CHIEF, CIVIL DIVISION

BY: \_\_\_\_\_

James R. Palomo

Assistant District Attorney

\*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval by their own respective attorney(s).

**Resolution to Conduct a Separate (Not Joint) 2026 DCRP Primary Election and Eliminate County-Wide Voting and Return to Precinct-based Voting for the 2026 DCRP Primary Election Day**

**WHEREAS**, the Dallas County Republican Party Executive Committee has full authority to supervise the conduct of the primary election, as provided in the Texas Election Code §172.111; and

**WHEREAS**, Election Judges and Clerks of the Dallas County Republican Party have historically suffered from inappropriate behavior and abuse from the Democrat Party Judges during Joint elections; and

**WHEREAS**, the county-wide polling place program, where a voter is allowed to vote their legally appropriate ballot at any polling location within the county, creates multiple issues including

1. Violation of a voter's constitutional right to a secret ballot
2. A non-auditable voting system which is unlawful per Texas Election Code Section 122.001(a)10
3. Decreased voter turnout since implementation

**THEREFORE, BE IT RESOLVED**, that the Dallas County Republican Party (DCRP) Executive Committee requires that the DCRP Chair **shall not** enter into a joint contract for the DCRP 2026 primary for either early voting or election day. This would not exempt the DCRP from sharing a polling facility with the Democrats provided there is no sharing of any resources such as tabulators, clerks, judges, etc.

**BE IT FURTHER RESOLVED**, the Dallas County Republican Party Executive Committee **shall not** participate in the **County-Wide Polling Place Program** for the DCRP 2026 Primary Election Day and **shall** return to precinct-based voting by combining precincts as per Texas Election Code Section 42.0051.

Adopted by the Dallas County Republican Party on September 15, 2025.

  
\_\_\_\_\_, Chair, Dallas County Republican Party  
Lt. Col. Allen B. West

March 17, 2026



## **For Immediate Release: Steadfast and Loyal: Col. Allen West Issues Statement on Runoff Election Strategy**

“There comes a time to know when to claim success and not go a bridge too far. The DCRP successfully executed a non joint precinct based primary operation on March 3, 2026. We can take that success, assess the lessons learned and improve upon the process and procedures for March 2028.

As Chairman of the DCRP it is my responsibility and duty to protect this organization. I have made the decision that seeking to do precinct based operations for the runoff Election Day exposes the DCRP to increased risk and voter confusion. From the end of April through May there will be municipal elections and early voting for the runoff. All of these elections are countywide voting. To then shift for the one day runoff election to precincts would bring about large scale disruption.

This week I will sign an amended contract for the DCRP to execute non-joint countywide runoff election. Those that disagree with this decision are free to seek to replace me as Chairman. However, as a former combat commander, I can smell an ambush, and having major leftist media outlets, including the NY Times, hounding me about precinct voting in the runoff election is an indicator.”

Steadfast and Loyal,

Col. Allen West

**DONATE TO DALLAS COUNTY REPUBLICAN PARTY**

Dear Chairman West,

This message comes to you from Precinct Chairs, committee chairs, committee members, and your constituents who carry out the daily work of the Dallas County Republican Party, who work elections, and who dedicate significant time and effort to support its mission.

We are deeply disappointed by your decision to sign an amended contract with the Dallas County Elections Department in a manner that violates the Texas Election Code and disregards the virtually unanimous County Executive Committee (CEC) vote conducted on September 15, 2025. In Texas Election Code 31.091 (3), the "Contracting Authority" is the CEC. In addition, the TEC 31.093 (c) states that "...the county election officer shall contract with the county executive committee of the party to perform election services..."

There have been many voices who attempted to engage you in a discussion about your desire to revert back to countywide voting for the Primary Runoff but to no avail. You could have conveyed your thoughts, encouraged debate, and/or made a motion for a vote at any time after the Primary Election by convening a Special Meeting or waiting until the regular March 16th CEC meeting.

You decided, however, not to defend the principles of election integrity nor to defend the DCRP against unfounded negative press accusations. You also failed to hold the Dallas County Elections Department and Secretary of State accountable for their egregious errors and breaching of contractual obligations during our Primary. Instead, in utter disregard for the CEC, you acted unilaterally by publicly issuing a Press Release on March 17th announcing your decision and a bewildering ultimatum regarding opposition.

Many of us have spent years working to strengthen election integrity, and we remain firmly committed to precinct-based voting. Your actions are both disrespectful to the body of volunteers and consequentially damaging by severely crippling their efforts and by capitulating to external negative forces.

We respectfully request that you comply with the law and uphold the will of the CEC as represented by the contract that was signed December 31, 2025, authorizing separate (non-joint) elections with precinct-based voting on Election Day for the 2026 Dallas County Republican Primary and Primary Runoff. We ask that you work with the DCED immediately to reverse your directive and any illegal contract amendments you may have signed. Finally, we ask that you resign for the remainder of this term and the next.

Thank you for your attention to this matter.

(Signatures Redacted)

**From:** Preeti <REDACTED>  
**Date:** March 9, 2026 at 11:19:15 PM CDT  
**To:** Allen West <REDACTED>  
**Cc:** Preeti Malladi <REDACTED> Ally Raskin <REDACTED> BBiesel <REDACTED> Mike Slaton <REDACTED> Barry Wernick - Dallas PC 2016 <REDACTED> Stan Woodward <REDACTED> Lee Jenkins <REDACTED>, Susan Cumby <REDACTED> Wes Bowen <REDACTED> Madeline Dvorocsik <REDACTED>  
**Subject:** Precinct-based voting and debrief regarding Central Count

Chairman West,

I had heard today that there were some discussions regarding changing the precinct-based voting from the Primary to County-wide voting for the Runoff. I am writing to respectfully express my opinion that we should maintain precinct-based voting for the runoff for the following reasons:

1. The main issues arose from erroneous information from the DCED pollbook, website, and navigators as well as the SOS website and erroneous texts from the SOS which led some people to go to multiple and wrong locations. Our DCRP website link worked well. We must give Paul and Jason the opportunity to investigate the programming and training issues, explain the root causes and those responsible, and correct expeditiously. I believe there may be sabotage from elements who want to kill separate and precinct based primary elections.
2. The precinct-based voting is the more auditable and constitutionally sound form of voting which preserves the secrecy and sanctity of the ballot box. Dallas County did this until 2019 when the County-wide polling program was implemented. Those voters who want county-wide voting can still vote for 11 days in early voting. Reverting back to county-wide for election day would be our accepting the narrative being laid out that the Republicans are to blame and also that County-wide voting is better. I spoke at length with Barry Wernick, and he told me all of the voters he spoke with and explained the reasoning behind precinct-based voting were very happy and supportive of it!
3. All of the primary voters who vote in the runoffs will understand the process and know where to go for the runoff. The new voters who did not vote in the primary will need to be educated. But also, the DCED and SOS must explain and correct the issues. And possibly just use our DCRP link.
4. The precinct combinations and polling locations are all set. The work has been done. Since the runoffs include races that cover the entire county (Senate, AG), we would just need to repeat the same combinations and locations. If you revert to county-wide, you will increase your locations from 243 to 450 vote centers potentially and would need to man all of those locations.
5. The precinct-based voting in the contract covers the primary and the runoff. Making an amendment to the contract would require agreement from the CEC and a vote.

On a separate topic, I volunteered to help Mike Slaton at Central Count the evening of Friday (at the end of early voting) through Wednesday morning when Mike signed the preliminary reconciliation form at 7AM. Mike will explain in more detail and Jason and Casey (spelling?) from DCED know the issues as well. Everything was working well with the separate central count processes and utilizing our Republican volunteers in conjunction with DCED staff. Paul, Jason, and Casey seem truly sincere in their efforts to conduct a smooth election. The main issue which was extremely frustrating and inexplicable by all of us was the fact that three major regional sites (representing fully one third of the Republican votes for Election Day) did not bring the USBs and other materials into Central Count until after 3AM even though the documentation showed

that the judges had delivered these between 8 PM and 10:30 PM the night before. Our Republican Central Count clerks and Judge and the entire DCED central count team were left waiting in the middle of the night. Paul and Jason addressed this issue with VotingSites and the regional teams after the last Nov election but the problem was even worse this election. This should be investigated and people held accountable. There are other more minor process improvements that Mike can address.

Finally, I have been tracking the DCED reports published on their website on a daily basis and have done some analysis. There are anomalies that should be explained including data inconsistencies between reports, changes to data from previous dates days later, totals that don't match voter rosters, blank voter IDs, a few duplicate voters etc. Malissa tried to answer some of my questions but there are other anomalies and questions left unanswered or answered inadequately.

I think a meeting with our Party election workers to debrief and collate issues/ideas would be helpful and give confidence to the volunteers that the Party will act on these issues. A meeting with Paul and DCED to debrief and then analyze and resolve the issues is vital as well.

Thank you for your attention and consideration.

Preeti Malladi, MD, FACS  
Precinct 2523  
Dallas County

----- Forwarded message -----

From: **Susan Cumby** <REDACTED>

Date: Mon, Mar 30, 2026 at 1:34 PM

Subject: Re: Election Oversight Committee

To: Preeti Malladi <REDACTED> Lee Jenkins <REDACTED> Allen West <REDACTED> Anne Slagel <REDACTED> Patti Clapp <REDACTED> Cindy Holliday <REDACTED>

Preetiw

In response to your question regarding working with DCED on a countywide model for the Primary Runoff Election Day or are you working with them in precinct-based voting for the Runoff Election Day... I (and the Election Oversight Committee) do not have the authority to determine precinct based or countywide voting. **The recruiting team staffs locations that are provided to us by the election department.**

On Mon, Mar 30, 2026 at 11:10 AM Preeti Malladi <[REDACTED](#)> wrote:  
Susan,

For clarification, are you working with DCED on a countywide model for the Primary Runoff Election Day or are you working with them in precinct-based voting for the Runoff Election Day? Your last paragraph was confusing. Thank you.

Preeti

Sent from my iPhone

> On Mar 28, 2026, at 10:37 PM, [<REDACTED>](#) wrote:

>

> Hi Preeti,

>

> Thank you for your feedback and for your continued involvement. The Election Oversight Committee works to gather input, address concerns, and coordinate with the Dallas County Election Department through established processes so that issues are properly documented and handled.

>

> As a working committee, our responsibility is to conduct the business on the agenda, and meetings are structured accordingly. If you have specific concerns, please compile them in writing and send them to us, and we will work to have them addressed through the appropriate channels.

>

> **The decision to return to countywide voting for the runoff was made to address the voter confusion and operational challenges observed during the primary.** At this time, we will continue to follow the current framework and processes in place.

>

> Thanks so much for your help,

>

>

> Sent from my iPhone

--

*Susan Cumby*  
(REDACTED)



October 17<sup>th</sup>, 2025

The Honorable Jane Nelson  
Texas Secretary of State  
P.O. Box 12060  
Austin, TX 78701

Dear Secretary Nelson,

On behalf of the Texas Association of County Election Officials, the County and District Clerks Association, the Tax Assessor-Collectors Association of Texas, and the County Judges and Commissioners Association of Texas, we write to express shared concerns and recommend potential strategies to address implementation challenges with the new statewide election management system (TEAM).

The transition to a new TEAM is a massive undertaking, requiring partnership between counties, the Secretary of State, and Civix, the vendor assisting the state in designing the system. We appreciate the Secretary of State's collaboration and partnership with counties in ensuring Texas continues to be a model for fair and safe elections. However, in rolling out and implementing this new platform, several issues have been identified that directly impact key parts of the election and jury process. These challenges merit immediate action, and counties look forward to working with the Secretary of State and Civix to identify and address each issue.

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## Key Challenges

### 1. Inconsistent System Behavior

- a. Since the transition to the new TEAM, counties have experienced daily inconsistencies with the core functionality of the system. Necessary processes, including voter registration lookup, ballot issuance status, precinct assignments, and voter history updates, frequently malfunction.

This lack of functionality materially increases the risk of a voter being issued the wrong ballot, duplicate registrations, and more delays in the polling place.

- b. Counties have seen substantial delays in processing voter registration applications and updating registration status. Many election officials have observed TEAM incorrectly generating the voter registration list, which compromises election security by complicating the update of poll books and the identification of voters who have received a mail ballot.
- c. Several Smaller Texas counties rely on TEAM to pull their jury list. District clerks have documented the new system solely pulling registered voters as jurors instead of those qualified to serve on a jury. Additionally, the new system lost its functionality to print summons, adding unnecessary delays to the jury process.

Many of these challenges are not reproducible, which prevents local officials from accurately diagnosing and addressing the issues. We understand the difficulty in standing up TEAM, which requires transitioning millions of data points, training counties, and managing a private sector vendor responsible for a significant part of designing the new system, providing technical maintenance, and support. The associations have encouraged counties to diligently track their experiences to provide tangible feedback as issues are addressed.

## **2. Statewide Training Gaps**

- a. While training opportunities have been provided, it's concerning that it began so close to the implementation of the new system without there being a significant buffer to prepare for the upcoming constitutional amendment election. Given the technical difficulties and various TEAM updates, election officials are expected to master a rapidly changing system without troubleshooting guidance, which hinders their ability to address system issues.

## **3. Insufficient Support Resources and Escalation Protocols**

- a. TEAM representative support is intermittent, under-resourced, and lacks subject-matter continuity. Response times are frequently measured in hours rather than minutes. Furthermore, it is concerning because prompt responses are necessary for time-sensitive issues that arise during early voting and on Election Day.
- b. Escalation procedures are unclear; local election officials cannot reliably identify whom to contact for emergency remediation or rollbacks.

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## **Immediate Recommendations**

To protect voters and ensure Texas has the strongest elections possible, we offer the following immediate and long-term recommendations:

### **1. Stabilization and Audit**

- a. Halt any further system-wide rollouts or feature changes until a stabilization plan exists or at least until after the completion of this Election Cycle. Many feature changes have led to continued confusion among counties, resulting in TEAM producing incorrect reports and creating uncertainty in fundamental election management processes.
- b. Require the Secretary of State to provide a clear timeline for TEAM bug fixes and system hardening. This can be further addressed by publishing weekly status reports to counties that

detail both resolved and outstanding issues, ensuring clear communication about the problems that have been solved.

- c. Expand the list of eligible jurors to include those who are not just registered voters.

## 2. Robust Support and Contingency Resources

- a. Establish a dedicated incident response team, focused on TEAM, through the duration of early voting and canvass, staffed with technicians authorized to implement emergency remediations, where appropriate, perform controlled rollbacks, and promptly assist counties.
- b. Publish an explicit escalation matrix with names, contact information, and response-time commitments for each escalation tier, so counties correctly flag issues with the right entity.
- c. Provide model contingency plans and resources for counties to revert to validated manual or alternative electronic workflows (including paper-based backstops) in the event of a critical system failure and supply the necessary materials and instructions immediately.

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This collective request is not easy and calls for decisive, immediate action, along with verifiable progress on the issues outlined above. However, without these changes, the current state of the TEAM rollout creates undue risk to voters and the integrity of election officials. Counties are the state's partner and will continue to collaborate constructively on solutions. Election officials recognize the role Civix plays in designing TEAM and offer our round-the-clock support in addressing the outlined challenges.

We stand ready to help undertake exhaustive efforts that ensure the best possible election for all Texans.

Sincerely,

Shannon Lackey  
Randall County Election Administrator  
TACEO - President

Sandra Roblez  
Yokum County District Clerk  
CDCAT - President

Rick Thompson  
CJCAT - Program Director

Christina McMurray, PCAC  
Randall County Tax- Assessor Collector  
TACA - President



February 16th, 2026

The Honorable Jane Nelson  
Texas Secretary of State  
P.O. Box 12060  
Austin, TX 78701

Dear Secretary Nelson,

On October 17, 2025, the Texas Association of County Election Officials, the County and District Clerks Association, the Tax Assessor-Collectors Association of Texas, and the County Judges and Commissioners Association of Texas expressed shared concerns and recommended strategies to address implementation challenges counties have experienced with the statewide election management system (TEAM).

As voters, candidates, and election officials prepare for the March Primary, the undersigned associations write to share the ongoing issues counties are navigating that affect both the election process and our jury system. Counties recognize the difficulty of standing up TEAM for both the Secretary of State (SOS) and Civix. Our goal is to serve as a partner to the SOS in collaboratively resolving shared problems. Each association's focus is to identify the key challenges faced by Texas counties clearly and to build a process with the state towards resolution that minimizes disruptions for Texas voters.

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## Continued Challenges

Since the rollout of TEAM, Texas counties have been at the forefront of coordinating with the SOS to implement a new system while managing jury pools, running the 2025 Constitutional Election, and preparing for the 2026 Primary. The challenges identified are intended to provide high-level feedback that the associations have consistently received from their members. Texas counties value the work the SOS has taken to implement TEAM and look forward to a continued partnership in addressing these concerns.

1. Counties face daily challenges with TEAM's core functionality. For example, processes such as voter registration status lookups, precinct assignments, and ballot issuance have continued to malfunction frequently. Many of these issues have increased the administrative burden on election officials. With significantly higher voter turnout in the primary than in the November constitutional election, the potential impact on voters is magnified.
2. Jury pool management has been affected across all counties, including those using third-party platforms. Many smaller counties rely on TEAM to manage the jury wheel and have documented that when pulling a list of eligible jurors, it excludes eligible jurors who aren't registered voters. Additionally, counties have seen increases in outdated or inaccurate data in the jury wheel. This includes wheels with deceased individuals, those ineligible to serve on a jury because of a felony conviction, individuals who have been permanently exempted, and inaccurate juror addresses.
  - a. These issues with the jury wheel are challenging counties in meeting statutory requirements for reporting changes to the voter registrar that affect a voter's eligibility status, like changes in residence, death, felony conviction, citizenship, or mental incapacitation.

3. The ongoing challenges with TEAM have placed a notable financial burden on counties across Texas. For example, data inconsistencies with TEAM have caused county staff to spend significant time manually verifying voter registration information, reducing efficiency. The financial impact of ongoing issues with TEAM is particularly severe in rural counties. Counties are having to spend staff time duplicating tasks, making repeated attempts to compare data, and creating workarounds to ensure data integrity due to TEAM's instability. Moreover, unreliable connections and platform instability lead to disconnections, lagging, and, in severe cases, complete system downtime.
  - a. This is particularly apparent in ballot-by-mail processes and reporting. These processes need to be done on nights and weekends, when processing time is much faster, resulting in unexpected overtime expenses and physical strain on election staff.

Local officials have documented these issues, and the associations have strongly recommended that counties provide tangible feedback and evidence to their state counterparts to help address these challenges. Civix plays a critical role in the development and implementation of TEAM, and the associations support increased opportunities for collaboration between the state, Civix, and Texas counties.

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## Impact on the Primary

In advance of the primary, counties believe it is critical to highlight potential challenges voters may encounter in the polls and provide concrete examples of steps counties are currently taking to limit disruption. All counties look forward to collaborating with the SOS, Civix, and local county parties to resolve identified concerns that may impact voters.

1. Data discrepancies could lead to extended voter wait times and increased provisional ballots. During the check-in process, if counties encounter data irregularities, unintended consequences may include improper ballot styles being issued or incomplete reports of voters who have requested and/or submitted a mail ballot.
  - a. This will require poll workers to take additional time to call the county election office to verify information, severely impacting efficiency at multiple junctions.
2. Many counties were unable to complete a mass mailing of voter registration certificates effectively because of issues with TEAM. This mail-out is to provide clarity to the voters regarding status, district changes, and polling locations. The lack of these certificates has already led to increased voter confusion, as individuals who didn't receive their cards have "expired" cards, increasing the likelihood that they are unaware of their voting eligibility status, and whether redistricting or polling place changes impacted them.
3. Counties have continued to experience challenges in tracking applications for ballots by mail, ballots received, or ballot status through TEAM. The associations have recommended that counties maintain internal processes, such as locally managed databases, to help voters track their ballots.

This primary election will see substantially higher turnout than the November Constitutional Election. The administrative burden on counties increases the likelihood of logistical issues during voting. Counties and the SOS must communicate effectively throughout the election to clearly identify and resolve TEAM challenges that impact the voter experience.

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## Recommendations

To ensure that Texas has as smoothly run a primary election as possible, the undersigned associations offer short and long-term recommendations:

1. **Immediate**

- a. Through election day, publish an escalation matrix with specific tiers, including names, contact information, and response-time commitments, so counties can correctly flag issues by severity. An escalation tier should include a process for data issues that counties can't address, with a method to notify the proper personnel at the SOS or Civix immediately.
- b. Require Civix to provide a clear timeline of any planned updates to the TEAM system through the primary. A timeline allows counties to appropriately prepare for any changes to TEAM.
- c. Provide a direct liaison for county and district clerks to share challenges with the jury. The SOS is understandably hyper-focused on the primary, and this would ensure that clerks properly filter jury challenges from election management.

## 2. Long-term

- a. Following the primary, establish a longer-term notification and guidance process by which Civix can give comprehensive status updates on all aspects of TEAM. This should include timelines and progress updates in resolving issues, future feature updates, and messaging to counties as specific problems develop that may not necessarily be statewide.
- b. Create a standing working group with county officials that allows counties to provide timely feedback on TEAM, assist with troubleshooting new system features, and support the state by facilitating guidance and resources for all counties.
- c. Counties would support collaborating with the SOS to establish a real-time system status dashboard. This dashboard could allow county officials to verify whether a known issue is already being addressed, reducing the spread of unofficial (and potentially inaccurate) information and ensuring that any ongoing issues are reported to the SOS.

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The TEAM rollout is a complicated process, made even more complex by the bankruptcy of the state's largest third-party vendor and redistricting. Counties are the state's partners in running fair and safe elections, and these suggestions are intended to provide direct feedback on concerns raised across the state while also emphasizing our commitment to working together on behalf of Texas voters.

We thank you for your partnership and stand ready to collaborate on the continued implementation of TEAM and to make exhaustive efforts to ensure the best possible election.

Sincerely,

Kristin Miles  
Bastrop County Election Administrator  
TACEO - President

Sandra Roblez  
Yoakum District Clerk  
CDCAT - President

Rick Thompson  
CJCAT - Program Director

Christina McMurray, PCAC  
Randall County Tax-Assessor Collector  
TACA - President

**DECLARATION**

My name is Shannon Barnett, I am over 18 years of age; and my address is 4250 Harvest Hill, Dallas, Tx 75244

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # \_\_\_\_\_ in Dallas County, or (ii) I have volunteered or served as a N/A in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes:

Have served as precinct chair, clerk, ballot board member, poll watcher

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on April 16, 2026.

signed:

Shannon Barnett

printed name:

Shannon Barnett

email:

barnettss@sbeglobal.net

phone:

214.482.2047

DECLARATION

My name is Diane Benjamin; I am over 18 years of age; and my address is 6530 WAGGONER DR, DALLAS, TX 75230.

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 2021 in Dallas County, or (ii) I have volunteered or served as a VOLUNTEER FORMER CLERK in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes:

very disturbing that a man of such scholar by gifts and attributes would "ambush" himself by his abuse of power and violations of the election codes to the detriment of our PARTY + himself!

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on 15 of April, 2026.

signed: Diane Benjamin

printed name: Diane BENJAMIN

email: dianeblb@sbcglobal.net

phone: 214-215-3604

**DECLARATION**

My name is Elizabeth T. Biesel; I am over 18 years of age; and my address is 3608 Southwestern Blvd Dallas TX 75225.

I declare under penalty of perjury that the following statements are true and correct:

1. I do not currently hold the position of Republican Precinct Chair in Dallas County.
2. I have been personally present at events concerning Dallas County Republican Party Executive Committee (“CEC”), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp the Precinct Chairs’ Resolution and Vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.
3. Additional Notes: I sign this Declaration as member of the Hand Count Team for 2025, an Election Judge for Election Day and/or Early Voting since 2009, a former Precinct Chair Pct #2221, and former member of both the DCRP Election Integrity Committee and the DCRP Election Oversight Committee.
4. I join others in asking Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on April 15, 2026.

signed: Elizabeth T. Biesel

printed name: Elizabeth T Biesel

email: \_etbskier58@proton.me phone: 214.794.1592

DECLARATION

My name is Wesley D. Bowen; I am over 18 years of age; and my address is 1802 Normandy Dr Richardson TX 75082

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 2509 in Dallas County, or (ii) I have volunteered or served as a member of Election Oversight Committee in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes:

I signed the original letter to Allen West on  
March 31, 2026

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on April 16, 2026.

signed:

Wesley D. Bowen

printed name:

Wesley D. Bowen

email: wdbowen@protonmail.com phone: (214) 632-1244

**DECLARATION**

My name is Janie Brittain; I am over 18 years of age; and my address is 1318 O Shannon Lane, Garland TX 75044.

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 1737 in Dallas County, *and* or (ii) I have volunteered or served as an Election Clerk in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes:

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4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on 7-16-, 2026.

signed: Janie Brittain

printed name: Janie Brittain

email: janie@brittainhome.net phone:

972-765-3586

**DECLARATION**

My name is Bess Brooks; I am over 18 years of age; and my address 3141 Central Blvd, Dallas TX 75225 is

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 2222 in Dallas County, or (ii) I have volunteered or served as a Precinct Chair in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes:

\_\_\_\_\_  
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\_\_\_\_\_

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on April 16, 2026.

Bess Brooks

signed:

printed name: Bess Brooks

email: rosebess8@gmail.com phone: 214-478-4998

DECLARATION

My name is Kevin Caldwell; I am over 18 years of age; and my address is 14127 Tanglewood Drive, Farmers Branch, Texas 75234.

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair #\_\_\_\_\_in Dallas County, or (ii) I have volunteered or served as an Election Clerk in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee (“CEC”), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes:

\_\_\_\_\_  
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4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on April 15, 2026.

signed: April 15, 2026

printed name: Kevin L. Caldwell

email:KevinLcaldwell@hotmail.com phone: 214-394-4720

DECLARATION

My name is THOMAS T. DAVIS; I am over 18 years of age; and my address 21202 BOWVIEW BLVD DALLAS TX 75209 is

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 4019 in Dallas County, or (ii) I have volunteered or served as a POLL WATCHER in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

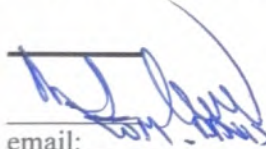
3. Additional Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on APRIL 16, 2026.

signed:



printed name: THOMAS T. DAVIS

email: tom.davis@norredlaw.com phone: 214-295-1907

**DECLARATION**

My name is Linda Deskin; I am over 18 years of age; and my address is 613 Maydelle Ln., Garland Tx 75042.

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 1703 in Dallas County, or (ii) I have volunteered or served as a \_\_\_\_\_ in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on April 16, 2026.

signed:

Linda Deskin

printed name:

Linda Deskin

email: Lindadeskin@msn.com phone: 469-744-7426

DECLARATION

My name is Fely Archiburg; I am over 18 years of age; and my address is 1709 Aubrey Dr Richardson, TX is

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 2511 in Dallas County, or (ii) I have volunteered or served as a Chair in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes:

Paul Watcher

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on 16th of April, 2026.

signed:

Fely Archiburg

printed name:

FELY ARCHIBURG

email:

felyarchiburg@gabos.com phone:

**DECLARATION**

My name is Roy GERTIN; I am over 18 years of age; and my address is 2208 RMA CT, IRVING TX 75060.

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 4601 in Dallas County, or (ii) I have volunteered or served as a JUDGE / CLERK in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on 4/15, 2026.

signed: Roy A. Gertin

printed name: Roy A. GERTIN

email: ROYGERTIN4601@GMAIL.COM phone: 972-816-0783

**DECLARATION**

My name is James Hirsler; I am over 18 years of age; and my address 3634 Granada Dallas TX 75205 is

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 2224 in Dallas County, or (ii) I have volunteered or served as a \_\_\_\_\_ in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on April 16, 2026.

signed: [Signature]  
printed name: \_\_\_\_\_

email: James.hirsler@shcgl-bd.net phone: 214 683-1556

**DECLARATION**

My name is Michael Hook; I am over 18 years of age; and my address is 2350 Ballycastle Dr. Dallas, TX 75228.

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 1115 in Dallas County, and (ii) I have volunteered or served as a pollwatcher in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes: \_\_\_\_\_ This is one among many critical steps in re-establishing propriety in our Constitutional Republic. Legitimate American elections cannot be accomplished without precinct-only voting. Countywide voting must be completely eliminated in order to work our way back to legitimacy in our Constitutional Republic. Lawlessness runs Dallas City and Dallas County. We citizens are the boss in terms of governing our governments.

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and will contribute to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on April 15, 2026.

signed: Michael Hook

printed name: Michael Hook

email: corruptionaplenty@proton.me phone: 214 263 6449

DECLARATION

My name is Jeremy Jackson; I am over 18 years of age; and my address is

1130 Meandering Way Garland, TX 75040

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 1745 in Dallas County, or (ii) I have volunteered or served as a Precinct Chair in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.


3. Additional Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on April 16, 2026.

signed:

\_\_\_\_\_ 

printed name: Jeremy Jackson

email: jeremy.jackson@protonmail.com phone: 214-429-0631

**DECLARATION**

My name is Melissa Katz; I am over 18 years of age; and my address is 7020 Teakwood Drive, Dallas, TX 75240

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 2057 in Dallas County, or (ii) I have volunteered or served as a Election Judge, Poll Watcher in Dallas County. Texas Delegate

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

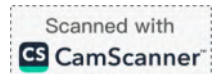
3. Additional Notes:  
I served as a Poll Watcher in the Recount for Barry Wernick Candidate for House District 108 in Texas. I've served as an Election Judge in Dallas County.

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on April 15, 2026.  
signed:

\_\_\_\_\_  
printed name: Melissa Katz

email: melissamkatz5@yahoo.com phone: 214-641-4565



**DECLARATION**

My name is Barbara Kille; I am over 18 years of age; and my address is 4815 TW 111 Post Rd.

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 2004 in Dallas County, or (ii) I have volunteered or served as a clerk in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on April 16, 2026.  
signed: Barbara A Kille  
printed name: Barbara Kille

email: bkille55@gmail.com phone: 972-679-9057

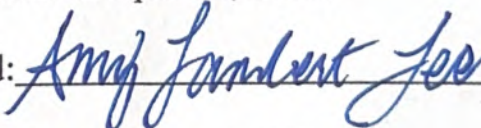
DECLARATION

My name is Amy Lambert Lee; I am over 18 years of age, and my address is 2015 W. Colorado Blvd, Dallas, TX 75208.

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair #4079 in Dallas County, or (ii) I have volunteered or served as a Precinct Chair, Election Clerk, and Poll Watcher at Central Count in Dallas County.
2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC") and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.
3. Additional Notes: I signed the original letter to Chairman West on March 31, 2026.
4. I have employed Warren V. Norred of Norred Law, PLLC, to resolve the CEC dispute and have contributed funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on April 15, 2026.

Signed: 

Printed Name: Amy Lambert Lee

email: OCPct4079@protonmail.com

phone: 432.553.5165

**DECLARATION**

My name is Preeti Malladi; I am over 18 years of age; and my address is  
1206 Caladium Ave, Richardson, TX, 75080.

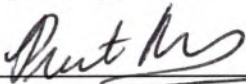
I declare under penalty of perjury that the following statements are true and correct:

1. In Dallas County, I have volunteered or served as a
  1. Resolutions Committee member (voted on the Election resolutions)
  2. Bylaws Committee member
  3. Former Hand Count Task Force co-chair
  4. Former Dallas County Republican Precinct Chair
  5. Election Alt Judge, Election Clerk, L and A Testing Board member, Central Count clerk and Poll watcher
  
2. I have personally attended events or meetings concerning the Dallas County Republican Party (DCRP) County Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

## 3. Additional Notes:

1. As a member of the DCRP Resolutions Committee, I voted on and passed the Resolution to return the DCRP 2026 Primary to precinct-based voting and withdraw from the Countywide Polling Program. In addition, I presented the resolution at the September 15, 2025 CEC meeting at which time the CEC voted in overwhelming numbers for the resolution.
2. In a letter dated March 9, 2026, I gave notice to the DCRP chair that any amendment to the election's services contract dated 12-31-2026 must be presented to the CEC, debated, and voted on. (see attached)
4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on April 15, 2026.

signed: 

printed name: Preeti Malladi

email: preeti.malladi@gmail.com phone: 214-282-2782

**Preeti** <preeti.malladi@gmail.com>

Mon, Mar 9,

11:19 PM

to Allen, me, Ally, BBiesel, Mike, Barry, Stan, Lee, Susan, Wes, Madeline

Chairman West,

I had heard today that there were some discussions regarding changing the precinct-based voting from the Primary to County-wide voting for the Runoff. I am writing to respectfully express my opinion that we should maintain precinct-based voting for the runoff for the following reasons:

1. The main issues arose from erroneous information from the DCED pollbook, website, and navigators as well as the SOS website and erroneous texts from the SOS which led some people to go to multiple and wrong locations. Our DCRP website link worked well. We must give Paul and Jason the opportunity to investigate the programming and training issues, explain the root causes and those responsible, and correct expeditiously. I believe there may be sabotage from elements who want to kill separate and precinct based primary elections.
2. The precinct-based voting is the more auditable and constitutionally sound form of voting which preserves the secrecy and sanctity of the ballot box. Dallas County did this until 2019 when the County-wide polling program was implemented. Those voters who want county-wide voting can still vote for 11 days in early voting. Reverting back to county-wide for election day would be our accepting the narrative being laid out that the Republicans are to blame and also that County-wide voting is better. I spoke at length with Barry Wernick, and he told me all of the voters he spoke with and explained the reasoning behind precinct-based voting were very happy and supportive of it!

3. All of the primary voters who vote in the runoffs will understand the process and know where to go for the runoff. The new voters who did not vote in the primary will need to be educated. But also, the DCED and SOS must explain and correct the issues. And possibly just use our DCRP link.
4. The precinct combinations and polling locations are all set. The work has been done. Since the runoffs include races that cover the entire county (Senate, AG), we would just need to repeat the same combinations and locations. If you revert to county-wide, you will increase your locations from 243 to 450 vote centers potentially and would need to man all of those locations.
5. The precinct-based voting in the contract covers the primary and the runoff. Making an amendment to the contract would require agreement from the CEC and a vote.

On a separate topic, I volunteered to help Mike Slaton at Central Count the evening of Friday (at the end of early voting) through Wednesday morning when Mike signed the preliminary reconciliation form at 7AM. Mike will explain in more detail and Jason and Casey (spelling?) from DCED know the issues as well. Everything was working well with the separate central count processes and utilizing our Republican volunteers in conjunction with DCED staff. Paul, Jason, and Casey seem truly sincere in their efforts to conduct a smooth election. The main issue which was extremely frustrating and inexplicable by all of us was the fact that three major regional sites (representing fully *one third* of the Republican votes for Election Day) did not bring the USBs and other materials into Central Count until after 3AM even though the documentation showed that the judges had delivered these between 8 PM and 10:30 PM the night before. Our Republican Central Count clerks and Judge and the entire DCED central count team were left waiting in the middle of the night. Paul and Jason addressed this issue with VotingSites and the regional teams after the last Nov

election but the problem was even worse this election. This should be investigated and people held accountable. There are other more minor process improvements that Mike can address.

Finally, I have been tracking the DCED reports published on their website on a daily basis and have done some analysis. There are anomalies that should be explained including data inconsistencies between reports, changes to data from previous dates days later, totals that don't match voter rosters, blank voter IDs, a few duplicate voters etc. Malissa tried to answer some of my questions but there are other anomalies and questions left unanswered or answered inadequately.

I think a meeting with our Party election workers to debrief and collate issues/ideas would be helpful and give confidence to the volunteers that the Party will act on these issues. A meeting with Paul and DCED to debrief and then analyze and resolve the issues is vital as well.

Thank you for your attention and consideration.

Preeti Malladi, MD, FACS

Precinct 2523

Dallas County

DECLARATION

My name is Dick Arthur; I am over 18 years of age; and my address is 301 Xavier Drive, Garland, TX 75043.

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 1717 in Dallas County, or (ii) I have volunteered or served as a \_\_\_\_\_ in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes:

I am also an Election Judge and Clerk with DCED

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on April 16, 2026.

signed:

Dick Arthur Mastin

printed name:

Dick Arthur Mastin

email: dmastin18@tx.rr.com phone: (214) 668-6106

DECLARATION

My name is Aaron McGrue; I am over 18 years of age; and my address is

135 Gilbert Circle Grand Prairie TX

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 4518 in Dallas County, or (ii) I have volunteered or served as a \_\_\_\_\_ in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes:

N/A

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on April 15, 2026.

signed: Aaron Mc

printed name: Aaron McGrue

DECLARATION

My name is Ms Anna Nelson (AMAB) am over 18 years of age; and my address is 6520 Coakley Hill

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 3053 in Dallas County, 3053 or (ii) I have volunteered or served as a Clerk + Judge in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes:

We work together as a Body of Christ for the well being of the Party & Dallas County for the people.

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on April 16, 2026.

signed:

Ms Anna Nelson (AMAB)

printed name:

Ms. Anna Nelson (AMAB)

email:

Nelson2007@StateLab.net

phone:

DECLARATION

My name is HELEN MAY NICHOLS; I am over 18 years of age; and my address is 3620 LONGCOURT CIR MESQUITE TX 75150

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 1326 in Dallas County, or (ii) I have volunteered or served as a poll watcher in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on April 16, 2026.

signed: Helen May Nichols

printed name: HELEN MAY NICHOLS

email: hmnicholswpm@gmail.com phone: 214 629-5785

DECLARATION

My name is ALAN K. ORR; I am over 18 years of age; and my address is 810 MAILARD DR., CUPPELL TX 75019.

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 2804 in Dallas County, or (ii) I have volunteered or served as a Election Judge in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on April 16, 2026.

signed:

printed name:

Alan K. Orr  
Alan K. Orr

email:

Patriot4Texas@

phone:

469 323 8410

outlook.com

**DECLARATION**

**Exhibit 8**

Appendix, pg. 69 of 82

My name is ANNE PALLES; I am over 18 years of age; and my address is 3200 BEVERLY DR.

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 2202 in Dallas County, or (ii) I have volunteered or served as a \_\_\_\_\_ in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes:

I signed original letter to Allen West on March 31, 2026.

AVP CONTRIBUTED TO

4. I have employed <sup>NEXT OF</sup> Warren V. Norred of Norred Law, PLLC to resolve the CE dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on 4-15-26, 2026.

signed: [Signature]

printed name: ANNE PALLES

email: Annepalles@aol.com phone: 214-21-4454

DECLARATION

My name is EMMA PETTY; I am over 18 years of age; and my address is

2805 WELLS RD, IRVING TX 75061

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 4610 in Dallas County, or (ii) I have volunteered or served as a \_\_\_\_\_ in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on April 16, 2026.

signed: Emma Petty  
printed name: EMMA PETTY

email: TXEMMAP@VERIZON.NET phone: 972-822-4452

DECLARATION

My name is ROGER C. PRYOR; I am over 18 years of age; and my address 2753 Aldwick Dr. Dallas TX 75238 is

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 1144 in Dallas County, or (ii) I have volunteered or served as a Election Judge in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on April 16, 2026

signed:

Roger C. Pryor

printed name:

ROGER C. PRYOR

email: \_\_\_\_\_

phone: \_\_\_\_\_

DECLARATION

My name is PHILLIP C. RUSSELL I am over 18 years of age; and my address is 12427 VERONICA CIR FARMERS BRANCH TX 75234

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 2310 in Dallas County, or (ii) I have volunteered or served as a CLERK in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

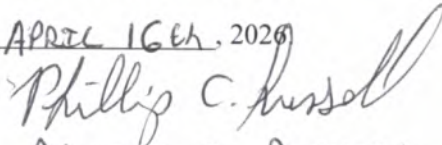
3. Additional Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on APRIL 16th, 2020

signed:



printed name:

PHILLIP C. RUSSELL

email: claynbarb@sbcglobal.net phone: 972-345-3821

DECLARATION

My name is Donna Shelton I am over 18 years of age; and my address is 5704 Spring Valley Rd # 1073, Dallas TX 75254

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 2055 in Dallas County, or (ii) I have volunteered or served as an ELECTION JUDGE in Dallas County. Volunteer Deputy Registrar

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on April 16, 2026.

signed: Donna Shelton  
printed name: Donna Shelton

email: dshel59@shelglobal.net phone: 469-644-1226  
(m)

DECLARATION

My name is MICHAEL SLATON; I am over 18 years of age; and my address is 305 BROOKWOOD FOREST SUNNYVALE TX 75182.

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 3500 in Dallas County, or (ii) I have volunteered or served as a ELECTION JUDGE CENTRAL in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes:

AS RECENTLY AS APRIL 8, 2024 IN AN EMAIL I ASKED  
"SO IS THERE GOING TO BE SOME DISCUSSION AND ANSWERS? ARE YOU  
GOING TO WITHDRAW THIS AMENDED CONTRACT, WHICH DID NOT HAVE CEC APPROVAL?"  
TO ALLEN, SUSAN, & CEC

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on APRIL 15, 2026.

signed: Michael Slaton

printed name: MICHAEL SLATON

email: mike@slatonfs.com

phone: 214-232-6012

**DECLARATION**

My name is Barb Stauffer; I am over 18 years of age; and my address 5509 CASTLEVIEW LN, GARLAND TX 75044 is \_\_\_\_\_

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 1752 in Dallas County, or (ii) I have volunteered or served as a \_\_\_\_\_ in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on April 16, 2026.

signed: [Signature]

printed name: BARB STAUFFER

email: bjbstauffer@yahoo.com phone: 214-497-6412

DECLARATION

My name is Nathaniel Weymouth I am over 18 years of age; and my address is 8600 Thackeray St Apt 8205 Dallas TX 75225

I declare under penalty of perjury that the following statements are true and correct:

1. (i) I hold the position of Republican Precinct Chair # 2026 in Dallas County, or (ii) I have volunteered or served as a \_\_\_\_\_ in Dallas County.

2. I have personally attended events or meetings concerning the Dallas County Republican Party Executive Committee ("CEC"), and write this declaration in support of legal action to resolve the dispute. As the CEC has duties concerning elections, I believe that the actions by Chairman Allen West and Dallas County Elections Administrator Paul Adams are an attempt to usurp my vote for precinct-based voting and elimination of county-wide voting on Election Day during the 2026 Primary Runoff.

3. Additional Notes:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. I have employed Warren V. Norred of Norred Law, PLLC to resolve the CEC dispute and have contributed to funds to pay for him and his firm for that purpose.

Executed in Dallas County, State of Texas on April 16, 2026.  
signed: \_\_\_\_\_

\_\_\_\_\_ printed name: Nathaniel Weymouth  
email: nweymouth@att.net phone: \_\_\_\_\_  
214-773-4226

**ELECTION COMPLAINT TO THE TEXAS SECRETARY OF STATE**

Docket Number

**OFFICE USE  
ONLY**Date Hand-delivered or Date Postmarked  
/ /

Please read the Important Information at the end of this document. The Secretary of State has no authority to order a new election, change an election result, or conduct a criminal investigation. A complaint filed with this form will not alter the results of an election.

This complaint form **MUST BE SIGNED** before it is submitted to the Secretary of State; therefore, you must print it out and sign it before mailing or faxing a copy or emailing a scanned, signed copy.

**I. IDENTITY OF COMPLAINANT**

1 COMPLAINANT NAME	MS / MRS / MR	FIRST	MI
	Mr Stan		
	NICKNAME	LAST	SUFFIX
		Woodward	
2 COMPLAINANT PHYSICAL ADDRESS	ADDRESS (TO INCLUDE APT / SUITE # IF APPLICABLE)	CITY	STATE ZIP CODE
	10010 Hollow Way Road	Dallas	TX 75229
(Full home or business address, including street, city, state, and zip code)			
3 COMPLAINANT MAILING ADDRESS	ADDRESS (TO INCLUDE APT / SUITE # IF APPLICABLE)	CITY	STATE ZIP CODE
	(same as above)		
(Full home or business address, including street, city, state, and zip code)			
4 COMPLAINANT TELEPHONE NUMBER	AREA CODE	PHONE NUMBER	EXT
	(214)	696-1570	
5 COMPLAINANT E-MAIL ADDRESS	stanwoodward@me.com		

**II. IDENTITY OF RESPONDENT**

PERSON OR ENTITY COMMITTING ALLEGED VIOLATION(S)

6 RESPONDENT NAME	MS / MRS / MR	FIRST	MI
	Mr. Allen		
	NICKNAME	LAST	SUFFIX
		West	
7 RESPONDENT POSITION OR TITLE	Chairman, Dallas County Republican Party		
8 RESPONDENT PHYSICAL ADDRESS	ADDRESS (TO INCLUDE APT / SUITE # IF APPLICABLE)	CITY	STATE ZIP CODE
	11617 N Central Expy Suite 240	Dallas	TX 75243
(Full home or business address, including street, city, state, and zip code)			
9 RESPONDENT MAILING ADDRESS	ADDRESS (TO INCLUDE APT / SUITE # IF APPLICABLE)	CITY	STATE ZIP CODE
	(same as above)		
(Full home or business address, including street, city, state, and zip code)			
10 RESPONDENT TELEPHONE NUMBER	AREA CODE	PHONE NUMBER	EXT
	(469)	616-9220	
11 RESPONDENT E-MAIL ADDRESS (IF KNOWN)	abw.diver@gmail.com		

**GO TO PAGE 2**

NOTICE: THIS COMPLAINT IS PUBLIC RECORD ONCE REVIEW IS COMPLETED BY THE SECRETARY OF STATE AND/OR ATTORNEY GENERAL.

Revised 2/28/2014

**III. NATURE OF ALLEGED VIOLATION****Page2**

If you believe that a criminal violation of the Code has occurred, please state the specific acts committed by the person or entity named in this complaint, along with a reference to the section of the Code alleged to have been violated, if known. If you need more space, please attach a separate sheet.

**SPECIFIC VIOLATIONS**

Texas Bill of Rights, Article 1, Section 28

“No power of suspending laws in this State shall be exercised except by the Legislature.”

Chairman West does not have authority to suspend or waive TEC §§ 31.091(3) and 31.093(c).

Texas Constitution, Article 6, Section 4

“In all elections by the people, the vote shall be by ballot, and the Legislature shall provide for the numbering of tickets and make such other regulations as may be necessary to detect and punish fraud.”

The CEC specifically voted for precinct-based election day voting to better detect and punish fraud at the precinct level, protect auditability, and protect ballot secrecy. Unilaterally changing this format undermines that constitutional purpose.

Texas Election Code §§ 31.091(3) and 31.093

“Contracting authority” is defined as the county executive committee of a political party. The duty to contract rests with the county executive committee, not the county chair acting alone. Chairman West lacks unilateral authority to amend or override the CEC-approved contract.

Texas Election Code § 276.019

A public official or election official may not create, alter, modify, waive, or suspend any election standard, practice, or procedure mandated by law in a manner not expressly authorized by the Code. Chairman West’s actions appear to violate this prohibition.

Texas Penal Code Violations

- § 39.02 – Abuse of Official Capacity
- § 39.03 – Official Oppression
- § 37.11 – Impersonating a Public Servant

By purporting to exercise authority he does not lawfully possess, Chairman West is depriving the CEC of its statutory right to contract with the county Elections Department and to conduct the primary runoff in accordance with its own resolution.

ATTACH ADDITIONAL PAGES AS NEEDED

**IV. STATEMENT OF FACTS**

**State the facts constituting the alleged violation(s), including the dates on which or the period of time in which the alleged violation(s) occurred. Identify allegations of fact not personally known to the complainant, but alleged on information and belief. Please use simple, concise, and direct statements.**

**ELECTION IN WHICH VIOLATION(S) OCCURRED**

NAME OF ELECTION Primary Election - Runoff Election DATE OF ELECTION 05 / 26 / 26  
MM/DD/YYYY  
COUNTY OR POLITICAL SUBDIVISION Dallas, Texas PRECINCT All Dallas Precincts

**BACKGROUND**

On September 15, 2025, the Dallas County Republican Party Executive Committee (CEC) overwhelmingly voted to approve and ratify a resolution titled "Resolution to Conduct a Separate (Not Joint) 2026 DCRP Primary Election and Eliminate County-Wide Voting and Return to Precinct-Based Voting."

Pursuant to that resolution, the CEC authorized and ratified a contract with the Dallas County Elections Department (DCED) for separate, non-joint, precinct-based election day voting for both the March 3, 2026 Primary and the May 26, 2026 Runoff on December 31, 2025.

Despite this clear directive from the governing body of the Party, DCRP County Chair Allen West has unilaterally decided to revert to countywide voting for the primary runoff on May 26, 2026.

On March 3, 2026, the statewide primary was held. Confusion and chaos was caused by DCED personnel ("navigators"), DCED website navigation links, and SOS website navigation links sending voters to the wrong polling locations. The navigation link available at dallasgop.org for polling locations worked and sent voters to correct locations.

March 4-16, 2026, widespread media coverage alleging chaos and confusion caused by the DCRP, not the county or SOS, and internal discussion (see Exhibit) about Chairman West's desire to end Precinct-Based voting.

On March 16, 2026, Chairman West did not attend a normally scheduled CEC meeting where this issue could have been debated, a motion voted on, etc. and no motion or debate was made.

On March 17, 2026, Chairman West issued a press release announcing the unilateral change to countywide voting for the runoff (Exhibit 1) on his authority and intent to sign an Amended Agreement.

On March 17, 2026, the EA for DCED was notified that they were about to sign an illegal Amended Agreement given the CEC had never authorized or voted to approve an Amendment.

On March 18, 2026, an Amended Agreement ("First Amendment") was made and signed by Chairman West and the EA for DCED.

On March 29, 2026, a large number of PC's and volunteers sent a letter to Chairman West respectfully requesting his resignation to avoid further violations of Texas statutes (See above and attached Exhibits). He declined to resign.

**ATTACH ADDITIONAL PAGES AS NEEDED**

**V. LISTING OF DOCUMENTS AND OTHER MATERIALS****Page 4**

List all documents and other materials filed with this complaint. Additionally, list all other documents and other materials that are relevant to this complaint and that are within your knowledge, including their location, if known.

**EXHIBITS**

The following documents are attached as Exhibit Package (one combined PDF attachment):

- Exhibit 1 – Press Release issued by Chairman Allen West, dated March 17, 2026
- Exhibit 2 – Letter requesting Chairman West's resignation, dated March 29, 2026
- Exhibit 3 – September 15, 2025 CEC Resolution
- Exhibit 4 – December 31, 2025 Contract with DCED
- Exhibit 5 – January 8, 2026 Email from Chairman West naming Susan Cumby as lead for executing Resolution 1
- Exhibit 6 - March 9, 2026 Email from Preeti Malladi to West about his desire to move to countywide
- Exhibit 7 – March 17 & 19, 2026 Emails from Precinct Chair Stan Woodward to DCED
- Exhibit 8 – March 20, 2026 Email exchange with County Attorney James R. Palomo
- Exhibit 9 – March 30, 2026 Email from Susan Cumby regarding countywide voting
- Exhibit 10 - April 6th First Amendment received dated March 18

Thank you for your immediate attention to this serious matter. We are available to provide any additional information or testimony.

ATTACH ADDITIONAL PAGES AS NEEDED

**VI. SIGNED STATEMENT**

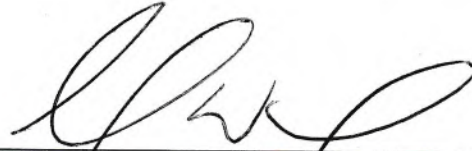
I, Stan Woodward

PRINTED NAME OF COMPLAINANT

, the undersigned,

under penalty of perjury do swear or affirm that the information contained in this complaint is true and correct to the best of my knowledge.

I have read and understand the accompanying instructions, and I am aware that completion of this form cannot and will not alter the outcome of the election.



SIGNATURE OF COMPLAINANT

**NOTICE: THIS COMPLAINT IS NOT CONFIDENTIAL; ONCE REVIEWED BY THE SECRETARY OF STATE, IT WILL BE TREATED AS A PUBLIC RECORD.**

**REMINDER: YOU MUST SIGN THIS FORM PRIOR TO SUBMITTING**

**IF MAILING, PLEASE SEND TO:**

Texas Secretary of State  
Elections Division  
c/o Legal Dept.  
P.O. Box 12060  
Austin, TX 78711

**IF FAXING, PLEASE SEND TO:**

512.475.2811

**IF EMAILING, PLEASE SEND TO:**

elections@sos.texas.gov

## VII. IMPORTANT INFORMATION

Pursuant to Section 31.006 of the Texas Election Code (the "Code"), the Office of the Secretary of State (the "Secretary of State") has the ability to refer elections complaints to the Office of the Attorney General (the "Attorney General"). If, after receiving a complaint alleging criminal conduct in connection with an election, the Secretary of State determines that there is reasonable cause to suspect that the alleged criminal conduct occurred, the Secretary of State shall promptly refer the complaint to the Attorney General. The Secretary of State shall deliver to the Attorney General all pertinent documents in the Secretary of State's possession.

Any person who believes that a criminal violation of the Code has occurred may file a complaint. In order to initiate the complaint process, a written and signed complaint must be filed with the Secretary of State. The complaint must allege the violation with particularity, identify the person(s) or entity responsible for the alleged violation, and contain a reference to the section of the Code alleged to have been criminally violated, if known.

The Secretary of State has no authority to order a new election, change an election result, or conduct a criminal investigation. This form is to be used solely to document alleged election irregularities and submit allegations of criminal violations of the Code to be referred to the Attorney General. Often complaints will be Code violations that do not amount to criminal violations or acts. These violations are election irregularities which may form the basis of an election contest, but do not carry a criminal penalty. These election irregularities will not be referred to the Attorney General for possible criminal prosecution.

Challenging an election result can be done either through (1) a recount or (2) an election contest. If you are seeking to alter the outcome of the election, you will need to use one of these methods of challenging the results, described below. **A complaint filed with this form will not alter the results of an election.**

### Legal Remedies That May Alter the Election Outcome

#### 1. Recount

Recounts are used only to recount the votes in a particular race (office) or measure. A recount does not have the scope or authority of an election contest in court, i.e., the recount committee will not look at the manner in which voters were qualified to vote in person or by mail or whether voters were eligible to vote in the election. The governing body of an entity cannot conduct a recount on its own motion, e.g., at the canvass.

Please note that recount request deadlines occur soon after the canvass - a recount must be requested not later than two days following the canvass. More information on filing recounts (including form, deposit information, and who and how to file) is available on the Secretary of State's website.

#### 2. Election Contest

If a candidate disputes the outcome of the election, regardless of whether or not a recount has been conducted, and has discovered irregularities, fraud, or mistakes in the conduct of the election that affected or could have affected the outcome, he/she can file an election contest to challenge the election results. The legal question raised by an election contest is whether the outcome of the contested election, as shown by the final canvass, is not (or cannot be conclusively determined to be) the true outcome because (1) illegal votes were counted, or because (2) an election officer or other official administering the election either (i) prevented eligible voters from voting, (ii) failed to count legal votes, (iii) engaged in fraud or illegal conduct, or (iv) erred in some material way.

Contests involving county elections are filed in the district court in the relevant county. In most circumstances, the filing deadline for an election contest is 30 days after the canvass, except in the case of a primary or an election where a runoff is necessary, in which case the deadline for filing is 10 days after the final canvass. If a recount is held and the votes are changed, the date of the canvass of the recount (i.e., final canvass) becomes the new date by which the contest deadline is calculated.

Any losing candidate may contest an election. In a contest of an officer election, the contestant files suit against the election's winner (or in the event that the election outcome is determined by majority vote rather than plurality vote, the person or persons entitled to a place on the runoff ballot). Voters at large within a political subdivision do not possess standing to intervene as parties to an election contest for public office.

In an election contest, the court has the authority to: (1) examine ballots and equipment; (2) compel voters to reveal how they voted; (3) declare an election void if illegal votes are greater than or equal to the number of votes necessary to change the outcome or cannot ascertain the true outcome of the election; (4) order a new election (or new runoff election), if unable to ascertain true outcome; (5) subtract illegal votes, if able to determine the side for which an illegal vote was cast; or (6) declare outcome of election, if able to ascertain true outcome.

If you think either a recount or an election contest is the proper procedure for the remedy you seek, you may wish to consult private legal counsel regarding your legal options. The Secretary of State staff can provide general guidance on these procedures as well.

### Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Warren Norred on behalf of Warren Norred

Bar No. 24045094

wnorred@norredlaw.com

Envelope ID: 113862260

Filing Code Description: Original Proceeding Petition

Filing Description: Emergency Application for Writ of Mandamus and Injunction

Status as of 4/20/2026 2:54 PM CST

#### Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Warren Norred		wnorred@norredlaw.com	4/20/2026 1:55:49 PM	SENT
Norred Law, PLLC		court@norredlaw.com	4/20/2026 1:55:49 PM	SENT