

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY, PENNSYLVANIA
COVER SHEET - NOTICE OF FILING OF MOTION OR PETITION UNDER
LOCAL RULES OF CIVIL PROCEDURE

CASE CAPTION:

CIVIL CASE NO.

NATURE OF MATTER FILED: *(please check one)*

- | | | |
|--|--|--|
| <input type="checkbox"/> Petition Pursuant to Rule 206.1 | <input checked="" type="checkbox"/> Response to Petition | <input type="checkbox"/> Motion for Judgment on the Pleadings Pursuant to Rule 1034(a) |
| <input type="checkbox"/> Motion Pursuant to Rule 208.1 | <input type="checkbox"/> Response to Motion | <input type="checkbox"/> Summary Judgment Pursuant to Rule 1035.2 |
| <input type="checkbox"/> Family Law Petition/Motion Pursuant to Rule 206.8 | | |

**FILING PARTY IS RESPONSIBLE FOR SERVICE OF THE RULE RETURNABLE
DATE OR HEARING DATE UPON ALL PARTIES**

A motion or petition was filed in the above captioned matter on the 29 day of March, 2023, which:

☐ Requires you, Respondent, to file an Answer within twenty (20) days of the above date to this notice, or risk the entry of an Order in favor of the Petitioner. Answers must be filed and time stamped by the Office of Judicial Support by 4:30 PM on the following date _____, _____.

☐ Requires all parties, to appear at a hearing/conference on the ____ day of _____, _____, at ____ in Courtroom ____, Delaware County Courthouse, Media, Pennsylvania. At this hearing/conference you must be prepared to present all testimony and/or argument, and must ensure that your witnesses will be present.

☐ Was timely answered, thus requiring the scheduling of the following hearing in the above captioned matter on: _____, _____ at 10:00 AM in Courtroom ____.

At this hearing, all parties must be prepared to present all testimony and/or argument and **must ensure that their witnesses will be present.**

☐ Qualifies as an Uncontested Motion or Petition, and as such requires neither an answer from the Respondent nor the scheduling of a hearing in this matter.

☐ Has been assigned to Judge _____.

FOR OFFICE USE ONLY

Mailing date: _____

Processed by: _____

VERIFICATION

Robert Mancini states is making this verification. I verify that the statements are true and correct to the best of my knowledge, information, and belief. I understand that false statements made herein are subject to the penalties of 18 PA. C.S,Subsection 4904, relating to unsworn falsification to authorities

Date : 29 March 2023

Robert Mancini

Robert Mancini
4 Guernsey Lane

Media PA 19063

Phone 610-506-9827

Represent Self

Fax- None

Email Delcocyber@gmail.com

IN THE COURT OF COMMON PLEAS OF DELAWARE COUNTY

COUNTY OF DELAWARE
201 W. FRONT STREET
MEDIA, PA 19063

PETITIONER

v.

ROBERT MANCINI
4 GUERNSEY LANE
MEDIA, PA 19063

RESPONDENT

ADMINISTRATIVE AGENCY
APPEAL (RIGHT TO KNOW
LAW)

NOS. 2023-000307
2023-001509
2023-002153
2023-002255

Response to Petition to Consolidate Administrative Agency Appeals

Respondent, Robert Mancini, files the following Response to Petition to Consolidate Administrative Agency Appeals under Delaware County Court of Common Pleas Docket Nos 2023-000307, 2023-001509, 2023-002153, & 2023-002255

1. [Admitted in Part]

Respondent won all appeals in case filed with Office of Open Records

2. [Admitted]

3. [Admitted in Part]

Delaware County Open Records officer erroneously applied the law.

4. [Admitted in Part]

Respondent followed the procedure specified in Right to Know Law Chapter 11

5. [Admitted in Part]

All records in in Right to Know Law are deemed public and list exemptions of such records in section 708. None of these records fall into these exemptions.

6. [Admitted]

25 PS § 2648 states

The records of each county board of elections, general and duplicate returns, tally papers, affidavits of voters and others, nomination petitions, certificates and papers, other petitions, appeals, witness lists, accounts, contracts, reports and other documents and records in its custody, except the contents of ballot boxes and voting machines and records of assisted voters, shall be open to public inspection, except as herein provided and may be inspected and copied by any qualified elector of the county during ordinary business hours, at any time when they are not necessarily being used by the board, or its employees have duties to perform thereto: Provided, however, That such public inspection thereof shall only be in the presence of a member or authorized employe of the county board, and shall be subject to proper regulation for safekeeping of the records and documents, and subject to the further provisions of this act: And provided further, That general and duplicate returns, tally papers, affidavits of voters and others, and all other papers required to be returned by the elections officers to the county board sealed, shall be open to public inspection only after the county board shall, in the course of the computation and canvassing of the returns, have broken such seals and finished for the time, their use of said papers in connection with such and canvassing.

Records are public.

As such Section 1304 provide for

1) the agency receiving the original request willfully or with wanton disregard deprived the requester of access to a public record subject to access or otherwise acted in bad faith under the provisions of this act; or

(2) the exemptions, exclusions or defenses asserted by the agency in its final determination were not based on a reasonable interpretation of law.

As such, I would like to establish the rate for reasonable attorneys' fees at \$450 per hour base on Appendix A & Appendix B as Delaware County is obliged to follow state law.

7. [Admitted]

8. [Admitted in part, Denied in part]

The two thing these cases have in common is 1) they are all paid for by the \$2,100,000 Election Integrity Grant and 2) they all demonstrate an effort by Delaware County to delay and avoid complying with the Right to Know Law.

Otherwise

CV-2023-000307 is a technical procedure for secure build of Electronic Voting Machines set for by Help America Vote Act, Requirements set for by The Election Assistance Commission, of which a EAC certification is required for use in an election, and sworn to in a Logic and Accuracy Affirmation filed with the Secretary of State. This Trial requires the witnesses.

CV-2023-001509 is the list of Absentee Ballots which is covered under Election law, which are public under 25 PS § 2648

CV-2023-002153 is subject to the Right to Know Law by there own admission in the Request for Bid of the Contract and the official ballot which was consolidate by the OOR.

CV-2023-002255 is the Number List of Voters which is covered under Election law, which are public under 25 PS § 2648

9. [Denied]

10. [Agreed]

Each Case requires different preparation and aspects of the law.

11. [Denied]

WHEREFORE, Respondent respectfully requests that this Honorable Court enter an Order for separate trials.

As a matter of procedure, I have not received the certified mail sent in the Certificate of Service as of the writing of this Response, therefore I will be only replying to OOR and Council by email instead of Certified Mail as it will save them time from the scanning the documents.

Dated:

Robert Mancini

Exhibit A

NEW YORK
LONDON
SINGAPORE
PHILADELPHIA
CHICAGO
WASHINGTON, DC
SAN FRANCISCO
SILICON VALLEY
SAN DIEGO
LOS ANGELES
TAIWAN
BOSTON
HOUSTON
AUSTIN
HANOI
HO CHI MINH CITY

DuaneMorris®

FIRM and AFFILIATE OFFICES

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PERSONAL FAX: +1 215 689 3682
E-MAIL: JMParks@duanemorris.com

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SHANGHAI
ATLANTA
BALTIMORE
WILMINGTON
MIAMI
BOCA RATON
PITTSBURGH
NEWARK
LAS VEGAS
CHERRY HILL
LAKE TAHOE
MYANMAR
OMAN
A GCC REPRESENTATIVE OFFICE
OF DUANE MORRIS
ALLIANCES IN MEXICO
AND SRI LANKA

September 19, 2022

VIA E-MAIL

William F Martin
Solicitor
Delaware County, PA
201 W. Front St.
Media, PA 19063

Re: Legal Representation

Dear Mr. Martin:

Thank you for selecting Duane Morris to represent the Board of Elections of Delaware County (hereinafter referred to as "the BOE"), in connection with the action entitled [REDACTED]

[REDACTED] We have agreed that our engagement is limited to performance of services related to this action. Our acceptance of this engagement does not involve an undertaking to represent the BOE or the BOE's interests in any other matter that is not covered by a separate engagement letter. In particular, our present engagement does not include responsibility for review of the BOE's insurance policies to determine the possibility of coverage for the claim asserted in this matter, for notification of the BOE's insurance carriers about the matter, or for advice to the BOE about the BOE's disclosure obligations concerning the matter under any applicable law.

Our fees are based on the time spent and the regular hourly rates of each attorney and legal assistant performing services on BOE's behalf. The hourly rates vary from person to person and are adjusted periodically (usually in January each year). We will be glad to provide you with a schedule of rates presently in effect for all the lawyers, paralegals, practice support professionals (e.g. those who assist with e-discovery), and legal assistants who may be performing work for BOE, if you so desire. Most of the work on the matter will be handled by me. My current standard rate is \$1,160/hour. However, as a courtesy to you, we have agreed that my rate, as well as the rate for other partners on this matter, will be capped at \$450/hour. To the extent that associates become involved in this matter, we will provide you with a 5% discount off their preferred hourly rates for their work on this matter. To the extent possible, I will endeavor to have associates and/or legal assistants, at lower rates, handle appropriate tasks.

DUANE MORRIS LLP

30 SOUTH 17TH STREET PHILADELPHIA, PA 19103-4196

PHONE: +1 215 979 1000 FAX: +1 215 979 1020

William F Martin
September 19, 2022
Page 2

Duane Morris

In the event that any work must be done on an immediate and emergency basis requiring that we set aside other ongoing projects, we may think it appropriate to add a premium to our billing rates in such circumstances. Other factors may be taken into consideration in determining our fees, including the novelty and difficulty of the questions involved; the skill requisite to perform the services properly; the experience, reputation and ability of those performing the services; the time limitations imposed by you or the circumstances; the amount involved and results obtained; and any other factors that may be relevant in accordance with applicable rules of professional conduct. However, these factors will not result in our fees exceeding the indicated amounts based on our hourly rates without prior discussion with you.

We may at any time request an advance fee retainer for any professional fees associated with the matter. Retainers and other funds that belong to the BOE will be held without interest on account by the firm, until disbursed. Such funds may be applied in payment of the BOE's account for legal fees owed or other expenses incurred on the BOE's behalf.

The BOE is solely responsible for, and we will bill you for, all disbursements and out-of-pocket expenses made or incurred on the BOE's behalf. These expenses typically include such items as document reproduction, travel expenses, long distance telephone calls, mailing charges, messenger services, and filing fees. Please note, if we anticipate that substantial expenses will be incurred on the BOE's behalf, we will require that you pay the vendor directly and/or we may require a deposit from you in order to cover such expenses.

Our statements will be rendered monthly and are payable within 30 days. In the event that our statements are not timely paid, or that payment terms satisfactory to us are not established, we reserve the right to renegotiate the terms of this engagement, to terminate it and withdraw from this or any representation of the BOE and/or to pursue our other remedies, including the right to charge you a late fee of up to 1% per month for any statement which has not been paid within 30 days after we sent it to you.

We are happy to discuss our billings with you at any time and will welcome the opportunity to address any questions you may have.

Occasionally it is either necessary or desirable to disclose a client's name, and furtherance of the interests of the client may also require disclosure. In addition, the Firm would like to be able to identify the BOE on its list of representative clients. You understand and agree that the Firm may so identify the BOE.

Given the scope of our business and the scope of our client representations through our various offices in the United States and abroad, it is possible that some of our present or future clients have or will have matters adverse to the BOE while we are representing the BOE. We understand that you have no objection to our representation of parties with interests adverse to the BOE's and waive any actual or potential conflict of interest as long as those other engagements are not substantially related to our services to the BOE.

We agree, however, that your consent to, and waiver of, such representation shall not apply in any instance where, as a result of our representation of the BOE, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in

William F Martin
September 19, 2022
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Duane Morris

any such other matter by such client to the BOE's material disadvantage or potential material disadvantage. By agreeing to this waiver of any claim of conflicts as to matters unrelated to the subject matter of our services to the BOE, you also agree that we are not obliged to notify you when we undertake such a matter that may be adverse to the BOE.

Similarly, new lawyers frequently join our firm. These lawyers may have represented parties adverse to the BOE while employed by other law firms or organizations. We assume, consistent with ethical standards, that you have no objection to our continuing representation of the BOE notwithstanding our lawyers' prior professional relationships.

This will also confirm our understanding that, unless we reach an explicit understanding to the contrary, we are being engaged by, and will represent the BOE, and not any parent, subsidiary or affiliated entities of the BOE, and that we are not being engaged to represent any officers, directors, members, partners, shareholders or employees of the BOE.

The occasion might arise for us to consult, at our expense, with our firm's own counsel (our General Counsel, other firm lawyers working with our General Counsel or outside counsel) regarding our engagement for the BOE. To the extent that we are addressing our own rights or responsibilities, a conflict of interest might be deemed to exist between us and the BOE as to such consultation or resulting communications. The BOE consents to such consultation with our firm's own counsel, agrees that such communications are subject to the firm's attorney-client privilege and waives any claim of conflicts of interest based on such consultation.

Unless previously terminated, our representation of the BOE will terminate upon our sending you our final statement for services rendered in this matter. Following such termination, any otherwise nonpublic information you have supplied to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, your papers and property will be returned to you promptly upon receipt of payment of outstanding fees and costs. Our own files pertaining to the matter will be retained by the firm. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records, and internal lawyers' work products such as drafts, notes and internal memoranda. All such documents retained by the firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

Please do not hesitate to call me if you have any questions or concerns. Once again, we appreciate your confidence in Duane Morris and look forward to working with you to bring this matter to a successful conclusion.

Very truly yours,

J. Manly Parks

JMP:rae

Exhibit B

NEW YORK
LONDON
SINGAPORE
PHILADELPHIA
CHICAGO
WASHINGTON, DC
SAN FRANCISCO
SILICON VALLEY
SAN DIEGO
LOS ANGELES
TAIWAN
BOSTON
HOUSTON
AUSTIN
HANOI
HO CHI MINH CITY

Duane Morris®

FIRM and AFFILIATE OFFICES

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WILMINGTON
MIAMI
BOCA RATON
PITTSBURGH
NEWARK
LAS VEGAS
CHERRY HILL
LAKE TAHOE
MYANMAR
OMAN
A GCC REPRESENTATIVE OFFICE
OF DUANE MORRIS
ALLIANCES IN MEXICO
AND SRI LANKA

October 18, 2022

VIA E-MAIL

William F Martin
Solicitor
Delaware County, PA
201 W. Front St.
Media, PA 19063

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Dear Mr. Martin:

Thank you for selecting Duane Morris to represent the Board of Elections of Delaware County (hereinafter referred to as "the BOE"), in connection with the action entitled [REDACTED]

[REDACTED] We have agreed that our engagement is limited to performance of services related to this action. Our acceptance of this engagement does not involve an undertaking to represent the BOE or the BOE's interests in any other matter that is not covered by a separate engagement letter. In particular, our present engagement does not include responsibility for review of the BOE's insurance policies to determine the possibility of coverage for the claim asserted in this matter, for notification of the BOE's insurance carriers about the matter, or for advice to the BOE about the BOE's disclosure obligations concerning the matter under any applicable law.

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DUANE MORRIS LLP

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PHONE: +1 215 979 1800 FAX: +1 215 979 1020

William F Martin
October 18, 2022
Page 2

Duane Morris

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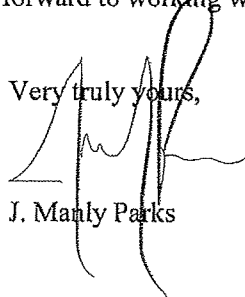
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Very truly yours,



J. Manly Parks

JMP:rae