

Appendix:
Public Comments

April 5, 2010

Maribeth Petrizzi
Chief Litigation II Section
Antitrust Division
United States Department of Justice
450 Fifth Street, NW, Suite 8700
Washington, DC 20530

Dear Ms. Petrizzi:

As an interested third party to the court case involving Election Systems & Software's purchase of Premier Election Solutions, I would like to request that the judgment stipulate that the signed employment and non-compete agreements of former Premier employees be waived as of the purchase date of Premier by ES&S, up to a period of six months following the judgment date. The reason for this request is to prevent ES&S from filing suit against any former Premier employees prior to this judgment based on those agreements.

I am aware that ES&S is not shy in bringing legal action against current or former employees for any reason and without regard to the facts surrounding the incidents. I am writing this letter anonymously to prevent the possible legal entanglements with ES&S should they find out who wrote it. You may think this is paranoid, but I have had first-hand experience dealing with their frivolous and destructive lawsuits.

I thank you for your consideration of this matter and hope my letter is taken seriously, for that is how it is intended.

Attention:

Maribeth Petrizzi
Chief, Litigation II Section
Antitrust Division
United States Department of Justice
450 Fifth Street, NW; Suite 8700
Washington, DC 20530

UNITED STATES OF AMERICA, *et al.*,

Plaintiff,

v.

ELECTION SYSTEMS & SOFTWARE, Inc.,

Defendant.

As a friend of a former employee of Premier Election Solutions who was terminated as a result of this illegal acquisition by Election Systems & Software (ES&S), I would like to file a suggestion to the court. The former employees of Premier Elections should not be restricted to continue working their trade in elections or be prevented from earning a living for their families as a result of a noncompetition agreement and Separation Agreement in this illegal purchase. The agreements should be considered null and void. Election Systems & Software (ES&S) should not have the right to ever pursue former Premier Associates in legal matters with respect to those Agreements. The Agreements should **not** be void as of the Date of the Final Judgment as some of these former employees have already started working with other vendors. These former employees would be subject to legal action from ES&S since they wouldn't fall within the window set forth in the Final Judgment. **These Agreements should be considered void as of the date of the employee's termination date.** Also the agreements are already set to expire in September 2011 so there is no reason to have a 6 month window for any acquirer to hire these former employees. These former employees should also be able to go to work for any company in the election industry, not just the acquirer, without fear or threat from ES&S. Below is my consideration to the wording set forth in the Final Judgment.

All restrictive covenants contained within any employment agreement or separation agreement entered into between Premier Election Solutions, Inc., its' parent corporation, subsidiaries, officers, directors, supervisors and/or representatives (collectively referred to as "Premier") and any individuals formerly employed by Premier who were terminated in 2009 are declared void. Premier may not institute or maintain a cause of action or any claim based on a restrictive covenant against any individual formerly employed by Premier who was terminated in 2009. Premier has consented to waive all such claims and causes of action throughout the United States of America.

Thanks for your consideration.

The Public

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