IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

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| STATE OF GEORGIA | |
| | CASE NO. |
| v. | |
| | 23SC188947 |
| DONALD JOHN TRUMP, | |
| RUDOLPH WILLIAM LOUIS GIULIANI, | |
| JOHN CHARLES EASTMAN, | |
| MARK RANDALL MEADOWS, | |
| KENNETH JOHN CHESEBRO, | |
| JEFFREY BOSSERT CLARK, | |
| JENNA LYNN ELLIS, | |
| RAY STALLINGS SMITH III, | |
| ROBERT DAVID CHEELEY, | |
| MICHAEL A. ROMAN, | |
| DAVID JAMES SHAFER, | |
| SHAWN MICAH TRESHER STILL, | |
| STEPHEN CLIFFGARD LEE, | |
| HARRISON WILLIAM PRESCOTT FLOYD, | |
| TREVIAN C. KUTTI, | |
| SIDNEY KATHERINE POWELL, | |
| CATHLEEN ALSTON LATHAM, | |
| SCOTT GRAHAM HALL, | |
| MISTY HAMPTON a/k/a EMILY MISTY HAYES | |
| Defendants. | |

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**STATE'S OPPOSITION TO DEFENDANTS ROMAN, TRUMP, AND CHEELEY'S MOTIONS TO DISMISS AND TO DISQUALIFY THE DISTRICT ATTORNEY**

COMES NOW, the State of Georgia, by and through undersigned counsel for the Fulton County District Attorney's Office, to oppose the meritless Motions to Dismiss Grand Jury Indictment and Motions to Disqualify the District Attorney filed by Defendants Michael Roman, Donald Trump, and Robert Cheeley. While the allegations raised in the various motions are salacious and garnered the media attention they were designed to obtain, none provide this Court with any basis upon which to order the relief they seek. Unequivocally, the evidence and facts demonstrate that:

- District Attorney Willis has no financial conflict of interest that constitutes a legal basis for disqualification;

- District Attorney Willis has no personal conflict of interest that justifies her disqualification personally or that of the Fulton County District Attorney's Office;

- the attacks on Special Prosecutor Wade's qualifications are factually inaccurate, unsupported, and malicious, in addition to providing no basis whatsoever to dismiss the indictment or disqualify Special Prosecutor Wade;

- District Attorney Willis has made no public statements that warrant disqualification or judicial inquiry; and

- criticism of the process utilized to appoint and compensate the special prosecutors in this case demonstrates basic misunderstandings of rudimentary county and state regulations, and provides no legal basis for dismissal of the indictment or disqualification of any member of the prosecution.

The motions have no merit and, after consideration of the attached exhibits including the sworn affidavit of Special Prosecutor Wade, should be summarily denied without an evidentiary hearing.

## I. THE MOTIONS IDENTIFY NO CONFLICT OF INTEREST, AND THEREFORE NO BASIS FOR DISQUALIFICATION OF THE DISTRICT ATTORNEY.

Georgia courts have long recognized that there are two generally accepted grounds for disqualification of a prosecuting attorney. The first such ground is based on a conflict of interest, and the second ground has been described as "forensic misconduct." *Williams v. State*, 258 Ga. 305, 314 (1988); *Whitworth v. State*, 275 Ga. App. 790 (2005) (same). Defendants advance no argument that forensic misconduct has occurred here, nor have they offered any evidence that would support such a claim. Defendants do not point to any action taken by the District Attorney or any of her staff that has been outside the character of an officer of the law specially charged to oversee either the special

purpose grand jury's investigation or the prosecution of these Defendants. *See* O.C.G.A. § 15-18- 6(2), 6(4) (duties of the District Attorney include "to attend on the grand juries, advise them in relation to matters of law, and swear and examine witnesses before them," and to "draw up all indictments or presentments, when requested by the grand jury, and to prosecute all indictable offenses").

Instead, the motions attempt to cobble together entirely unremarkable circumstances of Special Prosecutor Wade's appointment with completely irrelevant allegations about his personal family life into a manufactured conflict of interest on the part of the District Attorney. The effort must fail. For a prosecutor to be "[d]isqualified from interest" requires a "'personal interest,' and . . . a [district attorney] is not disqualified by personal interest in a case where he 'was not acting in his personal or individual character, or for his personal or individual interest, but in his character as an officer of the law specially charged by statute to perform this particular duty.'" *State v. Sutherland*, 190 Ga. App. 606, 607 (1989) (citations omitted) (insufficient support for disqualification where a prosecutor's potential personal interest in civil litigation was unrelated to the criminal charges); *see also State v. Davis*, 159 Ga. App. 537, 538 (1981) (prosecutor's decision not to pursue criminal charges was not a "personal interest" justifying recusal).

Conflict arises when a prosecutor has a personal interest or stake in a defendant's conviction—a charge that no defendant offers any support for beyond fantastical theories and rank speculation. Georgia law requires far more. *Ventura v State*, 346 Ga. App. 309, 311 (2018) (quoting *Whitworth* (a conflict of interest requires "**more than a theoretical**

**or speculative conflict[—a]n actual conflict of interest must be involved**" (emphasis added)).

Under the clear definitions supplied by the law, neither District Attorney Willis nor Special Prosecutor Wade have any "personal or financial interest" in the conviction of these Defendants, and as such, Defendants fail to support their claim. Ex. A (Wade Affidavit). Conflicts that fall into these categories can include prior representation of a defendant on the same or similar charges. *See Lamb v. State*, 267 Ga. 41, 42 (1996); *Williams v. State*, 258 Ga. 305, 314 (1988) (conflict of interest arises where the prosecutor has previously represented the defendant with respect to the charged offense, or consulted with the defendant about the charged offense, or acquired a personal interest or stake in the outcome of the prosecution); *Davenport v. State*, 157 Ga. App. 704, 705-706 (1981) (conflict found where district attorney represented a husband in a divorce action at the same time he was participating in the prosecution of the wife for shooting the husband). A conflict of interest can also arise where the prosecutor has a relationship with the victim of a crime. *See Head v. State*, 253 Ga. App. 757, 757 (2002); *Battle v. State*, 301 Ga. 694, 698 (2017). Finally, where the prosecutor is a fact witness providing information incriminating of a criminal defendant, disqualification from personal interest is appropriate. *McLaughlin v. Payne*, 295 Ga. 609, 614 (2014). All of these circumstances can create a personal interest on the part of the prosecutor that legally justifies disqualification—but none apply here.

Finding of a financial conflict of interest on the prosecutor's part is exceedingly rare but has been found to arise where a special prosecutor is compensated by a contingency fee that is paid upon conviction. Courts have held that incentivizing a

prosecutor to secure a criminal conviction with a contingency fee creates a conflict of interest between "his public duty to seek justice and his private right to obtain compensation for his services." *Greater Georgia Amusements, LLC v. State*, 317 Ga. App. 118, 122 (2012) (physical precedent only); *see also Amusement Sales, Inc. v. State*, 316 Ga. App. 727, 736 (2012) (same). But again, none of the circumstances that could support a finding of a financial conflict as that term in understood in Georgia law can be found here.

District Attorney Willis' state and county annual compensation is set by state law and county guidelines respectively, and is not in the least bit reliant or dependent on any particular outcome in this case—or any other. Defendants' attempt to conflate media attention with personal financial gain is (1) complete conjecture—one could speculate with the same confidence that a decision **not** to seek charges, or to seek different charges against different defendants arising from this same set of criminal violations of laws would result in comparable media attention, (2) ignores that District Attorney Willis has attracted both positive and negative publicity related to this case, which include ongoing personal security threats, racial slurs, sexual invective, and attacks, and (3) most importantly, this fuzzy concept of personal or financial interest via media attention advanced by Defendants is simply not a definition that has ever been recognized by Georgia law. Ex. B (Sample of Communications Received by DA Willis). Fair consideration of any "benefit" to the prosecutor must include these obvious and undeniable costs. And, spurious allegations of publicity-seeking aside, it must be made clear that District Attorney Willis did not go looking for this case. These Defendants centered their racketeering conspiracy to disrupt and overturn the 2020 Georgia election

in Fulton County, committing crimes that provided a venue in this jurisdiction. The motions are based on guesswork and public relations strategy, not legal argument.

A conflicted prosecutor presents a risk that he or she will disregard public interest for personal benefit. No circumstances alleged by any of these Defendants even approach that threshold, let alone cross it. And the accusations brought to this Court by these Defendants on the flimsiest of factual support may cause a reasonable person to wonder the Defendants' motivation is more tactical than legal. One may question whether the intent is to disqualify the prosecutor who has taken on all of the abuse to pursued justice in this case at great personal cost, only to be substituted with someone less committed to do so.

**A. Any personal relationship among members of the prosecution team does not amount to a disqualifying conflict of interest or otherwise harm a criminal defendant.**

Much of Defendant Roman's motion relies on supposition and inuendo regarding the private relationship between District Attorney Willis and Special Prosecutor Wade. It is distasteful that such allegations require a response, but for candor's sake and to provide the Court with sufficient facts to resolve the matter efficiently and consistently with the manner in which other potential conflicts of interest have been handled,[1] the attached affidavit of Special Prosecutor Wade makes clear that Roman's insinuation that his counsel was aware of material in the sealed divorce filings in *Wade v. Wade* (Cobb

[1] Specifically, the Court's approach to the potential conflict raised by Mr. Grubman's representation of Defendant Chesebro (given his prior representation of Secretary Raffensperger in connection with the Special Purpose Grand Jury) was efficient and thorough. The Court reviewed material submitted *in camera* by Mr. Grubman as opposed to holding a full evidentiary hearing, and determined no actual or serious potential conflict of interest required any further action by the Court. *See Order on State's Notice of Potential Conflicts* (September 29, 2023).

County Superior Court No. 21108166) that would in any way support disqualification or dismissal in this matter was a blatant misrepresentation designed to seek publicity instead of a meritorious legal remedy.[2] The affidavit also clarifies that, although District Attorney Willis and Special Prosecutor Wade have been professional associates and friends since 2019, there was no personal relationship between them in November 2021 at the time of Special Prosecutor Wade's appointment, and Defendants offer no support for their insistence that the exercise of any prosecutorial discretion (i.e., any charging decision or plea recommendation) in this case was impacted by any personal relationship. Without those additional factors, the existence of a relationship between members of a prosecution team, in and of itself, is simply not a status that entitles a criminal defendant any remedy.

Georgia courts have held as much for decades, in both civil and criminal contexts. Personal relationships among lawyers—even on opposing sides of litigation—do not constitute impermissible conflicts of interest. *See, e.g.*, *Ventura*, 346 Ga. App. at 311 (rejecting assertion that the prosecutor's marriage to an attorney who represented a criminal defendant in an unrelated criminal case three years earlier might result in the prosecutor gaining confidential information in the prosecution of an unrelated case) (citing *Blumenfeld v. Borenstein*, 247 Ga. 406, 410 (1981) (Court declined to recognize a *per se* rule of disqualification based on an appearance of impropriety grounded solely on

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[2] *See* Roman Mot. at 9-10, n.2. Once the divorce filings were unsealed by court order on January 23, 2023, Defendant Roman has not supplemented his motion or provided any additional exhibits that would corroborate his motion for dismissal or disqualification, despite implying to this Court that an unidentified silver bullet lay within the then-sealed divorce file.

marital status between attorneys)). Tellingly, the Court in *Ventura* explained that, while it recognized the intimacy of a marital relationship, "**it does not follow that professional people allow this intimacy to interfere with professional obligations**." *Id*. at 409 (emphasis added); *see also Jones v. Jones*, 258 Ga. 353, 354-55 (1988) ("**We have found no authority, and none has been cited to us, for the proposition that married lawyers who are involved in active litigation on opposing sides of a case must be disqualified**.") (emphasis added)). Defendants' motions do not cite to any of this controlling caselaw or any other authority that would support disqualification or dismissal under these circumstances.

It is worth noting that there are at least two personal relationships among the collection of defense attorneys representing the Defendants that, under the standard urged by the Roman's motion, would almost certainly require disqualification. Amanda Clark Palmer, counsel representing Defendant Ray Smith, and Scott Grubman, representing Defendant Kenneth Chesebro, are publicly known to be in a personal relationship. Since Defendant Chesebro has plead guilty and agreed to testify for the State in the upcoming trial against Defendant Smith and the other remaining defendants, one who was ill-informed about the standard for attorney disqualification in Georgia might argue that the personal relationship between Clark Palmer and Grubman could rise to the level of a conflict given potential testimony by Grubman's client inculpating Clark Palmer's client. That, of course, would be an incorrect conclusion to draw. Similarly, counsel for Defendant Janna Ellis are married law partners, working together and representing Defendant Ellis throughout these proceedings. The State has not brought these relationships to the Court's attention as potential conflicts because, (1) consistent with the

longstanding Georgia authority cited above, including *Jones v. Jones*, there is no legal conflict raised by these personal relationships, and (2) until Roman's motion was filed, the private lives of the attorney participants in this trial was not a topic of discussion.

**B. Attacks on the qualifications of Special Prosecutor Wade are both unfounded and evidence of the bad faith in which this motion was brought; there is no evidence of an improper conflict of interest in his appointment.**

That the thoughts and views of defense counsel on the qualifications of any of the attorneys on the prosecution team should factor into this Court's consideration of a legal conflict is, in a word, absurd. As a preliminary matter, no criminal defendant has a right to select the prosecutor of his or her choosing. *State v. Mantooth*, 337 Ga. App. 698, 700 (2016) (a defendant does not have a "substantive right to have his case tried by a specific prosecutor" (citation omitted)). Neither Georgia nor any other jurisdiction permits a criminal defendant to choose his or her prosecutor. *Id*. at 700 (citing *Gonzales v. Rapelje*, No. 06-CV-10191, 2015 U.S. Dist. LEXIS 44524 at *14-15 (E.D. Mich. April 6, 2015) ("Court is aware of no Supreme Court (or, for that matter, any) precedent establishing that a defendant's right to counsel of choice extends to the right to choose a prosecutor.")). Criminal defendants are entitled to be prosecuted free of legal conflicts of interest—of which, notably, none are to be found here—rather than according to preference.

One need look no further than Defendant Roman's baseless effort to undermine Wade's qualifications to manage the State's investigative efforts to recognize the bad faith that runs throughout his motion. While the motion makes dismissive accusations about the adequacy of the Special Prosecutor's successful, decades-long legal career to lead the prosecution of Defendant Roman and his co-defendants (a decidedly strange

position for a criminal defendant to take), the truth is that Wade has long distinguished himself as an exceptionally talented litigator with significant trial experience. *See* Ex. A (Wade Affidavit). He is a diligent and relentless advocate known for his candor with the Court, and a leader more than capable of managing the complexity of this case. In addition to having been appointed a municipal court judge in three jurisdictions and having been asked to present on topics relevant to the training of new judges within the Counsel of Municipal Court Judges, *id*., Special Prosecutor Wade has received accolades and recognition for his litigation skill, contribution to his community, and the legal profession generally, and no serious person could contest his legal qualifications. *Id*.

Counsel for Defendant Roman, of course, is well-familiar with the experience and qualifications of Special Prosecutor Wade, whatever contrary representations are made in Roman's motion. During a judicial campaign in 2016, Defendant Roman's counsel Ashleigh Merchant was an enthusiastic supporter of Wade's candidacy, and described him in glowing terms. Ex. C (May 2016 Facebook posts of Ashleigh Bartkus Merchant: "Why Nathan Wade? **Nathan is ethical** . . . **Experience matters**. Nathan's experience includes: **Public Servant. Prosecutor. Private Attorney. Judge** . . ."; "Nathan has **practiced in every area of the law** that appears before the Superior Court bench . . . He is a **recipient of the State Bar of Georgia's Justice Robert Benham Award** for Service to the Community. He is also a recipient of the Gate City Bar **Judicial Section Legacy Award** (Justice Robert Benham Legacy Award) . . . [He**] received Georgia's Top Lawyers Award in 2006 and 2009** . . . .") (all emphasis added)). Merchant was both a vocal and a visual presence in support of Wade's campaign:

*Id.*

**1. Neither District Attorney Willis nor Special Prosecutor Wade have any financial interest in the conviction of any defendant.**

The terms of the Special Prosecutor's contract does not provide any support for Defendant's claims of financial conflict of interest on either Wade or the District Attorney's part. Georgia law supports payment to special prosecutors according to "whatever private arrangements regarding compensation are mutually agreeable to the district attorney and the appointee." *Greater Ga. Amusements*, 317 Ga. App. at 121 (2012) (citing *Cook v. State*, 172 Ga. App. 433, 437 (1984)). As long as that arrangement does not run afoul of a contingency fee arrangement dependent on a criminal conviction or other specific action in a case that violates public policy, it is perfectly appropriate and

even routine. *Id*. at 121-22 (finding contingency fee arrangement of special prosecutor to be a violation of public policy, creating a financial interest in potential conflict with a prosecutor's obligation to make decisions in the public interest); *see also Amusement Sales, Inc. v. State*, 316 Ga. App. 717, 730 (2012) (same).

Special Prosecutor Wade has been compensated for his time spent working on the case, just like other special prosecutors retained to work on this case and others throughout the State,[3] and Defendants make absolutely no effort to factually demonstrate otherwise. References to aggregate invoices paid over a period of years may garner the headline Defendants are so obviously searching for, but they ignore completely the

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[3] Like the other special prosecutors appointed to assist with this case, Special Prosecutor Wade has agreed to work with the District Attorney's Office at a steeply reduced hourly rate compared to the metro Atlanta area legal market. Ex. A (Wade Affidavit). His contract is identical in all relevant respects to that of undersigned special prosecutor, including the government hourly rate offered but allowing for a much higher monthly ceiling of hours given his role, and substantially similar to that of Special Prosecutor Floyd. Ex. H (Wade Contracts), Ex. M (Cross Contract), Ex. N (Floyd Contracts). The difference in the hourly rate contracted with Special Prosecutor Floyd is attributable to the willingness of Floyd's law firm, Bondurant Mixson & LLP, to support Floyd's work with the District Attorney's Office and other government entities based on its longstanding commitment to public service.

Regardless, the District Attorney's appointment of the three special prosecutors and the rate of compensation is an exercise of her discretion. *See generally Greater Ga. Amusements, LLC*, 317 Ga. App. 121 (2012) (permitting payment to special prosecutors according to "whatever private arrangements regarding compensation are mutually agreeable to the district attorney and the appointee").

Finally, neither the use of outside counsel nor the maximum hourly rate of compensation of $250 is at all out of the norm for prosecuting agencies in Georgia. The Office of the Attorney General regularly publishes data on its use of hundreds of Special Assistant Attorneys General, reflecting similar hourly rates for at least a dozen such special prosecutors, with some rates as high as $1000 per hour. *See* Office of the Attorney General, Outside Counsel Fee Information.
https://law.georgia.gov/resources/outside-counsel-fee-information (last checked Feb. 1, 2024).

context of Wade's role during that time leading the District Attorney's investigation into Defendants' complex criminal racketeering scheme designed to interfere with the 2020 election in Georgia. Comparisons to the invoiced work of other special prosecutors tasked with dramatically less time-consuming work and much more circumscribed roles are staggeringly off-mark. Special Prosecutor Wade made much more money than the other special prosecutors only because Wade did much more work.

Since Wade's appointment in November 2021, he has managed the District Attorney's team of lawyers and investigators through every stage of investigation and prosecution. Shortly after his appointment, in January 2022, District Attorney Willis petitioned the Chief Judge of the Superior Court to convene the Superior Court judges to consider her request for a special purpose grand jury ("SPGJ") to conduct a criminal investigation into the "facts and circumstances relating directly or indirectly to possible attempts to disrupt the lawful administration of the 2020 elections in the State of Georgia." Ex. D (Jan. 20, 2022 Petition). Once Chief Judge Brasher issued an order authorizing that SPGJ, Special Prosecutor Wade directed the prosecution's support of the body's work from its authorizing order on January 24, 2022 through its dissolution a year later. Ex. E (Jan. 24, 2022 Order Authorizing SPGJ); Ex. F (Jan. 9, 2023 Order Dissolving SPGJ and Setting Hearing on Question of Publication). The SPGJ Report detailed the scope of its work:

> This Grand Jury was selected on May 2nd, 2022 and first heard evidence on June 1st, 2022. We continued to hear evidence and receive information into December 2022. The Grand Jury received evidence from or involving 75 witnesses during the course of this investigation, the overwhelming majority of which information was delivered in person under oath. The Grand jury also received information in the form of investigator testimony and various forms of digital and physical media. Pursuant to Georgia law, a team of assistant district attorneys provided the Grand Jury with

> applicable statutes and procedures. Any recommendation set out herein is the sole conclusion of the Grand Jury based on testimony presented, facts received, and our deliberations.

Ex. G (Dec. 15, 2022 SPGJ Report). Unsurprisingly, not every witness was a willing participant in the SPGJ process. Procuring the witness testimony referenced by the SPGJ involved litigation (which was overwhelmingly successful) in states and federal venues across the county related to compliance with subpoenas and other compulsory process. Specifically, providing assistance to the SPGJ involved serving out-of-state subpoenas, and in many cases litigation to effectuate those subpoenas, concerning 16 witnesses in 10 states and Washington D.C., and a host of appellate litigation—all with Wade at the helm.[4]

The SPGJ investigation and report led to the 98-page indictment ultimately returned by a grand jury in August 2023, an effort again led by Special Prosecutor Wade. *State v. Trump, et. al.*, 23SC188947. Given the breadth and complexity of the criminal racketeering scheme involved, the unprecedented public attention focused on the

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[4] *See generally* Defendant Kenneth Chesebro (New York), Defendant John Eastman (New Mexico), Defendant Jenna Ellis (Colorado), Boris Epshteyn (Washington D.C.), Defendant Harrison Floyd (Maryland), Michael Flynn (Florida), Defendant Rudy Giuliani (New York), Sen. Lindsey Graham (South Carolina, Washington D.C., litigation seeking to quash subpoena in Northern District of Georgia), Defendant Trevian Kutti (Illinois), Defendant Steven Lee (Illinois), Defendant Mark Meadows (South Carolina), Cleta Mitchell (North Carolina), Jim Penrose (Maryland), Jacki Pick (Texas), Defendant Sidney Powell (Texas), Phil Waldron (Texas).

The litigation surrounding procuring the testimony of these witnesses and Defendants for the SPGJ extended into appellate courts across the country. The District Attorney's team, led by Special Prosecutor Wade, represented the District Attorney in the Florida Court of Appeals, the South Carolina Supreme Court, the Texas Court of Appeals, the United States Court of Appeals for the Eleventh Circuit, and the United States Supreme Court.

investigation and prosecution of this case, and the highly charged political environment fanned in large part by several of these Defendants, the hours invoiced by Wade are wholly predictable. *See* Ex. A (Wade Affidavit, internal exhibit 3), Ex. H (Wade Contracts). To take this position, Special Prosecutor Wade resigned from three judicial appointments and largely stepped away from his private practice for long stretches. There is simply no honest argument that Special Prosecutor Wade unduly benefitted financially from his appointment.

**2. Payment of earned compensation to Special Prosecutor Wade has not resulted in any financial benefit to District Attorney Willis.**

Roman's motion wildly speculates that District Attorney Willis somehow benefitted financially from the investigation and prosecution of this criminal case, but provides no support to justify that conclusion. To be absolutely clear, the personal relationship between Special Prosecutor Wade and District Attorney Willis has never involved direct or indirect financial benefit to District Attorney Willis. Ex. A (Wade Affidavit). Defendants have produced no evidence to suggest that there is any circumstance that would constitute a financial incentive on the District Attorney's part to pursue a conviction in this case through the appointment of Special Prosecutor Wade:

- There are no joint or shared finances or financial accounts;
- There is not now and has never been any shared household;
- There is no financial dependency or merging of daily expenses;
- Financial responsibility for personal travel taken is divided roughly evenly between the two, with neither being primarily responsible for expenses of the other, and all expenses paid for with individual personal funds. Ex. A (Wade Affidavit); and
- Both are professionals with substantial income; neither is financially reliant on the other.

The facts here are readily distinguishable from contingency fee arrangements or other scenarios where a true financial conflict of interest may play a role in prosecutorial decision making and that requires disqualification. *Amusement Sales, Inc.*, 316 Ga. App. at 736; *Greater Georgia Amusements, LLC*, 317 Ga. App. at 122.

Given this total absence of financial conflict of interest, Defendant Cheeley's effort to advance a theory that the District Attorney has "engaged in multiple, ongoing conflicts" is unsubstantiated and unpersuasive. Cheeley Mot. at 4. Looking to an order disqualifying the District Attorney and her office from the investigation into Lt. Governor Jones issued by the judge overseeing the SPGJ, Cheeley cannot support his motion factually or legally. That order from a fellow Superior Court judge is not, of course, any binding precedent on this Court, and the elevated standard applied in that analysis was, respectfully, inconsistent with the actual legal standard Georgia appellate courts have applied for decades. *Ventura*, 346 Ga. App. at 311 (quoting *Whitworth* (a conflict of interest requires "**more than a theoretical or speculative conflict[—a]n actual conflict of interest must be involved**" (emphasis added)). Persuasively, the Prosecuting Attorney's Council, tasked with assessing potential conflicts of interest for prosecutors and providing guidance to prosecutors across the State on matters of arguable disqualification, found no conflict of interest in the political activity cited as a basis for the Jones disqualification. Simply put, the previous order disqualifying the District Attorney from investigating Jones during the SPGJ phase of the case sheds no light on the legal standard applicable to motions to disqualify the District Attorney where neither any conflict of interest nor any pattern of misconduct has been shown.

### C. District Attorney Willis' public comments are well within all legal and ethical rules and guidelines, and provide no basis for disqualification or dismissal of the indictment.

Defendant Trump's motion raising public comments made by District Attorney Willis that neither reference this case nor these defendants as a basis for disqualification is transparently meritless. The motion makes no serious legal argument, establishes no violation of any ethical rule, and makes no real effort to link the public statements to the legal standard for disqualification. Raising vague and plaintive cries of "Due Process" does not supplant actual governing legal standards. *See generally Wallace v. State*, 299 Ga. 672, 674 (2016) ("To make out a claim of unlawful selective prosecution, Wallace had "to show that his prosecution represent[ed] an intentional and purposeful discrimination which [was] deliberately based upon an unjustifiable standard, such as race, religion, or other arbitrary classification."), *citing Coe v. State*, 274 Ga. 265, 267 (2001) (internal citations and punctuation omitted). Here, Defendant Trump has presented no direct evidence that the prosecuting attorney was motivated to treat him differently because of his race, gender, or any other improper ground. *Id*.

Voir dire, not motions for disqualification, is the procedure under which the impact of public statements have on prospective jurors is evaluated. *See generally Gissendaner v. State*, 272 Ga. 704, 706 (2000) (motion for change of venue properly reserved until voir dire had been conducted because "the decisive factor in determining whether a change of venue is required is 'the effect of the publicity on the ability of prospective jurors to be objective.'"), *citing Wilson v. State*, 271 Ga. 811, 822 (1999).

Defendant Trump's motion fails to establish an adequate basis in law or in fact, but even if it somehow did establish such, it fails to articulate any reasonable argument connected to a real, actual legal standard. Instead, much like the motion advanced by

Defendant Roman, Defendant Trump's motion appears designed to generate media attention rather than accomplish some form of legitimate legal practice. It should be dismissed out of hand.

## II. THE STATE'S APPOINTMENT OF SPECIAL PROSECUTOR NATHAN WADE COMPLIES WITH BOTH STATE AND LOCAL LAW.

Both Defendants Roman and Cheeley make loud, but baseless, arguments demanding the disqualification of all special prosecutors and dismissal of the indictment based on a decided misread of the relevant statutes and governing authority. This Court has rejected similar motions, and should quickly add these wrong-headed theories to the discard pile.

### A. There is no structural error with, or harm resulting from, Special Prosecutor Wade's appointment as special prosecutor.

For reasons this Court has already explained in denying similar claims of error by Defendant Chesebro, the motions' allegation of structural error in the handling of Special Prosecutor Wade's oath of office misstates the requirements for special prosecutors. *See generally* Oct. 6, 2023 Order on Defendant Chesebro's Mot. to Dismiss Indictment for Failure to Comply. O.C.G.A. § 45-3-7 requires that assistant district attorneys who are undertaking deputized duties generally take the same oath as the District Attorney. *See* O.C.G.A. § 45-3-7 ("Before proceeding to act, all deputies shall take the same oaths as their principals take and the oaths shall be filed and entered on the minutes of the same office with the same endorsement thereon"); *Nave v. State*, 171 Ga. App. 165, 166 (1984) (holding that Assistant District Attorneys are considered "deputies" requiring the same oath as the District Attorney). However, that requirement does not apply to Special Prosecutor Wade, because it "shall not apply to any deputy who may be employed in

particular cases only." O.C.G.A. § 45-3-7; *Middleton v. State*, 316 Ga. 808, 809 (2023) (recognizing that deputies sworn in for a "more limited role" are "exempted" from having to file and enter the record of their oath). Given the development of the investigation into the collective Defendants' Racketeering Activity, this case became Wade's primary focus. *See* Ex. I (Wade Oath).

As this Court noted in its order denying the similar claims from Defendant Chesebro, regardless of the particularities of any of the special prosecutors' appointments, O.C.G.A. § 45-3-10 provides that "[t]he official acts of an officer shall be valid regardless of his omission to take and file the oath, except in cases where so specially declared." And O.C.G.A. § 45-3-10 echoes the "de facto" officer theory recognized early in our Supreme Court's existence. *See Hinton v. Lindsay*, 20 Ga. 746, 749 (1856) ("An officer de facto is said to be one who exercises the duties of an office under color of an appointment or election to that office."); *Beck v. State*, 286 Ga. App. 553, 556 (2007) ("The validity of a de facto officer's acts is so well settled that it is embodied in the Code as part of OCGA § 45-2-1 (the acts of a person ineligible to hold public office 'shall be valid as the acts of an officer de facto')"); *State v. Giangregorio*, 181 Ga. App. 324, 325 (1986) (Beasley, J. concurring specially) ("It is without dispute that Toles was acting as a deputy sheriff at least de facto when he made the arrest. That being the case, the arrest was legal insofar as its effect on defendant is concerned."). Despite the lack of filing, all special prosecutor acts while in office would be valid as acts of a de facto officer. *Keith v. State*, 279 Ga. App. 819, 828 (2006).

And perhaps most critically, Defendants have failed to establish how any of Special Prosecutor's or District Attorney's actions with respect to the filing of his or her

oath or this appointment generally resulted in harm or prejudice to him, i.e., how those actions changed any specific course taken during the investigation of this case or resulted in the pending true bill of indictment. *See Martin v. State*, 195 Ga. App. 548, 551 (1990) (requiring prejudice before remedying a purported officer disqualification). Nor has Defendant established a constitutional violation or structural defect in the grand jury process sufficient to justify outright dismissal. *See State v. Lampl*, 296 Ga. 892, 897 (2015) ("Unless expressly authorized by statute, [dismissal of an indictment] generally cannot be imposed absent a violation of a constitutional right" or when the structural protections of the grand jury have been compromised); *Olsen v. State*, 302 Ga. 288, 294 (2017) ("Dismissal of an indictment is an extreme sanction"). Harm as well as error must be shown to justify relief, and Defendants have failed to show either.

**B. Defendants misunderstand county and state contracting procedures in asserting any impropriety in asserting grounds this court has already found do not support dismissal or disqualification.**

As an initial matter, Defendant Roman "understands and acknowledges that this issue [failing to file an oath on behalf of Special Prosecutor Nathan Wade] was raised by other Defendants in prior filings and this Court has rejected the argument." *See* Roman Mot., n.14. Despite this acknowledgement, Defendant has raised the same issue and has failed to introduce additional material facts that warrant a deviation from established precedent.

"The district attorney in each judicial circuit may employ . . . [an] independent contractor as may be provided for by local law or as may be authorized by the governing authority of the county." O.C.G.A. § 15-18-20. Fani T. Willis, the duly elected District Attorney of the Atlanta Judicial Circuit, was well within her constitutional duties and

responsibilities[5] contracting with Nathan Wade—or any of the twenty-plus professional service[6] providers her office contracts with annually. Contracting with professional service vendors is a well-established practice afforded to prosecutors of all kinds. The Office of the State of Georgia's Attorney General hires outside counsel, commonly referred to as SAAGs, to perform legal work on behalf of the State.[7] Peter J. Skandalakis, the Executive Director of the Prosecutors Council of Georgia, recognizes this authority afforded to every current and former elected circuit prosecutor in the entire state: "A district attorney can use the funds allocated to the office by the county commissioners as he or she sees fit."[8] The appointment of Special Prosecutor Wade—a former judge, prosecutor, defense counsel and managing law partner—is wholly appropriate.

Roman's Motion also incorrectly contends that this appointment exercised by *a state constitutional officer* must be followed by an approval of the local government's Board of Commissioners. As an initial matter, Roman nowhere articulates why a violation of Fulton County Procurement procedures prejudices him or justifies any of the

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5 O.C.G.A. § 15-8-6 (Duties of District Attorney).

6 Those services are any within the scope of the practices of architecture, professional engineering, planning, landscape architecture, land surveying, the medical arts, management analysis, accounting or auditing, **law**, psychology, or any other similar kind or type of professional practice. *See* Fulton Cty. Procurement Standard Operating Procedure (emphasis added).

7 *See*, Office of the Attorney General website: https://law.georgia.gov/resources/outside-counsel-fee-information

8 Atlanta Journal Constitution on January 9, 2024 https://www.ajc.com/politics/could-willis-allegations-sink-trump-case-legal-experts-weigh-in/O4LRMNRXPFE6PMA4QRODFNA7BY/

relief he seeks. In addition, Roman erroneously relies on O.C.G.A § 45-3-5 and Fulton County Code of Ordinances § 102-82. Official oaths shall be filed when taken by coroners, tax collectors, tax receivers, county treasurers, magistrates, constables, *or any other county officer*. O.C.G.A § 45-3-5 (emphasis added). But of course, District Attorney Willis (like all elected district attorneys across the State) is not a "county officer." District Attorney Willis is a state officer that is elected in the general election to represent the State in all criminal matters in the Superior Court that occurs in the Atlanta Judicial Circuit. *See* 1983 Ga. Const., Art. VI, Sec. VIII. As a state officer, the District Attorney is simply not obligated to conform with the requirements applicable to county officers pursuant to O.C.G.A. § 45-3-5.[9]

Just as O.C.G.A. § 45-3-5 does not advance Defendants' claims for the drastic (and completely unwarranted) remedy of disqualification or dismissal, Fulton County Municipal Code § 102-82 provides no support for Defendants' demands. This local ordinance is used when Fulton County is party to a civil suit; when "outside counsel is hired *to represent the county*, any elected or appointed officer of official, employee, board, agency, or office." (emphasis added). It is then—and only then—when the Board of Commissioners, upon consultation with the County Attorney, can make a recommendation. As noted above, the District Attorney represents the State of Georgia in all matters of criminal prosecution—not Fulton County. Additionally, Fulton County

[9] Even if the District Attorney were required to file the oath, as discussed above, her actions, and those done by her legal proxy Special Prosecutor Wade, are deemed valid. *See* O.C.G.A. § 45-3-10.

Commission Chairman Robb Pitts was quoted as rejecting the premise of Roman's insistence that the county ordinance applies here:

> Typically the county attorney recommends outside counsel to the board of commissioners for approval in civil matters — that's the distinction. This situation involves a special prosecutor. And with respect to a special prosecutor, the district attorney has the authority and the right to hire such a person.[10]

Even still, the District Attorney's ability to contract service providers (without interference from the County's Board of Commission) is a practice that has spanned decades, pre-dating District Attorney Willis' tenure. It is the practice of District Attorney Willis, and her administration, to have all professional service providers payments approved by the County's Chief Financial Officer prior to remitting payment to any vendor. Each of the invoices referenced in Roman's Motion was approved by County's Chief Financial Officer, indicating that District Attorney Willis had authority to engage in a contract and all monies were used for their intended purpose; any claim that states otherwise demonstrates a fundamental misunderstanding of the county procurement process. *See* Ex. J (CFO Approval of Wade Invoice). Again, Defendants fall far short of showing any due process or other violation justifying any action on the part of the Court.

**C. District Attorney Willis went beyond the required county procedure to ensure invoices paid to all special prosecutors were individually approved by the Chief Financial Officer of Fulton County. Any allegation that ORCA or other earmarked funds were misappropriated are blatantly false.**

With perhaps more detail than the Court needs to resolve the issues raised in the Defendants' motions, it is worth taking a moment to outline the procedures used by the District Attorney to approve all invoices submitted by each of the special prosecutors

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[10] Atlanta Journal Constitution on January 9, 2024 https://www.ajc.com/politics/could-willis-allegations-sink-trump-case-legal-experts-weigh-in/O4LRMNRXPFE6PMA4QRODFNA7BY/

employed by the Office. Defendants' motions are written as though the District Attorney has a limitless bank account from which she disbursed funds to friends and family on demand, unfettered by County policy or oversight—a theory that holds no resemblance to the truth. Nor were any ORCA or other designated funds used to compensate special prosecutors. Any suggestion otherwise is either misinformed or deliberately indifferent to the facts.

As a general matter, the elected District Attorney in the Atlanta Judicial Circuit has the authority to execute contracts. Payments pursuant to an executed contract can be paid two different ways in Fulton County—the first via "purchase order" and the second via a "payment voucher." A purchase order ("PO") is what's called a short form contract between the Chief Procurement Agent and the county department, and may be used for the procurement of supplies, goods, or services. When a county department chooses to pay a contract via a PO, the department must, in writing, ask the Chief Procurement Agent to encumber all associating funds. Once the written request is received, the full value of the contract will be subtracted from the office's general fund. Those encumbered funds will be depleted as the office submits valid invoices to the Chief Procurement Agent. *See* Fulton Cty. Dept. of Purchasing & Contract Compliance Standard Operating Procedures, § 6.9.

Paying a contract via a PO is, for the department head, the quicker and easier route—but one that affords far less oversight from County officials tasked with maintaining county funds. Essentially, the PO process only requires two things: (1) a showing that the county department has the funds, and (2) a request that the funds, or a portion, be released to the contracted party. Paying a contract via a "payment voucher"

("PV"), on the other hand, is much more time-consuming and complicated but provides an additional layer of auditing scrutiny.

A PV is a memorandum prepared from the contracting office to the county's Chief Financial Officer (the supervisor of the Chief Procurement Agent). The memorandum requests that the CFO review all associated documentation—the contract, the subject invoice, and the intended funding line to use—and give the office specific permission to pay as outlined. Once a PV is approved, the CFO indicates approval of the submitted invoice to be paid consistent with County's internal financial controls by signing in a designated area that reads, "County Manager Approved." An approval from the memorandum confirms that the contract is valid, the invoice warrants payment and the chosen method of payment is permissible. Once the CFO approves the memorandum, the approval is sent to the county's accounts payable department and the invoice is paid as outlined by the office and as approved by the Chief Financial Officer.

While it would have been entirely permissible for all payments to the Law Offices of Nathan J. Wade to be paid via a purchase order (a short form contract between the office and the Chief Purchasing Agent), to ensure that all rules and regulations were followed and out of an abundance of caution, the Office of the Fulton County District Attorney utilized in a more time-consuming, robust process, seeking the CFO's specific approval on all payments may to Nathan J. Wade (and each of the other special prosecutors or outside attorneys contracted for legal services.) As such, each invoice was independently reviewed for compliance with Wade's contract and the budget line to be utilized before payment was approved by the County's Chief Financial Officer—hardly a

process one would undertake if concealing a scheme to funnel ill-gotten funds outside the prying eyes of County officials.

## CONCLUSION

In anticipation of the scheduled February 15, 2024 hearing, counsel for Defendant Roman has provided notice of the service of subpoenas to multiple employees of the District Attorney's Office (8, at last count), the District Attorney herself, Special Prosecutor Wade, Wade's current and former law partners, and no doubt others that have not been publicly reported. Ex. K (Defendant Roman's Return of Subpoenas and Witness List). Roman's counsel has attempted to subpoena Wade's personal bank records and has gone so far as to subpoena an attorney who at one time represented him in his divorce proceedings; both are incredibly inappropriate efforts to intrude into opposing counsel's personal life with little to no evidentiary value. Ex. L (Bank Subpoena and Rejection). The State, in an effort to be as candid and transparent with the Court as possible, has provided the Affidavit of Special Prosecutor Wade and included other exhibits directly establishing facts that counter the wild and reckless speculation that the motions have advanced. That effort should not be viewed as acquiescence that this extraordinary level of invasion of privacy is in any way justified or that it will be repeated. The legal basis for each of these motions to disqualify the District Attorney falls woefully short of that which would meet the applicable standards, and in light of the record evidence, no further factual development is necessary to deny the motions in their entirety.

By the issuance of this number of subpoenas to individuals with little to no knowledge of the essential facts that are legally determinative, counsel for Defendant

Roman seemingly anticipates a hearing that would last days,[11] garner more breathless media coverage, and intrude even further into the personal lives of the prosecution team in an effort to embarrass and harass the District Attorney personally. This is not an example of zealous advocacy, nor is it a good faith effort to develop a record on a disputed legal issue—it is a ticket to the circus.

Defendants have done nothing to establish an actual conflict of interest, nor have they shown that, in the handling of the case, District Attorney Willis or Special Prosecutor Wade have acted out of any personal or financial motivation. The record before the Court falls far short of requiring disqualification or dismissal of the indictment, where the State has acted not out of any personal interest "but alone to subserve public justice." *Pinkney v. State*, 22 Ga. App. 105, 109 (1918). Without any basis for the extraordinary relief of disqualifying the District Attorney or Special Prosecutor Wade from an ongoing and well-advanced criminal case, the motions should be denied without any further proceedings.

Defendants' failure to support their demands for extreme relief with evidence that would support any remedy makes an evidentiary hearing on this matter unnecessary. The State respectfully asks that, after consideration of the Wade Affidavit and other submitted exhibits, the motions be denied without further spectacle.

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[11] The State intends to file Motions to Quash the subpoenas served by counsel for Defendant Roman, but the hearing that is apparently contemplated by counsel would, by necessity, require the State to produce evidence in rebuttal to the 12 witnesses. Ex. L (Notice of Subpoenas and Witness List). The prospect of a prolonged hearing that would require days of testimony on an issue with so little legal or factual merit cannot be an efficient use of judicial resources.

Respectfully submitted this 2nd day of February, 2024,

**FANI T. WILLIS**
**DISTRICT ATTORNEY**
ATLANTA JUDICIAL CIRCUIT

*/s/ Anna Green Cross*
Anna Green Cross
Special Prosecutor
Georgia Bar No. 306674

Nathan Wade
Special Prosecutor

John E. Floyd
Special Prosecutor

Daysha Young
Executive District Attorney

F. McDonald Wakeford
Chief Senior Assistant District Attorney

John W. "Will" Wooten
Deputy District Attorney

Grant Rood
Deputy District Attorney

Alex Bernick
Assistant District Attorney

Adam Ney
Assistant District Attorney

Office of the Fulton County District Attorney
136 Pryor St, SW

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a copy of the STATE'S OPPOSITION TO DEFENDANTS ROMAN, TRUMP, AND CHEELEY'S MOTIONS TO DISMISS AND TO DISQUALIFY THE DISTRICT ATTORNEY, upon all counsel who have entered appearances as counsel of record in this matter via the Fulton County e-filing system in addition to by email.

This 2nd day of February, 2024,

**FANI T. WILLIS**
District Attorney
Atlanta Judicial Circuit

/s/ Grant Rood
**Grant Rood**
Deputy District Attorney
Fulton County District Attorney's Office
136 Pryor Street SW, 3rd Floor
Atlanta, Georgia 30303
Grant.rood@fultoncountyga.gov

# Exhibit A

Personally appeared before me, the undersigned officer duly authorized to administer oaths, Nathan J. Wade, who after being sworn, deposes and states as follow:

1. My name is Nathan J. Wade, I am over eighteen years of age, under no legal disability, and am competent to attest to the matters stated herein and make this affidavit based upon my personal knowledge.

2. I am a resident of the State of Georgia.

3. I have made this affidavit with full knowledge of its contents, mindful of the oaths I have taken as an attorney and as a judge.

4. I, Nathan J. Wade, have been a member in good standing with the State Bar of Georgia since 1999. I am admitted to the Superior Courts of Georgia, the Georgia Court of Appeals, the Supreme Court of Georgia, the U.S. Court of Appeals for the Eleventh Circuit, the Northern District of Georgia, the Middle District of Georgia, and the United States Supreme Court.

5. I have served as a prosecutor several times during my career, first as an Assistant Solicitor General in Cobb County, then as a Special Assistant Attorney General for the State of Georgia, and as a Special Prosecutor for the Atlanta Judicial Circuit.

6. I opened a law practice in 2000. My law firm has employed between 4 and 9 employees.

7. I have served as a civil attorney in private practice representing individuals, businesses, and corporations.

8. I have served as a criminal defense attorney, representing hundreds of individuals in state and federal courts charged with felony and misdemeanor offenses.

9. I have tried many felony cases representing clients in serious matters including, but not limited to, capital offenses of murder, rape and armed robbery, as well as aggravated assault and drug trafficking. Some of these cases garnered media attention. *See* Ex. 1 (newspaper articles).

10. I was retained as outside counsel to represent the Sheriff of Cobb County. I was contracted to conduct an external independent accountability assessment and review. My contracted compensation was at a rate of $550 per hour.

11. I began serving as a Municipal Court Judge in 2010. I have served as a Municipal Court Judge in the cities of Marietta, Austell, and Roswell, and was proud to have been the first African American Municipal Court judge in Marietta, Georgia. In that capacity, I have served as a Pro-Hac State Court judge for Cobb State Court presiding over criminal trials.

12. On June 19, 2020, I received the President's Award from the Council of Municipal Court Judges.

13. Over the course of my legal career, I have received dozens of accolades, the most satisfying of which has been the gratitude of hundreds of clients over the course of the last 25 years. Other recognition includes but is not limited to: Georgia Trend Magazine's Criminal Law Legal Elite of 2006, an honor I shared that year with my colleague in this case, attorney Steve Sadow. I was listed as a Georgia Trend Top Lawyer in 2009, and Cobb Life Magazine's Top 40 under 40 recognition. I also received the State Bar of Georgia's Justice Benham Award for Community Service and the Cobb County NAACP President's Award in 2021. Ex. 2 (awards and recognition).

14. In my 25 years as an attorney, I have represented high-profile athletes, entertainers, and elected officials. I have served as lead counsel in criminal, civil, and family litigation. I have tried complex civil and criminal matters.

15. I am not now, nor have I ever been, an employee of Fulton County.

16. On February 15, 2019, I completed training that authorized and prepared me to train new municipal court judges sponsored by the National Judicial College.

17. While presenting at a training course for new Municipal Court judges in October of 2019, I met Fani T. Willis, then the newly appointed Chief Judge of the City of South Fulton.

18. After being elected as the first female District Attorney in the Atlanta Judicial Circuit in 2020 , District Attorney Willis asked me to serve on her transition team, chaired by former Mayor Atlanta Mayor Shirly Franklin.

19. In the Spring of 2021, District Attorney Willis asked me and two other attorneys to assist her in looking for a competent, trustworthy attorney to manage and lead the investigation of possible attempts to interfere with the administration of the 2020 election. District Attorney Willis was able to offer no more than $250 per hour, with a capped number of hours monthly. That hourly rate was significantly less than the market rate for experienced lawyers in the Atlanta metro area, and less than the billing rate for first-year associates at many large law firms. My previous rate when working for a governmental entity was $550 per hour. The District Attorney's Office was offering less than half of the rate a governmental agency had previously paid me.

20. Lawyers we spoke with about taking on the work expressed hesitation due to concerns related to violent rhetoric and potential safety issues for their families.

21. The District Attorney and other lawyers approached me in September of 2021 and asked me to serve in the role of Special Prosecutor in the 2020 election investigation case. Understanding the demands of the position, I initially told them I was not interested in giving up my three judicial appointments or taking more time away from my role as the managing partner and primary business generator for my firm.

22. In October of 2021, upon further consideration of the unique professional challenge this case presented, I agreed to serve as a special prosecutor on the case. I first had to officially resign from my judicial appointments.

23. In November 2021, I contracted to be a special prosecutor in the Fulton County 2020 election interference case. The case is extremely complex, and my role has included management of a team of prosecutors and investigators undertaking the investigation, Special Purpose Grand Jury process, and indictment.

24. As special prosecutor, the case required the vast majority of my time, as is reflected on submitted invoices. In many instances, I documented work performed that would have exceeded my contractual cap and did not request or receive payment from the County for that work. *See* Ex. 3 (Invoices).

25. My private practice has continued to generate revenue separate and apart from my compensation as special prosecutor.

26. While professional associates and friends since 2019, there was no personal relationship between District Attorney Willis and me prior to or at the time of my appointment as special prosecutor in 2021.

27. In 2022, District Attorney Willis and I developed a personal relationship in addition to our professional association and friendship.

28. I have no financial interest in the outcome of the 2020 election interference case or in the conviction of any defendant.

29. No funds paid to me in compensation for my role as Special Prosecutor have been shared with or provided to District Attorney Willis.

30. The District Attorney received no funds or personal financial gain from my position as Special Prosecutor.

31. I have never cohabitated with District Attorney Willis.

32. I have never shared household expenses with District Attorney Willis.

33. I have never shared a joint financial account of any kind with District Attorney Willis.

34. The District Attorney and I are both financially independent professionals; expenses for personal travel were roughly divided equally between us. At times I have made and purchased travel for District Attorney Willis and myself from my personal funds. At other times District Attorney Willis has made and purchased travel for she and I from her personal funds. Examples of District Attorney Willis purchasing plane tickets for she and I with her personal funds for our personal travel are attached. *See* Ex. 4.

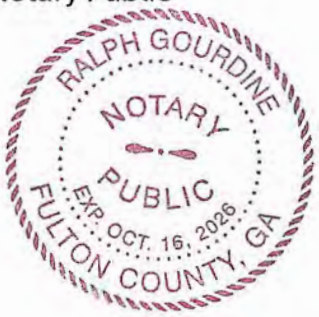
[Signature on following page]

Nathan J. Wade

Sworn and subscribed

Before me this 1 day of February, 2024/

Notary Public



# Exhibit 1

Cobb & Stat

FRIDAY ♦ APRIL 7, 2000

Surveillance camera photo

The 'Motel Gazelle' was captured talking on the phone by a motel's security camera.

# Brazen robber hitting motels around Cobb

**By Mike Sampogna**
*Marietta Daily Journal Staff Writer*

**MARIETTA** — Police are on the lookout for an armed robber they call the "Motel Gazelle," who they believe has robbed more than a dozen local motels in six weeks.

Police say he has earned the nickname because he leaps over motel check-in counters to grab the cash.

His routine is to enter motel lobbies and ask the front desk clerk for change to use the telephone.

When the clerk opens the cash drawer to get the change, the suspect hurdles over the registration counter, grabs the money from the open cash register and runs away.

The "Motel Gazelle" is wanted for 14 robberies in Marietta, Smyrna and Atlanta. He allegedly committed the crimes Feb. 25 and 29, March 2, 3, 9, 17, 25 and 28.

During the last reported incident, he robbed the Holiday Inn Express on Spring Hill Parkway in Smyrna, the Fairfield Inn on Paces Ferry Road and the La

See **Robber**, Page 3B

# Robber

Continued from **Page 1B**

Quinta Inn on Paces Ferry Road within 15 minutes of each other.

He has hit four hotels twice: the Hilton on South Park Drive off Windy Hill Road in Marietta, the La Quinta Inn on Paces Ferry in Atlanta, and Holiday Inn Express on Spring Hill Parkway and the Holiday Inn on South Winchester Parkway in Smyrna.

He has also targeted six other motels during the robbery spree: the Extended Stay Motel on Leland Drive off Windy Hill Road in Marietta, the Amerihost Inn on South Cobb Drive and the Fairfield Inn on Paces Ferry Road in Smyrna, the Sheraton on Lenox Road and the Ramada Inn on Armour Drive in Atlanta and Holiday Inn on Peachtree Street in Buckhead.

The "Motel Gazelle" is described as a very athletic black male with a dark complexion. He is between 5 feet, 10 inches and 6 feet, 1 inch tall and weighs between 165 and 180 pounds. The suspect has a slender build and is "clean cut" in appearance, according to Cobb County Police Robbery Squad.

Witnesses say he wears wire-frame glasses and has short hair.

'He has been seen leaving the area in a red or maroon four-door Honda Civic or Accord.

Police have not released the amount of money taken by the suspect because of the possibility of copycat crimes.

Anyone with information about the suspect is asked to call (770) 499-3945.

TUESDAY

APR 25 2006

CENTRAL LIBRARY-C

# Marietta Daily Journ

April 25, 2006 | Cobb's Local News Source Since 1866 | 140th year, No. 11

# Five teens arrested in China Wok slay

## Police on lookout for one more suspect

By Katie Fallon
*Marietta Daily Journal Staff Writer*

**MARIETTA** — Police have arrested four teenage boys and a 14-year-old girl in connection with the Friday night shooting at the China Wok restaurant on Delk Road.

Robert Watkins, 18, Colton Williams, 16, Marcus Brown, 18, Terrance Coleman, 18 and Maya Keating, 14, are behind bars at Cobb County Jail for their alleged role in an armed robbery that left one man dead at the scene and another in stable, but critical condition at Grady Memorial Hospital with a gunshot wound to the torso. Except Ms. Keating, the teens are Powder Springs' residents.

Marietta Police Department spokesman Officer Mark Bishop said through witness interviews Friday night, detectives developed a list of "persons of interest." Williams, Brown, Coleman and Ms. Keating each voluntarily reported to Marietta Police headquarters throughout the weekend. Bishop said the four did not know they were suspects when police asked them to come in.

Marcus Brown

Terrance Coleman

Maya Lee Keating

Robert Watkins

Colton Williams

Watkins, captured in a fashion. Alth residence was mother in P Bishop said h kicked him o not have a pe

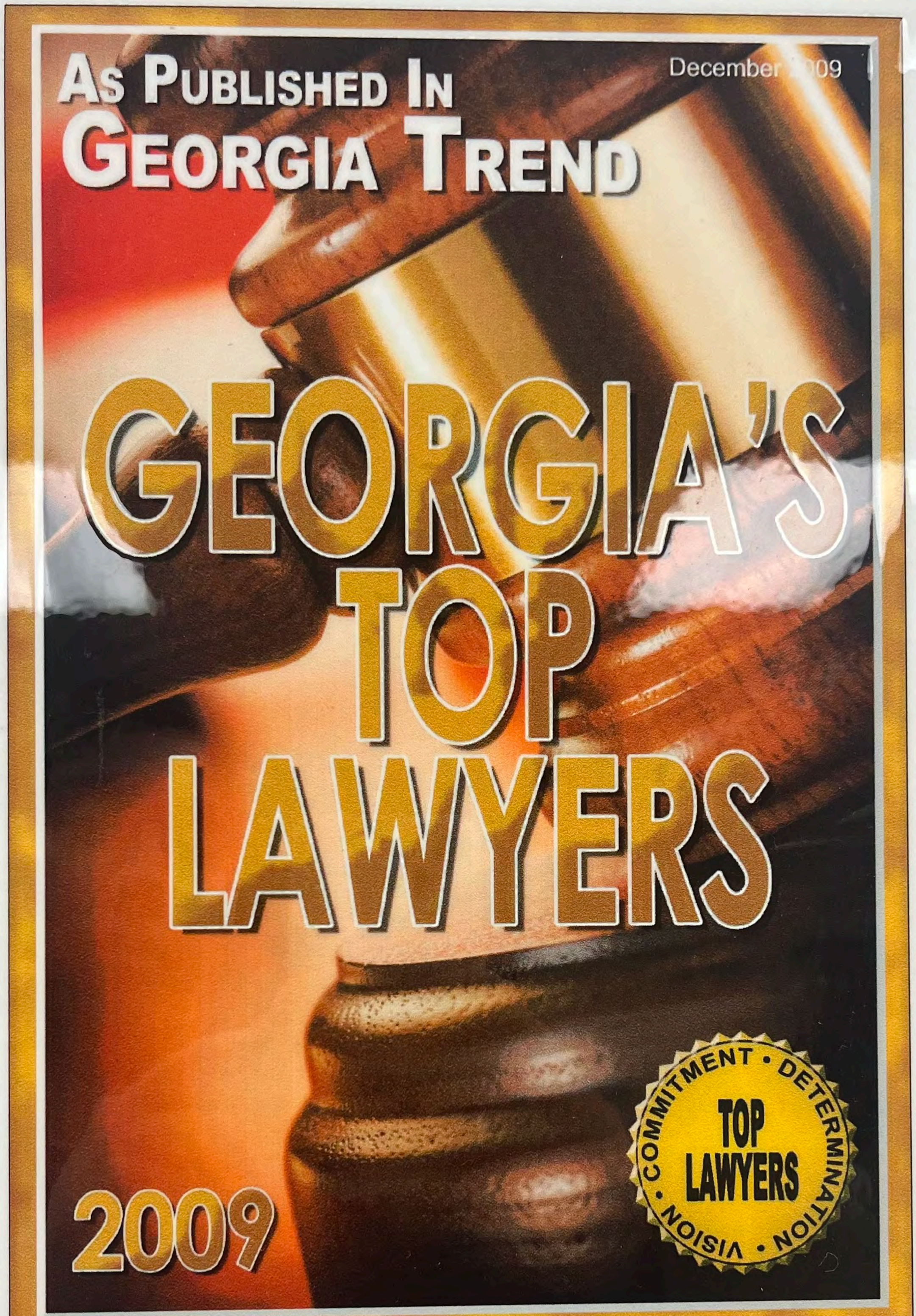
With the he kee County S ment SWAT was arrested morning in

See SI

# Exhibit 2

See Police, Page 4A

NATHAN J. WADE,




Nathan J. Wade, Esq.

*Georgia's Top Lawyers*
*Trial Lawyer*
Georgia Trend - December 2009

NATIONAL ASSOCIATION FOR THE ADVANCEMENT OF COLORED PEOPLE

NAACP

FOUNDED

1909

The Cobb County Branch NAACP

# PRESIDENTIAL AWARD

Presented to

## *Nathan Wade*

20th Commemorative Freedom Fund Awards Banquet

NAACP - "Speaking Truth To Power"

In appreciation for your Dedication and
Commitment to the Cobb County Branch

Friday, October 26, 2001
Marietta, GA

Deane Thompson Bonner
President

Presented to

*Nathan J. Wade, Esq.*

In Recognition of your support
of the Cobb County
Bar Association
Younger Lawyers
Division

February 16, 2007

# National Association of Criminal Defense Lawyers

## *Certificate of Membership*

is hereby presented to

NATHAN J. WADE

in recognition of having exhibited a professional concern
for the Association's objectives and the cause of due process

June 2003

President

Executive Director

"Liberty's Last Champion"

# Certificate of Appreciation

## COBB COUNTY BRANCH NAACP

## *Presidents' Award*

Presented to

*Nathan J. Wade, Attorney and Branch Legal Counsel*

---

***In recognition of your dedication and commitment to my tenure and to the growth of the branch.***

**36th Annual Freedom Fund Awards Banquet**

STEADFAST AND IMMOVABLE

**Saturday, October 28, 2017**
**Marietta, Georgia**

***Deane Thompson Bonner***

*President*

# Council of Municipal Court Judges of Georgia

## CERTIFICATE OF APPRECIATION

PRESENTED TO

*Judge Nathan Wade*

IN RECOGNITION OF "10" YEARS OF OUTSTANDING SERVICE

TO GEORGIA'S JUDICIARY.

Awarded on this 18th day of June 2020

*Bubba Samuels*
Judge Dale "Bubba" Samuels
CMuCJ President 2019-2020

# THE NATIONAL JUDICIAL COLLEGE

Est. 1963

Making the world a more just place by educating and inspiring its judiciary

**This certificate is awarded to**

## Nathan Wade

**Participant**

**In recognition of faithful completion of**

**Presenting Courses Effectively: A Georgia Faculty Development Workshop**

THE NATIONAL JUDICIAL COLLEGE
NJC
Est. 1963
RENO, NEVADA

In witness whereof this certificate has been signed by the Chair of the Board of Trustees and the President of The National Judicial College at the University of Nevada, Reno.

February 15, 2019

Sandra Yamate

Sandra S. Yamate, Esq., NJC Board of Trustees Chair

Benes Z. Aldana

Benes Z. Aldana, NJC President

# Exhibit 3

# LAW OFFICES OF NATHAN J WADE

VENDOR ID# VS0000076036

ATTENTION: Fulton County District Attorney's Office
136 Pryor Street
Atlanta, GA 30303

Project Title: Anti-Corruption Special Prosecutor


INVOICE #23

**1827 Powers Ferry rd**
**Bldg 25, Suite 100**
**Marietta, GA 30067**

**770-303-0700**


| Description | DATE COMPLETED | HOURS BILLED | Cost |
|---|---|---|---|
| Grand Jury; Legal research and team prep | 8/1/23 | 8 hrs @$250 | $2,000.00 |
| Team research; drafting; group conf. | 8/2/23-8/4/23 | 19 hrs @250 | $4,750.00 |
| Grand Jury | 8/7/23 | 9 hrs @250 | $2,250.00 |
| Research; team meeting | 8/8/23-8/11/23 | 33 hrs @250 | $8,250.00 |
| Grand Jury | 8/14/23 | 14hrs250 | $3,500.00 |
| Team meeting and Doc prep | 8/15/23-8/16/23 | 10 hrs @250 | $2,500.00 |
| Motions research; team hearing prep; attorney meetings | 8/21/23-8/25/23 | 40 hrs @$250 | $10,000.00 |
| Federal Court | 8/28/23 | 9 hrs @$250 | $2,250.00 |
| Attorney meetings, Discovery meetings; | 8/29/23 | 8 hrs @$250 | $0.00 |
| Drafting; team meeting; interview | 8/30/23 | 8 hrs @ 250 | $0.00 |
| Drafting; trial research; team meeting | 8/31/23 | 6 hrs @ 250 | $0.00 |
| | | | |
| | | Total | $35,000.00 |

***Due to billing restrictions this invoice has been significantly truncated

Please Note, this invoice covers August of 2023

Submitted, this _31st day of _August, 2023

Nathan J Wade

# LAW OFFICES OF NATHAN J WADE

VENDOR ID# VS0000076036

ATTENTION: Fulton County District Attorney's Office
136 Pryor Street
Atlanta, GA 30303

Project Title: Anti-Corruption Special Prosecutor


INVOICE #24

**1827 Powers Ferry rd**
**Bldg 25, Suite 100**
**Marietta, GA 30067**

**770-303-0700**


| Description | DATE COMPLETED | HOURS BILLED | Cost |
|---|---|---|---|
| Witness Interviews, legal argument research | 9/1/23 | 8 hrs @$250 | $2,000.00 |
| In court motions, team meeting, legal research | 9/5/23-9/8/23 | 33 hrs @250 | $8,250.00 |
| Meeting with witnesses and OA | 9/11/23 | 9 hrs @250 | $2,250.00 |
| In court motions, team meeting, Prep | 9/12/23-9/15/23 | 33 hrs @250 | $8,250.00 |
| Fed Court, OA conf. | 9/18/23 | 8 hrs250 | $2,000.00 |
| Team meeting and Doc prep | 9/19/23 | 10 hrs @250 | $2,500.00 |
| Fed court hearing, meeting with OA | 9/20/23 | 8 hrs @$250 | $2,000.00 |
| Trial prep, research, team meetings | 9/21/23-9/22/23 | 16 hrs @$250 | $4,000.00 |
| Attorney meetings, Discovery meetings; | 9/25/23-9/27/23 | 25 hrs @$250 | $3,500.00 |
| Drafting; team meeting; interview | 9/28/23 | 8 hrs @ 250 | $0.00 |
| Drafting; trial research; team meeting | 9/29/23 | 8 hrs @ 250 | $0.00 |
| | | | |
| | | Total | $34,250.00 |

***Due to billing restrictions this invoice has been significantly truncated

Please Note, this invoice covers September of 2023

Submitted, this _1st day of _October 2023

Nathan J Wade

# LAW OFFICES OF NATHAN J WADE

VENDOR ID# VS0000076036

ATTENTION: Fulton County District Attorney's Office
136 Pryor Street
Atlanta, GA 30303

Project Title: Anti-Corruption Special Prosecutor


INVOICE #26

**1827 Powers Ferry rd**
**Bldg 25, Suite 100**
**Marietta, GA 30067**

**770-303-0700**


| Description | DATE COMPLETED | HOURS BILLED | Cost |
|---|---|---|---|
| Witness Interviews, Team meeting | 10/2/23 | 8 hrs @$250 | $2,000.00 |
| Pre trial negotiations and meeting with witnesses | 10/3/23-10/4/23 | 17 hrs @250 | $4,250.00 |
| Court hearing, investigation | 10/5/23 | 9 hrs @250 | $2,250.00 |
| Team prep and motions | 10/6/23 | 8 hrs @250 | $2,000.00 |
| Interviews, motions in court, team meetings | 10/9/23-10/13/23 | 42 hrs250 | $10,500.00 |
| In court hearing, negotiations | 10/16/23 | 10 hrs @250 | $2,500.00 |
| Research, team investigation, meetings | 10/17/23-10/19/23 | 25 hrs @$250 | $3,500.00 |
| In court hearing and negotiations | 10/20/23 | 8 hrs @$250 | $2,000.00 |
| Attorney meetings, Discovery meetings; | 10/23/23-10/27/23 | 40 hrs @$250 | $10,000.00 |
| team meeting; interviews, negotiations | 10/30/23 | 8 hrs @ 250 | $0.00 |
| Trial prep | 10/31/23 | 8 hrs @ 250 | $0.00 |
| | | | |
| | | Total | $37,000.00 |

***Due to billing restrictions this invoice has been significantly truncated

Please Note, this invoice covers October of 2023

Submitted, this _31st  day of _October 2023

Nathan J Wade

# LAW OFFICES OF NATHAN J WADE

VENDOR ID# VS0000076036

ATTENTION: Fulton County District Attorney's Office
136 Pryor Street
Atlanta, GA 30303

Project Title: Anti-Corruption Special Prosecutor


INVOICE #27

**1827 Powers Ferry rd**
**Bldg 25, Suite 100**
**Marietta, GA 30067**

**770-303-0700**


| Description | DATE COMPLETED | HOURS BILLED | Cost |
|---|---|---|---|
| Review graphics and instructions; motions prep | 11/1/23 | 8 hrs @$250 | $2,000.00 |
| Prep for hearings; witness interviews | 11/2/23-11/3/23 | 17 hrs @250 | $4,250.00 |
| Team meetings; meeting with OA re clients proffer | 11/7/23-11/9/23 | 25 hrs @250 | $3,500.00 |
| Team prep and motions | 11/14/23 | 8 hrs @250 | $2,000.00 |
| In court hearing, negotiations | 11/15/23 | 8 hrs250 | $2,000.00 |
| team meeting; interviews, negotiations | 11/16/23-11/17/23 | 10 hrs @250 | $2,500.00 |
| Research,; prep for hearing | 11/20/23 | 8 hrs @$250 | $0.00 |
| In court hearing | 11/21/23 | 8 hrs @$250 | $0.00 |
| Attorney meetings | 11/27/23-10/28/23 | 11hrs @$250 | $0.00 |
| team meeting; interviews, negotiations | 11/29/23 | 8 hrs @ 250 | $0.00 |
| Research; motion prep | 11/30/23 | 4 hrs @ 250 | $0.00 |
| | | | |
| | | Total | $16,000.00 |

***Due to billing restrictions this invoice has been significantly truncated

Please Note, this invoice covers November of 2023

Submitted, this _30th day of _November 2023

Nathan J Wade

# Exhibit 4

Gmail

# Fwd: Your Flight Receipt - FANI WILLIS 30DEC22

:

**From:** Delta Air Lines <DeltaAirLines@t.delta.com>
**Date:** November 30, 2022 at 8:34:36 PM EST
**To:** [redacted]@gmail.com
**Subject: Your Flight Receipt - FANI WILLIS 30DEC22**
**Reply-To:** Transactional Email Reply Inbox <reply-264062-14_HTML-89925982-10982494-722248@t.delta.com>

View as a Web Page

DELTA

[redacted]
SkyMiles® Member

CONFIRMATION #: GA9N7M

## Passenger Info

Name: FANI WILLIS
SkyMiles [redacted]

| FLIGHT | SEAT |
|---|---|
| DELTA 1482 | 18D |
| DELTA 1380 | 11B |

Visit delta.com or download the Fly Delta app to view, select or change your seat. If you purchased a Delta Comfort+™ seat or a Trip Extra, please visit My Trips to access a receipt of your purchase.

| Fri, 30DEC | DEPART | ARRIVE |
|---|---|---|
| DELTA 1482<br>Delta Comfort+® (S) | ATLANTA<br>7:21am | MIAMI, FL<br>9:18am |

| Tue, 03JAN | DEPART | ARRIVE |
|---|---|---|
| DELTA 1380<br>Delta Comfort+® (W) | MIAMI, FL<br>8:52pm | ATLANTA<br>10:59pm |

MANAGE MY TRIP

### Check for Your Destination's Entry Requirements

Many countries have issued travel requirements that may affect your travel plans. We strongly encourage you to review the Delta Discover

Map for the latest on your destination's COVID-19 testing, vaccination and quarantine requirements. If this changes your plans, you may check your eligibility to change or cancel your flight here.

*Updated Nov 7, 2022

**REAL ID–Compliant Licenses or IDs Required as of May 3, 2023**

Every air traveler 18 years of age and older will need a REAL ID-compliant driver's license or another acceptable form of ID. Please visit the TSA REAL ID website here for more information.

## Flight Receipt

Ticket #: 0062166793993
Place of Issue:
Issue Date: 30NOV22
Expiration Date: 31DEC23

| METHOD OF PAYMENT | |
|---|---|
| VI**********2299 | **$697.20 USD** |

| CHARGES | |
|---|---|
| **Air Transportation Charges** | |
| Base Fare | $621.39 USD |
| **Taxes, Fees and Charges** | |
| United States - September 11th Security Fee(Passenger Civil Aviation Security Service Fee) (AY) | $11.20 USD |
| United States - Transportation Tax (US) | $46.61 USD |
| United States - Passenger Facility Charge (XF) | $9.00 USD |
| United States - Flight Segment Tax (ZP) | $9.00 USD |
| **TICKET AMOUNT** | **$697.20 USD** |

Gmail

# Fwd: Your Flight Receipt - NATHAN J WADE 30DEC22

:

**From:** Delta Air Lines <DeltaAirLines@t.delta.com>
**Date:** November 30, 2022 at 8:34:37 PM EST
**To:** [redacted]@gmail.com
**Subject: Your Flight Receipt - NATHAN J WADE 30DEC22**
**Reply-To:** Transactional Email Reply Inbox <reply-264062-14_HTML-89925982-10982494-722250@t.delta.com>

View as a Web Page

DELTA

[redacted]
SkyMiles® Member

CONFIRMATION #: GA9N7M

## Passenger Info

Name: NATHAN J WADE
SkyMiles [redacted]

| FLIGHT | SEAT |
|---|---|
| DELTA 1482 | 18E |
| DELTA 1380 | 11C |

Visit delta.com or download the Fly Delta app to view, select or change your seat. If you purchased a Delta Comfort+™ seat or a Trip Extra, please visit My Trips to access a receipt of your purchase.

| Fri, 30DEC | DEPART | ARRIVE |
|---|---|---|
| DELTA 1482<br>Delta Comfort+® (S) | ATLANTA<br>7:21am | MIAMI, FL<br>9:18am |

| Tue, 03JAN | DEPART | ARRIVE |
|---|---|---|
| DELTA 1380<br>Delta Comfort+® (W) | MIAMI, FL<br>8:52pm | ATLANTA<br>10:59pm |

MANAGE MY TRIP

### Check for Your Destination's Entry Requirements

Many countries have issued travel requirements that may affect your travel plans. We strongly encourage you to review the Delta Discover

Map for the latest on your destination's COVID-19 testing, vaccination and quarantine requirements. If this changes your plans, you may check your eligibility to change or cancel your flight here.

*Updated Nov 7, 2022

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Every air traveler 18 years of age and older will need a REAL ID-compliant driver's license or another acceptable form of ID. Please visit the TSA REAL ID website here for more information.

## Flight Receipt

Ticket #: 0062166793994
Place of Issue:
Issue Date: 30NOV22
Expiration Date: 31DEC23

| METHOD OF PAYMENT | |
|---|---|
| VI**********2299 | **$697.20 USD** |

| CHARGES | |
|---|---|
| **Air Transportation Charges** | |
| Base Fare | $621.39 USD |
| **Taxes, Fees and Charges** | |
| United States - September 11th Security Fee(Passenger Civil Aviation Security Service Fee) (AY) | $11.20 USD |
| United States - Transportation Tax (US) | $46.61 USD |
| United States - Passenger Facility Charge (XF) | $9.00 USD |
| United States - Flight Segment Tax (ZP) | $9.00 USD |
| **TICKET AMOUNT** | **$697.20 USD** |

# Exhibit B

Fani Willis
Fulton County District Attorney
141 Pryor Street SW
Suite 230
Atlanta, GA 30303

# You god damn NIGGER

How does George Soros's old White Dick taste Bitch?

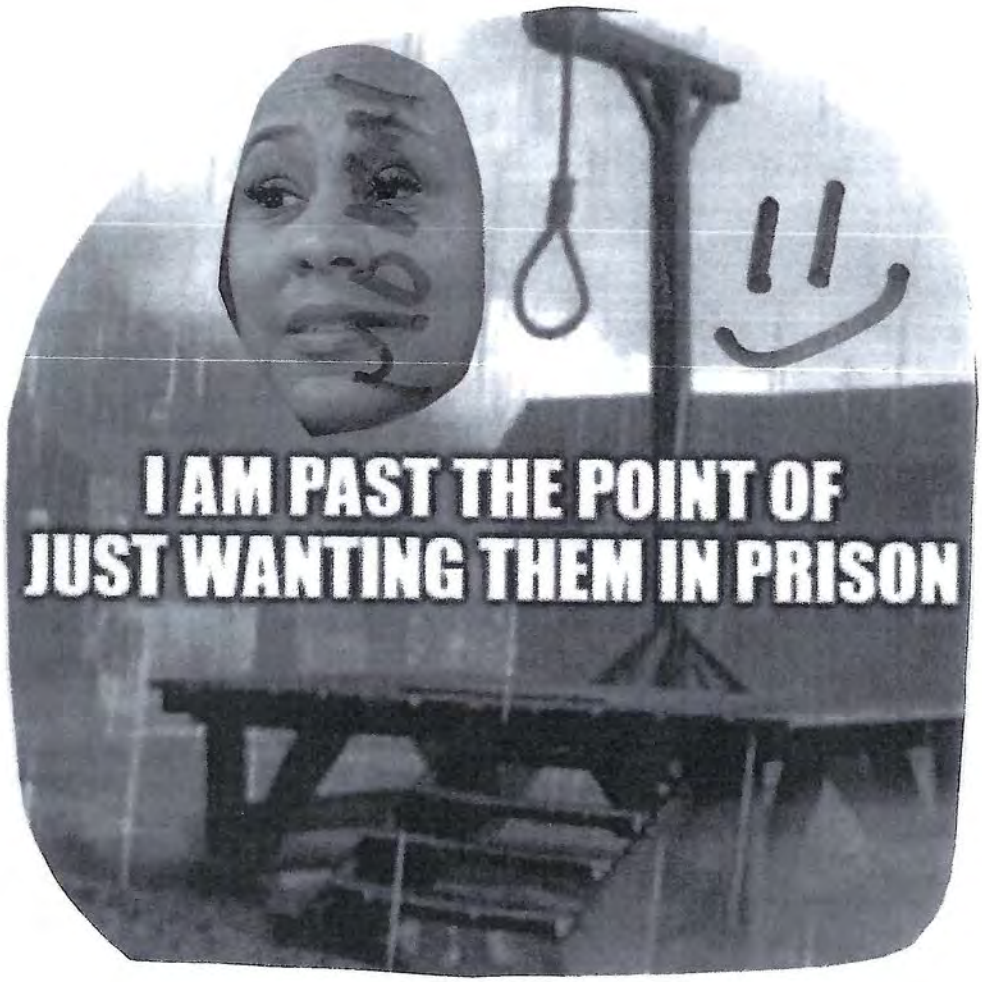
You Stupid MotherFucker

FUCK YOU

You are guilty of election interference!

Sell Out! Watch that Family!!!

Fuck Democrats


I AM PAST THE POINT OF
JUST WANTING THEM IN PRISON

What? Some crackers have been bitchin' about you putting that black buck of yours on the payroll? What's their business? Don't they know that's the way niggers function?

One other problem, asshole: Running to that nigger church to do your phony fucking crying, wasn't smart. Typical ploy when a nigger gets caught in a scam.

Suggestion: When you're in court, point out that your buck's big black pecker has NOTHING TO DO WITH HIM BEING ON THE PAYROLL!!

Tell the court "That boy does good work, in court and in bed!" Yell out: "Him fucking my black ass off has nothing to do with the facts." Then give them the punch-line: "We niggers got a right, a civil fucking right to fuck-up the Constitution." Then yell out: "Dat be our right as niggers and porch monkey jungle bunnies, you Mother-fuckers." Then put out some phony tears like you did in the church. It's gonna be fun watching what Trump does to you cocksuckers after he's elected.

SLAVERY FOREVER

# Exhibit C

**Ashleigh Bartkus Merchant** is at **Marietta Greek Festival.**

May 15, 2016 · Marietta ·

**Vote Nathan J. Wade!**
**Enjoying some Greek music while getting the word out!**

45 4 comments 1 share

Like Comment Message

**Ashleigh Bartkus Merchant**

May 9, 2016 · Marietta ·

Sorry for all the political posts:

Please join me in supporting Nathan Wade for Cobb County Superior Court Judge.
Early voting is underway.
You may vote Monday through Friday of this week from 8a til 5p. You may also vote this Saturday, May 14th from 9a til 4p.
Voting this week is at the Elections Office located at 736 Whitlock Avenue, Marietta, GA 30064.
Why Nathan Wade?
Nathan is ethical.
Nathan has demonstrated his ability to be fair and impartial and to follow the law while serving as a judge. Nathan currently serves as an Associate Municipal Court Judge. He is a former Pro Hac State Court Judge.
Experience Matters.
Nathan's experience includes: Public Servant. Prosecutor. Private Attorney. Judge.
Let's ensure Justice for All. Vote Nathan Wade for Cobb County Superior Court Judge today through May 20th or on Election Day May 24th.

17 1 comment 2 shares

Like Comment Message

Nathan has practiced in every area of the law that appears before the Superior Court bench. He has been active in the Cobb Bar Association, the Northwest Georgia Bar Association and the community. He is a recipient of the State Bar of Georgia's Justice Robert Benham Award for Service to the Community. He is also a recipient of the Gate City Bar Judicial Section Legacy Award (Justice Robert Benham Legacy Award). Nathan has served on the Board of Trustees for the Cobb County Bar
Association and as CLE Chair for the Cobb County Bar Association.

He was recognized by Cobb Life Magazine "Top 20 under 40" (2008) and received Georgia's Top Lawyers Award in 2006 and 2009. Nathan's community service while practicing law and serving as a judge includes, but is not limited to, serving as Head Basketball Coach, Cobb County Athletic Club, Youth Mentor, board member for the Cobb County Commission on Children and Youth, Cobb County High School Mock Trial coach, member of the Marietta Kiwanis Club, member of the Alpha Phi Alpha Fraternity, board member for Cobb County

Parks and Recreation, and board member for Communities In Schools of Marietta/Cobb County Inc."

#votewade
#nogreen

14 2 comments 9 shares

**Ashleigh Bartkus Merchant**

May 11, 2016 · Marietta ·

**Reuben Green's campaign is sending out a push poll identifying Green's opponent  Nathan J. Wade as merely being a "criminal defense attorney" when, in fact, he has a much more robust legal background:**

**"Nathan Wade is a graduate of John Marshall Law School (Atlanta). He began his legal career in Cobb County with the Cobb County Solicitor General's Office. He currently serves as an Associate Municipal Court Judge in Marietta.**

**Since entering the legal profession, Nathan Wade has served as prosecutor, defense counsel, civil litigator and judge. His judicial experience includes serving as Pro Hac Judge in the State Court of Cobb County. Currently, his law practice consists of domestic relations/family law, personal injury and other civil cases. He supervises the criminal law practice for the firm. Nathan's legal experience includes representing commercial and private citizens in civil cases.**

**Nathan has practiced in every area of the law that appears before the Superior Court bench.  He has been active in the Cobb Bar Association, the Northwest Georgia Bar Association and the community. He is a recipient of the State Bar of Georgia's Justice Robert Benham Award for Service to the Community. He is also a recipient of the Gate City Bar Judicial Section Legacy**

# Exhibit D

OFFICE OF THE FULTON COUNTY DISTRICT ATTORNEY
ATLANTA JUDICIAL CIRCUIT
136 PRYOR STREET SW, 3RD FLOOR
ATLANTA, GEORGIA 30303

*Fani T. Willis*
District Attorney

TELEPHONE 404-612-4639

2022-EX-000017

FILED IN OFFICE
JAN 20 2022
DEPUTY CLERK SUPERIOR COURT
FULTON COUNTY, GA

The Honorable Christopher S. Brasher
Chief Judge, Fulton County Superior Court
Fulton County Courthouse
185 Central Avenue SW, Suite T-8905
Atlanta, Georgia 30303

January 20, 2022

Dear Chief Judge Brasher:

I hope this letter finds you well and in good spirits. Please be advised that the District Attorney's Office has received information indicating a reasonable probability that the State of Georgia's administration of elections in 2020, including the State's election of the President of the United States, was subject to possible criminal disruptions. Our office has also learned that individuals associated with these disruptions have contacted other agencies empowered to investigate this matter, including the Georgia Secretary of State, the Georgia Attorney General, and the United States Attorney's Office for the Northern District of Georgia, leaving this office as the sole agency with jurisdiction that is not a potential witness to conduct related to the matter. As a result, our office has opened an investigation into any coordinated attempts to unlawfully alter the outcome of the 2020 elections in this state.

We have made efforts to interview multiple witnesses and gather evidence, and a significant number of witnesses and prospective witnesses have refused to cooperate with the investigation absent a subpoena requiring their testimony. By way of example, Georgia Secretary of State Brad Raffensperger, an essential witness to the investigation, has indicated that he will not participate in an interview or otherwise offer evidence until he is presented with a subpoena by my office. Please see Exhibit A, attached to this letter.

Therefore, I am hereby requesting, as the elected District Attorney for Fulton County, pursuant to O.C.G.A. § 15-12-100 et. seq., that a special purpose grand jury be impaneled for the purpose of investigating the facts and circumstances relating directly or indirectly to possible attempts to disrupt the lawful administration of the 2020 elections in the State of Georgia. Specifically, a special purpose grand jury, which will not have the authority to return an indictment but may make recommendations concerning criminal prosecution as it shall see fit, is needed for three reasons: first, a special purpose grand jury can be impaneled by the Court for any time period required in order to accomplish its investigation, which will likely exceed a normal grand jury

term; second, the special purpose grand jury would be empowered to review this matter and this matter only, with an investigatory focus appropriate to the complexity of the facts and circumstances involved; and third, the sitting grand jury would not be required to attempt to address this matter in addition to their normal duties.

Additionally, I am requesting that, pursuant to O.C.G.A. § 15-12-101, a Fulton County Superior Court Judge be assigned to assist and supervise the special purpose grand jury in carrying out its investigation and duties.

I have attached a proposed order impaneling the special purpose grand jury for the consideration of the Court.

Respectfully,

Fani T. Willis
District Attorney, Atlanta Judicial Circuit

Exhibit A: Transcript of October 31, 2021 episode of *Meet the Press* on NBC News at 26:04 (video archived at https://www.youtube.com/watch?v=B71cBRPgt9k)
Exhibit B: Proposed Order

cc:
The Honorable Kimberly M. Esmond Adams
The Honorable Jane C. Barwick
The Honorable Rachelle Carnesdale
The Honorable Thomas A. Cox, Jr.
The Honorable Eric Dunaway
The Honorable Charles M. Eaton, Jr.
The Honorable Belinda E. Edwards
The Honorable Kelly Lee Ellerbe
The Honorable Kevin M. Farmer
The Honorable Ural Glanville
The Honorable Shakura L. Ingram
The Honorable Rachel R. Krause
The Honorable Melynee Leftridge
The Honorable Robert C.I. McBurney
The Honorable Henry M. Newkirk
The Honorable Emily K. Richardson
The Honorable Craig L. Schwall, Sr.
The Honorable Paige Reese Whitaker
The Honorable Shermela J. Williams
Fulton County Clerk of Superior Court Cathelene "Tina" Robinson

# EXHIBIT A

BRAD RAFFENSPERGER:

Well, there's nothing to recalculate because if you look at the numbers, the numbers are the numbers. And so you can slice that, dice that any way you want. But at the end of the day, President Trump came up 11,800 votes short. And I had the numbers. Here are the real facts, though, 28,000 Georgians did not vote for anyone for president of the United States of America in Georgia. They skipped. They didn't vote for Biden. They didn't vote for President Trump. They didn't vote for the libertarian Jo Jorgesen. They just left it blank. And Senator David Perdue got 20,000 more votes in the metropolitan areas of the met-- of metropolitan Atlanta and Athens. And that really tells the big story of why President Trump did not carry the state of Georgia.

CHUCK TODD:

The Fulton County district attorney has been investigating whether the president did break any laws in that phone call to you. Have you -- I know you've turned over documents and various things. Have you been interviewed by investigators? You hadn't the last time we talked. Have you since?

BRAD RAFFENSPERGER:

No, I haven't been. I think she's busy with other matters. She has an awful lot of other cases that she inherited. But we fully complied, sent all the documents that we had, and she actually talked to some of our staff members. So if she wants to interview me, there's a process for that and I will gladly participate in that because I want to make sure that I follow the law, follow the Constitution. And when you get a grand jury summons, you respond to it.

CHUCK TODD:

You believe this investigation is totally -- is very legitimate by the D.A.?

BRAD RAFFENSPERGER:

Well, I'm an engineer, not a lawyer. And so I'll let her follow that process and let her bring it before the people.

CHUCK TODD:

You said that you wouldn't have released the phone call had President Trump not tweeted. That's a little bit disconcerting to some. Here he was asking you to break the law. But you

# EXHIBIT B

**IN THE SUPERIOR COURT OF FULTON COUNTY**

**STATE OF GEORGIA**

**IN RE:**
**SPECIAL PURPOSE GRAND JURY**

**ORDER IMPANELING SPECIAL PURPOSE GRAND JURY PURSUANT TO O.C.G.A. § 15-12-100, ET SEQ.**

Pursuant to the request of the District Attorney for the Atlanta Judicial Circuit to the Judges of the Superior Court of Fulton County to impanel a Special Purpose Grand Jury under the provisions of O.C.G.A. § 15-12-100 et seq., for the purpose of investigating the facts and circumstances surrounding potential disruptions to the lawful administration of the 2020 elections in the State of Georgia, including the election of the President of the United States; and

This matter having been discussed, considered, and approved by the Judges of this Court at the regularly scheduled DATE meeting;

**IT IS ORDERED** that a Special Purpose Grand Jury be drawn and serve as provided in O.C.G.A. §§ 15-12-62.1, 15-12-67, and 15-12-100 et. seq., by and under the supervision of the Honorable NAME, to commence serving on May 2, 2022, not to exceed 12 months under this Order, excluding any time periods when the supervising judge determines that the Special Purpose Grand Jury cannot meet for safety or other reasons, or any time periods when normal court operations are suspended by order of the Supreme Court of Georgia or the Chief Judge of the Superior Court. The Special Purpose Grand Jury shall be authorized to investigate any and all facts and circumstances relating directly or indirectly to alleged violations of the laws of the State of Georgia intended to change, disrupt, or influence the administration or outcome of the 2020 General Election in Georgia and its subsequent runoff, during the period from January 20, 2017,

to the present day. This authorization shall include the investigation of any overt acts or predicate acts relating to the subject of the Special Purpose Grand Jury's investigative purpose. The Special Purpose Grand Jury, when making its presentments and reports, pursuant to O.C.G.A. §§ 15-12-71 and 15-12-101, may make recommendations concerning criminal prosecution as it shall see fit. Furthermore, the provisions of O.C.G.A. § 15-12-83 shall apply.

**IT IS FURTHER ORDERED** that this Order be filed in the Office of the Clerk of the Superior Court of Fulton County, Georgia, and published in the newspaper of record.

**SO ORDERED**, this DATE,

**The Honorable Christopher S. Brasher**
**Chief Judge, Superior Court of Fulton County**
**Atlanta Judicial Circuit**

**PROPOSED ORDER PREPARED BY:**

**Fani T. Willis**
**District Attorney**
**Atlanta Judicial Circuit**
**Georgia State Bar No. 223955**

# Exhibit E

**IN THE SUPERIOR COURT OF FULTON COUNTY**
**ATLANTA JUDICIAL CIRCUIT**
**STATE OF GEORGIA**

2022-EX000024
FILED IN OFFICE
JAN 24 2022
DEPUTY CLERK SUPERIOR COURT
FULTON COUNTY, GA

**IN RE: REQUEST FOR SPECIAL PURPOSE GRAND JURY**

**ORDER APPROVING REQUEST FOR SPECIAL PURPOSE GRAND JURY PURSUANT TO O.C.G.A. §15-12-100, et seq.**

The District Attorney for the Atlanta Judicial Circuit submitted to the judges of the Superior Court of Fulton County a request to impanel a special purpose jury for the purposes set forth in that request. This request was considered and approved by a majority of the total number of the judges of this Court, as required by O.C.G.A. §15-12-100(b).

IT IS THEREFORE ORDERED that a special purpose grand jury be drawn and impaneled to serve as provided in O.C.G.A. § 15-12-62.1, 15-12-67, and 15-12-100, to commence on May 2, 2022, and continuing for a period not to exceed 12 months. Such period shall not include any time periods when the supervising judge determines that the special purpose grand jury cannot meet for safety or other reasons, or any time periods when normal court operations are suspended by order of the Supreme Court of Georgia or the Chief Judge of the Superior Court. The special purpose grand jury shall be authorized to investigate any and all facts and circumstances relating directly or indirectly to alleged violations of the laws of the State of Georgia, as set forth in the request of the District Attorney referenced herein above.

Pursuant to O.C.G.A. § 15-12-101(a), the Honorable Robert C. I. McBurney is hereby assigned to supervise and assist the special purpose grand jury, and shall charge said special purpose grand jury and receive its reports as provided by law.

This authorization shall include the investigation of any overt acts or predicate acts relating to the subject of the special purpose grand jury's investigative purpose. The special purpose grand jury, when making its presentments and reports, pursuant to O.C.G.A. §§ 15-12-71 and 15-12-101, may make recommendations concerning criminal prosecution as it shall see fit. Furthermore, the provisions of O.C.G.A. § 15-12-83 shall apply.

This Court also notes that the appointment of a special purpose grand jury will permit the time, efforts, and attention of the regular grand jury(ies) impaneled in this Circuit to continue to be devoted to the consideration of the backlog of criminal matters that has accumulated as a result of the COVID-19 Pandemic.

IT IS FURTHER ORDERED that this Order shall be filed in the Office of the Clerk of the Superior Court of Fulton County.

SO ORDERED, THIS 24 DAY OF January, 2022.

CHRISTOPHER S. BRASHER, CHIEF JUDGE
Superior Court of Fulton County
Atlanta Judicial Circuit

# Exhibit F

FILED IN OFFICE
JAN 09 2023
DEPUTY CLERK SUPERIOR COURT
FULTON COUNTY, GA

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

| | |
|---|---|
| IN RE 2 MAY 2022 SPECIAL PURPOSE GRAND JURY | 2022-EX-000024 |

**ORDER DISSOLVING SPECIAL PURPOSE GRAND JURY AND SETTING HEARING ON QUESTION OF PUBLICATION**

On 20 January 2022, the District Attorney of Fulton County petitioned the Chief Judge of the Superior Court of Fulton County to convene the entire Superior Court bench to consider the District Attorney's request for a special purpose grand jury. That grand jury's charter, if approved, would be to conduct a criminal investigation into "the facts and circumstances relating directly or indirectly to possible attempts to disrupt the lawful administration of the 2020 elections in the State of Georgia" and to prepare a report on whether anyone should be prosecuted for such potential crimes. On 24 January 2022, the Chief Judge, having received a majority of the twenty judges' assent, issued an Order authorizing the convening of a special purpose grand jury for this criminal investigation.

On 2 May 2022, the special purpose grand jury was selected and sworn in; in June 2022 it began receiving evidence and investigating the possibility of criminal interference in the 2020 general election. The special purpose grand jury, after many months of witness testimony, has now issued its final report pursuant to O.C.G.A. § 15-12-101(a). Based on the completion of that report, the undersigned subsequently recommended to the Honorable Chief Judge Ural Glanville that the special purpose grand jury be dissolved. O.C.G.A. § 15-12-101(b). Chief Judge Glanville then polled the entire Superior Court bench, a majority of which voted to dissolve the special purpose grand jury. *Id.*

Given the special purpose grand jury's delivery of its final report, the undersigned's recommendation, and the Superior Court bench's vote, it is the ORDER of this Court that the special purpose grand jury now stands DISSOLVED. The Court thanks the grand jurors for their dedication, professionalism, and significant commitment of time and attention to this important matter. It was no small sacrifice to serve.

Remaining is the question of publication of the final report. The special purpose grand jury certified that it voted to recommend that its report be published pursuant to O.C.G.A. § 15-12-80. That provision is mandatory: "the judge shall order the publication as recommended." And that provision appears to apply to the work of special purpose grand juries. O.C.G.A. § 15-12-102. Unresolved is the question of whether the special purpose grand jury's final report constitutes a presentment. The Court invites argument on this issue and sets the matter down for a hearing on **24 January 2023 at noon in Courtroom 8-D**. The District Attorney's Office shall be given an opportunity at that time to provide its perspective as will any consolidated media intervenors. Argument should focus on the applicability of O.C.G.A. § 15-12-80 to the special purpose grand jury's work as well as the precedential impact of *In re July-August, 2003 DeKalb Cnty. Grand Jury*, 265 Ga. App. 870, 872-73 (2004); *In re Floyd Cnty. Grand Jury Presentments for May Term 1996*, 225 Ga. App. 705, 707 (1997); and *Kelley v. Tanksley*, 105 Ga. App. 65, 66-67 (1961).

SO ORDERED this 9th day of January 2023.

Judge Robert C.I. McBurney
Superior Court of Fulton County
Atlanta Judicial Circuit

# Exhibit G

FILED IN OFFICE
SEP 0 8 2023
CHE ALEXANDER
Clerk of Superior Court
Fulton County, Georgia

IN THE SUPERIOR COURT OF FULTON COUNTY
STATE OF GEORGIA

| | |
|---|---|
| IN RE 2 MAY 2022 SPECIAL PURPOSE GRAND JURY | 2022-EX-000024 |

**ORDER ENTERING SPECIAL PURPOSE GRAND JURY'S FINAL REPORT INTO COURT RECORD**

On 28 August 2023, the undersigned entered an Order directing that, absent objection, the Special Purpose Grand Jury's final report that sets forth its findings and recommendations to the District Attorney of Fulton County concerning its investigation into possible criminal interference in the 2020 general election in Georgia be entered into the public docket on 8 September 2023. There have been no objections lodged. Therefore, attached to this Order as Exhibit A is the final report, with only the names of the two signatories redacted. The Clerk is directed to make this Order and its attachment available to the public.

SO ORDERED this 8th day of September 2023.

Judge Robert C.I. McBurney
Superior Court of Fulton County
Atlanta Judicial Circuit

# EXHIBIT A

# to Order of 8 September 2023

# 2022-EX-000024

# SPECIAL PURPOSE GRAND JURY REPORT

This Special Purpose Grand Jury (herein referred to as "the Grand Jury") was impaneled pursuant to an Order dated January 24, 2022 by Christopher S. Brasher, Chief Judge of the Superior Court of Fulton County, Atlanta Judicial Circuit. The Grand Jury consisted of twenty-six Fulton County residents, three of whom were alternates. On any day testimony was received or deliberations were had, the number of jurors present ranged between sixteen and twenty-four as availability allowed. Pursuant to statute, if we had our needed quorum of sixteen jurors present, we could do business with that.

The Grand Jury was impaneled to investigate a specific issue: the facts and circumstances relating directly or indirectly to possible attempts to disrupt the lawful administration of the 2020 presidential elections in the State of Georgia.

This Grand Jury was selected on May 2nd, 2022 and first heard evidence on June 1st, 2022. We continued to hear evidence and receive information into December 2022. The Grand Jury received evidence from or involving 75 witnesses during the course of this investigation, the overwhelming majority of which information was delivered in person under oath. The Grand Jury also received information in the form of investigator testimony and various forms of digital and physical media. Pursuant to Georgia law, a team of assistant district attorneys provided the Grand Jury with applicable statutes and procedures. Any recommendation set out herein is the sole conclusion of the Grand Jury based on testimony presented, facts received, and our deliberations.

Following is the final report of the Special Purpose Grand Jury. We set forth for the Court our recommendations on indictments and relevant statutes, including the votes by the Grand Jurors. This includes the votes respective to each topic, indicated in a "Yea/Nay/Abstain" format throughout. The total number of Grand Jurors who placed a vote on each topic has been indicated in each section. Footnotes have been added in certain places where a juror requested the opportunity to clarify their vote for any reason. Each applicable statute is referenced by citation

number. Attached to this document as Appendix A is a complete set of Georgia statutes referenced below.

The Grand Jury heard extensive testimony on the subject of alleged election fraud from poll workers, investigators, technical experts, and State of Georgia employees and officials, as well as from persons still claiming that such fraud took place. We find by a unanimous vote that no widespread fraud took place in the Georgia 2020 presidential election that could result in overturning that election.

I.

With respect to the January 2nd, 2021 phone call from President Trump to Secretary of State Brad Raffensperger, the Grand Jury recommends the District Attorney seek indictments against the following individual(s):

Donald Trump

Relevant Statutes, including votes (22):

| | |
|---|---|
| O.C.G.A. 16-10-93 (b) | 21 Y/1 N/0 A |
| O.C.G.A. 16-10-20 | 21 Y/1 N/0 A |
| O.C.G.A. 21-2-604 | 18 Y/1 N/3 A |
| O.C.G.A. 21-2-597 | 19 Y/1 N/2 A |

O.C.G.A 16-4-7, criminal solicitation

| | |
|---|---|
| O.C.G.A. 16-10-8 | 19 Y/1 N/2 A |
| O.C.G.A. 16-10-20 | 20 Y/1 N/1 A |

In the same connection, we recommend seeking an indictment against the following individual(s):

Cleta Mitchell

Relevant Statutes, including votes (18):

| | |
|---|---|
| O.C.G.A. 16-10-93 (b) | 18 Y/0 N/0 A |
| O.C.G.A. 16-10-20 | 18 Y/0 N/0 A |
| O.C.G.A. 21-2-604 | 18 Y/0 N/0 A |
| O.C.G.A. 21-2-597 | 18 Y/0 N/0 A |

O.C.G.A. 16-4-7, criminal solicitation

| | |
|---|---|
| O.C.G.A. 16-10-8 | 12 Y/5 N/1 A |

O.C.G.A. 16-10-20 12 Y/5 N/1 A

II.

With respect to the persistent, repeated communications directed to multiple Georgia officials and employees between November of 2020 and January of 2021, the Grand Jury recommends the District Attorney seek indictments against the following individual(s), including votes (18):

Donald Trump 17 Y/1 N/0 A

Rudy Giuliani 17 Y/1 N/0 A

Relevant Statutes:

O.C.G.A. 21-2-597

O.C.G.A. 16-10-20

O.C.G.A. 16-4-7, criminal solicitation

O.C.G.A. 16-10-20

In the same connection, we recommend seeking an indictment against the following individual(s), including votes (18):

David Perdue 16 Y/1 N/1 A

Relevant Statutes:

O.C.G.A. 16-10-20

III.

With respect to the several legislative hearings held before the Georgia legislature in December of 2020 and evidence presented therein, including items such as: the State Farm Arena video, the purported statistics of vote discrepancies, and the allegations of improper conduct by Fulton County election staff; the Grand Jury recommends that the District Attorney seek indictments against the following individual(s), including the votes (21):

Rudy Giuliani 19 Y/0 N/2 A

Jacki Pick 21 Y/0 N/0 A

Robert Cheeley 18 Y/0 N/3 A

William Ligon 19 Y/0 N/2 A

Relevant Statute(s):

O.C.G.A. 16-10-20

Upon further consideration[1], relevant statutes including the votes (18):

O.C.G.A. 16-10-20.1 17 Y/1 N/0 A

In the same connection, we recommend seeking an indictment against the following individual(s):

Ray Smith

John Eastman

Scott Hall

Relevant Statute(s)[2], including the votes:

O.C.G.A. 16-10-20 18 Y/0 N/0 A

O.C.G.A. 16-10-20.1 17 Y/1 N/0 A

IV.

With respect to the harassment of Ruby Freeman, the Grand Jury recommends that the District Attorney seek indictments of the following persons:

Trevian Kutti

Harrison Floyd

Steven Lee

Relevant Statute(s) including votes (21), respectively:

O.C.G.A. 16-10-93 (b) 20 Y/1 N/0 A

20 Y/1 N/0 A

20 Y/1 N/0 A

O.C.G.A. 16-4-7 21 Y/0 N/0 A

21 Y/0 N/0 A

21 Y/0 N/0 A

[1] This vote was taken on a different day.

[2] One juror believes there should be further investigation looking at O.C.G.A. 21-2-604.

V.

With respect to the gathering of Republican electors at the Georgia State Capitol on December 14th, 2020, and the representations made by as well as documents submitted by that body, the Grand Jury recommends that the District Attorney seek indictments of the following persons, including votes (21):

| | |
|---|---|
| Cleta Mitchell | 18 Y/1 N/2 A |
| Robert Cheeley | 20 Y/1 N/0 A |
| Ray Smith | 17 Y/1 N/3 A |
| Kurt Hilbert | 17 Y/1 N/3 A |
| Alex Kaufman | 18 Y/1 N/2 A |
| John Eastman | 20 Y/1 N/0 A |
| Kenneth Chesebro | 20 Y/1 N/0 A |
| David Shafer | 20 Y/1 N/0 A |
| *Alternate Slate*[3]*:* | |
| Joseph Brannan | 19 Y/2 N/0 A |
| Vikki Consiglio | 19 Y/2 N/0 A |
| Carolyn Fisher | 19 Y/2 N/0 A |
| Burt Jones | 19 Y/2 N/0 A |
| Gloria Godwin | 19 Y/2 N/0 A |
| Mark Hennessy | 19 Y/2 N/0 A |
| Mark Amick | 19 Y/2 N/0 A |
| John Downey | 19 Y/2 N/0 A |
| Cathleen Latham | 19 Y/2 N/0 A |
| Brad Carver | 19 Y/2 N/0 A |
| Shawn Still | 19 Y/2 N/0 A |
| C. B. Yadav | 19 Y/2 N/0 A |

Relevant Statute(s)[4]:

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[3] The two dissenting jurors believe the electors should not be indicted for doing what they were misled to understand as their civic duty.

[4] With respect to the alternate slate of electors, O.C.G.A. 16-4-7 would not be applicable.

O.C.G.A. 16-10-20.1

O.C.G.A. 16-10-20

O.C.G.A. 16-9-1

O.C.G.A. 16-4-7, criminal solicitation of same

VI.

With respect to the post-November 2020 election events that took place in Coffee County, including access by unauthorized persons to County voting machines and the data contained therein, the Grand Jury recommends that the District Attorney seek indictments of the following person(s):

Cathy Latham

Misty Hampton

Scott Hall

Sidney Powell

Relevant Statute(s) including votes (21)[5]:

| | |
|---|---|
| O.C.G.A. 16-9-93 | 21 Y/0 N/0 A |
| O.C.G.A. 21-2-566 | 21 Y/0 N/0 A |
| O.C.G.A. 21-2-580 | 18 Y/3 N/0 A |
| O.C.G.A. 21-2-582 | 18 Y/3 N/0 A |

VII.

With respect to the national effort to overturn the 2020 presidential election, focused on efforts in Georgia, Arizona, Wisconsin, Michigan, Pennsylvania, and the District of Columbia, the Grand Jury recommends that the District Attorney seek indictments of the following person(s), including votes[6] (21):

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[5] With respect to the inclusion of the election statutes 21-2-580 and 21-2-582, the three dissenting grand jurors do not believe that the wording of the statutes applies to the conduct at issue.

[6] One of the dissenting jurors voting against recommending seeking indictments of former Senators Perdue and Loeffler on a RICO claim believes that their statements following the November 2020 election, while pandering to their political base, do not give rise to their being guilty of a criminal conspiracy.

| | | |
|---|---|---|
| 1 | Rudy Giuliani | 20 Y/1 N/0 A |
| 2 | John Eastman | 20 Y/1 N/0 A |
| 3 | Kenneth Chesebro | 20 Y/1 N/0 A |
| 4 | Donald Trump | 20 Y/1 N/0 A |
| 5 | Cleta Mitchell | 20 Y/1 N/0 A |
| 6 | Jenna Ellis | 20 Y/1 N/0 A |
| 7 | Mark Meadows | 20 Y/1 N/0 A |
| 8 | David Shafer | 20 Y/1 N/0 A |
| 9 | Ray Smith | 20 Y/1 N/0 A |
| 10 | Lin Wood | 20 Y/1 N/0 A |
| 11 | Lindsey Graham | 13 Y/7 N/1 A |
| 12 | Sidney Powell | 20 Y/1 N/0 A |
| 13 | Robert Cheeley | 20 Y/1 N/0 A |
| 14 | Michael Flynn | 20 Y/1 N/0 A |
| 15 | William Ligon | 20 Y/1 N/0 A |
| 16 | David Perdue | 17 Y/4 N/0 A |
| 17 | Kelly Loeffler | 14 Y/6 N/1 A |
| 18 | Cathleen Latham | 18 Y/3 N/0 A |
| 19 | Misty Hampton | 18 Y/3 N/0 A |
| 20 | Scott Hall | 17 Y/4 N/0 A |
| 21 | Boris Epshteyn | 20 Y/1 N/0 A |
| 22 | Jeff Clark | 20 Y/1 N/0 A |
| 23 | Kurt Hilbert | 19 Y/1 N/1 A |
| 24 | Steven Lee | 19 Y/2 N/0 A |
| 25 | Trevian Kutti | 19 Y/2 N/0 A |
| 26 | Harrison Floyd | 19 Y/2 N/0 A |
| 27 | Alex Kaufman | 17 Y/3 N/1 A |
| 28 | *Alternate Slate*: | |
| 29 | Joseph Brannan | 9 Y/9 N/3 A |
| 30 | Vikki Consiglio | 9 Y/9 N/3 A |

| | |
|---|---|
| Carolyn Fisher | 9 Y/9 N/3 A |
| Burt Jones | 10 Y/8 N/3 A |
| Gloria Godwin | 9 Y/9 N/3 A |
| Mark Hennessy | 9 Y/9 N/3 A |
| Mark Amick | 9 Y/9 N/3 A |
| John Downey | 9 Y/9 N/3 A |
| Brad Carver | 9 Y/9 N/3 A |
| Shawn Still | 9 Y/9 N/3 A |
| C. B. Yadav | 9 Y/9 N/3 A |

Relevant Statute(s):

O.C.G.A. 16-4-3 and all relevant subsections

VIII.

A majority of the Grand Jury believes that perjury may have been committed by one or more witnesses testifying before it. The Grand Jury recommends that the District Attorney seek appropriate indictments for such crimes where the evidence is compelling.

CONCLUSION

The Grand Jury wishes to acknowledge the hardworking attorneys and staff of the Fulton County District Attorney's office. Any legal errors contained in this report should not be laid at their feet, however, because that Office had nothing to do with the recommendations contained herein.

If this report fails to include any potential violations of referenced statutes that were shown in the investigation, we acknowledge the discretion of the District Attorney to seek indictments where she finds sufficient cause. Furthermore, this Grand Jury contained no election law experts or criminal lawyers. The majority of this Grand Jury used their collective best efforts, however, to attend every session, listen to every witness, and attempt to understand the facts as presented and the laws as explained.

If the Court finds this report to have satisfied the purpose of the Special Purpose Grand Jury as impaneled, we request that we be formally discharged from our service.

This 15th day of December, 2022

_____/s/_[redacted]_____

Foreperson [redacted]

_____/s/_[redacted]_____

Deputy Foreperson [redacted]

## APPENDIX A – O.C.G.A. STATUTES REFERENCED ABOVE

O.C.G.A. § 16-4-7: Criminal solicitation

(a) A person commits the offense of criminal solicitation when, with intent that another person engage in conduct constituting a felony, he solicits, requests, commands, importunes, or otherwise attempts to cause the other person to engage in such conduct.

(b) A person convicted of the offense of criminal solicitation to commit a felony shall be punished by imprisonment for not less than one nor more than three years. A person convicted of the offense of criminal solicitation to commit a crime punishable by death or by life imprisonment shall be punished by imprisonment for not less than one nor more than five years.

(c) It is no defense to a prosecution for criminal solicitation that the person solicited could not be guilty of the crime solicited.

(d) The provisions of subsections (a) through (c) of this Code section are cumulative and shall not supersede any other penal law of this state.

O.C.G.A. § 16-4-8: Conspiracy to commit a crime

A person commits the offense of conspiracy to commit a crime when he together with one or more persons conspires to commit any crime and any one or more of such persons does any overt act to effect the object of the conspiracy. A person convicted of the offense of criminal conspiracy to commit a felony shall be punished by imprisonment for not less than one year nor more than one-half the maximum period of time for which he could have been sentenced if he had been convicted of the crime conspired to have been committed, by one-half the maximum fine to which he could have been subjected if he had been convicted of such crime, or both. A person convicted of the offense of criminal conspiracy to commit a misdemeanor shall be punished as for a misdemeanor. A person convicted of the offense of criminal

conspiracy to commit a crime punishable by death or by life imprisonment shall be punished by imprisonment for not less than one year nor more than ten years.

O.C.G.A. § 16-14-3: [State RICO] Definitions

As used in this chapter, the term:

(1) "Civil forfeiture proceeding" shall have the same meaning as set forth in Code Section 9-16-2.

(2) "Criminal proceeding" means any criminal proceeding commenced by the Department of Law or the office of any district attorney under any provision of this chapter.

(3) "Enterprise" means any person, sole proprietorship, partnership, corporation, business trust, union chartered under the laws of this state, or other legal entity; or any unchartered union, association, or group of individuals associated in fact although not a legal entity; and it includes illicit as well as licit enterprises and governmental as well as other entities.

(4) "Pattern of racketeering activity" means:

(A) Engaging in at least two acts of racketeering activity in furtherance of one or more incidents, schemes, or transactions that have the same or similar intents, results, accomplices, victims, or methods of commission or otherwise are interrelated by distinguishing characteristics and are not isolated incidents, provided at least one of such acts occurred after July 1, 1980, and that the last of such acts occurred within four years, excluding any periods of imprisonment, after the commission of a prior act of racketeering activity; or

(B) Engaging in any one or more acts of domestic terrorism as described in paragraph (2) of Code Section 16-11-220 or any criminal attempt, criminal solicitation, or criminal conspiracy related thereto.

(5)

(A) "Racketeering activity" means to commit, to attempt to commit, or to solicit, coerce, or intimidate another person to commit any crime which is chargeable by indictment under the laws of this state involving:

(i) Unlawful distillation, manufacture, and transportation of alcoholic beverages in violation of Code Section 3-3-27;

(ii) Records and reports of currency transactions in violation of Article 11 of Chapter 1 of Title 7;

(iii) The "Georgia Uniform Securities Act of 2008" in violation of Chapter 5 of Title 10;

(iv) Homicide in violation of Article 1 of Chapter 5 of this title;

(v) Assault and battery in violation of Article 2 of Chapter 5 of this title;

(vi) Kidnapping, false imprisonment, and related offenses in violation of Article 3 of Chapter 5 of this title;

(vii) Prostitution, keeping a place of prostitution, pimping, and pandering in violation of Code Sections 16-6-9 through 16-6-12;

(viii) Burglary in violation of Code Section 16-7-1;

(ix) Smash and grab burglary in violation of Code Section 16-7-2;

(x) Arson and explosives in violation of Article 3 of Chapter 7 of this title;

(xi) Bombs, explosives, and chemical and biological weapons in violation of Article 4 of Chapter 7 of this title;

(xii) Theft in violation of Article 1 of Chapter 8 of this title;

(xiii) Robbery in violation of Article 2 of Chapter 8 of this title;

(xiv) Criminal reproduction and sale of recorded material in violation of Article 3 of Chapter 8 of this title;

(xv) The "Georgia Residential Mortgage Fraud Act" in violation of Article 5 of Chapter 8 of this title;

(xvi) Forgery in any degree in violation of Code Section 16-9-1;

(xvii) Illegal use of financial transaction cards in violation of Code Sections 16-9-31, 16-9-32, 16-9-33, and 16-9-34;

(xviii) Use of an article with an altered identification mark in violation of Code Section 16-9-70;

(xix) The "Georgia Computer Systems Protection Act" in violation of Article 6 of Chapter 9 of this title;

(xx) Identity fraud in violation of Article 8 of Chapter 9 of this title;

(xxi) Bribery in violation of Code Section 16-10-2;

(xxii) False statements and writings or false lien statements against public officers or public employees in violation of Code Section 16-10-20 or 16-10-20.1;

(xxiii) Impersonating a public officer or employee in violation of Code Section 16-10-23;

(xxiv) Attempted murder or threatening of witnesses in official proceedings in violation of Code Section 16-10-32;

(xxv) Perjury and other related offenses in violation of Article 4 of Chapter 10 of this title;

(xxvi) Embracery in violation of Code Section 16-10-91;

(xxvii) Influencing witnesses in violation of Code Section 16-10-93;

(xxviii) Tampering with evidence in violation of Code Section 16-10-94;

(xxix) Intimidation or injury of grand or trial juror or court officer in violation of Code Section 16-10-97;

(xxx) Terroristic threats and acts in violation of Code Section 16-11-37;

(xxxi) The "Georgia Firearms and Weapons Act" in violation of Part 2 of Article 4 of Chapter 11 of this title;

(xxxii) Commercial gambling in violation of Code Section 16-12-22;

(xxxiii) Distributing obscene materials in violation of Code Section 16-12-80;

(xxxiv) The "Georgia Controlled Substances Act" in violation of Article 2 of Chapter 13 of this title;

(xxxv) The "Dangerous Drug Act" in violation of Article 3 of Chapter 13 of this title;

(xxxvi) Marijuana in violation of subsection (j) of Code Section 16-13-30;

(xxxvii) Payday loans in violation of Chapter 17 of this title;

(xxxviii) Insurance fraud in violation of Code Section 33-1-9;

(xxxix) Certain felonies involving certificates of title, security interest, or liens in violation of Code Section 40-3-90;

(xl) Removal or falsification of identification numbers in violation of Code Section 40-4-21;

(xli) Possession of motor vehicle parts from which the identification has been removed in violation of Code Section 40-4-22; or

(xlii) Article 8 of Chapter 5 of Title 16, relating to protection of elder persons.

(B) "Racketeering activity" shall also mean any act or threat involving murder, kidnapping, gambling, arson, robbery, theft, receipt of stolen property, bribery, extortion, obstruction of justice, dealing in narcotic or dangerous drugs, or dealing in securities which is chargeable under the laws of the United States, any territory of the United States, or any state and which is punishable by imprisonment for more than one year.

(C) "Racketeering activity" shall also mean any conduct defined as "racketeering activity" under 18 U.S.C. Section 1961 (1), any violation of 18 U.S.C. Section 1028, or any violation of 31 U.S.C. Sections 5311 through 5330.

(6) "Real property" means any real property situated in this state or any interest in such real property, including, but not limited to, any lease of or mortgage upon such real property.

O.C.G.A. § 16-14-3: [State RICO] Prohibited Activities

(a) It shall be unlawful for any person, through a pattern of racketeering activity or proceeds derived therefrom, to acquire or maintain, directly or indirectly, any interest in or control of any enterprise, real property, or personal property of any nature, including money.

(b) It shall be unlawful for any person employed by or associated with any enterprise to conduct or participate in, directly or indirectly, such enterprise through a pattern of racketeering activity.

(c) It shall be unlawful for any person to conspire or endeavor to violate any of the provisions of subsection (a) or (b) of this Code section. A person violates this subsection when:

(1) He or she together with one or more persons conspires to violate any of the provisions of subsection (a) or (b) of this Code section and any one or more of such persons commits any overt act to effect the object of the conspiracy; or

(2) He or she endeavors to violate any of the provisions of subsection (a) or (b) of this Code section and commits any overt act to effect the object of the endeavor.

1. O.C.G.A. § 16-9-1: Forgery; classification of forgery offenses

(a) As used in this Code section, the term:

(1) "Bank" means incorporated banks, savings banks, banking companies, trust companies, credit unions, and other corporations doing a banking business.

(2) "Check" means any instrument for the payment or transmission of money payable on demand and drawn on a bank.

(3) "Writing" includes, but shall not be limited to, printing or any other method of recording information, money, coins, tokens, stamps, seals, credit cards, badges, trademarks, and other symbols of value, right, privilege, or identification.

(b) A person commits the offense of forgery in the first degree when with the intent to defraud he or she knowingly makes, alters, or possesses any writing, other than a check, in a fictitious name or in such manner that the writing as made or altered purports to have been made by another person, at another time, with different provisions, or by authority of one who did not give such authority and utters or delivers such writing.

(c) A person commits the offense of forgery in the second degree when with the intent to defraud he or she knowingly makes, alters, or possesses any writing, other than a check, in a fictitious name or in such manner that the writing as made or altered purports to

have been made by another person, at another time, with different provisions, or by authority of one who did not give such authority.

(d) A person commits the offense of forgery in the third degree when with the intent to defraud he or she knowingly:

(1) Makes, alters, possesses, utters, or delivers any check written in the amount of $1,500.00 or more in a fictitious name or in such manner that the check as made or altered purports to have been made by another person, at another time, with different provisions, or by authority of one who did not give such authority; or

(2) Possesses ten or more checks written without a specified amount in a fictitious name or in such manner that the checks as made or altered purport to have been made by another person, at another time, with different provisions, or by authority of one who did not give such authority.

(e) A person commits the offense of forgery in the fourth degree when with the intent to defraud he or she knowingly:

(1) Makes, alters, possesses, utters, or delivers any check written in the amount of less than $1,500.00 in a fictitious name or in such manner that the check as made or altered purports to have been made by another person, at another time, with different provisions, or by authority of one who did not give such authority; or

(2) Possesses less than ten checks written without a specified amount in a fictitious name or in such manner that the checks as made or altered purport to have been made by another person, at another time, with different provisions, or by authority of one who did not give such authority.

2. O.C.G.A. § 16-9-93: Computer crimes defined; exclusivity of article; civil remedies; criminal penalties

(a) **Computer theft.** Any person who uses a computer or computer network with knowledge that such use is without authority and with the intention of:

(1) Taking or appropriating any property of another, whether or not with the intention of depriving the owner of possession;

(2) Obtaining property by any deceitful means or artful practice; or

(3) Converting property to such person's use in violation of an agreement or other known legal obligation to make a specified application or disposition of such property

shall be guilty of the crime of computer theft.

(b) **Computer Trespass.** Any person who uses a computer or computer network with knowledge that such use is without authority and with the intention of:

(1) Deleting or in any way removing, either temporarily or permanently, any computer program or data from a computer or computer network;

(2) Obstructing, interrupting, or in any way interfering with the use of a computer program or data; or

(3) Altering, damaging, or in any way causing the malfunction of a computer, computer network, or computer program, regardless of how long the alteration, damage, or malfunction persists

shall be guilty of the crime of computer trespass.

(c) **Computer Invasion of Privacy.** Any person who uses a computer or computer network with the intention of examining any employment, medical, salary, credit, or any other financial or personal data relating to any other person with knowledge that such examination is without authority shall be guilty of the crime of computer invasion of privacy.

(d) **Computer Forgery.** Any person who creates, alters, or deletes any data contained in any computer or computer network, who, if such person had created, altered, or deleted a tangible document or instrument would have committed forgery under Article 1 of this chapter, shall be guilty of the crime of computer forgery. The absence of a tangible writing directly created or altered by the offender shall not be a defense to the crime of computer forgery if a creation, alteration, or deletion of data was involved in lieu of a tangible document or instrument.

(e) **Computer Password Disclosure.** Any person who discloses a number, code, password, or other means of access to a computer or computer network knowing that such disclosure is without authority and which results in damages (including the fair market value of any services used and victim expenditure) to the owner of the computer or

computer network in excess of $500.00 shall be guilty of the crime of computer password disclosure.

(f) **Article not Exclusive.** The provisions of this article shall not be construed to preclude the applicability of any other law which presently applies or may in the future apply to any transaction or course of conduct which violates this article.

(g) **Civil Relief; Damages.**

(1) Any person whose property or person is injured by reason of a violation of any provision of this article may sue therefor and recover for any damages sustained and the costs of suit. Without limiting the generality of the term, "damages" shall include loss of profits and victim expenditure.

(2) At the request of any party to an action brought pursuant to this Code section, the court shall by reasonable means conduct all legal proceedings in such a way as to protect the secrecy and security of any computer, computer network, data, or computer program involved in order to prevent possible recurrence of the same or a similar act by another person and to protect any trade secrets of any party.

(3) The provisions of this article shall not be construed to limit any person's right to pursue any additional civil remedy otherwise allowed by law.

(4) A civil action under this Code section must be brought within four years after the violation is discovered or by exercise of reasonable diligence should have been discovered. For purposes of this article, a continuing violation of any one subsection of this Code section by any person constitutes a single violation by such person.

(h) **Criminal Penalties.**

(1) Any person convicted of the crime of computer theft, computer trespass, computer invasion of privacy, or computer forgery shall be fined not more than $50,000.00 or imprisoned not more than 15 years, or both.

(2) Any person convicted of computer password disclosure shall be fined not more than $5,000.00 or incarcerated for a period not to exceed one year, or both.

3. O.C.G.A. § 16-10-8: False official certificates or writings by officers or employees of state and political subdivisions.

An officer or employee of the state or any political subdivision thereof or other person authorized by law to make or give a certificate or other writing who knowingly makes and delivers such a certificate or writing containing any statement which he knows to be false shall, upon conviction thereof, be punished by imprisonment for not less than one nor more than five years.

4. O.C.G.A. § 16-10-20: False statements and writings, concealment of facts, and fraudulent documents in matters within jurisdiction of state or political subdivisions.

A person who knowingly and willfully falsifies, conceals, or covers up by any trick, scheme, or device a material fact; makes a false, fictitious, or fraudulent statement or representation; or makes or uses any false writing or document, knowing the same to contain any false, fictitious, or fraudulent statement or entry, in any matter within the jurisdiction of any department or agency of state government or of the government of any county, city, or other political subdivision of this state shall, upon conviction thereof, be punished by a fine of not more than $1,000.00 or by imprisonment for not less than one nor more than five years, or both.

5. O.C.G.A. § 16-10-20.1: Filing false documents.

(a) As used in this Code section, the term "document" means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form and shall include, but shall not be limited to, liens, encumbrances, documents of title, instruments relating to a security interest in or title to real or personal property, or other records, statements, or representations of fact, law, right, or opinion.

(b) Notwithstanding Code Sections 16-10-20 and 16-10-71, it shall be unlawful for any person to:

(1) Knowingly file, enter, or record any document in a public record or court of this state or of the United States knowing or having reason to know that such document is false or contains a materially false, fictitious, or fraudulent statement or representation; or

(2) Knowingly alter, conceal, cover up, or create a document and file, enter, or record it in a public record or court of this state or of the United States knowing or having reason to know that such document has been altered or contains a materially false, fictitious, or fraudulent statement or representation.

(c) Any person who violates subsection (b) of this Code section shall be guilty of a felony and, upon conviction thereof, shall be punished by imprisonment of not less than one nor more than ten years, a fine not to exceed $10,000.00, or both.

(d) This Code section shall not apply to a court clerk, registrar of deeds, or any other government employee who is acting in the course of his or her official duties.

6. O.C.G.A. § 16-10-70: Perjury.

(a) A person to whom a lawful oath or affirmation has been administered commits the offense of perjury when, in a judicial proceeding, he knowingly and willfully makes a false statement material to the issue or point in question.

(b) A person convicted of the offense of perjury shall be punished by a fine of not more than $1,000.00 or by imprisonment for not less than one nor more than ten years, or both. A person convicted of the offense of perjury that was a cause of another's being imprisoned shall be sentenced to a term not to exceed the sentence provided for the crime for which the other person was convicted. A person convicted of the offense of perjury that was a cause of another's being punished by death shall be punished by life imprisonment.

7. O.C.G.A. § 16-10-93: Influencing witnesses.

(a) A person who, with intent to deter a witness from testifying freely, fully, and truthfully to any matter pending in any court, in any administrative proceeding, or before a grand jury, communicates, directly or indirectly, to such witness any threat of injury or damage

to the person, property, or employment of the witness or to the person, property, or employment of any relative or associate of the witness or who offers or delivers any benefit, reward, or consideration to such witness or to a relative or associate of the witness shall, upon conviction thereof, be punished by imprisonment for not less than one nor more than five years.

(b)

(1) It shall be unlawful for any person knowingly to use intimidation, physical force, or threats; to persuade another person by means of corruption or to attempt to do so; or to engage in misleading conduct toward another person with intent to:

(A) Influence, delay, or prevent the testimony of any person in an official proceeding;

(B) Cause or induce any person to:

(i) Withhold testimony or a record, document, or other object from an official proceeding;

(ii) Alter, destroy, mutilate, or conceal an object with intent to impair the object's integrity or availability for use in an official proceeding;

(iii) Evade legal process summoning that person to appear as a witness or to produce a record, document, or other object in an official proceeding; or

(iv) Be absent from an official proceeding to which such person has been summoned by legal process; or

(C) Hinder, delay, or prevent the communication to a law enforcement officer, prosecuting attorney, or judge of this state of information relating to the commission or possible commission of a criminal offense or a violation of conditions of probation, parole, or release pending judicial proceedings.

(2) Any person convicted of a violation of this subsection shall be guilty of a felony and, upon conviction thereof, shall be punished by imprisonment for not less than two nor more than ten years or by a fine of not less than $10,000.00 nor more than $20,000.00, or both.

(A) For the purposes of this Code section, the term "official proceeding" means any hearing or trial conducted by a court of this state or its political subdivisions, a grand jury, or an agency of the executive, legislative, or judicial branches of government of this state or its political subdivisions or authorities.

(B) An official proceeding need not be pending or about to be instituted at the time of any offense defined in this subsection.

(C) The testimony, record, document, or other object which is prevented or impeded or attempted to be prevented or impeded in an official proceeding in violation of this Code section need not be admissible in evidence or free of a claim of privilege.

(D) In a prosecution for an offense under this Code section, no state of mind need be proved with respect to the circumstance:

(i) That the official proceeding before a judge, court, magistrate, grand jury, or government agency is before a judge or court of this state, a magistrate, a grand jury, or an agency of state or local government; or

(ii) That the judge is a judge of this state or its political subdivisions or that the law enforcement officer is an officer or employee of the State of Georgia or a political subdivision or authority of the state or a person authorized to act for or on behalf of the State of Georgia or a political subdivision or authority of the state.

(E) A prosecution under this Code section may be brought in the county in which the official proceeding, whether or not pending or about to be instituted, was intended to be affected or in the county in which the conduct constituting the alleged offense occurred.

(c) Any crime committed in violation of subsection (a) or (b) of this Code section shall be considered a separate offense.

8. O.C.G.A. § 21-2-566: Interference with primaries and elections generally.

Any person who:

(1) Willfully prevents or attempts to prevent any poll officer from holding any primary or election under this chapter;

(2) Uses or threatens violence in a manner that would prevent a reasonable poll officer or actually prevents a poll officer from the execution of his or her duties or materially interrupts or improperly and materially interferes with the execution of a poll officer's duties;

(3) Willfully blocks or attempts to block the avenue to the door of any polling place;

(4) Uses or threatens violence in a manner that would prevent a reasonable elector from voting or actually prevents any elector from voting;

(5) Willfully prepares or presents to any poll officer a fraudulent voter's certificate not signed by the elector whose certificate it purports to be;

(6) Knowingly deposits fraudulent ballots in the ballot box;

(7) Knowingly registers fraudulent votes upon any voting machine; or

(8) Willfully tampers with any electors list, voter's certificate, numbered list of voters, ballot box, voting machine, direct recording electronic (DRE) equipment, electronic ballot marker, or tabulating machine

shall be guilty of a felony and, upon conviction thereof, shall be sentenced to imprisonment for not less than one nor more than ten years or to pay a fine not to exceed $100,000.00, or both.

9. O.C.G.A. § 21-2-580: Tampering with, damaging, improper preparation of, or prevention of proper operation of voting machines or electronic ballot markers or tabulating machines.

Any person who:

(1) Unlawfully opens, tampers with, or damages any voting machine or electronic ballot marker or tabulating machine to be used or being used at any primary or election;

(2) Willfully prepares a voting machine or an electronic ballot marker or tabulating machine for use in a primary or election in improper order for voting; or

(3) Prevents or attempts to prevent the correct operation of such electronic ballot marker or tabulating machine or voting machine

shall be guilty of a felony.

10. O.C.G.A. § 21-2-582: Tampering with, damaging, or preventing of proper operation of direct recording electronic equipment or electronic ballot marker or tabulating machine or device.

Any person who tampers with or damages any direct recording electronic (DRE) equipment or electronic ballot marker or tabulating machine or device to be used or being used at or in connection with any primary or election or who prevents or attempts to prevent the correct operation of any direct recording electronic (DRE) equipment or electronic ballot marker or tabulating machine or device shall be guilty of a felony.

11. O.C.G.A. § 21-2-597: Intentional interference with performance of election duties.

Any person who intentionally interferes with, hinders, or delays or attempts to interfere with, hinder, or delay any other person in the performance of any act or duty authorized or imposed by this chapter shall be guilty of a misdemeanor.

12. O.C.G.A. § 21-2-604: Criminal solicitation to commit election fraud; penalties.

(1) A person commits the offense of criminal solicitation to commit election fraud in the first degree when, with intent that another person engage in conduct constituting a felony under this article, he or she solicits, requests, commands, importunes, or otherwise attempts to cause the other person to engage in such conduct.

(2) A person commits the offense of criminal solicitation to commit election fraud in the second degree when, with intent that another person engage in conduct constituting a misdemeanor under this article, he or she solicits, requests, commands, importunes, or otherwise attempts to cause the other person to engage in such conduct.

(b)

(1) A person convicted of the offense of criminal solicitation to commit election fraud in the first degree shall be punished by imprisonment for not less than one nor more than three years.

(2) A person convicted of the offense of criminal solicitation to commit election fraud in the second degree shall be punished as for a misdemeanor.

(c) It is no defense to a prosecution for criminal solicitation to commit election fraud that the person solicited could not be guilty of the crime solicited.

(d) The provisions of subsections (a) through (c) of this Code section are cumulative and shall not supersede any other penal law of this state.

Addendum to Special Purpose Grand Jury Final Report

The undersigned Special Purpose Grand Jury Foreperson and Deputy Foreperson hereby make this Addendum to the Special Purpose Grand Jury Final Report to clarify two matters:

1. Before its dissolution, the Special Purpose Grand Jury voted to recommend that the Special Purpose Grand Jury Final Report be published. The Special Purpose Grand Jury did not recommend a manner or time for such publication.
2. At no time were 24 or more jurors present when evidence was received. 24 jurors, including alternates, were present only at an introductory meeting at the Fulton County Courthouse on May 12, 2022.

Foreperson

Deputy Foreperson

# Exhibit H

# PROFESSIONAL SERVICES AGREEMENT BETWEEN THE FULTON COUNTY DISTRICT ATTORNEY'S OFFICE AND NATHAN WADE, P.C.

**THIS AGREEMENT** is made by and between the FULTON COUNTY DISTRICT ATTORNEY'S OFFICE, (hereinafter "FCDA" whose mailing address is 136 Pryor Street, Atlanta, GA 30303 and Attorney (hereinafter "Attorney Consultant").

## WITNESSETH:

**WHEREAS**, the FCDA intends to engage the professional services of Attorney Consultant to provide legal services regarding anti-corruption matters;

**WHEREAS**, the services to be rendered are of a special and temporary nature which has been determined to be in the best interest of the public to be performed under contract by Attorney Consultant;

**WHEREAS**, the Attorney has agreed to accept the position as "Attorney Consultant."

**WHEREAS**, the FCDA and Attorney Consultant, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## SECTION 1: SCOPE OF SERVICES

Attorney Consultant agrees to provide legal services in connection with advising, researching and participating in matters involving anti-corruption litigation matters.

Attorney Consultant agrees to provide best efforts to the performance of duties and responsibilities as outlined below in accordance with applicable laws, rules, regulations and policies.

## SECTION 2: CONTRACT TERM

The term of this contract shall commence November 1, 2021 thru October 31, 2022. The FCDA may terminate this contract at any time, either for convenience or default; in this event, FCDA shall provide thirty (30) days written notice.

Attorney Consultant may terminate this contract and withdraw from representation upon grounds as provided for by the Georgia Rules of Professional Conduct and/or any other applicable provision of law; in this event, Attorney Consultant must provide thirty (30) days written notice served upon the District Attorney.

## SECTION 3: ATTORNEY'S COMPENSATION FOR SERVICES

3.1 Attorney Consultant shall be compensated at a governmental rate of $250 per hour for services provided to FCDA. From November 1, 2021 until March 1, 2022 (which constitutes the first four (4) months of this contract, Attorney Consultant shall not exceed sixty (60) hours.

In the event, that Attorney Consultant performs more than sixty (60) hours total, from November 2021 to March 1, 2022, in any one (1) calendar month, Attorney Consultant, must, via email communication to Madam District Attorney via Fani.Willisda@fultoncountyga.com, inform FCDA, that their hours under this Agreement have reached sixty (60) hours; at sixty (60) hours, all work must stop and cannot begin until written approval via from FCDA is received by Attorney Consultant. 15K

During the months of March 1, 2021 to October 31, 2022, Attorney Consultant shall not exceed one hundred-sixty (160 hours). 40K

In the event, that Attorney Consultant performs more than sixty (160) hours total, from March 2022 to October 31, 2022, in any one (1) calendar month, Attorney Consultant, must, via email communication to Madam District Attorney via Fani.Willisda@fultoncountyga.com, inform FCDA, that their hours under this Agreement have reached 160 hours; at 160 hours, all work must stop and cannot begin until written approval via from FCDA is received by Attorney Consultant.

3.2. Attorney Consultant shall register as a vendor with Fulton County and submit invoice to FCDA's Purchasing Manager on the first Friday of the subsequent calendar month work was completed (if work is completed in April, invoice should be submitted on, or before, the first Friday in May). Bills not submitted within sixty (60) days of receiving confirmation will not be paid by FCDA – these invoices are considered untimely.

Since Attorney Consultant must seek written approval before exceeding sixty (60) calendar work hours in a month, only under rare and unlikely events, will a monthly invoice, from November 1, 2021 to March 1, 2022, exceed fifteen dollars ($15,000.00).

3.5 Upon the receipt of a timely payment invoice, FCDA will tender payment within sixty (60) days.

## SECTION 4: ATTORNEY AGREES

4.1 To accept the employment pursuant to the terms of this agreement;

4.2 Attorney Consultant contracts herein with the FCDA as an independent contractor. Attorney Consultant does not have the authority to assign and responsibilities assumed by this contract.

4.3 Attorney Consultant shall not be entitled to employee benefits provided under this contract such as health or life insurance, retirement benefits, vacation leave or sick leave, and there shall be no withholding of taxes by the District Attorney's Office;

## SECTION 5: SCOPE OF AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of Attorney Consultant by FCDA and contains all the covenants and agreements between the parties with respect to such retention in any matter whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on

behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Any modification of the Agreement will be effective only if it is in writing and signed by the party to be charged. For the purpose of this paragraph and of the entire, agreement, the signature of the District Attorney is the only signature that will bind FCDA.

## SECTION 6: ASSIGNMENT OF AGREEMENT

This contract with Attorney Consultant is not transferable.

## SECTION 7: GENERAL COMPLIANCE WITH LAWS

Firm, Attorney and Associate shall be required to comply with all laws and ordinances applicable to the work.

## SECTION 8: OWNERSHIP OF DOCUMENTS

All briefs, memoranda and other incidental Firm work or materials furnished herein under shall be and remain the property of the FCDA including all publication rights and copyright interests, and may be used by the FCDA without any additional cost to the FCDA. These work products will be maintained by the District Attorney.

Attorney and all Associate(s) shall be required to execute a separate Confidentiality Agreement prior to Agreement being valid; said Confidentiality Agreement will be possessed by the FCDA's Legal Counsel.

## SECTION 9: CHANGES

The FCDA may at any time, in writing, may make any changes in the services to be performed hereunder. If such changes cause an increase or decrease in the costs of doing the work as defined by the aforementioned scope of services of this Agreement or in the time required for this performance to complete, an equitable adjustment shall through a written Agreement.

## SECTION 10: TERMINATION

This contract is terminable by the FCDA at any time by written notice to Attorney Consultant, either for convenience or default. By written notice, Firm may terminate this Agreement and withdraw from representation with the written consent of the FCDA and/or on grounds as provided for by the Georgia Rules of Professional Conduct and/or any other applicable provision of law.

Upon termination, all briefs, reports, summaries, completed work and work in progress, and such other information and materials as may have been accumulated by Firm in performing this Agreement shall, in the manner and the extent determined by the FCDA, become the property of and be delivered to the FCDA. If the contract is terminated, Firm shall be paid the reasonable value for services performed up until the time of termination.

## SECTION 11: SEVERABLE PROVISIONS

If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken for the Agreement and the Agreement shall be enforced according to its valid and subsisting terms and provisions.

## SECTION 12: GOVERNING LAW

The validity of the Agreement and its terms and provisions as well as the rights and duties of the parties of this Agreement shall be governed by the law of the State of Georgia.

IN WITNESS WHEREOF, The parties have executed this Agreement on the dates indicated by their respective names:

11/1/2021

District Attorney Fani T. Willis Date

11/1/2021

Nathan Wade, P.C, Attorney Consultant Date

Date

# PROFESSIONAL SERVICES AGREEMENT BETWEEN THE FULTON COUNTY DISTRICT ATTORNEY'S OFFICE AND NATHAN WADE, P.C.

**THIS AGREEMENT** is made by and between the FULTON COUNTY DISTRICT ATTORNEY'S OFFICE, (hereinafter "FCDA" whose mailing address is 136 Pryor Street, Atlanta, GA 30303 and NATHAN WADE, P.C. (hereinafter "Attorney").

## WITNESSETH:

**WHEREAS,** FCDA entered into and executed a contract dated November 15, 2022. This contract ended on May 15, 2023.

**WHEREAS**, the FCDA intends to recontract the professional services of Attorney for legal services related to anti-corruption matters.

**WHEREAS**, the services to be rendered are of a special and temporary nature which has been determined to be in the best interest of the public to be performed under contract by professional personnel;

**WHEREAS**, Attorney has agreed to accept the position as of June 12, 2023. This contract shall end on December 31, 2023.

**WHEREAS**, FCDA and Attorney, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## SECTION 1: SCOPE OF SERVICES

Attorney agrees to provide legal services in connection with FCDA's anti-corruption matter.

Attorney agrees to provide best efforts to the performance of duties and responsibilities as outlined below in accordance with applicable laws, rules, regulations and policies.

Any expansion of this scope will be set forth in a separate letter of engagement or addendum to this contract.

## SECTION 2: CONTRACT TERM

The term of this contract shall commence June 12, 2023 thru December 31, 2023. FCDA may terminate this contract at any time, either for convenience or default; in this event, FCDA shall provide thirty (30) days written notice.

Attorney may terminate this contract and withdraw from representation upon grounds as provided for by the Georgia Rules of Professional Conduct and/or any other applicable provision of law; in this event, Attorney must provide thirty (30) days written notice served upon the District Attorney.

## SECTION 3: ATTORNEY'S COMPENSATION FOR SERVICES

3.1 Attorney shall be compensated at a rate of $250.00 per hour for services provided.

3.2. Attorney is not permitted to work more than one hundred and twenty (120) hours per calendar month. As such, during the duration of this contract, Attorney shall not earn more than two hundred and ten thousand dollars ($210,000). This limitation does not include any travel and lodging expenses (See Sec. 3.8).

3.3. Attorney will ensure that work and responsibilities comply with the following month limitations: in June 2023, Attorney shall not exceed ninety (90) hours; in July 2023, Attorney shall not exceed one hundred and twenty (120) hours. The bill for both June 2023 and July 2023 shall be submitted on the first Friday of August 2023. For August, September, October, November and December 2023, Attorney shall not exceed one hundred and twenty (120) hours for each calendar months. For August though October, bills are dude on the first Friday of the subsequent month (e.g. August's bill is due the first Friday of September). For November and December, both bills are dude on the first Friday of January 2024.

3.4. Attorney will submit all invoices to DA.Invoices@fultoncountyga.gov.

3.5. Attorney will receive legal assignments from District Attorney. If assignments received, require Attorney to work more than the monthly limitations set forth in Section 3.3, Attorney must seek written approval from District Attorney Fani T. Willis before exceeding limitations.

3.6. Bills not submitted within sixty (60) days of due date will not be paid by FCDA.

3.7. Upon the receipt of a timely payment invoice, FCDA will tender payment within sixty (60) days.

3.8. Attorney will pre-pay a travel or lodging costs associated with the performance of duties outlined. All travel and lodging arrangements must be pre-approved by Deputy of Operations, Dexter Q. Bond, Jr. Travel and lodging costs shall be adhere to Fulton County's travel policy.

3.9. Receipts for travel and lodging must be submitted to FCDA with the succeeding monthly invoice. (e.g. If pre-approved travel is completed in August 2024, all travel and lodging receipts shall be submitted to FCDA on the first Friday of September 2024 with August's invoice).

## SECTION 4: ATTORNEY AGREES

4.1 To accept the employment pursuant to the terms of this agreement;

4.2 Attorney contracts herein with the FCDA as an independent contractor, and is NOT an employee of the District Attorney's Office for the purposes of performing the services hereunder;

4.3 Attorney shall not be entitled to employee benefits provided under this contract such as health or life insurance, retirement benefits, vacation leave or sick leave, and there shall be no withholding of taxes by the District Attorney's Office;

4.4 Attorney cannot represent any party to the controversy that is the subject of the cases in which they offer professional services.

## SECTION 5: SCOPE OF AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of Attorney by FCDA and contains all the covenants and agreements between the parties with respect to such retention in any matter whatsoever.

Each party to this Agreement acknowledges that no representation, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Any modification of the Agreement will be effective only if it is in writing and signed by the party to be charged. For the purpose of this paragraph and of the entire, agreement, the signature of the District Attorney is the only signature that will bind FCDA.

## SECTION 6: ASSIGNMENT OF AGREEMENT

This contract is not transferable. Attorney may not assign this agreement or any work within said scope to any other attorney, consultant, employee or person.

## SECTION 7: GENERAL COMPLIANCE WITH LAWS

Attorney shall be required to comply with all laws and ordinances applicable to the work.

## SECTION 8: OWNERSHIP OF DOCUMENTS

All briefs, memoranda and other incidental Attorney work or materials furnished herein under shall be and remain the property of the FCDA, including all publication rights and copyright interests, and may be used by the FCDA without any additional cost to the FCDA.

Attorney shall be required to execute a separate Confidentiality Agreement prior to Agreement being valid; said Confidentiality Agreement will be possessed by the Executive Assistant to the District Attorney.

## SECTION 9: CHANGES

The FCDA may at any time, in writing, may make any changes in the services to be performed hereunder. If such changes cause an increase or decrease in the costs of doing the work as defined by the aforementioned scope of services of this Agreement or in the time required for this performance to complete, an equitable adjustment shall through a written Agreement.

## SECTION 10: TERMINATION

This contract is terminable by the FCDA at any time by written notice to Attorney, either for convenience or default. By written notice, Attorney may terminate this Agreement and withdraw from representation with the written consent of the FCDA and/or on grounds as provided for by the Georgia Rules of Professional Conduct and/or any other applicable provision of law.

Upon termination, all briefs, reports, summaries, completed work and work in progress, and such other information and materials as may have been accumulated by the Attorney in performing this Agreement shall, in the manner and the extent determined by the FCDA, become the property of and be delivered to the FCDA. If the contract is terminated, Attorney shall be paid the reasonable value for services performed up until the time of termination.

## SECTION 11: SEVERABLE PROVISIONS

If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken for the Agreement and the Agreement shall be enforced according to its valid and subsisting terms and provisions.

## SECTION 12: GOVERNING LAW

The validity of the Agreement and its terms and provisions as well as the rights and duties of the parties of this Agreement shall be governed by the law of the State of Georgia.

IN WITNESS WHEREOF, The parties have executed this Agreement on the dates indicated by their respective names:

Fani T. Willis 6/12/23

District Attorney Fani T. Willis Date

6/12/23

Nathan Wade Date

# PROFESSIONAL SERVICES AGREEMENT BETWEEN THE FULTON COUNTY DISTRICT ATTORNEY'S OFFICE AND NATHAN WADE, P.C.

**THIS AGREEMENT** is made by and between the FULTON COUNTY DISTRICT ATTORNEY'S OFFICE, (hereinafter "FCDA" whose mailing address is 136 Pryor Street, Atlanta, GA 30303 and NATHAN WADE, P.C. (hereinafter "Attorney").

**WITNESSETH:**

**WHEREAS,** FCDA entered into and executed a contract dated November 1, 2021. This contract ended on October 31, 2022.

**WHEREAS**, the FCDA intends to recontract the professional services of Attorney for legal services related to anti-corruption matters.

**WHEREAS**, the services to be rendered are of a special and temporary nature which has been determined to be in the best interest of the public to be performed under contract by professional personnel;

**WHEREAS**, Attorney has agreed to accept the position as of November 15, 2022. This contract shall end on May 15, 2023.

**WHEREAS**, FCDA and Attorney, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## SECTION 1: SCOPE OF SERVICES

Attorney agrees to provide legal services in connection with FCDA's anti-corruption matter.

Attorney agrees to provide best efforts to the performance of duties and responsibilities as outlined below in accordance with applicable laws, rules, regulations and policies.

Any expansion of this scope will be set forth in a separate letter of engagement or addendum to this contract.

## SECTION 2: CONTRACT TERM

The term of this contract shall commence November 15, 2022 thru May 15, 2023. FCDA may terminate this contract at any time, either for convenience or default; in this event, FCDA shall provide thirty (30) days written notice.

Attorney may terminate this contract and withdraw from representation upon grounds as provided for by the Georgia Rules of Professional Conduct and/or any other applicable provision of law; in this event, Attorney must provide thirty (30) days written notice served upon the District Attorney.

## SECTION 10: TERMINATION

This contract is terminable by the FCDA at any time by written notice to Attorney, either for convenience or default. By written notice, Attorney may terminate this Agreement and withdraw from representation with the written consent of the FCDA and/or on grounds as provided for by the Georgia Rules of Professional Conduct and/or any other applicable provision of law.

Upon termination, all briefs, reports, summaries, completed work and work in progress, and such other information and materials as may have been accumulated by the Attorney in performing this Agreement shall, in the manner and the extent determined by the FCDA, become the property of and be delivered to the FCDA. If the contract is terminated, Attorney shall be paid the reasonable value for services performed up until the time of termination.

## SECTION 11: SEVERABLE PROVISIONS

If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken for the Agreement and the Agreement shall be enforced according to its valid and subsisting terms and provisions.

## SECTION 12: GOVERNING LAW

The validity of the Agreement and its terms and provisions as well as the rights and duties of the parties of this Agreement shall be governed by the law of the State of Georgia.

IN WITNESS WHEREOF, The parties have executed this Agreement on the dates indicated by their respective names:

| | | | |
|---|---|---|---|
| District Attorney Fani T. Willis | 11/15/2022 Date | Nathan Wade | 11/15/22 Date |

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE FULTON COUNTY DISTRICT ATTORNEY'S OFFICE AND NATHAN WADE, P.C.**

**THIS ADDENDUM** amends the contract between the FULTON COUNTY DISTRICT ATTORNEY'S OFFICE, (hereinafter "FCDA" whose mailing address is 136 Pryor Street, Atlanta, GA 30303 and NATHAN WADE, P.C. (hereinafter "Attorney").

**WITNESSETH:**

**WHEREAS**, FCDA and Attorney entered into and executed a contract dated November 1, 2021 (hereinafter "Agreement").

**WHEREAS,** the scope of service for that Agreement is from November 1, 2021 thru October 31, 2022.

**WHEREAS,** Agreement states, "any modification to agreement will be effective only if it is in writing and signed by the party charged."

**SECTION 1: Addendum to Agreement**

In the manner outlined in Agreement, FCDA writes to modify the original contract as follows:

Section 1.1: Attorney will pre-pay any travel or lodging cost associated with the performance of duties outlined in Agreement.

Section 1.2: All travel and lodging arrangements must be pre-approved by Deputy of Operations, Dexter Q. Bond, Jr. After approval is granted, travel and lodging cost and lodging shall be booked in accordance with the Fulton County's travel policy.

Section 1.3: Receipts for travel and lodging must be submitted to FCDA with the succeeding monthly invoice. (If pre-approved travel is completed in April 2022, all travel receipts and lodging receipts shall be submitted to FCDA with May 2022 invoice).

The validity of this modification to agreement and its terms and provisions as well as the rights and duties of the parties of the Agreement shall be governed by the law of the State of Georgia.

The Agreement with this Addendum to Agreement represent the complete and accurate scope of services between FCDA and Attorney. Any additional modifications to Agreement or Addendum must be written in a separate correspondence and signed by the both parties.

IN WITNESS WHEREOF, The parties have executed this Agreement on the dates indicated by their respective names:

Fani Willis 3/1/2022 — 3/1/22

District Attorney Fani T. Willis Date — Nathan Wade, P.C, Attorney Consultant Date

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE FULTON COUNTY DISTRICT ATTORNEY'S OFFICE AND NATHAN WADE, P.C.**

**THIS AGREEMENT** is made by and between the FULTON COUNTY DISTRICT ATTORNEY'S OFFICE, (hereinafter "FCDA" whose mailing address is 136 Pryor Street, Atlanta, GA 30303 and NATHAN WADE, P.C. (hereinafter "Attorney").

**WITNESSETH:**

**WHEREAS,** FCDA entered into and executed a contract dated November 1, 2021. This contract ended on October 31, 2022.

**WHEREAS**, the FCDA intends to recontract the professional services of Attorney for legal services related to anti-corruption matters.

**WHEREAS**, the services to be rendered are of a special and temporary nature which has been determined to be in the best interest of the public to be performed under contract by professional personnel;

**WHEREAS**, Attorney has agreed to accept the position as of November 15, 2022. This contract shall end on May 15, 2023.

**WHEREAS**, FCDA and Attorney, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**SECTION 1: SCOPE OF SERVICES**

Attorney agrees to provide legal services in connection with FCDA's anti-corruption matter.

Attorney agrees to provide best efforts to the performance of duties and responsibilities as outlined below in accordance with applicable laws, rules, regulations and policies.

Any expansion of this scope will be set forth in a separate letter of engagement or addendum to this contract.

**SECTION 2: CONTRACT TERM**

The term of this contract shall commence November 15, 2022 thru May 15, 2023. FCDA may terminate this contract at any time, either for convenience or default; in this event, FCDA shall provide thirty (30) days written notice.

Attorney may terminate this contract and withdraw from representation upon grounds as provided for by the Georgia Rules of Professional Conduct and/or any other applicable provision of law; in this event, Attorney must provide thirty (30) days written notice served upon the District Attorney.

## SECTION 3: ATTORNEY'S COMPENSATION FOR SERVICES

3.1 Attorney shall be compensated at a rate of $250.00 per hour for services provided.

3.2. Attorney is not permitted to work more than six hundred (600) hours during the total of this contract. As such, during the duration of this contract, Attorney shall not earn more than one hundred and fifty thousand ($150,000). This limitation does not include any travel and lodging expenses (See Sec. 3.8).

3.3. Attorney will ensure that work and responsibilities comply with the following month limitations: in November 2022, Attorney shall not exceed fifty (50) hours; in December 2022, Attorney shall not exceed one hundred (100) hours; in January 2023, Attorney shall not exceed one hundred (100) hours, in February 2023, Attorney shall not exceed one hundred (100) hours; in March 2023, Attorney shall not exceed one hundred (100) hours; in April 2023, Attorney shall not exceed one hundred (100) hours; and, in May 2023, Attorney shall not exceed fifty (50) hours.

3.4. Attorney will receive legal assignments from District Attorney. If assignments received, require Attorney to work more than the monthly limitations set forth in Section 3.3, Attorney must seek written approval from District Attorney Fani T. Willis before exceeding limitations.

3.5. Attorney shall submit invoice for November 2022 and December 2022 on the first Friday of January 2023. Said invoices should be submitted to FCDA's Purchasing Manager and Deputy of Operations. All remaining invoices should be submitted on the first Friday of the subsequent calendar month work has been completed (e.g. The invoice for work completed in January will be provided to FCDA on the first Friday of February 2023).

3.5. Bills not submitted within sixty (60) days of due date will not be paid by FCDA.

3.6 Upon the receipt of a timely payment invoice, FCDA will tender payment within sixty (60) days.

3.7. Attorney will pre-pay a travel or lodging costs associated with the performance of duties outlined. All travel and lodging arrangements must be pre-approved by Deputy of Operations, Dexter Q. Bond, Jr. Travel and lodging costs shall be adhere to Fulton County's travel policy.

3.8 Receipts for travel and lodging must be submitted to FCDA with the succeeding monthly invoice. (e.g. If pre-approved travel is completed in January 2023, all travel and lodging receipts shall be submitted to FCDA on the first Friday of February 2023 with January invoice).

## SECTION 4: ATTORNEY AGREES

4.1 To accept the employment pursuant to the terms of this agreement;

4.2 Attorney contracts herein with the FCDA as an independent contractor, and is NOT an employee of the District Attorney's Office for the purposes of performing the services hereunder;

4.3 Attorney shall not be entitled to employee benefits provided under this contract such as health or life insurance, retirement benefits, vacation leave or sick leave, and there shall be no withholding of taxes by the District Attorney's Office;

4.4 Attorney cannot represent any party to the controversy that is the subject of the cases in which they offer professional services.

## SECTION 5: SCOPE OF AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of Attorney by FCDA and contains all the covenants and agreements between the parties with respect to such retention in any matter whatsoever.

Each party to this Agreement acknowledges that no representation, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Any modification of the Agreement will be effective only if it is in writing and signed by the party to be charged. For the purpose of this paragraph and of the entire, agreement, the signature of the District Attorney is the only signature that will bind FCDA.

## SECTION 6: ASSIGNMENT OF AGREEMENT

This contract is not transferable. Attorney may not assign this agreement or any work within said scope to any other attorney, consultant, employee or person.

## SECTION 7: GENERAL COMPLIANCE WITH LAWS

Attorney shall be required to comply with all laws and ordinances applicable to the work.

## SECTION 8: OWNERSHIP OF DOCUMENTS

All briefs, memoranda and other incidental Attorney work or materials furnished herein under shall be and remain the property of the FCDA, including all publication rights and copyright interests, and may be used by the FCDA without any additional cost to the FCDA.

Attorney shall be required to execute a separate Confidentiality Agreement prior to Agreement being valid; said Confidentiality Agreement will be possessed by the FCDA's Legal Counsel.

## SECTION 9: CHANGES

The FCDA may at any time, in writing, may make any changes in the services to be performed hereunder. If such changes cause an increase or decrease in the costs of doing the work as defined by the aforementioned scope of services of this Agreement or in the time required for this performance to complete, an equitable adjustment shall through a written Agreement.

## SECTION 10: TERMINATION

This contract is terminable by the FCDA at any time by written notice to Attorney, either for convenience or default. By written notice, Attorney may terminate this Agreement and withdraw from representation with the written consent of the FCDA and/or on grounds as provided for by the Georgia Rules of Professional Conduct and/or any other applicable provision of law.

Upon termination, all briefs, reports, summaries, completed work and work in progress, and such other information and materials as may have been accumulated by the Attorney in performing this Agreement shall, in the manner and the extent determined by the FCDA, become the property of and be delivered to the FCDA. If the contract is terminated, Attorney shall be paid the reasonable value for services performed up until the time of termination.

## SECTION 11: SEVERABLE PROVISIONS

If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken for the Agreement and the Agreement shall be enforced according to its valid and subsisting terms and provisions.

## SECTION 12: GOVERNING LAW

The validity of the Agreement and its terms and provisions as well as the rights and duties of the parties of this Agreement shall be governed by the law of the State of Georgia.

IN WITNESS WHEREOF, The parties have executed this Agreement on the dates indicated by their respective names:

11/15/2022 — District Attorney Fani T. Willis — Date

11/15/22 — Nathan Wade — Date

# Exhibit I

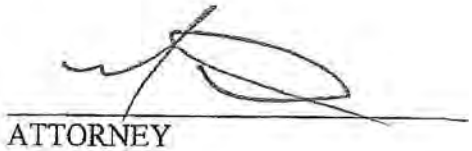
OATH OF SPECIAL ASSISTANT DISTRICT ATTORNEY

ATLANTA JUDICIAL CIRCUIT

I, Nathan Wade, do swear that I will faithfully and impartially, and without fear, favor, or affection, discharge my duties as a Special Assistant District Attorney, and will take only my lawful compensation.

I do further solemnly swear and affirm that I am not the holder of any unaccounted public money due this State; that I am not the holder of any office of trust under the government of the United States (except postmaster), nor any one of the several states, nor of any foreign state; and, that I am otherwise qualified to hold said office, according to the Constitution and Laws of Georgia, and that I will support the Constitution of the United States and of this State.

SO HELP ME GOD!



ATTORNEY

Sworn to and subscribed before me
the 1st day of November, 2021.

Belinda E Edwards

Judge of the Superior Court
Atlanta Judicial Circuit

# LOYALTY OATH

STATE OF GEORGIA

COUNTY OF Fulton

I, Nathan Wade (name)

a citizen of Cobb County Georgia and being

an employee of Fulton District Attorney office

and the recipient of public funds for services rendered as such employee, do hereby solemnly swear and affirm that I will support the Constitution of the United States and the Constitution of Georgia.

SO HELP ME GOD!

Sworn to and subscribed before me, this the 12th day of November 20 21

Signature

Notary

(O.C.G.A. 45-3-11)
(O.C.G.A. 45-3-12)
(O.C.G.A. 45-3-13)

JINNIQUE ROBERTS NOTARY PUBLIC ROCKDALE COUNTY, GEORGIA MY COMMISSION EXPIRES DECEMBER 17, 2024

**Directions**

The oath, when taken, must be attached to the oath of office and filed therewith as required by law.

The loyalty oath required by Code Sections 45-3-11 through 45-3-15 shall apply to all elected officers of this state, including the Governor, constitutional officers, elected officials or any political subdivision of the government of Georgia, and local school board officials (O.C.G.A. 45-3-12).

# Exhibit J

FULTON COUNTY

# MEMORANDUM

To: Sharon Whitmore, Chief Financial Officer

From: Dexter Q. Bond, Jr., Office of the Fulton County District Attorney

Date: October 2,2023

Subject: Professional Services- Law Office of Nathan Wade

---

Please approve the attached payment voucher PVX# LNG100223-04 in the amount of $34,250.00

If you have any questions, I will make myself available at 404-398-1992. -- DQBjr

# FULTON COUNTY

## PAYMENT VOUCHER

Naming Format
First Initial, Last Initial,0,0,0,? - next sequential number

If multiple pages please note

Page 1 of 1

| Voucher Transaction Code | Voucher Number | Voucher Date MM/DD/YY | Accounting Period MM/DD/YY | Budget F/Y Y/Y | Action | (E) Oringinal Copy (M) Adjustment | PV Type# |
|---|---|---|---|---|---|---|---|
| | LNG1002233-04 | 10/02/23 | | | | | PV |

| Type of Voucher | (1) Outside Vendor (2) Between Funds (3) Within Funds | Social Payment Date MM/DD/YY | Liability Offset Account | Fixed Asset Indicator (F) | Single Check Flag (Y/N) |
|---|---|---|---|---|---|
| | | | | | |

Vendor/Customer Code: VS0000007603 6

Name: Law Office of Nathan Wade

Address: 2000 Powers Ferry Rd

Marietta, GA 30067

| Fund | Dept | Unit | Sub | Activity | Rev. Source | Sub | Job Number | Rept Category | Object | Sub | Offset Receivable Acct. |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | |

| Line # | Document Reference Code | Document Reference # | Line | PC COMM LN | Vendor Invoice # | Fund | Dept | Unit | Sub | Object | Sub | Activity | Function | Sub |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 01 | | | | | 24 | 100 | 4804 | 4800 | | 1160 | | | | |

| Phase | Major Program | Prog | BS Acct | Description (30) Spaces | Rev. Source | Amount | P / F |
|---|---|---|---|---|---|---|---|
| | | | | Anti Corruption Special Prosecutor | | $34,250.00 | |

| Line # | Document Reference Code | Document Reference # | Line | PC COMM LN | Vendor Invoice | Fund | Dept | Unit | Sub | Object | Sub | Activity | Function | Sub |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | |

| Phase | Major Program | Prog | BS Acct | Description (30) Spaces | Rev. Source | Amount | Inc / Dec | P / F |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

| Line # | Document Reference Code | Document Reference # | Line | PC COMM LN | Vendor Invoice # | Fund | Dept | Unit | Sub | Object | Sub | Activity | Function | Sub |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | | | | | | |

| Phase | Major Program | Prog | BS Acct | Description (30) Spaces | Rev. Source | Amount | Inc / Dec | P / F |
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| Line # | Document Reference Code | Document Reference # | Line | PC COMM LN | Vendor Invoice # | Fund | Dept | Unit | Sub | Object | Sub | Activity | Function | Sub |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
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| Phase | Major Program | Prog | BS Acct | Description (30) Spaces | Rev. Source | Amount | Inc / Dec | P / F |
|---|---|---|---|---|---|---|---|---|
| | | | | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| Agency Head Approval | Dexter Z. Bond, Jr. | Date | 10/2/2023 | Total | $34,250.00 |
| County Manager Approval | | Date | | Finance Approval | Date |

# LAW OFFICES OF NATHAN J WADE

VENDOR ID# VS0000076036

ATTENTION: Fulton County District Attorney's Office
136 Pryor Street
Atlanta, GA 30303

Project Title: Anti-Corruption Special Prosecutor


INVOICE #24

1827 Powers Ferry rd
Bldg 25, Suite 100
Marietta, GA 30067

770-303-0700


| Description | DATE COMPLETED | HOURS BILLED | Cost |
|---|---|---|---|
| Witness Interviews, legal argument research | 9/1/23 | 8 hrs @$250 | $2,000.00 |
| In court motions, team meeting, legal research | 9/5/23-9/8/23 | 33 hrs @250 | $8,250.00 |
| Meeting with witnesses and OA | 9/11/23 | 9 hrs @250 | $2,250.00 |
| In court motions, team meeting, Prep | 9/12/23-9/15/23 | 33 hrs @250 | $8,250.00 |
| Fed Court, OA conf. | 9/18/23 | 8 hrs250 | $2,000.00 |
| Team meeting and Doc prep | 9/19/23 | 10 hrs @250 | $2,500.00 |
| Fed court hearing, meeting with OA | 9/20/23 | 8 hrs @$250 | $2,000.00 |
| Trial prep, research, team meetings | 9/21/23-9/22/23 | 16 hrs @$250 | $4,000.00 |
| Attorney meetings, Discovery meetings; | 9/25/23-9/27/23 | 25 hrs @$250 | $3,500.00 |
| Drafting; team meeting; interview | 9/28/23 | 8 hrs @ 250 | $0.00 |
| Drafting; trial research; team meeting | 9/29/23 | 8 hrs @ 250 | $0.00 |
| | | | |
| | | Total | $34,250.00 |

***Due to billing restrictions this invoice has been significantly truncated

Please Note, this invoice covers September of 2023

Submitted, this _1st day of _October 2023

Nathan J Wade

OK to PAY

# Exhibit K

**IN THE SUPERIOR COURT OF FULTON COUNTY**
**STATE OF GEORGIA**

| | | |
|---|---|---|
| **STATE OF GEORGIA,** | ) | |
| | ) | |
| **v.** | ) | **INDICTMENT NO.** |
| | ) | **23SC188947** |
| **MICHAEL A. ROMAN,** | ) | |
| | ) | |
| Defendant. | ) | |
| | ) | |

**DEFENDANT MICHAEL ROMAN'S**
**RETURN OF SUBPOENAS AND WITNESS LIST**

COMES NOW, Defendant Michael Roman ("Mr. Roman"), by and through his undersigned counsel, pursuant to O.C.G.A. § 24-13-24 and show that service was made upon the following witnesses, as evidenced in the attached subpoenas, by certified mail with certification tracking number endorsed on the copy of the subpoenas. Mr. Roman hereby gives notice that all individuals listed on the attached subpoenas are witnesses he intends to call at his hearing on February 15, 2024. [1]

Additionally, witness Thomas Ricks, an employee of the Fulton County District Attorney's Office, may also be called as a witness but has refused service of his subpoena. A copy of his subpoena was emailed to him at his Fulton County official e-mail address. Additionally, since he refused service at his office at the Fulton County District Attorney's Office on January 29, 2024 at 4:57pm, we have asked him to accept service. If not, then he will be personally served, and his return will be filed at that time.

This list will be updated as additional information becomes available.

[1] Two witnesses were served at their home addresses and those addresses have been redacted from this filing. Should the State wish to have those addresses, Mr. Roman is happy to supply those upon request.

Respectfully submitted this 31st day of January, 2024.

**THE MERCHANT LAW FIRM, P.C.**

*/s/ Ashleigh B. Merchant*
ASHLEIGH B. MERCHANT
Georgia Bar No. 040474
701 Whitlock Avenue, S.W., Ste. J-43
Marietta, Georgia 30064
Telephone: 404.510.9936
Facsimile: 404.592.4614
Email: *ashleigh@merchantlawfirmpc.com*

**IN THE SUPERIOR COURT OF FULTON COUNTY**
**STATE OF GEORGIA**

| | | |
|---|---|---|
| **STATE OF GEORGIA,** | ) | |
| | ) | |
| **v.** | ) | **INDICTMENT NO.** |
| | ) | **23SC188947** |
| **MICHAEL A. ROMAN,** | ) | |
| | ) | |
| Defendant. | ) | |
| | ) | |

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the within and foregoing ***DEFENDANT MICHAEL ROMAN'S RETURN OF SUBPOENAS*** has been served upon counsel for the State of Georgia by filing same with the Court's electronic filing system, which will deliver a copy by e-mail to the following counsel of record for the State:

Nathan Wade
*Nathanwade@lawyer.com*

Anna Cross
*Anna@crosskincaid.com*

John Floyd
*Floydbme@law.com*

Daysha Young
*Daysha.Young@fultoncountyga.gov*

Adam Ney
*Adam.Ney@fultoncountyga.gov*

Alex Bernick
*Alex.bernick@fultoncountyga.gov*

F. McDonald Wakeford
*FMcDonald.Wakeford@fultoncountyga.gov*

Grant Rood
*Grant.Rood@fultoncountyga.gov*

John W. Wooten
*Will.wooten@fultoncountyga.gov*

I further certify that, in compliance with Judge Scott McAfee's Standing Order a copy of this pleading has been emailed to the Court via the Litigation Manager Cheryl Vortice at *Cheryl.vortice@fultoncountyga.gov* with copies of such communication provided to all counsel of record for the State at the email addresses provided above.

This 31st day of January, 2024.

**THE MERCHANT LAW FIRM, P.C.**

*/s/ Ashleigh B. Merchant*
ASHLEIGH B. MERCHANT
Georgia Bar No. 040474

# EXHIBIT A

# *WITNESS SUBPOENA*

*State of GEORGIA*, Fulton County

TO: Sonya Allen
Fulton County District Attorney's Office
136 Pryor Street
Third Floor
Atlanta, Georgia 30303
Email: Sonya.allen@fultoncountyga.gov

You are hereby commanded, that laying all other business aside, you be and appear at the Superior Court before the presiding Judge in the Fulton County Courthouse, Atlanta, GA to be held on February 15, 2024 at 9:30am in the Courtroom 5A, 136 Pryor Street S.W., Atlanta, Georgia 30303 then and there to be sworn as a witness for the Defendant in the case of State v. Michael Roman, Case Number 23SC188947.

You are required to attend from day to day and from time to time until the matter is disposed of.

HEREIN FAIL NOT, under the penalty of law by authority of the Honorable Scott McAfee, Judge of said court this 1/31/2024.

Any Questions Contact:
Ashleigh B. Merchant
701 Whitlock Ave. Suite J-43
Marietta, Ga. 30064
ashleigh@merchantlawfirmpc.com
Phone No. 404-510-9936

Issued by Attorney for Defendant,
Clerk of Superior Court

Subpoena Issued by Attorney of Record for Defendant

RETURN OF SERVICE

I served the within witness Sonya Allen with this subpoena on 1-31-24 at 12 am/pm by: ___ delivering to him/her in person, or by ✓ registered or certified mail.

#7011 2000 0002 0569 6458 Served by:

Name and Title

***"Pursuant to OCGA 24-13-21(c-h), this subpoena form is being provided to the attorney of record and shall be completed prior to service upon the witness. If an individual misuses a subpoena, he or she shall be subject to punishment for contempt of court and shall be punished by a fine of not more than $300.00 or not more than 20 days imprisonment, or both. A witness may contact the Clerk of Court's office to verify this subpoena was issued for a valid case."***

# *WITNESS SUBPOENA*

*State of GEORGIA*, Fulton County

TO: Christopher A. Campbell
Wade & Campbell Firm
Building 25
1827 Powers Ferry Road, S.E., Suite 100
Atlanta, Georgia 30339
Email: Chris@wadeandcampbell.com

You are hereby commanded, that laying all other business aside, you be and appear at the Superior Court before the presiding Judge in the Fulton County Courthouse, Atlanta, GA to be held on February 15, 2024 at 9:30am in the Courtroom 5A, 136 Pryor Street S.W., Atlanta, Georgia 30303 then and there to be sworn as a witness for the Defendant in the case of State v. Michael Roman, Case Number 23SC188947.

You are required to attend from day to day and from time to time until the matter is disposed of.

HEREIN FAIL NOT, under the penalty of law by authority of the Honorable Scott McAfee, Judge of said court this 1/25/2024.

Any Questions Contact:
Ashleigh B. Merchant
701 Whitlock Ave. Suite J-43
Marietta, Ga. 30064
ashleigh@merchantlawfirmpc.com
Phone No. 404-510-9936

Issued by Attorney for Defendant,
Clerk of Superior Court

Ashleigh Merchant by JBM
Subpoena Issued by Attorney of Record for Defendant

RETURN OF SERVICE

I served the within witness Christopher Campbell with this subpoena on 1/25/24 at 3:30 am/pm by: ___ delivering to him/her in person, or by ✓ registered or certified mail.

#70112000 0002 0056 9755 4

Served by: Ashleigh Merchant by JBM
Name and Title

*"Pursuant to OCGA 24-13-21(c-h), this subpoena form is being provided to the attorney of record and shall be completed prior to service upon the witness. If an individual misuses a subpoena, he or she shall be subject to punishment for contempt of court and shall be punished by a fine of not more than $300.00 or not more than 20 days imprisonment, or both. A witness may contact the Clerk of Court's office to verify this subpoena was issued for a valid case."*

# *WITNESS SUBPOENA*

*State of GEORGIA*, Fulton County

TO: Dexter Bond
Fulton County District Attorney's Office
136 Pryor Street
Third Floor
Atlanta, Georgia 30303
Email: Dexter.bond@fultoncountyga.gov

You are hereby commanded, that laying all other business aside, you be and appear at the Superior Court before the presiding Judge in the Fulton County Courthouse, Atlanta, GA to be held on February 15, 2024 at 9:30am in the Courtroom 5A, 136 Pryor Street S.W., Atlanta, Georgia 30303 then and there to be sworn as a witness for the Defendant in the case of State v. Michael Roman, Case Number 23SC188947.

You are required to attend from day to day and from time to time until the matter is disposed of.

HEREIN FAIL NOT, under the penalty of law by authority of the Honorable Scott McAfee, Judge of said court this 1/25/2024.

Any Questions Contact:
Ashleigh B. Merchant
701 Whitlock Ave. Suite J-43
Marietta, Ga. 30064
ashleigh@merchantlawfirmpc.com
Phone No. 404-510-9936

Issued by Attorney for Defendant,
Clerk of Superior Court

Ashleigh Merchant by JBM
Subpoena Issued by Attorney of Record for Defendant

RETURN OF SERVICE

I served the within witness Dexter Bond with this subpoena on 1/25/24 at 3:30 am/pm by: ___ delivering to him/her in person, or by ✓ registered or certified mail. # 7011 2000 0002 0569 5048

Served by: Ashleigh Merchant, Attorney by JBM
Name and Title

*"Pursuant to OCGA 24-13-21(c-h), this subpoena form is being provided to the attorney of record and shall be completed prior to service upon the witness. If an individual misuses a subpoena, he or she shall be subject to punishment for contempt of court and shall be punished by a fine of not more than $300.00 or not more than 20 days imprisonment, or both. A witness may contact the Clerk of Court's office to verify this subpoena was issued for a valid case."*

# *WITNESS SUBPOENA*

*State of GEORGIA*, Fulton County

TO: Fani Willis
Fulton County District Attorney's Office
136 Pryor Street
Third Floor
Atlanta, Georgia 30303
Email: fani.willisda@fultoncountyga.gov

You are hereby commanded, that laying all other business aside, you be and appear at the Superior Court before the presiding Judge in the Fulton County Courthouse, Atlanta, GA to be held on February 15, 2024 at 9:30am in the Courtroom 5A, 136 Pryor Street S.W., Atlanta, Georgia 30303 then and there to be sworn as a witness for the Defendant in the case of State v. Michael Roman, Case Number 23SC188947.

You are required to attend from day to day and from time to time until the matter is disposed of.

HEREIN FAIL NOT, under the penalty of law by authority of the Honorable Scott McAfee, Judge of said court this 1/25/2024.

Any Questions Contact:
Ashleigh B. Merchant
701 Whitlock Ave. Suite J-43
Marietta, Ga. 30064
ashleigh@merchantlawfirmpc.com
Phone No. 404-510-9936

Issued by Attorney for Defendant,
Clerk of Superior Court

Ashleigh Merchant, by SBM
Subpoena Issued by Attorney of Record for Defendant

RETURN OF SERVICE

I served the within witness Fani Willis with this subpoena on 1/25/24 at 3:30 am/pm by: ___ delivering to him/her in person, or by ✓ registered or certified mail.

#7011 2000 0002 0569 8055 Served by: Ashleigh Merchant, Attorney by SBM
Name and Title

*"Pursuant to OCGA 24-13-21(c-h), this subpoena form is being provided to the attorney of record and shall be completed prior to service upon the witness. If an individual misuses a subpoena, he or she shall be subject to punishment for contempt of court and shall be punished by a fine of not more than $300.00 or not more than 20 days imprisonment, or both. A witness may contact the Clerk of Court's office to verify this subpoena was issued for a valid case."*

# *WITNESS SUBPOENA*

*State of GEORGIA*, Fulton County

TO: Nathan Wade
Wade & Campbell Firm
Building 25
1827 Powers Ferry Road, S.E., Suite 100
Atlanta, Georgia 30339
Email: Nathan@wadeandcampbell.com

You are hereby commanded, that laying all other business aside, you be and appear at the Superior Court before the presiding Judge in the Fulton County Courthouse, Atlanta, GA to be held on February 15, 2024 at 9:30am in the Courtroom 5A, 136 Pryor Street S.W., Atlanta, Georgia 30303 then and there to be sworn as a witness for the Defendant in the case of State v. Michael Roman, Case Number 23SC188947.

You are required to attend from day to day and from time to time until the matter is disposed of.

HEREIN FAIL NOT, under the penalty of law by authority of the Honorable Scott McAfee, Judge of said court this 1/25/2024.

Any Questions Contact:
Ashleigh B. Merchant
701 Whitlock Ave. Suite J-43
Marietta, Ga. 30064
ashleigh@merchantlawfirmpc.com
Phone No. 404-510-9936

Issued by Attorney for Defendant,
Clerk of Superior Court

Ashleigh Merchant by SBM
Subpoena Issued by Attorney of Record for Defendant

RETURN OF SERVICE

I served the within witness Nathan Wade with this subpoena on 1/25/24 at 3:30 am/pm by: ___ delivering to him/her in person, or by ✓ registered or certified mail.

# 7011 2000 0002 0569 5062 Served by: Ashleigh Merchant, Attorney by SBM
Name and Title

***"Pursuant to OCGA 24-13-21(c-h), this subpoena form is being provided to the attorney of record and shall be completed prior to service upon the witness. If an individual misuses a subpoena, he or she shall be subject to punishment for contempt of court and shall be punished by a fine of not more than $300.00 or not more than 20 days imprisonment, or both. A witness may contact the Clerk of Court's office to verify this subpoena was issued for a valid case."***

# *WITNESS SUBPOENA*

*State of GEORGIA*, Fulton County

TO: Daysha Young
Fulton County District Attorney's Office
136 Pryor Street
Third Floor
Atlanta, Georgia 30303
Email: Daysha.Young@fultoncountyga.gov

You are hereby commanded, that laying all other business aside, you be and appear at the Superior Court before the presiding Judge in the Fulton County Courthouse, Atlanta, GA to be held on February 15, 2024 at 9:30am in the Courtroom 5A, 136 Pryor Street S.W., Atlanta, Georgia 30303 then and there to be sworn as a witness for the Defendant in the case of State v. Michael Roman, Case Number 23SC188947.

You are required to attend from day to day and from time to time until the matter is disposed of.

HEREIN FAIL NOT, under the penalty of law by authority of the Honorable Scott McAfee, Judge of said court this 1/25/2024.

Any Questions Contact:
Ashleigh B. Merchant
701 Whitlock Ave. Suite J-43
Marietta, Ga. 30064
ashleigh@merchantlawfirmpc.com
Phone No. 404-510-9936

Issued by Attorney for Defendant,
Clerk of Superior Court

Ashleigh Merchant by SBM
Subpoena Issued by Attorney of Record for Defendant

RETURN OF SERVICE

I served the within witness Daysha Young with this subpoena on 1/25/24 at 3:30 am/pm by: ___ delivering to him/her in person, or by ✓ registered or certified mail.

#7011 2000 0002 0569 5029

Served by: Ashleigh Merchant Attorney
Name and Title by SBM

***"Pursuant to OCGA 24-13-21(c-h), this subpoena form is being provided to the attorney of record and shall be completed prior to service upon the witness. If an individual misuses a subpoena, he or she shall be subject to punishment for contempt of court and shall be punished by a fine of not more than $300.00 or not more than 20 days imprisonment, or both. A witness may contact the Clerk of Court's office to verify this subpoena was issued for a valid case."***

# *WITNESS SUBPOENA*

*State of GEORGIA*, Fulton County

TO: Michael Hill
Fulton County District Attorney's Office
136 Pryor Street
Third Floor
Atlanta, Georgia 30303
Email: Michael.hill@fultoncountyga.gov

You are hereby commanded, that laying all other business aside, you be and appear at the Superior Court before the presiding Judge in the Fulton County Courthouse, Atlanta, GA to be held on February 15, 2024 at 9:30am in the Courtroom 5A, 136 Pryor Street S.W., Atlanta, Georgia 30303 then and there to be sworn as a witness for the Defendant in the case of State v. Michael Roman, Case Number 23SC188947.

You are required to attend from day to day and from time to time until the matter is disposed of.

HEREIN FAIL NOT, under the penalty of law by authority of the Honorable Scott McAfee, Judge of said court this 1/25/2024.

Any Questions Contact:
Ashleigh B. Merchant
701 Whitlock Ave. Suite J-43
Marietta, Ga. 30064
ashleigh@merchantlawfirmpc.com
Phone No. 404-510-9936

Issued by Attorney for Defendant,
Clerk of Superior Court

Ashleigh Merchant by JBM
Subpoena Issued by Attorney of Record for Defendant

RETURN OF SERVICE

I served the within witness Michael Hill with this subpoena on 1/25/24 at 3:30 am/pm by: ___ delivering to him/her in person, or by ✓ registered or certified mail.

#7011 2000 0002 0569 7738

Served by: Ashleigh Merchant by JBM
Name and Title

***"Pursuant to OCGA 24-13-21(c-h), this subpoena form is being provided to the attorney of record and shall be completed prior to service upon the witness. If an individual misuses a subpoena, he or she shall be subject to punishment for contempt of court and shall be punished by a fine of not more than $300.00 or not more than 20 days imprisonment, or both. A witness may contact the Clerk of Court's office to verify this subpoena was issued for a valid case."***

# *WITNESS SUBPOENA*

*State of GEORGIA*, Fulton County

TO: Tia Green
Fulton County District Attorney's Office
136 Pryor Street
Third Floor
Atlanta, Georgia 30303
Email: Tia.Green@fultoncountyga.gov

You are hereby commanded, that laying all other business aside, you be and appear at the Superior Court before the presiding Judge in the Fulton County Courthouse, Atlanta, GA to be held on February 15, 2024 at 9:30am in the Courtroom 5A, 136 Pryor Street S.W., Atlanta, Georgia 30303 then and there to be sworn as a witness for the Defendant in the case of State v. Michael Roman, Case Number 23SC188947.

You are required to attend from day to day and from time to time until the matter is disposed of.

HEREIN FAIL NOT, under the penalty of law by authority of the Honorable Scott McAfee, Judge of said court this 1/25/2024.

Any Questions Contact:
Ashleigh B. Merchant
701 Whitlock Ave. Suite J-43
Marietta, Ga. 30064
ashleigh@merchantlawfirmpc.com
Phone No. 404-510-9936

Issued by Attorney for Defendant,
Clerk of Superior Court

Ashleigh Merchant by JBM
Subpoena Issued by Attorney of Record for Defendant

RETURN OF SERVICE

I served the within witness Tia Green with this subpoena on 1/25/24 at 3:30 am/pm by: ___ delivering to him/her in person, or by ✓ registered or certified mail.

#7011 2000 0002 0569 5031

Served by: Ashleigh Merchant, Attorney by JBM
Name and Title

***"Pursuant to OCGA 24-13-21(c-h), this subpoena form is being provided to the attorney of record and shall be completed prior to service upon the witness. If an individual misuses a subpoena, he or she shall be subject to punishment for contempt of court and shall be punished by a fine of not more than $300.00 or not more than 20 days imprisonment, or both. A witness may contact the Clerk of Court's office to verify this subpoena was issued for a valid case."***

# *WITNESS SUBPOENA*

*State of GEORGIA*, Fulton County

TO: Robin Bryant Yeartie
[redacted]

You are hereby commanded, that laying all other business aside, you be and appear at the Superior Court before the presiding Judge in the Fulton County Courthouse, Atlanta, GA to be held on February 15, 2024 at 9:30am in the Courtroom 5A, 136 Pryor Street S.W., Atlanta, Georgia 30303 then and there to be sworn as a witness for the Defendant in the case of State v. Michael Roman, Case Number 23SC188947.

You are required to attend from day to day and from time to time until the matter is disposed of.

HEREIN FAIL NOT, under the penalty of law by authority of the Honorable Scott McAfee, Judge of said court this 1/25/2024.

Any Questions Contact:
Ashleigh B. Merchant
701 Whitlock Ave. Suite J-43
Marietta, Ga. 30064
ashleigh@merchantlawfirmpc.com
Phone No. 404-510-9936

Issued by Attorney for Defendant,
Clerk of Superior Court

Ashleigh Merchant by JBM
Subpoena Issued by Attorney of Record for Defendant

RETURN OF SERVICE

I served the within witness Robin Yeartie with this subpoena on 1/25/24 at 3:30 am/~~pm~~ by: ___ delivering to him/her in person, or by ✓ registered or ~~certified~~ mail.

#7011 2000 0002 0569 7709

Served by: Ashleigh Merchant, Attorney by JBM
Name and Title

***"Pursuant to OCGA 24-13-21(c-h), this subpoena form is being provided to the attorney of record and shall be completed prior to service upon the witness. If an individual misuses a subpoena, he or she shall be subject to punishment for contempt of court and shall be punished by a fine of not more than $300.00 or not more than 20 days imprisonment, or both. A witness may contact the Clerk of Court's office to verify this subpoena was issued for a valid case."***

# *WITNESS SUBPOENA*

*State of GEORGIA*, Fulton County

TO: Terrence Bradley
Law Offices of Terrence A. Bradley
Building 2
2727 Paces Ferry Road, S.E., Suite 1450
Atlanta, Georgia 30339
Email: tbradley1@gmail.com

You are hereby commanded, that laying all other business aside, you be and appear at the Superior Court before the presiding Judge in the Fulton County Courthouse, Atlanta, GA to be held on February 15, 2024 at 9:30am in the Courtroom 5A, 136 Pryor Street, S.W., Atlanta, Georgia 30303 then and there to be sworn as a witness for the Defendant in the case of State v. Michael Roman, Case Number 23SC188947.

You are required to attend from day to day and from time to time until the matter is disposed of.

HEREIN FAIL NOT, under the penalty of law by authority of the Honorable Scott McAfee, Judge of said court this 1/25/2024.

Any Questions Contact:
Ashleigh B. Merchant
701 Whitlock Ave. Suite J-43
Marietta, Ga. 30064
ashleigh@merchantlawfirmpc.com
Phone No. 404-510-9936

Issued by Attorney for Defendant,
Clerk of Superior Court

Ashleigh Merchant by JBM w/permission
Subpoena issued by Attorney of Record for Defendant

RETURN OF SERVICE

I served the within witness Terrance Bradley with this subpoena on January 25 2024 at 3:30 am/pm by: ___ delivering to him/her in person, or by ✓ registered or ~~certified~~ mail.

#7011 2000 0002 0569 7547 Served by: Ashleigh Merchant, Attorney
Name and Title
by JBM

***"Pursuant to OCGA 24-13-21(c-h), this subpoena form is being provided to the attorney of record and shall be completed prior to service upon the witness. If an individual misuses a subpoena, he or she shall be subject to punishment for contempt of court and shall be punished by a fine of not more than $300.00 or not more than 20 days imprisonment, or both. A witness may contact the Clerk of Court's office to verify this subpoena was issued for a valid case."***

# *WITNESS SUBPOENA*

*State of GEORGIA*, Fulton County

TO: Capers Green
[redacted]
Email: Capers.green@fultoncountyga.gov

You are hereby commanded, that laying all other business aside, you be and appear at the Superior Court before the presiding Judge in the Fulton County Courthouse, Atlanta, GA to be held on February 15, 2024 at 9:30am in the Courtroom 5A, 136 Pryor Street S.W., Atlanta, Georgia 30303 then and there to be sworn as a witness for the Defendant in the case of State v. Michael Roman, Case Number 23SC188947.

You are required to attend from day to day and from time to time until the matter is disposed of.

HEREIN FAIL NOT, under the penalty of law by authority of the Honorable Scott McAfee, Judge of said court this 1/25/2024.

Any Questions Contact:
Ashleigh B. Merchant
701 Whitlock Ave. Suite J-43
Marietta, Ga. 30064
ashleigh@merchantlawfirmpc.com
Phone No. 404-510-9936

Issued by Attorney for Defendant,
Clerk of Superior Court

Ashleigh Merchant by JBM
Subpoena Issued by Attorney of Record for Defendant

RETURN OF SERVICE

I served the within witness Capers Green with this subpoena on 1/25/24 at 3:30 am/pm by: ___ delivering to him/her in person, or by ✓ registered or certified mail.

#7011 2000 0002 0869 7714

Served by: Ashleigh Merchant, Attorney by JBM
Name and Title

*"Pursuant to OCGA 24-13-21(c-h), this subpoena form is being provided to the attorney of record and shall be completed prior to service upon the witness. If an individual misuses a subpoena, he or she shall be subject to punishment for contempt of court and shall be punished by a fine of not more than $300.00 or not more than 20 days imprisonment, or both. A witness may contact the Clerk of Court's office to verify this subpoena was issued for a valid case."*

# *WITNESS SUBPOENA*

*State of GEORGIA*, Fulton County

TO: Thomas Ricks
Fulton County District Attorney's Office
136 Pryor Street
Third Floor
Atlanta, Georgia 30303
Email: Thomas.Ricks@fultoncountyga.gov

You are hereby commanded, that laying all other business aside, you be and appear at the Superior Court before the presiding Judge in the Fulton County Courthouse, Atlanta, GA to be held on February 15, 2024 at 9:30am in the Courtroom 5A, 136 Pryor Street S.W., Atlanta, Georgia 30303 then and there to be sworn as a witness for the Defendant in the case of State v. Michael Roman, Case Number 23SC188947.

You are required to attend from day to day and from time to time until the matter is disposed of.

HEREIN FAIL NOT, under the penalty of law by authority of the Honorable Scott McAfee, Judge of said court this 1/25/2024.

Any Questions Contact:
Ashleigh B. Merchant
701 Whitlock Ave. Suite J-43
Marietta, Ga. 30064
ashleigh@merchantlawfirmpc.com
Phone No. 404-510-9936

Issued by Attorney for Defendant,
Clerk of Superior Court

Ashleigh Merchant by JBM
Subpoena Issued by Attorney of Record for Defendant

RETURN OF SERVICE

I served the within witness Thomas Ricks with this subpoena on 1/25/24 at 3:30 am/pm by: ___ delivering to him/her in person, or by ✓ registered or certified mail.

#7011 2000 0002 0569 7721

Served by: Ashleigh Merchant Attorney by JBM
Name and Title

***"Pursuant to OCGA 24-13-21(c-h), this subpoena form is being provided to the attorney of record and shall be completed prior to service upon the witness. If an individual misuses a subpoena, he or she shall be subject to punishment for contempt of court and shall be punished by a fine of not more than $300.00 or not more than 20 days imprisonment, or both. A witness may contact the Clerk of Court's office to verify this subpoena was issued for a valid case."***

# Exhibit L

PageScrantom

Page, Scrantom, Sprouse, Tucker & Ford, P.C.

ALAN G. SNIPES
DIRECT (706) 243-5636
FAX (706) 243-0417
asnipes@psstf.com

February 1, 2024

**VIA U.S. MAIL AND VIA EMAIL:**
**ashleigh@merchantlawfirmpc.com**

Ashleigh B. Merchant
The Merchant Law Firm, P.C.
701 Whitlock Avenue, S.W., Suite J-43
Marietta, Georgia 30064

Re: *State v. Michael Roman*
Superior Court of Fulton County
Case No.: 23SC188947

Dear Ms. Merchant:

This firm represents Synovus Bank. We are in receipt of a subpoena (the "Subpoena") from you related to the above matter. The Subpoena seeks, *inter alia*, any and all documents in Synovus Bank's possession related to Nathan J. Wade, Nathan J. Wade, P.C., Nathan J. Wade, P.C., Attorney at Law, and/or Wade, Bradley & Campbell Firm, LLC.

Synovus Bank conducted a diligent search of its records and was able to locate certain account records related to two accounts associated with the Wade, Bradley & Campbell Firm, LLC. Late yesterday, I received notice via e-mail that one of the authorized signatories on these accounts, Nathan Wade, objected to the the Subpoena and to the production of the account records at issue. Mr. Wade further advised via e-mail that his counsel intended to move to quash the Subpoena.

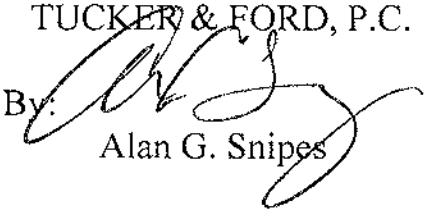
Pursuant to O.C.G.A. § 7-1-360(a), a financial institution is not required or permitted to disclose financial records except under limited circumstances. Notice to the affected account holder is required, and O.C.G.A. § 7-1-60(c) allows the account holder to "file in the court issuing an order or subpoena for the records or the Georgia or federal court where the civil matter is being heard or, the absence of such a court, in the superior court of the county in which the financial institution is located a motion to quash the order, subpoena, or request or for a protective order..." Because the account holder has indicated an intent to object to the Subpoena and file a motion to quash as set forth in O.C.G.A. § 7-1-360(c), Synovus Bank is presently unable to provide the responsive records to you.

Synovus Bank takes no position on the ability of your client to request the records set forth in the Subpoena, nor whether any objection or motion to quash the Subpoena would be meritorious. If and when a ruling is provided on any objection and/or motion to quash, Synovus Bank will, of course, promptly comply with any court order regarding the matter. In that regard, please be advised that Synovus Bank has gathered the responsive records and will be in a position to produce them immediately upon resolution of any objection or motion to quash.

If you have any questions regarding this matter, please let me now.

Yours very truly,

PAGE, SCRANTOM, SPROUSE,
TUCKER & FORD, P.C.

By: 
Alan G. Snipes

cc: Mr. Nathan Wade (via email)
Synovus Bank

MM

THE MERCHANT LAW FIRM

TRIAL AND APPELLATE ATTORNEYS

Ashleigh B. Merchant

701 Whitlock Avenue, S.W
Suite J-4
Marietta, Georgia 3006
Telephone: (404) 510-993
Facsimile: (404) 592-461
ashleigh@merchantlawfirmpc.com

January 25, 2024

***VIA CERTIFIED MAIL***
***RETURN RECEIPT REQUESTED***
Synovus Bank
c/o Deacon Service, LLC
1111 Bay Avenue
Third Floor
Columbus, Georgia 31901

***Re: State v. Michael Roman; Case No. 23SC188947; Superior Court of Fulton County; Subpoena For Production of Records***

Dear Sir or Madam:

I am counsel for Michael Roman, a defendant in the above-referenced matter. Enclosed please find a subpoena issued pursuant to O.C.G.A. § 24-13-21, *et seq.* commanding your appearance as a witness on behalf of Mr. Roman at Mr. Roman's pre-trial hearing, which is scheduled to begin on **Thursday, February 15, 2024, at 9:30 a.m. before Honorable Scott McAfee, at the Superior Court of Fulton County, Courtroom 5A, 136 Pryor Street, S.W., Atlanta, Georgia 30303.**

The Rules of Evidence in Georgia now permit the foundation requirements for identification, authentication, and admissibility of business records to be satisfied under certain circumstances without the expense and inconvenience of producing witnesses, all as pursuant to O.C.G.A. §§ 24-8-803 and 24-9-902.

In accordance with the Georgia Rules of Evidence, we have attached a Business Record Certification form for use by the custodian of the business records requested. Please review the Certification to determine whether it is an accurate statement with regard to the records requested pursuant to the attached subpoena. If the Certification is accurate, then in lieu of having the custodian of records appear in court with the records on the date and at the time stated in the attached subpoena, please have the custodian sign the original

Certification under oath in the presence of a notary public, attach the requested records to it, and return the original certification and all responsive records to our office address listed above **prior to Thursday, February 8, 2024**.

We cannot, however, guarantee that the Court will not require the custodian of records to appear at the hearing to authenticate the records and to lay a proper foundation for admittance of the requested records. In lieu of appearance, however, as directed by the attached subpoenas, upon the receipt of the records and certification, the custodian will be placed "on call" for the hearing. Please provide us with a good contact number and email for the custodian, and we will make every effort to use the Business Record Certification instead of the testimony of the custodian. If testimony from the custodian is required, I will contact the custodian to advise the custodian about the time and place for the custodian's appearance.

Thank you very much, and should you have any questions, please do not hesitate to contact me.

Sincerely,

ABM by SBM w/ express permission

Ashleigh B. Merchant

ABM/ssb
Encl.
cc: John B. Merchant, III (*w/encl. via e-mail only*)

# *SUBPOENA FOR PRODUCTION OF EVIDENCE*

State of Georgia, Fulton County

TO: Synovus Bank
c/o Deacon Service, LLC
1111 Bay Avenue
Third Floor
Columbus, Georgia 31901

You are hereby commanded, that laying all other business aside, you be and appear at the Superior Court before the presiding Judge in the Fulton County Courthouse, Atlanta, GA to be held on February 15, 2023 at 9:30am in the Superior Court of Fulton County, Courtroom 5A, 136 Pryor Street, S.W., Atlanta, Georgia 30303 and to bring with you into said Court certain matters to be used as evidence by the Defendant in the case of State v. Michael Roman, Case Number 23SC188947.

The following are hereby subpoenaed: See Exhibit "A".

HEREIN FAIL NOT, under the penalty of law by authority of the Hon. Scott McAfee, Judge of said court this 1/25/2024.

Any Questions Contact:
Ashleigh B. Merchant
The Merchant Law Firm, P.C.
701 Whitlock Ave., S.W., Suite J-43
Marietta, GA 30064
Email: ashleigh@merchantlawfirmpc.com
Phone No. (404) 510-9936

Issued by Attorney for Defendant,
Clerk of Superior Court

Ashleigh Merchant by JBM
Subpoena Issued by Attorney of Record for Defendant

RETURN OF SERVICE

I served the within witness Synovus Bank with this subpoena on 1/25/24 at 3:30 am/pm by: ____ delivering to him/her in person, or by ✓ registered or certified mail.

Served by: Ashleigh Merchant
Name and Title Attorney by JBM w/ permission

***"Pursuant to OCGA 24-13-21(c-h), this subpoena form is being provided to the attorney of record and shall be completed prior to service upon the witness. If an individual misuses a subpoena, he or she shall be subject to punishment for contempt of court and shall be punished by a fine of not more than $300.00 or not more than 20 days imprisonment, or both. A witness may contact the Clerk of Court's office to verify this subpoena was issued for a valid case."***

**EXHIBIT "A"**

We kindly request that you please produce the following documents and records:

(1) Any and all documents or materials related to **Nathan J. Wade, Jr., DOB:** [redacted] **SSN:** [redacted] **Attorney Nathan J. Wade, Nathan J. Wade, P.C., Nathan J. Wade P.C. Attorney at Law, and/or Wade, Bradley & Campbell Firm, LLC**, for the period January 1, 2020 through the present;

(2) All documents pertaining to open or closed credit cards in the name of **Nathan J. Wade, Jr., Atty Nathan J Wade, Nathan J. Wade P.C., Nathan J. Wade P.C. Attorney at Law, and/or Wade, Bradley & Campbell Firm, LLC,** or under the signatory authority of **Nathan J. Wade, Jr., Atty Nathan J. Wade, Nathan J. Wade P.C., Nathan J. Wade P.C. Attorney at Law, and/or Wade, Bradley & Campbell Firm, LLC**;

(3) All documents pertaining to **Nathan J. Wade, Jr., Atty Nathan J Wade, Nathan J. Wade P.C., Nathan J. Wade P.C. Attorney at Law, and/or Wade, Bradley & Campbell Firm, LLC**, or under the signatory authority of **Nathan J. Wade, Jr., Atty Nathan J. Wade, Nathan J. Wade P.C., Nathan J. Wade P.C. Attorney at Law, and/or Wade, Bradley & Campbell Firm, LLC** in connection with known account ending in *603-7 with your organization including, but not limited to any:

(a) Application for credit;

(b) Credit report;

(c) Monthly statement;

(d) Financial statement;

(e) Documents (checks, debit memos, cash in tickets, wires, etc.) reflecting payments and/or debits on the account; and

(f) Documents (deposit forms, wire confirmations, etc.) reflecting deposits and/or credits on the account.

**IN THE SUPERIOR COURT OF FULTON COUNTY**
**STATE OF GEORGIA**

| | | |
|---|---|---|
| **STATE OF GEORGIA,** | ) | |
| | ) | |
| v. | ) | INDICTMENT NO. |
| | ) | 23SC188947 |
| **MICHAEL A. ROMAN,** | ) | |
| | ) | |
| Defendant. | ) | |
| _____ | ) | |

## BUSINESS RECORD CERTIFICATION

I, [name] _____ being the [title of position] _____ hereby certify that I have personal knowledge of the business filing record system of the business known as [name of business] _____ located at [business address] _____.

I have reviewed the attached business records being provided pursuant to the requests for documents set forth in Exhibit A to the subpoena dated January 25, 2024 in the above-referenced matter. I hereby certify that the business records attached hereto were taken from the ordinary business records of [name of business] _____.

I further certify that based upon my review of these records:

A. The records were made at or near the time of the occurrence of the matter set forth by, or from information transmitted by, a person with knowledge of these matters;

B. The records were kept in the course of the regularly conducted activity of the above-named entity; and

C. The records were kept in the course of the regularly conducted activity as regular practice of said entity.

In accordance with O.C.G.A. §§ 24-8-803 and 24-9-902, I declare, certify, and verify, under penalty of perjury, that the foregoing is true and correct.

Name (Printed): _____

Name (Signed): _____

Title: _____

Address: _____

_____

_____

Date: _____

Sworn to and subscribed before
me on this _____ day of _____, 2024.

_____
Notary Public

# Exhibit M

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE FULTON COUNTY DISTRICT ATTORNEY'S OFFICE AND ANNA GREEN CROSS, ESQ. OF CROSS FIRM LLC.**

**THIS AGREEMENT** is made by and between the FULTON COUNTY DISTRICT ATTORNEY'S OFFICE, (hereinafter "FCDA" whose mailing address is 136 Pryor Street, Atlanta, GA 30303 and Anna Green Cross, ESQ. (hereinafter "Attorney").

**WITNESSETH:**

**WHEREAS**, the FCDA intends to engage the professional services of Attorney to provide legal services as an expert in the area of complex state and federal criminal and civil litigation"; and,

**WHEREAS**, the services to be rendered are of a special and temporary nature which has been determined to be in the best interest of the public to be performed under contract by professional personnel;

**WHEREAS**, the Attorney has agreed to accept the position as July 15, 2022. This contract shall end on June 30, 2023.

**WHEREAS**, FCDA and Attorney, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## SECTION 1: SCOPE OF SERVICES

Attorney agrees to provide legal services in connection with state and federal litigation for the purposes of advising, researching, and lead council on litigation matters involving criminal and civil state and federal litigation related to the Office of the Fulton County District Attorney and related matters.

Attorney agrees to provide best efforts to the performance of duties and responsibilities as outlined below in accordance with applicable laws, rules, regulations and policies.

Any expansion of this scope will be set forth in a separate letter of engagement or addendum to this contract.

## SECTION 2: CONTRACT TERM

The term of this contract shall commence July 15, 2022 thru June 30, 2023. The FCDA may terminate this contract at any time, either for convenience or default; in this event, FCDA shall provide thirty (30) days written notice.

Attorney may terminate this contract and withdraw from representation upon grounds as provided for by the Georgia Rules of Professional Conduct and/or any other applicable provision of law; in this event, Attorney must provide thirty (30) days written notice served upon the District Attorney.

## SECTION 3: ATTORNEY'S COMPENSATION FOR SERVICES

3.1 Attorney shall be compensated at a rate of $250.00 per hour for services provided.

3.2. Attorney is not permitted to work more than eighty (80) hours per month; as such, Attorney's hours for one calendar month (e.g. January 2022) shall not exceed eighty (80) hours.

3.3. Attorney will receive legal assignments from District Attorney. If assignments received, require Attorney to work more than 80 hours per month, Attorney must seek written approval from District Attorney Fani T. Willis before exceeding the monthly maximum hours set forth in Section 3.2.

3.4. Attorney shall submit invoice to FCDA's Purchasing Manager on the first Friday of the subsequent calendar month work was completed (if work is completed in April, invoice should be submitted on, or before, the first Friday in May). Bills not submitted within sixty (60) days of due date will not be paid by FCDA.

3.5 Upon the receipt of a timely payment invoice, FCDA will tender payment within sixty (60) days.

## SECTION 4: ATTORNEY AGREES

4.1 To accept the employment pursuant to the terms of this agreement;

4.2 Attorney contracts herein with the FCDA as an independent contractor, and is NOT an employee of the District Attorney's Office for the purposes of performing the services hereunder;

4.3 Attorney shall not be entitled to employee benefits provided under this contract such as health or life insurance, retirement benefits, vacation leave or sick leave, and there shall be no withholding of taxes by the District Attorney's Office;

4.4 Attorney cannot represent any party to the controversy that is the subject of the cases in which they offer professional services.

## SECTION 5: SCOPE OF AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of Attorney by FCDA and contains all the covenants and agreements between the parties with respect to such retention in any matter whatsoever.

Each party to this Agreement acknowledges that no representation, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Any modification of the Agreement will be effective only if it is in writing and signed by the party to be charged. For the purpose of this paragraph and of the entire, agreement, the signature of the District Attorney is the only signature that will bind FCDA.

## SECTION 6: ASSIGNMENT OF AGREEMENT

This contract is not transferable. Attorney may not assign this agreement or any work within said scope to any other attorney, including attorneys employed within Attorney's office.

## SECTION 7: GENERAL COMPLIANCE WITH LAWS

Attorney shall be required to comply with all laws and ordinances applicable to the work.

## SECTION 8: OWNERSHIP OF DOCUMENTS

All briefs, memoranda and other incidental Attorney work or materials furnished herein under shall be and remain the property of the FCDA, including all publication rights and copyright interests, and may be used by the FCDA without any additional cost to the FCDA.

Attorney shall be required to execute a separate Confidentiality Agreement prior to Agreement being valid; said Confidentiality Agreement will be possessed by the FCDA's Legal Counsel.

## SECTION 9: CHANGES

The FCDA may at any time, in writing, may make any changes in the services to be performed hereunder. If such changes cause an increase or decrease in the costs of doing the work as defined by the aforementioned scope of services of this Agreement or in the time required for this performance to complete, an equitable adjustment shall through a written Agreement.

## SECTION 10: TERMINATION

This contract is terminable by the FCDA at any time by written notice to Attorney, either for convenience or default. By written notice, Attorney may terminate this Agreement and withdraw from representation with the written consent of the FCDA and/or on grounds as provided for by the Georgia Rules of Professional Conduct and/or any other applicable provision of law.

Upon termination, all briefs, reports, summaries, completed work and work in progress, and such other information and materials as may have been accumulated by the Attorney in performing this Agreement shall, in the manner and the extent determined by the FCDA, become the property of and be delivered to the FCDA. If the contract is terminated, Attorney shall be paid the reasonable value for services performed up until the time of termination.

## SECTION 11: SEVERABLE PROVISIONS

If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken for the Agreement and the Agreement shall be enforced according to its valid and subsisting terms and provisions.

## SECTION 12: GOVERNING LAW

The validity of the Agreement and its terms and provisions as well as the rights and duties of the parties of this Agreement shall be governed by the law of the State of Georgia.

IN WITNESS WHEREOF, The parties have executed this Agreement on the dates indicated by their respective names:

| | |
|---|---|
| District Attorney Fani T. Willis Date | Attorney Anna Cross Date |

# Exhibit N

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE FULTON COUNTY DISTRICT ATTORNEY'S OFFICE AND JOHN FLOYD, ESQ.**

**THIS AGREEMENT** is made by and between the FULTON COUNTY DISTRICT ATTORNEY'S OFFICE, (hereinafter "FCDA" whose mailing address is 136 Pryor Street, Atlanta, GA 30303 and JOHN FLOYD, ESQ. (hereinafter "Attorney").

**WITNESSETH:**

**WHEREAS**, the FCDA intends to engage the professional services of Attorney to provide legal services as a "RICO EXPERT"; and

**WHEREAS**, the services to be rendered are of a special and temporary nature which has been determined to be in the best interest of the public to be performed under contract by professional personnel;

**WHEREAS**, the Attorney has agreed to accept the position as RICO EXPERT; and

**WHEREAS**, the FCDA and the Attorney, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**SECTION 1: SCOPE OF SERVICES**

Attorney agrees to provide legal services in connection with the appointment of RICO EXPERT for the purposes of advising, researching and participating in matters involving the RICO statue.

Attorney agrees to provide best efforts to the performance of duties and responsibilities as outlined below in accordance with applicable laws, rules, regulations and policies.

**SECTION 2: CONTRACT TERM**

The term of this contract shall commence April 1, 2021 thru April 1, 2022. The FCDA may terminate this contract at any time, either for convenience or default; in this event, FCDA shall provide thirty (30) days written notice. Attorney may terminate this contract and withdraw from representation upon grounds as provided for by the Georgia Rules of Professional Conduct and/or any other applicable provision of law; in this event, Attorney must provide thirty (30) days written notice served upon the District Attorney.

**SECTION 3: ATTORNEY'S COMPENSATION FOR SERVICES**

3.1 Attorney shall be compensated at a rate of $150 per hour for services provided. In the event, that Attorney performs more than forty (40) hours total in any one (1) calendar month, Attorney must, via writing, inform FCDA, that their hours under this Agreement have reached forty (40) hours; at forty (40) hours, all work must stop and cannot begin until written approval from FCDA is received by Attorney.

3.2. Attorney shall submit invoice to FCDA's Purchasing Manager on the first Friday of the subsequent calendar month work was completed (if work is completed in April, invoice should

be submitted on, or before, the first Friday in May). Bills not submitted within sixty (60) days of receiving confirmation will not be paid by FCDA – these invoices are considered untimely.

Since Attorney must seek written approval before exceeding forty (40) calendar work hours in a month, only under rare and unlikely events, will a monthly invoice exceed six thousand dollars ($6,000.00).

3.5 Upon the receipt of a timely payment invoice, FCDA will tender payment within sixty (60) days.

## SECTION 4: ATTORNEY AGREES

4.1 To accept the employment pursuant to the terms of this agreement;

4.2 Attorney contracts herein with the FCDA as an independent contractor, and is NOT an employee of the District Attorney's Office for the purposes of performing the services hereunder;

4.3 Attorney shall not be entitled to employee benefits provided under this contract such as health or life insurance, retirement benefits, vacation leave or sick leave, and there shall be no withholding of taxes by the District Attorney's Office;

4.4 Attorney cannot represent any party to the controversy that is the subject of the cases in which they offer professional services.

## SECTION 5: SCOPE OF AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of Attorney by FCDA and contains all the covenants and agreements between the parties with respect to such retention in any matter whatsoever. Each party to this Agreement acknowledges that no representation, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of the Agreement will be effective only if it is in writing and signed by the party to be charged. For the purpose of this paragraph and of the entire, agreement, the signature of the District Attorney is the only signature that will bind FCDA.

## SECTION 6: ASSIGNMENT OF AGREEMENT

This contract is not transferable. Attorney may not assign this agreement or any work within said scope to any other attorney, including attorneys employed within Attorney's office.

## SECTION 7: GENERAL COMPLIANCE WITH LAWS

Attorney shall be required to comply with all laws and ordinances applicable to the work.

## SECTION 8: OWNERSHIP OF DOCUMENTS

All briefs, memoranda and other incidental Attorney work or materials furnished herein under shall be and remain the property of the FCDA including all publication rights and copyright interests, and may be used by the FCDA without any additional cost to the FCDA. Attorney shall be required to execute a separate Confidentiality Agreement prior to Agreement being valid; said Confidentiality Agreement will be possessed by the FCDA's Legal Counsel.

## SECTION 9: CHANGES

The FCDA may at any time, in writing, may make any changes in the services to be performed hereunder. If such changes cause an increase or decrease in the costs of doing the work as defined by the aforementioned scope of services of this Agreement or in the time required for this performance to complete, an equitable adjustment shall through a written Agreement.

## SECTION 10: TERMINATION

This contract is terminable by the FCDA at any time by written notice to Attorney, either for convenience or default. By written notice, Attorney may terminate this Agreement and withdraw from representation with the written consent of the FCDA and/or on grounds as provided for by the Georgia Rules of Professional Conduct and/or any other applicable provision of law.

Upon termination, all briefs, reports, summaries, completed work and work in progress, and such other information and materials as may have been accumulated by the Attorney in performing this Agreement shall, in the manner and the extent determined by the FCDA, become the property of and be delivered to the FCDA. If the contract is terminated, Attorney shall be paid the reasonable value for services performed up until the time of termination.

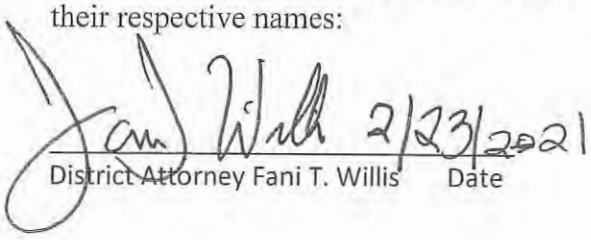
## SECTION 11: SEVERABLE PROVISIONS

If any provision of this Agreement shall be deemed by a court of competent jurisdiction to be invalid, then such provision shall be deemed stricken for the Agreement and the Agreement shall be enforced according to its valid and subsisting terms and provisions.

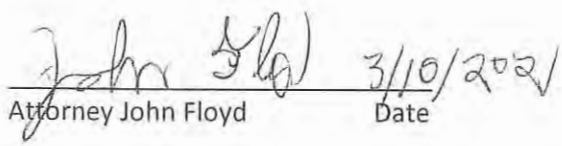
## SECTION 12: GOVERNING LAW

The validity of the Agreement and its terms and provisions as well as the rights and duties of the parties of this Agreement shall be governed by the law of the State of Georgia.

IN WITNESS WHEREOF, The parties have executed this Agreement on the dates indicated by their respective names:



District Attorney Fani T. Willis Date



Attorney John Floyd Date

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**WHEREAS**, the services to be rendered are of a special and temporary nature which has been determined to be in the best interest of the public to be performed under contract by professional personnel;

**WHEREAS**, the Attorney has agreed to accept the position as RICO EXPERT; and

**WHEREAS**, FCDA and Attorney, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**SECTION 1: SCOPE OF SERVICES**

Attorney agrees to provide legal services in connection with the appointment of RICO EXPERT for the purposes of advising, researching and participating in matters involving the RICO statue.

Attorney agrees to provide best efforts to the performance of duties and responsibilities as outlined below in accordance with applicable laws, rules, regulations and policies.

Any expansion of this scope will be set forth in a separate letter of engagement or agreement.

**SECTION 2: CONTRACT TERM**

The term of this contract shall commence April 1, 2022 thru October 31, 2022. The FCDA may terminate this contract at any time, either for convenience or default; in this event, FCDA shall provide thirty (30) days written notice.

Attorney may terminate this contract and withdraw from representation upon grounds as provided for by the Georgia Rules of Professional Conduct and/or any other applicable provision of law; in this event, Attorney must provide thirty (30) days written notice served upon the District Attorney.

**SECTION 3: ATTORNEY'S COMPENSATION FOR SERVICES**

3.1 Attorney shall be compensated at a rate of $200 per hour for services provided.

3.2. Attorney is not permitted to work more than twenty (20) hours in one calendar week; Attorney's hours for one calendar month (e.g. January 2022) shall not exceed eighty (80) hours.

3.3. Attorney shall not work more than eighty (80) hours per month. If Attorney, in one monthly billing cycle, needs to work more than eighty (80) hours, Attorney must seek written approval from District Attorney Fani T. Willis.

When Attorney reaches eighty (80) hours in one month, Attorney must stop working until written approval from District Attorney Willis is received by Attorney.

3.4. Attorney shall submit invoice to FCDA's Purchasing Manager on the first Friday of the subsequent calendar month work was completed (if work is completed in April, invoice should be submitted on, or before, the first Friday in May). Bills not submitted within sixty (60) days of receiving confirmation will not be paid by FCDA – these invoices are considered untimely.

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4.2 Attorney contracts herein with the FCDA as an independent contractor, and is NOT an employee of the District Attorney's Office for the purposes of performing the services hereunder;

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4.4 Attorney cannot represent any party to the controversy that is the subject of the cases in which they offer professional services.

## SECTION 5: SCOPE OF AGREEMENT

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the retention of Attorney by FCDA and contains all the covenants and agreements between the parties with respect to such retention in any matter whatsoever.

Each party to this Agreement acknowledges that no representation, inducements, promises or agreement, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.

Any modification of the Agreement will be effective only if it is in writing and signed by the party to be charged. For the purpose of this paragraph and of the entire, agreement, the signature of the District Attorney is the only signature that will bind FCDA.

## SECTION 6: ASSIGNMENT OF AGREEMENT

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## SECTION 7: GENERAL COMPLIANCE WITH LAWS

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## SECTION 8: OWNERSHIP OF DOCUMENTS

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## SECTION 12: GOVERNING LAW

The validity of the Agreement and its terms and provisions as well as the rights and duties of the parties of this Agreement shall be governed by the law of the State of Georgia.

IN WITNESS WHEREOF, The parties have executed this Agreement on the dates indicated by their respective names:

4/1/2022

District Attorney Fani T. Willis Date

4/1/22

Attorney John Floyd Date