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NOV. 21st, 2005

Attn: Ms. Melinda Vaughn, California Attorney General's Office
From: Jim March and Bev Harris, lead plaintiffs, Alameda Superior Court Case
RG03 128466

Ms. Vaughn,

As you are no doubt aware, the settlement agreement forced Diebold Election Systems Inc. ("DESI") to honor certain security protocols.

Among these were agreements not to cross-connect a Diebold central tabulator system "physically or otherwise" to the Internet, and a requirement that they strip the Windows operating system of any Internet connectivity programs/drivers/etc. from use unless doing so would cripple system functionality.

Attached find the declaration of Jim March attesting to personally witnessed evidence that both of these provisions have been violated and in one instance the evidence for same is attached to the declaration.

In San Diego, Internet connectivity was enabled both physically and by software so as to auto-update the county's web-server with election results. We are told this happened through a "firewall" by Nokia and configured by SAIC with Diebold's cooperation.

While a properly configured firewall helps prevent outside interference, they can be beaten in one of two fashions: either by outside "hacking inward" (brute force or via a back door engineered in) or even more easily by inserting a "call-out program" within the central tabulator that "phones home" and establishes a two-way connection from behind the firewall. Due to these possibilities, Internet connectivity was banned both in the court-approved settlement and in Diebold's certified procedures manual for the system:

http://www.ss.ca.gov/elections/procedures_items_5c.pdf - see item "7.4.7".

Next: in performing a software and hardware inventory in San Joaquin California, we obtained printouts of installed drivers and connectivity programs. Our analysis is that NO extraneous networking bits have been removed and that this appears to be a bone-stock Windows 2000 installation. You should have someone in your IT department familiar with advanced Windows configurations confirm this finding. If true, this would be another violation of the settlement, which we trust your office will treat with appropriate gravity.

Thank you,
Jim March