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Subject to the Nondisclosure Provisions of H. Res. 895 of the 110th Congress as Amended

OFFICE OF CONGRESSIONAL ETHICS
UNITED STATES HOUSE OF REPRESENTATIVES

REPORT

Review No. 13-1274

The Board of the Office of Congressional Ethics (“the Board”), by a vote of no less than four members, on May 31, 2013, adopted the following report and ordered it to be transmitted to the Committee on Ethics of the United States House of Representatives.

SUBJECT: Representative Michele Bachmann

NATURE OF THE ALLEGED VIOLATIONS: In July 2010, Representative Michele Bachmann established a leadership PAC and hired political consultant Guy Short to manage the PAC. In June 2011, Representative Bachmann launched a presidential campaign and retained Mr. Short, through his consulting firm, to work on that campaign. During the course of the presidential campaign, Mr. Short was compensated by both Representative Bachmann’s leadership PAC and her presidential campaign. Funds from the leadership PAC may have been used to subsidize her presidential campaign.

After Representative Bachmann launched her presidential campaign, Iowa State Senator Kent Sorenson was named as her campaign’s Iowa State Chairman. Mr. Short and other consultants to Representative Bachmann’s presidential campaign may have arranged to compensate Senator Sorenson for his service to her campaign by directing payments to Senator Sorenson through Mr. Short’s consulting firm.

During Representative Bachmann’s presidential campaign, she engaged in a series of promotional activities for her book *Core of Conviction*, including a multi-stop book tour organized and paid for by the book’s publisher. Representative Bachmann may have used funds from her presidential campaign to promote her book, and may have used book promotional activities paid for by the publisher to promote her presidential campaign.

If Representative Michele Bachmann authorized, permitted, or failed to prevent, by not taking reasonable steps to ensure that her leadership PAC operated in compliance with federal campaign finance laws, the use of funds from her leadership PAC to compensate a campaign consultant for work he performed for her presidential campaign, then she may have violated federal campaign finance laws and House rules.

If Representative Bachmann failed to disclose accurately payments to an Iowa State Senator for his services on behalf of her presidential campaign, instead only disclosing payments to a campaign consultant who then conveyed the payments to the State Senator, then she may have violated federal campaign finance laws and House rules.

If Representative Bachmann used campaign resources to promote the sale of her book *Core of Conviction*, then she may have violated federal campaign finance laws and House rules.

If Representative Bachmann accepted an improper in-kind contribution to her presidential campaign from the publisher of her book by using promotional book activities paid for by the

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publisher to promote her presidential campaign, then she may have violated federal campaign finance laws and House rules.

RECOMMENDATIONS: The Board recommends that the Committee on Ethics further review the allegation that Representative Bachmann may have violated federal campaign finance laws and House rules by using funds from her leadership PAC to support her presidential campaign, as there is substantial reason to believe that Representative Bachmann authorized, permitted, or failed to prevent, by not taking reasonable steps to ensure that her leadership PAC operated in compliance with federal campaign finance laws, the use of leadership PAC funds to compensate a campaign consultant for work he performed for her presidential campaign, resulting in a contribution from the leadership PAC to the presidential campaign in excess of the legal limit.

The Board recommends that the Committee on Ethics dismiss the allegation that Representative Bachmann may have violated federal campaign finance laws and House rules by failing to disclose accurately payments to an Iowa State Senator for service as the Iowa state chairman of her presidential campaign, instead only disclosing payments to a campaign consultant who then conveyed the payments to the State Senator, as there is not substantial reason to believe that Representative Bachmann knew that the Federal Election Commission (“FEC”) disclosure reports filed by her presidential campaign were false. Because the evidence before the Board suggests that the FEC disclosure reports filed by the presidential campaign may not have accurately identified the Iowa State Senator as the true recipient of payments made by the presidential campaign, the Board voted to refer the information obtained during the course of its review of this allegation to the FEC.

The Board recommends that the Committee on Ethics further review the allegation that Representative Bachmann may have violated federal campaign finance laws and House rules by using campaign resources to promote the sale of her book *Core of Conviction*, as there is substantial reason to believe that Representative Bachmann used resources from her presidential campaign to promote her book.

The Board recommends that the Committee on Ethics further review the allegation that Representative Bachmann may have violated federal campaign finance laws and House rules by accepting an improper in-kind contribution to her presidential campaign from the publisher of her book, as there is substantial reason to believe that she used promotional book activities paid for by the publisher to promote her presidential campaign.

VOTES IN THE AFFIRMATIVE: 6

VOTES IN THE NEGATIVE: 0

ABSTENTIONS: 0

MEMBER OF THE BOARD OR STAFF DESIGNATED TO PRESENT THIS REPORT TO THE COMMITTEE ON ETHICS: Omar S. Ashmawy, Staff Director & Chief Counsel.

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OFFICE OF CONGRESSIONAL ETHICS
UNITED STATES HOUSE OF REPRESENTATIVES

FINDINGS OF FACT AND CITATIONS TO LAW

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On May 31, 2013, the Board of the Office of Congressional Ethics (hereafter “the Board”) adopted the following findings of fact and accompanying citations to laws, regulations, rules, and standards of conduct (*in italics*).

The Board notes that these findings do not constitute a determination of whether or not a violation actually occurred.

I. INTRODUCTION

1. In July 2010, Representative Michele Bachmann established a leadership PAC and hired political consultant Guy Short to manage the PAC. After Representative Bachmann launched her campaign for president in June 2011, her presidential campaign hired Mr. Short to provide fundraising and political advice.
2. During the course of the presidential campaign, Mr. Short was compensated by both Representative Bachmann’s leadership PAC and her presidential campaign. Funds from the leadership PAC may have been used to subsidize her presidential campaign.
3. After Representative Bachmann launched her presidential campaign, Iowa State Senator Kent Sorenson was named as her campaign’s Iowa State Chairman. Mr. Short and other consultants to Representative Bachmann’s presidential campaign may have arranged to compensate Senator Sorenson for his service to her campaign by directing payments to Senator Sorenson through Mr. Short’s consulting firm, thereby avoiding the need to disclose the payments to Senator Sorenson on Federal Election Commission (“FEC”) reports.
4. During Representative Bachmann’s presidential campaign, she engaged in a series of promotional activities for her book *Core of Conviction*, including a multi-stop book tour organized and paid for by the book’s publisher.
5. Representative Bachmann may have used resources from her presidential campaign to promote her book, and may have used promotional book activities paid for by the publisher to promote her presidential campaign.

A. Summary of Allegations

6. Representative Michele Bachmann may have violated federal campaign finance laws and House rules by authorizing, permitting, or failing to prevent, by not taking reasonable steps to ensure that her leadership PAC operated in compliance with federal campaign finance laws, the use of funds from her leadership PAC to compensate a

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campaign consultant for work he performed for her presidential campaign, resulting in a contribution from the leadership PAC to the presidential campaign in excess of the legal limit.

7. Representative Bachmann may have violated federal campaign finance laws and House rules by failing to disclose accurately payments to an Iowa State Senator for his services on behalf of her presidential campaign, when presidential campaign funds were paid to the State Senator through a campaign consultant.
8. Representative Bachmann may have violated federal campaign finance laws and House rules by using campaign resources to promote the sale of her book, *Core of Conviction*.
9. Representative Bachmann may have violated federal campaign finance laws and House rules by accepting an improper in-kind contribution to her presidential campaign from the publisher of her book, when she used promotional book activities paid for by the book publisher to promote her presidential campaign.
10. The Board recommends that the Committee on Ethics further review the allegation that Representative Bachmann may have violated federal campaign finance laws and House rules by using funds from her leadership PAC to support her presidential campaign, as there is substantial reason to believe that Representative Bachmann authorized, permitted, or failed to prevent, by not taking reasonable steps to ensure that her leadership PAC operated in compliance with federal campaign finance laws, the use of leadership PAC funds to compensate a campaign consultant for work he performed for her presidential campaign, resulting in a contribution from the leadership PAC to the presidential campaign in excess of the legal limit.
11. The Board recommends that the Committee on Ethics dismiss the allegation that Representative Bachmann may have violated federal campaign finance laws and House rules by failing to disclose accurately payments to an Iowa State Senator for service as the Iowa state chairman of her presidential campaign, instead only disclosing payments to a campaign consultant who then conveyed the payments to the State Senator, as there is not substantial reason to believe that Representative Bachmann knew that the Federal Election Commission (“FEC”) disclosure reports filed by her presidential campaign were false. Because the evidence before the Board suggests that the FEC disclosure reports filed by the presidential campaign may not have accurately identified the Iowa State Senator as the true recipient of payments made by the presidential campaign, the Board voted to refer the information obtained during the course of its review of this allegation to the FEC.
12. The Board recommends that the Committee on Ethics further review the allegation that Representative Bachmann may have violated federal campaign finance laws and House rules by using campaign resources to promote the sale of her book, as there is substantial reason to believe that Representative Bachmann used resources from her presidential campaign to promote her book.
13. The Board recommends that the Committee on Ethics further review the allegation that Representative Bachmann may have violated federal campaign finance laws and House

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rules by accepting an improper in-kind contribution to her presidential campaign from the publisher of her book, as there is substantial reason to believe that Representative Bachmann used promotional activities paid for by the book publisher to promote her presidential campaign.

B. Jurisdictional Statement

14. The allegations that were the subject of this review concern Representative Michele Bachmann, a Member of the United States House of Representatives from the 6th District of Minnesota. The Resolution the United States House of Representatives adopted creating the Office of Congressional Ethics (hereafter “OCE”) directs that, “[n]o review shall be undertaken... by the board of any alleged violation that occurred before the date of adoption of this resolution.”¹ The House adopted this Resolution on March 11, 2008. Because the conduct under review occurred after March 11, 2008, review by the Board is in accordance with the Resolution.

C. Procedural History

15. The OCE received a written request for a preliminary review in this matter signed by at least two members of the Board on January 25, 2013. The preliminary review commenced on January 26, 2013.² The preliminary review was scheduled to end on February 24, 2013.
16. At least three members of the Board voted to initiate a second-phase review in this matter on February 22, 2013. The second-phase review commenced on February 25, 2013.³ The second-phase review was scheduled to end on April 10, 2013.
17. The Board voted to extend the second-phase review by an additional period of fourteen days on March 22, 2013. The additional period ended on April 24, 2013.
18. The Board voted to refer the matter to the Committee on Ethics for further review and dismissal and adopted these findings on May 31, 2013.
19. The Board voted to refer the information obtained during the course of its review relating to payments from the Bachmann for President Committee to Senator Kent Sorenson to the Federal Election Commission on May 31, 2013.
20. The report and its findings in this matter were transmitted to the Committee on Ethics on June 13, 2013.

¹ H. Res 895, 110th Cong. §1(e) (2008) (as amended).

² A preliminary review is “requested” in writing by members of the Board of the OCE. The request for a preliminary review is “received” by the OCE on a date certain. According to the Resolution, the timeframe for conducting a preliminary review is thirty days from the date of receipt of the Board’s request.

³ According to the Resolution, the Board must vote on whether to conduct a second-phase review in a matter before the expiration of the thirty-day preliminary review. If the Board votes for a second-phase, the second-phase begins when the preliminary review ends. The second-phase review does not begin on the date of the Board vote.

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D. Summary of Investigative Activity

21. The OCE requested testimonial and, in some cases, documentary information from the following sources:
 - (1) Representative Bachmann;
 - (2) Bachmann for President (“BFP”) Committee;
 - (3) Bachmann for Congress (“BFC”) Committee;
 - (4) Many Individual Conservatives Helping Elect Leaders Everywhere PAC (“MICHELE PAC”);
 - (5) Guy Short, Director of MICHELE PAC, BFC Consultant, and former BFP National Political Director;
 - (6) Kent Sorenson, Iowa State Senator and former BFP Iowa State Chairman;
 - (7) Keith Nahigian, former BFP National Campaign Manager;
 - (8) Brett O’Donnell, former BFP Senior Policy Advisor;
 - (9) James Pollack, former BFP National Finance Chairman;
 - (10) David Polyansky, former BFP Deputy Campaign Manager;
 - (11) Former BFP Senior Advisor for Coalitions;
 - (12) Former BFP Iowa Campaign Manager;
 - (13) Former BFP Iowa Deputy Campaign Manager;
 - (14) Former BFP Evangelical Organizer;
 - (15) Former BFP Home School Coalition Director;
 - (16) Former Chief of Staff to Representative Bachmann; and
 - (17) Director of Publicity, Sentinel Publishing.
22. Kent Sorenson did not respond to a Request for Information sent by the OCE, nor did he or his attorney respond to numerous attempts to contact them. Mr. Sorenson was determined to be a non-cooperating witness.
23. Guy Short did not provide any documents to the OCE in response to two Requests for Information, and declined to be interviewed by the OCE. Mr. Short was determined to be a non-cooperating witness.
24. The following individuals or entities did not provide a Request for Information Certification, as required under OCE Rule 4(A)(2), when responding to Requests for Information, and were therefore determined to be non-cooperating witnesses:

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- (1) Representative Bachmann;
- (2) Bachmann for President;
- (3) Bachmann for Congress;
- (4) MICHELE PAC;
- (5) Keith Nahigian, former BFP National Campaign Manager;
- (6) Brett O'Donnell, former BFP Senior Policy Advisor;
- (7) James Pollack, former BFP National Finance Chairman; and
- (8) David Polyansky, former BFP Deputy Campaign Manager.

II. REPRESENTATIVE BACHMANN MAY HAVE VIOLATED FEDERAL CAMPAIGN FINANCE LAWS AND HOUSE RULES BY AUTHORIZING, PERMITTING, OR FAILING TO PREVENT THE USE OF LEADERSHIP PAC FUNDS TO SUPPORT HER PRESIDENTIAL CAMPAIGN.

A. Laws, Regulations, Rules, and Standards of Conduct

25. Federal Election Campaign Act

“No multicandidate political committee shall make contributions to any candidate and his authorized political committee with respect to any election for Federal office which, in the aggregate, exceed \$5,000.” 2 U.S.C. § 441a(a)(2).

“The limitations on contributions to a candidate . . . shall apply separately with respect to each election, except that in all elections held in any calendar year for the office of President of the United States (except a general election for such office) shall be considered to be one election.” 2 U.S.C. § 441a(a)(6).

26. House Rules

House Rule 23, clause 1 states that “[a] Member . . . of the House shall conduct himself at all times in a manner that shall reflect creditably on the House.”

27. House Ethics Manual

The House Ethics Manual states that “[w]hile FECA and other statutes on campaign activity are not rules of the House, Members and employees must also bear in mind that the House Rules require that they conduct themselves ‘at all times in a manner that shall reflect creditably on the House’ (House Rule 23, clause 1). In addition, the Code of Ethics of Government Service, which applies to House Members and staff, provides in ¶ 2 that government officials should ‘[u]phold the Constitution, laws and legal regulations of the United States and of all governments therein and never be a party to

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their evasion.’ Accordingly, in violating FECA or another provision of statutory law, a Member or employee may also violate these provisions of the House rules and standards of conduct....

“Moreover, under these rules, a Member or employee must take reasonable steps to ensure that any outside organization over which he or she exercises control – including the individual’s own authorized campaign committee or, for example, a ‘leadership PAC’ – operates in compliance with applicable law.”⁴

B. Representative Bachmann Retained or Employed Guy Short in Various Capacities in Her Congressional Office and Political Committees

28. Representative Bachmann has employed or retained Guy Short in various capacities in her congressional office, congressional campaign, leadership PAC, and presidential campaign since June 2010.⁵
29. Representative Bachmann could not recall when she first met Mr. Short, but she recalled that he had served as the chief of staff for another Member of Congress before working for her.⁶ She said that Mr. Short had good references and a good reputation among other Members.⁷
30. Mr. Short was employed by Representative Bachmann’s congressional office for approximately one month in June 2010.⁸ He was hired by Representative Bachmann to conduct a review of the office’s operations.⁹ He was paid \$5,000 for this service.¹⁰
31. Mr. Short established C&M Strategies, Inc., a fundraising and political consulting firm, on or around June 3, 2010.¹¹
32. After Mr. Short completed his review of her congressional office in June 2010, Representative Bachmann hired Mr. Short, through his firm C&M Strategies, to work for her congressional campaign committee, Bachmann for Congress (“BFC”).¹² She did not recall whether there was a formal agreement between Mr. Short and BFC.¹³
33. As a consultant to BFC, Mr. Short provided fundraising and general political advice.¹⁴ Representative Bachmann recalled that Mr. Short told her that his retainer fee would be \$7,500 per month; she believes that is what BFC paid him.¹⁵

⁴ House Ethics Manual (2008) at 122.

⁵ Memorandum of Interview of Rep. Michele Bachmann, Apr. 24, 2013 (hereafter “Rep. Bachmann MOI”) (Exhibit 1 at 13-1274_0002-0004).

⁶ *Id.* at 13-1274_0003.

⁷ *Id.*

⁸ H.R. Doc. No. 111-135 at 286 (2010).

⁹ Rep. Bachmann MOI (Exhibit 1 at 13-1274_0003).

¹⁰ H.R. Doc. No. 111-135 at 286 (2010).

¹¹ C&M Strategies Articles of Incorporation, filed June 3, 2010 (Exhibit 2 at 13-1274_0011)

¹² Rep. Bachmann MOI (Exhibit 1 at 13-1274_0003).

¹³ *Id.* at 13-1274_0004.

¹⁴ *Id.* at 13-1274_0003.

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34. BFC's FEC disclosure reports indicate that C&M Strategies was first paid by BFC on July 20, 2010.¹⁶
35. Representative Bachmann did not remember when her leadership PAC, MICHELE PAC, was created, only that it was created after she was first elected to Congress.¹⁷ FEC filings indicate that MICHELE PAC was established on July 28, 2010.¹⁸
36. When asked why she created a leadership PAC, Representative Bachmann said that Mr. Short told her it would be something good for her to do and that it would be helpful in getting like-minded individuals elected.¹⁹
37. According to Representative Bachmann, Mr. Short was responsible for the creation of the PAC and has been in charge of its operations since its establishment.²⁰ She did not recall whether there was a formal agreement between MICHELE PAC and Mr. Short.²¹ She said that she only remembered "Guy saying he'd set everything up and take care of it. So I said go for it."²² She told the OCE that she has "trusted him to run it."²³
38. With respect to the activities of MICHELE PAC, Representative Bachmann's only involvement is approving the text of fundraising solicitation letters for the PAC and approving candidate contributions made by the PAC.²⁴
39. According to Representative Bachmann, Mr. Short is responsible for the hiring and firing of PAC employees or consultants.²⁵ When asked who approves disbursements other than candidate contributions made by the PAC, Representative Bachmann said, "I assume Guy."²⁶
40. When asked who supervises Mr. Short's work for MICHELE PAC, Representative Bachmann said that Mr. Short supervises his own work.²⁷
41. Representative Bachmann said that no one negotiated with Mr. Short regarding his compensation from MICHELE PAC, and that any decisions regarding Mr. Short's compensation from the PAC would have been left to him.²⁸ She told the OCE that she

¹⁵ *Id.* at 13-1274_0004.

¹⁶ Bachmann for Congress, Amended Pre-Primary 2010 FEC Report of Receipts and Disbursements, filed May 18, 2011 (Exhibit 3 at 13-1274_0019-0023).

¹⁷ Rep. Bachmann MOI (Exhibit 1 at 13-1274_0002).

¹⁸ MICHELE PAC, FEC Statement of Organization, filed July 28, 2010 (Exhibit 4 at 13-1274_0025).

¹⁹ Rep. Bachmann MOI (Exhibit 1 at 13-1274_0002).

²⁰ *Id.*

²¹ *Id.* at 13-1274_0003.

²² *Id.*

²³ *Id.*

²⁴ *Id.* at 13-1274_0002.

²⁵ *Id.*

²⁶ *Id.*

²⁷ *Id.* at 13-1274_0003.

²⁸ *Id.*

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“assumes” that Mr. Short is currently making \$5,000 per month for his work on the PAC, but she was not sure of that amount.²⁹

42. Representative Bachmann’s Former Chief of Staff told the OCE that Mr. Short was responsible for approving the payment of invoices submitted to MICHELE PAC, including invoices submitted by Mr. Short’s own firm.³⁰
43. Representative Bachmann said that prior to launching her presidential campaign, she had infrequent contact with Mr. Short unless there was an on-going campaign.³¹ When there was an on-going campaign, she would have more frequent conversations with him, primarily by telephone.³²

C. In or Around June 2011, Representative Bachmann May Have Authorized, Permitted, or Failed to Prevent the Use of MICHELE PAC Funds to Compensate a Consultant for Work on Her Presidential Campaign

44. Representative Bachmann’s Former Chief of Staff began working on a potential presidential campaign by Representative Bachmann in early 2011.³³ He was retained part-time by MICHELE PAC from approximately April to June 2011, as he worked to lay the groundwork for a potential presidential campaign.³⁴
45. In June 2011, the Former Chief of Staff left Representative Bachmann’s congressional office and moved to Iowa to work full-time for her presidential campaign.³⁵ At that time, control of the presidential campaign shifted to Ed Rollins, who had been hired as the National Campaign Manager.³⁶
46. On June 13, 2011, Representative Bachmann filed a Statement of Organization with the FEC launching her presidential campaign, Bachmann for President.³⁷
47. Also in June 2011, BFP entered into a Fundraising Consulting Contract with Mr. Short’s firm, C&M Strategies, for the provision of political and fundraising management services, for the period from June 13 to December 31, 2011.³⁸ Pursuant to the contract, C&M Strategies was to be paid a retainer of \$22,500 per month.³⁹

²⁹ *Id.*

³⁰ Memorandum of Interview of Rep. Bachmann’s Former Chief of Staff, Mar. 28, 2013 (hereafter “Former Chief of Staff MOI”) (Exhibit 5 at 13-1274_0032).

³¹ Rep. Bachmann MOI (Exhibit 1 at 13-1274_0004).

³² *Id.*

³³ Former Chief of Staff MOI (Exhibit 5 at 13-1274_0030).

³⁴ *Id.*

³⁵ *Id.* at 13-1274_0031.

³⁶ *Id.*

³⁷ Bachmann for President, FEC Statement of Organization, filed June 13, 2011 (Exhibit 6 at 13-1274_0037).

³⁸ Fundraising Consulting Agreement between Bachmann for President and C&M Strategies, June 13, 2011 (hereafter “Fundraising Consulting Agreement”) (Exhibit 7 at 13-1274_0042-0051).

³⁹ *Id.* at 13-1274_0043.

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48. Representative Bachmann said that she did not know if Mr. Short continued to work for BFC after his firm was retained by BFP.⁴⁰ She said that she believed he continued to work for MICHELE PAC.⁴¹
49. The consulting contract included a provision pursuant to which the consultant, C&M Strategies, represented to BFP that “it is knowledgeable of the compliance and legal obligations of the BFP . . . and agrees to comply with the provisions of the [Federal Election Campaign Act and FEC regulations] in all aspects applicable to the performance of the Fundraising Services under this Contract”⁴²
50. David Polyansky, the BFP Deputy Campaign Manager at the time, was responsible for negotiating the consulting contract with C&M Strategies.⁴³
51. Mr. Polyansky told the OCE that there had been an “ongoing dialogue” with Mr. Short over the amount of his compensation from BFP.⁴⁴ Mr. Polyansky insisted that Mr. Short’s compensation not exceed \$12,000 to \$15,000 per month, but Mr. Short proposed a monthly retainer fee greater than this.⁴⁵
52. According to Representative Bachmann’s Former Chief of Staff, when Mr. Short was negotiating his consulting agreement with BFP, he wanted to be paid \$20,000 per month, but senior BFP officials would not agree to pay Mr. Short that amount.⁴⁶
53. The Former Chief of Staff told the OCE that he believes Mr. Short went to Representative Bachmann to discuss his compensation from BFP when he could not reach an agreement with senior BFP officials.⁴⁷
54. The Former Chief of Staff believes that Mr. Short and Representative Bachmann agreed to an arrangement whereby Mr. Short would be paid a total of \$20,000 per month for his work on the presidential campaign, with \$15,000 per month paid from BFP and \$5,000 per month paid from MICHELE PAC.⁴⁸
55. The Former Chief of Staff believes Representative Bachmann approved this compensation arrangement because Representative Bachmann was the only person who could have approved such an arrangement, as neither he nor Mr. Polyansky approved

⁴⁰ Rep. Bachmann MOI (Exhibit 1 at 13-1274_0004).

⁴¹ *Id.*

⁴² Fundraising Consulting Agreement (Exhibit 7 at 13-1274_0042).

⁴³ Memorandum of Interview of David Polyansky, BFP Deputy Campaign Manager, Mar. 20, 2013 (hereafter “BFP Deputy Campaign Manager MOI”) (Exhibit 8 at 13-1274_0054-0055).

⁴⁴ Declaration of David Polyansky, BFP Deputy Campaign Manager, Apr. 22, 2013 (hereafter “BFP Deputy Campaign Manager Declaration”) (Exhibit 9 at 13-1274_0058).

⁴⁵ *Id.*

⁴⁶ Former Chief of Staff MOI (Exhibit 5 at 13-1274_0033).

⁴⁷ *Id.*

⁴⁸ *Id.*

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- it.⁴⁹ The Former Chief of Staff did not discuss this arrangement with either Mr. Short or Representative Bachmann.⁵⁰
56. Representative Bachmann told the OCE that she never had any conversations with Mr. Short about his compensation from BFP, nor has she discussed Mr. Short's compensation from BFP with anyone else.⁵¹
57. Representative Bachmann further stated that she never had any conversation with Mr. Short about his compensation from MICHELE PAC.⁵² Rather, she "just trusted him."⁵³
58. Asked if Mr. Short's compensation arrangements with MICHELE PAC changed when he was retained by BFP, Representative Bachmann said that she did not know and that she did not make such decisions.⁵⁴ When asked who would have made that decision, she said that she assumed it would be Mr. Short.⁵⁵
59. According to the Mr. Polyansky, Mr. Short ultimately agreed to accept compensation of \$15,000 per month from the presidential campaign.⁵⁶
60. The difference between the \$22,500 per month retainer payment provided for in the contract between BFP and C&M Strategies and the \$15,000 per month compensation agreed to by Mr. Short (in the amount of \$7,500) was intended to be paid to BFP Iowa State Chairman Kent Sorenson, as discussed below in Section III.⁵⁷
61. Mr. Polyansky said that Mr. Short subsequently told him that he was receiving or continuing to receive compensation from MICHELE PAC, which Mr. Polyansky estimated to be \$5,000 per month, for work that Mr. Short told him he would perform or continue to perform for the PAC.⁵⁸
62. Based on the invoices submitted to MICHELE PAC, it appears that C&M Strategies had been paid a retainer of \$4,500 per month until the firm was retained by BFP, when the retainer amount increased to \$5,000 per month.⁵⁹
63. Mr. Polyansky stated that he recalled a conversation or conversations with BFP legal counsel in which counsel stated that Mr. Short could work for both MICHELE PAC and the BFP campaign.⁶⁰

⁴⁹ *Id.* See also BFP Deputy Campaign Manager Declaration (Exhibit 9 at 13-1274_0058) ("I seem to recall having told Mr. Short that any payment he received from the PAC was between him and the PAC....").

⁵⁰ Former Chief of Staff MOI (Exhibit 5 at 13-1274_0033).

⁵¹ Rep. Bachmann MOI (Exhibit 1 at 13-1274_0004).

⁵² *Id.* at 13-1274_0005.

⁵³ *Id.*

⁵⁴ *Id.*

⁵⁵ *Id.*

⁵⁶ BFP Deputy Campaign Manager Declaration (Exhibit 9 at 13-1274_0058).

⁵⁷ *Id.* at 13-1274_0059.

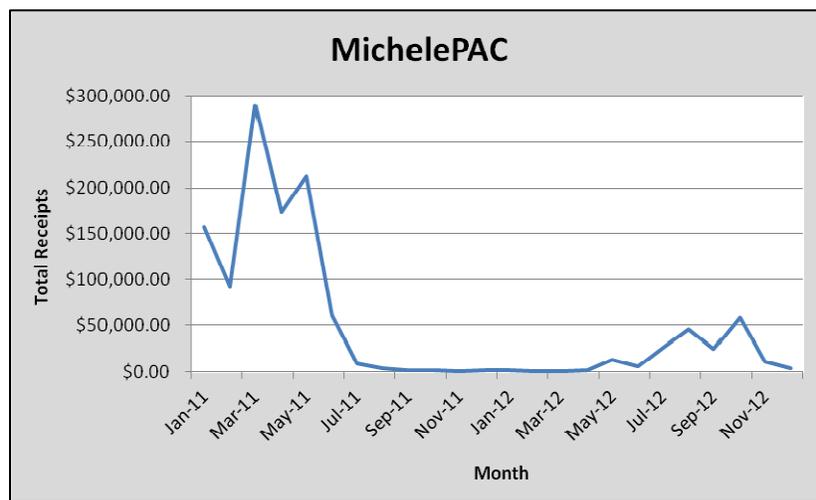
⁵⁸ *Id.* at 13-1274_0058.

⁵⁹ See C&M Strategies Invoices to MICHELE PAC, January-December 2011 (Exhibit 10 at 13-1274_0062-0082).

⁶⁰ BFP Deputy Campaign Manager Declaration (Exhibit 9 at 13-1274_0059).

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64. Mr. Polyansky monitored disbursements made by the presidential campaign during the course of his employment with BFP; however, he told the OCE that he had limited oversight of disbursements related to Mr. Short because of Mr. Short's close relationship with Representative Bachmann.⁶¹
65. The OCE was unable to determine what services Mr. Short may have provided to MICHELE PAC during the period from June to December 2011 to justify his \$5,000 monthly retainer payment, as Mr. Short declined to provide any documents in response to two Requests for Information and declined to be interviewed by the OCE.
66. As illustrated below, a review of contributions received by MICHELE PAC indicates little activity during the period from July 2011 to January 2012.⁶²



67. After the consulting agreement between BFP and C&M Strategies became effective on June 13, 2011, C&M Strategies began regularly invoicing BFP for “Political and Fundraising Consulting.”⁶³
68. The initial C&M Strategies invoice to BFP was in the amount of \$11,250, for the period from June 15 to June 30, 2011.⁶⁴ Thereafter, C&M Strategies sent BFP invoices in the amount of \$22,500 for the months of July, August, September, and October 2011.⁶⁵ No invoices appear to have been submitted for November and December 2011.
69. Also around the time that the consulting agreement between BFP and C&M Strategies became effective on June 13, 2011, C&M Strategies began invoicing MICHELE PAC for “Management Consulting.”⁶⁶ C&M Strategies sent MICHELE PAC an invoice in

⁶¹ BFP Deputy Campaign Manager MOI (Exhibit 8 at 13-1274_0055).

⁶² MICHELE PAC, FEC Reports of Receipts and Disbursements, January 2011-December 2012 (Exhibit 11 at 13-1274_0084-0107).

⁶³ C&M Strategies Invoices to Bachmann for President, June-October 2011 (Exhibit 12 at 13-1274_0109-0113).

⁶⁴ *Id.* at 13-1274_0109.

⁶⁵ *Id.* at 13-1274_0110-0113. In the month of August 2011, C&M Strategies invoiced BFP for an additional \$3,330 for “Iowa Consulting (Additional approved by David).”

⁶⁶ C&M Strategies Invoices to MICHELE PAC, June 2011-January 2012 (Exhibit 10 at 13-1274_0074-0082).

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the amount of \$2,500 for the period from June 15 to June 30, 2011.⁶⁷ Thereafter, C&M Strategies sent MICHELE PAC invoices in the amount of \$5,000 for the months of July, August, September, October, November, and December 2011.⁶⁸

70. The amounts invoiced by C&M Strategies and paid by BFP and MICHELE PAC include the following:

<i>Date</i>	<i>Invoiced to BFP⁶⁹</i>	<i>Paid by BFP⁷⁰</i>	<i>Invoiced to MICHELE PAC⁷¹</i>	<i>Paid by MICHELE PAC⁷²</i>
June 2011	\$11,250	---	\$2,250/\$3,500/ \$2,500	\$5,750
July 2011	\$22,500	\$33,750 ⁷³	\$5,000	\$2,500
August 2011	\$22,500/\$3,330 ⁷⁴	---	\$5,000	\$5,000
September 2011	\$22,500	\$25,830	\$5,000	\$5,000
October 2011	\$22,500	\$22,500	\$5,000	\$5,000
November 2011	---	\$22,500	\$5,000	\$5,000/\$5,000
December 2011	---	---	\$20,000/\$5,000/ \$15,000	\$20,000
January 2012	---	---	---	\$20,000

⁶⁷ *Id.* at 13-1274_0076.

⁶⁸ *Id.* at 13-1274_0074, 0077-0079, 0081-0082. It appears that there may be clerical errors in some of the invoices; specifically, there are some discrepancies among the billing date, the billing cycle, and date that services were provided in several of the invoices.

⁶⁹ C&M Strategies Invoices to Bachmann for President, June-October 2011 (Exhibit 12 at 13-1274_0109-0113).

⁷⁰ Bachman for President, Amended October 2011 Quarterly FEC Report of Receipts and Disbursements, filed Oct. 1, 2012; Year-End 2012 FEC Report of Receipts and Disbursements, filed Jan. 31, 2012 (Exhibit 13 at 13-1274_0115-0116).

⁷¹ C&M Strategies Invoices to MICHELE PAC, June-December 2011 (Exhibit 10 at 13-1274_0074-0082).

⁷² MICHELE PAC, FEC Reports of Receipts and Disbursements, June 2011-January 2012 (Exhibit 14 at 13-1274_0118-0125).

⁷³ It appears that payments made by the Bachmann political committees often lagged a month behind the invoices for which they were intended. For months in which more than one invoice was submitted or more than one payment was made, the amounts are listed separately in the above chart.

⁷⁴ As noted above, the \$3,330 was for "Iowa Consulting (Additional approved by David)." See C&M Strategies Invoice to Bachmann for President, August 2011 (Exhibit 12 at 13-1274_0111).

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71. The amounts invoiced by C&M Strategies and paid by MICHELE PAC from January to June 2011 include the following:

<i>Date</i>	<i>Amount Invoiced to MICHELE PAC⁷⁵</i>	<i>Amount Paid by MICHELE PAC⁷⁶</i>
January 2011	\$4,500 ⁷⁷	---
February 2011	\$9,000 ⁷⁸	\$7,685
March 2011	\$1,627.40 ⁷⁹	---
April 2011	\$4,500/\$4,675	\$15,127
May 2011	---	\$24,000
June 2011	\$2,250/\$3,500/\$2,500	\$5,750

D. In December 2011, Representative Bachmann May Have Authorized, Permitted, or Failed to Prevent the Use of MICHELE PAC Funds to Compensate a Consultant for Work on Her Presidential Campaign at a Time When the Presidential Campaign Was Short on Funds

72. By October 2011, Representative Bachmann’s presidential campaign was running short of funds.⁸⁰ Keith Nahigian, who had taken over as the BFP National Campaign Manager in September 2011, told the OCE that, in September 2011, he had asked presidential campaign staff members and vendors if they could make any sacrifices in compensation, in order to trim the campaign’s budget.⁸¹
73. Mr. Short, who became BFP National Political Director in October 2011, told several colleagues that he was working as a volunteer during December 2011.⁸²

⁷⁵ C&M Strategies Invoices to MICHELE PAC, January-June 2011 (Exhibit 10 at 13-1274_0067-0076)

⁷⁶ MICHELE PAC, FEC Reports of Receipts and Disbursements, January-June 2011 (Exhibit 15 at 13-1274_0127-0137).

⁷⁷ In January and February 2011, C&M Strategies invoiced MICHELE PAC a total of \$26,095 for “CPAC Organization.” See C&M Strategies Invoices to MICHELE PAC, January-February 2011 (Exhibit 10 at 13-1274_0062-0065). These amounts are not included above.

⁷⁸ The billing cycle for this amount is identified as “Feb-March.” See C&M Strategies Invoice to MICHELE PAC, Feb-March 2011 (Exhibit 10 at 13-1274_0070).

⁷⁹ This amount was for “Iowa Trip Expenses.” See C&M Strategies Invoice to MICHELE PAC, March 2011 Expenses (Exhibit 10 at 13-1274_0068).

⁸⁰ See Memorandum of Interview of BFP Senior Advisor for Coalitions, Mar. 26, 2013 (hereafter “BFP Senior Advisor for Coalitions MOI”) (Exhibit 16 at 13-1274_0141). See also Russell Goldman, “Bachmann ‘Out of Money and Ideas’ in Iowa, Says Former Campaign Manager,” ABC NEWS, Oct. 31, 2011.

⁸¹ Memorandum of Interview of Keith Nahigian, BFP National Campaign Manager, Apr. 22, 2013 (hereafter “BFP National Campaign Manager MOI”) (Exhibit 17 at 13-1274_0146).

⁸² See, e.g., Rep. Bachmann MOI (Exhibit 1 at 13-1274_0005); BFP National Campaign Manager MOI (Exhibit 17 at 13-1274_0146); Former Chief of Staff MOI (Exhibit 5 at 13-1274_0034).

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74. While Mr. Short declined to be interviewed by the OCE, in March 2012, he made a statement to *Politico*: “Towards the end of the presidential campaign I volunteered some of my time for the campaign in Iowa – the campaign picked up my expenses – while I continued to maintain all of my other client relationships.”⁸³
75. It does not appear that C&M Strategies sent BFP invoices for November or December 2011. Invoices for those two months were not included in the invoices provided to the OCE by BFP.⁸⁴
76. BFP’s FEC reports do not include any payments to C&M Strategies for services provided in November or December 2011.⁸⁵ The last payment made by BFP to C&M Strategies in 2011 was on November 9, 2011, in the amount of \$22,500, which appears to be payment for the October 2011 invoice.⁸⁶
77. While Mr. Short publicly claimed to be volunteering for BFP, and while C&M Strategies did not invoice BFP for work performed in either November or December 2011, C&M Strategies sent MICHELE PAC three invoices in December 2011:
 - a. An invoice dated December 5, 2011, in the amount of \$20,000, for a “Fundraising Project”;
 - b. An invoice dated December 31, 2011, in the amount of \$5,000, for “Management Consulting”; and
 - c. An invoice dated December 31, 2011, in the amount of \$15,000, for “Fundraising and Research project.”⁸⁷
78. MICHELE PAC reported a \$20,000 disbursement to C&M Strategies for “Fundraising Consulting” on December 6, 2011.⁸⁸ MICHELE PAC reported a second \$20,000 disbursement to C&M Strategies for “Fundraising Consulting” on January 3, 2012.⁸⁹
79. As noted above, Mr. Short declined to provide any documents in response to two Requests for Information, and he declined to be interviewed by OCE staff. The OCE was therefore unable to obtain information from Mr. Short regarding any fundraising or research project undertaken in December 2011.⁹⁰

⁸³ Maggie Haberman, “Bachmann consultant paid by Michele PAC in December, not the campaign,” *POLITICO*, Mar. 9, 2012.

⁸⁴ *See supra*, ¶ 70.

⁸⁵ Bachmann for President, Year-End 2011 FEC Report of Receipts and Disbursements, filed Jan. 31, 2012 (Exhibit 13 at 13-1274_0115-0116).

⁸⁶ *Id.* at 13-1274_0116.

⁸⁷ *See* C&M Strategies Invoices to MICHELE PAC, Dec. 5, 2011, Dec. 31, 2011, Dec. 31, 2011 (Exhibit 10 at 13-1274_0073-0075).

⁸⁸ MICHELE PAC, Amended Year-End 2011 FEC Report of Receipts and Disbursements, filed Apr. 20, 2012 (Exhibit 19 at 13-1274_0161).

⁸⁹ MICHELE PAC, February 2012 Monthly FEC Report of Receipts and Disbursements, filed Feb. 20, 2012 (Exhibit 20 at 13-1274_0163).

⁹⁰ While Mr. Short did not cooperate with the OCE’s review, his attorney provided a written response to the OCE’s Requests for Information, in which he stated: “During December 2011 and January 2012, Mr. Short was paid by

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80. Representative Bachmann told the OCE that she did not remember if there was a fundraising project planned for MICHELE PAC in December 2011.⁹¹ Representative Bachmann did not remember approving any fundraising solicitation letters for MICHELE PAC in December 2011.⁹²
81. Representative Bachmann told the OCE that she does not make decisions about when or how to raise PAC funds; rather, that would have been decided by Mr. Short.⁹³ When asked who would have had the authority to approve a fundraising project for MICHELE PAC, Representative Bachmann told the OCE, “Probably Guy.”⁹⁴
82. Representative Bachmann said that, during the presidential campaign, she did not review invoices from C&M Strategies to MICHELE PAC or payments to C&M Strategies from the PAC, nor was she kept informed of invoices or payments.⁹⁵ When asked who would have reviewed and approved the payment of invoices, she said that it would probably have been Mr. Short.⁹⁶
83. Representative Bachmann was not aware of any payments from MICHELE PAC to Mr. Short for a fundraising project at the time the payments were made in December 2011 and January 2012.⁹⁷ She said that she was fully engaged in her presidential campaign at that time, and that she trusted people to do their jobs.⁹⁸
84. Representative Bachmann’s Former Chief of Staff, who was retained by both her congressional office and by MICHELE PAC from October 2011 to February 2012, told the OCE that he was not aware of any work performed by Mr. Short or C&M Strategies for MICHELE PAC during the period from June 2011 to December 2011.⁹⁹
85. Mr. Nahigian, the BFP National Campaign Manager, told the OCE that Mr. Short approached him in December 2011, to tell him that he had “nothing to do” on the presidential campaign and that he wanted to turn his focus to MICHELE PAC.¹⁰⁰ Mr. Nahigian told Mr. Short that would be “great.”¹⁰¹ He did not recall discussing Mr. Short’s statements with Representative Bachmann.¹⁰²

MichelePAC for a fundraising and research project, which was unrelated to his work for BFP. Mr. Short did not discuss this fundraising project with Congresswoman Bachmann.” Letter from Counsel to Mr. Short to the OCE Chief Counsel and Staff Director, Apr. 24, 2013 (Exhibit 21 at 13-1274-0166). The OCE was unable to evaluate these statements during the course of an interview with Mr. Short.

⁹¹ Rep. Bachmann MOI (Exhibit 1 at 13-1274_0005).

⁹² *Id.* at 13-1274_0006.

⁹³ *Id.* at 13-1274_0005.

⁹⁴ *Id.* at 13-1274_0006.

⁹⁵ *Id.* at 13-1274_0005.

⁹⁶ *Id.*

⁹⁷ *Id.* at 13-1274_0006.

⁹⁸ *Id.*

⁹⁹ Former Chief of Staff MOI (Exhibit 5 at 13-1274_0033).

¹⁰⁰ BFP National Campaign Manager MOI (Exhibit 17 at 13-1274_0146).

¹⁰¹ *Id.*

¹⁰² *Id.*

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86. Other BFP staff members interviewed by the OCE indicated that Mr. Short was working full-time on the presidential campaign during December 2011. The BFP Iowa Campaign Manager told the OCE that Mr. Short, in his capacity as BFP National Political Director, supervised operations full time in the BFP Iowa office in December 2011 and managed caucus deployment in January 2012.¹⁰³
87. The BFP Iowa Campaign Manager also said that Mr. Short worked “a tremendous number of hours,” often starting each day with a 7:00 AM conference call and ending the day at 10:00 PM.¹⁰⁴ He said that Mr. Short was working in Iowa “most of the time” that the witness was involved with the campaign.¹⁰⁵
88. The BFP Deputy Iowa Campaign Manager told the OCE that he never saw Mr. Short working for other clients during the presidential campaign.¹⁰⁶ He recalled that Mr. Short worked from about 9:00 AM to 10:00 PM most days during the campaign.¹⁰⁷
89. The BFP Senior Advisor for Coalitions told the OCE that Mr. Short was spending substantial time in Iowa in November and December 2011, and that he did not have the impression that Mr. Short was working for anyone other than BFP.¹⁰⁸ He added that Mr. Short was “clearly” the final authority on many campaign matters at that time.¹⁰⁹
90. On December 3, 2011, Mr. Short sent an email to Mr. Nahigian with the proposed text of a fundraising solicitation for MICHELE PAC, asking Mr. Nahigian to approve the solicitation for “strategy/messaging.”¹¹⁰
91. Mr. Nahigian believes he simply ignored Mr. Short’s email.¹¹¹ He told the OCE that Mr. Short may have sent him this email out of habit, as Mr. Nahigian did not have any role with MICHELE PAC.¹¹²
92. Mr. Nahigian told the OCE that he believes the MICHELE PAC fundraising solicitation was “killed” and never sent.¹¹³ He explained that the solicitation seemed like the wrong thing at the wrong time.¹¹⁴
93. Mr. Nahigian did not recall any other efforts undertaken by Mr. Short on behalf of MICHELE PAC that Mr. Short shared with him.¹¹⁵

¹⁰³ Memorandum of Interview of BFP Iowa Campaign Manager, Mar. 29, 2013 (hereafter “BFP Iowa Campaign Manager MOI”) (Exhibit 22 at 13-1274_0170).

¹⁰⁴ *Id.*

¹⁰⁵ *Id.*

¹⁰⁶ Memorandum of Interview of BFP Iowa Deputy Campaign Manager, Mar. 29, 2013 (hereafter “BFP Iowa Deputy Campaign Manager MOI”) (Exhibit 23 at 13-1274_0174).

¹⁰⁷ *Id.*

¹⁰⁸ BFP Senior Advisor for Coalitions MOI (Exhibit 16 at 13-1274_0142).

¹⁰⁹ *Id.*

¹¹⁰ Email from Guy Short to Keith Nahigian, “MPAC mailing,” Dec. 3, 2011 (Exhibit 24 at 13-1274_0177-0184).

¹¹¹ BFP National Campaign Manager MOI (Exhibit 17 at 13-1274_0147).

¹¹² *Id.*

¹¹³ *Id.*

¹¹⁴ *Id.*

¹¹⁵ *Id.*

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94. Mr. Nahigian was unaware of any invoices from C&M Strategies to MICHELE PAC in December 2011, or any payments by MICHELE PAC to C&M Strategies in December 2011 or January 2012.¹¹⁶
95. A review of FEC reports filed by MICHELE PAC suggests that there was no major fundraising initiative in December 2011. The reports indicate that, after raising just over \$1,000 per month from October to December 2011, MICHELE PAC reported raising \$1,165.50 in January 2012 and \$636.86 in February 2012.¹¹⁷ Prior to the launch of Representative Bachmann's presidential campaign, the PAC had been raising between \$92,033 and \$288,579 per month from January to May 2011.¹¹⁸

E. In March 2012, a News Report Questioned the December 2011 MICHELE PAC Payments to Mr. Short

96. On March 9, 2012, a news report regarding one of the payments made by MICHELE PAC to Mr. Short in December 2011 appeared in *Politico*.¹¹⁹
97. That same day, Mr. Short emailed the *Politico* article to James Pollack, BFP National Finance Chairman; Brett O'Donnell, BFP Senior Policy Advisor; and BFP legal counsel, with the comment: "Fairly uneventful thus far. We will see where it goes and if it gets legs."¹²⁰
98. The next day, on March 10, 2012, Mr. Short forwarded an email he had received from the *Politico* reporter, asking additional questions about the December 2011/January 2012 payments from MICHELE PAC, to Mr. Pollack and BFP legal counsel, adding, "I'm not responding."¹²¹
99. Mr. Pollack told the OCE that he first learned about the payments from MICHELE PAC to Mr. Short when those payments were reported by *Politico*.¹²²
100. At the conclusion of Representative Bachmann's presidential campaign, she had asked Mr. Pollack to oversee the activities of both BFC and MICHELE PAC.¹²³
101. According to Mr. Pollack, prior to his taking on this role for MICHELE PAC, Mr. Short was responsible for overseeing the activities of the PAC.¹²⁴ Mr. Short now reports to Mr. Pollack.¹²⁵

¹¹⁶ *Id.*

¹¹⁷ MICHELE PAC, FEC Reports of Receipts and Disbursements, January 2011-December 2012 (Exhibit 11 at 13-1274_0084-0107).

¹¹⁸ *Id.*

¹¹⁹ See Maggie Haberman, "Bachmann consultant paid by Michele PAC in December, not the campaign," POLITICO, Mar. 9, 2012.

¹²⁰ Email from Guy Short to James Pollack, Brett O'Donnell, and BFP legal counsel, Mar. 9, 2012 (Exhibit 25 at 13-1274_0186).

¹²¹ Email from Guy Short to James Pollack and BFP legal counsel, Mar. 10, 2012 (Exhibit 26 at 13-1274_0188).

¹²² Memorandum of Interview of James Pollack, BFP National Finance Chairman, Mar. 28, 2013 (hereafter "BFP National Finance Chairman MOI") (Exhibit 27 at 13-1274_0192).

¹²³ *Id.* at 13-1274_0190-0191.

¹²⁴ *Id.* at 13-1274_0191.

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102. Mr. Pollack sent a response to Mr. Short after receiving his March 10, 2012 email:

Guy, after thinking about it, despite the fact that I wasn't involved or know the facts, if we made a mistake we need to correct it now. That would be to all parties best interests. Can you provide me the gross income you were paid each month from both the PAC and the Campaign last year?

If it was a permissible payment – commensurate compensation for services performed – fine. We just need to be certain we can demonstrate it with contemporaneous documentation....¹²⁶

103. Mr. Short responded by email, telling Mr. Pollack that his compensation information from both BFP and MICHELE PAC was available, advising him that “[n]o mistakes were made,” and asking Mr. Pollack to give him a call.¹²⁷

104. Mr. Pollack had a telephone conversation with Mr. Short after the *Politico* report appeared, in which he asked Mr. Short about the payments from MICHELE PAC.¹²⁸

105. According to Mr. Pollack, Mr. Short told him that there had been a “major fundraising initiative” planned for MICHELE PAC in December 2011, intended to raise funds for candidate contributions to be made by the PAC in 2012.¹²⁹

106. Mr. Short told Mr. Pollack that the project was ultimately put off until after Representative Bachmann’s presidential campaign had ended.¹³⁰

107. Mr. Pollack told the OCE that Mr. Short had approval for this major fundraising initiative, but he did not know who gave him the approval.¹³¹ Further, Mr. Pollack did not know who made the decision to defer the fundraising initiative until after the presidential campaign had ended.¹³²

108. After speaking with Mr. Short, Mr. Pollack made Representative Bachmann aware of what he had learned.¹³³ He said that Representative Bachmann was “surprised” and “wasn’t happy” to learn of the MICHELE PAC payments to Mr. Short.¹³⁴ He did not recall whether he discussed the December 2011 “major fundraising initiative” with Representative Bachmann.¹³⁵

¹²⁵ *Id.* at 13-1274_0192.

¹²⁶ Email from James Pollack to Guy Short, Mar. 10, 2012 (Exhibit 26 at 13-1274_0188).

¹²⁷ Email from Guy Short to James Pollack, Mar. 10, 2012 (Exhibit 26 at 13-1274_0188).

¹²⁸ BFP National Finance Chairman MOI (Exhibit 27 at 13-1274_0192).

¹²⁹ *Id.*

¹³⁰ *Id.*

¹³¹ *Id.*

¹³² *Id.*

¹³³ *Id.* at 13-1274_0193.

¹³⁴ *Id.*

¹³⁵ *Id.*

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109. Mr. Pollack said that Representative Bachmann told him to handle the matter however he felt best.¹³⁶
110. Representative Bachmann told the OCE that she first learned about the payments from MICHELE PAC to Mr. Short after the payments were disclosed in BFP's FEC reports, but she could not recall when this was.¹³⁷ Representative Bachmann asked Mr. Pollack to review the matter.¹³⁸
111. Representative Bachmann said that she never discussed the December 2011/January 2012 payments from MICHELE PAC with Mr. Short.¹³⁹
112. Mr. Pollack told the OCE that after learning about the deferred "major fundraising initiative" from Mr. Short, he believed there were two options: Mr. Short could return the funds to MICHELE PAC or the funds could be applied toward his 2012 compensation for work performed for MICHELE PAC.¹⁴⁰
113. According to Mr. Pollack, it was decided to apply the funds paid to Mr. Short in December 2011/January 2012 toward Mr. Short's 2012 compensation.¹⁴¹ He said that Mr. Short was ultimately paid a total of \$43,750 for his work for MICHELE PAC in 2012, in three payments:
 - a. \$20,000 in December 2011;
 - b. \$20,000 in January 2012; and
 - c. \$3,750 in July 2012.¹⁴²
114. BFP Senior Policy Advisor Brett O'Donnell recalled a conference call convened by Mr. Pollack shortly after the *Politico* story appeared on March 9, 2012, in which Mr. Pollack, Mr. O'Donnell, and Mr. Short discussed how to respond to the story.¹⁴³ Mr. Short was to draft a statement responding to the reporter's story and circulate it to the call participants.¹⁴⁴
115. Mr. O'Donnell had a separate telephone conversation with Mr. Short in which they discussed the accusations in the *Politico* story and potential responses.¹⁴⁵ He said that this conversation was the first time he learned that Mr. Short had been "volunteering"

¹³⁶ *Id.*

¹³⁷ Rep. Bachmann MOI (Exhibit 1 at 13-1274_0006).

¹³⁸ *Id.*

¹³⁹ *Id.*

¹⁴⁰ BFP National Finance Chairman MOI (Exhibit 27 at 13-1274_0192).

¹⁴¹ *Id.*

¹⁴² *Id.* See also MICHELE PAC, Amended Year-End 2011 FEC Report of Receipts and Disbursements, filed Apr. 20, 2012; February 2012 Monthly FEC Report of Receipts and Disbursements, filed Feb. 20, 2012; August 2012 Monthly FEC Report of Receipts and Disbursements, filed Aug. 20, 2012 (Exhibit 28 at 13-1274_0195-0197).

¹⁴³ Memorandum of Interview of Brett O'Donnell, BFP Senior Policy Advisor, Apr. 19, 2013 (hereafter "BFP Senior Policy Advisor MOI") (Exhibit 18 at 13-1274_0157).

¹⁴⁴ *Id.*

¹⁴⁵ *Id.*

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for the presidential campaign in late 2011.¹⁴⁶ When asked for his reaction to Mr. Short's explanation for the payments he received from MICHELE PAC, Mr. O'Donnell said he took Mr. Short at his word.¹⁴⁷

116. Mr. O'Donnell told the OCE that he had a conversation with BFP National Campaign Manager Keith Nahigian in late December 2011, in which Mr. Nahigian told him that Mr. Short had paid himself from MICHELE PAC.¹⁴⁸
117. Mr. Nahigian said that he first learned of the December 2011/January 2012 payments from MICHELE PAC to Mr. Short when those payments were reported by the news media well after the Iowa caucuses had ended.¹⁴⁹
118. Mr. Nahigian told the OCE that his reaction upon learning of the payments from MICHELE PAC to Mr. Short was, "Really? We all worked for nothing, but he [Mr. Short] didn't."¹⁵⁰ He said that it was "outrageous" that Mr. Short had been paid "when no one else was."¹⁵¹
119. As previously noted, Mr. Short declined to provide any documents to the OCE in response to two Requests for Information, and declined to be interviewed by the OCE.
120. Based on the foregoing information, the Board finds that there is substantial reason to believe that Representative Bachmann authorized, permitted, or failed to prevent, by not taking reasonable steps to ensure that her leadership PAC operated in compliance with federal campaign finance laws, the use of funds from her leadership PAC to compensate a campaign consultant for work he performed for her presidential campaign, resulting in a contribution from the leadership PAC to the presidential campaign in excess of the legal limit, in violation of federal campaign finance laws and House rules.

III. REPRESENTATIVE BACHMAN MAY HAVE VIOLATED FEDERAL CAMPAIGN FINANCE LAWS AND HOUSE RULES BY FAILING TO DISCLOSE ACCURATELY PAYMENTS TO HER IOWA STATE CAMPAIGN CHAIR BY FUNNELING CAMPAIGN FUNDS THROUGH A CAMPAIGN CONSULTANT.

A. Laws, Regulations, Rules, and Standards of Conduct

121. Federal Election Campaign Act

"Each [Federal Election Commission] report . . . shall disclose . . . the name and address of each person to whom an expenditure in an aggregate amount or value in excess of \$200 within the calendar year is made by the reporting committee to meet a

¹⁴⁶ *Id.*

¹⁴⁷ *Id.*

¹⁴⁸ *Id.* at 13-1274_0156-0157.

¹⁴⁹ BFP National Campaign Manager MOI (Exhibit 17 at 13-1274_0147).

¹⁵⁰ *Id.*

¹⁵¹ *Id.*

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candidate or committee operating expense, together with the date, amount, and purpose of such operating expenditure.” 2 U.S.C. § 434(b)(5).

122. House Rules

House Rule 23, clause 1 states that “[a] Member . . . of the House shall conduct himself at all times in a manner that shall reflect creditably on the House.”

123. House Ethics Manual

The House Ethics Manual states that “[w]hile FECA and other statutes on campaign activity are not rules of the House, Members and employees must also bear in mind that the House Rules require that they conduct themselves ‘at all times in a manner that shall reflect creditably on the House’ (House Rule 23, clause 1). In addition, the Code of Ethics of Government Service, which applies to House Members and staff, provides in ¶ 2 that government officials should ‘[u]phold the Constitution, laws and legal regulations of the United States and of all governments therein and never be a party to their evasion.’ Accordingly, in violating FECA or another provision of statutory law, a Member or employee may also violate these provisions of the House rules and standards of conduct....

“Moreover, under these rules, a Member or employee must take reasonable steps to ensure that any outside organization over which he or she exercises control – including the individual’s own authorized campaign committee or, for example, a ‘leadership PAC’ – operates in compliance with applicable law.”¹⁵²

B. The Bachmann for President Campaign May Have Failed To Disclose Accurately Payments to Compensate a Campaign Official

124. On June 28, 2011, the Bachmann for President campaign announced that Iowa State Senator Kent Sorenson would serve as the campaign’s Iowa State Chairman.¹⁵³ At the time, Mr. Sorenson was serving in his first term in the Iowa State Senate.¹⁵⁴

125. Iowa State Senate ethics rules limit the ability of a state senator to accept employment from certain political organizations:

A senator shall not accept employment, either directly or indirectly, from a political action committee or from an organization exempt from taxation under section 501(c)(4), 501(c)(6), or 527 of the Internal Revenue Code that engages in activities related to the nomination, election, or defeat of a candidate for public office....¹⁵⁵

¹⁵² House Ethics Manual (2008) at 122.

¹⁵³ Bachmann for President: “Press Release - State Senator Kent Sorenson to Serve as Bachmann’s Iowa Campaign Chairman,” June 28, 2011 (Exhibit 29 at 13-1274_0199).

¹⁵⁴ See <https://www.legis.iowa.gov/Legislators/legislator.aspx?GA=85&PID=7500>.

¹⁵⁵ Iowa Senate Code of Ethics ¶ 6 (<https://www.legis.iowa.gov/DOCS/ChamberRules/SenateCodeofEthics.pdf>).

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126. The BFP campaign acknowledged the Senate ethics rules' prohibition in an October 27, 2011 press release: "Sorenson is serving in a full-time role but state Senate rules preclude lawmakers from being paid by the campaign."¹⁵⁶
127. Representative Bachmann could not recall when she first met Mr. Sorenson, nor did she know how Mr. Sorenson became involved with her presidential campaign.¹⁵⁷
128. Representative Bachmann's Former Chief of Staff stated that he personally recruited Mr. Sorenson to support her presidential campaign in early 2011.¹⁵⁸
129. At or around the time that Mr. Sorenson was recruited to support Representative Bachmann's presidential campaign, Mr. Sorenson indicated to the Former Chief of Staff that he would like to be paid for his efforts on behalf of Representative Bachmann's presidential campaign.¹⁵⁹
130. According to the Former Chief of Staff, both he and Mr. Sorenson "knew that Iowa Senate ethics prevented any presidential campaign from paying a senator for his or her efforts on a candidate's behalf."¹⁶⁰
131. The Former Chief of Staff discussed Mr. Sorenson's desire to be paid with Bachmann advisor Guy Short.¹⁶¹ In a March 8, 2011 email exchange, the Former Chief of Staff and Mr. Short discussed various ways in which to "hire" and "pay" Mr. Sorenson, including paying him from MICHELE PAC or BFC.¹⁶²

From: <[REDACTED]@aol.com>
Date: Tue, 08 Mar 2011 18:46:14 -0500 (EST)
To: Andy Parrish <[REDACTED]@me.com>
Cc: <[REDACTED]@gmail.com>
Subject: Re: Kent Sorenson

Great.

He can get paid by the PAC. It is much cleaner to have BFC pay him if need be. It might be good for a little momentum on the POTUS to announce a hire like Kent. He is the real deal. Denny Carroll is another one in Iowa that would be good.

In a message dated 3/8/2011 4:43:20 P.M. Mountain Standard Time, [REDACTED]@me.com writes:

Just talked to him. We're cool he can't get paid from a PAC

Sent from my iPhone

On Mar 8, 2011, at 5:38 PM, [REDACTED]@aol.com wrote:

If we need to pay him from MPAC we can. He can be a consultant and give us strategic advice.

¹⁵⁶ Bachmann for President: "Press Release - Team Bachmann Appoints Woolson State Campaign Manager; Announces Iowa Campaign Staff," Oct. 27, 2011 (Exhibit 30 at 13-1274_0201).

¹⁵⁷ Rep. Bachmann MOI (Exhibit 1 at 13-1274_0007).

¹⁵⁸ Affidavit of Rep. Bachmann's Former Chief of Staff, Apr. 22, 2013 (hereafter "Former Chief of Staff Affidavit") (Exhibit 31 at 13-1274_0203).

¹⁵⁹ *Id.*

¹⁶⁰ *Id.*

¹⁶¹ *Id.*

¹⁶² *Id.*; email exchange between Former Chief of Staff and Guy Short, Mar. 8, 2011 (Exhibit 32 at 13-1274_0211).

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132. In April 2011, the Former Chief of Staff spoke to Mr. Sorenson about his request for compensation, offering to pay Mr. Sorenson directly from BFP.¹⁶³ However, Mr. Sorenson told him that he could not be paid directly by BFP.¹⁶⁴
133. The Former Chief of Staff suggested to Mr. Short that “we hire Sorenson at the rate of \$7,000 per month plus a cell phone with expenses for same paid.”¹⁶⁵
134. In an April 19, 2011 email, the Former Chief of Staff wrote to Mr. Sorenson about a proposal to compensate him for his services to BFP through Mr. Short’s company, C&M Strategies.¹⁶⁶

```
>>
>> As for you I have recomended you to Guy Short at C&M strategies, I
>>think he said he was hiring at $7,000/month phone and onetime laptop
>>reimbursement, I have CCed him on this so you can work it out.
>>
>> Talk soon,
>>
>> Andy
>
```

135. According to the Former Chief of Staff, Mr. Short and Mr. Sorenson “eventually worked out an arrangement where Senator Sorenson was paid \$7,500 per month with no cell phone payment. This was the arrangement in place until his defection a short time before the Iowa caucuses....”¹⁶⁷
136. The Former Chief of Staff further stated that “C&M Strategies handled all of the related paperwork” for the hiring and compensation of Mr. Sorenson.¹⁶⁸
137. As noted previously, when C&M Strategies entered into a consulting contract with BFP, Mr. Short agreed to compensation in the amount of \$15,000 per month from BFP.¹⁶⁹ The fundraising consulting agreement, however, provided for a monthly retainer payment of \$22,500.¹⁷⁰
138. According to Mr. Polyansky, the BFP Deputy Campaign Manager who negotiated the BFP consulting contract with Mr. Short, it was understood that of the \$22,500 per month retainer payment from BFP, Mr. Short’s company, C&M Strategies, would receive \$15,000 per month and the remaining \$7,500 was for Mr. Sorenson.¹⁷¹ Mr. Polyansky characterized Mr. Sorenson as a subcontractor of C&M Strategies.¹⁷²

¹⁶³ Former Chief of Staff MOI (Exhibit 5 at 13-1274_0034).

¹⁶⁴ *Id.*

¹⁶⁵ Former Chief of Staff Affidavit (Exhibit 31 at 13-1274_0203-0204).

¹⁶⁶ *Id.* at 13-1274_0204; email from Former Chief of Staff to Kent Sorenson, Apr. 19, 2011 (Exhibit 33 at 13-1274_0213).

¹⁶⁷ Former Chief of Staff Affidavit (Exhibit 31 at 13-1274_0204).

¹⁶⁸ *Id.*

¹⁶⁹ *See supra*, ¶ 59.

¹⁷⁰ Fundraising Consulting Agreement (Exhibit 7 at 13-1274_0043).

¹⁷¹ BFP Deputy Campaign Manager Declaration (Exhibit 9 at 13-1274_0059).

¹⁷² *Id.*

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139. Mr. Polyansky told Mr. Short that he needed approval from BFP legal counsel before agreeing to the arrangement between C&M Strategies and Mr. Sorenson.¹⁷³ Mr. Polyansky confirmed with legal counsel that he had approved the arrangement.¹⁷⁴
140. Mr. Polyansky told the OCE that he believes there had been discussions within the Bachmann presidential campaign about having separate agreements with Mr. Sorenson and with C&M Strategies.¹⁷⁵
141. Representative Bachmann's Former Chief of Staff said that Representative Bachmann "knew of and approved" the compensation arrangement between Mr. Sorenson and C&M Strategies.¹⁷⁶
142. The Former Chief of Staff told the OCE that he had a conversation with Representative Bachmann in April or early May 2011, in which he informed her about the proposed arrangement to compensate Mr. Sorenson through C&M Strategies, and that legal counsel had approved the arrangement.¹⁷⁷ According to the Former Chief of Staff, Representative Bachmann told him that as long as it was legal, go ahead and do it.¹⁷⁸
143. Representative Bachmann told the OCE that, to her knowledge, Mr. Sorenson was not compensated for his work for BFP.¹⁷⁹ She said that she was not aware of any arrangement between C&M Strategies and Mr. Sorenson.¹⁸⁰ She said that she was not involved in decisions regarding anyone's compensation.¹⁸¹
144. Representative Bachmann told the OCE that she did not have any conversations with Mr. Sorenson about his compensation, nor did she recall anyone telling her that Mr. Sorenson wanted to be compensated for his work on her presidential campaign.¹⁸²
145. Several former BFP staff members told the OCE that they had heard that Mr. Sorenson was being compensated for his role with BFP. For example, in a sworn affidavit, the BFP Iowa Campaign Manager stated that he "had also heard others say that Kent [Sorenson] was receiving compensation for his work on the Bachmann campaign through a consulting firm."¹⁸³
146. The BFP Senior Advisor for Coalitions told the OCE of a conversation he had with Mr. Sorenson about his role with the presidential campaign, shortly before Representative

¹⁷³ *Id.*

¹⁷⁴ *Id.* The OCE was not able to interview BFP's legal counsel as part of its review, as BFP's legal counsel represented Rep. Bachmann during the review.

¹⁷⁵ BFP Deputy Campaign Manager MOI (Exhibit 8 at 13-1274_0056).

¹⁷⁶ Former Chief of Staff Affidavit (Exhibit 31 at 13-1274_0204).

¹⁷⁷ Former Chief of Staff MOI (Exhibit 5 at 13-1274_0034).

¹⁷⁸ *Id.*

¹⁷⁹ Rep. Bachmann MOI (Exhibit 1 at 13-1274_0007).

¹⁸⁰ *Id.*

¹⁸¹ *Id.*

¹⁸² *Id.*

¹⁸³ Affidavit of BFP Iowa Campaign Manager, Sept. 4, 2012 (Exhibit 34 at 13-1274_0215).

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Bachmann announced her presidential candidacy, in which Mr. Sorenson told him, “I’m not doing this for free. I’m getting paid for it.”¹⁸⁴

147. According to the Senior Advisor for Coalitions, Mr. Sorenson told him that receiving payments directly from BFP would have put him in an “awkward” position, leading the Senior Advisor with the impression that Mr. Sorenson was being paid by an entity other than BFP.¹⁸⁵
148. The Senior Advisor for Coalitions also recalled hearing that Mr. Sorenson was being paid \$7,500 per month, but he could not recall where he heard this.¹⁸⁶
149. The OCE has received no information that suggests that Mr. Sorenson took direction from Mr. Short or that he otherwise performed work for C&M Strategies. Rather, Mr. Sorenson acted as the “Iowa state campaign manager” for BFP,¹⁸⁷ and in that position, he had a “hands-on” role in managing the Iowa campaign.¹⁸⁸
150. Representative Bachmann described Mr. Sorenson’s duties for her presidential campaign as generating more supporters in Iowa, including elected officials and other people of influence within the state.¹⁸⁹
151. In addition, it does not appear that C&M Strategies exercised any independent control over the funds it received from BFP that were earmarked for Mr. Sorenson. Rather, it appears that Mr. Sorenson was paid \$7,500 per month by BFP, but that the payments were routed through C&M Strategies to avoid disclosure of the ultimate payee.¹⁹⁰
152. The FEC disclosure reports filed by BFP appear to disclose only one payment to Mr. Sorenson to compensate him for his work on the presidential campaign, an \$800 payment on August 3, 2011 for “grassroots coordinating.”¹⁹¹
153. Mr. Sorenson declined to provide any documents to the OCE in response to two Requests for Information, and he declined to be interviewed by the OCE.

¹⁸⁴ BFP Senior Advisor for Coalitions MOI (Exhibit 16 at 13-1274_0142).

¹⁸⁵ *Id.*

¹⁸⁶ *Id.*

¹⁸⁷ Former Chief of Staff Affidavit (Exhibit 31 at 13-1274_0204).

¹⁸⁸ BFP Iowa Campaign Manager MOI (Exhibit 22 at 13-1274_0170).

¹⁸⁹ Rep. Bachmann MOI (Exhibit 1 at 13-1274_0007).

¹⁹⁰ The FEC addressed a similar set of facts in Matter Under Review 4872, *In the Matter of Jenkins for Senate 1996* (2002). In that case, the FEC entered into a Conciliation Agreement with the respondent campaign, finding that the campaign filed false disclosure reports, in violation of 2 U.S.C. § 434(b)(5)(A), by failing to disclose the true recipient of campaign disbursements. The campaign had made disbursements to one vendor through a second vendor that was not involved in the provision of services by the first vendor, because the candidate did not want his campaign to be associated with the true vendor or to have the true vendor listed in his disclosure reports. The FEC found that the first vendor was not a “sub vendor” of the second vendor, as the second vendor played no role in the provision of services by the first vendor.

¹⁹¹ See Bachmann for President, Amended October 2011 Quarterly FEC Report of Receipts and Disbursements, filed Oct. 1, 2012 (Exhibit 35 at 13-1274_0218).

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154. On February 8, 2013, Mr. Sorenson submitted a response to an ethics complaint filed against him with the Iowa State Senate Ethics Committee.¹⁹² In that response, Mr. Sorenson stated:

I did not receive compensation from MichelePAC, Bachmann for President or C&M Strategies. . . . Even had I been employed by C&M Strategies (which I was not) it would not have constituted a violation. First C&M Strategies is not a C-4, C-6 or a 527 and hence not a prohibited entity pursuant to [Iowa Senate Code of Ethics] Rule 6. Second Rule 6 expressly permits a senator's direct or indirect employment by a campaign committee.¹⁹³

155. On or around May 1, 2013, Mr. Sorenson submitted an additional response to the Iowa State Senate Ethics Committee, responding to an affidavit submitted by Representative Bachmann's Former Chief of Staff, in which he maintained that he "was never paid directly or indirectly by Michelle [*sic*] PAC or the Bachmann Campaign."¹⁹⁴
156. In support of his statement, Mr. Sorenson submitted an affidavit from the former BFP Iowa Deputy Campaign Manager, who stated that, in his "capacity of a comptroller" for BFP "at no time did [he] transmit a request for a check for Senator Kent Sorenson."¹⁹⁵
157. Mr. Sorenson also submitted an affidavit from an Iowa attorney who stated that she reviewed records for a Wells Fargo bank account provided to her by Mr. Sorenson, for the period December 8, 2010 to December 7, 2011.¹⁹⁶ The attorney concluded that, based upon her review of the materials provided by Mr. Sorenson, "Mr. Sorenson did not receive any payments from Guy Short or C&M Strategies, Inc. that were deposited into said account nor did he receive any payments from any one source that totaled \$7,500.00 in one monthly period that were deposited into said account."¹⁹⁷
158. The Board notes that on December 29, 2010, Mr. Sorenson filed Articles of Incorporation with the Iowa Secretary of State establishing Grassroots Strategy Inc.¹⁹⁸ The Articles of Incorporation identify Mr. Sorenson as the sole Incorporator and Director of Grassroots Strategy Inc.¹⁹⁹ Mr. Sorenson may have received compensation through this entity.²⁰⁰

¹⁹² Letter from Kent Sorenson to Secretary of the Iowa State Senate, Feb. 8, 2013 (Exhibit 36 at 13-1274_0220).

¹⁹³ *Id.* at 13-1274_0222.

¹⁹⁴ *See* Letter from Kent Sorenson to Secretary of the Iowa State Senate, undated (Exhibit 37 at 13-1274_0225).

¹⁹⁵ Affidavit of BFP Iowa Deputy Campaign Manager, May 1, 2013 (Exhibit 38 at 13-1274_0228).

¹⁹⁶ Affidavit of Cherie L. Johnson, Apr. 30, 2013 (Exhibit 39 at 13-1274_0230).

¹⁹⁷ *Id.*

¹⁹⁸ Grassroots Strategy Inc. Iowa Secretary of State Corporate Filing, Dec. 29, 2010 (Exhibit 40 at 13-1274_0232).

¹⁹⁹ *Id.* at 13-1274_0234.

²⁰⁰ Mr. Short did not cooperate with the OCE's review. However, in a response to the OCE's Requests for Information, Mr. Short's attorney stated: "As part of the services provided to Congresswoman Bachmann and her political committees in 2011, Mr. Short, through C&M, retained the consulting services of Mr. Sorenson, through Grassroots [Strategy Inc.]." Letter from Counsel to Mr. Short to the OCE Chief Counsel and Staff Director, Apr. 24, 2013 (Exhibit 21 at 13-1274_0166). The OCE was unable to evaluate these statements during the course of an interview with Mr. Short.

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159. Mr. Short declined to provide any documents to the OCE in response to two Requests for Information, and he declined to be interviewed by the OCE.
160. Based on the foregoing information, the Board finds that there is not substantial reason to believe that Representative Bachmann knew that the FEC disclosure reports filed by BFP were false, when that committee failed to disclose Mr. Sorenson as the true recipient of the payments made by BFP.

IV. REPRESENTATIVE BACHMANN MAY HAVE VIOLATED FEDERAL CAMPAIGN FINANCE LAWS AND HOUSE RULES BY USING CAMPAIGN RESOURCES TO PROMOTE HER BOOK, AND BY USING HER BOOK TOUR TO SUPPORT HER PRESIDENTIAL CAMPAIGN.

A. Laws, Regulations, Rules, and Standards of Conduct

161. Federal Election Campaign Act

Campaign funds “shall not be converted by any person to personal use.” 2 U.S.C. § 439a(b)(1).

“It is unlawful...for any corporation...to make a contribution or expenditure in connection with any election...or for any candidate...knowingly to accept or receive any contribution prohibited by this section....” 2 U.S.C. § 441b(a).

“[T]he provision of any goods or services without charge or at a charge that is less than the usual and normal charge for such goods or services is a contribution. Examples of such goods or services include, but are not limited to: Securities, facilities, equipment, supplies, personnel, advertising services, membership lists, and mailing lists.” 11 C.F.R. §100.52(d)(1).

162. House Rules

House Rule 23, clause 1 states that “[a] Member . . . of the House shall conduct himself at all times in a manner that shall reflect creditably on the House.”

House Rule 23, clause 6(b) states that “a Member may not convert campaign funds to personal use in excess of an amount representing reimbursement for legitimate and verifiable campaign expenditures.”

163. House Ethics Manual

The House Ethics Manual states that, “under provisions of the House Rules and statutory law that prohibit the conversion of campaign funds to personal use, a Member is prohibited from using campaign funds or resources either to purchase copies of a book from which he or she receives royalties, or in furtherance of any activity that involves sales of such a book.”²⁰¹

²⁰¹ House Ethics Manual at 227 (citations omitted).

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The House Ethics Manual further states that “[w]hile FECA and other statutes on campaign activity are not rules of the House, Members and employees must also bear in mind that the House Rules require that they conduct themselves ‘at all times in a matter that shall reflect creditably on the House’ (House Rule 23, clause 1). In addition, the Code of Ethics of Government Service, which applies to House Members and staff, provides in ¶ 2 that government officials should ‘[u]phold the Constitution, laws and legal regulations of the United States and of all governments therein and never be a party to their evasion.’ Accordingly, in violating FECA or another provision of statutory law, a Member or employee may also violate these provisions of the House rules and standards of conduct....

“Moreover, under these rules, a Member or employee must take reasonable steps to ensure that any outside organization over which he or she exercises control – including the individual’s own authorized campaign committee or, for example, a ‘leadership PAC’ – operates in compliance with applicable law.”²⁰²

B. Representative Bachmann May Have Used Resources from her Presidential Campaign Committee to Promote Her Book, *Core of Conviction*

164. In August 2011, Representative Bachmann entered into an agreement with Sentinel, a publishing imprint of Penguin Group (USA) Inc. (the “Publisher”), for the publication of a book to be authored by Representative Bachmann.²⁰³ The book was ultimately titled *Core of Conviction*.²⁰⁴
165. The publishing agreement between Representative Bachmann and the Publisher provided that Representative Bachmann would not receive any advance payment for the book, but would be entitled to certain book royalties.²⁰⁵
166. The Committee on Ethics approved the publishing agreement between Representative Bachmann and the Publisher by letter dated August 10, 2011.²⁰⁶
167. Representative Bachmann told the OCE that she and her staff received guidance from the House Ethics Committee regarding promotional efforts for her book “every step of the way.”²⁰⁷ BFP National Campaign Manager Keith Nahigian told the OCE that he consistently requested guidance from BFP’s legal counsel and from the Ethics Committee regarding activities related to Representative Bachmann’s book.²⁰⁸

²⁰² House Ethics Manual at 122.

²⁰³ Agreement between Michele Bachmann and Sentinel, an Imprint of Penguin Group (USA) Inc., Aug. 1, 2011 (hereafter “Publishing Agreement”) (Exhibit 41 at 13-1274_0236-0249).

²⁰⁴ See Kevin Diaz, “Bachmann previews book title: ‘Core of Conviction’”, MINNEAPOLIS STAR TRIBUNE, Sept. 13, 2011.

²⁰⁵ Publishing Agreement ¶¶ 5-11 (Exhibit 41 at 13-1274_0240-0242).

²⁰⁶ Letter from Chairman and Ranking Member, U.S. House of Representatives Committee on Ethics, to Rep. Michele Bachmann, Aug. 10, 2011 (Exhibit 42 at 13-1274_0251-0254).

²⁰⁷ Rep. Bachmann MOI (Exhibit 1 at 13-1274_0008).

²⁰⁸ BFP National Campaign Manager MOI (Exhibit 17 at 13-1274_0149).

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168. The publishing agreement contemplated “publicity and promotional events” as well as a “marketing plan” for the book.²⁰⁹ The events and the plan were to be the responsibility of, and paid for by, the Publisher, a New York corporation.²¹⁰
169. In June 2011, the Publisher contemplated a marketing budget of approximately \$305,000 for Representative Bachmann’s book.²¹¹ Of this amount, approximately \$145,000 was contemplated for publicity, including tour expenses.²¹²
170. As part of its marketing efforts, the Publisher, in consultation with the BFP campaign, arranged a book tour consisting of stops primarily in Iowa, on or around November 25 to 28, 2011, and in South Carolina, on or around December 2 to 4, 2011.²¹³
171. The question of who would pay the expenses of the book tour was the subject of discussion between Representative Bachmann’s presidential campaign and the Publisher.²¹⁴ Mr. Nahigian told the OCE that he worked with the Publisher in an attempt to divide the expenses in a “clean and easy” manner.²¹⁵
172. The Publisher’s Director of Publicity told the OCE that the arrangements for payment of book tour expenses changed a number of times.²¹⁶ In a November 18, 2011 email, the Director of Publicity noted, “We’re splitting up the expenses with the campaign since so many of them are crossover.”²¹⁷
173. The Publisher arranged and paid for a bus, separate from the bus used during the presidential campaign, to transport Representative Bachmann throughout the book tour.²¹⁸ This bus was used in both Iowa and South Carolina.²¹⁹
174. The Publisher also paid for sound systems and related equipment, posters for Representative Bachmann’s book, certain flights for Representative Bachmann, and certain expenses related to media appearances in New York City.²²⁰

²⁰⁹ Publishing Agreement ¶ 40 (Exhibit 41 at 13-1274_0247).

²¹⁰ Memorandum of Interview of Director of Publicity, Sentinel Publishing, Apr. 19, 2013 (hereafter “Sentinel Publicity Director MOI”) (Exhibit 43 at 13-1274_0256); N.Y. Department of State, Division of Corporations, Corporation and Business Entity Database, available at http://www.dos.ny.gov/corps/bus_entity_search.html.

²¹¹ Email from Will Weisser to Dennis Lee, *et al.*, June 30, 2011 (Exhibit 45 at 13-1274_0289).

²¹² *Id.*

²¹³ Sentinel Publicity Director MOI (Exhibit 43 at 13-1274_0257); Schedule of Rep. Michele Bachmann, November 25-27, 2011, December 2-4, 2011 (Exhibit 44 at 13-1274_0262-0287); Jason Noble, “Michele Bachmann will take book tour across Iowa next week,” DES MOINES REGISTER, Nov. 19, 2011.

²¹⁴ Sentinel Publicity Director MOI (Exhibit 43 at 13-1274_0259); BFP National Campaign Manager MOI (Exhibit 17 at 13-1274_0149-0150).

²¹⁵ BFP National Campaign Manager MOI (Exhibit 17 at 13-1274_0149).

²¹⁶ Sentinel Publicity Director MOI (Exhibit 43 at 13-1274_0259).

²¹⁷ Email from Sentinel Publicity Director to Jaelyn Levin, Nov. 18, 2011 (Exhibit 46 at 13-1274_0291).

²¹⁸ Book Tour Invoices (Exhibit 47 at 13-1274_0294-0295); Sentinel Publicity Director MOI (Exhibit 43 at 13-1274_0259); BFP National Campaign Manager MOI (Exhibit 17 at 13-1274_0150).

²¹⁹ BFP National Campaign Manager MOI (Exhibit 17 at 13-1274_0150).

²²⁰ Book Tour Invoices (Exhibit 47 at 13-1274_0296-0300); BFP National Campaign Manager MOI (Exhibit 17 at 13-1274_0150); Sentinel Publicity Director MOI (Exhibit 43 at 13-1274_0259).

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175. Mr. Nahigian said that BFP paid for the initial flights to Iowa and hotel charges since they “were going to Iowa.”²²¹ He believes the Publisher was asked to pay for three flights taken by Representative Bachmann and her personal aide, including round-trip flights to New York City for book-related media interviews, and one-way flights from Florida to South Carolina to begin the South Carolina leg of the book tour.²²²
176. BFP appears to have paid for certain car service expenses for Representative Bachmann while traveling to promote her book. The Director of Publicity noted in an email that she had “a deal with the campaign manager that he’s providing cars for the media interviews when the media outlet isn’t able to.”²²³
177. Notes summarizing a “Book PR Call” held on or around October 21, 2011 between the Publisher and BFP representatives discuss a Sentinel preorder email announcement to be sent to supporters of Representative Bachmann, noting that “Penguin can rent MichelePAC email list.... Can’t rent Bachmann for President/Congress list.”²²⁴ The notes also state that “Legal must review email before it’s sent out – will review tonight and pass through HEC tomorrow.”²²⁵
178. In December 2011, a BFP consultant invoiced the Publisher in the amount of \$5,798.97 for two “Email Deployments” in November 2011.²²⁶ The invoice is marked “Paid 08/09/2012.”²²⁷ It is not clear from the invoice which email deployments were the subject of this invoice.
179. The Publisher was responsible for staffing the book tour events, often with book store employees.²²⁸ For book tour events not held in book stores, the Publisher had hired a third party vendor to staff the events.²²⁹ An employee of the Publisher traveled with Representative Bachmann during at least some part of the book tour.²³⁰
180. Several BFP staff members traveled with Representative Bachmann on the book tour bus at various times during the book tour, including the Mr. Nahigian, Senior Policy Advisor Brett O’Donnell, the BFP press secretary, Representative Bachmann’s personal aide, and a BFP advance staff member.²³¹
181. Mr. Nahigian told the OCE that he traveled with Representative Bachmann during the book tour to handle the constant media questions about the presidential campaign that

²²¹ BFP National Campaign Manager MOI (Exhibit 17 at 13-1274_0150).

²²² *Id.*

²²³ Email from Sentinel Publicity Director to Jaclyn Levin, Nov. 18, 2011 (Exhibit 46 at 13-1274_0291).

²²⁴ Email from Tiffany Liao to Sentinel Publicity Director, *et al.*, Oct. 20, 2011 (Exhibit 48 at 13-1274_0302).

²²⁵ *Id.*

²²⁶ Invoice from Campaign Solutions/The Donatelli Group to Senteniel [*sic*]/Penguin Group (USA) Inc., Dec. 1, 2011 (Exhibit 49 at 13-1274_0304).

²²⁷ *Id.*

²²⁸ BFP National Campaign Manager MOI (Exhibit 17 at 13-1274_0149).

²²⁹ *Id.*

²³⁰ Sentinel Publicity Director MOI (Exhibit 43 at 13-1274_0257).

²³¹ *See, e.g.*, Schedule for Rep. Michele Bachmann, Nov. 25, 2011 (Exhibit 44 at 13-1274_0262); Schedule for Rep. Michele Bachmann, Dec. 2, 2011 (Exhibit 44 at 13-1274_0275). *See also* BFP National Campaign Manager MOI (Exhibit 17 at 13-1274_0149).

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would arise during the tour.²³² He explained that “the campaign never stops,” and that he needed to be with Representative Bachmann to continue providing advice and to make decisions about the campaign.²³³

182. Mr. Nahigian said that the BFP press secretary traveled with Representative Bachmann during the book tour to ensure that any media at the book signing events would direct inquiries through proper channels.²³⁴
183. Mr. O’Donnell said that it was his job during the book tour to assist with media as it related to the campaign.²³⁵ He said that BFP staff members were not given any formal duties at book signing events, but from time to time they would “pitch in” if there was a large crowd at a particular event.²³⁶
184. BFP staff may have been used to promote and staff some of Representative Bachmann’s book signing events in Iowa. On November 21, 2011, the BFP Iowa Campaign Manager sent an email to several BFP staff members in Iowa about the “Iowa book-signing event details.”²³⁷ In the email, the Iowa Campaign Manager told the staff to “[f]eel free to pass around details of these events to your friends, family, county chairs, precinct captains, churches, service groups, etc. We’d love to have tons of people turn out for MB’s events....”²³⁸
185. On November 25, 2011, after the book tour stop in Mason City, Iowa, the BFP Iowa Campaign Manager emailed BFP campaign staff in Iowa about the need to increase the turnout at the remaining book tour events:²³⁹

On Nov 25, 2011, at 3:54 PM, Eric Woolson wrote:

All – the Mason city event was a disaster. Please get in touch with anyone you know who might turn out for the following events and remind them about the events. It’d be great if they buy books but, remember, not everyone does or not everyone goes to these events thinking they’re going to buy. WE NEED BODIES AT THESE EVENTS TODAY AND TOMORROW!

186. In response to the Iowa Campaign Manager’s email, the BFP Home School Coalition Director, a paid BFP staff member, attended two book signing events, the first in West Des Moines and the second in Council Bluffs, Iowa.²⁴⁰ She brought a BFP intern with her to the West Des Moines event, and she notified “more than 200 homeschooling families” of the West Des Moines event by email.²⁴¹

²³² BFP National Campaign Manager MOI (Exhibit 17 at 13-1274_0149).

²³³ *Id.*

²³⁴ *Id.*

²³⁵ BFP Senior Policy Advisor (Exhibit 18 at 13-1274_0158).

²³⁶ *Id.*

²³⁷ Email from BFP Iowa Campaign Manager to BFP Iowa Staff, Nov. 21, 2011 (Exhibit 50 at 13-1274_0306).

²³⁸ *Id.*

²³⁹ Email from BFP Iowa Campaign Manager to BFP Iowa Staff, Nov. 25, 2011 (Exhibit 51 at 13-1274_0308).

²⁴⁰ Memorandum of Interview of BFP Home School Coalition Director, Apr. 24, 2013 (hereafter “BFP Home School Coalition Director MOI”) (Exhibit 52 at 13-1274_0316).

²⁴¹ *Id.* at 13-1274_0315-0316; email from BFP Home School Coalition Director to BFP Iowa Campaign Manager and BFP Iowa Staff, Nov. 25, 2011 (Exhibit 53 at 13-1274_0319).

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187. The BFP Home School Coalition Director submitted expenses relating to the two book signing events she attended, including her mileage incurred for attending each event and a meal expense, and was reimbursed by BFP.²⁴² She told the OCE that she attended the book signing events in her capacity as a BFP staff member.²⁴³
188. A BFP Iowa field staff member reported that she had “at least 40 to 50 people in Waterloo” for the book signing event there, and that she “called about 70 people in 4 of my areas earlier today for today and tomorrow’s book signing.”²⁴⁴
189. BFP National Political Director Guy Short suggested that the campaign send BFP’s Iowa email list a notice about the book signing events:²⁴⁵

On Nov 25, 2011, at 5:07 PM, [REDACTED]@aol.com" <[REDACTED]@aol.com> wrote:

Becki,

Can we push people to these events through IA emails? Maybe simply forward the advisory to the targeted area? Or because of time and manpower over the holiday weekend we simply forward the media advisory to the entire IA email list with the Subject: Come meet Michele Bachmann this weekend.

Thoughts?

190. BFP’s social media advisor confirmed that an email about the book signing events had been sent to the campaign’s “entire Iowa list” on the evening of November 25, 2011.²⁴⁶

²⁴² BFP Home School Coalition Director MOI (Exhibit 52 at 13-1274_0317); Bachmann for President Auto Mileage Expense Reimbursement Form, Expense Report, and Reimbursement Check (Exhibit 54 at 13-1274_0323-0325).

²⁴³ BFP Home School Coalition Director MOI (Exhibit 52 at 13-1274_0315).

²⁴⁴ Email from BFP Iowa Field Staff Member to BFP Iowa Campaign Manager and BFP Iowa Staff, Nov. 25, 2011 (Exhibit 55 at 13-1274_0327).

²⁴⁵ Email from Guy Short to BFP Iowa Staff, Nov. 25, 2011 (Exhibit 56 at 13-1274_0331).

²⁴⁶ Email from Rebecca Donatelli to Guy Short, copied to BFP Iowa Staff, Nov. 25, 2011 (Exhibit 56 at 13-1274_0331).

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191. On November 27, 2011, after much of the Iowa portion of Representative Bachmann's book tour had been completed, a BFP advance staff member who traveled with Representative Bachmann during the book tour sent an email to the BFP Iowa Campaign Manager and other BFP Iowa staff thanking them for their assistance with the book tour events.²⁴⁷

From: Craig Handzlik <[REDACTED]@hotmail.com>
To: Eric Woolson <[REDACTED]@theconceptworks.com>
Cc: Barb Heki <[REDACTED]@aol.com>; Brad Zaun <[REDACTED]@rrealty.com>; Christopher Dorr <[REDACTED]@gmail.com>; Drew Klein <[REDACTED]@bachmannhq.com>; Drew Klein <[REDACTED]@gmail.com>; Emma Aquino-Nemacek <[REDACTED]@aol.com>; Guy Short <[REDACTED]@aol.com>; Kent Sorenson <[REDACTED]@kentsorenson.com>; Mark Doland <[REDACTED]@yahoo.com>; Matthew Combs <[REDACTED]@netzero.net>; Peter Waldron <[REDACTED]@msn.com>; Tony Eastman <[REDACTED]@tonyeastman.com>; Wes Enos <[REDACTED]@wesenos.com>; Megan Ferraro <[REDACTED]@nahigianstrategies.com>
Subject: Re: URGENT: We need to do more on the book events turn out
Date: Sun, Nov 27, 2011 9:23 pm

Hey All,

I just wanted to send you all a quick thank you for helping out with the book tour events. I know there was some question about how much we were all allowed to actively promote the events. However, the second that the IA campaign staff began helping out with these stops, the events were markedly improved. I polled the public at a few of the events and almost everyone I asked said that they came to the signing because of tactics that you employed. Eric, Brad, Kent, Barb, Alex and Emma were huge assets at the events as well.

I thank you!

Best,

Craig Handzlik
Cell: 310-938-[REDACTED]
[REDACTED]@hotmail.com

C. Representative Bachmann May Have Used Her Book Tour, Paid for by the Book's Publisher, to Promote Her Presidential Campaign

192. When asked whether Representative Bachmann and her team were trying to promote her presidential campaign through her book tour, the Publisher's Director of Publicity told the OCE that it was her sense that Representative Bachmann's team was trying to make the book tour a "collaborative effort" with the presidential campaign.²⁴⁸
193. BFP National Campaign Manager Keith Nahigian served as the BFP's liaison to the Publisher during the planning of promotional events and other efforts for Representative Bachmann's book.²⁴⁹

²⁴⁷ Email from Craig Handzlik to BFP Iowa Campaign Manager, *et al.*, Nov. 27, 2013 (Exhibit 51 at 13-1274_0308).

²⁴⁸ Sentinel Publicity Director MOI (Exhibit 43 at 13-1274_0258).

²⁴⁹ BFP National Campaign Manager MOI (Exhibit 17 at 13-1274_0148); Sentinel Publicity Director MOI (Exhibit 43 at 13-1274_0257).

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194. Mr. Nahigian told the OCE that, with respect to Representative Bachmann’s book tour, his job was to provide the Publisher with “windows of time” in which book tour events could be scheduled.²⁵⁰
195. However, a September 28, 2011 email written by a Publisher employee summarizing a planning call with Mr. Nahigian, the BFP Press Secretary, and representatives from the Publisher held the day before, suggests that BFP staff had a greater role in planning the book tour, including the statement that the Mr. Nahigian “will provide dream tour for Black Weekend.”²⁵¹
196. The email indicates that “Team MB” was proposing the cities to be included in the book tour, based on the presidential campaign’s plans, need, and goals.²⁵² The email notes that BFP staff indicated to the Publisher that certain proposed book tour locations were “v. important to us” or “a priority for MB.”²⁵³
197. In addition, the email states that “Team MB wants to be in the lead for IA radio and media,” and that Mr. Nahigian “will provide us w/ list of megachurches.”²⁵⁴ The email states that the BFP campaign is “discussing staffing buses with their people....”²⁵⁵
198. The email appears to quote a BFP staff member as stating, in the context of planning the book tour: “If we win IA and win SC, we’ll win the whole thing.”²⁵⁶
199. The BFP Iowa Campaign Manager told the OCE that he believes that Mr. Nahigian was in charge of logistics for Representative Bachmann’s book tour.²⁵⁷
200. The BFP Iowa Campaign Manager said that Mr. Nahigian asked him to map out stops to hit during the book tour.²⁵⁸ The Iowa Campaign Manager believes that he would have called some bookstores as part of his efforts to map out stops.²⁵⁹
201. The BFP Iowa Campaign Manager said that he had a personal concern about the line between the campaign and the book tour, so he worked on Mr. Nahigian’s request at his consulting firm office, rather than the Iowa campaign headquarters.²⁶⁰ The Iowa Campaign Manager said he was not sure who he should have invoiced for his book tour work, but did not consider it part of his BFP duties.²⁶¹
202. Additionally, BFP Iowa campaign staff members appear to have used book signing events organized and paid for by the Publisher to promote Representative Bachmann’s

²⁵⁰ BFP National Campaign Manager MOI (Exhibit 17 at 13-1274_0148).

²⁵¹ Email from Tiffany Liao to Sentinel Publicity Director, *et al.*, Sept. 28, 2011 (Exhibit 57 at 13-1274_0335).

²⁵² *Id.*

²⁵³ *Id.*

²⁵⁴ *Id.*

²⁵⁵ *Id.*

²⁵⁶ *Id.*

²⁵⁷ BFP Iowa Campaign Manager MOI (Exhibit 22 at 13-1274_0171).

²⁵⁸ *Id.*

²⁵⁹ *Id.*

²⁶⁰ *Id.*

²⁶¹ *Id.*

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presidential campaign by handing out BFP literature and signs and by signing up volunteers at these events.

203. After the BFP Iowa Campaign Manager sent his November 25, 2011 email to Iowa campaign staff regarding turn-out at book signing events, the BFP Home School Coalition Director asked what kind of help would be needed.²⁶² The Iowa Campaign Manager responded: “Handing out literature and signing up people.”²⁶³
204. On November 26, 2011, the BFP Iowa Deputy Campaign Manager emailed the BFP Iowa Campaign Manager and other BFP Iowa staff members, citing the need “to discuss a strategy [*sic*] to cover signup sheets and lit at the next 3 book signings.”²⁶⁴
205. The BFP Home School Coalition Director told the OCE that, at the West Des Moines, Iowa event, she gave a BFP intern, the intern’s mother, and her husband clip boards and sign-up sheets and asked them to sign up volunteers for BFP.²⁶⁵ She also gave them BFP literature and asked them to hand it out to the event attendees.²⁶⁶
206. The BFP Home School Coalition Director and her husband handed out BFP literature and signed up volunteers for BFP at the Council Bluffs, Iowa book signing event.²⁶⁷
207. The BFP Iowa Campaign Manager emailed several BFP Iowa staff members to inform them that another BFP staff member would be “helping with the signup” at the book signing event held in Sioux City, Iowa.²⁶⁸
208. In a November 26, 2011 email to the BFP Iowa Campaign Manager and other BFP staff, the BFP Home School Coalition Director reported that, at the West Des Moines book signing event, “Michele motioned to me in the middle of the book signing to ask if we were doing signup sheets. (She didn’t see them because our intern had already started at the head of the line before Michele got there and by then was at the end of the line, signing up new people as they arrived. But Michele definitely was asking if we were getting people signed up.)”²⁶⁹

²⁶² Email from BFP Home School Coalition Director to BFP Iowa Campaign Manager, Nov. 25, 2011 (Exhibit 58 at 13-1274_0338).

²⁶³ Email from BFP Iowa Campaign Manager to BFP Home School Coalition Director, Nov. 25, 2011 (Exhibit 58 at 13-1274_0338). In a 2011 Advisory Opinion, the Federal Election Commission was asked whether a federal candidate could collect email addresses of people who attended book signing and promotional events, for the purpose of soliciting campaign contributions in the future. See FEC Advisory Op. 2011-02 (Feb. 17, 2011). The FEC was unable to approve a response to this question by the required four votes. *Id.*

²⁶⁴ Email from BFP Iowa Deputy Campaign Manager to BFP Iowa Campaign Manager, *et al.*, Nov. 26, 2011 (Exhibit 59 at 13-1274_0340).

²⁶⁵ BFP Home School Coalition Director MOI (Exhibit 52 at 13-1274_0316).

²⁶⁶ *Id.*

²⁶⁷ *Id.*

²⁶⁸ Email from BFP Iowa Campaign Manager to BFP Iowa Staff, Nov. 27, 2011 (Exhibit 60 at 13-1274_0342).

²⁶⁹ Email from BFP Home School Coalition Director to BFP Iowa Campaign Manager, *et al.*, Nov. 26, 2011 (Exhibit 60 at 13-1274_0342).

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209. Photographs from the West Des Moines book signing event show Representative Bachmann and BFP campaign staff and volunteers handing out BFP signs and literature, as well as signing up campaign volunteers, at the event.



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210. Photographs from the Council Bluffs book signing event show Representative Bachmann and BFP campaign staff signing up campaign volunteers and handing out BFP signs at the event.



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²⁷⁰ BFP intern collecting BFP volunteer signup sheets. The photographs were provided to the OCE by the former BFP Evangelical Leader.

²⁷¹ Book signing attendee completing a BFP volunteer signup sheet.

²⁷² BFP volunteer with BFP literature.

²⁷³ BFP campaign signs at Rep. Bachmann's book signing table.

²⁷⁴ BFP Home School Coalition Director signing up BFP volunteers.

²⁷⁵ Rep. Bachmann with BFP campaign signs at the book signing event.

²⁷⁶ BFP Home School Coalition Director signing up BFP volunteers.

²⁷⁷ *Id.*

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211. Representative Bachmann told the OCE that she had no knowledge as to whether BFP campaign staff signed up campaign volunteers at book tour events.²⁷⁹ She said that, to her knowledge, campaign materials were not handed out at book tour events.²⁸⁰
212. When shown the photographs from the West Des Moines and Council Bluffs book signing events, Representative Bachmann said that she was focused on interacting with those attending the event and signing books and did not remember any campaign activity at the book signing events.²⁸¹
213. Mr. Nahigian told the OCE that he was not aware of any coordination of efforts by BFP staff to engage in campaign activities at Representative Bachmann's book signing events.²⁸² He said that if Iowa campaign staff members did engage in campaign activities at these events, it seemed like a "natural effort" that would be undertaken for any large gathering of people.²⁸³
214. Mr. Nahigian said that the campaign would not have had any presidential campaign materials inside of book signing events.²⁸⁴
215. When asked about photographs depicting campaign staff signing up volunteers, Mr. Nahigian stated that the activity was not being done inside the book signing event, but rather in the hallway.²⁸⁵ When asked about photographs depicting campaign signs and literature being handed out at the events, Mr. Nahigian said that attendees may have brought these materials themselves to be signed by Representative Bachmann.²⁸⁶
216. The Publisher's Director of Publicity told the OCE that the Publisher's representative traveling with Representative Bachmann during the Iowa portion of the book tour had told her that campaign activity was occurring at the book signing events.²⁸⁷ She said that she was told that at the start of the book tour stops, Representative Bachmann would say, "I'm Michele Bachmann and I'm running for President."²⁸⁸
217. The Director of Publicity also told the OCE that it was the plan to intersperse campaign events among the book tour events, and that there would be "down time" in various cities in which Representative Bachmann was free to do other activities.²⁸⁹
218. Mr. Nahigian told the OCE that he did not recall any campaign events interspersed among the book tour events.²⁹⁰ However, BFP Senior Policy Advisor Brett O'Donnell told the OCE that campaign events were interspersed among the book tour events.²⁹¹

²⁷⁸ Rep. Bachmann with BFP campaign signs at the book signing event.

²⁷⁹ Rep. Bachmann MOI (Exhibit 1 at 13-1274_0008).

²⁸⁰ *Id.* at 13-1274_0009.

²⁸¹ *Id.*

²⁸² BFP National Campaign Manager MOI (Exhibit 17 at 13-1274_0151).

²⁸³ *Id.*

²⁸⁴ *Id.*

²⁸⁵ *Id.*

²⁸⁶ *Id.*

²⁸⁷ Sentinel Publicity Director MOI (Exhibit 43 at 13-1274_0259).

²⁸⁸ *Id.*

²⁸⁹ *Id.* at 13-1274_0260.

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219. Representative Bachmann's schedule during the book tour indicates that, on December 2, 2011, she attended a fundraising event in Charlotte, North Carolina prior to her book signing event in Rock Hill, South Carolina.²⁹²
220. Representative Bachmann also had private meetings with state officials and others scheduled at or around book signing events, including a December 2, 2011 private meeting with a South Carolina state representative at the book store in which a book signing event was held.²⁹³
221. On December 4, 2011, Representative Bachmann had a private meeting with a South Carolina state senator.²⁹⁴ While the location of this meeting is listed as the "Campaign Bus,"²⁹⁵ Mr. Nahigian told the OCE that a bus paid for by the Publisher, not the BFP campaign bus, was used during the book tour.²⁹⁶
222. Based on the foregoing information, the Board finds that there is substantial reason to believe that Representative Bachmann used resources from her presidential campaign to promote her book in violation of federal campaign finance law and House rules.
223. Based on the foregoing information, the Board finds that there is substantial reason to believe that Representative Bachmann used promotional activities paid for by the Publisher of her book to promote her presidential campaign in violation of federal campaign finance laws and House rules.

V. CONCLUSION

224. The OCE Board recommends that the Committee on Ethics further review the allegation that Representative Bachmann may have violated federal campaign finance laws and House rules by using funds from her leadership PAC to support her presidential campaign, as there is substantial reason to believe that Representative Bachmann authorized, permitted, or failed to prevent, by not taking reasonable steps to ensure that her leadership PAC operated in compliance with federal campaign finance laws, the use of leadership PAC funds to compensate a campaign consultant for work he performed for her presidential campaign, resulting in a contribution from the leadership PAC to the presidential campaign in excess of the legal limit.

²⁹⁰ BFP National Campaign Manager MOI (Exhibit 17 at 13-1274_0151).

²⁹¹ BFP Senior Policy Advisor MOI (Exhibit 18 at 13-1274_0159).

²⁹² See Schedule for Rep. Michele Bachmann, Dec. 2, 2011 (Exhibit 44 at 13-1274_0275). In a 2011 Advisory Opinion, the Federal Election Commission was asked whether a federal candidate could host fundraising events in cities where a book publisher had paid the candidate's travel costs to promote his book. See FEC Advisory Op. 2011-02 (Feb. 17, 2011). The FEC was unable to approve a response to this question by the required four votes. *Id.*

²⁹³ Schedule for Rep. Michele Bachmann, Dec. 2, 2011 (Exhibit 44 at 13-1274_0276).

²⁹⁴ Schedule for Rep. Michele Bachmann, Dec. 4, 2011 (Exhibit 44 at 13-1274_0286). A handwritten notation on the schedule suggests that Representative Bachmann may have met with another South Carolina legislator.

²⁹⁵ *Id.*

²⁹⁶ BFP National Campaign Manager MOI (Exhibit 17 at 13-1274_0149).

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225. The OCE Board recommends that the Committee on Ethics dismiss the allegation that Representative Bachmann may have violated federal campaign finance laws and House rules by failing to disclose accurately payments to an Iowa State Senator for service as the Iowa state chairman of her presidential campaign, instead only disclosing payments to a campaign consultant who then conveyed the payments to the State Senator, as there is not substantial reason to believe that Representative Bachmann knew that the FEC disclosure reports filed by BFP were false. Because the evidence before the Board suggests that the FEC disclosure reports filed by BFP may not have accurately identified the Iowa State Senator as the true recipient of payments made by BFP, the Board voted to refer the information obtained during the course of its review of this allegation to the FEC.
226. The OCE Board recommends that the Committee on Ethics further review the allegation that Representative Bachmann may have violated federal campaign finance laws and House rules by using campaign resources to promote the sale of her book *Core of Conviction*, as there is substantial reason to believe that Representative Bachmann used resources from her presidential campaign to promote her book.
227. The OCE Board recommends that the Committee on Ethics further review the allegation that Representative Bachmann may have violated federal campaign finance laws and House rules by accepting an improper in-kind contribution to her presidential campaign from the publisher of her book, as there is substantial reason to believe that she used promotional book activities paid for by the publisher to promote her presidential campaign.

VI. INFORMATION THE OCE WAS UNABLE TO OBTAIN AND RECOMMENDATIONS FOR THE ISSUANCE OF SUBPOENAS

228. The following individuals or entities did not provide a Request for Information Certification, as required under OCE Rule 4(A)(2), when responding to Requests for Information, and were therefore determined to be non-cooperating witnesses:
 - (1) Representative Bachmann;
 - (2) Bachmann for President;
 - (3) Bachmann for Congress;
 - (4) MICHELE PAC;
 - (5) Keith Nahigian, former BFP National Campaign Manager;
 - (6) Brett O'Donnell, former BFP Senior Policy Advisor;
 - (7) James Pollack, former BFP National Finance Chairman; and
 - (8) David Polyansky, former BFP Deputy Campaign Manager.

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229. The following witness, by declining to provide documentary or testimonial evidence to the OCE, did not cooperate with the OCE's review:

(1) Guy Short, Director of MICHELE PAC, BFC Consultant, and former BFP National Political Director; and

(2) Kent Sorenson, Iowa State Senator and former BFP Iowa State Chairman;

230. The Board recommends the issuance of subpoenas to Mr. Short and Mr. Sorenson.

EXHIBIT 1

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Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

OFFICE OF CONGRESSIONAL ETHICS
UNITED STATES HOUSE OF REPRESENTATIVES

MEMORANDUM OF INTERVIEW

IN RE: Representative Michele Bachmann
REVIEW No(s): 13-1274
DATE: April 24, 2013
LOCATION: 2550 M Street, NW
Washington, DC 20037
TIME: 11:10 a.m. to 12:20 p.m. (approximate)
PARTICIPANTS: Scott Gast
Omar S. Ashmawy
Benjamin Wood, counsel to the witness
William McGinley, counsel to the witness

SUMMARY: The OCE requested an interview with the witness and he consented to an interview. The witness made the following statements in response to our questioning:

1. The witness was given an 18 U.S.C. § 1001 warning and consented to an interview. The witness signed a written acknowledgement of the warning, which will be placed in the case file in this review.
2. The witness is currently the U.S. Representative from Minnesota's 6th District.
3. The witness was asked about her leadership PAC, MICHELE PAC. She did not remember when the PAC was created, but recalled that it was after she was first elected to Congress.
4. Asked why the PAC was created, the witness stated that Guy Short, a political consultant to her congressional campaign, told her that it would be something good for her to create and that it would be helpful in getting like-minded individuals elected.
5. At Representative Bachmann's direction, Mr. Short established MICHELE PAC. According to Representative Bachmann, Mr. Short is in charge of the PAC and has been since its inception.
6. Asked about her level of involvement in the PAC's activities, the witness stated that she approves fundraising letters sent by the PAC. Prior to elections, at the disbursement stage, the witness gives final approval to candidate contributions made by the PAC.
7. Asked who approves other, non-campaign-contribution disbursements made by the PAC, the witness replied, "I assume Guy."
8. The witness said that she is not responsible for the hiring or firing of PAC employees or consultants. Mr. Short is responsible for those decisions.

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9. The witness did not know and could not remember if there was a formal consulting agreement between Mr. Short and MICHELE PAC. She only remembered “Guy saying he’d set everything up and take care of it. So I said go for it.”
10. When asked about Mr. Short’s compensation for work he performed for the PAC, the witness said that she “assumes” that Mr. Short is currently being paid \$5,000 per month from the PAC, but she was not sure if that had changed over time.
11. The witness never negotiated any compensation arrangements with Mr. Short. The witness repeated that Mr. Short had told her that he would set up the PAC and take care of it. The witness told the OCE, “I trusted him to run it.”
12. The witness said that no one negotiated with Mr. Short over his compensation from the PAC. Rather, Mr. Short’s compensation arrangements would have been left to him.
13. Asked who supervises Mr. Short’s work for MICHELE PAC, the witness said that Mr. Short supervises his own work on the PAC.
14. The witness did not remember when she met Mr. Short for the first time. She recalled that her congressional office was located in the Cannon building at the time she met Mr. Short; this is the first Congress in which her office is not in the Cannon building.
15. The witness said that Mr. Short had been the chief of staff for another Member of Congress when she first became aware of him. She said that Mr. Short had good references and a good reputation with other Members.
16. The witness said that she knew C&M Strategies to be Mr. Short’s business, but she did not know if anyone other than Mr. Short works for the firm or if he has any partners or employees. The witness did not know if C&M Strategies had clients other than the witness’ political committees.
17. According to the witness, Mr. Short served on her congressional staff “very briefly, very, very briefly,” but she did not recall when that was. He was hired to conduct a review of the office, including the office staff, budget, and constituent services. He had a good reputation for running an office and the witness was concerned about making sure her office was running efficiently. The witness thought he did a thorough, good job in conducting the review.
18. After Mr. Short finished the review of her congressional office, the witness spoke to Mr. Short about working on “the campaign side.” Mr. Short said he could be of assistance with fundraising, and the witness said that he has been.
19. The witness hired Mr. Short to work as a consultant for her congressional campaign, Bachmann for Congress (“BFC”), providing general campaign and fundraising advice. She could not recall when he was hired by BFC. The witness said that the decision to hire Mr. Short was hers.
20. Asked if Mr. Short had other duties with respect to BFC, the witness stated that she delegated campaign work to him. She hired him and she trusted him. All of his work has been good, so she felt comfortable leaving decisions in his hands.

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21. The witness did not remember if there was a formal consulting agreement between Mr. Short and BFC. She recalled that Mr. Short told her that his retainer fee would be \$7,500 per month and she believes that is what BFC paid him.
22. Asked about the frequency of her interaction with Mr. Short before launching her presidential campaign, the witness explained that if there was a campaign going on she would have more contact with him, mostly by telephone. Mr. Short would sometimes travel to Washington. If there was no campaign ongoing, the witness would have infrequent contact with him.
23. Immediately preceding the launch of the witness' presidential campaign, Mr. Short was doing what he had been doing before: working as a general consultant for BFC and running MICHELE PAC. The witness said he was doing good work and she had no reason to doubt him.
24. According to the witness, Mr. Short's role in her presidential campaign was to offer general campaign consulting services. The witness stated that she thought Mr. Short was also involved in fundraising for the presidential campaign.
25. The witness did not know if Mr. Short continued to work for BFC after he was retained by the presidential campaign. The witness believes he continued to work for MICHELE PAC.
26. The witness recalled that Mr. Short was later named the Bachmann for President ("BFP") National Political Director. When asked if Mr. Short's duties changed at the time he became National Political Director, the witness explained that what she did was hire a campaign manager, Ed Rollins, and that the campaign manager worked on forming a team and dealt with compensation. The witness stated: "That was not my area."
27. Asked again if Mr. Short's duties changed after being given the title, the witness said that she did not know. She did not know what his duties were because that was not her "function."
28. The witness explained that her campaign team made it clear to her from the beginning of the campaign that her job was to be the candidate, and if she focused on actually running the campaign, it would not work.
29. Asked who was on the campaign team she referenced, the witness stated that it was the group that was assembled. Asked who was part of this group, the witness said that she could not remember. She stated: "I can't remember. It was a big group."
30. The witness said that she did not know Mr. Short's compensation arrangements for his work with BFP. She said that she hired people to make hiring and compensation decisions. The witness stated that she assumed Mr. Rollins and his assistant, David Polyansky, would have made these decisions. The witness said she was not involved in hiring or compensation decisions.
31. The witness said that her campaign managers may have run names of potential campaign employees or consultants by her, but she did not remember. She repeated that it was their job to build a campaign team.
32. The witness stated that she has never had any conversations with Mr. Short about his compensation from BFP. She stated that she has not had any conversation with anyone about Mr. Short's compensation from BFP.

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

33. The witness stated that she has never had any conversation with Mr. Short about his compensation from MICHELE PAC. She “just trusted him.”
34. Asked if Mr. Short’s compensation arrangements with the PAC changed when he joined BFP, the witness stated that she did not know. She did not make that decision. Asked who did, the witness said that she assumed it was Mr. Short.
35. The witness said that she did not find Mr. Short to be a “greedy person,” and that she “deferred to his judgment” with respect to his compensation from both BFC and MICHELE PAC.
36. The witness said that she did not review invoices from or payments to C&M Strategies for MICHELE PAC during the presidential campaign, nor was she kept informed of invoices or payments. Asked who would have reviewed and approved the payment of invoices, the witness said that it would probably have been Mr. Short.
37. Asked about invoices from Mr. Short or his company to BFP, and payments made by BFP to Mr. Short or his company, the witness said that Mr. Short would have had conversations with the person to whom he reported. She said that she did know to whom Mr. Short reported.
38. The witness said she had no knowledge as to whether C&M Strategies was paid or not paid by BFP for November or December 2011.
39. Asked whether Mr. Short worked as a volunteer at the end of her presidential campaign, the witness said that she remembered him saying to her that he was going to volunteer in Iowa, that he was going to travel there, spend time there, and volunteer. She believes that he said this to her at some point in November or December 2011, late in the campaign leading up to the caucuses.
40. When asked why he was working as a volunteer, she said that he did so because he wanted her to win. When asked if Mr. Short was volunteering because BFP was running short of funds, the witness noted that hers was not the only campaign running out of money. She said that she was not involved in decisions about who was getting paid and who was not.
41. The witness said that Mr. Short did, in fact, go to Iowa, but she did not remember what he was doing at the time. She said that she does not remember interacting directly with him during this time. She explained that she was doing a 99 county tour through Iowa, and she does not believe Mr. Short traveled with her on this tour. She remembered scattered conversations with people about what Mr. Short was doing in Iowa.
42. The witness said that she never discussed alternative compensation arrangements with Mr. Short at this time. She said that they never discussed paying Mr. Short through MICHELE PAC.
43. During the presidential campaign, the witness did not know who reviewed payments from MICHELE PAC. She said that she did not review PAC disbursements and did not know who did. She did not know if Mr. Short was the person who reviewed payments made by the PAC.
44. The witness did not remember if there was a fundraising initiative planned for MICHELE PAC in December 2011. She said that there may have been such an initiative. She said that she did not make decisions about when or how to raise funds; that was Mr. Short’s expertise.

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

45. Asked if she approved any fundraising letters for MICHELE PAC in December 2011, the witness said that she may have, but that she did not remember. If she did review any such letters, she would have been handed the letter and asked to read and approve it.
46. Asked who had the authority to approve a fundraising project for MICHELE PAC in December 2011, the witness said, "Probably Guy." The witness said that she relied on Mr. Short and that this was his job.
47. The witness said that she was not aware of any payments made by MICHELE PAC to Mr. Short at the time the payments were made in December 2011. She explained that this was the height of the presidential campaign and she was conducting a 99 county tour of Iowa. She was fully engaged in the presidential campaign. She trusted people to do their jobs.
48. Asked if it would have been odd to focus on a MICHELE PAC fundraising initiative in December 2011, given everything that was going on with the presidential campaign, the witness said that it would have been odd for her to have had such a focus. Asked if it would have been odd for Mr. Short, she replied, "No, because I trusted Guy." She said he understood timing.
49. The witness first learned about the December 2011 payments from MICHELE PAC to Mr. Short some time after the FEC report including those payments was filed. She said she asked her campaign finance chairman James Pollack to review the matter.
50. The witness said that Mr. Pollack called her and told her that he thought it was odd that while Mr. Short had been getting monthly retainer payments from MICHELE PAC, there was a lump sum payment to Mr. Short in December 2011.
51. The witness did not remember when this occurred. Asked if it would have been after BFP's year-end Federal Election Commission ("FEC") report was filed, the witness said that she did not know how FEC filings worked.
52. Asked about her reaction when she learned of the payments to Mr. Short, the witness said, "I don't like any problems." She said that she told Mr. Pollack to make sure everything was ok, that everything was done right and reported right.
53. The witness said that Mr. Pollack looked into the payments and told her that it was fine. He said that Mr. Short had just "pushed" his retainer payments "together," either taking deferred compensation all at once or pre-paying himself for future work.
54. The witness said that Mr. Pollack told her that the issue was whether Mr. Short had been paid too much. He told her that Mr. Short had not been paid too much, but that he wished Mr. Short had not done it the way he had, because it was "odd." The witness said that they knew her campaign was being closely watched and wanted to avoid anything odd in campaign finance reports.
55. Asked how Mr. Pollack said he would resolve the matter, the witness said that Mr. Pollack told her that he would take care of it. Asked why Mr. Pollock would have said she was not happy about Mr. Short's payments, the witness said it was because she did not like problems.
56. The witness said that she does not recall any discussion with Mr. Short about the December 2011 payments from MICHELE PAC. The witness said that, after hearing from Mr. Pollack, she did

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

not think that Mr. Short had done anything wrong. She said that Mr. Pollack told her there was no problem, so she never called Mr. Short.

57. The witness said that she first met Iowa State Senator Kent Sorenson when he was introduced to her as a supporter of her presidential campaign, but she did not recall when that was. The witness said that she had no relationship with Mr. Sorenson prior to her presidential campaign.
58. The witness said that she did not know how Mr. Sorenson became involved with her presidential campaign.
59. Asked about Mr. Sorenson's role with her presidential campaign, the witness said that she thought he may have been called the chairman for Iowa. His duties were to generate more supporters in Iowa, specifically state legislators and people of influence.
60. That witness said that, to her knowledge, Mr. Sorenson was not compensated for his work for BFP. She stated that she was not, however, involved in anyone's compensation.
61. The witness said she had no conversations with Mr. Sorenson about his compensation.
62. The witness did not recall anyone telling her that Mr. Sorenson wanted to be compensated for his work on behalf of her presidential campaign.
63. The witness said that she was not aware of and did not remember any arrangement between C&M Strategies and Mr. Sorenson.
64. The witness was asked about a statement made by her former chief of staff Andy Parrish, that the witness knew of and approved of the payments to Mr. Sorenson. The witness said that she recently read about the statement, but that she did not recall any payments to Mr. Sorenson.
65. The witness said that it was possible that in Mr. Parrish's mind he remembers that he told her about Mr. Sorenson's compensation arrangement, but she did not remember him saying it to her. She again stated that she did not deal with compensation. It was not her role.
66. The witness said that she did not receive any advance for the publication of her book, *Core of Conviction*. She did not recall what arrangements were made with respect to book royalties. She did not direct that any royalties be paid to a charity.
67. The witness did not remember the terms of the book contract. She noted that the contract was a legal document, and she would have gone through it with her attorney. She did not recall the specific provisions of the contract.
68. The witness emphasized that she signed the book contract in her personal capacity, not in her capacity as a presidential candidate or Member of Congress.
69. The witness said that it was up to Penguin, the book publisher, to arrange for a book tour to promote the book. The witness recalled that the publisher hired vendors to do some of the book tour work, and that at every stop there was a representative from Penguin or a vendor. The witness said that her role was to show up, sit in a chair, and sign books.

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

70. Asked who from BFP worked on the book tour, the witness replied, “Nobody.”
71. Asked if any BFP staff member served as a liaison from the presidential campaign to the publisher, the witness said no, that the presidential campaign was kept separate and the only crossover would have been for scheduling.
72. The witness said that her campaign did not end because she was on a book tour. She said that she still had to work on her presidential campaign, but that it was “completely separate.” She said that they were very careful about that.
73. Regarding the expenses of the book tour, the witness said that they were handled by Penguin as it was their tour and they had to pay for “everything,” while the campaign paid for campaign expenses. This was the same separation for campaign staff and publishing staff.
74. The witness said that she and her staff sought guidance from the House Ethics Committee “every step of the way.” Asked if written guidance was provided, the witness stated that she had to defer to her attorney as to what was received and what was not received. She did not speak with the House Committee on Ethics – that would have been her lawyer.
75. The list of people traveling on the bus with the witness during the book tour changed every day. She recalled that someone from Penguin was on the bus, but members of her campaign team traveled on the bus as well, because campaign work may have come up during the tour.
76. According to the witness, the campaign staff members who usually traveled with her were BFP press secretary Alice Stewart and campaign manager Keith Nahigian, and maybe advisor Brett O’Donnell, but she could not say for sure as it would change. She could not say with certainty who was on the bus at any given time.
77. The witness said that BFP staff members were not used to staff any book signing events. She noted that campaign staff would stand around because the media was always around at these events. As a result, the witness had to have staff available to interface with the media.
78. The witness was not aware of any campaign staff being reimbursed by the campaign for expenses relating to a book tour event. She said that she did not deal with those issues.
79. The witness said she had no knowledge as to whether campaign email lists were used to promote book tour events. Her directive to her campaign staff was to follow the law.
80. The witness said she had no knowledge as to whether campaign staff signed up volunteers at book tour events. She was shown an email from a campaign staff member, in which the staff member stated: “Michele motioned to me in the middle of the book signing to ask if we were doing signup sheets.... But Michele definitely was asking if we were getting people signed up.”
81. The witness did not remember having a conversation with the campaign staff member who sent this email. After reviewing the email, the witness said that she did not recall any campaign staff signing up volunteers at book signing events.

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

82. The witness said that, to her knowledge, BFP campaign literature and signs were not handed out at book tour events. She was shown a series of photographs from two of the book signing events, depicting signs and literature at the book tour events.
83. The witness said that she did not recall seeing anything depicted in the photos during the book tour. She said that her focus was on interacting with people and signing books, adding that the events “move fast.”
84. The witness said that she did not remember if campaign events were interspersed among book tour events. She noted that the book tour was pretty compact.
85. The witness said that she had to conduct campaign business on the book tour bus. She said that they had campaign cars that followed the book tour bus with campaign staff driving them. People cycled in and out of the bus, between the cars and the bus.

This memorandum was prepared on April 30, 2013 after the interview was conducted on April 24, 2013. I certify that this memorandum contains all pertinent matter discussed with the witness on April 24, 2013.

Omar S. Ashmawy
Staff Director and Chief Counsel

EXHIBIT 2



Colorado Secretary of State
 Date and Time: 06/03/2010 03:22 PM
 ID Number: 20101318418

Document must be filed electronically.
 Paper documents will not be accepted.
 Document processing fee
 Fees & forms/cover sheets
 are subject to charge.
 To access other information or print
 copies of filed documents,
 visit www.sos.state.co.us and
 select Business Center.

\$50.00

Document number: 20101318418
 Amount Paid: \$50.00

RESERVED SPACE FOR OFFICE USE ONLY

Articles of Incorporation for a Profit Corporation
 filed pursuant to § 7-102-101 and § 7-102-102 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name for the corporation is

C&M Strategies, Inc.

(The name of a corporation must contain the term or abbreviation "corporation", "incorporated", "company", "limited", "corp.", "inc.", "co." or "ltd.". See §7-90-601, C.R.S. If the corporation is a professional or special purpose corporation, other law may apply.)

(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)

2. The principal office address of the corporation's initial principal office is

Street address

1617 Parkdale Circle North

(Street number and name)

Erie

(City)

CO

(State)

80516

(ZIP Postal Code)

United States

(Country)

(Province - if applicable)

Mailing address

(Leave blank if same as street address)

(Street number and name or Post Office Box information)

(City)

(State)

(ZIP Postal Code)

(Province - if applicable)

(Country)

3. The registered agent name and registered agent address of the corporation's initial registered agent are

Name

(if an individual)

Short

(Last)

Guy

(First)

(Middle)

(Suffix)

OR

(if an entity)

(Caution: Do not provide both an individual and an entity name.)

Street address

1617 Parkdale Circle North

(Street number and name)

Erie

(City)

CO

(State)

80516

(ZIP Postal Code)

Mailing address
(leave blank if same as street address) _____
(Street number and name or Post Office Box information)

_____ CO _____
(City) (State) (ZIP/Postal Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent above has consented to being so appointed.

4. The true name and mailing address of the incorporator are

Name
(if an individual) Arrington Barry
(Last) (First) (Middle) (Suffix)

OR

(if an entity)
(Caution: Do not provide both an individual and an entity name.)

Mailing address 7340 E Caley Ave
(Street number and name or Post Office Box information)

Suite 360

Centennial CO 80111
(City) (State) (ZIP/Postal Code)

United States
(Province – if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The corporation has one or more additional incorporators and the name and mailing address of each additional incorporator are stated in an attachment.

5. The classes of shares and number of shares of each class that the corporation is authorized to issue are as follows.

(If the following statement applies, adopt the statement by marking the box and enter the number of shares.)

The corporation is authorized to issue 100,000 common shares that shall have unlimited voting rights and are entitled to receive the net assets of the corporation upon dissolution.

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

Additional information regarding shares as required by section 7-106-101, C.R.S., is included in an attachment.

(Caution: At least one box must be marked. Both boxes may be marked, if applicable.)

6. *(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains additional information as provided by law.

7. *(Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)*

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are _____
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

8. The true name and mailing address of the individual causing the document to be delivered for filing are

Arrington	Barry		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
7340 E Caley Ave			
<small>(Street number and name or Post Office Box information)</small>			
Suite 360			
<small>(Street number and name or Post Office Box information)</small>			
Centennial	CO	80111	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
	United States		
<small>(Province – if applicable)</small>	<small>(Country)</small>		

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

- This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

Disclaimer:

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

FIRST: The corporation shall have and may exercise all of the rights, powers and privileges now or hereafter conferred upon corporations organized under the laws of Colorado. In addition, the corporation may do everything necessary, suitable or proper for the accomplishment of any of its corporate purposes. The corporation may conduct part or all of its business in any part of Colorado, the United States or the world and may hold, purchase, mortgage, lease and convey real and personal property in any of such places.

SECOND: (a) The aggregate number of shares which the corporation shall have authority to issue is 100,000 shares of no par value common stock. The shares of this class of common stock shall have unlimited voting rights and shall constitute the sole voting group of the corporation, except to the extent any additional voting group or groups may hereafter be established in accordance with the Colorado Business Corporation Act. The shares of this class shall also be entitled to receive the net assets of the corporation upon dissolution.

(b) Each shareholder of record shall have one vote for each share of stock standing in his name on the books of the corporation and entitled to vote, except that in the election of directors each shareholder shall have as many votes for each share held by him as there are directors to be elected and for whose election the shareholder has a right to vote. Cumulative voting shall not be permitted in the election of directors or otherwise.

(c) Unless otherwise ordered by a court of competent jurisdiction, at all meetings of shareholders one-third of the shares of a voting group entitled to vote at such meeting, represented in person or by proxy, shall constitute a quorum of that voting group.

THIRD: The number of directors of the corporation shall be fixed by the bylaws, or if the bylaws fail to fix such a number, then by resolution adopted from time to time by the board of directors, provided that the number of directors shall not be less than the minimum number required by law.

FOURTH: The following provisions are inserted for the management of the business and for the conduct of the affairs of the corporation, and the same are in furtherance of and not in limitation or exclusion of the powers conferred by law.

(a) **Conflicting Interest Transactions.** As used in this paragraph, conflicting interest transaction means any of the following: (i) a loan or other assistance by the corporation to a director of the corporation or to an entity in which a director of the corporation is a director or officer or has a financial interest; (ii) a guaranty by the corporation of an obligation of a director of the corporation or of an obligation of an entity in which a director of the corporation is a director or officer or has a financial interest; or (iii) a contract or transaction between the corporation and a director of the corporation or between the corporation and an entity in which a director of the corporation is a director or officer or has a financial interest. No conflicting interest transaction shall be void or voidable, be enjoined, be set aside, or give rise to an award of damages or other sanctions in a proceeding by a shareholder or by or in the right of the corporation, solely because the conflicting interest transaction involves a director of the corporation or an entity in which a director of the corporation is a director or officer or has a financial interest, or solely because the director is present at or participates in the meeting of the corporation's board of directors or of the committee of the board of directors which authorizes, approves or ratifies a conflicting interest transaction, or solely because the director's vote is counted for such purpose if: (A) the material facts as to the director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the board of directors or the committee, and the board of directors or committee in good faith authorizes, approves or ratifies the conflicting interest transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors are less than a quorum; or (B) the material facts as to the director's relationship or interest and as to the conflicting interest transaction are disclosed or are known to the shareholders entitled to vote thereon, and the conflicting interest transaction is specifically authorized, approved or ratified in good faith by a vote of the shareholders; or (C) a conflicting interest transaction is fair as to the corporation as of the time it is authorized, approved or ratified by the board of directors, a committee thereof, or the shareholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the board of directors or of a committee which authorizes, approves or ratifies the conflicting interest transaction.

(b) **Loans and Guaranties for the Benefit of Directors.** Neither the board of directors nor any committee thereof shall authorize a loan by the corporation to a director of the corporation or to an entity in which a director of the corporation is a director or officer or has a financial interest, or a guaranty by the corporation of an obligation of a director of

the corporation or of an obligation of an entity in which a director of the corporation is a director or officer or has a financial interest, until at least ten days after written notice of the proposed authorization of the loan or guaranty has been given to the shareholders who would be entitled to vote thereon if the issue of the loan or guaranty were submitted to a vote of the shareholders. The requirements of this paragraph (b) are in addition to, and not in substitution for, the provisions of paragraph (a) of Article FOURTH.

(c) Indemnification. The corporation shall indemnify, to the maximum extent permitted by law, any person who is or was a director, officer, agent, fiduciary or employee of the corporation against any claim, liability or expense arising against or incurred by such person made party to a proceeding because he is or was a director, officer, agent, fiduciary or employee of the corporation or because he is or was serving another entity or employee benefit plan as a director, officer, partner, trustee, employee, fiduciary or agent at the corporations request. The corporation shall further have the authority to the maximum extent permitted by law to purchase and maintain insurance providing such indemnification.

(d) Limitation on Directors Liability. No director of this corporation shall have any personal liability for monetary damages to the corporation or its shareholders for breach of his fiduciary duty as a director, except that this provision shall not eliminate or limit the personal liability of a director to the corporation or its shareholders for monetary damages for: (i) any breach of the directors duty of loyalty to the corporation or its shareholders; (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) voting for or assenting to a distribution in violation of Colorado Revised Statutes § 7-106-401 or the articles of incorporation if it is established that the director did not perform his duties in compliance with Colorado Revised Statutes § 7-108-401, provided that the personal liability of a director in this circumstance shall be limited to the amount of the distribution which exceeds what could have been distributed without violation of Colorado Revised Statutes § 7-106-401 or the articles of incorporation; or (iv) any transaction from which the director directly or indirectly derives an improper personal benefit. Nothing contained herein will be construed to deprive any director of his right to all defenses ordinarily available to a director nor will anything herein be construed to deprive any director of any right he may have for contribution from any other director or other person.

(e) Negation of Equitable Interests in Shares or Rights. Unless a person is recognized as a shareholder through procedures established by the corporation pursuant to Colorado Revised Statutes § 7-107-204 or any similar law, the corporation shall be entitled to treat the registered holder of any shares of the corporation as the owner thereof for all purposes permitted by the Colorado Business Corporation Act, including without limitation all rights deriving from such shares, and the corporation shall not be bound to recognize any equitable or other claim to, or interest in, such shares or rights deriving from such shares on the part of any other person including without limitation, a purchaser, assignee or transferee of such shares, unless and until such other person becomes the registered holder of such shares or is recognized as such, whether or not the corporation shall have either actual or constructive notice of the claimed interest of such other person. By way of example and not of limitation, until such other person has become the registered holder of such shares or is recognized pursuant to Colorado Revised Statutes § 7-107-204 or any similar applicable law, he shall not be entitled: (i) to receive notice of the meetings of the shareholders; (ii) to vote at such meetings; (iii) to examine a list of the shareholders; (iv) to be paid dividends or other distributions payable to shareholders; or (v) to own, enjoy and exercise any other rights deriving from such shares against the corporation. Nothing contained herein will be construed to deprive any beneficial shareholder, as defined in Colorado Revised Statutes § 7-113-101(1), of any right he may have pursuant to Article 113 of the Colorado Business Corporation Act or any subsequent law.

EXHIBIT 3

FEC FORM 3

REPORT OF RECEIPTS AND DISBURSEMENTS

For An Authorized Committee

Office Use Only

1. NAME OF COMMITTEE (in full)

USE FEC MAILING LABEL OR TYPE OR PRINT

Example: If typing, type over the lines

Bachmann for Congress

ADDRESS (number and street)

PO Box 25950

Check if different than previously reported. (ACC)

Woodbury

MN

55125

0950

2. FEC IDENTIFICATION NUMBER

CITY

STATE

ZIP CODE

STATE DISTRICT

C00410118

3. IS THIS REPORT

NEW (N)

OR

AMENDED (A)

MN

06

4. TYPE OF REPORT (Choose One)

(a) Quarterly Reports:

April 15 Quarterly Report (Q1)

July 15 Quarterly Report (Q2)

October 15 Quarterly Report (Q3)

January 31 Year-End Report (YE)

Termination Report (TER)

(b) 12-Day PRE-Election Report for the:

Primary (12P)

General (12G)

Runoff (12R)

Convention (12C)

Special (12S)

Election on

08

10

2010

in the State of

MN

(c) 30-Day POST-Election Report for the:

General (30G)

Runoff (30R)

Special (30S)

Election on

in the State of

5. Covering Period

07

01

2010

through

07

21

2010

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer

Daniel Puhl

Signature of Treasurer

Electronically Filed by Daniel Puhl

Date

05

18

2011

NOTE : Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 2 U.S.C 437g.

Office Use Only

FEC FORM 3 (Revised 02/2003)

FE5AN018

SUMMARY PAGE

of Receipts and Disbursements

FEC Form 3 (Revised 02/2003)

Write or Type Committee Name

Bachmann for Congress

Report Covering the Period:

From:

To:

	COLUMN A This Period	COLUMN B Election Cycle-to-Date
6. Net Contributions (other than loans)		
(a) Total Contributions (other than loans) (from Line 11(e)).....	493566.51	4544841.11
(b) Total Contribution Refunds (from Line 20(d)).....	100.00	29410.00
(c) Net Contributions (other than loans) (subtract Line 6(b) from Line 6(a)).....	493466.51	4515431.11
7. Net Operating Expenditures		
(a) Total Operating Expenditures (from Line 17).....	435558.44	2317784.74
(b) Total Offsets to Operating Expenditures (from Line 14).....	1044.53	32831.21
(c) Net Operating Expenditures (subtract Line 7(b) from Line 7(a)).....	434513.91	2284953.53
8. Cash on Hand at Close of Reporting Period (from Line 27).....	2461434.07	
9. Debts and Obligations Owed TO the Committee (Itemize all on Schedule C and/or Schedule D).....	0.00	
10. Debts and Obligations Owed BY the Committee (Itemize all on Schedule C and/or Schedule D).....	0.00	

For further information contact:

Federal Election Commission
 999 E Street, NW
 Washington, DC 20463
 Toll Free 800-424-9530
 Local 202-694-1100

DETAILED SUMMARY PAGE
of Receipts

FEC Form 3 (Revised 12/2003)

Write or Type Committee Name
Bachmann for Congress

Report Covering the Period: From: To:

I. RECEIPTS	COLUMN A Total This Period	COLUMN B Election Cycle-to-Date
11. CONTRIBUTIONS (other than loans) FROM:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	153684.41	253284.41
(ii) Unitemized.....	318232.10	3932538.99
(iii) TOTAL of contributions from individuals..... ▶	471916.51	4185823.40
(b) Political Party Committees.....	0.00	475.00
(c) Other Political Committees (such as PACS).....	21650.00	358542.71
(d) The Candidate.....	0.00	0.00
(e) TOTAL CONTRIBUTIONS (other than loans) (add Lines 11(a)(iii), (b), (c), and (d))	493566.51	4544841.11
12. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES.....	0.00	99600.00
13. LOANS		
(a) Made or Guaranteed by the Candidate.....	0.00	0.00
(b) All Other Loans.....	0.00	0.00
(c) TOTAL LOANS (add Lines 13(a) and (b)).....	0.00	0.00
14. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.).....	1044.53	32831.21
15. OTHER RECEIPTS (Dividends, Interest, etc.).....	0.00	6843.74
16. TOTAL RECEIPTS (add Lines 11(e), 12, 13(c), 14, and 15) (Carry Total to Line 24, page 4)..... ▶	494611.04	4684116.06

DETAILED SUMMARY PAGE
of Disbursements

II. DISBURSEMENTS	COLUMN A Total This Period	COLUMN B Election Cycle-to-Date
17. OPERATING EXPENDITURES.....	435558.44	2317784.74
18. TRANSFERS TO OTHER AUTHORIZED COMMITTEES.....	0.00	0.00
19. LOAN REPAYMENTS:		
(a) Of Loans Made or Guaranteed by the Candidate.....	0.00	0.00
(b) Of all Other Loans.....	0.00	0.00
(c) TOTAL LOAN REPAYMENTS (add Lines 19(a) and (b)).....	0.00	0.00
20. REFUNDS OF CONTRIBUTIONS TO:		
(a) Individuals/Persons Other Than Political Committees.....	100.00	10560.00
(b) Political Party Committees.....	0.00	4800.00
(c) Other Political Committees (such as PACs).....	0.00	14050.00
(d) TOTAL CONTRIBUTION REFUNDS (add Lines 20(a), (b), and (c)).....	100.00	29410.00
21. OTHER DISBURSEMENTS.....	0.00	1000.00
22. TOTAL DISBURSEMENTS (add Lines 17, 18, 19(c), 20(d), and 21) ▶	435658.44	2348194.74

III. CASH SUMMARY

23. CASH ON HAND AT BEGINNING OF REPORTING PERIOD.....	2402481.47
24. TOTAL RECEIPTS THIS PERIOD (from Line 16, page3).....	494611.04
25. SUBTOTAL (add Line 23 and Line 24).....	2897092.51
26. TOTAL DISBURSEMENTS THIS PERIOD (from Line 22).....	435658.44
27. CASH ON HAND AT CLOSE OF REPORTING PERIOD (subtract Line 26 from Line 25).....	2461434.07

**SCHEDULE B (FEC Form 3)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 17	<input type="checkbox"/> 18	<input type="checkbox"/> 19a	<input type="checkbox"/> 19b
<input type="checkbox"/> 20a	<input type="checkbox"/> 20b	<input type="checkbox"/> 20c	<input type="checkbox"/> 21

Any Information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee

NAME OF COMMITTEE (In Full)
Bachmann for Congress

A.

Full Name (Last, First, Middle Initial)
Pinnacle Direct

Transaction ID: B-E-111473
Date of Disbursement

Mailing Address 15260 113th Street N

M	M	/	D	D	/	Y	Y	Y	Y
0	7		0	1		2	0	1	0

City Stillwater State MN Zip Code 55082-9575

Amount of Each Disbursement this Period

Purpose of Disbursement
Direct Mail

001
Category/ Type

1692.30

Candidate Name

Office Sought: House Senate President
Disbursement For: 2010 Primary General Other (specify) ▼

State: District:

B.

Full Name (Last, First, Middle Initial)
Andrew Stakston

Transaction ID: B-S-2146
Date of Disbursement

Mailing Address [REDACTED]

M	M	/	D	D	/	Y	Y	Y	Y
0	7		2	0		2	0	1	0

City Woodbury State MN Zip Code 55125-8606

Amount of Each Disbursement this Period

Purpose of Disbursement
Transportation- Milage

002
Category/ Type

36.54

Candidate Name

Office Sought: House Senate President
Disbursement For: 2010 Primary General Other (specify) ▼

State: District:

[MEMO ITEM]
Subitemization of Andrew Stakston(07/20/10)

C.

Full Name (Last, First, Middle Initial)
C & M Strategies

Transaction ID: B-E-111573
Date of Disbursement

Mailing Address 1617 Parkside Cir N

M	M	/	D	D	/	Y	Y	Y	Y
0	7		2	0		2	0	1	0

City Erie State CO Zip Code 80516

Amount of Each Disbursement this Period

Purpose of Disbursement
Fundraising Consulting

001
Category/ Type

3000.00

Candidate Name

Office Sought: House Senate President
Disbursement For: 2010 Primary General Other (specify) ▼

State: District:

SUBTOTAL of Disbursements This Page (optional)

4692.30

TOTAL This Period (last page this line number only)

--

EXHIBIT 4

FEC
FORM 1

STATEMENT OF
ORGANIZATION

Office Use Only

1. NAME OF
COMMITTEE (in full)

(Check if name
is changed)

Example: If typing, type
over the lines.

12FE4M5

MichellePAC

ADDRESS (number and street)

PO Box 25

(Check if address
is changed)

CITY

STATE

ZIP CODE

COMMITTEE'S E-MAIL ADDRESS (Please provide only one e-mail address)

(Check if address
is changed)

██████████@arringtonpc.com

COMMITTEE'S WEB PAGE ADDRESS (URL)

(Check if address
is changed)

www.michellepac.net

2. DATE

07 ' 14 ' 2010

3. FEC IDENTIFICATION NUMBER

C

4. IS THIS STATEMENT



NEW (N)

OR



AMENDED (A)

I certify that I have examined this Statement and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer

Barry Arrington

Signature of Treasurer

Barry Arrington

Date

07 ' 14 ' 2010

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Statement to the penalties of 2 U.S.C. §437g.

ANY CHANGE IN INFORMATION SHOULD BE REPORTED WITHIN 10 DAYS.

Office
Use
Only

For further information contact:
Federal Election Commission
Toll Free 800-424-9530
Local 202-694-1100

FEC FORM 1
(Revised 02/2009)

5. TYPE OF COMMITTEE

Candidate Committee:

- (a) This committee is a principal campaign committee. (Complete the candidate information below.)
- (b) This committee is an authorized committee, and is NOT a principal campaign committee. (Complete the candidate information below.)

Name of Candidate _____

Candidate Party Affiliation Office Sought: House Senate President State District

- (c) This committee supports/opposes only one candidate, and is NOT an authorized committee.

Name of Candidate _____

Party Committee:

- (d) This committee is a (National, State or subordinate) committee of the (Democratic, Republican, etc.) Party.

Political Action Committee (PAC):

- (a) This committee is a separate segregated fund. (Identify connected organization on line 6.) Its connected organization is a:
 - Corporation Corporation w/o Capital Stock Labor Organization
 - Membership Organization Trade Association Cooperative
 - In addition, this committee is a Lobbyist/Registrant PAC.
- (f) This committee supports/opposes more than one Federal candidate, and is NOT a separate segregated fund or party committee. (i.e., nonconnected committee)
 - In addition, this committee is a Lobbyist/Registrant PAC.
 - In addition, this committee is a Leadership PAC. (Identify sponsor on line 6.)

Joint Fundraising Representative:

- (g) This committee collects contributions, pays fundraising expenses and disburses net proceeds for two or more political committees/organizations, at least one of which is an authorized committee of a federal candidate.
- (h) This committee collects contributions, pays fundraising expenses and disburses net proceeds for two or more political committees/organizations, none of which is an authorized committee of a federal candidate.

Committees Participating in Joint Fundraiser

1. _____ FEC ID number C _____

2. _____ FEC ID number C _____

3. _____ FEC ID number C _____

4. _____ FEC ID number C _____

8896505001

Write or Type Committee Name

MichellePAC

6. Name of Any Connected Organization, Affiliated Committee, Joint Fundraising Representative, or Leadership PAC Sponsor

Bachmann for Congress

Mailing Address

PO Box 25950

Woodbury

CITY

MN

STATE

55125

ZIP CODE

Relationship: Connected Organization Affiliated Committee Joint Fundraising Representative Leadership PAC Sponsor

7. Custodian of Records: Identify by name, address (phone number -- optional) and position of the person in possession of committee books and records.

Full Name

Barry Arrington

Mailing Address

7340 E. Caley Avenue

Suite 360

Centennial

CITY

CO

STATE

80011

ZIP CODE

Title or Position

Treasurer

Telephone number

303

232

8. Treasurer: List the name and address (phone number -- optional) of the treasurer of the committee; and the name and address of any designated agent (e.g., assistant treasurer).

Full Name of Treasurer

Barry Arrington

Mailing Address

7340 E. Caley Avenue

Suite 360

Centennial

CITY

CO

STATE

80011

ZIP CODE

Title or Position

Treasurer

Telephone number

303

232

10030393689

Full Name of Designated Agent

Alliance Bank

Mailing Address

55 East 5th Street

Suite 115

Saint Paul

MN

55104

CITY

STATE

ZIP CODE

Title or Position

Telephone number

9. Banks or Other Depositories: List all banks or other depositories in which the committee deposits funds, holds accounts, rents safety deposit boxes or maintains funds.

Name of Bank, Depository, etc.

Mailing Address

CITY

STATE

ZIP CODE

Name of Bank, Depository, etc.

Mailing Address

CITY

STATE

ZIP CODE

To print and file this form, select "Print" from the "File" menu above. In the "Print" window, select "Document" from the drop down menu labeled "Comments and Forms" Doing so will ensure that the icons and other instructions will not appear on your filing. Click here for a video printing demonstration.

10030393690

EXHIBIT 5

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

OFFICE OF CONGRESSIONAL ETHICS
UNITED STATES HOUSE OF REPRESENTATIVES

MEMORANDUM OF INTERVIEW

IN RE: Former Chief of Staff to Representative Bachmann
REVIEW No(s): 13-1274
DATE: March 28, 2013
LOCATION: 225 Third Avenue S.
Minneapolis, MN
TIME: 10:10 AM to 12:05 PM (approximate)
PARTICIPANTS: Scott Gast
Kedric Payne
John Gilmore, counsel to the witness

SUMMARY: The OCE requested an interview with the witness and he consented to an interview. The OCE requested a brief follow-up interview by telephone, and the witness consented to the follow-up interview, which occurred on April 23, 2013. The witness made the following statements in response to our questioning:

1. The witness was given an 18 U.S.C. § 1001 warning and consented to an interview. The witness signed a written acknowledgement of the warning, which will be placed in the case file in this review.
2. The witness is currently engaged in public affairs and political consulting through a firm he founded in 2012, Midwest Public Affairs.
3. In 2005, the witness served as a volunteer for Rep. Michele Bachmann's first campaign for the U.S. House of Representatives. He later took over as the campaign manager, running the campaign through the election in November 2006.
4. From January 2007 to April 2008, the witness served as the Director of Outreach in Rep. Bachmann's congressional district office. His duties included representing Rep. Bachmann in meetings and events in the district when Rep. Bachmann was not available. In this position, the witness had daily interactions with Rep. Bachmann.
5. In 2008, the witness took a job with the American Association for Retired Persons ("AARP") in Minnesota, which he held until August 2010.
6. In August 2010, the witness returned to Rep. Bachmann's congressional office, serving as her Chief of Staff. He was based in Minnesota.
7. In early 2011, the witness began working on a potential presidential campaign by Rep. Bachmann. He was retained part-time by Rep. Bachmann's leadership PAC, MICHELE PAC, from April to June 2011, to work on preparations for a presidential campaign.

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

8. In June 2011, the witness left Rep. Bachmann's congressional office and moved to Iowa to work fulltime on Rep. Bachmann's presidential campaign, managing the efforts to win the Iowa presidential straw poll.
9. The witness said that while he was employed by the presidential campaign, he was paid entirely by the presidential campaign. He said it would be "dicey" to get paid by both the presidential campaign and the leadership PAC, so he made sure not to do it.
10. In October 2011, the witness left the Bachmann presidential campaign and returned to Rep. Bachmann's congressional office, where he served as Director of Outreach. At the same time, he was retained part-time by Rep. Bachmann's leadership PAC. He held both positions until he left Rep. Bachmann's organization in February 2012.
11. The witness said that the first discussions about a potential presidential campaign by Rep. Bachmann occurred in January 2011, and began to get more serious in April 2011.
12. The witness was shown an email from him to Iowa State Senator Kent Sorenson, dated April 19, 2011, in which the witness directs: "Please offer Wes as [sic] job as a consult to MichelePAC \$3666.67/month (44k/year)..." The witness explained that this referred to Wes Enos, an Iowa political activist who had worked with Mr. Sorenson in the past.
13. The witness stated that MICHELE PAC began to "snap up," or retain as political consultants, individuals in key presidential states, including Iowa, New Hampshire, and South Carolina, in May-June 2011. The individuals were retained by the PAC to promote the PAC, Rep. Bachmann, and the conservative ideals endorsed by Rep. Bachmann. These consultants later worked for the Bachmann for President campaign ("BFP").
14. The witness said that the PAC was careful to instruct these consultants not to mix PAC and campaign activities while working for the PAC. For example, the witness indicated that the consultants were told not to carry any material that promoted Rep. Bachmann as a candidate.
15. The witness began working for BFP as Senior Political Advisor to National Campaign Manager Ed Rollins. He was to act as Mr. Rollins' "ear on the ground" in Iowa. As one of the first BFP employees, he was also responsible for the logistics of setting up the Iowa operation.
16. The witness said he had daily interactions with Rep. Bachmann from April to June 2011. After the BFP campaign officially started in mid-June 2011, he gave control of the presidential campaign over to Mr. Rollins and Mr. Short. According to the witness, after June 2011, Rep. Bachmann had daily interactions with BFP senior advisors Keith Nahigian, Brett O'Donnell, and Guy Short.
17. The witness said that Rep. Bachmann had a high level of supervision over the BFP activities, including vendor hiring, scheduling, and media. The witness said that Rep. Bachmann would approve the hiring of vendors and vendor compensation, and that she would be aware of major disbursements by the campaign. The witness described Rep. Bachmann as a "micromanager" when it came to the BFP operations.

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

18. The witness said he left BFP after he was told, at the end of September, that the campaign could no longer afford to pay him. He was told this by Mr. Nahigian and Rep. Bachmann.
19. The witness believes that Rep. Bachmann first met Mr. Short when he was serving as the Chief of Staff to former Rep. Marilyn Musgrave. He believes that Rep. Bachmann wanted Mr. Short to serve as her congressional chief of staff, but he did not want that position. Instead, Mr. Short came on as a political consultant to Rep. Bachmann.
20. The witness said that Mr. Short had been retained by Rep. Bachmann's congressional office in approximately June 2010 to do an assessment of the strengths and weaknesses of Rep. Bachmann's congressional staff. He first met Mr. Short when Mr. Short reached out to the witness to ask him to rejoin Rep. Bachmann's congressional staff (which he did in August 2010).
21. The witness described the relationship between Mr. Short and Rep. Bachmann as "pretty close."
22. According to the witness, Mr. Short provides Rep. Bachmann with general political consulting, with a focus on fundraising. The witness is not aware of any other clients that Mr. Short has other than Rep. Bachmann's political committees.
23. The witness said that that Mr. Short's consulting firm, C&M Strategies, had been retained by the Bachmann for Congress campaign ("BFC") in 2010. According to the witness, the firm was paid \$7,500 per month for Mr. Short's services. The witness said that Rep. Bachmann approved Mr. Short's hiring and compensation.
24. The witness may have approved the payment of invoices submitted by C&M Strategies, but he could not be sure. He did not recall any special payments to Mr. Short or C&M Strategies, other than the retainer payments paid to the firm.
25. The witness stated that Mr. Short also served as Vice President of Wiland Direct, which he described as a mailing list broker. The witness believes Mr. Short joined this firm after his service on former Rep. Musgrave's congressional staff.
26. According to the witness, MICHELE PAC was created in July 2010 with the involvement of Mr. Short, attorney Barry Arrington, and Rep. Bachmann. The witness said that he was not involved in the creation of the PAC.
27. The witness stated that, from its creation, Mr. Short was responsible for running MICHELE PAC. Mr. Short told everyone that he directed the PAC. The witness and Mr. Short would have regular discussions about the activities of the PAC. The witness said that Rep. Bachmann had a high level of involvement in the PAC's affairs.
28. The witness said that Mr. Short was responsible for the coordination of fundraising efforts by MICHELE PAC.
29. According to the witness, Mr. Short was responsible for approving the payment of invoices submitted to MICHELE PAC, including invoices submitted by his own firm.

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

30. The witness stated that when BFP retained Mr. Short, through C&M Consulting, to work on the presidential campaign, Mr. Short wanted to be paid \$20,000 per month. David Polyansky, the BFP Deputy Campaign Manager, and other senior presidential campaign officials would not agree to pay Mr. Short that much.
31. The witness believes that Mr. Short then went to Rep. Bachmann, and they reached an arrangement whereby Mr. Short would be paid \$15,000 per month from BFP – the same amount paid to other senior campaign officials – and \$5,000 from MICHELE PAC.
32. The witness said that he believes Rep. Bachmann approved this arrangement because she was the only person who could have done so. The witness said that he did not approve the arrangement, and he does not believe the BFP deputy campaign manager approved it. The witness did not discuss the arrangement with either Mr. Short or Rep. Bachmann.
33. The witness was shown three invoices submitted by C&M Strategies to Michele PAC in December 2011. The first was an invoice dated December 5, 2011, in the amount of \$20,000, for a “Fundraising Project.” The second was an invoice dated December 31, 2011, in the amount of \$15,000 for a “Fundraising and Research project.” The third was an invoice dated December 31, 2011, in the amount of \$5,000, for “Management Consulting.”
34. The witness said that Mr. Short would have approved payment of these three invoices.
35. The witness said that Rep. Bachmann may have known about and approved the payment of these three invoices at the time of payment in December 2011. He stated that if she did not approve the payment of these three invoices, she would have fired Mr. Short when she found out about the payments through the PAC’s Federal Election Commission (“FEC”) reports.
36. The witness stated that he had spoken with Rep. Bachmann “multiple times” about the need to segregate the use of funds from her various political committees. He said that Rep. Bachmann was “very aware” of the rules governing the use of the various committee funds.
37. The witness said that Mr. Short became the BFP National Political Director shortly after the Iowa presidential straw poll held in August 2011. The witness said that Mr. Short moved to Iowa in November 2011 to work full-time on the presidential campaign.
38. According to the witness, Mr. Short would have worked full-time for BFP during the month of December 2011, given that the Iowa caucuses were held on January 3, 2012.
39. The witness left the presidential campaign in September 2011. He returned to Rep. Bachmann’s congressional payroll as the part-time Director of Outreach, based in Minnesota. The witness was also paid \$1,500 per month by MICHELE PAC from October 2011 to February 2012 to provide services to the PAC. The witness said his duties for the PAC at this time were mainly to keep people in Minnesota “calm” and to “mind the store” in Minnesota.
40. The witness said that he is not aware of any work performed by Mr. Short or C&M Consulting for MICHELE PAC during the period from June 2011 to December 2011.

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

41. The witness recalled that in November 2011, the Iowa BFP staff was told that they would not be getting December paychecks because the campaign was low on funds. He recalled that Mr. Short told people that he was working as a volunteer for BFP in December.
42. The witness first met Mr. Sorenson in January 2011 at an event in Iowa.
43. The witness believes that Mr. Sorenson and Mr. Short may have known each other prior to the Bachmann presidential campaign through their involvement in right-to-work issues. He said that the two got along very well.
44. The witness said that during the presidential campaign, Mr. Sorenson was in the Iowa BFP campaign office every day. He also traveled with Rep. Bachmann when she was in the state and spoke on her behalf at various events.
45. The witness said that he spoke to Mr. Sorenson in April 2011 about compensating him for his work on behalf of the presidential campaign. The witness said that he had offered to pay Mr. Sorenson through BFP, but Mr. Sorenson told him that he could not be paid directly by BFP.
46. The witness said that Mr. Short then said that C&M Strategies will take Mr. Sorenson on, but that Mr. Short's fee would need to go up. The witness understood that Mr. Sorenson would only be working for the BFP campaign.
47. The witness said that the campaign's legal counsel signed off on the arrangement for C&M Strategies to pay Mr. Sorenson.
48. The witness said that Rep. Bachmann was aware of the arrangement between Mr. Sorenson, C&M Strategies, and BFP. According to the witness, he had a conversation with Rep. Bachmann in mid- to late-April or early May 2011, in which he informed her about the proposed arrangement to compensate Mr. Sorenson through C&M Strategies, and that the arrangement had been approved by legal counsel. According to the witness, Rep. Bachmann told him that, as long as it's legal, go ahead and do it.
49. The witness said that in January 2011, Rep. Bachmann was advised to write a book, and that the publisher of the book would pay for a book tour to promote the book.
50. The witness said that the House Committee on Ethics approved Rep. Bachmann's book contract, which provided that Rep. Bachmann would receive no payments for the book other than royalties from the sale of the book. The witness said that the Committee on Ethics also made it clear that no "political money" could be used for the book.
51. The witness said that the book was released in approximately October 2011.
52. According to the witness, after the first book signing event of the book tour arranged by the publisher, Rep. Bachmann was not happy with how the event had been managed. The witness said that she fired the publisher at that time.
53. The witness stated that after the publisher had been fired, the national campaign manager at the time, Keith Nahigian, began to promote the book using campaign money.

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

54. The witness stated that Mr. Nahigian, Mr. O'Donnell, personal assistant Tara Dahl, and BFP press secretary Alice Stewart traveled on the bus during the book tour.

This memorandum was prepared on April 8, 2013 after the interview was conducted on March 28, 2013. I certify that this memorandum contains all pertinent matter discussed with the witness on March 28, 2013.

Scott Gast
Investigative Counsel

EXHIBIT 6

RECEIVED
FEC MAIL CENTER
2011 JUN 13 PM 4:11

FEC
FORM 1

STATEMENT OF
ORGANIZATION

Office Use Only

1. NAME OF COMMITTEE (in full) (Check if name is changed) Example: If typing, type over the lines.

12FE4M5

B a c h m a n n , f o r P r e s i d e n t

ADDRESS (number and street)

P . O . B o x 2 5 1 3 1 0

(Check if address is changed)

W o o d b u r y M N 5 5 1 2 5

CITY

STATE

ZIP CODE

COMMITTEE'S E-MAIL ADDRESS (Please provide only one e-mail address)

(Check if address is changed)

@ r o b e r t w a t k i n s . c o m

COMMITTEE'S WEB PAGE ADDRESS (URL)

(Check if address is changed)

w w w . m i c h e l e b a c h m a n n . c o m

2. DATE

0 6 / 0 8 / 2 0 1 1

3. FEC IDENTIFICATION NUMBER

C

4. IS THIS STATEMENT

NEW (N)

OR

AMENDED (A)

I certify that I have examined this Statement and to the best of my knowledge and belief it is true, correct and complete.

Type or Print Name of Treasurer Nancy H. Watkins

Signature of Treasurer

Nancy H. Watkins

Date

0 6 / 0 8 / 2 0 1 1

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Statement to the penalties of 2 U.S.C. §437g.

ANY CHANGE IN INFORMATION SHOULD BE REPORTED WITHIN 10 DAYS.

Office
Use
Only

For further information contact:
Federal Election Commission
Toll Free 800-424-9530
Local 202-694-1100

FEC FORM 1
(Revised 02/2009)

11030613604

5. TYPE OF COMMITTEE

Candidate Committee:

- (a) This committee is a principal campaign committee. (Complete the candidate information below.)
- (b) This committee is an authorized committee, and is NOT a principal campaign committee. (Complete the candidate information below.)

Name of Candidate: M i c h e l e B a c h m a n n

Candidate Party Affiliation: REP Office Sought: [] House [] Senate [x] President State: [] District: []

- (c) This committee supports/opposes only one candidate, and is NOT an authorized committee.

Name of Candidate: []

Party Committee:

- (d) This committee is a [] (National, State or subordinate) committee of the [] (Democratic, Republican, etc.) Party.

Political Action Committee (PAC):

- (e) This committee is a separate segregated fund. (Identify connected organization on line 6.) Its connected organization is a:
 - Corporation
 - Corporation w/o Capital Stock
 - Labor Organization
 - Membership Organization
 - Trade Association
 - Cooperative
 - In addition, this committee is a Lobbyist/Registrant PAC.
- (f) This committee supports/opposes more than one Federal candidate, and is NOT a separate segregated fund or party committee. (i.e., nonconnected committee)
 - In addition, this committee is a Lobbyist/Registrant PAC.
 - In addition, this committee is a Leadership PAC. (Identify sponsor on line 6.)

Joint Fundraising Representative:

- (g) This committee collects contributions, pays fundraising expenses and disburses net proceeds for two or more political committees/organizations, at least one of which is an authorized committee of a federal candidate.
- (h) This committee collects contributions, pays fundraising expenses and disburses net proceeds for two or more political committees/organizations, none of which is an authorized committee of a federal candidate.

Committees Participating in Joint Fundraiser

1.	[]	FEC ID number	C []
2.	[]	FEC ID number	C []
3.	[]	FEC ID number	C []
4.	[]	FEC ID number	C []

Write or Type Committee Name

Bachmann for President

6. Name of Any Connected Organization, Affiliated Committee, Joint Fundraising Representative, or Leadership PAC Sponsor

N o n e

Mailing Address

[Empty address fields]

CITY

STATE

ZIP CODE

Relationship: Connected Organization Affiliated Committee Joint Fundraising Representative Leadership PAC Sponsor

7. Custodian of Records: Identify by name, address (phone number -- optional) and position of the person in possession of committee books and records.

Full Name

N a n c y H . W a t k i n s

Mailing Address

6 1 0 S . B o u l e v a r d
T a m p a F L 3 3 6 0 6

Title or Position

CITY

STATE

ZIP CODE

T r e a s u r e r

Telephone number 8 1 3 - 2 5 4 - [Redacted]

8. Treasurer: List the name and address (phone number -- optional) of the treasurer of the committee; and the name and address of any designated agent (e.g., assistant treasurer).

Full Name of Treasurer

N a n c y H . W a t k i n s

Mailing Address

6 1 0 S . B o u l e v a r d
T a m p a F L 3 3 6 0 6

Title or Position

CITY

STATE

ZIP CODE

T r e a s u r e r

Telephone number 8 1 3 - 2 5 4 - [Redacted]

11030613606

Full Name of Designated Agent

R o b e r t I . W a t k i n s

Mailing Address

6 1 0 S . B o u l e v a r d

T a m p a F L 3 3 6 0 6

CITY

STATE

ZIP CODE

Title or Position

A s s i s t a n t T r e a s u r e r

Telephone number

8 1 3 - 2 5 4 - 3 3 6 9

9. Banks or Other Depositories: List all banks or other depositories in which the committee deposits funds, holds accounts, rents safety deposit boxes or maintains funds.

Name of Bank, Depository, etc.

T h e B a n k o f T a m p a

Mailing Address

6 0 1 B a y s h o r e B l v d .

T a m p a F L 3 3 6 0 6

CITY

STATE

ZIP CODE

Name of Bank, Depository, etc.

N o r t h S t a r B a n k

Mailing Address

4 0 0 N . A s h l e y D r i v e

T a m p a F L 3 3 6 0 2

CITY

STATE

ZIP CODE

11030613607

EXHIBIT 7

FUNDRAISING CONSULTING CONTRACT

This Contract is entered into as of this ~~12th~~ ^{13th} ~~July~~ ^{June}, 2011 by and between the Bachmann for President (hereinafter "the BFP"), a Minnesota nonprofit corporation located at PO Box 251310, Woodbury, MN 55125, and C&M Strategies, whose principal place of business is located at 1617 Parkdale Circle North, Erie, CO 80516 ("Consultant") (collectively "the Parties").

WITNESSETH:

WHEREAS, Consultant is in the business of providing political and fundraising management services to federal campaign committees; and

WHEREAS, the BFP desires to engage Consultant for performance of above said fundraising management services for the BFP;

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I -- DUTIES OF CONSULTANT

Fundraising Services Provided. Consultant covenants and agrees to provide to the BFP the following services: political consulting services and manage low dollar fundraising services, including direct mail, phone, on-line fundraising activities, and assist with coordinating high-dollar fundraising activities and events, for the BFP. These services shall hereafter be referred to as the "Fundraising Services".

A. **Directives.** In performing its duties, Consultant shall routinely consult with and otherwise report to the BFP National Campaign Director and Deputy Campaign Manager, or the representative otherwise designated by BFP regarding the performance of the Fundraising Services. Any questions regarding Consultant's performance of the Fundraising Services under this Contract shall be addressed to the BFP designated authorized agents identified above. Notwithstanding anything in the foregoing, it is expressly understood and agreed that Consultant is an independent contractor and is not an employee of the BFP.

C. **Compliance Responsibilities.** Consultant represents to BFP that it is knowledgeable of the compliance and legal obligations of the BFP pursuant to the Federal Election Campaign Act of 1971, as amended, and Federal Election Commission regulations (collectively "the Act"), and agrees to comply with the provisions of the Act in all respects applicable to the performance of the Fundraising Services under this Contract and to consult with BFP legal counsel in the event Consultant has questions regarding the application of any provision of the Act to the Consultant's fundraising services for the BFP.

*(Handwritten initials) DCP
June 13th*

ARTICLE II - TERM; TIME OF THE ESSENCE

- A. Consultant agrees to provide the services set forth in Article I during the period from ~~January~~, 2011 to December 31, 2011.
- B. Given the nature of the services rendered, Consultant expressly acknowledges that time is of the essence.

ARTICLE III -- COMPENSATION

A. **Compensation.** For successful performance of the duties described in Article I, the BFP agrees to pay Consultant a monthly retainer of \$22,500 payable on the first day of each month during the term of this Contract.

B. **Expense Reimbursement.**

1. Reimbursement for ordinary expenses such as long distance, copies, postage, etc. shall be made paid within sixty (60) days of being incurred by Consultant upon presentation to BFP of invoices with original receipts and documentation of costs/expenses incurred. Consultant's expenses under this Contract shall be invoiced without mark-up. Consultant also agrees to obtain prior approval for any travel and/or other incidental expenses. First class travel in any form is not reimbursable and shall be reimbursed only at a coach or other discounted rate.

C. **Mailing of Invoices and Payment on Reimbursement Requests.** All invoices and requests for payments or reimbursements must bear the assigned BFP Commitment Form number, project number, and detailed information including, but not limited to, name and address listed on check, check number, and check date in order to receive said commission and shall be mailed to:

Bachmann for President
Attn: Nancy Watkins
610 S. Blvd
Tampa, FL 33606

D. **Noncompliance Justifies Nonpayment.** Any expenses, payments or amounts due under this Contract that do not meet the above criteria may not be paid in whole or in part and may be treated as an in-kind contribution to the BFP, or deducted from the compensation otherwise due Consultant, at the sole discretion of the BFP.

ARTICLE IV -- INDEPENDENT CONTRACTOR

A. **Legal Status.** The BFP and Consultant agree that the legal status of Consultant with respect to the BFP is that of independent contractor and not as employee. Consultant is not an agent or a legal representative of the BFP and is not authorized to make any commitments for or to act as an agent of the BFP for any purpose whatsoever. In particular, Consultant may not enter into any legally binding agreement, written or oral, or take any other legal act in the name of the BFP.

B. **Liability.** Consultant agrees to assume exclusive liability for any and all taxes, assessment, levies or fines which may be deemed owed by it, or to any employee or contractor of Consultant as a result of performance of Fundraising Services pursuant to this Contract.

C. **Taxes, Etc.** It is understood and agreed that the BFP will not be responsible for the payment or withholding of federal, state, and/or local taxes, payroll taxes, social security taxes, health insurance, unemployment insurance, workman's compensation benefits, and other similar personnel costs incurred by Consultant in connection with this Contract.

ARTICLE V -- INDEMNIFICATION

Consultant shall indemnify and hold the BFP, its employees, directors, officers, agents, and volunteers harmless against and from any and all claims, demands, liabilities, actions, damages, costs, and expenses related thereto (including attorneys' fees, court costs, and other expenses of litigation) and all damages and liabilities of any kind or nature whatever, arising out of or attributable to Consultant's performance or nonperformance under the terms of this Contract.

ARTICLE VI -- CONFIDENTIALITY AND NON-DISCLOSURE; RETURN OF BFP MATERIALS

A. **Confidential and Proprietary Information.** All matters between the Parties, including but not limited to the provisions of this Contract; BFP mailing or donor lists; individual contribution histories; polling data; financial reports; research; solicitation materials or techniques; and any other materials or methodologies which Consultant, or list owners, if applicable, may come in contact with and/or which are received from or through the BFP, its employees or agents, ("the Materials") are, were and shall remain the proprietary and confidential property of the BFP and shall not be transferred, communicated or delivered to any third party, whether or not for compensation, without the prior express written consent of the BFP's Deputy Campaign Manager.

B. **Non-Disclosure.** Consultant agrees not to communicate, directly or indirectly, with any member of the news media on behalf of, for, or about the BFP, without the express advance consent of the BFP's Deputy Campaign Manager or the BFP's Communications Director.

C. **Return of the Materials.** Upon the termination or expiration of this Contract, Consultant agrees to return to the BFP the Materials, and all copies thereof, and to retain no copies thereof.

ARTICLE VII -- CONFLICTS OF INTEREST

A. **Other Entities.** Consultant shall list as Attachment A to this Contract any other entity, in whatever form, in which Consultant or its principals, agents, or owners has a financial, proprietary, or management interest, and what that interest is, if such other entity has or is expected to have a financial or contractual relationship with the BFP. This disclosure must include any payments received from BFP vendors by Consultant and any payments to BFP vendors by Consultant. Further, Consultant shall provide a list of all political clients with which Consultant works, including, not limited to federal campaign committees, political action committees, political party committees,

and independent or issue advocacy groups. To ensure conflicts of interest do not arise, Consultant is obligated under the terms of this contract to continually update this disclosure with the BFP's legal counsel within one week of changes occurring. Any potential conflicts must be resolved to the satisfaction of the BFP's Deputy Campaign Manager prior to payment of any compensation under this Contract.

B. **Gifts.** Consultant agrees not to give any gift(s) having a value (or aggregate value) in excess of \$50 in any calendar year to any individual who is employed by the BFP.

ARTICLE VIII -- NON-COORDINATION WITH THIRD PARTIES

A. Consultant warrants and otherwise represents that it is generally familiar with the regulations governing coordinated public communications promulgated by the Federal Election Commission ("FEC") under the Act and further warrants to BFP as follows:

1. Consultant agrees not to infer or otherwise represent that it is acting in any capacity as an agent of the BFP other than for the specific purpose(s) set forth in this Contract;

2. Consultant agrees not to divulge to any other party committee, candidate or other entity any information regarding the needs, activities, plans or projects of the BFP resulting from Consultant's relationship with the BFP pursuant to this Contract;

3. Consultant agrees that under no circumstances will it engage in substantial discussions or become materially involved with any candidate, party committee or other entity for purposes of their making public communications referencing Congresswoman Michele Bachmann resulting from Consultant's knowledge and information concerning the needs, activities, plans or projects of the BFP resulting from this Contract;

4. Consultant agrees that in the event it becomes aware that it is serving as a common vendor to a political party committee, candidate or other entity that sponsors public communications referring to Congresswoman Michele Bachmann, that it will specifically insure that information regarding the needs, activities, plans or projects of the BFP known to Consultant as a result of this Contract is not used by or communicated in any manner to the other political party committee, candidate or other entity.

B. Consultant agrees that breach of this provision may result in termination of this Contract in the sole discretion of BFP and that Consultant shall be liable for any costs, fees, damages, penalties, attorney's fees or other expenses arising from Consultant's breach of this provision.

ARTICLE IX -- OWNERSHIP OF MATERIALS, DAMAGES

A. **BFP Exclusive Ownership.** Absent any explicit written agreement to the contrary which has been executed between Consultant and the BFP, signed by the BFP's Deputy Campaign Manager and appended hereto, the BFP retains and reserves the rights of exclusive ownership and

use of any copy, product, publication, or any facsimile thereof which may result from Consultant creativity, except for pre-existing materials purchased by Consultant for the BFP. Consultant and the BFP agree that the work described in Article I will be considered a "work for hire" for the purpose of the United States Copyright law, 17 U.S.C. § 101 *et seq.* and that, accordingly, the BFP is the owner of all copyright rights in the work. Consultant hereby assigns any and all property and exclusive ownership rights in Consultant work to the BFP.

B. Authorship. Consultant hereby warrants that it, its agents or its representatives, are the sole authors of work to be produced, developed and/or published under this Contract, and that such work is an original work of Consultant. Consultant further warrants that the work to be produced or performed under this Contract does not infringe upon any copyright or trademark, violate any right of privacy, or contain libelous material; and that Consultant possesses full power to enter into this Contract.

C. Donor Lists. Consultant agrees that all BFP donor lists by whatever name they may be known, and individual contribution histories were, are, and shall remain the exclusive property of the BFP. Consultant agrees that it does not and shall not acquire any property or ownership interest in, or rights with respect to, any BFP donor list, for any reason. Consultant further agrees that neither it nor any of its directors, officers, employees, consultants, or agents will disclose, rent, lease, sell, encumber, or enter into joint ownership agreements concerning any list(s), file(s), information, updates, or enhancement(s) of the BFP in any form, or for the purpose, nor will they retain, duplicate, or use any of such information in any fashion or for any purpose whatsoever. Consultant agrees that any other entity gaining access to the BFP's donor list must execute Exhibit 1, Consultant Confidentiality Agreement Regarding Lists.

D. Damages. Consultant agrees to pay the BFP for Consultant breach, or threatened breach, of any part of paragraph C of this Article the sum of Fifty Thousand Dollars (\$50,000) per occurrence as liquidated damages, in addition to any other remedies the BFP may have, including equitable or injunctive relief, without requiring the BFP to show or prove it sustained actual pecuniary damages.

ARTICLE X -- USE OF BFP NAME

Consultant shall not use the name, insignia or any facsimile thereof of the BFP or its property, without the express written authorization of the BFP's Deputy Campaign Manager.

ARTICLE XI -- THE BFP

The BFP is a Minnesota nonprofit corporation that is registered with the Federal Election Commission as Congresswoman Michele Bachmann's principal campaign committee for President of the United States. Consultant agrees that the directors, officers, employees, and agents of the BFP shall not be personally liable for any debt, liability, or obligation of the BFP. Consultant, like all persons, corporations, or other entities extending credit to, contracting with, or having any claim against the BFP may only look to the funds and property of the BFP for payment of any debt,

damages, judgment, decrees, or any money that may otherwise become due or payable to them from the BFP.

ARTICLE XII -- TERMINATION

Notwithstanding Article II of this Contract, either party may terminate this Contract at any time for any reason on fifteen (15) days written notice to the other party. Such written notice shall be deemed sufficient if in writing and delivered by certified mail return receipt requested, or by overnight mail. The notice shall be effective as of the date received. In the event of termination, after payment of all compensation and reimbursement of all properly approved expenses incurred through the fifteenth day subsequent to receipt of such notice, no further liability or any liquidated damages for such termination shall attach to either party.

ARTICLE XIII -- COMPLETE AGREEMENT AND NOTICES

This Contract, Attachment A and Exhibit 1 represent the complete and entire agreement between the BFP and Consultant and completely replaces and supersedes all previous agreements, whether written or oral.

ARTICLE IV -- MODIFICATION OR WAIVER

The failure or omission of the BFP to require strict compliance with the provisions of this Contract by Consultant, or to exercise any of its rights or remedies in any circumstance, shall not constitute a waiver by the BFP of its rights, constitute a precedent, or otherwise affect the interpretation of this Contract. No terms or provisions of this Contract may be amended, waived, or modified except pursuant to a written agreement that expressly references this Contract and is signed by duly authorized representatives of the BFP and Consultant.

ARTICLE XV -- NOTICES

All notices, requests, demands, and other communications under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by registered or certified mail, return receipt requested, properly addressed and postage prepaid to the Parties addresses set forth in the Preface of this Agreement or, in the case of invoices and requests for payment or reimbursement, to the address set forth in Article III, Paragraph C.

ARTICLE XVI -- NON-ASSIGNABILITY

This Contract shall not be assigned or subcontracted by Consultant without the prior written consent of the BFP.

ARTICLE XVII -- SUCCESSOR ORGANIZATIONS

Consultant agrees that all provisions of this Contract will be binding on, or inure to the benefit of, any of its successor organizations.

ARTICLE XVIII -- CHOICE OF LAW

The BFP and Consultant agree that the terms of this Contract shall be deemed to be made under, governed by, and construed in accordance with, the laws of the State of Minnesota.

ARTICLE XIX -- ATTORNEYS' FEES

In the event either party must bring suit for any reason under this Contract, the prevailing party shall be entitled to recover from the other party all costs of such suit, including reasonable attorneys' fees.

ARTICLE XX -- HEADINGS

The headings in this Contract are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Contract.

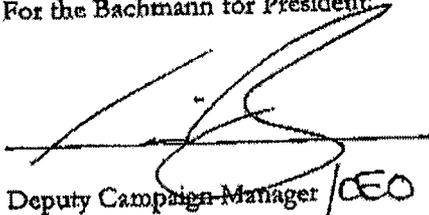
ARTICLE XXI -- SEVERABILITY

If any of the terms or provisions of this Contract are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions shall continue in full force and effect.

ARTICLE XXII -- COUNTERPARTS & FACSIMILE

This Contract may be executed in counterparts, and all counterparts will be considered as part of one Contract binding on all parties to this Contract. This Contract may be executed via facsimile, which signatures shall be deemed legal and binding as an original signature hereto.

IN WITNESS WHEREOF, the parties, acting individually or through their duly authorized officers or representatives, fully understand and execute this Contract, in duplicate original, and agree to be bound by the terms and conditions thereof:

<p>For the Bachmann for President:</p>  <p>Deputy Campaign Manager / CEO</p> <p><u>7-7-11</u></p> <p>Date</p>	<p>For C&M Strategies:</p> <p>_____</p> <p>Authorized Agent</p> <p>_____</p> <p>Date</p> <p>EIN or SSN _____</p>
--	--

ATTACHMENT A

C&M Strategies, a political and fundraising consultant with its principal place of business in located at 1617 Parkdale Circle North, Erie, CO 80516 ("Consultant") shall list any other entity, in whatever form, in which Consultant or its principals, agents, or owners has a financial, proprietary, or management interest, and what that interest is, if such other entity has or is expected to have a financial or contractual relationship with the BFP. This disclosure must include any payments received from BFP vendors by Vendor and any payments to BFP vendors by Vendor. To ensure conflicts of interest do not arise, Consultant is obligated under the terms of this contract to continually update this disclosure with the BFP General Counsel within one week of changes occurring. Any potential conflicts must be addressed to the Deputy Campaign Manager of the BFP prior to any compensation under this contract being paid.

Wiland Direct

Lined area for listing entities with financial or contractual relationships.

EXHIBIT 8

CONFIDENTIAL

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

OFFICE OF CONGRESSIONAL ETHICS
UNITED STATES HOUSE OF REPRESENTATIVES

MEMORANDUM OF INTERVIEW

IN RE: David Polyansky
REVIEW No(s): 13-1274
DATE: March 20, 2013
LOCATION: Office of Congressional Ethics
425 Third Street, SW, Washington, DC
TIME: 2:12 PM to 3:52 PM (approximate)
PARTICIPANTS: Kedric Payne
Scott Gast
Ron Jacobs, counsel to the witness

SUMMARY: The OCE requested an interview with the witness and he consented to an interview. The witness made the following statements in response to our questioning:

1. The witness was given an 18 U.S.C. § 1001 warning and consented to an interview. The witness signed a written acknowledgement of the warning, which will be placed in the case file in this review.
2. The witness is currently the President of the New Strategies Group, a firm he started in 2007 or 2008, that consults to political and non-profit organizations.
3. Prior to starting his consulting firm, the witness had been employed as the Chief Operating Officer of Mike Huckabee's 2008 presidential campaign. He has also been employed as a political director for other campaigns in the past.
4. The witness began to work for Representative Michele Bachmann's presidential campaign in June 2011, approximately ten days prior to her campaign kick-off announcement. The witness was asked to join the campaign as the deputy national campaign manager by Ed Rollins, who had agreed to serve as national campaign manager.
5. Prior to agreeing to join the campaign, the witness met with Andy Parrish, Representative Bachmann's congressional chief of staff, and Guy Short, a consultant to Representative Bachmann's political committees.
6. During the Bachmann campaign, the witness reported to Mr. Rollins. The witness was tasked with getting the campaign up and running quickly and preparing for the Iowa straw poll. He worked in the campaign's Alexandria, Virginia office and in its Iowa office.
7. The witness did not recall any interactions with the Bachmann for Congress campaign, although he noted that the congressional campaign committee was designated as an authorized committee affiliated with the Bachman for President campaign.

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

8. The witness did not recall any interactions with Representative Bachmann's leadership PAC, MICHELE PAC.
9. As deputy campaign manager, the witness worked with campaign legal counsel Bill McGinley, and with Nancy Watkins, who the witness observed handling the day-to-day treasurer duties for the presidential campaign.
10. The witness also worked with campaign consultant Guy Short. The witness described Short's role as a consultant who had known Representative Bachmann for a long time and had worked in Iowa in advance of the campaign's kickoff. The witness believes that Mr. Short had a number of existing relationships in Iowa. The witness believes that Short was became the presidential campaign's national political director after the witness left the campaign.
11. The witness met Rep. Bachmann for the first time after she announced her candidacy for the presidency. They discussed preparing for the Iowa straw poll, which was only about seven weeks off at the time.
12. The witness parted ways with the Bachmann campaign in September 2011, shortly after the Iowa straw poll. He stated that his departure was motivated primarily by a disagreement over campaign strategy, although he also had a young child with whom he wished to spend more time.
13. The witness believes that Mr. Short stayed on with the campaign after the witness departed.
14. Among the witness' duties as deputy campaign manager, he supervised consultants for the campaign. He signed consulting agreements on behalf of the campaign. The witness believes that the presidential campaign's legal counsel drafted the consulting agreements.
15. The witness did not recall how the approval and payment of consultant invoices were administered. When shown various invoices to the presidential campaign from consultant C&M Strategies, the witness could not recall reviewing or approving payment for those invoices. He did not recognize the handwriting on the invoices.
16. The witness did not recall any issues with payments to consultant Guy Short.
17. The witness did not recall any issues pertaining to staff not being paid, although some compensation or expense reimbursements may have been delayed, as in the normal course of a campaign.
18. The witness stated that Representative Bachmann did not have a great deal of involvement with the administrative work of the presidential campaign. The witness stated that he had limited direct communications with Representative Bachmann, which occurred during his time traveling on the campaign bus with her.
19. The witness believes that Andy Parrish and Mr. Short, with whom Representative Bachmann had relationships that pre-existed the presidential campaign, would have kept her informed regarding administrative issues, including the hiring and payment of staff or consultants to the presidential campaign.

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

20. The witness was shown a copy of the consultant agreement between the presidential campaign and C&M Strategies, which he signed as deputy campaign manager/CEO of the presidential campaign. The witness did not know how the amount of compensation included in the agreement (\$22,500 per month) was determined. The witness said that Mr. McGinley may have been involved in the issue of compensation for C&M Strategies.
21. The witness did not recall interacting with anyone else associated with C&M Strategies except for Mr. Short.
22. The witness does not know what Mr. Short's compensation was prior to the presidential campaign consulting agreement.
23. The witness said that he was not aware of payments that presidential campaign staff or consultants may have received from other Bachmann political committees.
24. The witness did not recall any conversations with Representative Bachmann about the compensation of any staff or consultants to the campaign.
25. The witness does not recall reviewing any specific provisions of the consulting agreement with Mr. Short. He stated that if questions had come up about the contract language, the witness would have escalated them to the campaign's legal counsel.
26. The witness does not recall discussions with any consultants about potential conflicts. He did recall that there was an issue about a potential conflict involving Mr. Short, but he did not recall discussing the issue with Mr. Short.
27. The witness does not know if Mr. Short worked for MICHELE PAC at the same time he was working for the presidential campaign. The only person the witness recalled working for the PAC is Mr. Parrish.
28. The witness did not recall seeing any invoices related to MICHELE PAC during his employment with the Bachmann presidential campaign.
29. The witness did monitor disbursements made by the presidential campaign during the course of his employment; however, he said he had limited oversight of disbursements related to Mr. Short because of Mr. Short's close relationship with Representative Bachmann.
30. The witness stated that Iowa State Senator Kent Sorenson served as the Iowa state director for the presidential campaign. He said that Mr. Sorenson was close to Mr. Short and believes they may have had a relationship that pre-dated the presidential campaign.
31. The witness stated that Mr. Short brought Mr. Sorenson in to the campaign as a subcontractor.
32. The witness said that it was his understanding that a portion of the \$22,500 paid to Short by the presidential campaign pursuant to his consulting contract was designated for Sorenson. He believes that \$7,500 of the \$22,500 was supposed to go to Sorenson.
33. The witness recalled a "legal discussion" regarding the ability of Mr. Sorenson to accept payment from the presidential campaign. When this issue came up, he consulted with the

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

campaign's legal counsel. According to the witness, he was told to go forward with the arrangement with Mr. Short paying Mr. Sorenson as a subcontractor, in the same manner it had been done prior to the BFP campaign.

34. The witness believes, but does not definitively recall, that there was a discussion about having one agreement with Mr. Sorenson and a separate agreement with Mr. Short.

This memorandum was prepared on March 25, 2013 after the interview was conducted on March 20, 2013. I certify that this memorandum contains all pertinent matter discussed with the witness on March 20, 2013.

Scott Gast
Investigative Counsel

EXHIBIT 9

**Before the
Office of Congressional Ethics**

DECLARATION OF DAVID POLYANSKY

I, David Polyansky, a competent adult of sound mind, hereby declare under penalty of perjury under the laws of the United States of America:

Background

1. I served as the Deputy Campaign Manager for Bachmann for President (“the Campaign”) from early June 2011 until early September 2011.

Compensation of Mr. Guy Short

2. To the best of my recollection, there was an ongoing dialogue with Mr. Short over the amount he would be paid per month by the Campaign. I was adamant that the monthly amount for his services would be no higher than \$12,000 to \$15,000 per month. My recollection is that this was the estimated initial amount that Mr. Short had indicated was required for him to serve in a leadership role in the Campaign – a role that was not of my choosing and was based on his relationships that existed well in advance of my arrival.
3. In my discussions with Mr. Short, my position was based on my own compensation as a senior campaign advisor and on Mr. Short’s status as an independent contractor, and not an employee, who would not be required to be permanently based at the Campaign’s headquarters. I recall that Mr. Short proposed various amounts for his compensation, ultimately ranging between \$12,000 and \$18,000 per month, and that he also sought a percentage of the funds raised. The Campaign did not accept these proposals.
4. At the time of these compensation discussions, the Campaign had a large cash-on-hand balance, and I was not concerned about being able to pay Mr. Short or any of the members of the Campaign team. To the best of my memory, I do not recall discussing Mr. Short’s compensation at any time directly with Representative Bachmann.
5. To the best of my knowledge, Mr. Short eventually agreed to his component of the compensation at \$15,000 per month.
6. Mr. Short later told me that he was going to receive or continue to receive compensation (an estimated \$5,000 retainer) per month from Representative Bachmann’s leadership PAC (“the PAC”) for work he would perform or continue to perform for the PAC. I believe that that Mr. Short described this as a full or partial continuation of work he had previously done for the PAC.
7. I seem to recall having told Mr. Short that any payment he received from the PAC was between him and the PAC, as long as counsel for the Campaign did not have

any concerns about Mr. Short working for both entities. Subsequently, I recall a conversation(s) with the Campaign's counsel where he stated that Mr. Short could work for both the PAC and the Campaign. To the best of my recollection, I did not have any other conversations about whether the PAC should or should not pay Mr. Short. I do not recall speaking with Representative Bachmann about Mr. Short's compensation from the PAC.

Subcontractor Relationship

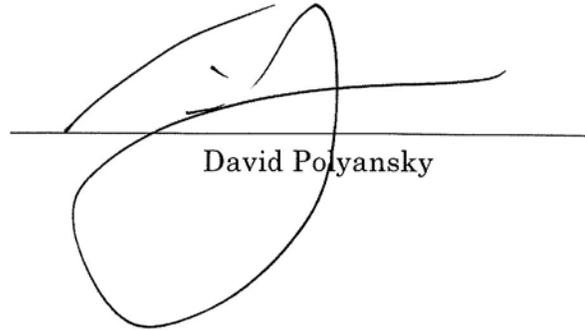
8. Before I was hired by the Campaign, it is my recollection that I believed the PAC was compensating Mr. Short's company for a subcontractor it had hired. This subcontractor was Mr. Kent Sorenson or his company.
9. It was my understanding that Mr. Short wanted Mr. Sorenson to perform these same services for the Campaign, and that Mr. Sorenson or his company would continue to serve as a subcontractor to Mr. Short.
10. I told Mr. Short that he needed to get approval from the Campaign's counsel for any subcontractor relationship, because the Campaign was not contracting with Mr. Sorenson directly and because he was an Iowa State Senator. As I recall, when I was told by Mr. Short that counsel had in fact approved the arrangement, I contacted the Campaign's counsel personally to confirm such approval and to be sure there were no issues with the subcontractor agreement before executing the contract. It was my normal practice to ask the Campaign's counsel to draft and subsequently review all campaign contracts, both for employees and for independent contractors. I do not recall specifically discussing the subcontractor arrangement at that time with anyone other than Mr. Short and counsel
11. In my experience, it is common practice for campaign vendors to hire subcontractors. Sometimes, the amount paid to the vendor will include amounts the vendor pays to subcontractors and sometimes the amount paid to subcontractors will be added to the amount paid to the vendor.
12. To the best of my recollection, it was understood that Mr. Sorenson's payment would not be subtracted from the \$15,000 per month paid to Mr. Short. Mr. Short's company would instead receive the \$15,000 per month in addition to an amount for the subcontract. To the best of my knowledge and belief, the total amount the Campaign paid Mr. Short's company was at or about \$22,500 per month.

Relationship to the PAC

13. I had no authority over the PAC's funds, no ability to influence decisions by the PAC, and no control over the PAC's personnel or management decisions. I never asked that Mr. Short be paid by the PAC, and I never suggested that the PAC should pay Mr. Short. I had no authority to, and did not authorize the PAC to pay Mr. Short. My only responsibility was to the Campaign, and that is why I asked counsel for his advice on said relationship – to ensure that the Campaign, not the PAC, was in compliance under such a relationship.

14. Through my brief tenure with the Campaign, whenever a question was raised about a payment by the PAC to a vendor, I specifically said that I did not have any control over the PAC and that those vendors should contact PAC staff/contractors. I never suggested to any Campaign vendors that they should ask the PAC for compensation for work done for the Campaign.

Dated: April 22, 2013



David Polyansky

EXHIBIT 10

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-████

2/17/2011

Billing Cycle: February

Bill to:

MICHELE-PAC

Attn: Dan Puel
PO Box 251190
Woodbury, MN 55125

Date	Discription	Hours	Hourly Rate	Total
1.28	CPAC Organization	NA	NA	\$14,085.00
Total				\$14,085.00

Please Remit Payment to:

C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-████

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-████

2.2.11

Billing Cycle: February

Bill to:

MICHELE-PAC
Attn: Dan Puel
PO Box 251190
Woodbury, MN 55125

Date	Description	Hours	Hourly Rate	Total
2.2.11	CPAC Organization	NA	NA	\$3,750.00
Total				\$3,750.00

Please Remit Payment to:

C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-████

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-████

1/28/2011

Billing Cycle: 1/1/11-1/31/11

Bill to:

MICHELE-PAC

Attn: Dan Puel
PO Box 251190
Woodbury, MN 55125

Date	Discription	Hours	Hourly Rate	Total
1.28	CPAC Organization	NA	NA	\$5,285.00
Total				\$5,285.00

Please Remit Payment to:

C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-████

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-████

1.20.11

Billing Cycle: February

Bill to:

MICHELE-PAC

Attn: Dan Puel
PO Box 251190
Woodbury, MN 55125

Date	Discription	Hours	Hourly Rate	Total
1.20.11	CPAC Organization	NA	NA	\$2,975.00
Total				\$2,975.00

Please Remit Payment to:

C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-████

Coast 2 Coast

2310 S. Industrial Hwy
Ann Arbor, MI 48104

Toll Free: 877-845-
Fax: 734-585-3472
Email: @Coast2CoastBus.com

Charter Contract

Contract Number: 1000		Confirmation Date: 2/3/2011		Quantity Ordered: 1 - 55 PASSENGER	
Billing Address: CM STRATEGIES 1617 PARKDALE CIRCLE NORTH ERIE CO 80516				Ordered By: ASHLEY GROSSMAN	
				Phone: (612) 267-	
				Fax:	
				Date of Departure: 2/9/2011	
				Report Time: 8 :00 AM	
Departure Point: MAPLE GROVE, MN - CHURCH OF THE OPEN DOOR -9060 ZANZIBAR LANE N. STOP IN TOLEDO, OHIO FOR PICK UP TO BE ADVISED			Destination: WASHINGTON, DC		
Return Leave Time: 7 :00 PM	Return Date: 2/12/2011	Return Arrival Time: 7 :00 PM	Return Arrival Date: 2/13/2011		

Detailed Information Regarding Charter Needs:
COMP ROOM FOR DRIVER

Total Charge: \$7,800.00

This Contract is to confirm our cost specifications. To insure accuracy, please review the above information and contact us immediately with any discrepancies or changes that need to be made. Make the changes on the copy you sign and return to us with your deposit/payment. Coast 2 Coast, LLC is not responsible for any items lost, stolen, or left on the bus at the end of the trip.

The cost of our services is based in part on the time involved and/or the mileage traveled. Any deviation from the original charter order may incur additional charges. Should the actual charter involve more mileage, time and/or incidental charges than originally contracted for, a revision reflecting the additional cost will be made and resubmitted for payment.

A Deposit of: \$0.00 is due in our office on or before:

Payment in FULL is due in our office on or before: FEBRUARY 7, 2011

The deposit must be made by the date provided to assure that you coach(s) are reserved. If a charter is cancelled 14 days prior to your departure your deposit will be refunded.

If cancellation is not made 14 days prior to departure date, deposit will be forfeited.

Thank you for choosing Coast 2 Coast, LLC.
We look forward to providing you with a comfortable and safe experience!

Signature Authorizing Charter Cost

Date

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-████

Billing Date: 2/17/11

Billing Cycle: January

Bill to:

MICHELE-PAC

Attn: Dan Puhl
PO Box 251190
Woodbury, MN 55125

Date	Discription	Hours	Hourly Rate	Total
January	Fundraising Consulting	NA	NA	\$4,500
Total				\$4,500.00

Please Remit Payment to:
C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-████

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-████

Billing Date: 4/6/11

Billing Cycle: March Expenses

Bill to:

MICHELE-PAC

Attn: Dan Puel
PO Box 251190
Woodbury, MN 55125

Date	Discription	Hours	Hourly Rate	Total
March	Iowa Trip Expenses	NA	NA	\$1,627
Total				\$1,627.40

Please Remit Payment to:

C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-████

Airfare	Date	Expense	Total
Delta	3/22/2011	365.35	
United	3/25/2011	369.70	
Baggage	3/25/2011	80.00	
			815.05
Mileage			
Home to DIA (32 miles each way)	3/21/2011	35.20	
			35.2
Parking/Taxi			
DIA Parking	3/24/2011	72.00	
			72.00
Hotel			
Hampton	3/24/2011	99.68	
Sheraton	3/24/2011	339.98	
			439.66
Meals			
airport snack	3/25/2011	12.05	
Lunch (Guy/ryan,faith)	3/24/2011	40.00	
Dinner (Guy/Andy/Faith)	3/22/2011	60.87	
snack sheraton	3/23/2011	8.48	
Lunch (MB, Faith,Guy)	3/23/2011	44.98	
snack sheraton	3/24/2001	6.06	
Lunch	3/24/2011	13.64	
Dinner (Guy/Aaron Dorr, Kent, Ryan, Andy)	3/24/2011	79.41	
			265.49
Total		1627.40	1627.40

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-████

Billing Date: 4/1/11

Billing Cycle: Feb-March

Bill to:

MICHELE-PAC
Attn: Dan Puel
PO Box 251190
Woodbury, MN 55125

Date	Discription	Hours	Hourly Rate	Total
Feb-March	Fundraising Consulting	NA	NA	\$9,000
Total				\$9,000.00

Please Remit Payment to:
C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-████

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-████

Billing Date: 5/6/11

Billing Cycle: April

Bill to:

MICHELE-PAC

Attn: Dan Puel
PO Box 251190
Woodbury, MN 55125

Date	Discription	Hours	Hourly Rate	Total
April	Fundraising Consulting	NA	NA	\$4,500
April	Management Consulting	NA	NA	\$4,675
Total				\$9,175.00

Please Remit Payment to:

C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-████

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-████

Billing Date: 6/20/1

Billing Cycle: June

Bill to:

MICHELE-PAC

Attn: Dan Puel
PO Box 251190
Woodbury, MN 55125

Date	Discription	Hours	Hourly Rate	Total
April	Fundraising Consulting	NA	NA	\$2,250
April	Management Consulting	NA	NA	\$3,500
Total				\$5,750.00

Please Remit Payment to:

C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-████

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-████

Billing Date: 12/5/11

Billing Cycle: NA

Bill to:

MICHELE-PAC

Attn: Dan Puel
PO Box 251190
Woodbury, MN 55125

Date	Discription	Hours	Hourly Rate	Total
Dec	Fundraising Project	NA	NA	\$20,000
Total				\$20,000.00

Please Remit Payment to:

C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-████

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-████

Billing Date: 12/31/11

Billing Cycle: DEC

Bill to:

MICHELE-PAC

Attn: Dan Puel
PO Box 251190
Woodbury, MN 55125

Date	Discription	Hours	Hourly Rate	Total
DEC	Management Consulting	NA	NA	\$5,000
Total				\$5,000.00

Please Remit Payment to:

C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-████

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-████

Billing Date: 12/31/11

Billing Cycle: DEC

Bill to:

MICHELE-PAC

Attn: Dan Puel
PO Box 251190
Woodbury, MN 55125

Date	Discription	Hours	Hourly Rate	Total
DEC	Fundraising and Research project	NA	NA	\$15,000
Total				\$15,000.00

Please Remit Payment to:

C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-████

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-████

Billing Date: 7/5/11

Billing Cycle: June 15-30

Bill to:

MICHELE-PAC
Attn: Dan Puel
PO Box 251190
Woodbury, MN 55125

Date	Discription	Hours	Hourly Rate	Total
April	Management Consulting	NA	NA	\$2,500
Total				\$2,500.00

Please Remit Payment to:

C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-████

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-████

Billing Date: 8/2/11

Billing Cycle: July

Bill to:

MICHELE-PAC

Attn: Dan Puel
PO Box 251190
Woodbury, MN 55125

Date	Description	Hours	Hourly Rate	Total
April	Management Consulting	NA	NA	\$5,000
Total				\$5,000.00

Please Remit Payment to:

C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-████

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-████

Billing Date: 8/31/11

Billing Cycle: August

Bill to:

MICHELE-PAC

Attn: Dan Puel
PO Box 251190
Woodbury, MN 55125

Date	Discription	Hours	Hourly Rate	Total
August	Management Consulting	NA	NA	\$5,000
Total				\$5,000.00

Please Remit Payment to:

C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-████

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-████

Billing Date: 10/3/11

Billing Cycle: Sept

Bill to:

MICHELE-PAC

Attn: Dan Puel
PO Box 251190
Woodbury, MN 55125

Date	Discription	Hours	Hourly Rate	Total
Sept	Management Consulting	NA	NA	\$5,000
Total				\$5,000.00

Please Remit Payment to:

C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-████

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-████

Billing Date: 7/9/12

Billing Cycle: 2012

Bill to:

MICHELE-PAC

Attn: Dan Puel

Date	Discription	Hours	Hourly Rate	Total
2012	General Consulting	NA	NA	\$3,750
Total				\$3,750.00

Please Remit Payment to:

C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-████

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-██████

Billing Date: 11/1/11

Billing Cycle: October

Bill to:

MICHELE-PAC

Attn: Dan Puel
PO Box 251190
Woodbury, MN 55125

Date	Discription	Hours	Hourly Rate	Total
Oct	Management Consulting	NA	NA	\$5,000
Total				\$5,000.00

Please Remit Payment to:

C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-██████

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-████

Billing Date: 11/30/11

Billing Cycle: Nov

Bill to:

MICHELE-PAC

Attn: Dan Puel
PO Box 251190
Woodbury, MN 55125

Date	Discription	Hours	Hourly Rate	Total
Nov	Management Consulting	NA	NA	\$5,000
Total				\$5,000.00

Please Remit Payment to:

C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-████

EXHIBIT 11

DETAILED SUMMARY PAGE
of Receipts

FEC Form 3X (Rev. 06/2004)

Write or Type Committee Name

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: / / To: / /

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	33085	33085
(ii) Unitemized.....	124236.16	124236.16
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	157321.16	157321.16
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	0	0
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	157321.16	157321.16
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	0	0
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	0	0
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	157321.16	157321.16
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	157321.16	157321.16

DETAILED SUMMARY PAGE
of Receipts

FEC Form 3X (Rev. 06/2004)

Write or Type Committee Name

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: / / To: / /

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	11750	44835
(ii) Unitemized.....	80283.98	204520.14
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	92033.98	249355.14
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	0	0
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	92033.98	249355.14
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	0	0
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	0	0
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	92033.98	249355.14
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	92033.98	249355.14

DETAILED SUMMARY PAGE
of Receipts

FEC Form 3X (Rev. 06/2004)

Page 3

Write or Type Committee Name

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: / / To: / /

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	94245	139080
(ii) Unitemized.....	194334.82	398854.96
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	288579.82	537934.96
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	0	0
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	288579.82	537934.96
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	269.21	269.21
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	0	0
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	288849.03	538204.17
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	288849.03	538204.17

DETAILED SUMMARY PAGE
of Receipts

FEC Form 3X (Rev. 06/2004)

Write or Type Committee Name

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: / / To: / /

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	53930	193010
(ii) Unitemized.....	119903.98	518758.94
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	173833.98	711768.94
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	0	0
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	173833.98	711768.94
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	308.49	577.7
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	0	0
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	174142.47	712346.64
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	174142.47	712346.64

DETAILED SUMMARY PAGE
of Receipts

FEC Form 3X (Rev. 06/2004)

Page 3

Write or Type Committee Name

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: / / To: / /

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	92585.94	285595.94
(ii) Unitemized.....	119847.44	638606.38
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	212433.38	924202.32
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	0	0
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	212433.38	924202.32
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	348.88	926.58
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	0	0
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	212782.26	925128.9
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	212782.26	925128.9

DETAILED SUMMARY PAGE
of Receipts

FEC Form 3X (Rev. 06/2004)

Page 3

Write or Type Committee Name

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: / / To: / /

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	22160	307755.94
(ii) Unitemized.....	38406	677012.38
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	60566	984768.32
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	5000	5000
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	65566	989768.32
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	386.9	1313.48
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	0	0
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	65952.9	991081.8
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	65952.9	991081.8

DETAILED SUMMARY PAGE of Receipts

FEC Form 3X (Rev. 06/2004)

Write or Type Committee Name

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: MM / DD / YYYY 07 / 01 / 2011 To: MM / DD / YYYY 07 / 31 / 2011

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	910	308665.94
(ii) Unitemized.....	7870.5	684882.88
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	8780.5	993548.82
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	5000	10000
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	13780.5	1003548.82
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	0	1313.48
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	0	0
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	13780.5	1004862.3
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	13780.5	1004862.3

DETAILED SUMMARY PAGE
of Receipts

FEC Form 3X (Rev. 06/2004)

Page 3

Write or Type Committee Name

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: / / To: / /

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	1400	310065.94
(ii) Unitemized.....	2594.5	687477.38
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	3994.5	997543.32
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	0	10000
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	3994.5	1007543.32
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	237.6	1551.08
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	0	0
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	4232.1	1009094.4
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	4232.1	1009094.4

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Write or Type Committee Name

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: / / To: / /

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	931	310996.94
(ii) Unitemized.....	847.5	688324.88
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	1778.5	999321.82
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	0	10000
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	1778.5	1009321.82
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	93.46	1644.54
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	0	0
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	1871.96	1010966.36
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	1871.96	1010966.36

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Write or Type Committee Name

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: / / To: / /

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	150	311146.94
(ii) Unitemized.....	1100.9	689425.78
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	1250.9	1000572.72
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	0	10000
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	1250.9	1010572.72
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	107.72	1752.26
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	0	0
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	1358.62	1012324.98
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	1358.62	1012324.98

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Write or Type Committee Name

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: / / To: / /

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	420	311566.94
(ii) Unitemized.....	622.5	690048.28
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	1042.5	1001615.22
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	0	10000
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	1042.5	1011615.22
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	0	1752.26
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	0	0
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	1042.5	1013367.48
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	1042.5	1013367.48

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Write or Type Committee Name

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: / / To: / /

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	520	312086.94
(ii) Unitemized.....	590.5	690638.78
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	1110.5	1002725.72
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	0	10000
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	1110.5	1012725.72
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	0	1752.26
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	0	0
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	1110.5	1014477.98
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	1110.5	1014477.98

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Write or Type Committee Name

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: / / To: / /

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	0	0
(ii) Unitemized.....	1165.5	1165.5
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	1165.5	1165.5
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	0	0
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	1165.5	1165.5
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	16.24	16.24
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	0	0
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	1181.74	1181.74
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	1181.74	1181.74

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Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: / / To: / /

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	0	0
(ii) Unitemized.....	636.86	1802.36
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	636.86	1802.36
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	0	0
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	636.86	1802.36
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	7575	7591.24
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	0	0
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	8211.86	9393.6
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	8211.86	9393.6

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Write or Type Committee Name

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: / / To: / /

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	0	0
(ii) Unitemized.....	560.5	2362.86
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	560.5	2362.86
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	0	0
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	560.5	2362.86
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	376.28	7967.52
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	0	0
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	936.78	10330.38
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	936.78	10330.38

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Write or Type Committee Name

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: / / To: / /

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	0	0
(ii) Unitemized.....	1483.66	3846.52
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	1483.66	3846.52
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	0	0
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	1483.66	3846.52
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	0	7967.52
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	0	0
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	1483.66	11814.04
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	1483.66	11814.04

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Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: / / To: / /

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	2090.24	2090.24
(ii) Unitemized.....	10845.12	14691.64
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	12935.36	16781.88
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	0	0
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	12935.36	16781.88
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	741	8708.52
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	0	0
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	13676.36	25490.4
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	13676.36	25490.4

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Write or Type Committee Name

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: / / To: / /

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	2250	4340.24
(ii) Unitemized.....	3562.61	18254.25
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	5812.61	22594.49
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	0	0
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	5812.61	22594.49
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	0	8708.52
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	2300.21	2300.21
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	8112.82	33603.22
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	8112.82	33603.22

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Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: / / To: / /

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	12750	17090.24
(ii) Unitemized.....	13346.08	31600.33
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	26096.08	48690.57
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	0	0
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	26096.08	48690.57
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	30383	39091.52
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	0	2300.21
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	56479.08	90082.3
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	56479.08	90082.3

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Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: / / To: / /

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	11209.79	28300.03
(ii) Unitemized.....	34155.11	65755.44
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	45364.9	94055.47
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	0	0
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	45364.9	94055.47
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	30.38	39121.9
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	1065.89	3366.1
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	46461.17	136543.47
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	46461.17	136543.47

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Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: / / To: / /

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	6650	34950.03
(ii) Unitemized.....	17482.5	83237.94
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	24132.5	118187.97
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	0	0
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	24132.5	118187.97
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	0	39121.9
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	330	3696.1
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	24462.5	161005.97
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	24462.5	161005.97

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Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: / / To: / /

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	16550	51500.03
(ii) Unitemized.....	41351.12	124589.06
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	57901.12	176089.09
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	0	0
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	57901.12	176089.09
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	0	39121.9
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	0	3696.1
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	57901.12	218907.09
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	57901.12	218907.09

DETAILED SUMMARY PAGE
of Receipts

FEC Form 3X (Rev. 06/2004)

Write or Type Committee Name

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: / / To: / /

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	3500	55000.03
(ii) Unitemized.....	7634.23	132223.29
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	11134.23	187223.32
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	0	0
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	11134.23	187223.32
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	0	39121.9
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	0	3696.1
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	11134.23	230041.32
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	11134.23	230041.32

DETAILED SUMMARY PAGE
of Receipts

FEC Form 3X (Rev. 06/2004)

Page 3

Write or Type Committee Name

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Report Covering the Period: From: / / To: / /

I. Receipts	COLUMN A Total This Period	COLUMN B Calendar Year-to-Date
11. Contributions (other than loans) From:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A).....	1070	56070.03
(ii) Unitemized.....	2132	134355.29
(iii) TOTAL (add Lines 11(a)(i) and (ii))..... ▶	3202	190425.32
(b) Political Party Committees.....	0	0
(c) Other Political Committees (such as PACs).....	0	0
(d) Total Contributions (add Lines 11(a)(iii), (b), and (c)) (Carry Totals to Line 33, page 5)..... ▶	3202	190425.32
12. Transfers From Affiliated/Other Party Committees.....	0	0
13. All Loans Received.....	0	0
14. Loan Repayments Received.....	0	0
15. Offsets To Operating Expenditures (Refunds, Rebates, etc.) (Carry Totals to Line 37, page 5).....	267.71	39389.61
16. Refunds of Contributions Made to Federal Candidates and Other Political Committees.....	0	0
17. Other Federal Receipts (Dividends, Interest, etc.).....	0	3696.1
18. Transfers from Non-Federal and Levin Funds		
(a) Non-Federal Account (from Schedule H3).....	0	0
(b) Levin Funds (from Schedule H5).....	0	0
(c) Total Transfers (add 18(a) and 18(b))..	0	0
19. Total Receipts (add Lines 11(d), 12, 13, 14, 15, 16, 17, and 18(c))..... ▶	3469.71	233511.03
20. Total Federal Receipts (subtract Line 18(c) from Line 19)..... ▶	3469.71	233511.03

EXHIBIT 12

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-██████

Billing Date: 7/27/2011

Billing Cycle: June

Bill to:

Bachmann for President

Attn: Nancy Watkins
PO Box 25950
Woodbury, MN 55125

Date	Description	Hours	Hourly Rate	Total
6/15-6/30	Political and Fundraising Consulting	NA	NA	\$11,250
Total				\$11,250

Please Remit Payment to:

C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-██████

BFP_000011

13-1274_0109

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-██████

Billing Date: 7/27/2011

Billing Cycle: July

Bill to:

Bachmann for President

Attn: Nancy Watkins
PO Box 25950
Woodbury, MN 55125

Date	Description	Hours	Hourly Rate	Total
7/1 - 7/31	Political and Fundraising Consulting	NA	NA	\$22,500
Total				\$22,500

Please Remit Payment to:

C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-██████

INVOICE PAYMENT

DATE: 7/28/11 \$AMT: \$33,750.00

CLIENT AUTH: ✓ RWC AUTH: Ⓢ

GL#: 1727.00

FEC/DOE: fundraising consulting - June & July

SPECIAL INSTR: _____

contract/wa attached

BFP_000012

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-████

Billing Date: /31/2011

Billing Cycle: August

Bill to:

Bachmann for President

Attn: Nancy Watkins
PO Box 25950
Woodbury, MN 55125

Date	Discription	Hours	Hourly Rate	Total
8/1 - 8/31	Political and Fundraising Consulting	NA	NA	\$22,500
	Iowa Consulting (Additional approved by David)	NA	NA	\$3,330
Total				\$25,830

Please Remit Payment to:

C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-████

@ 2/12/11

1,727.00

Fundraising Consulting

BFP_000013

13-1274_0111

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-██████

Billing Date: 10/3/2011

Billing Cycle: September

Bill to:

Bachmann for President

Attn: Nancy Watkins
PO Box 25950
Woodbury, MN 55125

Date	Description	Hours	Hourly Rate	Total
9/1 - 9/31	Political and Fundraising Consulting	NA	NA	\$22,500
Total				\$22,500

Please Remit Payment to:

C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-██████

BFP_000014

13-1274_0112

'NOV 03 REC'D

C&M Strategies

1617 Parkdale Circle North
Erie, CO 80516
303-834-████

Billing Date: 11/1/2011

Billing Cycle: October

Bill to:

Bachmann for President

Attn: Nancy Watkins
PO Box 25950
Woodbury, MN 55125

Date	Discription	Hours	Hourly Rate	Total
10/1 - 10/31	Political and Fundraising Consulting	NA	NA	\$22,500
Total				\$22,500

Please Remit Payment to:

C&M Strategies
Attn: Guy Short
1617 Parkdale Circle North
Erie, CO 80516
303-834-████

1727.00
fundraising consulting

BFP_000015

13-1274_0113

EXHIBIT 13

**SCHEDULE B-P
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

23 24 25 26 27a
 27b 28a 28b 28c 29

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full)

Bachmann for President

Full Name (Last, First, Middle Initial)

A. Brad Johnson Investments, LC

Mailing Address P. O. Box 13375

City Des Moines State IA Zip Code 50310

Purpose of Disbursement office rent

Candidate Name

Office Sought: House Senate President
Disbursement For: 2012
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

M M / D D / Y Y Y Y
12 / 30 / 2011

Transaction ID : B1550DE32EA8E43D4B1F

Amount of Each Disbursement this Period

5000.00

Full Name (Last, First, Middle Initial)

B. C&M Strategies

Mailing Address 1617 Parkdale Circle, N.

City Erie State CO Zip Code 80516

Purpose of Disbursement fundraising consulting

Candidate Name

Office Sought: House Senate President
Disbursement For: 2012
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

M M / D D / Y Y Y Y
10 / 11 / 2011

Transaction ID : B5E3C43B7D3574642BCF

Amount of Each Disbursement this Period

22500.00

Full Name (Last, First, Middle Initial)

C. C&M Strategies

Mailing Address 1617 Parkdale Circle, N.

City Erie State CO Zip Code 80516

Purpose of Disbursement fundraising consulting

Candidate Name

Office Sought: House Senate President
Disbursement For: 2012
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

M M / D D / Y Y Y Y
11 / 09 / 2011

Transaction ID : BE60D000D3F6449918AA

Amount of Each Disbursement this Period

22500.00

Subtotal Of Receipts This Page (optional)..... 50000.00

Total This Period (last page this line number only).....

EXHIBIT 14

**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. Campaign Solutions

Mailing Address 117 N Saint Asaph Street

City Alexandria State VA Zip Code 22314-3109

Purpose of Disbursement
Fundraising: TM Expense

003

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
07 / 21 / 2011

Transaction ID : SB21B-119392-37587-e

Amount of Each Disbursement this Period

43.84

Full Name (Last, First, Middle Initial)

B. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City Erie State CO Zip Code 80516-2402

Purpose of Disbursement
Fundraising Consulting

001

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
07 / 11 / 2011

Transaction ID : SB21B-120182-37583-e

Amount of Each Disbursement this Period

2500

Full Name (Last, First, Middle Initial)

C. American Express

Mailing Address PO Box 53852

City Phoenix State AZ Zip Code 85072-3852

Purpose of Disbursement
Fundraising: CC Fees

003

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
07 / 01 / 2011

Transaction ID : SB21B-120179-37580-e

Amount of Each Disbursement this Period

2.32

SUBTOTAL of Disbursements This Page (optional)..... ▶

2546.16

TOTAL This Period (last page this line number only)..... ▶

**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

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NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. RMLC

Mailing Address Two Riverbend

City Lansdowne State VA Zip Code 20176

Purpose of Disbursement
Direct Mail Fundraising

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
08 / 02 / 2011

Transaction ID : SB21B-120515-37760-e

Amount of Each Disbursement this Period

810

B. Alliance Bank

Mailing Address 115 5th St E
#55

City St. Paul State MN Zip Code 55101

Purpose of Disbursement
Bank Fees

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
08 / 03 / 2011

Transaction ID : SB21B-5-37738-e

Amount of Each Disbursement this Period

26.95

C. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City Erie State CO Zip Code 80516-2402

Purpose of Disbursement
Fundraising Consulting

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
08 / 03 / 2011

Transaction ID : SB21B-120182-37742-e

Amount of Each Disbursement this Period

5000

SUBTOTAL of Disbursements This Page (optional)..... ▶

5836.95

TOTAL This Period (last page this line number only)..... ▶

**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

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NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City Erie State CO Zip Code 80516-2402

Purpose of Disbursement
Fundraising: Fundraising Consulting

003

Category/
Type

Candidate Name

Office Sought: House Senate President
State: District:

Disbursement For: Primary General Other (specify) ▼

Date of Disbursement

MM / DD / YYYY
09 / 01 / 2011

Transaction ID : SB21B-120182-37831-e

Amount of Each Disbursement this Period

5000

Full Name (Last, First, Middle Initial)

B. Alliance Bank

Mailing Address 115 5th St E #55

City St. Paul State MN Zip Code 55101

Purpose of Disbursement
Bank Fees

001

Category/
Type

Candidate Name

Office Sought: House Senate President
State: District:

Disbursement For: Primary General Other (specify) ▼

Date of Disbursement

MM / DD / YYYY
09 / 12 / 2011

Transaction ID : SB21B-5-37825-e

Amount of Each Disbursement this Period

15.03

Full Name (Last, First, Middle Initial)

C. Cardinals FEC Compliance Services, PLC

Mailing Address PO Box 4182

City Saint Paul State MN Zip Code 55104-0182

Purpose of Disbursement
Accounting Fees

001

Category/
Type

Candidate Name

Office Sought: House Senate President
State: District:

Disbursement For: Primary General Other (specify) ▼

Date of Disbursement

MM / DD / YYYY
09 / 20 / 2011

Transaction ID : SB21B-40443-37833-e

Amount of Each Disbursement this Period

424

SUBTOTAL of Disbursements This Page (optional)..... ▶

5439.03

TOTAL This Period (last page this line number only)..... ▶

**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

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NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City Erie State CO Zip Code 80516-2402

Purpose of Disbursement
Fundraising Consulting

001

Category/
Type

Candidate Name

Office Sought: House Senate President

Disbursement For: Primary General Other (specify) ▼

State: District:

Date of Disbursement

10 / 12 / 2011

Transaction ID : SB21B-120182-37895-e

Amount of Each Disbursement this Period

5000

B. Campaign Solutions

Mailing Address 117 N Saint Asaph Street

City Alexandria State VA Zip Code 22314-3109

Purpose of Disbursement
Credit Card Fees

001

Category/
Type

Candidate Name

Office Sought: House Senate President

Disbursement For: Primary General Other (specify) ▼

State: District:

Date of Disbursement

10 / 01 / 2011

Transaction ID : SB21B-119392-37903-e

Amount of Each Disbursement this Period

7879.14

C. Paysimple

Mailing Address 1436 E 17th Avenue
Suite 300

City Denver State CO Zip Code 80218-1613

Purpose of Disbursement
Credit Card Fees

001

Category/
Type

Candidate Name

Office Sought: House Senate President

Disbursement For: Primary General Other (specify) ▼

State: District:

Date of Disbursement

10 / 04 / 2011

Transaction ID : SB21B-120839-37892-e

Amount of Each Disbursement this Period

34.95

SUBTOTAL of Disbursements This Page (optional)..... ▶

12914.09

TOTAL This Period (last page this line number only)..... ▶

**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

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NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City Erie State CO Zip Code 80516-2402

Purpose of Disbursement
Fundraising Consulting

Candidate Name

Office Sought: House
 Senate
 President
State: District:

Disbursement For:
 Primary General
 Other (specify) ▼

Category/
Type

Date of Disbursement

M M / D D / Y Y Y Y Y Y
11 / 01 / 2011

Transaction ID : SB21B-120182-37948-e

Amount of Each Disbursement this Period

5000

B. Alliance Bank

Mailing Address 115 5th St E
#55

City St. Paul State MN Zip Code 55101

Purpose of Disbursement
Bank Fees

Candidate Name

Office Sought: House
 Senate
 President
State: District:

Disbursement For:
 Primary General
 Other (specify) ▼

Category/
Type

Date of Disbursement

M M / D D / Y Y Y Y Y Y
11 / 22 / 2011

Transaction ID : SB21B-5-37947-e

Amount of Each Disbursement this Period

9.26

C. Win Right Data Company, LLC

Mailing Address 264 N Lumpkin Street
Suite 202

City Athens State GA Zip Code 30601-2832

Purpose of Disbursement
Direct Mail

Candidate Name

Office Sought: House
 Senate
 President
State: District:

Disbursement For:
 Primary General
 Other (specify) ▼

Category/
Type

Date of Disbursement

M M / D D / Y Y Y Y Y Y
11 / 28 / 2011

Transaction ID : SB21B-40616-37953-e

Amount of Each Disbursement this Period

120

SUBTOTAL of Disbursements This Page (optional)..... ▶

TOTAL This Period (last page this line number only)..... ▶

5129.26

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**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. Win Right Data Company, LLC

Mailing Address 264 N Lumpkin Street
Suite 202

City Athens State GA Zip Code 30601-2832

Purpose of Disbursement
Website

Candidate Name

Category/
Type

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

M M / D D / Y Y Y Y Y Y
11 / 28 / 2011

Transaction ID : SB21B-40616-37962-e

Amount of Each Disbursement this Period

75

Full Name (Last, First, Middle Initial)

B. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City Erie State CO Zip Code 80516-2402

Purpose of Disbursement
Fundraising Consulting

Candidate Name

Category/
Type

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

M M / D D / Y Y Y Y Y Y
11 / 30 / 2011

Transaction ID : SB21B-120182-37949-e

Amount of Each Disbursement this Period

5000

C.

Full Name (Last, First, Middle Initial)

Mailing Address

City State Zip Code

Purpose of Disbursement

Candidate Name

Category/
Type

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

M M / D D / Y Y Y Y Y Y

Amount of Each Disbursement this Period

SUBTOTAL of Disbursements This Page (optional)..... ▶

5075.00

TOTAL This Period (last page this line number only)..... ▶

20226.43

**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. Cardinals FEC Compliance Services, PLC

Mailing Address PO Box 4182

City State Zip Code
Saint Paul MN 55104-0182

Purpose of Disbursement
Accounting and Reporting

001

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
12 / 20 / 2011

Transaction ID : SB21B-40443-38009-e

Amount of Each Disbursement this Period

826.5

Full Name (Last, First, Middle Initial)

B. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City State Zip Code
Erie CO 80516-2402

Purpose of Disbursement
Fundraising Consulting

001

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
12 / 06 / 2011

Transaction ID : SB21B-120182-38011-e

Amount of Each Disbursement this Period

20000

Full Name (Last, First, Middle Initial)

C. Paysimple

Mailing Address 1436 E 17th Avenue
Suite 300

City State Zip Code
Denver CO 80218-1613

Purpose of Disbursement
Credit Card Fees

001

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
12 / 02 / 2011

Transaction ID : SB21B-120839-38005-e

Amount of Each Disbursement this Period

5

SUBTOTAL of Disbursements This Page (optional)..... ▶

20831.50

TOTAL This Period (last page this line number only)..... ▶

**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

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NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. Campaign Solutions

Mailing Address 117 N Saint Asaph Street

City Alexandria State VA Zip Code 22314-3109

Purpose of Disbursement
Credit Card Fees

001

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
01 / 04 / 2012

Transaction ID : SB21B-119392-38069-e

Amount of Each Disbursement this Period

654.32

B. United States Postal Service

Mailing Address 791 Currell Blvd

City Woodbury State MN Zip Code 55125

Purpose of Disbursement
Administrative/Salary/Overhead: Postage

001

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
01 / 04 / 2012

Transaction ID : SB21B-33303-38034-e

Amount of Each Disbursement this Period

300

C. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City Erie State CO Zip Code 80516-2402

Purpose of Disbursement
Fundraising Consulting

001

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
01 / 03 / 2012

Transaction ID : SB21B-120182-38032-e

Amount of Each Disbursement this Period

20000

SUBTOTAL of Disbursements This Page (optional)..... ▶

20954.32

TOTAL This Period (last page this line number only)..... ▶

EXHIBIT 15

**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

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NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. Southwest Publishing and Mailing Corporat

Mailing Address 2600 NW Topeka Boulevard

City Topeka State KS Zip Code 66617-1160

Purpose of Disbursement
Fundraising: Direct Mail

003

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
02 / 01 / 2011

Transaction ID : SB21B-40619-26918-e

Amount of Each Disbursement this Period

24959.95

Full Name (Last, First, Middle Initial)

B. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City Erie State CO Zip Code 80516-2402

Purpose of Disbursement
Management Consulting

001

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
02 / 03 / 2011

Transaction ID : SB21B-120182-26933-e

Amount of Each Disbursement this Period

3185

Full Name (Last, First, Middle Initial)

C. MDI Imaging and Mail

Mailing Address 21955 Cascades Parkway

City Dulles State VA Zip Code 20166-9211

Purpose of Disbursement
Fundraising: Direct Mail

003

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
02 / 14 / 2011

Transaction ID : SB21B-40595-26898-e

Amount of Each Disbursement this Period

30450

SUBTOTAL of Disbursements This Page (optional)..... ▶

58594.95

TOTAL This Period (last page this line number only)..... ▶

**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

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NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. Saber Communications, Inc

Mailing Address 101 Washington Street

City Falmouth State VA Zip Code 22405-2361

Purpose of Disbursement
Fundraising: Direct Mail

003

Category/
Type

Candidate Name

Office Sought: House Senate President

Disbursement For: Primary General Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
02 / 23 / 2011

Transaction ID : SB21B-40607-26905-e

Amount of Each Disbursement this Period

3000

Full Name (Last, First, Middle Initial)

B. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City Erie State CO Zip Code 80516-2402

Purpose of Disbursement
Fundraising: Fundraising Consulting

003

Category/
Type

Candidate Name

Office Sought: House Senate President

Disbursement For: Primary General Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
02 / 17 / 2011

Transaction ID : SB21B-120182-26951-e

Amount of Each Disbursement this Period

4500

Full Name (Last, First, Middle Initial)

C. Cardinals FEC Compliance Services, PLC

Mailing Address PO Box 4182

City Saint Paul State MN Zip Code 55104-0182

Purpose of Disbursement
Accounting Fees

001

Category/
Type

Candidate Name

Office Sought: House Senate President

Disbursement For: Primary General Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
02 / 17 / 2011

Transaction ID : SB21B-40443-26752-e

Amount of Each Disbursement this Period

2910

SUBTOTAL of Disbursements This Page (optional)..... ▶

10410.00

TOTAL This Period (last page this line number only)..... ▶

**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

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NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City Erie State CO Zip Code 80516-2402

Purpose of Disbursement
Fundraising: Fundraising Consulting

003

Category/
Type

Candidate Name

Office Sought: House Senate President
State: District:

Disbursement For: Primary General Other (specify) ▼

Date of Disbursement

MM / DD / YYYY
04 / 07 / 2011

Transaction ID : SB21B-120182-31010-e

Amount of Each Disbursement this Period

1627.4

Full Name (Last, First, Middle Initial)

B. Allegiance List Marketing

Mailing Address 430 E E Street

City Purcellville State VA Zip Code 20132-3319

Purpose of Disbursement
Fundraising Direct Mail

001

Category/
Type

Candidate Name

Office Sought: House Senate President
State: District:

Disbursement For: Primary General Other (specify) ▼

Date of Disbursement

MM / DD / YYYY
04 / 20 / 2011

Transaction ID : SB21B-40583-30989-e

Amount of Each Disbursement this Period

2000

Full Name (Last, First, Middle Initial)

C. American Express

Mailing Address PO Box 53852

City Phoenix State AZ Zip Code 85072-3852

Purpose of Disbursement
Fundraising Credit Card Fees

003

Category/
Type

Candidate Name

Office Sought: House Senate President
State: District:

Disbursement For: Primary General Other (specify) ▼

Date of Disbursement

MM / DD / YYYY
04 / 29 / 2011

Transaction ID : SB21B-120179-30984-e

Amount of Each Disbursement this Period

3.05

SUBTOTAL of Disbursements This Page (optional)..... ▶

3630.45

TOTAL This Period (last page this line number only)..... ▶

**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

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NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City Erie State CO Zip Code 80516-2402

Purpose of Disbursement
Fundraising: Fundraising Consulting

003

Category/
Type

Candidate Name

Office Sought: House Senate President
State: District:

Disbursement For: Primary General Other (specify) ▼

Date of Disbursement

MM / DD / YYYY
04 / 11 / 2011

Transaction ID : SB21B-120182-31012-e

Amount of Each Disbursement this Period

9000

Full Name (Last, First, Middle Initial)

B. American Express

Mailing Address PO Box 53852

City Phoenix State AZ Zip Code 85072-3852

Purpose of Disbursement
Fundraising Credit Card Fees

003

Category/
Type

Candidate Name

Office Sought: House Senate President
State: District:

Disbursement For: Primary General Other (specify) ▼

Date of Disbursement

MM / DD / YYYY
04 / 15 / 2011

Transaction ID : SB21B-120179-30983-e

Amount of Each Disbursement this Period

3.04

Full Name (Last, First, Middle Initial)

C. American Express

Mailing Address PO Box 53852

City Phoenix State AZ Zip Code 85072-3852

Purpose of Disbursement
Fundraising Credit Card Fees

003

Category/
Type

Candidate Name

Office Sought: House Senate President
State: District:

Disbursement For: Primary General Other (specify) ▼

Date of Disbursement

MM / DD / YYYY
04 / 04 / 2011

Transaction ID : SB21B-120179-30974-e

Amount of Each Disbursement this Period

6.6

SUBTOTAL of Disbursements This Page (optional)..... ▶

9009.64

TOTAL This Period (last page this line number only)..... ▶

**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

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NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City Erie State CO Zip Code 80516-2402

Purpose of Disbursement
Fundraising: Fundraising Consulting

003

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
04 / 11 / 2011

Transaction ID : SB21B-120182-31011-e

Amount of Each Disbursement this Period

3000

B. Allegiance List Marketing

Mailing Address 430 E E Street

City Purcellville State VA Zip Code 20132-3319

Purpose of Disbursement
Fundraising Direct Mail

001

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
04 / 20 / 2011

Transaction ID : SB21B-40583-30988-e

Amount of Each Disbursement this Period

2000

C. Win Right Data Company, LLC

Mailing Address 264 N Lumpkin Street
Suite 202

City Athens State GA Zip Code 30601-2832

Purpose of Disbursement
Fundraising List Purchase

001

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
04 / 27 / 2011

Transaction ID : SB21B-40616-31005-e

Amount of Each Disbursement this Period

100

SUBTOTAL of Disbursements This Page (optional)..... ▶

5100.00

TOTAL This Period (last page this line number only)..... ▶

**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

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NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City Erie State CO Zip Code 80516-2402

Purpose of Disbursement
Fundraising: Fundraising Consulting

003

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
04 / 19 / 2011

Transaction ID : SB21B-120182-31014-e

Amount of Each Disbursement this Period

1500

Full Name (Last, First, Middle Initial)

B. American Express

Mailing Address PO Box 53852

City Phoenix State AZ Zip Code 85072-3852

Purpose of Disbursement
Fundraising Credit Card Fees

003

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
04 / 08 / 2011

Transaction ID : SB21B-120179-30978-e

Amount of Each Disbursement this Period

1.75

Full Name (Last, First, Middle Initial)

C. Allegiance List Marketing

Mailing Address 430 E E Street

City Purcellville State VA Zip Code 20132-3319

Purpose of Disbursement
Fundraising List Purchase

001

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
04 / 20 / 2011

Transaction ID : SB21B-40583-31002-e

Amount of Each Disbursement this Period

625

SUBTOTAL of Disbursements This Page (optional)..... ▶

2126.75

TOTAL This Period (last page this line number only)..... ▶

**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

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NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City Erie State CO Zip Code 80516-2402

Purpose of Disbursement
Fundraising: Fundraising Consulting

003

Category/
Type

Candidate Name

Office Sought: House Senate President

Disbursement For: Primary General Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
05 / 06 / 2011

Transaction ID : SB21B-120182-35348-e

Amount of Each Disbursement this Period

9175

Full Name (Last, First, Middle Initial)

B. Wesley Enos

Mailing Address 501 34th Avenue SW

City Altoona State IA Zip Code 50009-2634

Purpose of Disbursement
Management Consulting

-01

Category/
Type

Candidate Name

Office Sought: House Senate President

Disbursement For: Primary General Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
05 / 06 / 2011

Transaction ID : SB21B-88254-35346-e

Amount of Each Disbursement this Period

2310.07

Full Name (Last, First, Middle Initial)

C. The Richard Norman Company

Mailing Address 44084 Riverside Parkway
Suite 350

City Lansdowne State VA Zip Code 20176-6823

Purpose of Disbursement
Fundraising: Direct Mail Fundraising

003

Category/
Type

Candidate Name

Office Sought: House Senate President

Disbursement For: Primary General Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
05 / 20 / 2011

Transaction ID : SB21B-40602-35354-e

Amount of Each Disbursement this Period

300

SUBTOTAL of Disbursements This Page (optional)..... ▶

11785.07

TOTAL This Period (last page this line number only)..... ▶

**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

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NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. McGill Consulting

Mailing Address 7643 S Bay Drive

City State Zip Code
Bloomington MN 55438-2901

Purpose of Disbursement
Fundraising: Fundraising Consulting

003

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
05 / 13 / 2011

Transaction ID : SB21B-40644-35360-e

Amount of Each Disbursement this Period

250

Full Name (Last, First, Middle Initial)

B. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City State Zip Code
Erie CO 80516-2402

Purpose of Disbursement
Fundraising: Fundraising Consulting

003

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
05 / 18 / 2011

Transaction ID : SB21B-120182-35349-e

Amount of Each Disbursement this Period

4325

Full Name (Last, First, Middle Initial)

C. American Express

Mailing Address PO Box 53852

City State Zip Code
Phoenix AZ 85072-3852

Purpose of Disbursement
Fundraising: Credit Card Fees

003

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
05 / 16 / 2011

Transaction ID : SB21B-120179-35369-e

Amount of Each Disbursement this Period

1.74

SUBTOTAL of Disbursements This Page (optional)..... ▶

4576.74

TOTAL This Period (last page this line number only)..... ▶

**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

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NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. American Express

Mailing Address PO Box 53852

City State Zip Code
Phoenix AZ 85072-3852

Purpose of Disbursement
Fundraising: Credit Card Fees

003

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

M M M	/	D D D	/	Y Y Y Y Y Y
05	/	24	/	2011

Transaction ID : SB21B-120179-35373-e

Amount of Each Disbursement this Period

6.38

Full Name (Last, First, Middle Initial)

B. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City State Zip Code
Erie CO 80516-2402

Purpose of Disbursement
Fundraising: Fundraising Consulting

003

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

M M M	/	D D D	/	Y Y Y Y Y Y
05	/	25	/	2011

Transaction ID : SB21B-120182-35350-e

Amount of Each Disbursement this Period

9000

Full Name (Last, First, Middle Initial)

C. Envision Marketing

Mailing Address PO Box 4275

City State Zip Code
Lynchburg VA 24502-0275

Purpose of Disbursement
Fundraising: Direct Mail Fundraising

003

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

M M M	/	D D D	/	Y Y Y Y Y Y
05	/	11	/	2011

Transaction ID : SB21B-40612-35355-e

Amount of Each Disbursement this Period

11655

SUBTOTAL of Disbursements This Page (optional)..... ▶

20661.38

TOTAL This Period (last page this line number only)..... ▶

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**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

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NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. TK Loney & Son Printing

Mailing Address 1413 Juliet Avenue

City	State	Zip Code
Saint Paul	MN	55105-2566

Purpose of Disbursement
Printing and Copying

-01
Category/ Type

Candidate Name

Office Sought:	House <input type="checkbox"/>	Senate <input type="checkbox"/>	President <input type="checkbox"/>	Disbursement For:	Primary <input type="checkbox"/>	General <input type="checkbox"/>	Other (specify) <input type="checkbox"/> ▼
State:	District:						

Date of Disbursement

M M M	/	D D D	/	Y Y Y Y Y Y
05	/	26	/	2011

Transaction ID : SB21B-116752-35362-e

Amount of Each Disbursement this Period

1359.83

Full Name (Last, First, Middle Initial)

B. American Express

Mailing Address PO Box 53852

City	State	Zip Code
Phoenix	AZ	85072-3852

Purpose of Disbursement
Fundraising: Credit Card Fees

003
Category/ Type

Candidate Name

Office Sought:	House <input type="checkbox"/>	Senate <input type="checkbox"/>	President <input type="checkbox"/>	Disbursement For:	Primary <input type="checkbox"/>	General <input type="checkbox"/>	Other (specify) <input type="checkbox"/> ▼
State:	District:						

Date of Disbursement

M M M	/	D D D	/	Y Y Y Y Y Y
05	/	20	/	2011

Transaction ID : SB21B-120179-35372-e

Amount of Each Disbursement this Period

1.75

Full Name (Last, First, Middle Initial)

C. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City	State	Zip Code
Erie	CO	80516-2402

Purpose of Disbursement
Fundraising: Fundraising Consulting

003
Category/ Type

Candidate Name

Office Sought:	House <input type="checkbox"/>	Senate <input type="checkbox"/>	President <input type="checkbox"/>	Disbursement For:	Primary <input type="checkbox"/>	General <input type="checkbox"/>	Other (specify) <input type="checkbox"/> ▼
State:	District:						

Date of Disbursement

M M M	/	D D D	/	Y Y Y Y Y Y
05	/	31	/	2011

Transaction ID : SB21B-120182-35351-e

Amount of Each Disbursement this Period

1500

SUBTOTAL of Disbursements This Page (optional)..... ▶

2861.58

TOTAL This Period (last page this line number only)..... ▶

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**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
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Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

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NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City Erie State CO Zip Code 80516-2402

Purpose of Disbursement
Fundraising: Fundraising Consulting

003

Category/
Type

Candidate Name

Office Sought: House Senate President
State: District:

Disbursement For: Primary General Other (specify) ▼

Date of Disbursement

MM / DD / YYYY
06 / 20 / 2011

Transaction ID : SB21B-120182-36989-e

Amount of Each Disbursement this Period

5750

Full Name (Last, First, Middle Initial)

B. Paysimple

Mailing Address 1436 E 17th Avenue
Suite 300

City Denver State CO Zip Code 80218-1613

Purpose of Disbursement
Fundraising: Credit Card Fees

003

Category/
Type

Candidate Name

Office Sought: House Senate President
State: District:

Disbursement For: Primary General Other (specify) ▼

Date of Disbursement

MM / DD / YYYY
06 / 02 / 2011

Transaction ID : SB21B-120839-37001-e

Amount of Each Disbursement this Period

34.95

Full Name (Last, First, Middle Initial)

C. Cardinals FEC Compliance Services, PLC

Mailing Address PO Box 4182

City Saint Paul State MN Zip Code 55104-0182

Purpose of Disbursement
Accounting Fees

001

Category/
Type

Candidate Name

Office Sought: House Senate President
State: District:

Disbursement For: Primary General Other (specify) ▼

Date of Disbursement

MM / DD / YYYY
06 / 17 / 2011

Transaction ID : SB21B-40443-36994-e

Amount of Each Disbursement this Period

3885

SUBTOTAL of Disbursements This Page (optional)..... ▶

9669.95

TOTAL This Period (last page this line number only)..... ▶

**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

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NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. Campaign Solutions

Mailing Address 117 N Saint Asaph Street

City Alexandria State VA Zip Code 22314-3109

Purpose of Disbursement
Credit Card Fees

001

Category/
Type

Candidate Name

Office Sought: House Senate President

Disbursement For: Primary General Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
01 / 04 / 2012

Transaction ID : SB21B-119392-38069-e

Amount of Each Disbursement this Period

654.32

B. United States Postal Service

Mailing Address 791 Currell Blvd

City Woodbury State MN Zip Code 55125

Purpose of Disbursement
Administrative/Salary/Overhead: Postage

001

Category/
Type

Candidate Name

Office Sought: House Senate President

Disbursement For: Primary General Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
01 / 04 / 2012

Transaction ID : SB21B-33303-38034-e

Amount of Each Disbursement this Period

300

C. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City Erie State CO Zip Code 80516-2402

Purpose of Disbursement
Fundraising Consulting

001

Category/
Type

Candidate Name

Office Sought: House Senate President

Disbursement For: Primary General Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
01 / 03 / 2012

Transaction ID : SB21B-120182-38032-e

Amount of Each Disbursement this Period

20000

SUBTOTAL of Disbursements This Page (optional)..... ▶

20954.32

TOTAL This Period (last page this line number only)..... ▶

EXHIBIT 16

CONFIDENTIAL

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

OFFICE OF CONGRESSIONAL ETHICS
UNITED STATES HOUSE OF REPRESENTATIVES

MEMORANDUM OF INTERVIEW

IN RE: Former Senior Advisor for Coalitions
Bachmann for President
REVIEW No(s): 13-1274
DATE: March 26, 2013
LOCATION: 1100 G Street NW
Washington, DC
TIME: 3:08 p.m. to 4:20 p.m. (approximate)
PARTICIPANTS: Scott Gast
Paul Solis

SUMMARY: The OCE requested an interview with the witness and he consented to an interview. The witness made the following statements in response to our questioning:

1. The witness was given an 18 U.S.C. § 1001 warning and consented to an interview. The witness signed a written acknowledgement of the warning, which will be placed in the case file in this review.
2. The witness is a principal at Capitol City Partners, a public affairs and political consulting firm in Washington, DC. He has been with the firm for twelve years. His services include candidate, issue, and regulatory consulting. He specializes in coalition building.
3. The witness has been in this field since approximately 1989-90 and has worked on seven presidential campaigns, as well as numerous Senate and House campaigns.
4. The witness became involved with the Bachmann for President (“BFP”) campaign after he was approached in March or April 2011 by Guy Short, Andy Parrish, and Ed Brookover.
5. The witness’s understanding was that Guy Short was a consultant to Rep. Bachmann’s leadership PAC, and that he was a “prolific” fundraiser. Andy Parrish was her congressional Chief of Staff. It appeared to the witness that Mr. Short was Rep. Bachmann’s “outside operations” person and Mr. Parrish was her “inside operations” person. Mr. Brookover was a consultant to her congressional campaign.
6. Soon after speaking with Mr. Parrish, Mr. Short, and Mr. Brookover, the witness met with Rep. Bachmann in New York City and agreed to work for BFP. The witness had only a fleeting acquaintance with Rep. Bachmann prior to that meeting in New York, and he had no prior relationship with any of her political committees.
7. The witness was formally retained by BFP in May 2011 to provide strategic and political consulting services. The witness was paid \$7,500 per month for his services. His relationship with BFP ended when the campaign was suspended in January 2012.

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

8. The witness said he spent a substantial amount of time on the ground in Iowa, and some time in South Carolina and New Hampshire, during the presidential campaign. He said he averaged about seven to eight days per month in Iowa until August, when he began spending more time in the state in preparation for the Iowa straw poll.
9. The witness stated he was not “in the chain of command” with respect to the hiring or compensation of BFP staff or consultants.
10. Once the presidential campaign got underway, the witness believes that Mr. Short was based in Colorado but worked at the BFP offices in Virginia and Iowa quite often. He believes that Mr. Parrish worked in Iowa virtually full-time. Eric Woolson joined BFP sometime after the Iowa straw poll, serving the Iowa campaign manager.
11. At the beginning of the presidential campaign, the witness talked to Rep. Bachmann “fairly often,” maybe three times per week, offering her advice. He said that relations were good and she was accessible.
12. The witness said that after the Iowa straw poll, Rep. Bachmann became more isolated and that communications with her went through Keith Nahigian and Brett O’Donnell. The witness did not speak to Rep. Bachmann very often after the straw poll.
13. The witness stated that he thought Rep. Bachmann was signing off on major decisions early in the campaign. He stated that she was “definitely” involved in personnel decisions, noting his own experience, in which Mr. Short told him that his hiring was up to Rep. Bachmann. The witness further explained that, after the Iowa straw poll, Rep. Bachmann “wasn’t totally hands off,” but he did not get the impression that she was making day-to-day decisions.
14. The witness stated that Rep. Bachmann and Mr. Short had a “good and close” relationship, adding that Mr. Short was a good source for knowing what Rep. Bachmann was thinking.
15. The witness said that he did not have any interactions with Bachmann for Congress (“BFC”) or MICHELE PAC while he was with BFP.
16. The witness said that he knew Mr. Short professionally prior to joining BFP through Mr. Short’s position with the firm Wiland & Associates.
17. The witness said that he understood that Mr. Short was splitting his time between work for Rep. Bachmann’s various political committees and his work for Wiland & Associates. He understood that Mr. Short supervised fundraising operations for BFP, BFC, and MICHELE PAC. He said that he believed Mr. Short supervised everything MICHELE PAC did.
18. The witness was not aware of the arrangements between Mr. Short and BFP or between Mr. Short and MICHELE PAC.
19. The witness said that sometime around October 1, 2011, BFP was experiencing a “financial crunch.” He did not recall any request that staff or consultants defer compensation at this time.
20. The witness did not recall hearing Mr. Short saying he was working as a volunteer at this time.

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21. The witness said he was working more in Iowa during November and December 2011, spending approximately 15 days each month in the state.
22. The witness recalled that Mr. Short was also spending substantial time in Iowa in November and December 2011, noting that every time he worked in Iowa at that time, Mr. Short was also in Iowa. He did not have the impression that Mr. Short was working for other clients at this time. The witness added that Mr. Short was “clearly” the final authority on many campaign matters at this time.
23. When asked if Mr. Short could have done \$40,000 worth of work for other clients during the month of December 2011, given the time spent working on BFP matters, the witness stated that he would “find that surprising.”
24. The witness was under the impression that Mr. Short recruited Kent Sorenson to join BFP. The witness said that Mr. Sorenson was “very active” with the campaign, and Rep. Bachmann was “very friendly” with Mr. Sorenson. He traveled with her when she was in Iowa.
25. The witness recalled traveling to Iowa in May 2011 to assist in scouting locations for Rep. Bachmann’s presidential campaign announcement. Mr. Sorenson and Iowa BFP staff member Wes Enos picked him up from the airport. During that trip, Mr. Sorenson told the witness that, “I’m not doing this for free. I’m getting paid for it.” The witness had the impression that Mr. Sorenson was bragging about his compensation for assisting BFP.
26. The witness recalled Mr. Sorenson telling him during the same conversation that payments directly from BFP would have put him in an “awkward” position.
27. Given this exchange, the witness had the impression that Mr. Sorenson was being paid by an entity other than BFP, but he did not know which entity.
28. The witness stated that he had heard that Mr. Sorenson was being paid \$7,500 per month but could not recall where he had heard this. The \$7,500 figure may have come up in his May 2011 conversation with Mr. Sorenson but he was not sure.
29. The witness stated that he did not know if Rep. Bachmann was aware of Mr. Sorenson’s compensation arrangements. He did not discuss this with her.

This memorandum was prepared on April 1, 2013 after the interview was conducted on March 26, 2013. I certify that this memorandum contains all pertinent matter discussed with the witness on March 26, 2013.

Paul Solis
Investigative Counsel

EXHIBIT 17

CONFIDENTIAL

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

OFFICE OF CONGRESSIONAL ETHICS
UNITED STATES HOUSE OF REPRESENTATIVES

MEMORANDUM OF INTERVIEW

IN RE: Keith Nahigian
REVIEW No(s): 13-1274
DATE: April 22, 2013
LOCATION: 2550 M Street, NW, Washington, DC
TIME: 11:19 a.m. to 1:25 p.m. (approximate)
PARTICIPANTS: Scott Gast
Kedric L. Payne
D. Zachary Adams, counsel to the witness
William McGinley, counsel to the witness

SUMMARY: The OCE requested an interview with the witness and he consented to an interview. The witness made the following statements in response to our questioning:

1. The witness was given an 18 U.S.C. § 1001 warning and consented to an interview. The witness signed a written acknowledgement of the warning, which will be placed in the case file in this review.
2. The witness joined the Bachmann for President (“BFP”) campaign after Bachmann political consultant Becki Donatelli approached him a few weeks prior to the launch of Rep. Bachmann’s campaign to ask if he was working for any presidential campaign in this cycle.
3. Ms. Donatelli asked the witness to meet with Rep. Bachmann to learn more about her. The witness had an initial “get-to-know” meeting with Rep. Bachmann in early to mid-June 2011. The witness did not have a prior relationship with Rep. Bachmann. He then met with Rep. Bachmann’s campaign manager Ed Rollins and others involved in starting the campaign.
4. After these initial meetings, the witness agreed to help with the launch of Rep. Bachmann’s presidential campaign. He did not intend to continue working for BFP after the launch.
5. The witness described his role at this time as a senior advisor for strategy and communications. He was responsible for designing how Rep. Bachmann would launch her campaign, as well as a strategy for rolling out the campaign in the first few states Rep. Bachmann would visit.
6. After the launch of the campaign, Rep. Bachmann convinced the witness that she needed his help with the Iowa straw poll, which was in August. The witness believes that he agreed to remain with the campaign as an advisor for strategy and communications near the end of June.
7. The witness stated that he does not recall the amount of the retainer he received from BFP; he believes that his brother would have handled the retainer. The witness speculated that the retainer was probably \$15,000 to \$20,000 per month. The witness also stated that the pay arrangement may have been by project instead of a retainer.

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8. The witness stated that, following the Iowa straw poll, Rep. Bachmann wanted him to remain with the campaign. He recalled that Mr. Rollins asked him to meet, where he asked the witness to succeed him as campaign manager. The witness initially told Mr. Rollins that he would not take the position, but Rep. Bachmann and Mr. Rollins kept encouraging him to take the position.
9. The witness remembers that he accepted the position of national campaign manager sometime in September 2011, after Labor Day.
10. The witness stated that he did not discuss his compensation with Rep. Bachmann. The witness said that his compensation arrangements stayed the same after he became national campaign manager. In this new position, he reported to Rep. Bachmann.
11. The witness stated that his duties as campaign manager were to “right the ship” and “save” the campaign. As national campaign manager, he had authority to hire and fire BFP staff, and he approved payments made by BFP.
12. When he first became campaign manager, the witness asked Nancy Watkins, the campaign staff member responsible for making disbursements, to create spreadsheets of the campaign’s income and payments to consultants for his approval. Initially, he sent many spreadsheets back to her with questions and requests for back-up documentation when he did not understand an expense.
13. The witness stayed on as campaign manager until the campaign was suspended after the Iowa caucuses in January 2012.
14. During the campaign, the witness interacted with Rep. Bachmann constantly. The witness believes that senior advisor Brett O’Donnell and press secretary Alice Stewart had the same level of interaction with Representative Bachman as he did. The witness stated that Guy Short did not have as much interaction with Rep. Bachmann because his activity did not require her approval. He added that he could have access to her when needed.
15. The witness told the OCE that Rep. Bachmann delegated a great deal of authority for running her presidential campaign, much more than she did in her congressional office. He explained that, early in the campaign, before Rep. Bachmann had a chance to get to know the staff, she wanted to approve everything. Later in the campaign, she felt less of a need to do so.
16. The witness said that Rep. Bachmann did know when new staff members joined the campaign because he would keep her informed.
17. The witness said that, during the presidential campaign, MICHELE PAC was “a separate entity.” He stated that he did not know how it operated, who was running it, or what its finances were. He said he understood that the presidential campaign could not “use” the PAC.
18. The witness first met Mr. Short in or around June 2011; he had not heard of Mr. Short prior to joining BFP. The witness found it odd that he had never heard of Mr. Short before because he has heard of most people “in the industry.”

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

19. The witness is not familiar with C&M Strategies, but understands that it is Mr. Short's consulting firm. He does not know of other C&M Strategies clients. He noted that Mr. Short seemed to have a relationship with Ms. Donatelli that may have related to other clients.
20. The witness told the OCE that Representative Bachman has a comfort level with Mr. Short.
21. The witness described Mr. Short's duties for BFP as relating to online fundraising and tele-town halls. He noted that Mr. Short was named as the BFP National Political Director in November 2011, but that his duties did not change. The witness explained that the change in Mr. Short's title was primarily motivated by a desire to project an image of an organized, viable campaign.
22. The witness was not involved in BFP's initial retention of Mr. Short and is not aware of the terms of the consulting agreement with the campaign. He believes that he first became aware of the amount of C&M Strategies' retainer payment in or around September 2011, when he began reviewing and approving payments to various campaign vendors.
23. The witness could not recall the exact amount of the retainer payments for C&M Strategies, but believes that it could have been \$10,000, \$15,000, or \$20,000 per month. The witness said that Mr. Short's compensation did not change when his title changed in November 2011.
24. The witness recalled that in September 2011, he asked presidential campaign staff and vendors to let him know if they could make any sacrifices in compensation because he was trying to trim the budget where possible. He said that by the end of the campaign, the budget was not an issue.
25. The witness said that Mr. Short approached him in December 2011 and told him that he had "nothing to do" for the presidential campaign. The witness said that Mr. Short told him that he wanted to volunteer for the presidential campaign and go to work for MICHELE PAC.
26. The witness explained that one of Mr. Short's primary responsibilities was fundraising for the presidential campaign, and that it was not a good time to raise funds in December 2011 because of the approaching holidays. He added that most of Mr. Short's fundraising efforts would have been put into place by this time, given the often long lead time involved in such projects.
27. The witness said that Mr. Short did not really assist with BFP's field operations, despite his title as National Political Director, as he had limited political relationships and political skills.
28. The witness said that Mr. Short would not have told him whether he was going to be paid for his work for MICHELE PAC, as the witness had nothing to do with the PAC.
29. The witness said that when Mr. Short told him of his desire to focus on MICHELE PAC in December 2011, he told Mr. Short that that would be "great." He explained that Mr. Short would then be in a position to field the many calls from other candidates that Rep. Bachmann had been receiving, asking for her help with their campaigns.
30. The witness does not believe he spoke with Rep. Bachmann about Mr. Short's request, as it would have been odd for him to approach her about Mr. Short volunteering for the campaign and working for the PAC.

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

31. The witness was shown a December 3, 2011 email from Mr. Short to the witness, in which Mr. Short asks him to approve a proposed fundraising solicitation for MICHELE PAC. The witness said that he thinks Mr. Short sent him this MICHELE PAC draft out of habit, but that he would have had no role in approving a PAC solicitation letter.
32. The witness said that he believes that this MICHELE PAC fundraising solicitation was “killed” and was never sent. He explained that the thought the solicitation seemed like that wrong thing at the wrong time, adding that December was not a good month for fundraising.
33. The witness does not recall discussing this email or the proposed solicitation with Mr. Short. He believes he may have ignored Mr. Short’s email. The witness said he never discussed the proposed solicitation with Rep. Bachmann.
34. The witness did not recall any other efforts undertaken by Mr. Short on behalf of MICHELE PAC that Mr. Short shared with him. The witness said that Mr. Short would have had no reason to run this stuff by him.
35. The witness stated that he does not know who had authority over MICHELE PAC’s activities or who would have overseen any work Mr. Short conducted for the PAC.
36. The witness was shown a December 6, 2011 email from Mr. Short to the witness, with the subject: “URGENT: Last Housefile before Iowa for approval,” in which Mr. Short asks for the witness’ approval of a fundraising solicitation letter for BFP. The witness said that he does not remember this email, but that it would have made sense for Mr. Short to seek the witness’ approval before spending BFP funds on postage.
37. The witness said that he believes that the BFP fundraising letter would have been created in November and that this December 6th email only concerned approval of postage costs.
38. The witness told the OCE that Mr. Short was not really part of BFP activities after this email.
39. The witness said that he was not aware of any invoices from C&M Strategies to MICHELE PAC in December 2011, nor was he aware of any payments by MICHELE PAC to C&M Strategies in December 2011 or January 2012. He said that he did not discuss either invoices to or payments from MICHELE PAC with Mr. Short. The witness again stated that he had no authority with respect to the PAC.
40. The witness said he first became aware of the December 2011/January 2012 payments from MICHELE PAC to C&M Strategies well after the Iowa caucuses, when certain payments were reported in the news media.
41. The witness said that, upon learning of the payments from MICHELE PAC to Mr. Short, he thought, “Really? We all worked for nothing, and he didn’t.” The witness believed it was “outrageous” that Mr. Short was being paid “when no one else was.”
42. The witness recalled that he was not a “fan” of Mr. Short because, during discussions about whether Rep. Bachmann should run for re-election to the House of Representatives in 2012, Mr. Short pushed her to run while the witness and others argued that she should not run for re-

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

election. The witness noted that Mr. Short's position may have been influenced by the money he would make from Rep. Bachmann's re-election efforts.

43. The witness first met Kent Sorenson at an event in New Hampshire in June 2011, on the same day that Rep. Bachmann announced her candidacy. He witness did not have a prior relationship with Mr. Sorenson. He does not know how Rep. Bachmann met Mr. Sorenson.
44. According to the witness, the campaign expected Mr. Sorenson to be the presidential campaign's top political person in Iowa, working to garner support from elected officials and other leaders in the state. The witness recalled that Mr. Sorenson was not, however, very effective. The witness noted that he hired an Iowa campaign manager when he became national campaign manager, as he felt no one was running the campaign in that state.
45. The witness said that Mr. Sorenson's duties included moderating tele-town hall meetings and occasionally traveling with Rep. Bachmann in Iowa.
46. The witness stated that Mr. Sorenson was not compensated for his work on the campaign. He said that there were no conversations about compensating Mr. Sorenson, directly or indirectly, and that there were no conversations about compensating Mr. Sorenson through C&M Strategies.
47. The witness said that Mr. Sorenson may have been reimbursed for certain expenses that he incurred for the campaign, and that he may have had a campaign credit card.
48. The witness recalled that in December 2011, Mr. Sorenson told him that Rand Paul was offering to pay him a significant amount of money to work with his campaign. The witness did not have any discussion with Mr. Sorenson being paid by Representative Bachman's campaign.
49. The witness stated that he was not aware of any compensation relationship between C&M Strategies and Mr. Sorenson. He stated that such an arrangement would have occurred before he became national campaign manager in September 2011.
50. When asked whether he was aware of the \$22,500 per month retainer that BFP paid C&M Strategies, the witness stated that \$22,500 sounds like more than what he had approved.
51. The witness recalled that he spoke to Mr. Short about making sacrifices for the campaign, similar to his conversations with all campaign staff. The witness could not recall whether Mr. Short may have submitted invoices to BFP that were less than the amount provided for in his contract.
52. The witness said that his role with respect to Rep. Bachmann's book tour, for her book *Core of Conviction*, was to be a liaison with the publisher on behalf of the campaign. He added that his job was to provide "windows of time" to the publisher in which to conduct the book tour.
53. The witness noted that the Iowa caucuses were originally scheduled to take place in February 2012, leaving time for a more expansive book tour. When the Iowa caucuses were rescheduled for January 2012, the time available for Rep. Bachmann to participate in a book tour was substantially limited. The witness described the book tour as a handful of "book stops," because the new compressed schedule eliminated approximately 90% of the original tour plans.

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54. The witness said he had a similar role relating to a book written by Senator John McCain during his presidential campaign in 2008. The witness said that, given this awareness, he consistently requested guidance from the campaign's legal counsel and the House Ethics Committee.
55. In his role as BFP's liaison to the publisher, the witness had an initial meeting with Adrian Zackheim, the head of the book publishing company. The witness' primary contact at the publisher was Allison McLean, as well as other people who worked for Ms. McLean. No one else from the campaign worked with the book company.
56. The witness said that book signing events were held in Minnesota, Iowa, and South Carolina. Rep. Bachmann also engaged in media appearances to promote the book in New York City.
57. The witness said that the publisher and book store employees were responsible for staffing book signing events. For events held outside of book stores, the publisher had hired a vendor who set-up and staffed these signing events.
58. The witness said that the publisher paid for a separate bus to transport Rep. Bachmann during the book tour. The campaign bus was not used during the book tour.
59. The witness traveled with Rep. Bachmann during most of the book tour in Iowa, but he did not necessarily attend the book signing events themselves. He stated that his purpose during the book tour was to handle the constant media questions about the campaign. He added that "the campaign never stops," and he needed to be with Rep. Bachmann to continue providing advice and to make decisions about the campaign.
60. The witness said that BFP press secretary Alice Stewart, senior advisor Brett O'Donnell, and staff member Tera Dahl also traveled with Rep. Bachmann on the book tour bus in Iowa. The witness said that Ms. Stewart would go in to each book signing event with Rep. Bachmann to ensure that any media present would direct inquiries through proper channels.
61. The witness said that the presidential campaign would sometimes have a campaign press conference with Rep. Bachmann outside of a book signing event. The witness said these press events were held "where appropriate" as "separate events" from the book signings.
62. The witness said that someone from the publisher either traveled with Rep. Bachmann during the book tour or was present at the book signing events in Iowa. He is not certain whether anyone from the publisher traveled with Representative Bachman in South Carolina.
63. The witness said that he does not believe that BFP made any payments to promote Rep. Bachmann's book. He said that the various payments made by the publisher or by the campaign would be reflected in documents provided to the OCE.
64. The witness was shown a November 16, 2011 email from Ms. McLean to the witness and others, with the subject, "expenses during the trip," in which Ms. McLean asks about how the witness wants to split expenses relating to the book tour. The witness stated that he wanted to reach an agreement regarding expenses that would "keep it clean." Rather than using certain percentages, he preferred to split expenses in a way that was "clean and easy."

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65. The witness said that the publisher was responsible for providing transportation during the book tour. He said that he “sent the campaign bus home” during the book tour, and the publisher paid for renting and wrapping a separate book bus and for all associated equipment. The book bus was used both in Iowa and in South Carolina. After the book tour, the campaign bus was returned to service.
66. The witness said that BFP would pay for initial flights and hotel charges since they “were going to Iowa.” He believes the publisher was asked to pay for three flights taken by Rep. Bachmann and one assistant; the three flights were those in which Rep. Bachmann was traveling to a book signing event. The witness believes this may have included round-trip flights to New York for book-related media interviews, and one-way flights from Florida to South Carolina to begin the South Carolina leg of the book tour. The publisher was also responsible for paying for car service during the trip to New York.
67. The witness was asked about a November 16, 2011 email from Ms. McLean to the witness, in which Ms. McLean suggests that the publisher could not pay for all of the requested expenses. The witness recalled that he told Ms. McLean that the publisher must pay for those expenses; he believes that the publisher did, in fact, pay for those expenses.
68. The witness was shown a September 29, 2011 email from Ms. McLean to the witness and others, about an “email blast to Congresswoman Bachmann’s supporters...about her new book.” He was also shown a November 3, 2011 email from Rebecca Donatelli to Ms. McLean, in which Ms. Donatelli reports on the results of an email blast sent on November 2, 2011.
69. The witness recalled that the publisher sent several “email blasts” about Rep. Bachmann’s book, but he does not remember any discussions about Penguin using BFP’s email lists. He does not know whether the publisher paid to use any BFP email lists.
70. The witness said that nothing relating to the promotion of Rep. Bachmann’s book was done without “really checking it out.” He said all the promotional efforts were really scrutinized.
71. The witness was asked about a series of emails, dated November 25, 2011, between Mr. Short and Ms. Donatelli, on the subject of “URGENT: We need to do more on the book events turn out.” In the emails, Mr. Short suggests sending a notice of the booking signing events to “the entire IA email list,” and Ms. Donatelli reports that such an email was sent.
72. The witness said that if BFP’s Iowa email list was used, it would have been “totally natural” to let Rep. Bachmann’s supporters know of upcoming events and to get supporters to attend those events. He said that the campaign could not tell supporters when Rep. Bachmann was going to be in their town. He said that such an email would be to notify “voters” of an opportunity to meet Rep. Bachmann, not to sell books. The email could have also been an effort to avoid numerous calls to the campaign headquarters asking for details about the book signing events.
73. The witness said BFP’s list of media contacts were used to let the news media know where Representative Bachman was traveling during the book tour.
74. The witness said that the campaign could not “outsource” media scheduling completely, and required the publisher get pre-approval from the campaign for any media requests. The witness

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noted that because the date of the Iowa caucuses had been moved up, the book tour was occurring during a “weird” period of hyper communications activity.

75. The witness told the OCE that he was not aware of any coordination of efforts by BFP staff to engage in campaign activities at book signing events. He said that if Iowa campaign staff members did engage in campaign activities at these events, it seemed like a “natural effort” that would be undertaken for any large gathering of people. The witness said that individuals may have asked to volunteer at the book signing events.
76. When asked whether campaign literature or signs were ever distributed at book signing events, the witness responded that the campaign would not have had such materials inside the book signing events. He said that some attendees may have brought their own campaign materials to the book signing events to have them signed.
77. The witness was shown several pictures of individuals at book signing events in West Des Moines and Council Bluffs, Iowa. When asked about pictures that appeared to show campaign staff or volunteers signing up volunteers at the book signing events, the witness stated that, if they were signing up volunteers, it was being done outside of the book signing, in the hallway.
78. The witness further stated that he appeared in some of the pictures because he would sometimes walk into the event to get Rep. Bachmann to leave to stay on schedule. He also said that he attended several book signing events to monitor the attendees, because of concerns that opponents may try to disrupt the events.
79. When shown a picture of Rep. Bachmann holding a campaign sign at a book signing events, the witness told the OCE that he believes that attendees brought signs with them to the event to be signed. When shown a picture of Rep. Bachmann at a book signing next to a stack of campaign signs, the witness stated that there may have been another well-known person, whose name he could not recall, who may have been looking for something to sign for attendees and was using campaign signs.
80. He did not recall any campaign events interspersed between the book signings, noting that there were not a lot of moves or stops in the compressed tour. He stated that there had been no discussions about dividing the costs of the book bus between the campaign and the publisher, because he had tried to come up with a “clear and easy division” of expenses, rather than dividing expenses by a certain percentage.
81. The witness was shown an October 20, 2011 email from him to Ms. McLean, in which the witness discussed how to purchase copies of Rep. Bachmann’s book for the campaign. He said that the campaign wanted to buy books to give to donors and other supporters, but wanted to make sure they bought the books “at the right spot.” He said that he wanted to see if it was possible to buy books that would count toward moving the book onto bestseller lists. He said that this was early in the process, when he was just asking questions about what was possible, before he conferred with BFP legal counsel.

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82. The witness could not recall the source of books purchased by the campaign, but he believes they were purchased from the publisher. He said that this had been cleared through legal counsel and the House Ethics Committee, and that the campaign bought all its books from the same source.
83. The witness stated that he really tried his best to make the division between the presidential campaign and the book tour as clean and clear as humanly possible.

This memorandum was prepared on April 26, 2013 after the interview was conducted on April 22, 2013. I certify that this memorandum contains all pertinent matter discussed with the witness on April 22, 2013.

Kedric L. Payne
Deputy Chief Counsel

EXHIBIT 18

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OFFICE OF CONGRESSIONAL ETHICS
UNITED STATES HOUSE OF REPRESENTATIVES

MEMORANDUM OF INTERVIEW

IN RE: Brett O'Donnell
REVIEW No(s): 13-1274
DATE: April 19, 2013
LOCATION: 2550 M Street, NW, Washington, DC 20037
TIME: 10:00 a.m. to 11:30 a.m. (approximate)
PARTICIPANTS: Scott Gast
Omar S. Ashmawy
D. Zachary Adams, counsel to the witness
William McGinley, counsel to the witness

SUMMARY: The OCE requested an interview with the witness and he consented to an interview. The witness made the following statements in response to our questioning:

1. The witness was given an 18 U.S.C. § 1001 warning and consented to an interview. The witness signed a written acknowledgement of the warning, which will be placed in the case file in this review.
2. The witness is currently a private communications consultant with his own company, O'Donnell and Associates, a communications strategy firm for corporate, non-profit, and political clients. He has had this arrangement since 2005.
3. The witness served as an assistant professor of communications and debate coach at Liberty University from 1993 to 2008.
4. The witness' association with Rep. Bachmann's presidential campaign began in May 2011, when Bachmann consultant Ed Brookover called him to ask if he would be interested in working on a Bachmann campaign. The witness had no prior work relationship with Rep. Bachmann.
5. The witness met with Rep. Bachmann in mid- or late-May 2011, at which time they discussed what presidential debates are like and what she would have to do if she decided to run. Rep. Bachmann did not ask the witness to join her presidential campaign during the conversation. Rather, it was just a "getting to know you" conversation. They did not discuss the details of compensation or the specifics of hiring.
6. The witness was hired to serve as a communications strategist and advisor for Rep. Bachmann's presidential campaign. He was initially retained by Bachmann for Congress ("BFC") in late May 2011. In late June 2011, he switched to Bachmann for President ("BFP").
7. The witness said that Andy Parrish and Mr. Brookover negotiated his compensation. He explained that Mr. Parrish was Rep. Bachmann's congressional chief of staff, but he had taken a

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leave of absence to work on the campaign. The witness had a written contract with BFP, which was arranged through the campaign's legal counsel.

8. The witness' compensation was \$12,000 per month plus expenses. When the witness switched to BFP, Mr. Rollins and he had a conversation about his compensation, but the amount of his compensation stayed the same.
9. The witness told the OCE that there may have been a few months in which he took less in compensation because the campaign was struggling with money. He thinks those months were October and November of 2011. The witness did not remember the actual figures.
10. Rep. Bachmann was not involved in the hiring of the witness except for the initial conversation he had with her. The witness had no conversation with Rep. Bachmann about his compensation.
11. The witness' duties included preparing Rep. Bachmann for the first presidential debate, writing speeches, drafting press releases, and assisting with general communications activities with the BFP press secretary. The witness also worked on general campaign strategy with then-campaign manager Ed Rollins.
12. Initially, the witness reported to Mr. Parrish, but later reported to the campaign manager, Mr. Rollins. When Mr. Rollins left the campaign, Keith Nahigian became campaign manager, so the witness reported to Mr. Nahigian and to Rep. Bachmann. The witness worked for BFP until the campaign was suspended after the Iowa caucuses in January 2012.
13. After the presidential campaign, in April and May 2012, the witness worked for Rep. Bachmann's congressional office assisting with communications work, as Rep. Bachmann was bringing on a new Communications Director and the witness was helping with the transition. The witness was also hired by Rep. Bachmann for one month's work in October 2012 to help her prepare for a debate with her congressional opponent.
14. During the presidential campaign, the witness worked primarily with Mr. Nahigian, Mr. Rollins, David Polyansky, and Tera Dahl. The witness had interactions with Guy Short, but less so than with the other individuals. Kent Sorenson would occasionally travel on the Bachmann campaign bus, but the witness had minimal interaction with him. The witness had minimal interaction with the BFP Iowa and South Carolina staff.
15. The witness was based in Alexandria, Virginia, but traveled often. He said that he was with Rep. Bachmann 90% of the time. While with Rep. Bachmann, his time was all campaign related, working on strategy and preparation for debates, speeches, and media interviews.
16. The witness interacted with Mr. Short less than 20% of the time. He said that Mr. Short was mostly focused on the campaign's mail and email activity.
17. According to the witness, while everyone on the campaign ultimately reported to Rep. Bachmann, she was mostly concerned about the larger political aspects of the campaign. The witness did not observe her managing campaign finances, and he said that she did very little hiring and firing of campaign staff or vendors.

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18. The witness did not know if Rep. Bachmann approved major campaign decisions or major expenditures. She would approve strategic decisions such as events or speeches.
19. The witness had no interaction with MICHELE PAC, did not work for MICHELE PAC, and did not know about the activities of MICHELE PAC.
20. Regarding Bachmann for Congress, the witness knew that Mr. Parrish and Mr. Brookover represented the organization. The witness had no other interaction with Bachmann for Congress.
21. The witness had no relationship with Mr. Short until he first met him through their work on BFP. The witness knew that C&M Strategies was Mr. Short's firm, but knew nothing else about it. The witness did not know if anyone other than Mr. Short worked at C&M Strategies.
22. According to the witness, Mr. Short's role at BFP was related to mail, email, online fundraising, and the coordination of tele-town halls. The witness said that, toward the end of the campaign, in approximately November/December 2011, Mr. Short was in Iowa helping the Iowa staff.
23. When asked about Mr. Short's role after he was named BFP National Political Director, the witness said that titles within BFP did not mean very much. He said that Mr. Short was named National Political Director because, at that time, the campaign did not have one.
24. Asked if Mr. Short's duties changed when his title changed, the witness stated that "we were all hands on deck" at the time, preparing for the Iowa caucuses.
25. The witness said that he did not know how much of Mr. Short's time was spent on BFP activities, as the witness was traveling with Rep. Bachmann. The witness said that he did not see Mr. Short work on matters for other clients.
26. The witness was not aware of Mr. Short's consulting arrangements with BFP. The witness said he was not involved in negotiating the terms of Mr. Short's retention, and did not know how much Mr. Short was being paid.
27. The witness said that he did not have any conversations with Mr. Short about compensation and did not discuss with Mr. Short taking less salary because of the campaign's money shortage. The witness did not have any discussions during the campaign with Mr. Short about Mr. Short working as a volunteer near the end of the presidential campaign.
28. The witness was not aware of any compensation Mr. Short may have received from other Bachmann political entities.
29. The witness said that he was not aware of any fundraising project planned for MICHELE PAC in November or December 2011, and that he never discussed such a project with anyone.
30. The witness recalled a conversation he had with Mr. Nahigian in late December 2011 in Iowa or South Carolina, in which he and Mr. Nahigian were commiserating about compensation. They were discussing how much other BFP consultants and staff members were being paid – information they had learned from FEC reports. Mr. Nahigian told the witness that Mr. Short paid himself out of the PAC. Mr. Nahigian said something like "Yeah, Guy Short wrote himself

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a check for \$25,000 out of the PAC.” The witness did not know if the payments Mr. Nahigian referred to was for work on the presidential campaign.

31. The witness was surprised by how much certain campaign staff was getting paid. When asked who, the witness stated Mr. Rollins and others. Asked if Mr. Short was one of the people he was surprised about, the witness stated that he did not remember.
32. The witness did not have any conversation with Rep. Bachmann about Mr. Short writing himself a check from the PAC.
33. In late February or early March 2012, the witness did some work for Rep. Bachmann, primarily consisting of writing speeches, for which he was not paid. The witness said that when he told Mr. Pollack that he wanted to be paid for this work, Mr. Pollack told him that he understood the witness to have been working as a volunteer. The witness said he told Mr. Pollack that Mr. Short had written himself a check from the PAC. He did not recall Mr. Pollack’s response.
34. The witness was shown a March 9, 2012 email from Mr. Short to the witness, BFP National Finance Chairman James Pollack, and BFP legal counsel, in which Mr. Short forwarded a *Politico* report about payments Mr. Short received from MICHELE PAC in December 2011 and January 2012. The witness said that this email was the first time he became aware that there may have been an issue with Mr. Short.
35. At some point after receiving the email, Mr. Pollock conducted a conference call with the witness and Mr. Short, to discuss how to respond to the *Politico* story. Mr. Short was tasked with drafting a statement to respond to the story and to email it to the call participants.
36. After the witness received the draft statement from Mr. Short, he believes he called Mr. Short or Mr. Short called him; during the call, the witness told Mr. Short that the statement was fine.
37. The witness said that this was the first time he became aware that Mr. Short had worked as a volunteer during the presidential campaign. The witness said he took Mr. Short “at his word” when he read the explanation Mr. Short provided for the payments.
38. The witness said he was not aware of any other actions taken after the reports of the PAC payments appeared in the press.
39. The witness was asked about the statement in the email that, “Andy cares.” The witness believes that the “Andy” Mr. Short referred to was Mr. Parrish, who the witness said had been “making trouble” for Rep. Bachmann around this time.
40. Asked about evidence suggesting that Mr. Short was unhappy with things the witness was saying behind Mr. Short’s back, the witness state that he didn’t know. He and Mr. Short had one disagreement about a greenroom for a debate in 2011. Other than that, they had no disagreements.
41. The witness told the OCE that the first time he met Mr. Sorenson was through the Bachmann for President campaign. He met him in New Hampshire when Mr. Sorenson attended a debate. The witness said he had an amicable relationship Mr. Sorenson.

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42. The witness did not know how Mr. Sorenson came to be involved in the presidential campaign. He was already the Iowa state chairman or lined up to be when the witness came on board.
43. The witness did not know about Mr. Short's relationship with Mr. Sorenson or if they had a pre-existing relationship before the campaign.
44. The witness said that, as Iowa state chairman, Mr. Sorenson was responsible for overseeing the philosophy and nature of the Iowa campaign and for outreach to local political leaders.
45. The witness did not know if Mr. Sorenson was compensated. He was not involved in any discussions regarding compensation of Mr. Sorenson, or whether it would be permissible to pay Mr. Sorenson.
46. The witness said he had heard a rumor during the campaign that Mr. Short was paying Mr. Sorenson, but the witness did not follow up on the rumor. He did not recall how he had heard the rumor or the context in which he heard the rumor.
47. The witness said that he had no role in Rep. Bachmann's book tour. He did not arrange or have any input into the book tour schedule, nor did he have any knowledge of the arrangements between Rep. Bachmann and the book publisher.
48. The witness said he was not given any guidance as to the rules relating to book tours.
49. The witness traveled with Rep. Bachmann for some of the book tour. He believes his travel during the book tour was in South Carolina and a trip to New York. He does not believe he was at any of the book tour events in Iowa.
50. During the book tour, Rep. Bachmann and staff used a separate book tour bus, not the campaign bus. From time to time, a representative from the publisher traveled on the bus. Mr. Nahigian, Ms. Dahl, and Ms. Stewart were the campaign staff members who most regularly traveled on the book bus during the book tour.
51. The witness said he may have attended approximately ten book signing events. He said that the book signing events were interspersed with campaign events.
52. The witness's understanding was that the publisher paid for the book tour bus. His understanding is based on conversations with Mr. Nahigian.
53. The witness said that the media was sometimes at book signing events. His job was to assist with media as it related to the campaign.
54. The witness said that book store employees staffed Rep. Bachmann's book signing events. Asked if campaign staff had any role at book signing events, the witness stated, "Not formally." They were not given any formal duties, but there were around. From time to time they would "pitch in" if there was a large crowd.
55. The witness said that no Bachmann for President signs or literature were handed out at the book signing events he attended. He said that he did not think that anyone signed up volunteers for the campaign at the book signing events.

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56. The witness said that campaign events were interspersed throughout the book tour. He said that they might do a book signing at a book store and then do a speech at a Rotary event. He said that there may have been a fundraising event, but he did not recall a specific event. He did recall that Rep. Bachmann had meetings with elected officials during the book tour. The witness said that they also prepared for debates and speeches while traveling on the book tour bus.
57. The witness had no knowledge about the campaign buying copies of Rep. Bachmann's book. He did recall a fundraising email that was sent out, offering a copy of the book to individuals who made contributions to the campaign.

This memorandum was prepared on April 29, 2013 after the interview was conducted on April 19, 2013. I certify that this memorandum contains all pertinent matter discussed with the witness on April 19, 2013.

Scott Gast
Investigative Counsel

EXHIBIT 19

**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. Cardinals FEC Compliance Services, PLC

Mailing Address PO Box 4182

City State Zip Code
Saint Paul MN 55104-0182

Purpose of Disbursement
Accounting and Reporting

001

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

M M / D D / Y Y Y Y Y Y
12 / 20 / 2011

Transaction ID : SB21B-40443-38009-e

Amount of Each Disbursement this Period

826.5

Full Name (Last, First, Middle Initial)

B. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City State Zip Code
Erie CO 80516-2402

Purpose of Disbursement
Fundraising Consulting

001

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

M M / D D / Y Y Y Y Y Y
12 / 06 / 2011

Transaction ID : SB21B-120182-38011-e

Amount of Each Disbursement this Period

20000

Full Name (Last, First, Middle Initial)

C. Paysimple

Mailing Address 1436 E 17th Avenue
Suite 300

City State Zip Code
Denver CO 80218-1613

Purpose of Disbursement
Credit Card Fees

001

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

M M / D D / Y Y Y Y Y Y
12 / 02 / 2011

Transaction ID : SB21B-120839-38005-e

Amount of Each Disbursement this Period

5

SUBTOTAL of Disbursements This Page (optional)..... ▶

20831.50

TOTAL This Period (last page this line number only)..... ▶

EXHIBIT 20

**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. Campaign Solutions

Mailing Address 117 N Saint Asaph Street

City Alexandria State VA Zip Code 22314-3109

Purpose of Disbursement
Credit Card Fees

001

Category/
Type

Candidate Name

Office Sought: House Senate President

Disbursement For: Primary General Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
01 / 04 / 2012

Transaction ID : SB21B-119392-38069-e

Amount of Each Disbursement this Period

654.32

Full Name (Last, First, Middle Initial)

B. United States Postal Service

Mailing Address 791 Currell Blvd

City Woodbury State MN Zip Code 55125

Purpose of Disbursement
Administrative/Salary/Overhead: Postage

001

Category/
Type

Candidate Name

Office Sought: House Senate President

Disbursement For: Primary General Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
01 / 04 / 2012

Transaction ID : SB21B-33303-38034-e

Amount of Each Disbursement this Period

300

Full Name (Last, First, Middle Initial)

C. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City Erie State CO Zip Code 80516-2402

Purpose of Disbursement
Fundraising Consulting

001

Category/
Type

Candidate Name

Office Sought: House Senate President

Disbursement For: Primary General Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
01 / 03 / 2012

Transaction ID : SB21B-120182-38032-e

Amount of Each Disbursement this Period

20000

SUBTOTAL of Disbursements This Page (optional)..... ▶

20954.32

TOTAL This Period (last page this line number only)..... ▶

EXHIBIT 21

Holland & Knight

800 17th Street, NW, Suite 1100 | Washington, DC 20006 | T 202.955. [REDACTED] | F 202.955.5564
Holland & Knight LLP | www.hklaw.com

Christopher DeLacy
(202) 457-[REDACTED]
[REDACTED]@hklaw.com

April 24, 2013

Omar S. Ashmawy
Staff Director and Chief Counsel
Office of Congressional Ethics
U.S. House of Representatives
425 3rd Street, SW
Suite 1110
Washington, DC 20024

Re: Response of Guy Short and C&M Strategies, Inc.

Dear Mr. Ashmawy:

This response is submitted on behalf of Guy Short and C&M Strategies, Inc. (C&M) with respect to the January 30, 2012 Request for Information (RFI) and April 1, 2013 supplemental RFI sent by the Office of Congressional Ethics (OCE). As you are aware, the Federal Election Commission (FEC) is currently investigating what appears to be the exact same activity as the OCE. Although neither Guy Short nor C&M are subject to the Rules of the U.S. House of Representatives, the information is voluntarily being provided as a courtesy to the OCE.

Background

Guy Short is a political consultant and longtime advisor to Congresswoman Michele Bachmann and her political committees. Mr. Short is the principal of C&M, a political consulting company organized under Colorado law on June 3, 2010 and based in Erie, Colorado. During 2011 and 2012, Mr. Short provided services to both Many Individual Conservatives Helping Elect Leaders Everywhere Political Action Committee (MichelePAC) and Bachmann for President (BFP). During 2011, Guy Short, through C&M, retained Iowa State Senator Kent Sorenson, through Grassroots Strategy, Inc. (Grassroots).

Guy Short and C&M were not involved in any unauthorized, improper or illegal activities related to Congresswoman Bachmann, BFP, or MichelePAC. In addition, Mr. Short is not aware of any improper or illegal activities related to Congresswoman Bachmann, BFP, or MichelePAC.

MichelePAC and Bachmann for President

There is no written consulting, retention, or other agreement between C&M or Mr. Short and MichelePAC. During 2011 and 2012, Mr. Short provided consulting services to both MichelePAC and BFP. Individuals are permitted to provide services to both leadership PACs and campaign committees at the same time, and to be compensated by both, so long as they are

Omar S. Ashmawy

April 24, 2013

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performing separate work for each committee and properly invoicing each committee. At all times, Mr. Short was cognizant as to whether he was working for MichelePAC or BFP. The services Mr. Short provided to each of these committees was authorized, documented appropriately, and properly invoiced. During December 2011 and January 2012, Mr. Short was paid by MichelePAC for a fundraising and research project, which was unrelated to his work for BFP. Mr. Short did not discuss this fundraising project with Congresswoman Bachmann. Mr. Short is not aware of any occasion when MichelePAC paid for services performed for BFP or vice versa.

Kent Sorenson

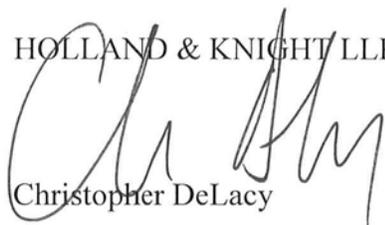
There is no written consulting, retention, or other agreement between C&M or Mr. Short and Kent Sorenson. As part of the services provided to Congresswoman Bachmann and her political committees in 2011, Mr. Short, through C&M, retained the consulting services of Mr. Sorenson, through Grassroots. Mr. Short did not discuss Mr. Sorenson's compensation with Congresswoman Bachmann. There is nothing illegal, improper, or unusual about a political consultant retaining the services of another political consultant. In fact, this arrangement is indistinguishable from thousands of other subcontractor/contractor or vendor/sub-vendor arrangements involving services provided to political committees. Although Mr. Short was not responsible for FEC compliance or reporting for MichelePAC or BFP, he is not aware of any attempt by MichelePAC or BFP to avoid FEC disclosure of payments made to Mr. Sorenson.

Conclusion

Clearly, the FEC is a more appropriate forum for inquiries involving federal campaign finance law, especially if no Member, officer, or employee of the House was personally involved in the alleged violation. It is my sincere hope that the OCE Board will take this into account when making recommendations to the House Ethics Committee.

Sincerely yours,

HOLLAND & KNIGHT LLP



Christopher DeLacy

EXHIBIT 22

CONFIDENTIAL

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

OFFICE OF CONGRESSIONAL ETHICS
UNITED STATES HOUSE OF REPRESENTATIVES

MEMORANDUM OF INTERVIEW

IN RE: Former Iowa Campaign Manager
Bachmann for President
REVIEW No(s): 13-1274
DATE: March 29, 2013
LOCATION: West Des Moines, IA
TIME: 9:58 AM to 11:42 AM (approximate)
PARTICIPANTS: Scott Gast
Kedric Payne

SUMMARY: The OCE requested an interview with the witness and he consented to an interview. The witness made the following statements in response to our questioning:

1. The witness was given an 18 U.S.C. § 1001 warning and consented to an interview. The witness signed a written acknowledgement of the warning, which will be placed in the case file in this review.
2. The witness is currently the president and chief executive officer of The Concept Works, a public relations, marketing, political, and crisis management consulting firm. He has worked at this firm for approximately 11 years. He also serves as the executive director of the Society of St. Vincent de Paul, a Catholic charitable organization.
3. In his position with The Concept Works, the witness has consulted with numerous state and congressional political campaigns. He served as the Iowa campaign manager for Mike Huckabee's 2008 presidential campaign, and worked with the Tim Pawlenty presidential campaign in Iowa in 2011 as a communications advisor.
4. In September 2011, after Mr. Pawlenty dropped out of the 2012 presidential primary race, the witness did some free lance communications work for Rep. Michele Bachmann's presidential campaign. In October 2011, he was asked to manage the Bachmann for President ("BFP") Iowa campaign, and he joined that campaign on or about October 27, 2011. He served as the BFP Iowa campaign manager through the Iowa causes in January 2012.
5. The witness became involved in the 2012 Bachmann campaign after a call from Alice Stewart, the BFP press secretary, at around the time that then-campaign manager Ed Rollins was leaving the Bachmann campaign. The witness knew Ms. Stewart from the 2008 Huckabee presidential campaign. The witness said he had no prior relationship with Rep. Bachmann.
6. The witness stated that he was retained by BFP in early September 2011. He dealt with the new BFP campaign manager Keith Nahigian on his consulting relationship with BFP. He did not

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

have a formal agreement with BFP. He was formally promoted to the position of Iowa campaign manager on October 27, 2011.

7. The witness would generally provide his invoices for work performed for BFP to Iowa campaign staff member Wes Enos, who would then forward them to campaign treasurer Nancy Watkins. On occasion, he may have sent his invoices directly to Ms. Watkins. The witness said that he received his first paycheck from BFP in November 2011.
8. The witness said that he reported to BFP national political director Guy Short, and through Mr. Short to campaign manager Keith Nahigian. He also worked with press secretary Alice Stewart on communications matters.
9. The witness said that Mr. Enos served as the deputy Iowa campaign manager. Tony Eastman and Christopher Dorr were field staff who worked out of the Iowa campaign headquarters, and Emma Nemecek and Mark Doland were field staff who worked out of their homes. Barb Heki worked in the Iowa headquarters and was responsible for outreach to the home school community. Peter Waldron and Drew Klein were responsible for faith-based outreach. Alex Latcham also worked on the Iowa campaign staff.
10. The witness said that Mr. Short was in the BFP Iowa campaign headquarters quite often during the witness' time at the campaign, often for a few weeks at a time. The witness said that Mr. Short may have returned to his home in Colorado on occasion. He said that Mr. Short was around most of the time in November and December 2011, leading up to the Iowa caucuses, although he believes Mr. Short returned home for the holidays in December. Mr. Short may also have spent time in New Hampshire during these two months.
11. The witness said he had "sparse" interactions with Rep. Bachmann during the campaign, and that he was not around her enough to know how hands-on she was in managing the campaign. He noted that Rep. Bachmann had high expectations and high standards.
12. The witness said that Mr. Nahigian and advisor Brett O'Donnell interacted with Rep. Bachmann on a regular basis. He did not recall seeing Mr. Short interacting with Rep. Bachmann.
13. The witness had no interactions with Bachmann for Congress or with MICHELE PAC during the presidential campaign. He said that he was not even sure who was involved in running the PAC, and he was not aware of any activities by the PAC during the presidential campaign.
14. The witness said that he first met Mr. Short after he joined the Bachmann campaign in September 2011. He thought that Mr. Short might have had another client, perhaps a congressional candidate in Colorado. He said that when Mr. Short was in Iowa, however, his focus was on BFP.
15. The witness said that Mr. Short was serving as the campaign's national political director when the witness joined the campaign. Mr. Short's duties as national political director included overseeing the structure and strategy of the campaign, overseeing the campaign's caucus turnout efforts, managing relationships with political figures, and overseeing campaign finances.

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

16. The witness said the Mr. Short worked “a tremendous number of hours,” often starting each day with a 7:00 AM conference call and ending the day at 10:00 PM. He said that Mr. Short was working in Iowa “most of the time” that the witness was involved with the campaign.
17. The witness said that BFP was running short of money in December 2011. He worked very hard to make sure that Iowa campaign staff members were paid early that month. He was not aware of any requests that staff work without compensation or defer compensation in December 2011.
18. The witness said that Mr. Short may have told him at one point in December 2011 that he was not getting paid by BFP “right now.” This may have been in response to complaints or concerns about not getting paychecks.
19. The witness stated that he could testify that Mr. Short in his capacity as BFP national political director supervised operations full time in the Iowa BFP office in December 2011 and managed caucus deployment in January 2012.
20. The witness was not aware of any payments to Mr. Short from MICHELE PAC.
21. The witness said he first met Kent Sorenson in summer 2010, after he had been asked to help with Mr. Sorenson’s 2010 state senate election. He provided advice to Mr. Sorenson during a meal they had at that time.
22. The witness said he had no further contact with Mr. Sorenson until the witness joined the BFP campaign in September 2011.
23. The witness said that Mr. Sorenson served as BFP’s Iowa state campaign chair, but that Mr. Sorenson had a more “hands-on” role in managing the Iowa campaign than a typical “honorary” campaign chair may have.
24. The witness’ perception of Mr. Sorenson was that he was “tolerated” by the campaign. The national team saw him as a “big catch” initially, but he was later seen as a liability because of public statements he had made.
25. When asked if Mr. Sorenson was compensated for the services he provided to BFP, the witness said he did not know this for a fact, but that he had an understanding that Mr. Sorenson was being paid. He stated that this understanding probably came from conversations with other Iowa campaign staff members, but he did not know firsthand whether Mr. Sorenson was being paid.
26. The witness said he also got this understanding from conversations with Mr. Sorenson himself in late December 2011. The witness said that Mr. Sorenson gave him the impression that Mr. Sorenson was going to lose income from BFP after the Iowa caucuses, asking, “How am I going to pay my mortgage?”
27. The witness also said that Mr. Sorenson told him that he would be paid \$30,000 up front for endorsing the presidential candidacy of then-Rep. Ron Paul, and then \$8,000 per month from the Paul campaign.
28. The witness said that he had a conversation with Mr. Sorenson around this time, in the witness’ office at the Iowa BFP headquarters, about the pros and cons of switching his support from the

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

Bachmann campaign to the Paul campaign. The witness said he believes he had a similar conversation with Mr. Enos, who was close to Mr. Sorenson.

29. The witness said he had no idea of the source of Mr. Sorenson's compensation, but assumed he was being paid through an entity different than BFP.
30. The witness said he did not know if Rep. Bachmann was aware of Mr. Sorenson's compensation or compensation arrangements.
31. The witness said that he believes campaign manager Keith Nahigian was in charge of the logistics for the book tour promoting Rep. Bachmann's book *Core of Conviction* after Thanksgiving in 2011. The witness said that Mr. Nahigian asked him to map out stops to hit during the book tour.
32. The witness said that he worked on this request at his consulting firm office, rather than the Iowa campaign headquarters, because of his personal concern about the line between the campaign and the book tour.
33. The witness believes he would have called some bookstores as part of his efforts to map out stops to hit on the book tour.
34. The witness says he was not sure who he should invoice for his work relating to the book tour. He said he did not consider it part of his duties as BFP Iowa campaign manager.
35. The witness said he was not sure who paid for the expenses relating to the book tour.

This memorandum was prepared on April 19, 2013 after the interview was conducted on March 29, 2013. I certify that this memorandum contains all pertinent matter discussed with the witness on March 29, 2013.

Scott Gast
Investigative Counsel

EXHIBIT 23

CONFIDENTIAL

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

OFFICE OF CONGRESSIONAL ETHICS
UNITED STATES HOUSE OF REPRESENTATIVES

MEMORANDUM OF INTERVIEW

IN RE: Former Iowa Deputy Campaign Manager
Bachmann for President
REVIEW No(s): 13-1274
DATE: March 29, 2013
LOCATION: 401 Locust Street
Des Moines, IA
TIME: 8:00 AM to 8:50 AM (approximate)
PARTICIPANTS: Scott Gast
Kedric Payne

SUMMARY: The OCE requested an interview with the witness and he consented to an interview. The witness made the following statements in response to our questioning:

1. The witness was given an 18 U.S.C. § 1001 warning and consented to an interview. The witness signed a written acknowledgement of the warning, which will be placed in the case file in this review.
2. The witness is currently working as a real estate agent with Iowa Realty. He has been licensed since April 2012. The witness also works as a clerk for an Iowa State Representative.
3. The witness has engaged in political consulting since 2006, including working on the Huckabee for President campaign, an Iowa gubernatorial race, and a congressional race.
4. The witness was employed by the Bachmann for President (“BFP”) campaign from June 2011 to December 26 or 27, 2011.
5. The witness stated that he had been looking to join a presidential campaign during the 2012 election cycle. In January 2011, Kent Sorenson, who had been a friend of the witness for a long time, asked the witness to join him in helping Rep. Michele Bachmann.
6. The witness was initially hired by Andy Parrish as an independent contractor to MICHELE PAC, Rep. Bachmann’s leadership PAC, in February 2011. He was paid \$4,500 per month. His duties for the PAC included staffing Rep. Bachmann when she traveled to Iowa, finding meetings for Rep. Bachmann or him to attend, and building relationships.
7. The witness was also paid by Bachmann for Congress (“BFC”) campaign to perform exploratory work for a potential presidential campaign by Rep. Bachmann. His duties on behalf of BFC included building lists of potential supporters and engaging in other activities that might be beneficial to a future presidential campaign.

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

8. The witness said that he was instructed to keep logs of the hours he spent performing work for the PAC and the hours he spent performing work for BFC. He said he submitted invoices to both the PAC and to BFC based on the logs he kept. The invoices were submitted to campaign legal counsel, who would ask him questions about the invoices.
9. The witness said that he was hired by BFP starting in or around June 2011. His initial title was Iowa political director; later in the campaign, he became the assistant Iowa campaign manager. His duties on behalf of BFP included organizing field operations, recruiting volunteers, and staffing Rep. Bachmann at campaign events.
10. The witness said that he would often assist other BFP Iowa campaign staff members with preparing invoices for work performed for the campaign, then collect the invoices and submitted them together. He said that when Ed Rollins and David Polyansky took over the campaign, he submitted the invoices to Elizabeth Pinkerton, who forwarded them to campaign Treasurer Nancy Watkins for processing and payment.
11. The witness said he had very minimal interactions with Rep. Bachmann during the campaign, adding that she was “closely guarded” by her “inner circle.” The witness said that initially, this inner circle consisted of Andy Parrish and Rep. Bachmann’s spouse, then changed to Ed Rollins, David Polyansky, Brett O’Donnell, and Keith Nahigian. The witness said that Guy Short was part of the inner circle before the others joined the campaign.
12. The witness said that Rep. Bachmann had minimal supervision over the management of the campaign. He said that she only seemed to get involved when something was not right.
13. The witness stated that Guy Short was in charge of MICHELE PAC. The witness said that his first interaction with Guy Short came in June 2011, when, at the end of his first month of work, he spoke with Mr. Short to ask how to invoice MICHELE PAC.
14. The witness was not familiar with C&M Strategies.
15. The witness said he did not see Mr. Short and Rep. Bachmann interact much during the campaign.
16. The witness saw Mr. Short the most around the time of the Iowa straw poll, when he was running phones and data to get people out to the straw poll. He said that toward the end of the campaign, Mr. Short became national field director.
17. The witness assumes that Mr. Short was working full-time for the BFP campaign, and that he would have had to set aside any other clients during the last month of the campaign.
18. The witness said that he never saw Mr. Short working for other clients during the presidential campaign. He recalled that Mr. Short worked from about 9:00 AM to 10:00 PM most days during the campaign.
19. The witness said that neither he nor other Iowa staff members were asked to forego or defer paychecks during the presidential campaign, adding that they were always paid. He said that the New Hampshire campaign staff was asked to do so.

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

20. When asked if Kent Sorenson was compensated for his work on behalf of BFP, the witness said he did not know about any of that.
21. The witness stated that he knew that Iowa state senate ethics rules say that a senator cannot be paid directly by a campaign. He said that he does not know if Mr. Sorenson received any compensation for his work for BFP, but assumes that he might have. The witness said that he would not have let Mr. Sorenson discuss things like this with him, because he did not want to be in a position of having such knowledge.
22. The witness said that Mr. Sorenson was friendly with Mr. Short, and that they knew each other through work relating to right-to-work issues. He did not know if Mr. Sorenson and Mr. Short had any compensation relationship.
23. The witness stated that he does not remember a discussion in which Mr. Sorenson stated that he was not working for BFP “for free.”

This memorandum was prepared on April 22, 2013 after the interview was conducted on March 29, 2013. I certify that this memorandum contains all pertinent matter discussed with the witness on March 29, 2013.

Scott Gast
Investigative Counsel

EXHIBIT 24

Subject: MPAC mailing

Date: Saturday, December 3, 2011 1:59:24 PM ET

From: [REDACTED]@aol.com

To: [REDACTED]@nahigianstrategies.com

Keith,

Below is the proposed MPAC letter.

- 1) This letter will go to ONLY donors that have NOT given to the POTUS.
- 2) We can eliminate IA and SC if we want.
- 3) Yes this is VERY long... because long letters work better (money/response) than short letters.
- 4) Please approve strategy/messaging... at that point I'll get Bill to approve legal.

Thanks,
Guy

XXXXDATEXXXXXX

Dear XXXXNAMEXXXXX,

Since announcing my candidacy for President of the United States, I have had the privilege of traveling the country and talking to everyday Americans about my plan to return our country to the path our Founding Fathers intended.

Limited government... lower taxation... strong national security... personal responsibility... the right to keep-and-bear arms... property rights of the individual... respect for the sanctity of life... these are just a few of the principles that I have heard loud and clear from American's across the country and fought for since the very first day I arrived in Congress.

I intend to fight for each and every one of these principles and win the Republican nominee for President and ensure that Barack Obama becomes a one-term President.

However, today, I am not writing about my campaign for President.

I have also been an outspoken advocate for the need for a super majority of 60 conservative Republican Senators and expanding our Tea Party majority in the United States Congress.

By taking this majority, God willing... We will be able to unravel the damage created during 4 years of the Obama Presidency - whose agenda has run directly counter to each of the Founding conservative principles I listed above.

With a Tea Party majority, we can add the wind to the sails of a conservative President... and achieve our shared goals, including:

- ++ Repeal the un-Constitutional ObamaCare;
- ++ Stop the out-of-control Federal spending;
- ++ End taxpayer funding of Planned Parenthood;
- ++ Protect our 2nd Amendment rights;

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- ++ Ensure our nation keeps an unapologetically strong national defense;
- ++ Lower taxation and federal regulations to promote small business growth; and
- ++ End the excessive government intrusion that has been promoted since the day Barack Obama took office.

And achieving all of these goals through a 60 vote majority in the Senate and Tea Party majority in Congress is exactly why I am writing you today.

Specifically, I am writing to you today about my leadership PAC, Michele PAC, which is the premier PAC in the country fighting for this very goal to ensure that our next President (which I fully intend to be) has the legislative ability to undo the damage done by 4 years of the Obama/Reid/Pelosi agenda.

Let me be blunt: Recent events have proven that this will not be an easy task. The recent "Occupy" protests show that the Democrats will go to any lengths to win in 2012 and achieve victory.

You see, while the mainstream media has focused their attention and adoration on these "Occupy Wall Street" protestors, the time has come for conservatives to let our voices be heard on these liberal protests.

And that is why the first thing I am asking of you today is to complete the enclosed OCCUPY WALL STREET SURVEY and return it to me immediately.

Your completed survey will be compiled with the responses of other conservatives from across the country and be released to every major news outlet, including FoxNews, CNN, ABC, NBC and CBS.

Your survey will ask you such questions as:

"Do you agree with the Occupy Protestors that everyone should have a free college education?"

And...

"Do you support the "Occupy" movements demand for amnesty for illegal aliens?"

It is questions like these and many others that we need your input on to show that these "Occupy" protestors DO NOT speak for us, nor do they speak for the majority of Americans.

You see, as a front group that advocates for Democrat policies, the "Occupy" movement is just one of the attack dogs that the Democrats and their liberal allies plan to unleash in their effort to take back Congress in 2012 and return Nancy Pelosi as Speaker of the House.

Conservatives must unite to ensure that this NEVER happens.

And that is why it is crucial that we know that you are on our Michele PAC team for 2012.

I have no doubts whatsoever that, with so much at stake, 2012

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promises to hold the most important Congressional elections in the history of our country.

But with Election Day now just under a year away, time is short and we need you on our team today.

Please, let me explain.

While the mainstream media delights in their every move and compares them to the heroes of the civil rights movement... nothing could be further from the truth when it comes to the "Occupy" protests.

In reality, the basis of the "Occupy" protests is nothing more than old-fashioned communist/socialist rhetoric.

They smugly DEMAND:

- ++ A guaranteed income regardless of employment;
- ++ A free college education;
- ++ Eliminating personal responsibility by automatically refinancing "underwater" loans to 1%;
- ++ Amnesty for illegal aliens;
- ++ Taxpayer funding of all political campaigns;
- ++ Government takeover of healthcare - demanding even more government intrusion than ObamaCare; and
- ++ A massive expansion of "public works" projects (aka taxpayer funded "boondoggle")

Of course, these protesters make all of their demands and plan to stick the tab on someone else... you and me!

Even more unbelievably, they stage their hippie-style sit-ins in public parks provided courtesy of your tax dollars - without even a hint of awareness at this irony.

Make no mistake... while the Democrats and the left-wing media try to paint the "Occupy" protests as a grassroots movement of peace loving citizens... the fact of the matter is that this is well-funded and organized front for the Democratic Party.

In fact, just recently, President Obama has made clear his endorsement of the "Occupy" movement and its rhetoric, evidenced by his incessant talking about the 1 percent versus the 99 percent.

He even went so far as to blame hard-working entrepreneurs, whom he calls "lazy," for the economic downturn.

It's all the same, old tired class warfare that the liberals have used for decades.

But, you and I know that economies don't prosper because a group of voluntarily unemployed protestors form a drum circle in a public park.

Jobs aren't created by slogans like, "**Occupy Everything ... Never Give It Back.**"

Rather, our country prospers when our leaders foster small business growth... growth that is encouraged when our elected leaders stand firm on conservative principles of:

- Limited government;
- Personal Responsibility;
- Low and Equitable Taxation;
- Freedom for all.

Yet, these type of conservative principles run directly contrary to the demands of the "Occupy" protestors.

Bottom line? If we are to have any chance of ensuring a conservative Tea Party majority in Congress, we need to support dyed-in-the-wool conservative candidates that will stand firm on these very principles.

And, that is exactly why we need you on our Michele PAC team for 2012.

As you know, Michele PAC only supports those candidates that make an unwavering commitment -- in words and in action -- to the principles of freedom, including:

- Limited government;
- Fiscal restraint and accountability;
- Low taxation;
- Respect for the sanctity of life; and
- Ardent support for traditional family values.

Michele PAC is committed to bringing conservatives together as one voice to achieve our goals.

In fact, Michele PAC stands for: Many Individual Conservatives Helping Elect Leaders Everywhere.

And I am proud of the role that Michele PAC played in the historic elections of 2010, playing a prominent role in ushering in the next generation of conservative leaders in Congress.

And, most importantly, to help counter the massive Democrat political machine -- including the "Occupy" protests -- Michele PAC has recently unveiled our 2012 Victory agenda which includes:

- ++ Building a massive \$10 million war chest to help true conservative candidates win in 2012;
- ++ Working hard to repeal the un-Constitutional ObamaCare legislation;
- ++ Identifying and supporting the next wave of conservative leaders to run for Congress;
- ++ Organizing a massive grassroots army ready to take action to help our endorsed candidates win their elections; and
- ++ Providing support - both direct and indirect - to support true conservative candidates nationwide.

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With you on our team, we can fully fund our battle plan and ensure that true conservative candidates have the resources they need to fight back in their respective races.

Simply put, we cannot afford to let the Occupy protestors get their way and destroy our country.

Already... the Barack Obama/Harry Reid/Nancy Pelosi big government agenda has been an epic failure in every sense of the word - and the "Occupy" protestors want to extend this agenda even further!

Just take a quick look at the numbers:

- 9.1% Unemployment rate with 32 straight months in excess of 8% unemployment;
- 2.2 million jobs lost since the Democrats took control, with a staggering 1.5 million of those jobs lost since Obama's boondoggle "stimulus" bill passed;
- 7.5 million foreclosures nationally in the Obama economy; and
- A staggering \$4.2 TRILLION added to our national debt, the most rapid increase in the history of our country.

With a record like this, you would think the Democrats and their "Occupy" allies would be making a quick about face and considering that, perhaps, their tax and spend philosophy just isn't working.

However, recent events have made it clear that, instead of considering the facts, the Democrats are digging in their heels and seeking to implement even more of their big government agenda.

That's right... President Obama's "Pass This Bill!" jobs speech made it clear that, despite clear evidence to the contrary, the Democrat plan to pull our country back from the fiscal cliff is just more of the same...

More taxes... More massive government spending... and, more crippling governmental regulations.

In other words: President Obama is seeking to implement the "Occupy" agenda.

As you know, I am running for President to combat this type of offense to our country. I want to help right the path of our country that has clearly gone off the rails under the excesses of the liberal agenda.

However, I am reaching out to you in this urgent correspondence because to truly right the path of our country, we desperately need a conservative majority in the United States Congress...

... A majority that will seek to unravel and repeal the destructive policies that the Democrats managed to pass during the first 2 years of the Obama Presidency.

And to do that, we must tackle the socialist rhetoric of the Occupy movement head-on... without delay.

And that is why I urge to immediately complete the enclosed OCCUPY WALL STREET SURVEY and return it to me today.

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And, because we need every dollar we can muster to help our conservative candidates win on Election Day, I implore you to return your survey along with a generous donation of \$35, \$50, \$75, \$100, \$250, \$500 or more today.

The bottom line is that Conservatives cannot wait another day to start confronting the lies and deceit of the Democrats and socialist rhetoric of their "Occupy" protests.

We must UNITE and put every ounce of energy into saving freedom and saving our country by ensuring victory in 2012.

So, please... join our team today! I greatly look forward to your response.

Thank you and May God Bless America!

Rep. Michele Bachmann

Chairman, Michele PAC

P.S. The "Occupy" protests are nothing more than the same old socialist rhetoric that has been spewed from the left for years. While the media continues its love affair with these protestors, we must speak out NOW and let our voices be heard. We must let them know that we do NOT support their anti-American demands and will do everything in our power to ensure a conservative majority in 2012. So, please, immediately complete the enclosed OCCUPY WALL STREET SURVEY and rush it back to me today along with your most generous contribution of \$35, \$50, \$75, \$100, \$250 or more today.

**EMERGENCY REPLY TO CONGRESSWOMAN MICHELE BACHMANN
CHAIRMAN, MICHELE PAC**

FROM: XXXXNAMEXXXXX XXXCODEXXX

XXXXADDXXXXXX

XXXXADDXXXXXX

XXXXCTSYPZIPXX

Dear Congresswoman Bachmann,

The Occupy protesters DO NOT speak for me! And, I will not sit on the sidelines in 2012 and allow them and their socialist rhetoric to influence this election. Rather, I will do everything I can to ensure a conservative majority in 2012 to help right the path of our country.

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Therefore, I am using the enclosed pre-addressed envelope to rush back my:

Completed and signed OCCUPY WALL STREET SURVEY; and

My most generous contribution of:

_____ \$35 _____ \$50 _____ \$75 _____ \$100

_____ \$250 _____ \$500 Other \$ _____ *

*maximum legal contribution is \$5,000 per individual, \$10,000 per couple.

YES! I want you to keep me updated on the latest breaking news and activist alerts through email.
My email address is: _____

Please make your check payable to: Michele PAC

ALL STANDARD FED DISCLAIMERS AND ADDRESSES

OCCUPY WALL STREET SURVEY

INSTRUCTIONS: Use blue or black pen. Please choose only one answer for each question.

1. Do you agree with the "Occupy" protestors that everyone should have a free college education? YES NO UNDECIDED
2. Do you support the "Occupy" protestors demand for amnesty for illegal aliens? YES NO UNDECIDED
3. Do you agree with the "Occupy" protesters communist demand for a guaranteed income regardless of employment? YES NO UNDECIDED
4. Do you support the "Occupy" protestors demand to eliminate personal responsibility by automatically refinancing "underwater" loans to 1% interest rate? YES NO UNDECIDED
5. Do you support the "Occupy" protestors demand of taxpayer funding for all political campaigns? YES NO UNDECIDED

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6. Do you support the "Occupy" protestors demand for a complete and total government takeover of healthcare? YES NO UNDECIDED
7. Do you support the "Occupy" protestors demand for a "massive expansion of taxpayer funded "public works" projects? YES NO UNDECIDED

EXHIBIT 25



Re: Haberman blog post

Friday, March 9, 2012 3:29 PM

From: [redacted]@aol.com" [redacted]@aol.com>
To: [redacted]@odacomunications.com, [redacted]@att.net, [redacted]@pattonboggs.com

Andy cares.

-----Original Message-----

From: brett <[redacted]@odacomunications.com>
To: guyshort <[redacted]@aol.com>; jlp4 <[redacted]@att.net>; wmcginley <[redacted]@pattonboggs.com>
Sent: Fri, Mar 9, 2012 2:27 pm
Subject: RE: Haberman blog post

Good thing justa blog post. I think it will be a non story. Who cares about this?

----- Original Message -----

Subject: Haberman blog post
From: [redacted]@aol.com
Date: Fri, March 09, 2012 4:22 pm
To: [redacted]@att.net, [redacted]@pattonboggs.com,
[redacted]@odacomunications.com

Fairly uneventful thus far. We will see where it goes and if it gets legs.

By MAGGIE HABERMAN |

3/9/12 2:22 PM EST

After flipping through Michele Bachmann's presidential campaign filings and the FEC reports for Michele PAC from the end of last year, I noticed a \$20,000 payment to the firm of her longtime direct-mail fundraising consultant, Guy Short in December.

But there was no such payment to the firm, or to Short, for the same time period from the campaign -- a period in which he was in Iowa, spotted by several people, working for her presidential effort.

PACs are not allowed to reimburse consultants for campaign work.

I asked Short about the payment, and this was his reply:

"I am an independent contractor and consultant. I have multiple clients and Michele PAC and Mrs. Bachmann's Presidential campaign are only two of them. I don't discuss my clients relationships with the press. The services I perform for each of my clients are separate and distinct -- the services I provide for one client doesn't effect service for another," he said.

"Towards the end of the presidential campaign I volunteered some of my time for the campaign in Iowa -- the campaign picked up my expenses -- while I continued to maintain all of my other client relationships."

EXHIBIT 26

**Re: hey guy**

Saturday, March 10, 2012 12:21 PM

From: "Guy Short" <[REDACTED]@aol.com>
To: "JAMES L. POLLACK" <[REDACTED]@att.net>

Nancy has every dime I was paid by the campaign. I'll have Cardinal send you everything I was paid by the PAC. No mistakes were made. We need to talk through this before do something that will harm Michele. Give me a call.

Sent from my iPhone

On Mar 10, 2012, at 10:48 AM, "JAMES L. POLLACK" <[REDACTED]@att.net> wrote:

Guy, after thinking about it, despite the fact that I wasn't involved or know the facts, if we made a mistake we need to correct it now. That would be to all parties best interests. Can you provide me the gross income you were paid each month from both the PAC and the Campaign last year?

If it was a permissible payment - commensurate compensation for services performed - fine. We just need to be certain we can demonstrate it with contemporaneous documentation. Although unlikely, we need to anticipate this matter could elevate. Your initial inclination of not responding back to her is prudent.

From: Guy Short [REDACTED]@aol.com]
Sent: Saturday, March 10, 2012 11:45 AM
To: JAMES POLLACK L. <[REDACTED]@att.net>; McGinley, William
Subject: Fwd: hey guy

I'm not responding.

Sent from my iPhone

Begin forwarded message:

From: Maggie Haberman <[REDACTED]@gmail.com>
Date: March 10, 2012 8:56:45 AM MST
To: guy short <[REDACTED]@aol.com>
Subject: hey guy

sorry to bother you on a saturday but i went back and looked at the filings and i saw your fee went up to 20k in december, after being basically \$5k a month from michele pac for most of the year. why was that?

JLP_0002

13-1274_0188

EXHIBIT 27

CONFIDENTIAL

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

OFFICE OF CONGRESSIONAL ETHICS
UNITED STATES HOUSE OF REPRESENTATIVES

MEMORANDUM OF INTERVIEW

IN RE: James Pollack
REVIEW No(s): 13-1274
DATE: April 9, 2013
LOCATION: 2550 M Street, NW, Washington, DC
TIME: 11:03 AM to 12:11 PM (approximate)
PARTICIPANTS: Scott Gast
Kedric Payne
William McGinley, counsel to the witness
Benjamin Wood, counsel to the witness

SUMMARY: The OCE requested an interview with the witness and he consented to an interview. The witness made the following statements in response to our questioning:

1. The witness was given an 18 U.S.C. § 1001 warning and consented to an interview. The witness signed a written acknowledgement of the warning, which will be placed in the case file in this review.
2. The witness is currently self-employed. Prior to becoming self-employed, he was the president of Pollack Landstrom Associates, a company he started approximately 20 years ago.
3. The witness became acquainted with Representative Michele Bachmann prior to her election to the U.S. House of Representatives through their shared involvement with the American Israel Political Action Committee (“AIPAC”). The witness has known Rep. Bachmann for approximately eight to nine years.
4. The witness first took on a formal role with Rep. Bachmann’s political committees when he became the National Finance Chair of the Bachmann for President (“BFP”) campaign in September 2011. Prior to taking on this formal role, the witness had been a supporter and campaign contributor of Rep. Bachmann.
5. As BFP National Finance Chair, the witness’ sole responsibility and duty was “big dollar fundraising” for the campaign. He said that he had very little input on strategy or advice, that he had no role in supervising campaign staff and consultants, and that he had no involvement in BFP campaign disbursements.
6. The witness did not recall any outside consultants or BFP staff whose duties included big dollar fundraising. The witness said that BFP consultant Guy Short was not involved in his fundraising efforts; rather, Mr. Short focused on direct mail, online, and telephone fundraising.
7. In mid-January 2012, after Rep. Bachmann’s presidential campaign had been suspended, Rep. Bachmann asked the witness to take on the role of Chair of the Bachmann for Congress (“BFC”) campaign, and he agreed. As BFC Chair, the witness exercises oversight over the campaign’s

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activities and serves as an advisor. The witness oversees BFC employees and consultants, has authority over disbursements from the campaign, and provides advice to Rep. Bachmann.

8. As BFC Chair, the witness has regular but varied interactions with Rep. Bachmann. He said he may speak with her three times per day at some times or once per week at other times.
9. At the same time that Rep. Bachmann asked the witness to serve as BFC Chair, she requested that he also oversee the activities of her leadership PAC, MICHELE PAC. The witness agreed to do so. He has no formal title with respect to the PAC.
10. The witness stated that he was preceded in the role of overseeing the activities of MICHELE PAC by Rep. Bachmann and consultant Guy Short. He said that Mr. Short was primarily responsible for overseeing PAC activities. He did not know of anyone else involved in overseeing PAC activities.
11. According to the witness, Mr. Short is currently the only consultant or employee involved in running MICHELE PAC and has been so since January 2012.
12. The witness said he received no compensation in either the BFC or BFP positions.
13. As BFP National Finance Chair, the witness communicated with senior national campaign staff as necessary. The majority of his interactions were with National Campaign Manager Keith Nahigian, and he had fewer interactions with BFP National Political Director Guy Short or BFP senior advisor Brett O'Donnell. These interactions varied from several times per day to once per week. The witness had no interactions with Iowa campaign staff.
14. During the presidential campaign, the witness communicated with Rep. Bachmann typically once per week. The substance of his conversations with Rep. Bachmann focused on fundraising efforts and events. His interactions with her increased around the time of major fundraising events in which she was involved. The witness did not recall any conversations with Rep. Bachmann about the state of the campaign.
15. The witness stated that, during his time with the presidential campaign, Rep. Bachmann had the most interactions with Mr. Nahigian and Mr. O'Donnell. To his knowledge, her interactions with Mr. Short were nowhere near the extent of those of Mr. Nahigian or Mr. O'Donnell.
16. To the best of the witness' knowledge, Mr. Nahigian had authority over expenditures from BFP. The witness is not aware of any other person with authority over BFP expenditures.
17. The witness described Mr. Short as a trusted and key advisor to Rep. Bachmann. He stated that the relationship between Mr. Short and Rep. Bachmann was amicable.
18. The witness said that Mr. Short reported to Mr. Nahigian during the presidential campaign.
19. The witness was not aware of the compensation provided to Mr. Short or C&M Strategies from BFP, nor was he involved in negotiating the arrangements between C&M Strategies and BFP, as that relationship had already been established at the time he took on a formal role with the presidential campaign. The witness was not involved in and has no knowledge of the invoices submitted by C&M Strategies to BFP.

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

20. The witness said he was not aware at the time that C&M Strategies had not been paid by BFP at the end of 2011. He has subsequently learned that.
21. The witness said that no one has ever tied the compensation Mr. Short received from BFP and the compensation Mr. Short received from MICHELE PAC during the presidential campaign together as a single package.
22. The witness stated that Mr. Short, through his consulting firm C&M Strategies, currently provides political and fundraising consulting for BFC. He is currently compensated \$7,000 per month for this consulting work. The witness reviews and approves invoices submitted by Mr. Short to BFC.
23. The witness stated that Mr. Short is currently the director of MICHELE PAC. In that role, he heads up fundraising efforts and is involved in decisions about contributions made by the PAC to other candidates or committees. Mr. Short reports to the witness for his work for the PAC.
24. The witness stated that Mr. Short's compensation for 2013 for his work for the PAC has not yet been determined.
25. The witness stated that Mr. Short was compensated approximately \$43,750 for his work for the PAC in 2012.
26. The witness said that Mr. Short was paid the \$43,750 for his 2012 work in three payments, made in December 2011, January 2012, and July 2012.
27. The witness explained that the \$43,750 figure was negotiated between Mr. Short and him in late March or early April 2012. The negotiation was prompted by the discovery of payments made by the PAC to Mr. Short in December 2011 and January 2012 for a project that was planned but did not take place at that time.
28. According to the witness, the December 2011 and January 2012 payments were discovered through a report in a *Politico* blog.
29. The witness stated that he had a telephone conversation with Mr. Short after the blog story appeared, in which he asked Mr. Short about the payments. According to the witness, Mr. Short told him that there had been a "major fundraising initiative" planned for the PAC to raise money to use for candidate contributions in the 2012 election cycle, and that the payments to his firm from the PAC were for that initiative. Mr. Short informed the witness that it had been decided to put this project off while Rep. Bachmann's presidential campaign continued.
30. According to the witness, Mr. Short had approval for this major fundraising initiative, but he did not know who approved it. The witness also stated that he did not know who made the decision to defer the initiative until after the presidential campaign had ended. The witness said he did not know if Rep. Bachmann was involved in either decision.
31. According to the witness, in his mind there were two options regarding the PAC payments: Mr. Short could return the funds to the PAC or the funds could be applied toward his 2012 compensation. It was decided to apply the funds toward Mr. Short's 2012 compensation.
32. The witness said that he is not sure whether the specific fundraising project planned in December 2011 ever went forward.

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

33. The witness said that after he spoke to Mr. Short about the PAC payments, he made Rep. Bachmann aware of what he had learned. He said that he did not recall whether he specifically discussed the December 2011 fundraising project for MICHELE PAC with Rep. Bachmann. He said that Rep. Bachmann was “surprised” to learn of the PAC payments, and that she “wasn’t happy” when she learned about the payments. The witness said that Rep. Bachmann told him to handle the matter however he felt best.
34. The witness said that he did not have any discussions with Rep. Bachmann about Mr. Short’s future with the Bachmann political committees.
35. The witness could not recall any further conversations with Rep. Bachmann, but he did indicate that at some point he would have told her how he was handling the matter.
36. The witness was asked about a March 9, 2012 email exchange between the witness, Mr. Short, Mr. O’Donnell, and campaign counsel William McGinley regarding the blog story about the PAC payments to Mr. Short. The witness recalled that this would have been at the time he first learned of the payments and at the time of his telephone conversation with Mr. Short.
37. The witness indicated that the “Andy” referred to in the email was likely former Bachmann staff member Andy Parrish. He did not know why Mr. Short wrote that “Andy cares.”
38. The witness was asked about a March 10, 2012 email exchange between the witness, Mr. Short, and Mr. McGinley. He said that he never had any conversations with the BFP or MICHELE PAC Treasurers regarding Mr. Short’s compensation. He said that he received the compensation information from Mr. Short himself.
39. The witness was asked about an April 28, 2012 email exchange between Mr. Short and the witness, referencing an apparent dispute between Mr. Short and Mr. O’Donnell. The witness speculated that this may have been related to Mr. O’Donnell being upset that Mr. Short had received more compensation than he had.
40. The witness stated that he never met Iowa State Senator Kent Sorenson, and that he had no information regarding any compensation arrangements Mr. Sorenson may have had with either BFP or C&M Strategies.
41. The witness stated that he was not involved with the November-December 2011 book tour for Rep. Bachmann’s book *Core of Conviction*.

This memorandum was prepared on April 11, 2013 after the interview was conducted on April 9, 2013. I certify that this memorandum contains all pertinent matter discussed with the witness on April 9, 2013.

Scott Gast
Investigative Counsel

EXHIBIT 28

SCHEDULE B (FEC Form 3X) ITEMIZED DISBURSEMENTS

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. Cardinals FEC Compliance Services, PLC

Mailing Address PO Box 4182

City	State	Zip Code
Saint Paul	MN	55104-0182

Purpose of Disbursement
Accounting and Reporting

001

Category/
Type

Candidate Name

Office Sought:

<input type="checkbox"/>	House
<input type="checkbox"/>	Senate
<input type="checkbox"/>	President

Disbursement For:

<input type="checkbox"/>	Primary	<input type="checkbox"/>	General
<input type="checkbox"/>	Other (specify) ▼		

State: District:

Date of Disbursement

12 / 20 / 2011

Transaction ID : SB21B-40443-38009-e

Amount of Each Disbursement this Period

826.5

Full Name (Last, First, Middle Initial)

B. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City	State	Zip Code
Erie	CO	80516-2402

Purpose of Disbursement
Fundraising Consulting

001

Category/
Type

Candidate Name

Office Sought:

<input type="checkbox"/>	House
<input type="checkbox"/>	Senate
<input type="checkbox"/>	President

Disbursement For:

<input type="checkbox"/>	Primary	<input type="checkbox"/>	General
<input type="checkbox"/>	Other (specify) ▼		

State: District:

Date of Disbursement

12 / 06 / 2011

Transaction ID : SB21B-120182-38011-e

Amount of Each Disbursement this Period

20000

Full Name (Last, First, Middle Initial)

C. Paysimple

Mailing Address 1436 E 17th Avenue
Suite 300

City	State	Zip Code
Denver	CO	80218-1613

Purpose of Disbursement
Credit Card Fees

001

Category/
Type

Candidate Name

Office Sought:

<input type="checkbox"/>	House
<input type="checkbox"/>	Senate
<input type="checkbox"/>	President

Disbursement For:

<input type="checkbox"/>	Primary	<input type="checkbox"/>	General
<input type="checkbox"/>	Other (specify) ▼		

State: District:

Date of Disbursement

12 / 02 / 2011

Transaction ID : SB21B-120839-38005-e

Amount of Each Disbursement this Period

5

SUBTOTAL of Disbursements This Page (optional)..... ▶

20831.50

TOTAL This Period (last page this line number only)..... ▶

**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

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Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. Campaign Solutions

Mailing Address 117 N Saint Asaph Street

City Alexandria State VA Zip Code 22314-3109

Purpose of Disbursement
Credit Card Fees

001

Category/
Type

Candidate Name

Office Sought: House Senate President

Disbursement For: Primary General Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
01 / 04 / 2012

Transaction ID : SB21B-119392-38069-e

Amount of Each Disbursement this Period

654.32

B. United States Postal Service

Mailing Address 791 Currell Blvd

City Woodbury State MN Zip Code 55125

Purpose of Disbursement
Administrative/Salary/Overhead: Postage

001

Category/
Type

Candidate Name

Office Sought: House Senate President

Disbursement For: Primary General Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
01 / 04 / 2012

Transaction ID : SB21B-33303-38034-e

Amount of Each Disbursement this Period

300

C. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City Erie State CO Zip Code 80516-2402

Purpose of Disbursement
Fundraising Consulting

001

Category/
Type

Candidate Name

Office Sought: House Senate President

Disbursement For: Primary General Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
01 / 03 / 2012

Transaction ID : SB21B-120182-38032-e

Amount of Each Disbursement this Period

20000

SUBTOTAL of Disbursements This Page (optional)..... ▶

20954.32

TOTAL This Period (last page this line number only)..... ▶

**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
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Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City Erie State CO Zip Code 80516-2402

Purpose of Disbursement
Fundraising Consulting

001

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
07 / 10 / 2012

Transaction ID : SB21B-120182-38692-e

Amount of Each Disbursement this Period

3750

Full Name (Last, First, Middle Initial)

B. Alliance Bank

Mailing Address 115 5th St E
#55

City St. Paul State MN Zip Code 55101

Purpose of Disbursement
Bank Fees

001

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
07 / 03 / 2012

Transaction ID : SB21B-5-38688-e

Amount of Each Disbursement this Period

13.8

Full Name (Last, First, Middle Initial)

C. Cardinals FEC Compliance Services, PLC

Mailing Address PO Box 4182

City Saint Paul State MN Zip Code 55104-0182

Purpose of Disbursement
Accounting and Reporting

001

Category/
Type

Candidate Name

Office Sought: House
 Senate
 President

Disbursement For:
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
07 / 01 / 2012

Transaction ID : SB21B-40443-38683-e

Amount of Each Disbursement this Period

502

SUBTOTAL of Disbursements This Page (optional)..... ▶

4265.80

TOTAL This Period (last page this line number only)..... ▶

EXHIBIT 29



Document Archive

- Public Papers of the Presidents
- State of the Union Addresses & Messages
- Inaugural Addresses
- Weekly Addresses
- Fireside Chats
- News Conferences
- Executive Orders
- Proclamations
- Signing Statements
- Press Briefings
- Statements of Administration Policy
- Economic Report of the President
- Debates
- Convention Speeches
- Party Platforms
- 2012 Election Documents
- 2008 Election Documents
- 2004 Election Documents
- 1960 Election Documents
- 2009 Transition
- 2001 Transition

Data Archive

Data Index

Media Archive

Audio/Video Index

Elections

Election Index

Florida 2000

Links

Presidential Libraries

View Public Papers by Month and Year

Month Year

INCLUDE documents from the Office of the Press Secretary

INCLUDE election campaign documents

View PPPUS

Search the Entire Document Archive

Enter keyword: ?

AND OR NOT

Limit by Year

From: 1789

To: 2013

Limit results per page

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MICHELE BACHMANN

2012 Presidential Candidate: Representative-MN

Press Release - State Senator Kent Sorenson to Serve as Bachmann's Iowa Campaign Chairman

June 28, 2011

Indianola, Iowa — Iowa State Senator Kent Sorenson has officially accepted the role of Chairman of Republican presidential candidate Michele Bachmann's campaign in Iowa.

"Kent is a dear friend and a strong voice for conservatives in the Iowa Senate," Bachmann said. "I am proud to have a fellow conservative like Kent Sorenson leading the charge for our campaign effort in the Hawkeye State."

Senator Sorenson is a father of six and resides with his wife Shawnee in Indianola, Iowa. Before his time as a lawmaker, Senator Sorenson was a small business owner, community leader and volunteer firefighter. As a state senator, Sorenson has won wide acclaim from grassroots conservatives in Iowa for leading the charge on common-sense conservative legislation and family policy issues in the legislature.

"Our country is on the wrong track and in desperate need of strong leaders to charter a new course to prosperity," said Sen. Sorenson. "I believe that Michele is that leader and an unwavering conservative voice for the American people. I'm honored to serve as her Iowa Chairman."

Citation: Michele Bachmann: "Press Release - State Senator Kent Sorenson to Serve as Bachmann's Iowa Campaign Chairman," June 28, 2011. Online by Gerhard Peters and John T. Woolley, *The American Presidency Project*. <http://www.presidency.ucsb.edu/ws/?pid=98402>.

COLLECTION:

Campaign 2012

MICHELE BACHMANN FOR PRESIDENT Michele Bachmann for President

Font Size: A A A A

Print

Report Typo

MoShare

Share Share

The American Presidency Project

facebook

Name: The American Presidency Project



Fans: 5589

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EXHIBIT 30



John Woolley and Gerhard Peters

HOME DATA DOCUMENTS ELECTIONS MEDIA LINKS



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- Weekly Addresses
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- News Conferences
- Executive Orders
- Proclamations
- Signing Statements
- Press Briefings
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- Party Platforms
- 2012 Election Documents
- 2008 Election Documents
- 2004 Election Documents
- 1960 Election Documents
- 2009 Transition
- 2001 Transition

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Data Index

Media Archive

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Elections

Election Index

Florida 2000

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Month Year

INCLUDE documents from the Office of the Press Secretary

INCLUDE election campaign documents

[View PPPUS](#)

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AND OR NOT

Limit by Year

From: 1789

To : 2013

Limit results per page

30

INCLUDE documents from the Office of the Press Secretary

INCLUDE election campaign documents

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MICHELE BACHMANN

2012 Presidential Candidate; Representative-MN

Press Release - Team Bachmann Appoints Woolson State Campaign Manager; Announces Iowa Campaign Staff

October 27, 2011

Urbandale, Iowa - Republican presidential candidate Michele Bachmann's campaign today announced the members of its Iowa staff assembled to lead the organization through the state's first-in-the-nation caucuses. Campaign officials also appointed Iowa political veteran Eric Woolson as State Campaign Manager.

"We have a strong, experienced organization in place that is equipped to build upon Michele Bachmann's historic victory in the Republican Party of Iowa Straw Poll this summer," said national campaign manager Keith Nahigian. "Eric is the perfect person to lead our team to victory on caucus day."

The campaign is proud to announce the following staff members:

- Chris Dorr — Northwest Iowa
- Emma Aquino-Nemecek of Mount Vernon — Northeast Iowa
- Mark Doland of Oskaloosa — Southeast Iowa
- Tony Eastman of Indianola — Central and parts of southwest Iowa
- Barb Heki — Home-school coalition director
- Peter Waldron — Faith leader
- Drew Klein — Faith leader

The campaign has a total of 10 full-time professionals in place, including previously announced members:

- Sen. Kent Sorenson — State Chairman
- Sen. Brad Zaun — State Co-Chairman
- Eric Woolson — Newly appointed State Campaign Manager
- Wes Enos — Newly appointed Deputy State Campaign Manager

Woolson is an Iowa political veteran who managed former Arkansas Gov. Mike Huckabee's 2008 Iowa caucus campaign.

Doland is an ordained minister who has served as a precinct captain for Mike Huckabee's 2008 presidential campaign. He was the pastor coalition director for the 2010 Bob Vander Plaats for Governor campaign, a candidate recruiter for the Iowa Family Policy Center Action and campaign manager for former state Rep. Danny Carroll. Doland currently serves as the county co-chair for Mahaska County Republican Central Committee.

Nemecek's extensive political activism includes her roles as an election volunteer coordinator for the National Rifle Association, chair of the National Federation of Filipino American Republicans, past president of the All Nations Association, Linn County chair for the Matthew Schultz for Secretary of State campaign, and Second Congressional Director representative for 2008 presidential candidates Sam Brownback and John McCain. She also ran for state representative in 2006 and 2008.

Eastman, a former youth minister who has also worked in the financial services sector, was a volunteer on then-state Rep. Kent Sorenson's winning 2010 campaign for the Iowa Senate. Dorr worked for the Ron Paul campaign in 2008, worked on Sorenson's 2010 campaign and served as his legislative assistant this year.

Heki recently worked as a grassroots strategist on the state of Iowa for Freedom, the successful campaign to remove three Iowa Supreme Court justices. A board member of the Network of Iowa Christian Home Educators (NICHE), she was a key volunteer with the Huckabee and Vander Plaats campaigns, focused on recruiting home-school voters. She also is the volunteer Iowa director of ParentalRights.org.

Waldron is an author and a frequent guest on radio and television programs. He has worked seven presidential campaigns since 1980.

Klein has worked with the Iowa Faith & Freedom Coalition since 2008 helping them with various statewide initiatives including caucus training and legislative efforts. In that time, he has been involved with the Christian community organizing volunteer efforts in more than 13 state legislative races across the state.

Sorenson is serving in a full-time role but state Senate rules preclude lawmakers from being paid by the campaign.

Citation: Michele Bachmann: "Press Release - Team Bachmann Appoints Woolson State Campaign Manager; Announces Iowa Campaign Staff," October 27, 2011. Online by Gerhard Peters and John T. Woolley, *The American Presidency Project*. <http://www.presidency.ucsb.edu/ws/?pid=98508>.

COLLECTION:
Campaign 2012
MICHELE
BACHMANN
FOR PRESIDENT
Michele Bachmann for President
Font Size:
A A A A
Print
Report Typo
MoShare
Share Share
The American Presidency Project
facebook
Name:
The American Presidency Project

Fans:
5589
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EXHIBIT 31

In re:
Matter of Senator Kent Sorenson

that we hire Sorenson at the rate of \$7,000 per month plus a cell phone with expenses for same paid. I indicated this to Senator Sorenson in an email dated April 19, 2011 which is attached and marked as Exhibit B.

5. Guy Short eventually worked out an arrangement where Senator Sorenson was paid \$7,500 per month with no cell phone payment. This is the arrangement that was in place until his defection a short time before the Iowa caucuses to the Ron Paul presidential campaign. C & M Strategies handled all of the related paperwork. I never saw, nor had the occasion to see, any contract, checks or other documents reflecting this relationship. At no time did I have any financial or other interest in C & M Strategies.

6. Congresswoman Bachmann knew of and approved this arrangement. She, like the rest of us, understood from Senator Sorenson that it did not run afoul of any Iowa Senate ethics rules. We relied on his representations in this regard. Senator Sorenson was the Iowa state campaign manager as indicated in my email to the Congresswoman dated May 5, 2011 as attached and marked as Exhibit C.

7. I understand from press reports that Senator Sorenson has told the Des Moines Register, after having denied the existence of any payments, that "even if" he received payments from C & M Strategies such payments would not violate Iowa Senate ethics rule number six. He himself indicates he was on staff, though not the Bachmann For President staff, in his email to me of June 15, 2011 as attached and marked as Exhibit D.

8. I have no knowledge or opinion if, in fact, those payments violate rule six. I do know for a fact that the Senator was paid and representations to the contrary are simply not true. I hold no ill will toward the Senator in any manner and to see this as a personal vendetta of mine is not only incorrect but misses the point entirely as to why I have stepped up now.

In re:
Matter of Senator Kent Sorenson

9. I have come forward in this matter because the person who filed the ethics complaint, Peter Waldron, is a personal friend of mine. His representations about Senator Sorenson being paid are true. I would decline his characterization of such payment as "money laundering," however, as that term--as commonly understood--simply isn't applicable to the circumstances at hand.

10. I further understand that if no corroborating evidence was provided to the Iowa Senate Ethics Committee the complaint Waldron filed would be dismissed at the end of this month or in early May. I did not believe that would be the right thing to happen and in the interests of the truth, as well as a full factual record, I have spoken out now.

11. Much to the disappointment of many in the media, my testimony is not in any way a rebuke to or betrayal of Congresswoman Bachmann. To the contrary, I consider her a personal friend and an outstanding public servant who represents extremely well the interests of Minnesota's Sixth Congressional District. She consistently instructed all who worked on her behalf to follow the law. This, of course, is as it should be but insinuations that somehow she cut corners or played fast and loose with respect to compensating Senator Sorenson are untrue to the best of my knowledge.

FURTHER AFFIANT SAYETH NAUGHT

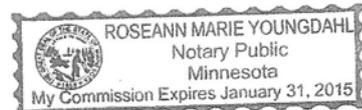


Andy Parrish

Subscribed and sworn to before me this 22nd day of April, 2013



Notary Public





FW: Kent Sorenson

Andy Parrish <[REDACTED]@me.com>
To: John Gilmore <[REDACTED]@gmail.com>

Fri, Apr 19, 2013 at 12:39 PM

From: <[REDACTED]@aol.com>
Date: Tue, 08 Mar 2011 18:46:14 -0500 (EST)
To: Andy Parrish <[REDACTED]@me.com>
Cc: <[REDACTED]@gmail.com>
Subject: Re: Kent Sorenson

Great.

He can get paid by the PAC. It is much cleaner to have BFC pay him if need be. It might be good for a little momentum on the POTUS to announce a hire like Kent. He is the real deal. Denny Carroll is another one in Iowa that would be good.

In a message dated 3/8/2011 4:43:20 P.M. Mountain Standard Time, [REDACTED]@me.com writes:

Just talked to him. We're cool he can't get paid from a PAC

Sent from my iPhone

On Mar 8, 2011, at 5:38 PM, [REDACTED]@aol.com wrote:

If we need to pay him from MPAC we can. He can be a consultant and give us strategic advice.

A



FW: Wes Enos Offer

Andy Parrish <[REDACTED]@me.com>
To: John Gilmore <[REDACTED]@gmail.com>

Fri, Apr 19, 2013 at 12:38 PM

On 4/20/11 9:25 PM, "Kent Sorenson" <[REDACTED]@gmail.com> wrote:

>Andy,
>
>I talked to Wes and he has been under the impression that we were going
>to pay him \$4500 per month and no reimbursement for phone or laptop. I
>know we had this conversation before, but maybe it was not made clear.
>
>Let me know how you would like me to proceed.
>
>Thanks
>
>Kent
>On Apr 19, 2011, at 8:58 PM, Andrew Parrish wrote:
>
>> Kent -
>>
>> Please offer Wes as job as a consultant to MichelePAC \$3666.67/month
>>(44k/year). He will be reimbursed one time up to \$700.00 dollars for a
>>laptop and he can be reimbursed for a cell phone service and data plan,
>>he should bill with an invoice monthly to MichelePAC and email it to
>>[REDACTED]@aol.com. Please note that you should approve the minutes and
>>and data plan pricing. It should be enough so we don't have overage
>>charges. Also - he can start this list for support.
>> <Iowa Pastors.xlsx>
>>
>> As for you I have recomended you to Guy Short at C&M strategies, I
>>think he said he was hiring at \$7,000/month phone and onetime laptop
>>reimbursement, I have CCed him on this so you can work it out.
>>
>> Talk soon,
>>
>> Andy
>

B



Fwd: Campaign Stuff - Important please read and respond

Andy Parrish <[REDACTED]@gmail.com>
To: John Gilmore <[REDACTED]@gmail.com>

Fri, Apr 19, 2013 at 12:06 PM

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

From: **Andrew Parrish** <[REDACTED]@gmail.com>
Date: Thu, May 5, 2011 at 10:35 AM
Subject: Campaign Stuff - Important please read and respond
To: Michele Bachmann <[REDACTED]@ymail.com>, Paul Andersen <[REDACTED]@gmail.com>, Marcus Bachmann <[REDACTED]@bachmanncounseling.com>

Here is where we are. For now our Campaign Managers have been given full authority within reason to do what they see fit, they have also been charged to start voter ID and to start building Skype parties in homes and events for MB to start skypeing into. I also need two days a week to do tele-town halls with MB and I need permission to start my microtargeting in these three states. Also I am going to need to start the process of taking an "official leave of absence" from the official office. McGinley is going to have the paperwork prepared in the next weekish, so when MB says "go" we are ready and can immediately move with the exploratory committee. I have instructed him to incorporate us so when we get sued MB and MB are not liable same with debt. McGinley agreed that was a good idea. We need a minimum of three board members do you have suggestions?

With your permission I would like to start seeking these people out, the CFO will handle the FR team.

National Headquarters (Only MB, MB, and LB can approve, so add away)
Andy Parrish -
Tera Dahl - Executive Assistant to MB
Communications Director (Andy Interviewing Scott Browns Communications Director)
Senior (National) Advisor (Marc Nuttle or Fabrizio or ...)
New Media and Web - Eric Frenchman
CFO -
Policy Director -
Deputy Campaign Manager -
Political Director -
Chief Technology Officer -

Iowa
Kent Sorenson - State Campaign Manager
Wes Enos - Political Director
Field Staff - Being hired this week
Field Staff - Being hired this week

New Hampshire
Jeff Chidister - State Campaign Manager
Political Director - Being hired this week
Field Staff - Being hired this week
Field Staff - Being hired this week

South Carolina
Sheri Few - State Campaign Manager
Approve three field staffers

C



FW: ASAP

1 message

Andy Parrish <[REDACTED]@me.com>
To: John Gilmore <[REDACTED]@gmail.com>

Fri, Apr 19, 2013 at 12:41 PM

On 6/16/11 2:25 PM, "Kent Sorenson" <[REDACTED]@gmail.com> wrote:

>We have the following people besides myself

- >
- >Wes Enos \$4500 per month
- >Drew Klein \$3800 per month
- >Chris Dorr \$3000 per month
- >Tony Eastman \$3000 per month
- >

>On Jun 16, 2011, at 2:03 PM, Andrew Parrish wrote:

- >
- >> Guys -
- >>
- >> Can I get the names and pay of everyone on the team, please include
- >>yourself as well so I can forward that onto the national team, I know I
- >>have it, but resending will be simpler.
- >>
- >> Andy
- >

D

EXHIBIT 32



FW: Kent Sorenson

Andy Parrish <[REDACTED]@me.com>
To: John Gilmore <[REDACTED]@gmail.com>

Fri, Apr 19, 2013 at 12:39 PM

From: <[REDACTED]@aol.com>
Date: Tue, 08 Mar 2011 18:46:14 -0500 (EST)
To: Andy Parrish <[REDACTED]@me.com>
Cc: <[REDACTED]@gmail.com>
Subject: Re: Kent Sorenson

Great.

He can get paid by the PAC. It is much cleaner to have BFC pay him if need be. It might be good for a little momentum on the POTUS to announce a hire like Kent. He is the real deal. Denny Carroll is another one in Iowa that would be good.

In a message dated 3/8/2011 4:43:20 P.M. Mountain Standard Time, [REDACTED]@me.com writes:

Just talked to him. We're cool he can't get paid from a PAC

Sent from my iPhone

On Mar 8, 2011, at 5:38 PM, [REDACTED]@aol.com wrote:

If we need to pay him from MPAC we can. He can be a consultant and give us strategic advice.

A

EXHIBIT 33

From: Kent Sorenson <[REDACTED]@gmail.com>
Sent: Wednesday, April 20, 2011 10:25 PM
To: Andrew Parrish <[REDACTED]@me.com>
Subject: Re: Wes Enos Offer

Andy,

I talked to Wes and he has been under the impression that we were going to pay him \$4500 per month and no reimbursement for phone or laptop. I know we had this conversation before, but maybe it was not made clear.

Let me know how you would like me to proceed.

Thanks

Kent

On Apr 19, 2011, at 8:58 PM, Andrew Parrish wrote:

> Kent -

>

> Please offer Wes as job as a consultant to MichelePAC \$3666.67/month (44k/year). He will be reimbursed one time up to \$700.00 dollars for a laptop and he can be reimbursed for a cell phone service and data plan, he should bill with an invoice monthly to MichelePAC and email it to [REDACTED]@aol.com. Please note that you should approve the minutes and and data plan pricing. It should be enough so we don't have overage charges. Also - he can start this list for support.

> <Iowa Pastors.xlsx>

>

> As for you I have recomended you to Guy Short at C&M strategies, I think he said he was hiring at \$7,000/month phone and onetime laptop reimbursement, I have CCed him on this so you can work it out.

>

> Talk soon,

>

> Andy

EXHIBIT 34

Affidavit of Eric Woolson:

I, Eric Woolson, being of full age, on oath or affirmation, say:

1. I joined Bachmann For President as campaign manager on or around Oct. 27, 2011, after helping them with media relations. I was hired and paid through my company, The Concept Works, Inc., as an independent contractor.

2. The day that the e-mail was sent by Campaign Solutions to the homeschool list – Nov. 10, 2011 – was the first day I heard anything about this situation.

3. I went to Sen. Kent Sorenson's office to tell him because he was the campaign's state chair.

4. Kent smiled at me and said, "Do you want to know how it happened?"

5. I said, "No," and tried to back out of his office.

6. Kent said, "We took it." Kent said they weren't getting anything from Barb (Heki), so when she stepped out of the office they took it.

7. Kent said, "We stood watch."

8. I went back to my office and immediately called Guy Short, the campaign's national political director, and told him we have a serious problem and we need to make this right. I told him that Kent Sorenson had said he and others took the database from Barb's computer.

9. Guy said he'd take care of it.

10. Then I called Keith Nahigian, the national campaign manager, and he returned my call later that evening. I told him the same thing I told Guy Short.

11. That same evening or the next, Wes Enos, the Iowa campaign's deputy manager, told me that I was going to be getting a phone call from Bill McGinley, the campaign's corporate lawyer. I did.

12. Guy Short, to my knowledge, did all the negotiating with the homeschool group on paying for rental of the list, to satisfy FEC regulations. I was not involved in this.

13. A few weeks later, just days before the Iowa caucuses, Kent Sorenson defected and joined the Ron Paul campaign. He had told me and others earlier that he had been offered a large sum of money to join their campaign. I had also heard others say that Kent was receiving compensation for his work on the Bachmann campaign through a consulting firm.

14. The press release that went out from the campaign in response to the homeschool group's letter about this incident was written and distributed by the national campaign; I did not have a part in that, except for seeing a draft briefly before it went out. I told them that the wording they had proposed to describe the incident – “accidentally” – was not an accurate word. I didn't see their final draft.

15. The day after the caucuses, Michele held a press conference to announce that she was bowing out of the presidential race. Then she took her national and Iowa campaign staff to lunch at a restaurant.

16. I overheard Michele Bachmann and Barb discussing the NICHE list issue at the Machine Shed staff luncheon the morning after the caucuses.

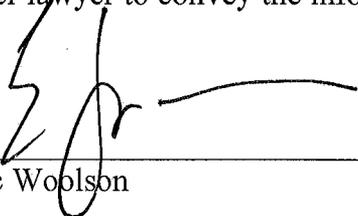
17. Barb approached me and said Michele Bachmann told her Kent Sorenson had taken the NICHE list and asked me if it was true.

18. I nodded yes and told her I did not want to discuss details at the luncheon. At a later date when she visited my office, I reconfirmed to her that Kent Sorenson had taken the list and shared a few more details.

19. I told her I had taken the issue up the chain of command and did not want to violate any confidences or confidentiality responsibilities.

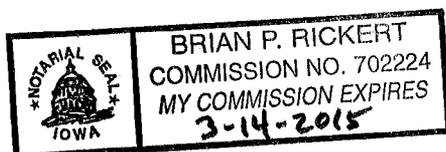
20. Barb must've spent a lot of time investigating this on her own because a few months later she came into my office again and indicated that she had gathered evidence and would likely be filing a lawsuit.

21. I have since met with Barb and her lawyer to convey the information contained in this affidavit.


Eric Woolson

STATE OF IOWA; COUNTY OF POLK

This instrument was acknowledged before me on September 4, 2012, by Eric Woolson.



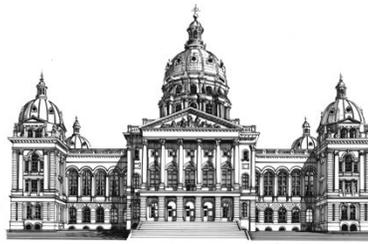

Notary Public

EXHIBIT 35

EXHIBIT 36

KENT SORENSON
STATE SENATOR
Thirteenth District
Statehouse: (515) 281-████

HOME ADDRESS
14358 S23 Hwy
Milo, IA 50166
H: (641) 942-████
████@legis.iowa.gov



The Senate

State of Iowa
Eighty-fifth General Assembly
STATEHOUSE
Des Moines, IA 50319

COMMITTEES

Government Oversight, *Ranking Member*
Judiciary
State Government, *Ranking Member*

February 8, 2013

Mike Marshall
Secretary of the Senate
State Capitol Building
Des Moines, Iowa 50319

Mr. Mike Marshall

The following will serve as my formal response to the Senate Ethics Complaint filed by Mr. Peter Waldron of Palm Harbor, Florida dated January 28, 2013.

First and foremost, I vehemently deny any wrong doing as alleged. The false allegations are on their face absurd, and not really meritorious of response. However, I also accept my responsibilities as a Senator. My response is made precisely because I respect the obligations of Senate process.

Below I will address each of the three accused violations from Mr. Waldron.

The first accused violation made by Mr. Waldron is that I violated Rule 16A of the code of ethics. 16A of the code of ethic is not a rule, but a guide to filing a complaint. It is written as follows:

“16. FILING OF COMPLAINTS.

a. Persons entitled. Complaints may be filed by any person believing that a senator, lobbyist, or client of a lobbyist has violated the senate ethics code, the senate rules governing lobbyists, or chapter 68B of the Iowa Code. A violation of the criminal law may be considered to be a violation of this code of ethics if the violation constitutes a serious misdemeanor or greater, or a repetitive and flagrant violation of the law.”

I confirm and it is public information that a civil lawsuit was filed July of 2012. Then in September of 2012 those plaintiffs filed a criminal complaint. Sometime after instigation of the civil litigation the Heki plaintiffs dismissed Eric Woolson from the litigation. Subsequently the Hekis and their apparent sponsor, Mr. Waldron, obtained the affidavit referenced in the complaint.

I have fully cooperated with the Urbandale Police department during their investigation to date and I do not anticipate criminal charges being filed against myself or anyone else. The acts alleged both in the civil litigation, the Hekis' criminal complaint and Mr. Waldron's Senate complaint, even if contextually and factually accurate would not constitute a serious misdemeanor.

While there is a great deal of information I could provide to the contrary of the claims laid out in this complaint, under advice of counsel, I will save that for my civil case. Needless to say the statements in Mr. Woolson's affidavit will be impeached aggressively. It is clear that no basis in fact exists for the first basis of the complaint since I have not been charged, much less convicted of a serious misdemeanor or any crime since I have been elected to the Iowa State Senate. The complainant, Mr. Waldron, whose well published national attack on Michelle Bachman is surely known to the Committee, knew that I have not been charged with any crime when he made the complaint.

The second complaint Mr. Waldron alleges is a violation of Rule 6 of the code of the ethics, which is written as follows:

"6. EMPLOYMENT. A senator shall not accept employment, either directly or indirectly, from a political action committee or from an organization exempt from taxation under section 501(c)(4), 501(c)(6), or 527 of the Internal Revenue Code that engages in activities related to the nomination, election, or defeat of a candidate for public office. A senator may accept employment from a political party, but shall disclose the employment relationship in writing to the secretary of the senate within ten days after the beginning of each legislative session. If a senator accepts employment from a political party during a legislative session, the senator shall disclose the employment relationship within ten days after acceptance of the employment.

For the purpose of this rule, a political action committee means a committee, but not a candidate's committee, which accepts contributions, makes expenditures, or incurs indebtedness in the aggregate of more than seven hundred fifty dollars in any one calendar year to expressly advocate the nomination, election, or defeat of a candidate for public office or to expressly advocate the passage or defeat of a ballot issue or

influencing legislative action, or an association, lodge, society, cooperative, union, fraternity, sorority, educational institution, civic organization, labor organization, religious organization, or professional organization which makes contributions in the aggregate of more than seven hundred fifty dollars in any one calendar year to expressly advocate the nomination, election, or defeat of a candidate for public office or ballot issue or influencing legislative action.”

Once again these allegations are not based on facts. I did not receive compensation from MichelePAC, Bachmann for President or C&M Strategies. The Waldron Complaint fails to show compelling evidence otherwise.

Even had I been employed by C&M Strategies (which I was not) it would not have constituted a violation. First C&M Strategies is not a C-4, C-6 or a 527 and hence not a prohibited entity pursuant to Rule 6. Second Rule 6 expressly permits a senator’s direct or indirect employment by a campaign committee.

The third and final allegation of the Waldron Complaint is that I violated section 11 of the code of ethics, which is written as follows:

11. DISCLOSURE REQUIRED. Each senator shall file with the secretary of the senate within ten days after the adoption of the code of ethics by the senate, and within ten days after the convening of the second session of the general assembly, a statement under section 68B.35 on forms provided by the secretary of the senate setting forth the following information:

The nature of each business in which the senator is engaged and the nature of the business of each company in which the senator has a financial interest. A senator shall not be required to file a report or be assumed to have a financial interest if the annual income derived from the investment in stocks, bonds, bills, notes, mortgages, or other securities offered for sale through recognized financial brokers is less than one thousand dollars.

Disclosures required under this rule shall be as of the date filed unless provided to the contrary, and shall be amended to include interests and changes encompassed by this rule that occur while the general assembly is in session. All filings under this rule shall be open to public inspection in the office of the secretary of the senate at all reasonable times.

The secretary of the senate shall inform the ethics committee of the statements which are filed and shall report to the ethics

committee the names of any senators who appear not to have filed complete statements. The chairperson of the ethics committee shall request in writing that a senator who has failed to complete the report or appears to have filed an incomplete report do so within five days, and, upon the failure of the senator to comply, the ethics committee shall require the senator to appear before the committee.

I have filed all appropriate and required information to Mike Marshall, the Secretary of the Iowa Senate, and therefore am not in violation of section 11 of the code of ethics. The Waldron Complaint fails to even allege any particular or specific Rule 11 information that was not timely disclosed.

Perhaps the most significant, and perhaps only contextually accurate and truthful statement is the description he provides of his attempt to extort a relatively small amount of money from the Bachmann campaign. Mr. Waldron himself links the financial dispute with this Complaint.

I believe this fulfills the requested response and if you need any further information please do not hesitate to contact me.

Sincerely,

Hon. Kent Sorenson, Senator

EXHIBIT 37

Dear Mr. Marshall:

Following is my statement in the matters before the Iowa Senate Ethics Committee:

1. List Issue

- a. I never took, participated in, or directed the taking of any list from Ms. Heki's computer or the computer of anyone.
- b. Attachment #1 to my statement is an affidavit from Mr. Tony Eastman, a former Bachmann staff person, who swears to personal knowledge that I did not take the mentioned list.
- c. Attachment # 2 to my statement is an affidavit from Mr. Chris Dorr, a former Bachmann staff person, who accounts for the transfer of a list from Ms. Heki's computer and attests that I did not participate in any manner.
- d. I am presently involved in a civil case dealing with the list. The civil case requires some level of confidentiality. Having said that, participants in the case and the Urbandale Police have been given the name of the individual who acquired the list.
- e. The police investigation has received my full cooperation and I will continue to do so, if needed.
- f. The only other individual to make any statement in these proceedings dealing with the list, Eric Woolson, professed no direct knowledge on the topic and upon providing a statement for Mr. Waldron, was dismissed as a defendant in the civil case.

2. Payment Issue

- a. I was never paid directly or indirectly by Michelle PAC or the Bachmann Campaign.
- b. Andy Parrish, a gentleman who was removed from the employ of the Bachmann offices due to my sharing of information with the congresswoman, is the only person to attempt to provide contrary information.
- c. Mr. Parrish lacks consistency in his affidavit. In the Affidavit of Mr. Parrish, Items #3 and #6 are in direct conflict and cannot both be true in discussing his beliefs on the issue of payment.
 - i. Item #3 states, "We both knew that Iowa Senate ethics prevented any presidential campaign from paying a senator for his or her efforts on a candidate's behalf."
 - ii. Item #6 states, "Congresswoman Bachmann knew of and approved this arrangement. She, like the rest of us, understood from Senator Sorenson that it did not run afoul of any Iowa Senate ethics rules."
- d. Mr. Parrish represents, in Item #3, that Ms. Bachmann knew of and approved of the alleged financial arrangement. He attempted to offer support of this statement with an e-mail to Ms. Bachmann labeled "Exhibit C". Nowhere in the e-mail is any compensation to me in any form mentioned, either directly or indirectly.
- e. In Item #7 of the affidavit, Mr. Parrish offers an e-mail, Exhibit D to state I was "on staff".
 - i. In the e-mail, Mr. Parrish asked, "Can I get the names and pay of everyone on the team, please include yourself as well..." The word staff was never used. I believed "team" to mean staff and me as a volunteer.
 - ii. I responded as requested. I included myself, without annotation of pay, as I was receiving none. I listed the names and salaries of paid staff.

- f. Item #4 of Mr. Parrish's affidavit states, "The principal of C & M, Guy Short, agreed with my suggestion that we hire Sorenson at the rate of \$7,000..." Mr. Parrish offered an e-mail to me, Exhibit B, as support of the statement of that agreement.
 - i. The actual e-mail says, "As for you, I have recommended you to Guy Short at C&M strategies, I think he said he was hiring at \$7,000/month phone and one time laptop reimbursement. I have CCed him on this so you can work it out." Recommending me for an opportunity he thought someone may be hiring for is not an agreement made by any Bachmann entity. Additionally, I had a pre-existing relationship with Mr. Short from activities unassociated to any Bachmann entities.
 - g. Item #5 of Mr. Parrish's affidavit, he claims I was paid \$7,500 per month by Guy Short, although he states he, "never saw, nor had the occasion to see, any contract, checks, or other documents reflecting this relationship." He offers no attempt at support of his claim.
 - h. Attachment #3 to my statement is an affidavit from Mr. Wes Enos, a former Bachmann staff person who served as the Iowa campaign Comptroller. In the affidavit, he attests no request was ever made to pay me for my service.
 - i. Attachment #4 to my statement is an affidavit from Ms. Cherie Johnson. She performed an audit of my deposits into my account from December 8, 2010 to December 7, 2011. Ms. Johnson attests I deposited no checks from Guy Short or C&M Strategies. Additionally, she attests I never deposited \$7,500 from any single source.
3. The above facts support my previous statements that I took no list and received no pay from any Bachmann entities, either directly or indirectly. No evidence to the contrary exists.

Respectfully submitted,

Kent L. Sorenson

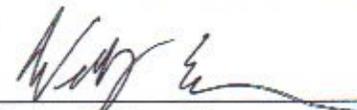
EXHIBIT 38

Affidavit of Wesley E. Enos, III

State of Iowa)
) **SS**
County of Polk)

I, the undersigned Wesley E. Enos III, being first duly sworn do, upon my oath, state the following.

1. I was employed by the Michelle Bachmann for President Campaign in Iowa during 2011 and part of 2012 in the capacity of a comptroller.
2. My duties included requesting payroll, payments and reimbursement checks for the Campaign's Iowa staff and volunteers.
3. At no time did I transmit a request for a check for Senator Kent Sorenson. I have no recollection of ever requesting even a reimbursement of expenses for Senator Kent Sorenson. Any such reimbursement would be properly noted on public filings by the Campaign. If a reimbursement request was transmitted made at all it would have been a nominal sum and a bona fide repayment for expenses Senator Sorenson would have incurred for the campaign.
4. I did request a check for Kent Sorenson Jr. in the approximate amount of \$250.00. That check was for payment for telephone calling and some campaign driving that he did for the Campaign during the Ames Straw Poll. Kent Sorenson Jr. and Senator Kent Sorenson are not one and the same persons. I know of my own personal knowledge that Kent Sorenson, Jr. performed the services for which he was compensated.



Wesley E. Enos, III

Subscribed and sworn to me, the undersigned Notary Public for the state of Iowa, by a person known to me as Wesley E. Enos, III as his voluntary act and deed on this 7 day of MAY , 2013.



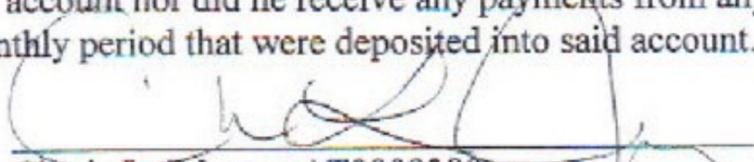
Notary Public-State of Iowa

EXHIBIT 39

AFFIDAVIT

STATE OF IOWA)
(ss:
COUNTY OF POLK)

The undersigned being first duly sworn on oath state that I am licensed attorney in the State of Iowa; that I have reviewed the bank records provided to me by Kent Sorensen for Wells Fargo Account Number [REDACTED] that those records include monthly bank statements beginning December 8, 2010 through December 7, 2011; that I have also reviewed deposit records provided by Kent Sorensen in support of said monthly bank statements; that no deposit records were provided for the time period of December 8, 2010 to December 29, 2010; that no deposit records were provided for the time period of June 8, 2011 to July 7, 2011; that in my review of the records provided to me, I did not find any deposits made to Mr. Sorensen's account from the following sources: Guy Short or from C & M Strategies, Inc.; that in my review of the records provided to me, I did not find any payments from a single source that totaled \$7,500.00 in any one monthly period. After reviewing the records of Mr. Sorensen's Wells Fargo Account number [REDACTED] it is my good faith belief that from the time period of December 8, 2010 through December 7, 2011, Mr. Sorensen did not receive any payments from Guy Short or C & M Strategies, Inc. that were deposited into said account nor did he receive any payments from any one source that totaled \$7,500.00 in one monthly period that were deposited into said account.


Cherie L. Johnson AT0009380

Subscribed and sworn to before me this 30th day of April, 2013.



NOTARY PUBLIC

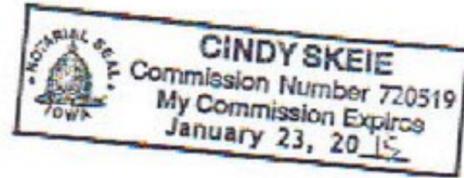


EXHIBIT 40



IOWA SECRETARY OF STATE

Matt Schultz

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Business Entity Summary

print

[Summary](#) [Address](#) [Agent](#) [Filings](#) [Names](#) [Officers](#) [Stock](#) [Search Again](#)

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Searched: **grassroots strategy**

Business No.	Legal Name	Status
409292	GRASSROOTS STRATEGY INC.	Active
Type	State of Inc.	Modified
Legal	IA	No
Expiration Date	Effective Date	Filing Date
PERPETUAL	12/29/2010	12/29/2010
Chapter	CODE 490 DOMESTIC PROFIT	

Names (Viewing 1 of 1)

Type	Status	Modified	Name
Legal	Active	No	GRASSROOTS STRATEGY INC.

Registered Agent or Reserving Party

Full Name	KENT SORENSON
Address	Address 2
1104 E SALEM	PO BOX 633
City, State, Zip	INDIANOLA, IA, 50125

Home Office

Full Name	KENT SORENSON
Address	Address 2
PO BOX 633	
City, State, Zip	INDIANOLA, IA, 50125

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[REDACTED]@sos.iowa.gov | (515) 281-[REDACTED]

409292

ARTICLES OF INCORPORATION
GRASSROOTS STRATEGY INC
A FOR-PROFIT CORPORATION

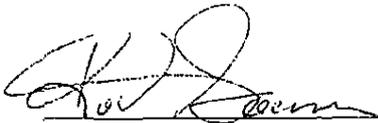
\$50.00 KARE 2/2/29M0
ARTI
\$53618

1. The name of the corporation is GRASSROOTS STRATEGY INC.
2. The purpose of the corporation is to transact the business of the corporation and any other business not forbidden by law.
3. The period of operation is perpetual.
4. The corporation shall have authority to issue 1,000,000 shares all without par value.
5. The corporation will not commence business until at least \$1,000 has been received as consideration for issuance of shares.
6. The address of its initial registered office is 1104 E Salem, PO Box 633, ~~Iowa~~ Indianola. The name of the Registered Agent at the same address is Kent Sorenson.
7. The Board of Directors and Incorporators will consist of one whose name is Kent Sorenson whose address is the same as in 6 above.
8. The Corporation is in Warren County, Iowa
9. Every director and officer shall be indemnified against all liabilities, civil and criminal, incurred in relation to his duties, including all reasonable expenses of defense, except to for negligence or misconduct in the matter out of which the liability arises.

10 DEC 29 PM 12:14

SECRETARY OF STATE
IOWA

Dated this 1st day of January, 2010


Kent Sorenson, Incorporator and Director

FILED
IOWA
SECRETARY OF STATE
12-29-10
12:14 PM
W717439



EXHIBIT 41



Penguin Group (USA)

375 Hudson Street, New York, NY 10014-3658
Telephone (212) 366 [REDACTED]
www.penguin.com

August 1, 2011

Michele Bachmann
c/o Alexander Hoyt Associates
314 West 100th Street, Suite 81
New York, NY 10025

Dear Author:

We hereby agree that you will be included as an additional insured under our current media insurance policy (the "Policy"). The Policy provides for coverage as follows:

Your coverage will apply only to any Work published by us pursuant to our Agreement dated August 1, 2011 and will be subject to the terms of the Policy. The provisions of paragraph 2 of the Agreement will apply only to the extent that the Policy does not. The broad areas of coverage are libel, invasion of privacy, plagiarism, copyright infringement and certain forms of unfair competition, with coverage of no less than \$5,000,000.00 per occurrence and \$5,000,000.00 annual aggregate. The Policy currently carries a deductible of \$250,000.00 per occurrence, which we may share with you as provided in the third paragraph of paragraph 2 of the Agreement.

Please indicate your agreement to the above by signing in the space below and returning this letter to us.

SENTINEL,
AN IMPRINT OF PENGUIN GROUP (USA) INC.

AGREED

Adrian Zackheim
President

Michele Bachmann

John Schline
Senior Vice-President,
Corporate Director of Business Affairs

A PEARSON COMPANY

THMB_000017

13-1274_0236

AGREEMENT made this 1st day of August, 2011

between Michele Bachmann
(name)
residing at c/o Alexander Hoyt Associates, 314 West 100th Street, Suite 81
(address)
New York, NY 10025
(city) (state, zip code, country)
and _____
(name)
residing at _____
(address)

(city) (state, zip code, country)

(Individually or collectively the "Author")
and Sentinel, an imprint of Penguin Group (USA) Inc., whose principal office is located at 375 Hudson Street,
New York, NY 10014 (the "Publisher").

*The Author will have approval of the final title of the Work, such approval not to be unreasonably withheld or delayed. (Not to be deemed a precedent.)

WHEREAS the Author is or will be the proprietor of the following described literary work (the "Work"):

Tentative Title*: **UNTITLED**

Subject Matter Description: **a work of non-fiction by the Author**

(including the proprietor or authorized licensee of the mutually agreed upon photographs, drawings, captions, maps, charts, tables, appendixes, notes, bibliography and index included in the Work and such other matter as set forth herein); and

WHEREAS the Author desires to have the Publisher publish, and the Publisher desires to publish, the Work on the terms and conditions and in consideration of the covenants set forth herein;

AUTHOR AND PUBLISHER AGREE:

Author's Grant

1. The Author hereby grants to the Publisher during the full term of copyright, and any renewals, continuations and extensions thereof, in each of the following countries and territories:

(a) The exclusive right to print, publish and sell the Work, in whole or in part, in the English language in the United States of America, its territories and possessions, the Philippine Republic and Puerto Rico (the "Exclusive Territory"), and to sell the same nonexclusively for export to the "Nonexclusive Territory," that is all countries other than those designated as exclusive in this subparagraph and in subparagraph 1(b) and in Schedule A, which is attached to and is part of this Agreement (the "Schedule A Countries");

(b) The exclusive right to print, publish and sell the Work and to license the Work, in whole or in part, for publication, in the English language in Canada (which shall be included in the designation "Exclusive Territory");

(c) The exclusive right to print, publish and sell the Work and to license the Work, in whole or in part, for publication, in the English language in the Schedule A Countries and in the Nonexclusive Territory;

(d) The exclusive right to print, publish and sell the Work, and to license the Work, in whole or in part, for publication throughout the world in all languages other than English;

THMB_000018

13-1274_0237

(e) The exclusive right in the Exclusive Territory and the Schedule A Countries, and nonexclusively in the Nonexclusive Territory, to license the Work, in whole or in part, for publication in the English language in the following editions: (i) mass market paperback, (ii) trade paperback, (iii) original hardcover and (iv) hardcover reprint;

(f) The exclusive right in the Exclusive Territory and the Schedule A Countries, and nonexclusively in the Nonexclusive Territory, to license the Work, in whole or in part, for publication by book clubs and in magazine condensations, newspaper syndications, serializations, and as provided in paragraph 10;

(g) The exclusive right in the Exclusive Territory and the Schedule A Countries, and nonexclusively in the Nonexclusive Territory, to print, publish and sell the Work and to license the Work, in whole or in part, for publication, in ~~textbook editions, large type editions, anthologies, picture book editions, photonovels;~~ premium, direct mail, coupon advertising; audio recordings, and ~~audiovisual recordings;~~

~~(h) The exclusive right to license or otherwise exploit the Work throughout the world in respect to all forms of commercial tie-ins and adaptations, including (but not limited to) the exclusive right to use and license others to use the Work, or the title of the Work, in whole or in part for (i) trademarks or trade names for other products, (ii) toys or games, and (iii) otherwise reproducing the Work, its cover or associated artwork on any material or in any medium;~~

~~(i) The exclusive right to license or otherwise exploit motion picture, dramatic, television, radio, lyric, and all other forms of performance rights to the Work throughout the world; and~~

(j) The exclusive right in the Exclusive Territory and the Schedule A Countries, and nonexclusively in the Nonexclusive Territory, to display the Work in any manner designed to be read and to license the display of the Work in any manner designed to be read, in whole or in part, by any means, method, device or process now known or later developed, and whether the images of the Work are shown sequentially or nonsequentially ("Display Rights"), including without limitation on-line or off-line electronic displays, mechanical visual recordings or reproductions (together with accompanying sounds, if any, including a mechanical reading of the Work), microfilm, microfiche, data retrieval and storage systems, computer software systems, and all other forms of copying, recording, or the transmitting of the Author's words and or illustrations in any manner designed to be read, which are not either granted to the Publisher elsewhere in this Agreement or reserved to the Author, provided however that such reservation of rights shall not preclude the exercise of Display Rights. In addition, the Author hereby grants the Publisher the right to acquire interactive multimedia rights by matching any bonafide third party offer for such rights within thirty (30) days of written submission to the Publisher of such offer.

Author's Representations, Warranties and Indemnities

+Wherever in this paragraph 2 reference is made to attorneys' fees, it shall mean reasonable attorneys' fees.

2. + The Author hereby represents and warrants to the Publisher, any seller or distributor of the Work, and to the Publisher's successors, licensees and assigns, and any officers, agents and employees of the foregoing: that he is the sole Author of the Work (*SEE PARAGRAPH 3B*); that the Work is or will be the Author's next book-length work written under his name or a pseudonym or in collaboration with any other person; that he is the sole and exclusive owner of all rights granted to the Publisher in this Agreement and has not assigned, pledged or otherwise encumbered the same; that the Work is original, has not been published in book form, and is not in the public domain; that he has full power to enter into this Agreement and to make the grants herein contained; that the Work does not, in whole or in part, infringe any copyright or violate any right of privacy or other personal or property right whatsoever, or contain any libelous matter or matter otherwise contrary to law; that no recipe, formula or instruction contained in the Work is injurious to the user; and that all statements asserted as facts are based on the Author's careful investigation and research for accuracy.

In the event of the assertion of any claim, action or proceeding inconsistent with any of the foregoing representations and warranties, (a) the Publisher shall have the right to defend the same through counsel of its own choosing, and (b) the Author shall fully cooperate in the Publisher's defense and shall indemnify and hold harmless the Publisher, any seller or distributor of the Work, and the Publisher's successors, licensees and assigns, and any officers, agents and employees of the foregoing, from and against any and all liability, damage, loss, expense (including attorneys' fees to the extent provided below) and settlement costs, resulting from any such claim, action or proceeding, provided that no settlement covered by this indemnity shall be effected by the Publisher without the prior written consent of the Author, which consent shall not be unreasonably withheld.

Except where the claim, action or proceeding results from the Author's willful breach of any of his foregoing warranties or representations, the Publisher and the Author will share equally the Publisher's attorneys' fees and legal expenses and any settlement made by or final judgment or decree rendered against the Publisher (such fees, expenses, settlement and/or judgment or decree being, collectively, "Legal Costs"), provided that in no event shall the Author be required to contribute to Legal Costs more than either the total advance against royalties paid or payable to the *Writer on behalf of the Author* under paragraph 5 of this Agreement, or the Author's share of the deductible under the Publisher's current media insurance policy (if applicable), whichever is less. Where, however, the claim, action or proceeding results from the Author's willful breach of any of his foregoing warranties or representations, the Author will be responsible for the entire amount of such Legal Costs. If at any time the Author desires to settle such claim, action or proceeding, but the Publisher desires to continue the defense thereof, the Author's liability under the foregoing indemnity shall be limited to the bona fide settlement amount accepted by the claimant (evidenced in writing) in respect to such claim, action or proceeding plus one-half (1/2) of the Publisher's attorneys' fees and legal expenses up to the time that the claimant and the Author agreed upon the amount.

Any payments withheld will be released if the claimant has not instituted a formal legal action within one year after first presenting his/her claim.

If any such claim, action or proceeding is threatened or instituted, the Publisher shall promptly notify the Author and, in the Publisher's sole discretion, may withhold payments due the Author *and/or the Writer* under this or any other previously executed agreement between the Publisher and the Author, subject to the Author's right to draw on such sums to defray expenses of the Publisher in defending such claim, action or proceeding (to the extent covered by this indemnity) and to satisfy and discharge any judgment or decree rendered. In the event that a judgment or decree shall be entered in any court based upon any such claim, action or proceeding and the Author shall desire to appeal, the Author shall indemnify and hold harmless the Publisher, any seller or distributor of the Work, and the Publisher's successors, licensees and assigns, and any officers, agents and employees of the foregoing, from and against any and all liability, damage, loss, and expense (including all attorneys' fees) of such appeal and shall furnish and file all bonds necessary to perfect said appeal and to stay execution of any such judgment or decree. If a final adverse judgment or decree is rendered in such action or proceeding and is not promptly paid, bonded, or stayed by the Author, or if costs and expenses (including attorneys' fees) covered by the foregoing indemnity are not promptly paid by the Author, the Publisher may apply the payments so withheld to the satisfaction and discharge of such judgment or decree and to the payment of such costs and expenses.

Irrespective of the foregoing, the Publisher shall have the right at any time on its own behalf and expense to settle any such claim, action or proceeding without the Author's consent, provided, however, that no such settlement shall contain an admission of copyright infringement or plagiarism by the Author without the Author's prior written consent. Publisher will not enter into a settlement of any claim or proceeding that will have a material effect on the Author's reputation without her prior consent.

The representations, warranties and indemnities contained herein are continuing representations, warranties and indemnities and shall survive the termination of this Agreement.

Delivery of Manuscript and Corrections

#(d): (If the Publisher does not notify the Author within such forty-five (45) day period, then upon the Author's written notice to the Publisher [with a copy to the Publisher's Corporate Counsel or General Counsel] or the Publisher's failure to so advise the Author, the Publisher shall have another fifteen (15) days to notify the Author or the manuscript shall be deemed to be accepted.)

* (e): provided that before the Publisher undertakes such work, the Author has approved (i) the changes to be made to the Work, and (ii) the cost (if any) thereof to be charged to the Author

+ (g): If an index is included in the Work, the Publisher shall provide and charge the cost thereof against the Author's royalty account.

Publication

@Publisher will make good faith efforts to publish the Work before November 24, 2011, provided that Author has timely delivered an acceptable manuscript to Publisher pursuant to the provisions of Paragraph 3 (a).

3. (a) The Author shall deliver to the Publisher on or before August 15, 2011 one (1) disc and two (2) complete typewritten copies of the manuscript of the Work in its final form, in the English language, consisting of approximately 45,000 words, in style, content, length, and form satisfactory to the Publisher.

(b) If the Author fails to deliver the manuscript by that date, the Publisher shall have the right to terminate this Agreement upon written notice to the Author, in which event the Author shall promptly repay to the Publisher any and all sums paid to the *Writer hereunder*.

(c) If the Publisher should terminate this Agreement pursuant to subparagraph 3(b), the Author shall not publish or permit the publication of the Work or any other work of a substantially similar nature or subject matter by any other publisher without first offering the manuscript for any such Work or work (in the form delivered to such other publisher) to the Publisher upon the terms set forth in this Agreement.

(d) If the manuscript or any portion thereof, when delivered, is not satisfactory to the Publisher in style, content, length, and form, the Publisher, in its sole discretion, shall have the option either to notify the Author in writing within forty-five (45) days # to what extent the manuscript (or relevant portion) is not satisfactory, in which event the Author shall have thirty (30) days following the receipt of such notice to submit a manuscript (or relevant portion) that is satisfactory as provided in subparagraph 3(a) above and as provided by such notice, ~~or to terminate this Agreement upon written notice to the Author.~~

(e) If the Publisher shall exercise the first option in subparagraph 3(d) above, and the Author fails or refuses to comply with the notice, the Publisher, in its sole discretion, shall have the option either to terminate this Agreement upon written notice to the Author, or to have the necessary work done upon the manuscript, if need be employing outside editorial assistance, and to charge the cost thereof to the Author against the Work, *, ~~or past works of the Author.~~

(f) If the Publisher exercises its option to terminate this Agreement as provided in subparagraph 3(d) ~~or 3(e)~~ above, the Author shall use his best efforts to sell the Work or any portion thereof elsewhere and shall repay any and all sums paid to the *Writer him* under this Agreement out of the first and subsequent payments due the *Author and/or the Writer and/or any other party him* when and if another publisher accepts the Work or any portion thereof for publication. (Such payments from another publisher, up to the total amount of any and all sums paid to the *Writer* under this Agreement, being "First Proceeds.") The Author hereby (1) assigns and transfers to the Publisher the Author's right to receive First Proceeds and (2) authorizes and directs any other publisher from whom the Author *and/or the Writer and/or any other party* is entitled to receive First Proceeds to pay such sums directly to the Publisher on Publisher's written demand therefor.

(g) Simultaneously with the delivery of the manuscript as provided in subparagraph 3(a) above, the Author shall deliver to the Publisher, at the Author's sole cost and expense, all mutually agreed upon photographs, drawings, captions, maps, charts, tables, appendices, notes, bibliography, and other matters required by this Agreement, ~~and an index within ten (10) days after the Author's receipt of page proofs.~~ + If the Author fails to do so, the Publisher shall have the option, in its sole discretion, either to terminate this Agreement upon written notice to the Author and to recover any and all sums paid to the *Writer hereunder*, or to supply such materials itself, if necessary employing outside editorial and artistic assistance, and to charge the cost thereof to the Author against the Work. ~~or past works of the Author.~~

(h) If copyrighted material is included in the Work (other than that of which the Author is the lawful proprietor), the Author, at his sole expense, shall secure from the copyright proprietor and deliver to the Publisher written permission, in form satisfactory to the Publisher, to reproduce such materials in the Work and in all editions, adaptations and media and in the territory and during the entire term permitted in this Agreement. Upon the Author's request, the Publisher shall supply the Author with a sample permission form.

(i) The Author shall promptly read, revise, correct and return to the Publisher all proofs of the Work submitted to him by the Publisher. The Author shall pay for all alterations in the proof made at the Author's request (exclusive of the cost of correcting typesetter errors or making Publisher alterations), to the extent that such alterations exceed ten percent (10%) of the cost of composition. The Author shall pay for all alterations (exclusive of the cost of correcting errors of the typesetter making Publisher alterations) that he requests after page proofs have been made or typesetting of the Work has been corrected in conformity with the Author's corrected galley proof. See Rider to subparagraph 3 (i).

4. (a) Except as provided in subparagraphs 4(b) and 4(c) below, the Publisher will, within eighteen (18) months after acceptance of the Work @ as provided in paragraph 5 below, publish or cause publication of the Work in such editions, imprints, style and manner and at such prices as it deems suitable. The Publisher shall be authorized to exercise the usual editorial privileges in the course of preparing the Work for composition and to make the manuscript conform to its standard style of punctuation, spelling, capitalization and usage.

(b) The failure of the Publisher to publish or cause publication of the Work within the time period set forth in subparagraph 4(a) above shall not be deemed to be a violation of this Agreement if such failure to publish is caused by restrictions of governmental agencies, labor disputes, inability to have the book manufactured or to obtain the materials necessary for its manufacture, or by any delay occasioned by the assertion of any claim, action or proceeding covered by any of the representations and warranties contained in paragraph 2, or for any other cause beyond the control of the Publisher. In the event of a delay resulting from any cause referred to in this subparagraph the publication date may, at the Publisher's option, be postponed accordingly, provided, however, that if the delay is occasioned by the assertion of any claim, action or proceeding covered by any of the representations and warranties contained in paragraph 2 hereof and such claim, action or proceeding is not resolved by settlement or final judgment within six (6) months, the Publisher shall have the option to terminate this Agreement and the Author shall thereupon repay any amount paid to the *Writer hereunder*.

(c) In the case of prepublication serialization, initial book publication may be delayed, at the Publisher's option, for a period not to exceed six (6) months after completion of publication of such serialization.

(d) If the Publisher fails to publish the Work within the agreed time period, the Author may, at his option, by written notice to the Publisher, demand that the Publisher publish the Work and in the event the Publisher has not published within six (6) months of such notice, the Author may terminate this Agreement. In such event the only damages recoverable by the Author shall be limited to the entire amount payable to the *Writer under paragraph 5 hereunder* herein, ~~advance paid by the Publisher up to the date of termination.~~ No other damages, actions or proceedings, either legal or equitable, including (but not by way of limitation) specific performance, shall be claimed, instituted or maintained by the Author against the Publisher.

(e) Nothing herein shall require the Publisher to publish or license each and every edition permitted to be published or licensed hereunder. Furthermore, the Publisher shall not be required to continue the publication of the Work if in its opinion it violates the right of privacy or any property or personal right of any person, or contains any libelous or other unlawful matter, or presents a substantial risk of liability or injury to third persons or of governmental action against the Work. If in the good faith opinion of Publisher's legal counsel the Publisher is unable to publish the Work for the reasons set forth in this subparagraph, and the Publisher, in its sole discretion, determines that the manuscript may be revised so as to render it publishable, the Publisher shall notify the Author in writing of its reasons for such opinion and, insofar as possible, the Publisher shall provide guidance as to how such legal problems may be resolved. If the Author then fails to correct the problems in the Work to the Publisher's satisfaction within thirty (30) days following the Author's receipt of such notice, the Publisher shall have the right to terminate this Agreement, and the Author shall thereupon repay any amount paid to the Writer.

(f) Publisher may elect to have the Work reviewed by its counsel prior to publication in which event the Author shall cooperate in the vetting process and shall make such changes in the Work as are requested by Publisher's counsel. Such vetting and changes made as a result of the vetting shall not diminish the Author's representations, warranties and indemnities under paragraph 2 of this Agreement.

Advance

5. The Author hereby directs the Publisher to pay to Jim Pinkerton (the "Writer") a flat fee of One Hundred Twenty Five Thousand Dollars (\$125,000.00), payable \$62,500.00 on signing of this Agreement and \$62,500.00 on delivery and Publisher's acceptance of the complete and finished manuscript of the Work. Before any royalties become payable to the Author, the full \$125,000.00 sum, plus bonus amount(s) payable pursuant to Paragraph 39, if any, must be earned from all sums accruing to the Author's account hereunder, less any outstanding debts and less a reasonable reserve for estimated returns pursuant to Paragraphs 6, 7, 8 and 9 in an amount which Publisher feels appropriate.

SEE PARAGRAPHS 38 AND 39.

Royalties for
Trade
Hardcover
Edition

6. The Publisher shall pay to the Author, or credit to the Author's account, the following royalties on copies sold of any trade hardcover edition of the Work published by the Publisher, less credited returns and less a reasonable reserve for estimated returns:

(a) Except as otherwise provided in this paragraph 6 or subparagraph 11(a) below, the following percentages of the Publisher's suggested retail price as defined in subparagraph 35(a) below ("Suggested Retail Price"), of each copy sold in the United States through normal channels:

Fifteen percent (15%) on all copies of the Work sold.

Copies covered by any other subparagraph of this paragraph 6, other than subparagraphs 6(b) and 6(h), and 6(i), shall not be included in the computation of total copies sold for purposes of this subparagraph 6(a);

(b) Where the discount to jobbers or to wholesale distributors or booksellers (except as provided for in subparagraph 6(d) below) on copies of any edition published by the Publisher is more than fifty percent (50%), the Publisher shall pay to the Author the prevailing royalty rate under subparagraph 6(a) above less one-half (1/2) the difference between a forty-four percent (44%) discount and the discount granted (it being understood that in no event shall the amount paid to the Author be less than one-half (1/2) the prevailing royalty rate under subparagraph 6(a) above), but the regular rate of royalty, regardless of discount, shall be paid on books delivered to booksellers and bookdealers in payment for trade advertising;

(c) A royalty of ten percent (10%) of the amount received as defined in subparagraph 35(b) below ("Amount Received"), by the Publisher on sales of overstock and damaged copies that the Publisher deems expedient to sell at a discount of sixty percent (60%) or more; provided that the royalty shall in no event exceed one half (1/2) of the excess of the Amount Received by the Publisher over the Publisher's manufacturing cost as defined in subparagraph 35(c) below ("Manufacturing Cost"). No sale of overstock shall take place within the first year after publication of the Work in book form, except upon the written consent of the Author or the Author's agent pursuant to paragraph 27 below, which consent shall not be unreasonably withheld;

(d) For sales outside normal wholesale and retail trade channels, a royalty of ten percent (10%) of the Amount Received by the Publisher on sales at a discount between fifty percent (50%) and sixty percent (60%) of the Publisher's Suggested Retail Price and five percent (5%) of the Amount Received on sales at a discount of sixty percent (60%) or more; provided that the royalty shall in no event exceed one-half (1/2) of the excess of the Amount Received by the Publisher over the Publisher's Manufacturing Cost;

(e) A royalty of ten percent (10%) of the Amount Received by the Publisher for copies, bound or in sheets, sold for export (except as provided in subparagraph 6(f) below); provided that the royalty shall in no event exceed one-half (1/2) of the excess of the Amount Received by the Publisher over the Publisher's Manufacturing Cost;

(f) A royalty of fifteen percent (15%) of the Amount Received by the Publisher on all sales in Canada of copies of any edition published by the Publisher;

(g) A royalty of five percent (5%) of the actual selling price on copies sold by the Publisher directly to commercial purchasers as a premium or to the consumer through the medium of mail-order coupon advertising, direct by-mail circularization or solicitation by radio or television;

(h) A royalty of ten percent (10%) of the Publisher's Suggested Retail Price or a royalty equal to the initial royalty rate under subparagraph 6(a) above, whichever is lower, on all copies sold from a reprinting of two thousand five hundred (2,500) copies or less made within the first two years after publication*;

* (h), (i); (only one [1] such reprinting may be made per year at the reduced royalty rate)

(i) A royalty of one-half (½) of the prevailing royalty rate under subparagraph 6(a) above on all copies sold from a reprinting of two thousand five hundred (2,500) copies or less made no earlier than two (2) years after first publication, provided that sales under subparagraphs 6(a) and 6(b) above in the six (6) month period immediately preceding such reprinting do not exceed five hundred (500) copies*;

(j) A royalty of five percent (5%) of the Publisher's Suggested Retail Price of each copy sold within the United States of any hardcover reprint edition issued by the Publisher at a Suggested Retail Price of not more than two-thirds (⅔) of the original Suggested Retail Price; and

(k) A pro-rata share of five percent (5%) of the Publisher's Suggested Retail Price of any omnibus edition in which the Work appears.

**Royalties for
Mass Market
Paperback
Edition**

7. The Publisher shall pay to the Author, or credit to the Author's account, the following royalties on copies sold of any mass market paperback edition of the Work published by the Publisher, less credited returns and less a reasonable reserve for estimated returns:

(a) Except as otherwise provided in this paragraph 7 or subparagraph 11(a) below, the following percentages of the Publisher's Suggested Retail Price of each copy sold in the United States through normal channels:

Ten percent (10%) on all copies of the Work sold. (NOT TO BE DEEMED A PRECEDENT)

Copies covered by any other subparagraph of this paragraph 7 shall not be included in the computation of total copies sold for purposes of this subparagraph 7(a);

(b) A royalty of five percent (5%) of the Publisher's Suggested Retail Price on all copies sold for export, or outside the United States; and

(c) A royalty of five percent (5%) of the Amount Received by the Publisher on sales of overstock and damaged copies, and on all copies sold to a governmental agency, to a book club, through the medium of mail order, to commercial purchasers as a premium, in bulk outside normal (wholesale and retail) channels, and for each copy sold at a discount of more than fifty-five percent (55%) from the Publisher's Suggested Retail Price of the mass market paperback edition of the Work; provided that the royalty shall in no event exceed one-half (½) of the excess of the Amount Received by the Publisher over the Publisher's Manufacturing Cost.

**Royalties for
Trade Paperback
Edition**

8. The Publisher shall pay to the Author, or credit to the Author's account, the following royalties on copies sold of any trade paperback edition of the Work published by the Publisher, less credited returns and less a reasonable reserve for estimated returns:

(a) Except as otherwise provided in this paragraph 8 or subparagraph 11(a) below, the following percentages of the Publisher's Suggested Retail Price of each copy sold in the United States through normal channels:

Seven and one-half percent (7½%) on all copies of the Work sold.

Copies covered by any other subparagraph of this paragraph 8 shall not be included in the computation of total copies sold for purposes of this subparagraph 8(a);

(b) A royalty of two-thirds (⅔) of the prevailing royalty rate under subparagraph 8(a) above, based upon the Amount Received by the Publisher, on all copies sold for export, or outside the United States; and

(c) A royalty of five percent (5%) of the Amount Received by the Publisher on sales of overstock and damaged copies, and on all copies sold to a governmental agency, through the medium of mail order, to commercial purchasers as a premium, in bulk to book clubs and outside normal (wholesale and retail) channels, and for each copy sold at a discount of more than fifty-two percent (52%) from the Publisher's Suggested Retail Price of the trade paperback edition of the Work; provided that the royalty shall in no event exceed one-half (½) of the excess of the Amount Received by the Publisher over the Publisher's Manufacturing Cost.

**Royalties for
Other Editions**

9. (a) The Publisher shall pay to the Author, or credit to the Author's account, the following royalties on copies sold by the Publisher of any audio cassette (or other sound recording) of the Work, less credited returns and less a reasonable reserve for estimated returns, and except as otherwise provided in subparagraph 11(a) below:

(i) a royalty of eight percent (8%) of the Amount Received by the Publisher, except as otherwise provided in subparagraph 9(a)(ii) below; and

(ii) for downloadable audio recordings, the royalty shall be twice the royalty rate listed in subparagraph 9(a)(i) above, based on the Amount Received by the Publisher.

Copies covered by each of the above subparagraphs shall only be included in the computation of total copies sold for purposes of the respective subparagraph.

(b) (i) The Publisher shall pay to the Author or credit to the Author's account, the following royalties on copies sold by the Publisher of any versions of the Work resulting from Publisher's exercise of Display Rights as defined in subparagraph 1(j) above, less any credited returns and a reasonable reserve for estimated returns and except as provided in subparagraph 11(a) below: a royalty of twenty-five percent (25%) of the Amount Received by the Publisher on all copies of the Work sold.

(ii) Notwithstanding anything to the contrary in subparagraph 9(b)(i) above and subparagraph 11(a) below, for digital sales of the Work, in whole or in part, by a third party or other digital access to the Work, in whole or in part, provided by a third party, where the Publisher does not establish a Suggested Retail Price, but instead receives income based on a share of advertising revenue or subscriptions or receives revenue from micro-transactions, the Publisher shall pay to the Author, or credit to the Author's account: a royalty of thirty percent (30%) of the Amount Received by the Publisher with respect to the Work.

Royalties from Licensing 10. (a) The Publisher shall pay to the Author, or credit to the Author's account, the specified percentage of the net proceeds received by the Publisher from the licensing of the following rights:

<i>Right</i>	<i>Percentage to be Paid to Author</i>
Mass Market Paperback	50%
Trade Paperback	50%
Hardcover Reprint	50%
Book Club	50%
Syndication	50%
Second Periodical Rights (after first book publication): serialization, digest, abridgment, condensation, excerpt	50%
Anthology and Other Selection Reprint, in whole or in part: in complete, condensed, adapted or abridged versions	50%
Textbook Edition, Large Type Edition, Picture-Book Edition, Photonevel	50%
Premium, Direct mail, Coupon Advertising	50%
Hardcover Original	50%
Publication in the English language in the Schedule A Countries	80%
Publication in the English language in Canada	50%
Publication in Other Languages	75%
First Periodical Rights (prior to first book publication)	90%
Motion Picture, Television, Radio and Dramatic Rights	50%
Lyric Rights	50%
Commercial Adaptations and Tie-Ins	50%
Audiovisual Rights	50%
Audio Recordings	50%
Display Rights	50%

~~(b) In the event the Author retains Canadian book club rights, the Publisher shall have the nonexclusive right to permit book club editions of the Work licensed by the Publisher to be sold in Canada and the Publisher shall remit to the Author all royalties received on such Canadian sales.~~

No Royalties 11. No royalty, fee or other charge shall be payable to the Author for the following, applicable to all editions of the Work published or caused to be published pursuant to this Agreement:

- (a) Sales made at or below Manufacturing Cost, copies destroyed, copies furnished gratis to the Author, editorial review copies, or copies otherwise used to promote the sale of the Work;
- (b) Licensing publication of the Work without fee, in Braille (or similar tactile symbols), or by audio recordings or visual recordings, solely for the blind and other physically handicapped persons; and
- (c) Publishing or permitting others to publish or broadcast or transmit by radio, television or on-line selections from the Work, for publicity and promotion purposes only, in a manner which in the reasonable opinion of the Publisher would benefit its sale, provided such rights do not conflict with the rights acquired by the purchaser (if any) of the motion picture rights.

Statements and Payments	<p>12. The Publisher shall render semiannual statements of account in accordance with its regular accounting practices, except that the first statement shall not be rendered until at least six (6) months after publication date. Such statements shall be submitted to the Author, together with payment for all amounts due for each period, during the fourth month following the close of each period, so long as any payments are due. All payments made by the Publisher to or for the account of the Author pursuant to this agreement shall be chargeable against and recoverable by the Publisher from any and all moneys accruing to the Author under this or any other previous agreement with the Publisher, and all sums owing by the Author to the Publisher under this or any other agreement may be deducted from payments accruing to the Author under this or any other previous agreement with the Publisher. State, federal, and foreign taxes on the Author's earnings, when required by law to be withheld and paid by the Publisher, shall be proper charges against the Author's earnings hereunder. When the balance to the credit of the Author at the end of any statement period shall be less than twenty-five dollars (\$25.00), a no statement shall be rendered regardless of the amount due, and the amount due shall be carried forward. The Author or his duly authorized representatives shall have the right upon written request to examine the Publisher's records that relate to the Work; such examination shall be at the cost of the Author unless errors of accounting amounting to five percent (5%) or more of the total sum paid to the Author during the period covered by such request shall be found to his disadvantage, in which case the cost shall be borne by the Publisher.</p>
Copyright	<p>13. (a) The Publisher shall print in each edition of the Work published by it a proper United States copyright notice in the name of the Author, sufficient to secure United States copyright and Universal Copyright Convention protection in the Work to such person. The Author hereby appoints the Publisher as his attorney-in-fact, and in such capacity the Publisher shall duly register a claim for United States copyright in the Work in such person's name, and for any renewals, extensions or continuations thereof if necessary, and shall deposit the required number of copies of the Work with the Library of Congress. The Publisher shall use its best efforts to see that every license granted by it to publish, reproduce or otherwise use the Work, in whole or in part, shall contain a specific requirement that the licensee will print a proper copyright notice in each edition of the Work published by such licensee. The Publisher's failure to carry out the obligations in this subparagraph shall not be deemed to be a breach of this Agreement unless the Publisher shall not use its best efforts to cure such failure after notice from the Author.</p> <p>(b) The Author, his heirs, executors, administrators, successors and assigns shall render such cooperation and assistance as the Publisher may reasonably request to protect the rights granted hereunder, including (but not by way of limitation) delivering to the Publisher appropriate transfers of copyright and other documents, in legally recordable form, in respect to all or any portion of the Work or any edition thereof. In addition, the Author shall promptly notify the Publisher of any arrangement he makes for the publication of the Work, in whole or in part, by any person other than the Publisher, as to any rights reserved to the Author hereunder.</p> <p>(c) If the Work contains a substantial portion of material taken from documents prepared and published by the United States Government and therefore not subject to copyright, the Author shall notify the Publisher in writing of the existence and location of all such material in the Work.</p>
Copyright Infringement	<p>14. In the event that the copyright of the Work shall be infringed, and if no mutually satisfactory arrangement shall be arrived at for joint action in regard thereto, either the Author or the Publisher, jointly or separately, shall have the right to bring an action to enjoin such infringement and to recover damages. If they shall proceed jointly, the expenses and recoveries, if any, shall be shared equally; if they cannot agree to proceed jointly, any party going forward with such action shall bear his or its own expenses, and any recoveries had therein shall belong to such party. If the party bringing action does not hold the record title of the copyright, the other party will transfer and permit the recordation of such copyright ownership as will permit the former to bring the action in his or its own name.</p>
Author's Property	<p>15. The Publisher shall not be responsible for loss or damage to any property of the Author. In the absence of a written request from the Author made prior to publication, the Publisher, after publication of the Work, may dispose of the original manuscript and proofs.</p>
Author's Copies	<p>16. The Author shall be entitled to receive on publication one hundred (100) free copies, and the Author's agent shall be entitled to receive five (5) free copies, of each physical edition of the Work published by the Publisher, and the Author shall have the right to purchase further copies for personal use and not for re-sale at a discount of forty percent (40%) from the Publisher's Suggested Retail Price.</p>
Contracts With Others	<p>17. The Publisher shall notify the Author of the terms of any contracts or agreements entered into by the Publisher for any grant or license permitted under this Agreement where the Author's share of the proceeds or royalty is or is likely to amount to five hundred dollars (\$500.00) or more and, upon the Author's request, shall furnish the Author with a copy of each such contract or agreement.</p>
Use of Au- thor's Name and Likeness	<p>18. The Publisher, in its sole discretion, may use and authorize the use of the Author's name, pre-approved likeness, pre-approved photograph and pre-approved biographical data in connection with advertising, publicizing, licensing and promoting the Work, and any commercial adaptation thereof. The Author shall have approval over any Author photograph or likeness of her image which appears as part of the jacket/cover of the Work.</p>
Motion Picture and Television Tie-Ins	<p>19. In the event that motion picture or telecast rights in the Work are reserved to the Author and the Author is successful in selling or licensing such rights to a third party, the Author hereby consents and agrees that any such sale or license shall contain a provision in favor of the Publisher, its licensees, successors and assigns, at no additional cost, permitting use of the title used in or suggested by the motion picture or telecast together with or as an alternative to the original title of the Work.</p>

No Competing Work	20. The Author agrees that during the term of this Agreement he will not, without the written permission of the Publisher, publish or authorize to be published any work substantially similar to the Work or which would is reasonably likely to injure its sale or the merchandising of the other rights granted herein. It is understood and agreed that the Author may write articles, op-eds and similar non-commercial opinion pieces and may make incidental use of material from the Work in such writings without violating the provisions of this paragraph 20.
Out of Print Provisions	21. If the Work shall be out of print and if, after written notification from the Author to this effect, the Publisher shall fail to place the Work in print, or license publication of a reprint edition by another publisher as permitted herein, within a period of six (6) months after the date of such notice (subject, however, to the provisions of subparagraph 4(b) hereof in respect to delay from causes beyond the control of the Publisher), this Agreement shall thereupon terminate with such effect as provided in paragraph 24 below. The Work shall not be deemed to be out of print so long as it is under option or contract for publication or on sale in a full-length any edition in the United States, whether under the imprint of the Publisher or a licensee. The existence of an individual print on demand edition or an electronic edition shall not constitute the Work being in print unless there are total sales of five hundred (500) three hundred (300) copies per year.
Termination by Publisher	22. If the Publisher shall determine one (1) year after publication that there is not sufficient sale of the Work to enable the Publisher to continue the Work's publication and sale, the Publisher may give written notice of the termination of this Agreement to the Author, with such effect as provided in paragraph 24 below.
Bankruptcy and Liquidation	23. If the Publisher is adjudicated a bankrupt or makes a general assignment for the benefit of creditors or liquidates its business, this Agreement, to the extent permitted by law, shall terminate upon notice from the Author to the Publisher, with such effect as provided in paragraph 24 below.
Rights on Termination	24. (a) Upon the termination of this Agreement for any cause, all rights (except as provided in subparagraph 24(b) below) granted to the Publisher shall revert to the Author, subject to the Publisher's continued participation, to the extent provided, in any licenses granted by the Publisher. The Publisher may dispose of any or all of the copies of the Work remaining on hand as it deems best, subject to the payment of royalties as provided. However, for a period of thirty (30) days after termination the Author shall have the right to purchase remaining stock at the estimated remainder price plus freight. (b) If, pursuant to the United States Copyright Act, Author (or, if deceased, the successors of Author) has the right to terminate the rights granted hereunder, and elects to exercise such rights as provided pursuant to such Act, after such termination, Author shall not exercise or dispose of such rights except in accordance with the following procedure; commencing with the date of such termination, Author and Publisher shall negotiate in good faith for a period of not less than sixty (60) days with respect to mutually agreeable terms and conditions. If the parties are unable in good faith to arrive at a mutually satisfactory agreement, Author shall be free to offer the terminated rights elsewhere, provided, however, that prior to entering into any agreement with any such third party, Author shall first give Publisher the opportunity to agree, within ten (10) business days, to match the terms offered by such third party which Author is willing to accept.
Revision	25. If the Publisher, in its sole discretion, determines that a revision of the published Work is desirable, the Author and the Publisher agree to negotiate for mutually agreeable terms. shall have the thirty (30) days after receipt of a request from the Publisher to notify the Publisher that he will make the revision himself within one (1) year. If the Author fails to deliver such notice, or having delivered such notice he shall fail to deliver a revision satisfactory to the Publisher in style, content, length, and form within that period, the Publisher shall have the right, at its option, to make the revision, charging any outside editorial fee or other fee or royalty to the Author against the Work or past works of the Author. It is further agreed that for the purposes of royalty computation, the revised edition shall be considered a new work, and the same scale of royalties shall apply to it as applied to the original edition hereunder.
Option on Next Work	26. The Author hereby grants to the Publisher the exclusive right and option to publish his next book-length work of non-fiction, subject to the terms and conditions hereinafter set forth. The Author shall submit a detailed proposal the completed manuscript of such work to the Publisher before offering or submitting same to any other party. The Publisher shall have a period of sixty (60) thirty (30) days after submission of such work or ninety (90) days after the Publisher's first publication of the Work hereunder, whichever is later, within which to notify the Author whether it desires to publish such work. If within such period the Publisher notifies the Author of its desire to publish such work, the parties shall negotiate in good faith with respect to the terms of an agreement to publish such work. During this entire period the Author shall not submit or offer such work to any other party or negotiate with any other party with respect to such work. If the Author and Publisher are unable to reach an agreement, the Author may offer such work to other parties, provided, however, that he shall not enter into an agreement for the publication of such work with any other publisher upon terms equal to or less favorable than those offered by the Publisher. In the event that the Author is unable to reach an agreement with either the Publisher or any other party for the publication of such work, this option will continue to apply with the same force and effect to the succeeding book-length created by the Author, until such an agreement is reached with either the Publisher or any other party.
Agency Clause	27. See Rider to Paragraph 27.

Notices	28. Any notices required or permitted to be given shall be in writing and shall be delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, to the Publisher or the Author (or his agent) at the respective addresses given above, or at such other addresses as the parties may from time to time designate by written notice given in the manner provided herein.
Reservation of Rights to Author	29. (a) All rights in the Work not expressly granted to the Publisher are reserved to the Author and may be exercised or disposed of by him at any time during the term of this Agreement, subject to the provisions of paragraph 20 hereof. (b) In the event the Author retains such rights, he agrees not to license or otherwise permit the publication of any other English language hardcover or paperback edition of the Work in the Nonexclusive Territory earlier than the respective dates of the Publisher's publication of its hardcover and paperback editions (either the Publisher's own or sublicense editions) in the Nonexclusive Territory, except that if no United States paperback edition is published within eighteen (18) months from the date of first hardcover publication the Author may permit release of an English language paperback edition in the Nonexclusive Territory.
Assignment of Publication Under Affiliated Imprint	30. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. Notwithstanding anything to the contrary contained in this Agreement, the Publisher may assign this Agreement, in whole or in part, to any parent, subsidiary or affiliated company, or to an assignee expressly assuming all of the obligations of the Publisher who or which acquires all or a substantial portion of the business of the Publisher. Any other assignment, whether voluntary or by operation of law, shall be null and void unless the assigning party has obtained the prior written approval of the other party. The Author may assign the Author's proceeds from the Work subject to the provisions of paragraph 27.
Entire Agreement; Waiver or Modification	31. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and proposals (whether written or oral) in respect to the matters specified. No waiver or modification of any of these provisions shall be valid unless in writing and signed by or on behalf of the party granting such waiver or modification. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any repetition of such breach or default or in any way affect any of the other terms or conditions hereof.
Severability	32. If any provision of this Agreement is judicially declared to be invalid, unenforceable or void by a court of competent jurisdiction, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement, and the part or parts of this Agreement so held to be invalid, unenforceable or void shall be deemed to have been deleted from this Agreement, and the remainder of this Agreement shall have the same force and effect as if such part or parts had never been included.
Interpretation, Venue and Service of Process	33. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York, applicable to contracts made and to be entirely performed therein. The state courts of the State of New York in and for New York County and, if the jurisdictional prerequisites exist, the United States District Court for the Southern District of New York, and no other court or tribunal, shall have sole and exclusive jurisdiction to hear and determine any suit, action, proceeding, claim, controversy or dispute arising under or concerning this Agreement. The parties hereby consent to the jurisdiction of the said courts and to service of process upon them either personally or by certified or registered mail, postage prepaid, return receipt requested. Service of process made by certified or registered mail as herein provided shall be deemed complete three (3) days after the mailing thereof.
Definition of "Author"; Joint Authors	34. The word "Author" shall include male, female, or a firm or corporation, and the plural. In the case of more than one author their rights and duties shall be joint and several, and each author is hereby designated as agent for the other for purposes of service of process in any action or proceeding brought by the Publisher against either or both authors arising out of or in any way relating to this Agreement or its breach. In the event this Agreement is with more than one author and a dispute arises between the authors that threatens to involve the Publisher in litigation, the Publisher shall have the right to cancel this Agreement if such dispute is not settled or finally determined by court order within ninety (90) days, and, in that event, any advances paid to or for the account of the authors shall be repaid to the Publisher.
Definition of Terms	35. As used in this Agreement: (a) "Suggested Retail Price" will mean the price on the jacket or cover of the applicable edition of the Work or, in the absence of a cover price, the retail list price for the edition suggested by the Publisher in its catalogs, order forms, or promotional material; (b) "Amount Received" will mean amounts actually received by the Publisher, after allowances and return credits, and excluding postage and shipping costs or other similar charges, and sales, excise, or similar taxes, if any; and (c) "Manufacturing Cost" will mean the per-unit cost of plant, paper, printing and binding of the applicable edition, but any copy sold at a discount of eighty-five percent (85%) or more from the Suggested Retail Price shall be deemed sold below Manufacturing Cost.
Effect of Headings	36. Descriptive words and statements used in the margins of this Agreement to summarize the contents of the paragraphs hereof are not to be deemed a part of this Agreement or an interpretation or representation as to the contents of such paragraphs.

Additional Provisions

37. The Publisher will consult with the Author concerning the jacket/cover design and jacket/cover copy of the Publisher's edition(s) of the Work. However, it is understood that this is the right of consultation, not approval, and in the event of a dispute, the Publisher shall prevail.

The Publisher shall provide all proposed paid advertising to Author at least five (5) business days in advance to permit the Author to review and approve such advertising for compliance with the Federal Election Campaign Act and Federal Election Commission regulations, provided, however, that Author's failure to respond within such five (5) day period shall be deemed approval.

38. The Author agrees that he will have a valid and subsisting agreement with the Jim Pinkerton (the "Writer") to assist him in preparation of the Work, satisfactory to the Publisher, and the Author represents and warrants that the terms and conditions of his agreement with the Writer shall be consistent with this Agreement, that the Publisher shall have no responsibility whatsoever to the Writer, *except as set forth in Paragraph 5 with respect to payments made to Writer*, and that, at the request of the Publisher, the Author shall supply the Publisher with a copy of his agreement with the Writer. The Author's agreement with the Writer shall provide for the Writer's work to be a valid work-for-hire and contain a valid transfer of copyright to the Work, including any extensions or renewals thereof. If, in Publisher's opinion, it is legally required to disclose that the Author is not the sole author of the Work, the Publisher shall have the right to use Writer's name or a pseudonym for the Writer on the cover of the Work and in advertising and promotion of the Work, in all editions and territories permitted under this Agreement. The Author agrees to indemnify and hold the Publisher harmless from and against any claim inconsistent with the warranties and representations in this paragraph.

39. The Publisher shall pay to the Author the following amount(s). Before any royalties become payable to the Author, the full \$125,000.00 sum payable to Jim Pinkerton pursuant to Paragraph 5, plus bonus amount(s) payable pursuant to this paragraph 39, if any, must be earned from all sums accruing to the Author's account hereunder, less any outstanding debits and less a reasonable reserve for estimated returns pursuant to Paragraphs 6, 7, 8 and 9 in an amount which Publisher feels appropriate.

A. (i) In the event the Publisher's initial hardcover edition of the Work appears on *The New York Times* Hardcover Printed Bestseller list, the Publisher agrees to pay the Author, upon the Author's written notification, the following bonus payment(s):

Ten Thousand Dollars (\$10,000.00) for the first appearance in any position on the printed list;
Five Thousand Dollars (\$5,000.00) for each subsequent appearance in any position on the printed list;
a one time additional payment of Twenty Five Thousand Dollars (\$25,000.00) for the first appearance in position #1 on the printed list.

(ii) For any week the Work appears on *The New York Times* e-book bestseller list, but not on *The New York Times* Hardcover Printed Bestseller list, Publisher agrees to pay Author, upon Author's written notification, a bonus equal to half the hardcover bonus stated in subparagraph A (i) above for each such appearance. If the Work appears on both the hardcover printed list and the e-book list, only the hardcover bonus payment(s) will be due and no payments will be made for the e-book list.

Anything to the contrary herein notwithstanding, the maximum amount payable under this paragraph 39 A (i) and (ii) shall not exceed a total of One Hundred Thousand Dollars (\$100,000.00).

B. In the event the Publisher's initial hardcover edition of the Work appears on *The Wall Street Journal* Hardcover Non-fiction Bestseller list, the Publisher agrees to pay Author, upon Author's written notification, the following bonus payment(s):

Ten Thousand Dollars (\$10,000.00) for the first appearance in any position on the printed list;
Five Thousand Dollars (\$5,000.00) for each subsequent appearance in any position on the printed list; and
a one time additional payment of Twenty Five Thousand Dollars (\$25,000.00) for the first appearance in position #1 on the printed list;

Anything to the contrary herein notwithstanding, the maximum amount payable under this paragraph 39 B shall not exceed a total of One Hundred Thousand Dollars (\$100,000.00).

C. A one time bonus payment of Fifty Thousand Dollars (\$50,000.00) if BookScan reports 100,000 net hardcover copies of the Work sold and an additional Fifty Thousand Dollars (\$50,000.00) if BookScan reports 200,000 net hardcover copies of the Work sold.

D. In the event that the \$125,000.00 payable to the Writer pursuant to paragraph 5 hereunder, plus additional amount(s) in subparagraphs 39 (A) through (C) above, if any, earn out from all sums accruing to the Author hereunder, less any outstanding debits and less returns and a reasonable reserve for estimated returns pursuant to Paragraphs 6, 7, 8, and/or 9 in an amount which the Publisher feels is appropriate, as of the date of Publisher's initial paperback publication of the Work or as of one (1) year after Publisher's initial hardcover publication of the Work, whichever is earlier, the Publisher shall pay to the Author a one-time additional sum of One Hundred Thousand Dollars (\$100,000.00), payable upon the Author's request and the Publisher's verification of such earnout.

Anything to the contrary in this paragraph 39 notwithstanding, the total maximum amount payable to the Author pursuant to this paragraph 39 (A) through (C) will not exceed Four Hundred Thousand Dollars (\$400,000.00).

40. Any publicity and promotional events requiring the Author's participation will be coordinated with Author's schedule. Efforts will be made to maximize Author's ability to participate remotely in such events. Publisher shall consult with Author before August 30, 2011 on a marketing plan for the Work. Publisher shall send Author a copy of all such communications with Agent.

41. Publisher agrees to maintain the confidentiality of all communications with the Author and her agent regarding the terms of this Agreement and of all materials and data provided by the Author but not included in the Work unless such material and data have been previously made public with the authorization of the Author or Author has given her written consent to their release.

RIDER TO SUBPARAGRAPH 3 (D):

Provided the Publisher receives the manuscript, captions, and photographs (including all permission clearances necessary for publication in the territories and formats permitted herein) in electronic format on or before August 15, 2011, Publisher will receive a copyedited manuscript and the designed photo insert from production on August 24, 2011 and Publisher has one day to respond to copy editing queries. The corrected manuscript must be delivered on August 25, 2011. This means that the Author will have until the August 24, 2011 to add revisions, and the co writer will have one day to respond to queries and insert the revisions. Publisher will get first pass pages from the compositor on September 6, 2011 and the Author will have until the September 12, 2011 to respond to pages and make factual corrections to the pages. The factual corrections must be formatted so that no reflow of the original pagination will be necessary; Publisher is compiling the index based on the first pass proofs.

RIDER TO PARAGRAPH 27:

The Author hereby authorizes and appoints Alexander Hoyt Associates, 314 West 100th Street, Suite 81, NY, NY 10025 to act as her Agent for purposes of the Work only, under the terms of this Agreement. Such person is empowered to act on behalf of Author only as specifically authorized by Author. Publisher shall directly send to Author and to Writer, as the case may be, all amounts and moneys due either of them, less any commission due to Agent. The Author may not alter or terminate the Agent's right to receive its commission due hereunder without Agent's prior written consent.

Any amounts due to Author shall be paid directly to Author at the following address, less 15% of such amounts, which shall be paid to Author's Agent Alexander Hoyt Associates at the following address. Amounts due to the Writer shall be sent to Mr. Pinkerton at the following address, less 15% of such amounts, which shall be paid to the Agent Alexander Hoyt Associates. Publisher shall send all statements to both Author and Author's Agent.

The addresses are as follows:

For Author:
Mrs. Michele Bachmann
c/o

With a copy to [Mrs. Bachman's accountant and/or Bill McGinley] at:

For Author's Agent
Alexander Hoyt Associates
314 West 100th Street, Suite 81
NY, NY 10025

For James Pinkerton:

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

Sentinel, an imprint of Penguin Group (USA) Inc. .

By _____
Adrian Zaackhelm
President, Sentinel

By _____
John Schline
Senior Vice President, Corporate Director of Business Affairs

By _____
Michele Bachmann
Author

USA
Citizenship

SCHEDULE A

Australia

British West Indies

Burma

Egypt

Fiji

Ghana

Iraq

Irish Republic

Jamaica

Jordan

Kenya

Namibia

New Zealand (including Ross)

Nigeria and the Cameroons

Sierra Leone

South African Republic

Trinidad and Tobago

United Kingdom (including Northern Ireland, the Isle of Man and Channel Islands)

Zambia

Zimbabwe

EXHIBIT 42

Jo Bonner, Alabama
Chairman
Linda T. Sánchez, California
Ranking Member

Michael T. McCaul, Texas
K. Michael Conaway, Texas
Charles W. Dent, Pennsylvania
Gregg Harper, Mississippi

John A. Yarmuth, Kentucky
Donna F. Edwards, Maryland
Pedro R. Pierluisi, Puerto Rico
Joe Courtney, Connecticut



ONE HUNDRED TWELFTH CONGRESS

U.S. House of Representatives

COMMITTEE ON ETHICS

August 10, 2011

Daniel A. Schwager
Staff Director and Chief Counsel

Joanne White
Administrative Staff Director

Kelle A. Strickland
Counsel to the Chairman

Daniel J. Taylor
Counsel to the Ranking Member

1015 Longworth House Office Building
Washington, D.C. 20515-6328
Telephone: (202) 225-7103
Facsimile: (202) 225-7392

The Honorable Michele Bachmann
U.S. House of Representatives
103 Cannon House Office Building
Washington, DC 20515

Dear Colleague:

This responds to your counsel's August 2, 2011, letter seeking Committee review and approval of a draft agreement to publish a book (Publishing Contract) authored by you in collaboration with a co-writer. Subject to the guidance below, we approve the proposed Publishing Contract.

FACTUAL BACKGROUND

According to your counsel's letter; the accompanying proposed Publishing Contract, collaboration agreement (Collaboration Agreement), literary agent contract (Agent Contract), and other supporting materials; information available on public Web sites; and additional information provided by your counsel, the background on this matter is as follows. You are writing a non-fiction book in collaboration with Mr. James Pinkerton. You enclosed a letter from Mr. Pinkerton certifying that neither he "nor any member of [his] family are employed by the United States House of Representatives." You have also engaged Mr. Alexander Hoyt as a literary agent in this matter. You enclosed a letter from Mr. Hoyt certifying that neither Mr. Hoyt, "nor any of [his] family are employed by the United States House of Representatives."

The proposed Publishing Contract concerns the publication of your book by the publisher Sentinel. According to information on its Web site, Sentinel was established in 2003 as a dedicated conservative imprint within Penguin Group (USA), Inc. Sentinel publishes numerous titles per year, and has had several bestsellers. The Publishing Contract calls for semiannual royalty payments on all copies of the book sold. The Publishing Contract further calls for bonuses payable on certain book sales milestones, such as appearances on *The New York Times* Hardcover Printed Bestseller list. The Publishing Contract does not entitle you to any advance on those royalties or bonuses, but the Publishing Contract does call for an advance on the royalty payments to be paid directly to your co-writer, Mr. Pinkerton. You also enclosed a letter from Mr. Adrian Zackheim, the President and Publisher of Sentinel, confirming that the Publishing Contract's terms regarding royalty rates, bonus payments, and advance payments to a co-writer "are reasonable and customary in the industry."

THMB_000073

13-1274_0251

LEGAL BACKGROUND

House Members¹ may receive copyright royalties, subject to certain restrictions contained in the House rules for sales of a book they authored.² Specifically, House Members may receive copyright royalties only pursuant to a publishing contract that has been approved in advance by the Committee.³ The contract must be with an “established publisher” and must contain “usual and customary contractual terms.”⁴ Even under an approved publishing contract, a Member may not receive any advance payment on copyright royalties.⁵ A literary agent, researcher, or other individual employed by the Member may receive an advance on copyright royalties directly from the publisher, provided the individual is not a House employee or a relative of any House Member, and the royalties are solely for the benefit of that individual.⁶

Members are limited in the type and amount of income they may earn in employment outside of the House.⁷ However, copyright royalties received under an approved contract are not subject to the annual limitation on Members’ outside earned income.⁸ A Member must disclose royalties that exceed \$200 in any calendar year on Schedule III of the annual financial disclosure statement required of Members by the Ethics in Government Act (EIGA).⁹

One additional consideration applies with regard to writing and publishing a book. Government funds may be used only for the purposes appropriated.¹⁰ Likewise, regulations of the Committee on House Administration further emphasize that official resources are to be used only for official business.¹¹ Pursuant to these provisions, you may not use any House resources – including your official House photo, office supplies or equipment, and staff while on official

¹ The same rules regarding book contracts also apply to “senior employees” of the House. For purposes of this rule, “senior employees” are those House officers and staff whose basic rate of pay is equal to or greater than the senior staff rate (\$119,553.60 for CY 2011) for more than 90 days during 2011. House Rule 25, cl. 4(a)(1).

² House Rule 25, cl. 3.

³ House Rule 25, cl. 3(b).

⁴ *Id.*

⁵ House Rule 25, cl. 3(a).

⁶ *Id.*

⁷ Ethics in Government Act, 5 U.S.C. app. 4 §§ 101 *et seq.* Specifically, a Member may not receive compensation for affiliating with or being employed by a firm, partnership, or other entity that provides professional services involving a fiduciary relationship; permit his or her name to be used by such a firm, partnership, or other entity; receive compensation for practicing a profession that involves a fiduciary relationship; or serve for compensation as an officer or member of the board of an association, corporation, or other entity. *Id.* § 502; House Rule 25, cl. 2. In addition, Members are subject to an annual limitation on the outside earned income they are otherwise permitted to receive (\$26,955 in calendar year 2011). 5 U.S.C. app. 4 § 501(a)(1); House Rule 25, cl. 1(a)(1). These restrictions also apply to senior staff. House Rule 25, cl. 4(a)(1).

⁸ House Rule 25, cl. 4(d)(1)(E).

⁹ See 5 U.S.C. app. 4 § 102(a)(1)(B), (a)(3).

¹⁰ 31 U.S.C. § 1301(a).

¹¹ See generally Comm. on House Admin., *Members’ Congressional Handbook*.

time – in connection with the writing, publication, or sale of your book. Likewise, you should not imply official endorsement of the book by the House.¹²

ANALYSIS

Based on the representations to the Committee made by you, the publisher, and your co-writer, your proposed Publishing Contract appears to be consistent with the provisions summarized above. Specifically, Sentinel appears to be an “established publisher” as the phrase is used in the rule,¹³ and royalties will be paid in accordance with usual and customary contractual terms.¹⁴ Further you will receive no advance on royalties under the Publishing Contract.¹⁵ Accordingly, the Committee approves the proposed Publishing Contract.¹⁶ As discussed above, you may not use any House resources for the preparation, publication, or marketing of your book. Your annual financial disclosure statement required under the EIGA must report on Schedule III any copyright royalties you earn in excess of \$200.¹⁷

LIMITATIONS

The response above constitutes an advisory opinion concerning the application of House Rule 25, clauses 2, 3, and 4, the EIGA, and 31 U.S.C. § 1301. The following limitations apply to this opinion:

- This advisory opinion is issued only to Representative Michele Bachmann, the requestor of this opinion. This advisory opinion cannot be relied upon by any other individual or entity.
- This advisory opinion is limited to the current provisions and interpretation of the House rules and federal statutes specifically noted above. No opinion is expressed or implied herein regarding the application of any other federal, state, or local statute, rule, regulation, ordinance, or other law that may be applicable to the proposed conduct described in this letter, including, without limitation, the Internal Revenue Code and the Federal Election Campaign Act.

¹² See House Rule 23, cls. 3 and 11.

¹³ House Rule 25, cl. 3(b).

¹⁴ *Id.*

¹⁵ House Rule 25, cl. 3(a).

¹⁶ House Rule 25, cl. 3(b).

¹⁷ 5 U.S.C. app. 4 § 102(a)(1)(B), (a)(3).

- This advisory opinion will not bind or obligate any entity other than the Committee on Ethics of the United States House of Representatives.
- This advisory opinion is limited in scope to the specific proposed conduct described in this letter, the specific facts represented to the Committee, and the understanding of those facts to the extent indicated in this letter, and does not apply to any other conduct or facts, including that which appears similar in nature or scope to that described in this letter. Should this letter mis-state any facts in this matter, the opinion and advice may no longer apply and you should inform the Committee as soon as possible to determine if the advice and opinion in this letter applies to the accurate factual basis.

The Committee will take no adverse action against you in regard to any conduct that you undertake, or have undertaken, in good faith reliance upon this advisory opinion, so long as you have presented a complete and accurate statement of all material facts relied upon herein, and the proposed conduct in practice conforms with the information you provided, as addressed in this opinion.

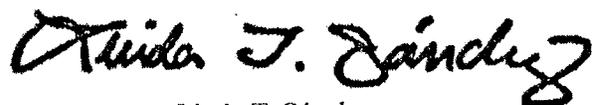
Changes or other developments in the law (including, but not limited to, the Code of Official Conduct, House rules, Committee guidance, advisory opinions, statutes, regulations, or case law) may affect the analysis or conclusions drawn in this advisory opinion. The Committee reserves the right to reconsider the questions and issues raised in this advisory opinion and to rescind, modify, or terminate this opinion if required by the interests of the House. However, the Committee will rescind an advisory opinion only if relevant and material facts were not completely and accurately disclosed to the Committee at the time the opinion was issued. In the event that this advisory opinion is modified or terminated, the Committee will not take any adverse action against you with respect to any action taken in good faith reliance upon this advisory opinion so long as such conduct or such action was promptly discontinued upon notification of the modification or termination of this advisory opinion.

If you have any further questions, please contact the Committee's Office of Advice and Education at extension 5-7103.

Sincerely,



Jo Bonner
Chairman



Linda T. Sanchez
Ranking Member

JB/LTS:tar

THMB_000076

13-1274_0254

EXHIBIT 43

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

OFFICE OF CONGRESSIONAL ETHICS
UNITED STATES HOUSE OF REPRESENTATIVES

MEMORANDUM OF INTERVIEW

IN RE: Director of Publicity
Sentinel Publishing

REVIEW No(s): 13-1274

DATE: April 24, 2013

LOCATION: By telephone

TIME: 3:00 p.m. to 3:45 p.m. (approximate)

PARTICIPANTS: Scott Gast
Omar S. Ashmawy
Steve Ross, counsel to the witness
Tom Moyer, counsel to the witness

SUMMARY: The OCE requested an interview with the witness and he consented to an interview. The witness made the following statements in response to our questioning:

1. The witness was given an 18 U.S.C. § 1001 warning and consented to an interview. The witness signed a written acknowledgement of the warning, which will be placed in the case file in this review.
2. The witness is currently the Publicity Director for the Portfolio, Sentinel and Current imprints of Penguin Publishing. She has held this position for about two and a half years, and was in this position at the time of Rep. Bachmann's book tour in 2011.
3. Prior to her current position, the witness was the Associate Director of Publicity for Portfolio and Sentinel for about two years. Before that, she was a Senior Publicist for Portfolio and Sentinel. She has worked for Penguin for a total of about eleven years.
4. The witness' role with respect to Rep. Bachmann's book tour was to work internally and with Rep. Bachmann's team to market and publicize her book in the best possible way.
5. The witness' efforts to publicize Rep. Bachmann's book began shortly after the book was acquired, after the contract was signed in summer 2011.
6. The witness was not involved in drafting or negotiating the terms of the contract. The witness did not remember if the contract included provisions regarding the payment of book royalties.
7. The witness said that the publisher was responsible for coming up with and implementing the best strategy they could think of to promote Rep. Bachmann's book, using traditional and non-traditional ways to sell as many books as they could.
8. The publisher's promotional efforts included arranging media appearances for Rep. Bachmann; arranging a book tour; using social media, including Twitter, Facebook, and blogs; email "blasts" to potential customers; and working with organizations to get the word out about the book to

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

their members. The witness did not remember if the publisher used paid advertisements to promote Rep. Bachmann's book, because it is typically rare to do so.

9. The witness's team consisted of Associate Publisher and Marketing Director Will Weisser, to whom the witness reported; Jacquelynn Burke, one of the primary publicists and her "second chair"; and Tiffany Liao, the assistant on the book. Adrian Zackheim, the publisher, was "kept in the loop."
10. With respect to the Bachmann organization, the witness worked with Ken Nahigian and a handful of people from his staff, including Tera Dahl, Bill McGinley, and Alice Stewart. A number of other people from Mr. Nahigian's team would "come in and out."
11. The witness said that she received guidance on the House ethics rules regarding the book and book tour in a "generic sense." The witness and her team left it up to the Bachmann staff to advise on what the rules were and how the witness should follow them. The witness did not remember any written materials being provided to her regarding ethics rules.
12. The witness said that she worked with Mr. Nahigian and his team to come up with scheduled stops for the book tour. The witness was shown a September 28, 2011 email from Ms. Liao to the witness and Ms. Burke entitled "Bachmann Planning Call Notes – 9/27." The witness said that she participated on the call that was the subject of the notes.
13. The witness was asked about the reference in the email to "Team MB will do blast to core fans..." The witness said that this referred to an email announcement relating to release of the book jacket to be sent to a Bachmann campaign email list, but she did not know if it actually happened. She noted that things "changed regularly."
14. The witness was asked about the email's reference to Mr. Nahigian "coming back with a plan for low hanging fruit." She said that this was a reference to the customary practice of trying to get a number of book pre-orders on sites like Amazon and Barnes and Noble. In order to do this, authors generally need to reach out to their biggest fans.
15. The witness was asked about the reference to the Bachmann staff not wanting to "work with" Premiere. She explained that Premiere was a company they were considering using to staff the book tour bus and book events. Premiere was not used to staff the book tour bus, but was used to staff some of the book tour events.
16. The witness explained that Mr. Weisser from Penguin staffed Rep. Bachmann's book tour in Minnesota and Iowa. In South Carolina, no one from Penguin or Premiere was on the bus. The witness was not aware whether anyone from Rep. Bachmann's team traveled on the book bus during the book tour.
17. The witness was asked about the email's reference "Keith will provide dream tour for Black Weekend." She explained that it is helpful in a "book tour of this nature" for the author to identify areas where they have the most fans. In this case, Mr. Nahigian gave the publisher a list of cities and suburbs where "they wanted to go to."
18. According to the witness, the email's reference to "Proposed cities from Team MB" was a reference to a list that the Bachmann campaign provided to the publisher of markets that they

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thought would be most successful through which to route the bus tour. Mr. Nahigian and his team provided this list to the witness and her team.

19. The witness was asked about the reference in the email to “win[ning]” Iowa and South Carolina, but she said that she did not remember the specifics of that part of the call. Her vague recollection was that there was some debate about doing a leg of the tour in South Carolina.
20. The witness said that she could not speak to whether Rep. Bachmann and her team were trying to promote Rep. Bachmann’s presidential campaign with the book tour. She said that it was her sense that Rep. Bachmann’s team was trying to make the book tour “a collaborative effort” with the presidential campaign.
21. The witness said that the email’s reference to Team MB wanting to be in “the lead” for Iowa radio and media was a reference to the fact that it was customary for authors to do local (and sometimes national) media to promote a book. This can be helpful in letting local markets know about local signing events. When asked if it was unusual for an author to take “the lead” in arranging these media appearances, the witness said that this is done “different ways.”
22. The witness explained that the reference to “megachurches” referred to the goal of finding people who were pre-disposed to be fans of Rep. Bachmann. The witness explained that the publisher does not always have these lists, and sometimes authors provide them to the publisher.
23. The witness was shown an October 4, 2011 email from Ms. Liao to Ms. McLean and Ms. Burke, copied to Mr. Weisser, entitled “Notes from Keith meeting 10/4/11.” The witness said that a reference to an “E-mail blast” was a reference to an email announcement about the book that was to go to a list Rep. Bachmann and her team provided.
24. The witness did not know which specific email list this referenced. She recalled that the email to be used in the “blast” was provided by the publisher, but that someone on “Team Bachmann” “stylized” the email before it was sent.
25. The witness said that a number of email blasts about the book were sent out – the witness did not know which one this referenced. The witness did not remember how many email blasts were sent, but guessed that it was between two and four.
26. The purpose of the email blasts was to let Rep. Bachmann’s supporters know about the book. The email blasts were sent to lists the campaign provided.
27. The witness believed that Penguin paid for the right to use at least one of the email lists. The witness remembered being billed by a third party who managed the lists, but she did not remember the specifics.
28. The witness was shown an October 20, 2011 email from Ms. Liao to Ms. McLean and Ms. Burke, about a “Bachmann Book PR Call (with Legal),” which references a “Bachmann Fundraising Announcement.” The witness said that this was a reference to a plan on the part of Rep. Bachmann’s campaign to offer certain donors a copy of the book. This was not an email that the publisher would have done, but the witness said that she was aware of it.

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29. The email's reference to a "Sentinel Announcement" was a reference to an email that was sent on behalf of Sentinel. When asked what list was used for this email, the witness said that there had been a number of different lists. She said that the Bachmann campaign provided us with a list and a cost for its use.
30. The witness said that the "Becky" referred to in the email is probably Becky Donatelli. The witness did not remember any discussions about using paid advertisements and/or banner ads. The witness did not remember if they did any paid advertising with this book.
31. The witness said that she did not remember what the "final arrangements" were for the expenses of the book tour because it changed a number of times.
32. The witness recalled that the publisher definitely paid for the bus that was used during Rep. Bachmann's book tour, as well as the wrap on the bus.
33. The witness was shown a November 16, 2011 email from Mr. Weisser to Mr. Nahigian and members of his team, in which the witness was copied, where Mr. Weisser notes that "Sentinel is now spending significantly more on the bus than we originally expected, when the plan was to use the campaign bus," suggesting that the Bachmann campaign therefore "pay travel and hotels for 11/20 through 11/23 and we pay for the Iowa and South Carolina lodging during the booksigning tour, as well as all the bus expenses." The witness was not confident that this reflected the final arrangements with respect to expenses, as things kept changing. She said that the only way to really know is to look at the bills.
34. The witness thought the facilities rented for the book signing stops were rented either by the publisher or by Premiere, who had been hired by the publisher, even though Premiere employees did not end up staffing the book tour bus. The witness said she would have been surprised if the Bachmann campaign paid for them.
35. When asked who paid for the hotel and meal expenses associated with the book tour, the witness said that she did not remember the final arrangements. She said that the division of expenses "changed often." She said that the division may be reflected in documents provided to the OCE.
36. The witness said that Penguin paid for the bus used during the book tour, as well as the wrap for the bus. She said that she did not know who paid for the flights between book tour locations, hotels during the book tour, or meals. The witness suggested referencing the bills for the answer.
37. Asked if she was made aware of campaign activity occurring at book signing events, the witness stated that Mr. Weisser told her that such activity was occurring. She added that she was not sure where a book tour event started and where it ended. She did not know if it started outside the signing event.
38. Mr. Weisser told her that, at the start of the book tour event stops, Rep. Bachmann would say "I'm Michelle Bachmann and I'm running for President."
39. The witness did not know why Mr. Weisser told her about the campaign activity during the book tour. He did not mention to her any concerns he had with the activity.

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40. The witness did not know anything about campaign literature being handed out or campaign volunteers being signed up at book signing events.
41. The witness recalled that it was the plan to intersperse campaign events among book tour stops, but she did not remember the actual execution. She said that the plan was that there would be “down time” in various cities and that the publisher “would not be accountable for” and that Rep. Bachmann could do what she wanted during that time.
42. The witness was sure that there had been conversations about the allocation of expenses between the campaign and the publisher as a result of the campaign events held throughout the book tour, but she did not remember the specifics.
43. The witness said that she “wouldn’t be surprised” if a list of Iowa campaign supporters’ emails was used to promote Iowa book tour events, but she did not recall what list was used.
44. The witness was shown an October 20, 2011 email exchange between the witness and Mr. Nahigian, in which Mr. Nahigian discussed buying copies of Rep. Bachmann’s book for use by the campaign. The witness explained that books bought through the publisher did not count toward best seller status. She noted that the campaign ultimately purchased copies of Rep. Bachmann’s book for use by the campaign through the publisher. She was not aware of any purchases made by the campaign through retail avenues.

This memorandum was prepared on April 30, 2013 after the interview was conducted on April 24, 2013. I certify that this memorandum contains all pertinent matter discussed with the witness on April 24, 2013.

Omar S. Ashmawy
Staff Director and Chief Counsel

EXHIBIT 44

Schedule for Congresswoman Michele Bachmann for President

Friday, November 25th, 2011

6:00 am Hold

7:00 am Congresswoman Michele Bachmann departs Stillwater, MN en route Bloomington, MN

Bus Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Keith Nahigian
Will Weiser

Advance Contact

Craig Handzlik, 301-938-██████

EVENT The Jeff Bolton Morning Show with Guest Host Steve Malzberg LIVE KLIF Radio - Dallas, TX

- 7:33 am – 7:45 am
- Location: Call in: 214-523-██████ Back up: 214-523-██████
- Press: OPEN
- Format:
 - Radio Interview
- Topics:
 - Book Promotion
- Attendees:
 - Congresswoman Michele Bachmann
 - Steve Malzberg

Drive Time: 50 Minutes

7:50 am Congresswoman Michele Bachmann arrives Barnes & Noble, Mall of America
118 E. Broadway
Bloomington, MN 55425
Contact: Mike Sedki
Phone: 952-854-██████

EVENT Barnes and Noble Core of Conviction Book Signing

- 8:00 am – 10:00 am
- Location: Barnes and Noble
- Press: OPEN
- Format:
 - Press Avail
 - Book Signing
- Topics:
 - Book Promotion
- Attendees:

AP_0804

13-1274_0262

- Congresswoman Michele Bachmann

10:00 am Congresswoman Michele Bachmann departs Bloomington, IA en route Mason City, IA

Bus Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Keith Nahigian
Will Weiser

Advance Contact

Craig Handzlik, 301-938-████

Drive Time: 2 Hours 10 Minutes

Drive Time: 10 Minutes

12:10 pm Congresswoman Michele Bachmann arrives Historic Park Inn & Conference Center
15 West State Street
Mason City, IA
Contact: Carl Ware
Phone: 615-473-████

EVENT **Pop Up Store Core of Conviction Book Signing**

- 12:30 pm – 2:30 pm
- Location: Historic Park Inn & Conference Center
- Press: OPEN
- Format:
 - Press Avail
 - Book Signing
- Topics:
 - Book Promotion
- Attendees:
 - Congresswoman Michele Bachmann

2:30 pm Congresswoman Michele Bachmann departs Mason City, IA en route Waterloo, IA

Bus Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Keith Nahigian
Will Weiser

Advance Contact

Craig Handzlik, 301-938-████

Drive Time: 1 Hour 30 Minutes

4:00 pm Congresswoman Michele Bachmann arrives Family Christian Store
2019 Crossroads Blvd
Waterloo, IA 50702
Contact: SM Kevin Briden
Phone: 319.235.████

EVENT Family Christian Store Core of Conviction Book Signing

- 4:00 pm – 6:00 pm
- Location: Family Christian Store
- Press: OPEN
- Format:
 - Press Avail
 - Book Signing
- Topics:
 - Book Promotion
- Attendees:
 - Congresswoman Michele Bachmann

6:00 pm Congresswoman Michele Bachmann departs Waterloo, IA en route Dubuque, IA

Bus Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Keith Nahigian
Will Weiser

Advance Contact

Craig Handzlik, 301-938-██████████

Drive Time: 1 Hour 30 Minutes

8:00 pm Congresswoman Michele Bachmann arrives River Lights Bookstore
1098 Main Street
Dubuque, IA 52001
Contact: Sue Davis
Phone: 563-580-██████████

Cuy Stewart
303-834-██████████

EVENT River Lights Bookstore Core of Conviction Book Signing

- 8:00 pm – 9:30 pm
- Location: River Lights Bookstore
- Press: OPEN
- Format:
 - Press Avail
 - Book Signing
- Topics:
 - Book Promotion
- Attendees:
 - Congresswoman Michele Bachmann

9:30 pm Congresswoman Michele Bachmann departs Dubuque, IA en route Davenport, IA

Bus Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Keith Nahigian
Will Weiser

Fin Mar

Advance Contact

Craig Handzlik, 301-938-████

Drive Time: 1 Hour 15 Minutes

10:45 pm Congresswoman Michele Bachmann arrives Davenport, IA
Radisson Quad City Plaza Hotel
111 East Second St
Davenport, IA 52801

RON: Radisson Quad City Plaza Hotel
111 East Second St
Davenport, IA 52801

Trip Contacts:

Campaign Manager	Keith Nahigian, 703-622-████
Scheduling and Advance	Megan Ferraro, 484-678-████
Advance	Craig Handzlik, 310-938-████
Press Secretary	Alice Stewart, 202-365-████
Personal Aide	Tera Dahl, 651-769-████
Sentinel Publicity Director	Allison McLean, 212-366-████ / 917-406-████ (cell)

Schedule for Congresswoman Michele Bachmann for President

Saturday, November 26th, 2011

AP_0807

13-1274_0265

6:50 am Hold

EVENT TBD Fox and Friends

- 7:50 am
- Location: Radisson Hotel
- Press: OPEN
- Format:
 - Interview
- Topics:
 - Book Promotion
- Attendees:
 - Congresswoman Michele Bachmann

9:00 am Congresswoman Michele Bachmann departs hotel room en route Book Signing

EVENT Pop Up Store Core of Conviction Book Signing

- 9:00 am – 11:00 am
- Location: Radisson Hotel
- Press: OPEN
- Format:
 - Press Avail
 - Book Signing
- Topics:
 - Book Promotion
- Attendees:
 - Congresswoman Michele Bachmann

11:00 am Congresswoman Michele Bachmann departs Davenport, IA en route Cedar Rapids, IA

Bus Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Keith Nahigian
Will Weiser

Advance Contact

Craig Handzlik, 301-938-██████

Drive Time: 1 Hour 30 Minutes

12:30 pm Congresswoman Michele Bachmann arrives Barnes & Noble
Northland Square Mall
333 Collins Road NE
Cedar Rapids, IA 52402
Contact: Amanda Zhorne
Phone: (319) 393-██████

EVENT Barnes & Noble of Conviction Book Signing

- 1:00 pm – 3:00 pm
- Location: Barnes & Noble
- Press: OPEN
- Format:

- Press Avail
- Book Signing
- Topics:
 - Book Promotion
- Attendees:
 - Congresswoman Michele Bachmann

3:00 pm Congresswoman Michele Bachmann departs Cedar Rapids, IA en route Des Moines, IA

Bus Manifest

Congresswoman Michele Bachmann
 Tera Dahl
 Alice Stewart
 Keith Nahigian
 Will Weiser

Advance Contact

Craig Handzlik, 301-938-████

Drive Time: 2 Hour 20 Minutes

5:20 pm Congresswoman Michele Bachmann arrives Family Christian Store
 Village At Jordan Creek
 7105 Mills Civic Pkwy Ste 160
 West Des Moines, IA 50266
 Contact: SM Keith Northcutt
 Phone: 515.287-████

EVENT **Family Christian Store Core of Conviction Book Signing**

- 6:00 pm – 7:30 pm
- Location: Family Christian Store
- Press: OPEN
- Format:
 - Press Avail
 - Book Signing
- Topics:
 - Book Promotion
- Attendees:
 - Congresswoman Michele Bachmann

7:30 pm Congresswoman Michele Bachmann departs West Des Moines, IA en route Sioux City, IA

Bus Manifest

Congresswoman Michele Bachmann
 Tera Dahl
 Alice Stewart
 Keith Nahigian
 Will Weiser

Advance Contact

Craig Handzlik, 301-938-████

Drive Time: 3 Hour 15 Minutes

10:45 pm Congresswoman Michele Bachmann arrives Sioux City, IA
 Hilton Garden Inn Sioux City
 1132 Larson Park Rd
 Sioux City IA 51103

RON: Hilton Garden Inn Sioux City
 1132 Larson Park Rd
 Sioux City IA 51103

Trip Contacts:

Campaign Manager	Keith Nahigian, 703-622-████
Scheduling and Advance	Megan Ferraro, 484-678-████
Advance	Craig Handzlik, 310-938-████
Press Secretary	Alice Stewart, 202-365-████
Personal Aide	Tera Dahl, 651-769-████
Sentinel Publicity Director	Allison McLean, 212-366-████ / 917-406-████ (cell)

Schedule for Congresswoman Michele Bachmann for President

Sunday, November 27th, 2011

AP_0810

13-1274_0268

8:40 am Hold

9:40 am Congresswoman Michele Bachmann departs Hotel en route Cornerstone World Outreach Center

Bus Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Keith Nahigian
Will Weiser

Advance Contact

Craig Handzlik, 301-938-████

Drive Time: 10 Minutes

9:50 am Congresswoman Michele Bachmann arrives Cornerstone World Outreach Center
6000 Gordon Drive
Sioux City, IA 51106-2077

EVENT **Cornerstone World Outreach Center Service**

- 10:00 am – 11:15 am
- Location: Cornerstone World Outreach Center
- Press: TBD
- Format:
 - TBD
- Attendees:
 - Congresswoman Michele Bachmann
 - Pastor Cary Gordon

11:45 am Congresswoman Michele Bachmann departs Cornerstone World Outreach Center en route Barnes & Noble

Bus Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Keith Nahigian
Will Weiser

Advance Contact

Craig Handzlik, 301-938-████

Drive Time: 15 Minutes

12:00 pm Congresswoman Michele Bachmann arrives Barnes & Noble
4400 Sergeant Road
Sioux City, IA 51106
Contact: Elisha Karr
Phone: (712)-276-████

EVENT **Barnes & Noble of Conviction Book Signing**

- 12:00 pm – 2:00 pm

- Location: Barnes & Noble
- Press: OPEN
- Format:
 - Press Avail
 - Book Signing
- Topics:
 - Book Promotion
- Attendees:
 - Congresswoman Michele Bachmann

2:00 pm Congresswoman Michele Bachmann departs Sioux City, IA en route Council Bluffs, IA

Bus Manifest

Congresswoman Michele Bachmann
 Tera Dahl
 Alice Stewart
 Keith Nahigian
 Will Weiser

Advance Contact

Craig Handzlik, 301-938-██████

Drive Time: 2 Hours

4:00 pm Congresswoman Michele Bachmann arrives Council Bluffs

Holiday Inn
 2202 River Road
 Council Bluffs, IA 51501
 Contact: Carl Ware
 Phone: 615-473-██████

EVENT **Pop Up Store Core of Conviction Book Signing**

- 4:00 pm – 6:00 pm
- Location: Holiday Inn
- Press: OPEN
- Format:
 - Press Avail
 - Book Signing
- Topics:
 - Book Promotion
- Attendees:
 - Congresswoman Michele Bachmann

6:00 pm Congresswoman Michele Bachmann departs Council Bluffs, IA en route Omaha, NE

Bus Manifest

Congresswoman Michele Bachmann
 Tera Dahl
 Alice Stewart
 Keith Nahigian
 Will Weiser

Advance Contact

Craig Handzlik, 301-938-██████

Drive Time: 20 Minutes

6:20 pm Congresswoman Michele Bachmann arrives Omaha, NE International Airport

8:15 pm Congresswoman Michele Bachmann departs Omaha, NE en route Denver, CO via Southwest Flight # 646

Confirmation Code: I4NGZF, Congresswoman Michele Bachmann
15BGZS, Tera Dahl

Flight Manifest:

Congresswoman Michele Bachmann
Tera Dahl
Keith Nahigian
Alice Stewart

9:00 pm Congresswoman Michele Bachmann arrives Denver, CO

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Keith Nahigian

Advance Contact

Guy Short, 303-834-████████

Drive Time: 1 Hour 30 Minutes

10:30 pm Congresswoman Michele Bachmann arrives Colorado Springs, CO

RON: Doubletree Colorado Springs
1775 E Cheyenne Mt Blvd
Colorado Springs, CO 80906

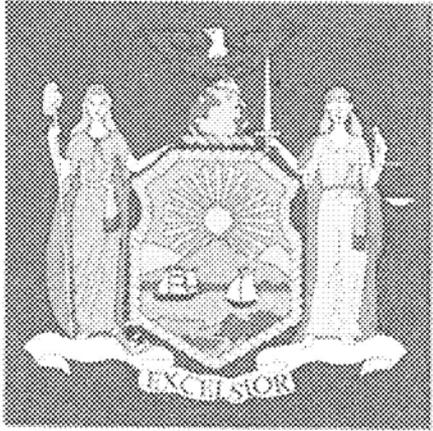
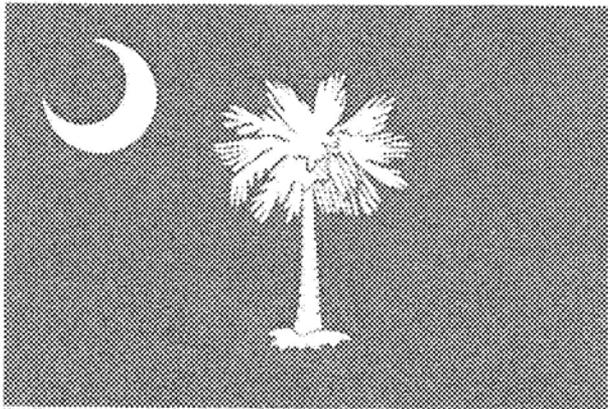
Trip Contacts:

Campaign Manager	Keith Nahigian, 703-622-████████
Scheduling and Advance	Megan Ferraro, 484-678-████████
Advance	Craig Handzlik, 310-938-████████
Press Secretary	Alice Stewart, 202-365-████████
Personal Aide	Tera Dahl, 651-769-████████
Sentinel Publicity Director	Allison McLean, 212-366-████████ / 917-406-████████ (cell)



(2410-643)
GPO-ONE

*Friday, December 2nd 2011 –
Saturday, December 3rd, 2011*



Schedule for Congresswoman Michele Bachmann for President

Friday, December 2nd, 2011

EVENT WLMA Radio & WCRS Radio Voice of the Lakelands and Greenwood LIVE

Radio Interview

- 7:15 am – 7:25 am
- Location: (864) 953-████
- Press: OPEN
- Format:
 - Interview
- Topics:
 - Book
 - Promote Greenville, SC Book Tour Stop
- Attendees:
 - Congresswoman Michele Bachmann
 - Anne Eller
- Staff Contact:
 - Alice Stewart, 202-365-████

EVENT Good Morning Columbia WIS LIVE Radio Interview

- 7:30 am – 7:40 am
- Location: (803) 739-████
- Press: OPEN
- Format:
 - Interview
- Topics:
 - Book
 - Promote Columbia, SC Book Tour Stop
- Attendees:
 - Congresswoman Michele Bachmann
 - Bill and Charlie Benton
- Staff Contact:
 - Alice Stewart, 202-365-████

EVENT HOT Talk Morning Show with Tara & Dave WRNN LIVE Radio Interview

- 7:50 am – 8:00 am
- Location: 843-448-████
- Press: OPEN
- Format:
 - Interview
- Topics:
 - Book
 - Promote Myrtle Beach, SC Book Tour Stop
- Attendees:
 - Congresswoman Michele Bachmann
 - Dave Preist
 - Tara Servatius
- Staff Contact:
 - Alice Stewart, 202-365-████

EVENT Palmetto Mornings WRHI LIVE Radio Interview

- 8:08 am – 8:33 am
- Location: 803-324-██████████
- Press: OPEN
- Format:
 - Interview
- Topics:
 - Book
 - Promote Rock Hill, SC Stop
- Attendees:
 - Congresswoman Michele Bachmann
 - Josh and Sheila
- Staff Contact:
 - Alice Stewart, 202-365-██████████

EVENT **The Martha Zoller Show Gainesville, GA WXKT LIVE National Radio Interview**

- 8:33 am – 8:43 am
- Location: (706) 549-██████████ / 877-333-██████████
- Press: OPEN
- Format:
 - Interview
- Topics:
 - Book
- Attendees:
 - Congresswoman Michele Bachmann
 - Martha Zoller
- Staff Contact:
 - Alice Stewart, 202-365-██████████

EVENT **TBC South Carolina Radio Network Pre-tape Interview**

- 8:45 am – 8:55 am
- Location: 803-790-██████████
- Press: OPEN
- Format:
 - Interview
- Topics:
 - Book
- Attendees:
 - Congresswoman Michele Bachmann
 - Ashley Byrd
- Staff Contact:
 - Alice Stewart, 202-365-██████████

8:45 am Congresswoman Michele Bachmann departs hotel en route Ft. Lauderdale, FL International Airport

9:00 am Congresswoman Michele Bachmann arrives Ft. Lauderdale, FL International Airport

10:00 am Congresswoman Michele Bachmann departs Ft. Lauderdale, FL International Airport en route Charlotte, NC via US Airways Flight #1990

Confirmation Code: E6MBP5, Congresswoman Michele Bachmann
E6M3PL, Tera Dahl

Flight Manifest
Congresswoman Michele Bachmann

Tera Dahl
Alice Stewart

12:01 pm Congresswoman Michele Bachmann arrives in Charlotte, NC

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

Advance Contact

Kirstan Dougher, 704-502-████

Drive Time: 20 Minutes

12:45 pm Congresswoman Michele Bachmann arrives at George & Michelle Doggett's Fundraiser
1240 Princeton Avenue
Charlotte, NC 28209

EVENT: George & Michelle Doggett's Fundraiser

- 12:45 pm – 2:00pm
- Location: The Doggett's Home
- Press: CLOSED
- Attendees:
 - Congresswoman Michele Bachmann

2:00 pm Congresswoman Michele Bachmann departs Charlotte, NC en route to Rock Hill, SC

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

Advance Contact

Kirstan Dougher, 704-502-████

Drive Time: 30 Minutes

EVENT The Bottom Line LA/San Diego KBRT Pre-tape Radio Interview

- 2:00 pm – 2:10 pm
- Location: 714-546-████
- Press: OPEN
- Format:
 - Interview
- Topics:
 - Book
- Attendees:
 - Congresswoman Michele Bachmann
 - Roger Marsh
 - David Householder
- Staff Contact:
 - Alice Stewart, 202-365-████

EVENT The Tom Sullivan Show FOX Pre-tape Radio Interview

- 2:15 pm – 2:30 pm
- Location: 212-301-██████/212-301-██████
- Press: OPEN
- Format:
 - Interview
- Topics:
 - Book
- Attendees:
 - Congresswoman Michele Bachmann
 - Tom Sullivan
- Staff Contact:
 - Alice Stewart, 202-365-██████

2:30 pm Congresswoman Michele Bachmann arrives at Rock Hill, SC
Manchester Village
540 John Ross Parkway
Rock Hill, SC 29730

EVENT: Private Meeting

- 2:40 pm – 3:00 pm
- Location: Books a Million
- Press: CLOSED
- Format: Private Meeting
- Attendees:
 - Congresswoman Michele Bachmann
 - Representative Ralph Norman

EVENT: Store Signing at Books a Million

- 3:00 pm – 4:30 pm
- Location: Books a Million
- Press: OPEN
- Attendees:
 - Congresswoman Michele Bachmann

4:30 pm Congresswoman Michele Bachmann departs Rock Hill, SC en route to Greenville, SC

EVENT US News and World Report Print Interview

- 4:30 pm – 4:40 pm
- Location: 202-955-██████
- Press: OPEN
- Format:
 - Interview
- Topics:
 - For Book Club Column. It's Q&A Style
- Attendees:
 - Congresswoman Michele Bachmann
 - Kira Zalan
- Staff Contact:
 - Alice Stewart, 202-365-██████

Car Manifest

Congresswoman Michele Bachmann

Tera Dahl
Alice Stewart
Brett O'Donnell

Advance Contact
Kirstan Dougher, 704-502-████

Drive Time: 2 Hours

EVENT: Debate Prep

- 4:40 pm -- 5:30 pm
- Location: Campaign Bus
- Press: CLOSED
- Attendees:
 - Congresswoman Michele Bachmann
 - Brett O'Donnell

EVENT The Rita Crosby Show WOR LIVE Radio Interview

- 5:30 pm -- 5:45 pm
- Location: 212-642-████
- Press: OPEN
- Format:
 - Interview
- Topics:
 - Book
- Attendees:
 - Congresswoman Michele Bachmann
 - Rita Crosby
- Staff Contact:
 - Alice Stewart, 202-365-████

5:45 pm HOLD

6:30 pm Congresswoman Michele Bachmann arrives at Greenville, SC
The Shops at Greenridge
1125 Woodruff Road
Greenville, SC 29607

EVENT: Store Signing at Barnes & Nobles

- 6:30 pm -- 8:00 pm
- Location: Barnes & Nobles
- Press: OPEN
- Format:
 - Book Signing
- Attendees:
 - Congresswoman Michele Bachmann

8:00 pm Congresswoman Michele Bachmann departs Greenville, SC en route to Aiken, SC

Car Manifest
Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

Advance Contact

Kirstan Dougher, 704-502-██████

Drive Time: 2 Hours 20 Minutes

10:20 pm

Congresswoman Bachmann arrives Hilton Garden Inn
350 Eastgate Drive
Aiken, SC 29803

Trip Contacts:

Campaign Manager

Keith Nahigian, 703-622-██████

Advance

Kirstan Dougher, 704-502-██████

Scheduling and Advance

Megan Ferraro, 484-678-██████

Press Secretary

Alice Stewart, 202-365-██████

Personal Aide

Tera Dahl, 651-769-██████

Schedule for Congresswoman Michele Bachmann for President

AP_0820

13-1274_0278

Saturday, December 3rd, 2011

7:45 am Hold Time
Tera Dahl

8:45 am Congresswoman Michele Bachmann departs Hotel en route Books a Million

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

Advance Contact

Kirstan Dougher, 704-502- [REDACTED]

Drive Time: 15 Minutes

9:00 am Congresswoman Michele Bachmann arrives Columbia, SC
2441 Whiskey Road
Aiken, SC 29803

EVENT Store Signing at Books a Million

- 9:00 am – 11:00 am
- Location: 2441 Whiskey Road, Aiken, SC 29803
- Press: OPEN
- Format:
 - Book Signing
- Attendees:
 - Congresswoman Michele Bachmann

11:00 am Congresswoman Michele Bachmann departs Aiken, SC en route to Columbia, SC

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

Advance Contact

Kirstan Dougher, 704-502- [REDACTED]

Drive Time: 1 Hour

12:00 pm Congresswoman Michele Bachmann arrives Columbia, SC
350 Harbison Blvd
Columbia, SC 29212

EVENT Store Signing at Sam's Club

- 12:00 pm – 1:30 pm
- Location: 350 Harbison Blvd, Columbia, SC 29212
- Press: OPEN

- Format:
 - Book Signing
- Attendees:
 - Congresswoman Michele Bachmann

1:30 pm Congresswoman Michele Bachmann en route to Columbia, SC airport *Maryland Bob Airport*

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

Advance Contact

Kirstan Dougher, 704-502- [REDACTED]

Drive Time: 20 Minutes

1:50 pm Congresswoman Michele Bachmann arrives at the Columbia, SC airport

2:23 pm Congresswoman Michele Bachmann departs CAE en route to New York LGA, Airport via US Airways Flight #3687 via Charlotte, NC US Airways Flight #1490

Confirmation Code: C703JH, Congresswoman Michele Bachmann
C71RHM, Tera Dahl

Flight Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

6:07 pm Congresswoman Michele Bachmann arrives LGA International Airport New York, NY

6:15 pm Congresswoman Michele Bachmann departs LGA en route Fox News Studios

Car Manifest

Congresswoman Michele Bachmann
Brett O'Donnell
Tera Dahl
Alice Stewart

Advance Contact

Keith Nahigian, 703-622- [REDACTED]

Drive Time: 20 Minutes

6:35 pm Congresswoman Michele Bachmann arrive Fox News Studios
1211 6th Avenue
New York, NY 10036

6:40 pm Hold Time

EVENT Governor Huckabee Forum

- 8:00 pm – 9:30 pm
- Location: Fox News Studios

- Press: OPEN
- Format:
 - Candidate Forum
- Attendees:
 - Congresswoman Michele Bachmann

9:30 pm Congresswoman Michele Bachmann departs Fox News Studios en route Hilton Hotel

Car Manifest

Congresswoman Michele Bachmann
Brett O'Donnell
Tera Dahl
Alice Stewart

Advance Contact

Keith Nahigian, 703-622-████████

Drive Time: 5 Minutes

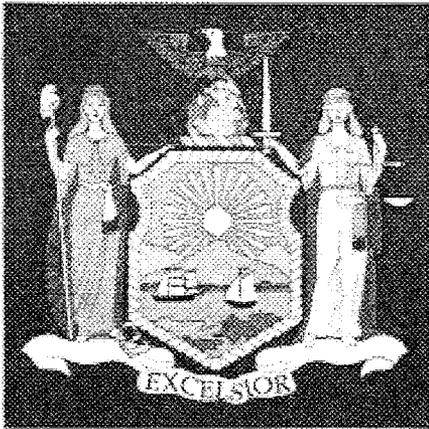
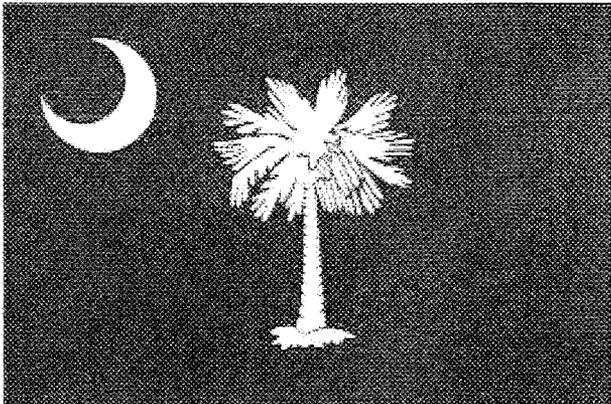
9:35 pm Congresswoman Michele Bachmann arrives The Hilton Club New York
1335 Avenue of the Americas, 37th & 38th Floors
New York, NY 10019

Trip Contacts:

Campaign Manager	Keith Nahigian, 703-622-████████
Advance	Kirstan Dougher, 704-502-████████
Scheduling and Advance	Megan Ferraro, 484-678-████████
Press Secretary	Alice Stewart, 202-365-████████
Personal Aide	Tera Dahl, 651-769-████████

MICHELE
BACHMANN
★ FOR PRESIDENT ★

Sunday, December 4th, 2011



Schedule for Congresswoman Michele Bachmann

Sunday, December 4th, 2011

6:50 am Congresswoman Michele Bachmann departs Hotel en route CNN

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

7:00 am Congresswoman Michele Bachmann arrives CNN
1 Time Warner Center
New York, NY
Kristi Slavka, 202-631-
E-mail: @turner.com

7:05 am Hold Time

EVENT **CNN State of the Union Pre-tape Interview**

- 7:45 am – 8:00 am
- Location: CNN Studios
- Press: OPEN
- Format:
 - Interview
- Attendees:
 - Congresswoman Michele Bachmann
 - Candy Crowley
- Staff Contact:
 - Alice Stewart, 202-365-

8:00 am Congresswoman Michele Bachmann departs CNN en route FOX News Studios

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

8:05 am Congresswoman Michele Bachmann arrives FOX
1211 6th Avenue
New York, NY
Patricia Peart 917-689-
Email: @foxnews.com

EVENT **FOX News Sunday Pre-tape Interview**

- 8:15 am – 8:25 am
- Location: CNN Studios
- Press: OPEN
- Format:
 - Interview
- Attendees:

- Congresswoman Michele Bachmann
- Chris Wallace
- Staff Contact:
 - Alice Stewart, 202-365-████

8:30 am Congresswoman Michele Bachmann departs FOX News Studios en route FOX EWR.

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

Drive Time: 20 Minutes

8:50 am Congresswoman Michele Bachmann arrives EWR
Newark Liberty International Airport
1 Brewster Road, Newark, New Jersey
(973) 961-████

10:20 am Congresswoman Michele Bachmann departs EWR en route to Myrtle Beach via US Airways Flight #1674

Confirmation Code: E63YTY, Congresswoman Michele Bachmann
E64C0S, Tera Dahl

Flight Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

1:53 pm Congresswoman Michele Bachmann arrives at Myrtle Beach, SC airport

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

Advance Contact

Kirstan Dougher, 704-502-████

Drive Time: 22 Minutes

2:30 Meet Sen. Cleary

2:45 pm Congresswoman Michele Bachmann arrives Colonial Mall
10177 North Kings Highway
Myrtle Beach, SC 29572

EVENT **Store Signing at Books a Million**

- 3:00 pm – 5:00 pm
- Location: Colonial Mall
- Press: OPEN
- Format:
 - Book Signing

- Congresswoman Michele Bachmann
- Chris Wallace
- Staff Contact:
 - Alice Stewart, 202-365-██████

8:30 am Congresswoman Michele Bachmann departs FOX News Studios en route FOX EWR

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

Drive Time: 20 Minutes

8:50 am Congresswoman Michele Bachmann arrives EWR
Newark Liberty International Airport
1 Brewster Road, Newark, New Jersey
(973) 961-██████

10:20 am Congresswoman Michele Bachmann departs EWR en route to Myrtle Beach via US Airways Flight #1674

Confirmation Code: E63YTY, Congresswoman Michele Bachmann
E64COS, Tera Dahl

Flight Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

1:53 pm Congresswoman Michele Bachmann arrives at Myrtle Beach, SC airport

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

Advance Contact

Kirstan Dougher, 704-502-██████

Drive Time: 22 Minutes

2:30 Meet Sen. Cleary

2:45 pm Congresswoman Michele Bachmann arrives Colonial Mall
10177 North Kings Highway
Myrtle Beach, SC 29572

EVENT **Store Signing at Books a Million**

- 3:00 pm – 5:00 pm
- Location: Colonial Mall
- Press: OPEN
- Format:
 - Book Signing

- Attendees:
 - Congresswoman Michele Bachmann

4:45 pm Congresswoman Michele Bachmann departs Myrtle Beach, SC en route to Florence, SC

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

Advance Contact

Kirstan Dougher, 704-502-██████

Drive Time: 1 Hour 30 Minutes

6:05 pm Congresswoman Michele Bachmann arrives Florence, SC
Barnes and Noble
2701 David McLeod Blvd
Florence, SC 29501

EVENT **Private Meeting**

- 6:15 pm – 6:30 pm
- Location: Campaign Bus
- Press: CLOSED
- Format:
 - Private Meeting
- Attendees:
 - Congresswoman Michele Bachmann
 - John Molnar

EVENT **Store Signing at Barnes & Nobles**

- 6:30 pm – 7:45 pm
- Location:
- Press: OPEN
- Attendees:
 - Congresswoman Michele Bachmann

EVENT **Private Meeting**

- 7:45 pm – 6:30 pm
- Location: Campaign Bus
- Press: CLOSED
- Format:
 - Private Meeting
- Attendees:
 - Congresswoman Michele Bachmann
 - Senator Danny Verdin

8:00 pm Congresswoman Michele Bachmann departs Florence, SC en route to Columbia, SC

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

Advance Contact

Kirstan Dougher, 704-502-████

Drive Time: 1 Hour 30 Minutes

9:30 pm

~~Congresswoman Michele Bachmann arrives Columbia, SC
1094 Chris Drive
West Columbia, SC 29169
(803) 791-████~~

Trip Contacts:

Campaign Manager

Keith Nahigian, 703-622-████

Advance

Kirstan Dougher, 704-502-████

Scheduling and Advance

Megan Ferraro, 484-678-████

Press Secretary

Alice Stewart, 202-365-████

Personal Aide

Tera Dahl, 651-769-████

RON: Myrtle Beach

EXHIBIT 45

From: Weisser, Will </O=CORPORATEMAIL/OU=AG1-OLDT-PENGUIN/CN=RECIPIENTS/CN=WWEISSER>
Sent: Thursday, June 30, 2011 4:07 PM
To: Lee, Dennis <[REDACTED]@us.penguingroup.com>
Cc: Chaudhari, Sameer <[REDACTED]@us.penguingroup.com>; Zackheim, Adrian <[REDACTED]@us.penguingroup.com>; McLean, Allison <[REDACTED]@us.penguingroup.com>
Subject: Marketing budget for Michele Bachmann

Dennis - I think Adrian mentioned that we'll need additional 3Q marketing money to cover the Michele Bachmann drop-in title. We expect it to add at least 150,000 billing units to the year, maybe a lot more, for a very small advance (\$125,000).

My rough marketing estimate:

Coop: \$120,000
Publicity: \$145,000 (tour expenses, security, radio campaign)
Promotion: \$10,000
Advertising: \$30,000

Total: \$305,000

Let me know if you need more detail.

Thanks,

Will

Pen_0012317

13-1274_0289

EXHIBIT 46

From: McLean, Allison </O=CORPORATEMAIL/OU=AG1-OLDT-PENGUIN/CN=RECIPIENTS/CN=ASWEET>
Sent: Friday, November 18, 2011 8:39 PM
To: Weisser, Will <[REDACTED]@us.penguingroup.com>
Subject: A touch of what I go through every day

----- Original Message -----

From: McLean, Allison
To: [REDACTED]@nbcuni.com' <[REDACTED]@nbcuni.com>
Sent: Fri Nov 18 20:36:59 2011
Subject: Re: Bachmann transportation Monday

We're splitting up the expenses with the campaign since so many of them are crossover. I have a deal with the campaign manager that he's providing cars for the media interviews when the media outlet isn't able to.

----- Original Message -----

From: Levin, Jaclyn (NBCUniversal) <[REDACTED]@nbcuni.com>
To: McLean, Allison
Sent: Fri Nov 18 20:32:13 2011
Subject: Fw: Bachmann transportation Monday

See below. Usually publishers deal with cars. Are you guys not providing?

Jaclyn Levin
Senior Producer
NBC News
TODAY
Dateline NBC
212-664-[REDACTED]

Sent from my BlackBerry Wireless Handheld

----- Original Message -----

From: Danielle Hagen <[REDACTED]@nahigianstrategies.com>
To: Nurre, Bridget (NBCUniversal)
Cc: Levin, Jaclyn (NBCUniversal)
Sent: Fri Nov 18 20:25:23 2011
Subject: Re: Bachmann transportation Monday

I'm happy to help anyway we can! If we need to get a car we can, just wanted to ask first. Thank you for your consideration, Jackie.

Danielle

Sent from my iPhone

Pen_0014302

13-1274_0291

On Nov 18, 2011, at 8:19 PM, "Nurre, Bridget (NBCUniversal)" <[REDACTED]@nbcuni.com> wrote:

> Hey Jackie,

>

> Danielle with the Bachmann campaign has asked if we can provide transportation for Monday morning. I told her that our policy is for the publisher to cover, but it seems like in this case the publisher is resistant. Can we make an exception in this case or do you mind circling back with the publisher?

>

> Thanks!

>

> Bridget

> -----

> NBC News

> TODAY Show

> C: 202-821-[REDACTED]

EXHIBIT 47

John L Productions

143 Laurelwood Dr
Pike Road, AL 36064
334 224-██████

Penguin Publishing
Michele Bachmann Book Tour
November 25th thru December 4th

7 Tour Days @ 1,000.00	7,000.00
(Nov 25-28 Dec 2-4)	

7 Travel Days @ 1/2 rate	3,500.00
--------------------------	----------

Amount Due	<hr/> 10,500.00
------------	-----------------

45' Executive Coach, Driver,
Fuel, Lodging and tolls will be billed at
end of tour.

Thanks...Johnny Williams

John L Productions

143 Laurelwood Dr
Pike Road, AL 36064
334 224-██████

Penguin Publishing
Michele Bachmann Book Tour
November 25th thru December 4th

Fuel Cost	3,604.69
Driver's Pay	3,250.00
Additional day 12/05	1,000.00
Amount Due	<hr/> 7,854.69

Thanks...Johnny Williams
Tax ID: ██████████

FASTSIGNS

Sign & Graphic Solutions Made Simple.

Invoice: 210- 65326

FASTSIGNS

5358 Mt. View Rd
 Antioch, TN 37013
 Phone (615) 731-
 Fax. (615) 731-8886
 Email: @fastsigns210.com

Invoice Date:

Order Date:

10/31/2011

Salesperson: @fastsigns.com

Customer: **Penguin Group USA**
 Contact: Allison Mclean Customer: 39404
 Description: Michelle Bachman Book Tour bus / Full wrap
 Sales Person: Rick Skrance
 Clerk: Rick Skrance Email: @aol.com

ph: (212) 366-

	Product	Qty	Sides	H x W	Unit Cost	Install	Item Total
1	RTA Color: White Description: RTA Lettering (Based on Total Area, Height by Width) Text: White Vinyl Text Dot Numbers: See enclosed proof 2" caps Line 1: Johnny Williams Line 2: AL CB 28 Line 3: ICC MC 299161 Line 4: USDOT 587849	* 2	1	2 x 1	\$0.00	\$0.00	\$0.00
2	3M Controltac IJ3552C ABV Description: 2 mil. 3M Controltac IJ3552c Adhesive Back Vinyl w/Comply Opaque Adhesive Text: Drivers Side Artwork in 64367 folder (ricks oct)	* 1	1	1 x 1	\$1,800.00	\$0.00	\$1,800.00
3	3M Controltac IJ3552C ABV Description: 2 mil. 3M Controltac IJ3552c Adhesive Back Vinyl w/Comply Opaque Adhesive Text: Passenger Side	* 1	1	1 x 1	\$1,800.00	\$0.00	\$1,800.00
4	3M Controltac IJ3552C ABV Description: 2 mil. 3M Controltac IJ3552c Adhesive Back Vinyl w/Comply Opaque Adhesive Text: front	* 1	1	1 x 1	\$400.00	\$0.00	\$400.00
5	3M Controltac IJ3552C ABV Description: 2 mil. 3M Controltac IJ3552c Adhesive Back Vinyl w/Comply Opaque Adhesive Text: ba ck	* 1	1	1 x 1	\$600.00	\$0.00	\$600.00
6	Installation Description: Installation	* 1	0	0 x 0	\$1,750.00	\$0.00	\$1,750.00
7	Miscellaneous Description: Overtime charge.	* 1	1	1 x 1	\$500.00	\$0.00	\$500.00

Other Payments: _____
 Shipping Notes: Form of Payment / Amount / Initials

Ordered: 10/31/2011 1:32:21PM
 Due: 11/21/2011 4:00:00PM
 Printed: 11/18/2011 2:04:55PM

Notes:

Line Item Total:	\$6,850.00
Tax Exempt Amt:	\$1,750.00
Subtotal:	\$6,850.00
Taxes:	\$471.75
Total:	\$7,321.75
Total Payments:	\$0.00
Balance Due:	\$7,321.75

Thank You for Your Business!

Terms: Pre-Pay

Received/Accepted By: _____

ATTN: Allison Mclean
 Penguin Group USA
 143 Laurelwood Dr.
 Pike Road, AL 36064

John L Productions

143 Laurelwood Dr
Pike Road, AL 36064
334 224-██████

Penguin Publishing
Michele Bachmann Book Tour
November 25th thru December 4th

Use of Sound Systems, Mult-Box and
Radios

7 tour days @ 600.00	4,200.00
Amount Due	<hr/> 4,200.00

RICHARDS PUBLIC RELATIONS

November 28, 2011

Invoice #: 8961726

To: Allison McLean
Sentinel Publicity
[REDACTED]@us.penguingroup.com

INVOICE ***Publicity for Rep. Michele Bachmann*** **&** ***CORE OF CONVICTION***

PUBLIC RELATIONS FEE:

\$13,000

This amount reflects the total public relations fee required for securing interviews and other media coverage for CORE OF CONVICTION and Rep. Michele Bachmann with special focus on national Christian television, national radio, and regional/ local broadcast and print coverage in the following designated tour markets:

New York City, NY.
Washington, D.C.
Minneapolis/ St. Paul/ Bloomington, MN.
Mason City, IA.
Waterloo, IA.
Dubuque, IA.
Davenport, IA.
Cedar Rapids, IA.
Des Moines, IA.
Sioux City, IA.
Council Bluffs, IA.
Rock Hill, SC.
Greenville, SC.
Aiken, SC.
Columbia, SC.
Myrtle Beach, SC.
Florence, SC.

PRESS MATERIAL CREATION:

RPR used the Sentinel press materials so the message was uniform across all platforms.

MAILINGS:

Labels were prepared (i.e. Excel files) for Sentinel for all RPR mailings in the national arena. Miscellaneous requests were sent to the Sentinel publicity department as they came in.

PUBLICITY COORDINATION:

- Updated Allison McLean, Jacquelynn Burke, Tiffany Liao, and all other applicable Sentinel team members on a regular basis.
- Updated master publicity calendar as necessary.

EXPENSES:

Out-of-pocket expenses have been waived for this project.

TOTAL DUE UPON RECEIPT:

\$13,000

Please make your check payable to: Richards Public Relations/ SS #: [REDACTED]

3908 CALLOWAY DRIVE • MANSFIELD/ TEXAS • 76063
PHONE: 817-453-[REDACTED] • FAX: 817-453-6164

THMB_000005

13-1274_0298



45 West 45th Street
 New York, NY 10036
 212.354. P
 212.354.6127 F

Invoice	
Invoice N°	Date
115052	10/13/2011

Sold To: Penguin Group (USA)
 Lynn Rogan
 375 Hudson Street
 New York, NY 10014

Ship To: Penguin Group (USA)
 Lynn Rogan
 375 Hudson Street
 New York, NY 10014

Date	Purchase Order	Terms	Ref Numbers	Ship Via	Sales Rep
10/13/2011		Net 30	996544	Messenger to	On
Job N°	Quantity	Description			Sale Amount
996544	25	Job Name:Core of Conviction posters Item:Poster Finished Size:20 x 30 Media: Digital C Matte Finishing:Packing - Individually AirShip,			\$1,772.25
THANK YOU FOR YOUR BUSINESS-We accept Visa/MC/Amex We charge 1.5% service charge per month on past due balances.				Sub-Total	\$1,772.25
We welcome comments via our website at http://www.influencegraphics.com/comments.asp Leave us a comment and enter to win an Apple iPad.				Sales Tax	\$166.17
				Shipping	\$100.00
				Total	\$2,038.42

PREMIERE MARKETING

109 International Drive
Suite 300
Franklin, TN 37067

Invoice

DATE	INVOICE #
10/24/2011	2260

BILL TO
Penguin Group 375 Hudson Street New York, NY 10014

P.O. NO.	TERMS	DUE DATE	REP	QTY	RATE	AMOUNT
		10/24/2011	DW			
DESCRIPTION						
Tour Routing Services conducted in August					1,000.00	1,000.00
Marketing Wiring Instructions: Tax ID # [REDACTED] For payment by check – 109 International Dr., Suite 300 Franklin, TN 37067-1714 For payment by wire – Bank: Pinnacle National Bank (615) 744-[REDACTED] 7040 Carothers Pkwy, Franklin TN 37067 Name of Account: Premiere Marketing, Inc ABA Number: [REDACTED] Account Number: [REDACTED]						
				Total		\$1,000.00

Balance Due	\$1,000.00
--------------------	------------

THMB_000007

EXHIBIT 48

From: Liao, Tiffany </O=CORPORATEMAIL/OU=AG1-OLDT-PENGUIN/CN=RECIPIENTS/CN=ULIAOTI>
Sent: Thursday, October 20, 2011 5:41 PM
To: McLean, Allison <[REDACTED]@us.penguin.com>; Burke, Jacquelynn <[REDACTED]@us.penguin.com>
Cc: Liao, Tiffany <[REDACTED]@us.penguin.com>
Subject: Missing anything? : Notes -- Bachmann Book PR Call (with Legal) 10/21/11

Bachmann Book PR Call 10/21/11

On the call: Becky, Bill (Legal), Danielle, Keith, ASM, JB, TL

- ***** MB's Legal says they can put bookseller links on the MB site (!)**
- **E-mail announcements – shooting for Tuesday 10/25 (Bachmann Fundraising @ 10 am, Sentinel Preorder e-mail @ 2pm)**
 - Bachmann Fundraising Announcement – donate x and get a book
 1. Next 3-4 weeks will be devoted to selling books to raise \$ for campaign ASAP – fundraising top priority to make it to caucus
 2. Bill/Legal wants campaign to buy books directly from Penguin and ship to single fulfillment location – Keith said offline he wants to go through retail
 1. **Legal wants price per unit and schedule of payment (add shipping later)**
 2. **Need to ensure Penguin contract amendment re: MB's royalties is put through.**
 - Sentinel Announcement:
 1. Bill/Legal must review e-mail before it's sent out – will review tonight and pass through HEC tomorrow.
 2. Penguin can rent MichelePAC e-mail list – Becky will ID list with largest # of recognized MB supporters (“There's an awful lot of overlap”). Can't rent Bachmann for President/Congress list.
 1. **Estimate: \$4,000 for 600,000 e-mails. Becky will send exact to ASM.**
 3. Preorder E-mail will be MichelePAC list of 300,000 e-mails / similar list of conservatives, blast to wider e-mail TK.
- Tour (Schedule must also be vetted thru Legal/Bill)
 - Keith wants to do each media market's stops as media announcement – will hold off until stores get confirmed.
 - **Social Media:** Doublechecking if they can tweet/FB tour schedule stops – should be OK
 - Bus: Must be book-related artwork on the side if Penguin is paying – can't be “Bachmann for President”
 1. Keith will get pricing for bus and contract for 6-7 days.
- MB's rough schedule for next week: Monday – Dark day, NH filing. Tues/Wed – Repub. Gala. Thurs – MN. IA on 10/28-29.
- Advertising: Banner ads / facebook ads, etc – to be discussed w/ Becky

Tiffany Liao

Portfolio, Sentinel & Current | Penguin Group (USA)

Tel: 212-366-[REDACTED]

375 Hudson Street | New York | NY | 10014

[REDACTED]@us.penguin.com

Pen_0005041

13-1274_0302

EXHIBIT 49

Campaign Solutions//The Donatelli Group
 117 North Saint Asaph Street
 Alexandria, VA 22314

Invoice

DATE	INVOICE #
12/1/2011	8863

BILL TO
Senteniel Penguin Group (USA) Inc. 405 Murray Hill Parkway East Rutherford, NJ 07073-2136T

PAID
 08/09/2012

TERMS

ITEM	DESCRIPTION	AMOUNT
Email Deployment	193299 emails @ \$0.0200 per name - Nov 2011 - Michelle Bachmann List	3,865.98
Email Deployment	193299 email @ \$0.0100 per name - Nov 2011 - Email Deployment	1,932.99
Thank you for your business.		Total \$5,798.97

THMB_000080

EXHIBIT 50

SEARCH WEB



AOL.com | Sign Out | Options

EMAIL IM TEXT CHECK

REPLY REPLY ALL FORWARD ACTION DELETE SPAM

Search Mail

Today on AOL

Inbox 5643

Drafts 188

Sent

Spam 35

Trash

Contacts

Calendar

My Folders

Saved Mail 193

Saved Chats

BFP-Non-Staff

BFP-staff 1

Book Signing

Gang -- Here are the Iowa book-signing event details

From Eric Woolson [redacted]@theconceptworks.com hide details

Mon, Nov 21, 2011 1:54 pm

To Barb Heki [redacted]@aol.com, Brad Zaun [redacted]@rrrealty.com, Christopher Dorr [redacted]@gmail.com, Craig Handzlik [redacted]@hotmail.com, Drew Klein [redacted]@bachmannhq.com, Drew Klein [redacted]@gmail.com, Emma Aquino-Nemecek [redacted]@aol.com, Guy Short [redacted]@aol.com, Kent Sorenson [redacted]@kentsorenson.com, Mark Doland [redacted]@yahoo.com, Matthew Combs [redacted]@netzero.net, Peter Waldron [redacted]@msn.com, Tony Eastman [redacted]@tonyeastman.com, Wes Enos [redacted]@wesenos.com

Gang,
Feel free to pass around details of these events to your friends, family, county chairs, precinct captains, churches, service groups, etc. We'd love to have tons of people turn out for MB's events on Friday, Saturday and Sunday.
e

FRIDAY, NOVEMBER 25th

8:00 am – Bloomington, MN
Store Signing at B&N
118 E. Broadway
Mall of America
Bloomington, MN 55425

12:30 pm – Mason City, IA
Store Signing with pop up store

Historic Park Inn & Conference Center

15 West State Street

Mason City, IA

4:00 pm – Waterloo, IA
Store Signing at Family Christian Store

EXHIBIT 51

From: Craig Handzlik <[REDACTED]@hotmail.com>

To: Eric Woolson <[REDACTED]@theconceptworks.com>

Cc: Barb Heki <[REDACTED]@aol.com>; Brad Zaun <[REDACTED]@rrrealty.com>; Christopher Dorr <[REDACTED]@gmail.com>; Drew Klein <[REDACTED]@bachmannhq.com>; Drew Klein <[REDACTED]@gmail.com>; Emma Aquino-Nemecek <[REDACTED]@aol.com>; Guy Short <[REDACTED]@aol.com>; Kent Sorenson <[REDACTED]@kentsorenson.com>; Mark Doland <[REDACTED]@yahoo.com>; Matthew Combs <[REDACTED]@netzero.net>; Peter Waldron <[REDACTED]@msn.com>; Tony Eastman <[REDACTED]@tonyeastman.com>; Wes Enos <[REDACTED]@wesenos.com>; Megan Ferraro <[REDACTED]@nahigianstrategies.com>

Subject: Re: URGENT: We need to do more on the book events turn out

Date: Sun, Nov 27, 2011 9:23 pm

Hey All,

I just wanted to send you all a quick thank you for helping out with the book tour events. I know there was some question about how much we were all allowed to actively promote the events. However, the second that the IA campaign staff began helping out with these stops, the events were markedly improved. I polled the public at a few of the events and almost everyone I asked said that they came to the signing because of tactics that you employed. Eric, Brad, Kent, Barb, Alex and Emma were huge assets at the events as well.

I thank you!

Best,

Craig Handzlik
Cell: 310-938-[REDACTED]
[\[REDACTED\]@hotmail.com](mailto:[REDACTED]@hotmail.com)

On Nov 25, 2011, at 3:54 PM, Eric Woolson wrote:

All -- the Mason city event was a disaster. Please get in touch with anyone you know who might turn out for the following events and remind them about the events. It'd be great if they buy books but, remember, not everyone does or not everyone goes to these events thinking they're going to buy. WE NEED BODIES AT THESE EVENTS TODAY AND TOMORROW!

TODAY

4:00 pm – Waterloo, IA

Store Signing at Family Christian Store

2019 Crossroads Blvd

Waterloo, IA 50702

8:00 pm – Dubuque, IA

Store Signing at River Lights Bookstore

PW_0200

13-1274_0308

1098 Main Street
Dubuque, IA 52001

SATURDAY, NOVEMBER 26th

9:00 am – Davenport, IA

Store Signing with pop up store

Radisson Hotel

111 East Second Street

Davenport, IA 52801

1:00 pm – Cedar Rapids, IA

Store Signing at B&N

333 Collins Road NE

Bldg 1

Cedar Rapids, IA 52402

6:00 pm – Des Moines, IA

Store Signing at Family Christian Store

Village At Jordan Creek

7105 Mills Civic Pkwy Ste 160

West Des Moines, IA 50266

SUNDAY, NOVEMBER 27th

12:00 pm – Sioux City, IA

Store Signing at B&N

4400 Sergeant Road

Sioux City, IA 51106

4:00 pm – Council Bluffs, IA

Store Signing with pop up store

Holiday Inn

2202 River Road

Council Bluffs, IA 51501

--

Eric Woolson

President/CEO

The Concept Works, Inc.

1001 Office Park Road, Suite 119

West Des Moines, IA 50265

(515) 226-██████

██████ (cell)

(800) 631-6079 (fax)

██████@theconceptworks.com

www.theconceptworks.com

EXHIBIT 52

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

OFFICE OF CONGRESSIONAL ETHICS
UNITED STATES HOUSE OF REPRESENTATIVES

MEMORANDUM OF INTERVIEW

IN RE: Former Home School Coalition Director
Bachmann for President
REVIEW No(s): 13-1274
DATE: April 19, 2013
LOCATION: 425 Third Street, SW
Washington, DC 20024
TIME: 1:30 p.m. to 3:30 p.m. (approximate)
PARTICIPANTS: Scott Gast
Omar S. Ashmawy

SUMMARY: The OCE requested an interview with the witness and he consented to an interview. The witness made the following statements in response to our questioning:

1. The witness was given an 18 U.S.C. § 1001 warning and consented to an interview. The witness signed a written acknowledgement of the warning, which will be placed in the case file in this review.
2. The witness is not currently employed, but has engaged in freelance work in the past, ranging from data entry to working on political campaigns as both a volunteer and as paid staff. She is responsible for home schooling her children.
3. The witness worked for the Bachmann for President (“BFP”) campaign in 2011 as the Iowa Home School Coalition Director. She started as a volunteer for the campaign.
4. The witness first became involved with a potential Bachmann campaign in March 2011 when she had initial discussions with several people about helping with a presidential campaign. One of the people who spoke with her about supporting Rep. Bachmann was a friend Mr. Kent Sorenson named Steve Deace.
5. The witness had an initial meeting with Rep. Bachmann around this time, but she did not recall who arranged the meeting. She believes that Vicky Crawford, Mr. Sorenson and his assistant Chris Dorr were also at the meeting.
6. The witness recalled that, after the initial meeting with Rep. Bachmann, nothing happened for several months. The witness inquired of Mr. Sorenson about the status of her interest in joining BFP because she needed to know whether she might be working with the campaign in order to make plans. Mr. Sorenson introduced her to Guy Short, who told her that BFP Deputy Campaign Manager David Polyansky would be making the hiring decision.

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7. The witness was ultimately hired in June 2011 as an independent contractor. as there was uncertainty regarding funding. She recalled that Mr. Sorenson or one of his assistants, Wes Enos, called her to offer her the job.
8. The witness was paid \$2,500 per month. BFP initially offered her a little less compensation, but raised it a little bit. She negotiated the terms of her compensation with Mr. Sorenson. She initially reported to Mr. Sorenson, and then to Eric Woolson when he became the BFP Iowa campaign manager either at the beginning of November or the end of October 2011.
9. The witness did not have any discussions with Rep. Bachmann about compensation, her hiring, or her duties once she had been hired.
10. The witness recalled that Rep. Bachmann had tried calling her at some point in the spring of 2011, but the witness missed the phone call. When she tried calling back, Rep. Bachmann was not available and they never connected. The witness thought Rep. Bachmann may have been calling to offer her the job or just to thank her for the meeting they had, but she does not know. The call would have been a month or more before she was hired.
11. The witness remained with the campaign until it was suspended.
12. As the Home School Coalitions Director, the witness' duties were to organize homeschool families to support Rep. Bachmann in the Iowa straw poll and then vote for her in the Iowa caucuses. She also tried to put campaign events together and got involved in some endorsements as result of some contacts she had.
13. The witness was based in the BFP Urbandale, Iowa office, where she worked with fellow campaign staff members Tony Eastman, Kent Sorenson, Wes Enos, Chris Dorr, Tamara Scott, Drew Klein, and Peter Waldron. She said that Andy Parrish managed the Iowa office until he left the campaign in September 2011.
14. The witness had less contact with the campaign's "national folks," including Guy Short, Alice Stewart, and Keith Nahigian.
15. The witness said that she did not have many interactions with Rep. Bachmann during the campaign. She said that she introduced Rep. Bachmann at a homeschool event and at an event for conservative leaders.
16. The witness said that she was not sure of Rep. Bachmann's level of involvement in managing the presidential campaign. She said that Mr. Parrish would have a better sense of that.
17. The witness said that advisor Brett O'Donnell "controlled all the shots" when it came to Rep. Bachmann's activities. She said that Mr. Nahigian also "called some shots."
18. The witness did not have any interactions with MICHELE PAC. She said that she only found out who was involved with MICHELE PAC after the presidential campaign had ended.
19. The witness said that she heard "office banter" that Mr. Sorenson was being paid for his work on the presidential campaign. She believes she may have heard Wes Enos or Chris Dorr, who

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were associated with Mr. Sorenson before the presidential campaign, talking about this. She also remembered that someone said, "He's not doing this for free."

20. At the end of the campaign the witness recalled being denied things she wanted to do because it cost too much.
21. The witness said that if there was any request that Iowa staff work without pay or as volunteers during the presidential campaign, she was not aware of this. She noted that some of her requests for funding were denied near the end of the campaign because she was told that the campaign could not afford them. She noted that Iowa campaign manager Eric Woolson ensured that the Iowa staff was paid early in December to avoid any problems.
22. The witness said that she had been paid for her work on the campaign except for work she performed during the first week of January.
23. The witness said that she first met Mr. Short at events she attended before she was hired by the campaign. Mr. Short was pointed out to her as someone involved in hiring for the campaign. The witness recalled telling Mr. Short she was interested in a position with the campaign.
24. The witness was not familiar with C&M Strategies, but knew that it was Mr. Short's organization. The witness did not know its structure.
25. According to the witness, Mr. Short's role at BFP was to work with mailing lists, emails, and tele-town halls. The witness thought he wrote most of the fundraising solicitation emails.
26. The witness remembered that Mr. Short was later given the title of National Political Director, but she did not know if his duties changed at that point.
27. The witness said that Mr. Short was working full-time for BFP in November and December 2011, but that he was in and out of the campaign office. She said she never saw him working on other matters, but noted that she did not see him all the time.
28. The witness never heard anything negative about Mr. Short's relationship with Rep. Bachmann.
29. The witness said that she assumed that Mr. Short reported to Mr. Nahigian. She said she had no knowledge of Mr. Short's compensation from BFP, nor did she discuss it with anyone. She was not aware of any compensation Mr. Short received from other entities. She had no conversation with Rep. Bachmann about Mr. Short's compensation.
30. The witness said that she had not heard that Mr. Short was working as a volunteer for BFP in November and December 2011. The witness said, "That sounds absurd if I heard that...why would someone stop making money and work for free?"
31. The witness said that she did not pay attention to fundraising emails and phone calls, and she was not aware of any fundraising project in December 2011.
32. The witness knew Mr. Sorenson from before the BFP campaign, having met him several years before. She believes it was on Steve Deace's recommendation that Mr. Sorenson reached out to the witness about joining the Bachmann presidential campaign.

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

33. The witness said that Mr. Short and Mr. Sorenson shared an office at the campaign office, but other than that, the witness did not know anything about their relationship. She did not know if they knew each other before the BFP campaign, or if Mr. Sorenson worked for Mr. Short. She said that when she asked for things Mr. Sorenson had to go to Mr. Nahigian or Mr. Short first.
34. The witness was not aware of any compensation arrangement between Mr. Short and Mr. Sorenson other than what she learned from conversation around the office. The witness did not know the source of any compensation Mr. Sorenson may have received, but she had heard that it was “rerouted” through a consulting firm so that Mr. Sorenson could be paid. She said that she did not know what firm or how much was paid.
35. The witness said she remembered that Mr. Sorenson was not supposed to be paid because he was a state senator, but that “they found a way to pay him.” However, the witness did not know at the time if there was any problem with what they were doing.
36. The witness did not have any conversation with Mr. Sorenson, Mr. Short, or Rep. Bachmann about compensation paid to Mr. Sorenson.
37. When asked about her role with respect to Rep. Bachmann’s book tour, the witness said that she remembered receiving an email saying they needed help getting people to book tour events. As a result of this email, she volunteered to go out and help. The witness attended two book signings – one in Council Bluffs and another in West Des Moines.
38. The witness said that the help that was needed was “to do sign-ups and distribute literature” for BFP. She recalled that she brought BFP volunteer sign-up sheets and BFP literature to the two book tour events she attended. She signed up volunteers and distributed the BFP literature. The witness said that she “definitely” attended the two book signing events in her capacity as a BFP staff member.
39. The witness said that she did not receive any guidance or any materials about what she could and could not do on the book tour.
40. The witness did not know who was involved in arranging the book tour. The witness did not know who paid for the book tour, but recalled a different bus than the BFP bus, with different graphics on it. She did not know who traveled on the book tour bus.
41. The witness said that several BFP national staff members were present at the two events she attended. The witness recalled seeing Mr. Nahigian, Ms. Stewart, Tera Dahl, Brett O’Donnell, and Craig Handzlik, an advance staff member. She did not remember if Mr. Short was there. Mr. Sorenson and another Iowa state senator were at the event in West Des Moines.
42. The witness was shown email a November 25, 2011 email from Mr. Woolson about turnout at Rep. Bachmann’s book tour events. The witness said that she thought this was the first email she received about the book tour. When the witness got the email, she replied to Mr. Woolson, offering to help.
43. The witness was shown another November 25, 2011 email in which she says that she notified homeschoolers about the book signing event in West Des Moines. The email also notes that she

Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

sent an email to more than 200 homeschool families. The witness said that she believes this refers to the BFP list of homeschoolers.

44. The witness said that she always notified people when Rep. Bachmann had events, to get these people to come out and to spread the word to others.
45. The witness was asked about the reference in her email to bringing the new BFP intern to the West Des Moines book signing event. The witness said that the internship was an informal one, not a formal compensated position, but the witness did remember Mr. Woolson telling her she could have an intern. The intern and her mother helped out at the West Des Moines event.
46. According to the witness, the West Des Moines book signing event was attended by herself, the BFP intern and her mother, Mr. Nahigian, Ms. Dahl, Mr. Handzlik, and Mr. Sorenson. The Council Bluffs book signing event was attended by Mr. Handzlik, Mr. Nahigian, and Ms. Stewart, as well as the witness and her husband.
47. The witness said that she brought clipboards of BFP volunteer sign-up sheets, campaign literature, and campaign signs to the West Des Moines book signing event. The witness, her husband, the BFP intern, and the intern's mother distributed the literature and signs at the event, and signed up attendees to volunteer for BFP.
48. The witness said that the same things were done at the Council Bluffs book signing event, but it was just her and her husband at that event.
49. The witness was shown a November 25, 2011 email from another BFP field staff member who stated that she had "at least 40 or 50 people" for the Waterloo book signing event. The witness believes that a second BFP field staff member also recruited attendees to other book signing events. The witness said that a November 27, 2011 email from Mr. Woolson indicated that a third BFP staff member was going to cover a book signing event in Sioux City, Iowa.
50. The witness was shown a November 26, 2011 email from Wes Enos to the witness, Mr. Woolson, and Drew Klein, in which Mr. Enos asks about a strategy to "cover signup sheets and lit at the next 3 book signings." The witness said that Mr. Enos was serving as deputy Iowa campaign manager. Mr. Klein worked to recruit supporters from the faith-based community.
51. The witness was asked about the reference in her November 27, 2011 email to "Michele" asking if they were "doing signup sheets." The witness said that, at the West Des Moines book signing event, Rep. Bachmann motioned the witness over to her in the middle of the book signing and asked the witness if she was signing people up as volunteers for BFP. The witness explained that they had already signed up the people at the front of the line and the BFP volunteers were now at the back of the line. She said that Rep. Bachmann was happy to know they had done that.
52. The witness said that Rep. Bachmann saw her and her husband signing up volunteers at the Council Bluffs book event.
53. The witness was shown a November 27, 2011 email from Mr. Handzlik to the Iowa BFP staff, in which he thanks them for helping out with the book tour events. The witness said that this was the first hint that there was any problem with what they had one at the book tour events..

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54. The witness was shown an Auto Mileage Expense Reimbursement form that she had completed and submitted to BFP. The witness said that she submitted and was reimbursed by BFP for the mileage to attend the two book signing events. She also was reimbursed by BFP for a meal for her and her husband in Council Bluffs when they attended the book signing event there.
55. The witness was shown a November 25, 2011 email from Rebecca Donatelli, who she identified as an online/digital media consultant to BFP, to the witness and other BFP Iowa staff. The witness said that the reference in the email to “the entire Iowa list” was a reference to a BFP list that contained every email in Iowa that they had in their possession. The witness said she did not discuss the use of this list with anyone.

This memorandum was prepared on April 24, 2013 after the interview was conducted on April 19, 2013. I certify that this memorandum contains all pertinent matter discussed with the witness on April 19, 2013.

Scott Gast
Investigative Counsel

EXHIBIT 53

From: Eric Woolson <[REDACTED]@theconceptworks.com>

To: niche4rich <[REDACTED]@aol.com>

Cc: GuyShort <[REDACTED]@aol.com>; Zaubr.Brad <[REDACTED]@rrrealty.com>; iowagrassroots <[REDACTED]@gmail.com>; CEHandzlik <[REDACTED]@hotmail.com>; Drew <[REDACTED]@bachmannhq.com>; drewrklein <[REDACTED]@gmail.com>; iapolitics <[REDACTED]@aol.com>; kent <[REDACTED]@kentsorenson.com>; pixilating_99 <[REDACTED]@yahoo.com>; statmann1 <[REDACTED]@netzero.net>; contactamerica1 <[REDACTED]@msn.com>; tony <[REDACTED]@tonyeastman.com>; wes <[REDACTED]@wesenos.com>

Subject: Re: URGENT: We need to do more on the book events turn out

Date: Fri, Nov 25, 2011 5:54 pm

Hi Barb,

That is a great offer. I think we could use you as a sort of roving field representative where we have you work with the regional reps to close the deal with precinct captains.

e

On Fri, Nov 25, 2011 at 5:50 PM, <[REDACTED]@aol.com> wrote:

I notified homeschoolers earlier and am planning to be at WDM event tomorrow and bring our new intern, a homeschooled teen who is volunteering in that position. For tomorrow's West Des Moines event, I sent to e-mail loops that hit more than 200 homeschooling families.

I'm not among the normal staff who drives to other parts of the state but I certainly would be more than glad to do so if that helps. Just let me know.

I have the most current signup sheet on my computer. I'll send it shortly.

Barb

Sent from my iPhone

On Nov 25, 2011, at 16:56, "R. Rebecca Donatelli" <[REDACTED]@campaignsolutions.com> wrote:

I am having this sent to the entire Iowa list.

Sent from my iPhone

On Nov 25, 2011, at 5:07 PM, "[REDACTED]@aol.com" <[REDACTED]@aol.com> wrote:

Becki,

Can we push people to these events through IA emails? Maybe simply forward the advisory to the targeted area? Or because of time and manpower over the holiday weekend we simply forward the media advisory to the entire IA email list with the Subject: Come meet Michele Bachmann this weekend.

Thoughts?

In a message dated 11/25/2011 2:54:45 P.M. Mountain Standard Time, [REDACTED]@theconceptworks.com writes:

All -- the Mason city event was a disaster. Please get in touch with anyone you know who might turn out for the following events and remind them about the events. It'd be great if they buy books but, remember, not everyone does or not everyone goes to these events thinking they're going to buy. WE NEED BODIES AT THESE EVENTS TODAY AND TOMORROW!

TODAY

4:00 pm – Waterloo, IA

PW_0180

13-1274_0319

Store Signing atFamily Christian Store

2019 Crossroads Blvd

Waterloo, IA 50702

8:00 pm – Dubuque, IA

Store Signing atRiver Lights Bookstore

1098 Main Street

Dubuque, IA 52001

SATURDAY, NOVEMBER26th

9:00 am – Davenport, IA

Store Signing withpop up store

RadissonHotel

111 East Second Street

Davenport, IA 52801

1:00 pm – Cedar Rapids, IA

Store Signing at B&N

333 Collins Road NE

Bldg 1

Cedar Rapids, IA 52402

6:00 pm – Des Moines, IA

Store Signing atFamily Christian Store

Village At Jordan Creek

7105 Mills Civic Pkwy Ste 160

West Des Moines, IA 50266

SUNDAY, NOVEMBER 27th

12:00 pm – Sioux City, IA

Store Signing at B&N

4400 Sergeant Road

Sioux City, IA 51106

4:00 pm – Council Bluffs, IA

Store Signing with pop up store

Holiday Inn

2202 River Road

Council Bluffs, IA 51501

--

Eric Woolson

President/CEO

The Concept Works, Inc.

1001 Office Park Road, Suite 119

West Des Moines, IA 50265

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--

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██████████@theconceptworks.com

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EXHIBIT 54

Bachmann for President

Auto Mileage Expense Reimbursement

EMPLOYEE Barb Heki
 ADDRESS [REDACTED]
 CITY Johnston
 STATE IA ZIPCODE 50131

Blue fields are calculated

Reimbursement Rate \$0.555

DATE	PURPOSE	FROM	TO	MILEAGE	REIMBURSED @ 55.5 CENTS PER MILE
01/08/12	Purchase prizes to award to homeschool contest w	Ofc	American Electronics	8.0	\$3.33
01/04/12	Press onference; lunch w/Michele	Ofc	Marriot/Machine Shed	12.0	\$6.66
01/03/12	Speak/lit dist at caucus; staff party	Ofc	Caucus site/Marriott	29.0	\$16.10
01/02/12	Drive volunteer home (Heidi)	Ofc	Vol home	1.0	\$0.56
12/29/11	Transport volunteer (Marie)	Ofc	Vol. home	46.0	\$25.53
12/29/11	Transport volunteer to hotel (Becky)	Ofc	Holiday Inn Express	4.0	\$2.22
12/28/12	Transport volunteer to hotel (Becky)	Ofc	Holiday Inn Express	4.0	\$2.22
12/19/11	Transport volunteer (Marie)	Ofc	Vol. home	46.0	\$25.53
12/19/12	Trasport volunteer ffrom hotel (Rebecca & Henry)	Ofc		4.0	\$2.22
12/17/11	Trasport volunteer lfrom hotel (Rebecca & Henry)	Ofc	Holiday Inn Express	8.0	\$4.44
12/16/11	Trasport volunteer lfrom hotel (Rebecca & Henry)	Ofc	Holiday Inn Express	8.0	\$4.44
12/15/11	Trasport volunteer lfrom hotel (Rebecca & Henry)	Ofc	Holiday Inn Express	8.0	\$4.44
12/14/11	Lit distri at Gift of Life movie	Ofc	Hoyt Sherman	16.0	\$8.88
12/13/11	Mtg w/Family Loadcr (p.m.)	Ofc	Walnut Creck	8.0	\$4.44
12/13/12	Mtg w/Pastor Amman (a.m.)	Ofc	Walnut Creek	8.0	\$4.44
12/10/11	Lit drop at Marcus' speech	Ofc	Varsity Theater./Drake	12.0	\$6.66
12/07/11	Transport volunteer to work (Maddie) - 2 RTs	Ofc	St. Charles	120.0	\$66.60
11/27/11	Distribute lit at event	Ofc	Council Bluffs	276.0	\$153.18
11/26/11	Distribute lit at event	Ofc	Jordan Creek	23.0	\$12.77
08/31/11	Waterworks (event) and pick up/take home volunte	Ofc	Waterworks	19.0	\$10.55
08/31/11	Return event pans to church	Ofc	FortDSMChurchOfChri	37.0	\$20.54
08/16/11	Replenish lit at State Fair (2 more boxes)	Ofc	State Fair	31.0	\$17.21
08/13/11	Transport speaker from hotel to Ames to airport	Ofc	Hotel,Ames,DSMAirpo	185.0	\$102.68
08/12/11	Lit to State Fair; trasport speaker Rick Green	Ofc	State Fair; Airport; Res	68.0	\$37.44
08/11/11	T-shirt pickup; Debate-transport MN volunteers	Ofc	Broken Arrow; Ames	95.0	\$52.73
08/08/11	Choose T-shirt samples	Ofc	BrokenArrow	14.0	\$7.77
08/07/11	Homeschool Mtg-Fort DSM - 2 cars	Ofc	Groc/FortDSMChurchC	108.0	\$59.94
08/06/11	Groc. Shop- Homeschool Mtg	Ofc	Groc Store	17.0	\$9.44
08/05/11	Spirit Midwest event signups	Ofc	SpiritMidwest	17.0	\$9.44
07/22/11	Check out event location	Ofc	FortDSMChurchOfChri	24.0	\$13.32
07/20/11	Norwalk House Party, pick up volunteer and take h	Ofc	Vol/Norwalk/Vol/Ofc	57.0	\$31.64
07/16/11	Pick up Homeschool Directory	Ofc	Faster Lake	39.0	\$21.65
07/14/11	shop for Homeschool Calling	Ofc	Groc/Marriott	17.0	\$9.44
07/09/11	Open House; Groc.; Mtg w/Michele & Leaders	Ofc	Groc/Marriott	31.0	\$17.21
07/07/11	Capitol - candidate pledge mtg	Ofc	Capitol	47.0	\$26.09
07/02/11	Capitol - hand out lit at Tea Party	Ofc	Capitol	47.0	\$26.09
TOTALS				1492.0	\$828.14

PREPARER / Date

APPROVED BY / Date

BH_00828

13-1274_0323

Bachmann for President Expense report

Name Barb Heki
Department Iowa

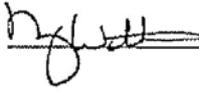
Position Iowa Homeschool Coal
Manager Eric Woolson

Date	Account	Description	Hotel*	Transport*	Mileage**	Meals*	Pstg/Del*	Office Supplies*	Fuel***	Misc.*	Total
1/8/2012		iPod Nano - prize for most individual phone calls made -- Maddie Archer winner								\$136.74	\$ 136.74
1/8/2012		iPod Nano - prize for most "Yes will vote for Michele" responses -- Julia Matson winner								\$136.74	\$ 136.74
12/26/2011		Business lunch - WHO radio debate guest for Michele and wife/son				\$ 54.01					\$ 54.01
11/27/2011		Lit Distr - Council Bluffs event				\$ 25.00					\$ 25.00
11/15/2011		Photo - BFP Offices						\$ 10.33			\$ 10.33
11/4/2011		Supplies for event setup						\$ 11.74			\$ 11.74
10/24/2011		Color copies						\$ 6.29			\$ 6.29
8/16-19/2011		State Fair admission - refresh Lit - 2 volunteers								\$ 20.00	\$ 20.00
8/13/2011		Admission - Deliver Lit to State Fair w/4 Vol from Minnesota								\$ 50.00	\$ 50.00
8/13/2011		Meal for volunteers from Minnesota				\$ 22.00					\$ 22.00
8/13/2011		Bus. Dinner - speaker Rick Green & Vol.				\$104.92					\$ 104.92
8/7/2011		Ice for Homeschool Event				\$ 9.98					\$ 9.98
8/7/2011		Groceries for Homeschool Event				\$ 40.12					\$ 40.12
7/30/2012		Art supplies - volunteers' kids						\$ 1.57			\$ 1.57
7/28/2011		Art supplies - volunteers' kids						\$ 10.55			\$ 10.55
PreviousUnpaid+Nov-Jan		Mileage (itemized on separate report)			\$ 828.14						\$ 828.14
			\$ -	\$ -	\$ 828.14	\$256.03	\$ -	\$ 40.48	\$ -	\$343.48	
											\$1,457.58
Prepared by: _____			Date: _____								
APPROVED: _____			Date: _____								
											\$1,457.58

*Attach all receipts

**Attach Auto Mileage Reimbursement Report

***Rental Car ONLY. Submit mileage for use of personal vehicles.

Bachmann for President c/o 610 South Boulevard Tampa, FL 33606 PH. 813-254-		Bank of Tampa Tampa, FL 33602 813-888/631 004	1812
PAY **** ONE THOUSAND FOUR HUNDRED SIXTY EIGHT & 13/100 DOLLARS			
TO THE ORDER OF	DATE	AMOUNT	
	01/17/12	\$ **1468.13	
Barb Hekl			AUTHORIZED SIGNATURE
Johnston, IA 50131			

Transit - - \$1,468.13 - - 1/26/2012

0683605893

DO NOT WRITE BELOW THIS LINE

BOFD
 Community State Bank
 Johnston
 2012-01-26
 DIN

ENCLOSURE

0683605893

Transit - - \$1,468.13 - - 1/26/2012

EXHIBIT 55

From: IAPolitics <[REDACTED]@aol.com>

To: ewoolson <[REDACTED]@theconceptworks.com>; Niche4rich <[REDACTED]@aol.com>; Zaun.Brad <[REDACTED]@rrrealty.com>; iowagrassroots <[REDACTED]@gmail.com>; CEHandzlik <[REDACTED]@hotmail.com>; Drew <[REDACTED]@bachmannhq.com>; drewrklein <[REDACTED]@gmail.com>; guyshort <[REDACTED]@aol.com>; kent <[REDACTED]@kentsorenson.com>; pixilating_99 <[REDACTED]@yahoo.com>; statmann1 <[REDACTED]@netzero.net>; contactamerica1 <[REDACTED]@msn.com>; tony <[REDACTED]@tonyeastman.com>; wes <[REDACTED]@wesenos.com>

Subject: Re: URGENT: We need to do more on the book events turn out

Date: Fri, Nov 25, 2011 11:07 pm

I have at least 40 or 50 people in Waterloo . Six people left as they didn't want to wait for a long time anymore and they were pretty upset . MB came down from the bus at about 4:45 PM as she was on the radio with Steve Deace according to Craig. In Dubuque there were less than 20 people with about 10 protesters outside the event. I called about 70 people in 4 of my areas earlier today for today and tomorrow's book signing.

thanks,

Emma

In a message dated 11/25/2011 3:54:45 P.M. Central Standard Time, [REDACTED]@theconceptworks.com writes:

All -- the Mason city event was a disaster. Please get in touch with anyone you know who might turn out for the following events and remind them about the events. It'd be great if they buy books but, remember, not everyone does or not everyone goes to these events thinking they're going to buy. WE NEED BODIES AT THESE EVENTS TODAY AND TOMORROW!

TODAY

4:00 pm – Waterloo, IA

Store Signing at Family Christian Store

2019 Crossroads Blvd

Waterloo, IA 50702

8:00 pm – Dubuque, IA

Store Signing at River Lights Bookstore

1098 Main Street

Dubuque, IA 52001

SATURDAY, NOVEMBER 26th

9:00 am – Davenport, IA

Store Signing with pop up store

Radisson Hotel

111 East Second Street

Davenport, IA 52801

PW_0186

13-1274_0327

1:00 pm – Cedar Rapids, IA

Store Signing at B&N

333 Collins Road NE

Bldg 1

Cedar Rapids, IA 52402

6:00 pm – Des Moines, IA

Store Signing at Family Christian Store

Village At Jordan Creek

7105 Mills Civic Pkwy Ste 160

West Des Moines, IA 50266

SUNDAY, NOVEMBER 27th

12:00 pm – Sioux City, IA

Store Signing at B&N

4400 Sergeant Road

Sioux City, IA 51106

4:00 pm – Council Bluffs, IA

Store Signing with pop up store

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2202 River Road

Council Bluffs, IA 51501

--

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(515) 226-██████

██████████ (cell)

(800) 631-6079 (fax)
[REDACTED]@theconceptworks.com
www.theconceptworks.com

EXHIBIT 56

From: R. Rebecca Donatelli <[REDACTED]@campaignsolutions.com>

To: GuyShort <[REDACTED]@aol.com>

Cc: ewoolson <[REDACTED]@theconceptworks.com>; Niche4rich <[REDACTED]@aol.com>; Zaun.Brad <[REDACTED]@rrrealty.com>; iowagrassroots <[REDACTED]@gmail.com>; CEHandzlik <[REDACTED]@hotmail.com>; Drew <[REDACTED]@bachmannhq.com>; drewrklein <[REDACTED]@gmail.com>; iapolitics <[REDACTED]@aol.com>; kent <[REDACTED]@kentsorenson.com>; pixilating_99 <[REDACTED]@yahoo.com>; statmann1 <[REDACTED]@netzero.net>; contactamerica1 <[REDACTED]@msn.com>; tony <[REDACTED]@tonyeastman.com>; wes <[REDACTED]@wesenos.com>; James Barnes <[REDACTED]@campaignsolutions.com>; Missy Gibbons <[REDACTED]@campaignsolutions.com>; Whitney Clark <[REDACTED]@campaignsolutions.com>

Subject: Re: URGENT: We need to do more on the book events turn out

Date: Fri, Nov 25, 2011 10:23 pm

FYI this did go out about 7pm tonight

Sent from my iPhone

On Nov 25, 2011, at 5:57 PM, [REDACTED]@aol.com" <[REDACTED]@aol.com> wrote:

THANKS BECKI!!

In a message dated 11/25/2011 3:54:49 P.M. Mountain Standard Time, [REDACTED]@campaignsolutions.com writes:

I am having this sent to the entire Iowa list.

Sent from my iPhone

On Nov 25, 2011, at 5:07 PM, [REDACTED]@aol.com" <[REDACTED]@aol.com> wrote:

Becki,

Can we push people to these events through IA emails? Maybe simply forward the advisory to the targeted area? Or because of time and manpower over the holiday weekend we simply forward the media advisory to the entire IA email list with the Subject: Come meet Michele Bachmann this weekend.

Thoughts?

In a message dated 11/25/2011 2:54:45 P.M. Mountain Standard Time, [REDACTED]@theconceptworks.com writes:

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Store Signing at Family Christian Store

2019 Crossroads Blvd

Waterloo, IA 50702

PW_0183

13-1274_0331

8:00 pm – Dubuque, IA

Store Signing at River Lights Bookstore

1098 Main Street

Dubuque, IA 52001

SATURDAY, NOVEMBER 26th

9:00 am – Davenport, IA

Store Signing with pop up store

Radisson Hotel

111 East Second Street

Davenport, IA 52801

1:00 pm – Cedar Rapids, IA

Store Signing at B&N

333 Collins Road NE

Bldg 1

Cedar Rapids, IA 52402

6:00 pm – Des Moines, IA

Store Signing at Family Christian Store

Village At Jordan Creek

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West Des Moines, IA 50266

SUNDAY, NOVEMBER 27th

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4400 Sergeant Road

Sioux City, IA 51106

4:00 pm – Council Bluffs, IA

Store Signing with pop up store

Holiday Inn

2202 River Road

Council Bluffs, IA 51501

--

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██████████ (cell)

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██████████@theconceptworks.com

www.theconceptworks.com

EXHIBIT 57

From: Liao, Tiffany </O=CORPORATEMAIL/OU=AG1-OLDT-PENGUIN/CN=RECIPIENTS/CN=ULIAOTI>
Sent: Wednesday, September 28, 2011 10:49 AM
To: McLean, Allison <[REDACTED]@us.penguingroup.com>; Burke, Jacquelynn <[REDACTED]@us.penguingroup.com>
Subject: Bachmann Planning Call Notes - 9/27

Notes from call with Keith and Alice – 9/27

* Keith will send contact info for Danielle Hagan (sp?) the Team MB web person

- **Preorder campaign – Shooting for e-mail blast for next Wed. 10/5**
 - Team MB will do blast to core fans giving them jacket to share and pre-order link
 - Amazon, BN need to be updated by Mon. 10/3
 - Lots of fundraising e-mails going around now – Keith wants to give free book to anyone who donates to the campaign.
 - **Bookplates:** MB hasn't signed any – ASM asking Team MB if she can sign and send back to us by Tues. 10/4
 - Keith will come back w/ plan for “low hanging fruit” and target them in chunks (by state?)
- **Book Tour**
 - They don't want to work with Premiere – discussing staffing buses with their people (will travel from state to state).
 - Keith will provide dream tour for Black Weekend. Need to determine when caucuses are – might move to Jan. 3
 - **Thanksgiving Week (Sunday, 11/20 – Sunday, 11/27)**
 - MB will fly in from IA → NY on Sunday 11/20 and take day off – do NY Media on Mon – Wed.
 - Fly out Wed. 11/23 night for MN on Thanksgiving day
 - **Black Weekend – 4 events daily on Fri / Sat / Sun (Shooting for bus only, no planes)**
 - **Friday, 11/24 throughout northern IA (Takes 2.5 hrs from Minn. to Waterloo, IA) – IA not a priority for Team MB**
 - **Proposed cities from Team MB:**
 - Waterloo (at Sullivan Museum), Mason City, Fort Dodge, Sioux City (“v. important to us”), Council Bluffs, Omaha, Des Moines, Marshalltown (“v. wealthy town”), Ames, Cedar Rapids, Iowa City
 - **Keith does NOT want to do Minn. / Twin cities events (“She'll get glittered”)** – no interest in Mall of America for Black Friday
 - Just a day and a half for NH – not a priority
 - **SC is a priority for MB – planned for second weekend in early Dec. (Friday off in SC).**
 - Proposed cities from Team MB: Greenville, Spartanburg, Charlotte, Myrtle Beach, Florence, Charleston, Hilton Head, Columbia, Augusta – “we'll have 1,000 people in line to see her”
 - “If we win IA and win SC, we'll win the whole thing”
 - **Radio:** Team MB wants to be in the lead for IA radio and media. They'll collaborate on SC radio (“you can take the lead”). Will vary state by state.
 - **Ministry Outreach –** Keith will provide us w/ list of megachurches
 - **NBC Package:**
 - CNBC Nov. 9 debate in MI, debate in FL Nov. 6
 - **Jimmy Fallon:** Team MB gunning for this interview – possibly w/ MB's daughter
 - **Morning Shows:** Fox and Friends, Today Show and third morning is open for Maria or...
 - **Christian TV / CBN Shows:** Praise the Lord / 700 Club, etc
 - **Taped segment options:**
 - House in MN

Pen_0005039

13-1274_0335

- Waterloo (she'll be there sometime between Vet. Day 11/11 and 11/19).
 - Possibly for Greta?
 - **Brian Williams** – will get primetime if it airs on Monday, will go to Hannity if it airs on Tuesday.
 - Stewart / Colbert / Piers are completely out
 - **View vs Today Show Fourth Hour:** Walters promised to be there – seem to be leaning towards Fourth Hour
 - **MSNBC:** Want Squawk Box or Morning Joe
 - **CNBC:** Want Maria – angle about MB's doctorate and tax law experience
- **Serial:** WaPo is in "timeout" – want to go to LA Times for serial + first print interview

Tiffany Liao

Portfolio, Sentinel & Current | Penguin Group (USA)

Tel: 212-366-██████

375 Hudson Street | New York | NY | 10014

██████@us.penguingroup.com

EXHIBIT 58

From: Eric Woolson <[REDACTED]@theconceptworks.com>

To: niche4rich <[REDACTED]@aol.com>

Cc: wes <[REDACTED]@wesenos.com>; tony <[REDACTED]@tonyeastman.com>; sorenseniowa <[REDACTED]@gmail.com>

Subject: Re: Saturday event - Family Christian Bookstore - WDM

Date: Fri, Nov 25, 2011 2:47 pm

Handing out literature and signing up people.

On Fri, Nov 25, 2011 at 11:21 AM, <[REDACTED]@aol.com> wrote:

What kind of help will you be needing at this event?

Maddie Archer, a homeschooled teen, will be starting an internship with us on Monday. If we can put her to work at the Saturday event, that would be great.

Thanks.

Barb

--
Eric Woolson
President/CEO
The Concept Works, Inc.
1001 Office Park Road, Suite 119
West Des Moines, IA 50265
(515) 226-[REDACTED]
[REDACTED] (cell)
(800) 631-6079 (fax)
[REDACTED]@theconceptworks.com
www.theconceptworks.com

PW_0173

13-1274_0338

EXHIBIT 59

From: Wes Enos <[REDACTED]@wesenos.com>

To: Eric Woolson <ewoolson@theconceptworks.com>; Niche4rich <[REDACTED]@aol.com>; Drew Klein <[REDACTED]@gmail.com>; Drew Klein <[REDACTED]@BachmannHQ.com>

Subject: Strategy for book signings?

Date: Sat, Nov 26, 2011 2:59 pm

We probably need to discuss a strategy to cover signup sheets and lit at the next 3 book signings.

I know that Barb is going to the signing in West Des Moines tonight, but in Sioux City and Council Bluffs we don't have any field staff specifically for the area, so someone needs to take care of these signings.

Drew and Peter, are you guys going up to Sioux City for the meeting with Cary Gordon? If so, can one of you cover the book signing up there?

If Drew and Peter can cover Sioux City, I'll drive over and cover Council Bluffs tomorrow night.

Would this plan work for everyone?

Let me know so we can sleep tonight without worrying about who is going to cover what.

Wes

EXHIBIT 60

From: Eric Woolson <[REDACTED]@theconceptworks.com>

To: drew <[REDACTED]@bachmannhq.com>

Cc: Heki Barb <[REDACTED]@aol.com>; Wes Enos <[REDACTED]@wesenos.com>; Drew Klein <[REDACTED]@gmail.com>

Subject: Re: Strategy for book signings?

Date: Sun, Nov 27, 2011 7:03 am

Correct. Alex has new sheets and will be helping with signup.

On Saturday, November 26, 2011, <[REDACTED]@bachmannhq.com> wrote:

> Let me clarify: Michele will be in Pastor Gordon's church tomorrow morning which is why Wes thought Peter or I might be up there. I looks like Alex will be in Sioux City so he should be able to help with sign-ups.

> Sent from my U.S. Cellular BlackBerry® smartphone

>

> From: [REDACTED]@aol.com" <[REDACTED]@aol.com>

> Date: Sat, 26 Nov 2011 23:48:58 -0500

> To: Drew Klein<[REDACTED]@bachmannhq.com>; wes Personal<[REDACTED]@wesenos.com>;

[REDACTED]@theconceptworks.com<[REDACTED]@theconceptworks.com>; [REDACTED]@gmail.com<[REDACTED]@gmail.com>

> Subject: Re: Strategy for book signings?

> Isn't Sioux City a Barnes and Noble store? Don't we need sign-up sheets and lit distribution? I don't see how Pastor Gordon would care what we do at a B&N store.

>

> Those sheets really help get good info. Tonight, there were more than a dozen homeschool families there, and most of them were new families that I wouldn't have known about had we not done the sign-up sheets.

>

> Michele motioned to me in the middle of the book signing to ask if we were doing signup sheets. (She didn't see them because our intern had already started at the head of the line before Michele got there and by then was at the end of the line, signing up new people as they arrived. But Michele definitely was asking if we were getting people signed up.)

>

> If Tara is doing this alone, I need to send her the new sign-up sheets. Wish I'd known earlier; I was with her this evening. Let me know.

>

> Thanks.

> Barb

>

> Barb

>

>

>

>

> -----Original Message-----

> From: drew <[REDACTED]@bachmannhq.com>

> To: Wes Enos <[REDACTED]@wesenos.com>; Heki Barb <[REDACTED]@aol.com>; ewoolson

<[REDACTED]@theconceptworks.com>; Drew Klein <[REDACTED]@gmail.com>

> Sent: Sat, Nov 26, 2011 7:58 pm

> Subject: Re: Strategy for book signings?

>

> With Cary complaining about the entourage, we had planned on skipping that stop. She should attend with just her and Tera if possible.

> Sent from my U.S. Cellular BlackBerry® smartphone

>

> From: Wes Enos <[REDACTED]@wesenos.com>

> Date: Sat, 26 Nov 2011 16:09:36 -0500

> To: [REDACTED]@aol.com<[REDACTED]@aol.com>; [REDACTED]@theconceptworks.com<[REDACTED]@theconceptworks.com>;

[REDACTED]@gmail.com<[REDACTED]@gmail.com>; Drew Klein<[REDACTED]@bachmannhq.com>

> ReplyTo: wes Personal <[REDACTED]@wesenos.com>

> Subject: Re: Strategy for book signings?

> I'm fine with that. But we do need to discuss Sioux City, Drew are you and Peter going up there? Please advise.

> Sent from my Verizon Wireless BlackBerry

>

PW_0198

13-1274_0342

> From: [REDACTED]@aol.com
> Date: Sat, 26 Nov 2011 16:03:26 -0500 (EST)
> To: [REDACTED]@wesenos.com; <[REDACTED]@theconceptworks.com>; <[REDACTED]@gmail.com>;
<[REDACTED]@BachmannHQ.com>
> Subject: Re: Strategy for book signings?
> I talked to Eric yesterday, and Rich and I are going to Council Bluffs tomorrow for that signing, so that's covered, unless
you want to add more people.
>
> Barb
>
>
> <

--
Eric Woolson
President/CEO
The Concept Works, Inc.
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West Des Moines, IA 50265
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