



Michigan Department of State
Campaign Finance Complaint Form

BUREAU OF ELECTIONS • RICHARD H. AUSTIN BUILDING – 1st Floor
430 W. ALLEGAN STREET • LANSING, MICHIGAN 48918

This complaint form may be used to file a complaint alleging that someone violated the Michigan Campaign Finance Act (MCFA). For instructions on how to complete this form, see the Campaign Finance Complaint Guidebook & Procedures document. All spaces are required unless otherwise indicated.

Section 1. Complainant		
Your Name Anthony Borden		Daytime Telephone Number 734-674-0429
Mailing Address 2414 15th st.		
City Wyandotte	State MI	Zip 48170
Email (optional)		

Section 2. Alleged Violator		
Name Cathryn Neracher		
Mailing Address 17454 CEDAR LAKE CIR		
City Northville	State MI	Zip 48168
Email (optional)		

Section 3. Allegations (Use additional sheets if more space is needed.)

Section(s) of the MCFA alleged to be violated: 169.237, 169.252, 169.243, 169.226

Explain how those sections were violated:

Candidate has been using and publicizing a campaign office since May 2022. Neither an
In-kind contribution or expenditure has been reported on either of the campaign finance
reports that have been filed since May 20th. If the office is being in-kind to the campaign
it is very possible that the \$1,050 maximum donation threshold has been exceeded.

The office address is 729 W Ann Arbor Trl, Plymouth, MI 48170-1631, United States

Evidence included with the submission of the complaint that supports the allegations:

Screenshots of social media post dating back to May 20th campaign office opening party

Recent post of standing office hours.

Section 4. Certification (Required)

I certify that to the best of my knowledge, information, and belief, formed after a reasonable inquiry under the circumstances, each factual contention of this complaint is supported by evidence.

X

Anthony Barr
Signature of Complainant

9/19/2022

Date

Section 5. Certification without Evidence (Supplemental to Section 4)

If, after a reasonable inquiry under the circumstances, you are unable to certify that certain factual contentions are supported by evidence as indicated above, you may make the following certification:

I certify that to the best of my knowledge, information, or belief, there are grounds to conclude that the following specifically identified factual contentions are likely to be supported by evidence after a reasonable opportunity for further inquiry. Those specific contentions are:

X

Signature of Complainant

Date

Section 15(8) of the MCFA provides that a person who files a complaint with a false certification is responsible for a civil violation of the MCFA. The person may be required to pay a civil fine of up to \$1,000.00 and some, or all, of the expenses incurred by the Michigan Department of State and the alleged violator as a direct result of the filing of the complaint.

Section 6. Submission

Once completed, mail or hand deliver the complaint form with your evidence to the address below. The complaint is considered filed upon receipt by the Bureau of Elections.

Michigan Department of State
Bureau of Elections
Richard H. Austin Building – 1st Floor
430 West Allegan Street
Lansing, Michigan 48918

CATHRYN NERACHER POLITICAL OUTSIDER

PARENTS MATTER!

"The public schools of this state serve the needs of the pupils by cooperating with the pupil's parents and legal guardians to develop the pupil's intellectual capabilities and emotional skills in a safe and positive environment." (MCL 192.10) – see page 3

YOUR FAMILY BUDGET MATTERS!

The exorbitant gas prices, currently draining your family's budget, could have been stopped by the Michigan Democrats in Lansing who instead voted against temporarily suspending the gas tax denying Michigan families the relief they so desperately need.

SCHOOL & COMMUNITY SAFETY MATTERS!

After 9/11, we didn't ban airplanes; instead, we made airports and airplanes safer. Likewise, we need to be more aggressive in securing schools to keep our children safe.

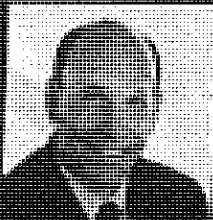
MEET CATHRYN...

...in March 2020, Cathryn Neracher's business – like so many others – was devastated by COVID-19 and Gretchen Whitmer's draconian lockdowns. Cathryn grew extremely frustrated by listening to story after story of struggling business owners and parents exasperated by confusing and sometimes seemingly illogical local and state mandates being imposed on their children. Everything that has happened since March 2020 has inspired Northville-based, female small business owner, Cathryn Neracher, to run to represent the people of her community as State Representative.

As your State Representative, Cathryn Neracher will work to restore and revitalize Michigan's economy, protect our kids from political indoctrination (of any kind), protect parental rights, and wasteful spending and redirect it to give a hand up – not a hand-out – to those who are truly in need, and protect our God-given, constitutional rights.



CATHRYN NERACHER PROUDLY ENDORSED BY



MARK ABBO

Northville Township
Commissioner



SCOTT FRUSH

Northville Township
Trustee



KURT HEISE

Northville Township
Commissioner



CHUCK CURMI

Northville Township
Trustee



LAURA TOY

Northville Township
Commissioner



ROB DONOVIC

Northville Township
Trustee

CATHRYN

JOIN TEAM CATHRYN TODAY AT VOTECATHRYN.COM

THE NEW YORK PUBLIC LIBRARY
ASTEN LENOX TILDEN FOUNDATION
455 FIFTH AVENUE, NEW YORK, N. Y. 10018

Livonia parents, students stage large protest over masks at school board meeting

[illegible]

Academic, emotional concerns outweigh COVID-19 risks in parents' views about keeping schools open



Michigan lawmakers clash as state enters national debate over transgender athletes

[illegible]

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Plymouth Canton approves school policy letting students use bathrooms according to gender identity

Figure 1. Schematic representation of the experimental design. The subjects were divided into two groups: the control group and the experimental group. The control group was divided into two subgroups: the control group and the control group. The experimental group was divided into two subgroups: the experimental group and the experimental group. The control group was divided into two subgroups: the control group and the control group. The experimental group was divided into two subgroups: the experimental group and the experimental group.

Gretchen Whitmer Raked In Over \$1 Million From Billionaires, Celebrity Donors While Attacking Her GOP Opponent's 'Special Interests' Ties

401(k) losses: Older investors' retirement funds hit hard

The following table shows the results of the regression analysis for the dependent variable "Number of children in the household" (N = 1,000). The table is organized into three columns: "Variable", "Coefficient", and "Standard Error". The variables are listed in the first column, and the corresponding coefficient and standard error are listed in the second and third columns, respectively. The table is organized into three columns: "Variable", "Coefficient", and "Standard Error". The variables are listed in the first column, and the corresponding coefficient and standard error are listed in the second and third columns, respectively.



Abstract

IT'S TIME FOR COMMON SENSE!
WWW.VOTECATHRYN.COM



Cathryn Neracher for State Representative

August 22 at 1:31 PM · 🌐

...

Need a yard sign? Want to learn more about how you can get involved in taking back Michigan's 22nd House District? Stop by our campaign office in the heart of Downtown Plymouth (729 W. Ann Arbor Trail, Plymouth, MI 48170).

Reserve your yard sign today.

https://docs.google.com/v/_/1FAIpQLSdsNwriBAQR1y.../viewform



TEAM CATHRYN

CAMPAIGN OFFICE HOURS

729 W. ANN ARBOR TRAIL, PLYMOUTH, MI 48170

GRAB A YARD SIGN | GET INVOLVED | LEARN MORE

MONDAY	10AM - 4PM
TUESDAY	CLOSED
WEDNESDAY	10AM - 4PM
THURSDAY	12PM - 4PM
FRIDAY	CLOSED

WWW.VOTECATHRYN.COM

PARENTS MATTER!

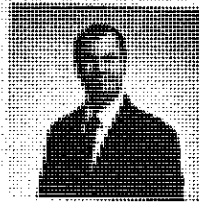
Parents matter. Michigan law says that it is the "natural and fundamental right of parents and legal guardians to determine the direct care, teaching, and education of their children."

Parents, do you know what this means? It means you alone have a choice as to whether your kids wear masks, get vaccinated, are homeschooled, or are sent to a charter school.

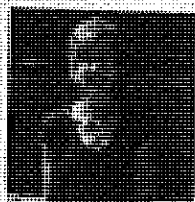
It also means that schoolteachers, administrators, board members, and superintendents have an obligation to be transparent and accountable to you regarding what your kids are being taught.

If you'd like to restore sanity and parental control when it comes to your child's education - remember mom and dad - YOU are in control. The law has your back and so does Cathryn Neracher.

Cathryn Neracher supports these school board candidates:



ANDREW ANDERSON
NORTHVILLE



KATHRYN SCHAEFER
NORTHVILLE



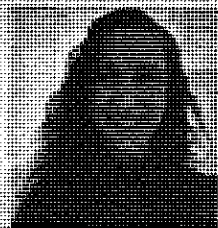
SCOTT MCKEE
NORTHVILLE



SHERYL PICARD
PLYMOUTH-CANTON



NATHAN MORIN
PLYMOUTH-CANTON



KEETA VENDIRAMANI
LIVONIA



PAMELA MORGAN
LIVONIA



JEFF FERGUSON
LIVONIA

JOIN US FOR
A MOMMA &
PAPA BEAR ICE CREAM
SOCIAL ON SUNDAY,
SEPTEMBER 18TH FROM
1:00-4:00PM AT
VETERAN'S PARK IN
LIVONIA.

MAMA & PAPA BEAR

ICE CREAM SOCIAL

SUNDAY • SEPTEMBER 18TH • 1:00 - 4:00 PM

VETERANS PARK

14407 VETERANS PARK RD.
LIVONIA, MI 48154

FEATURING

SCHOOL BOARD CANDIDATES FROM LIVONIA, PLYMOUTH, & NORTHVILLE

CATHRYN NERACHER, CANDIDATE FOR MI HOUSE, WILL SPEAK!

FREE ICE CREAM & BOUNCY HOUSES FOR THE KIDS!

SPECIAL GUEST

AVA SWISS

America's Got Talent
Semifinalist

INVITED SPECIAL GUESTS

TUDOR DIXON

Candidate for Governor

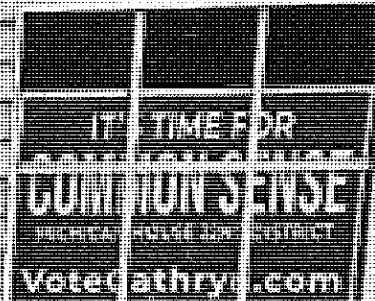
KRISTINA KARAMO

Candidate for SOS

TAMMY CARLONE, CPA
for State Board of Ed

CATHRYN NERACHER

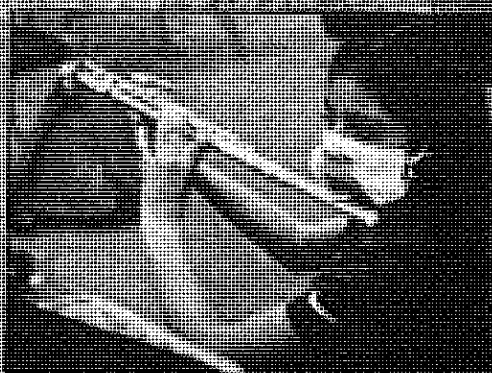
CANDIDATE FOR STATE REPRESENTATIVE



Northville, Northville Twp., Plymouth, Plymouth Twp., and Western Livonia

CATHRYN IS FED-UP! ARE YOU?

LIBERAL INDOCTRINATION



See Page 1

RIDICULOUS
INFLATION

See Page 4

REMEMBER WHAT
SHE DID!

See Page 4

SKYROCKETING GAS PRICES



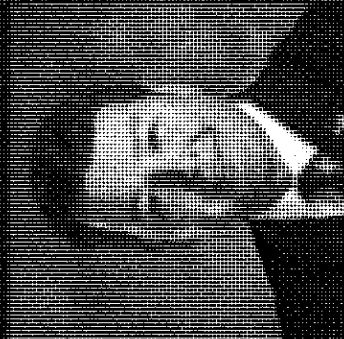
See Page 4

STAY TUNED FOR MORE ON EDUCATION & ECONOMY IN OUR NEXT EDITION

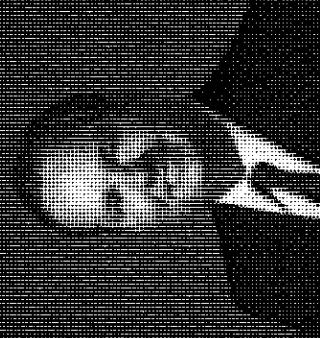
PROUDLY ENDORSED BY



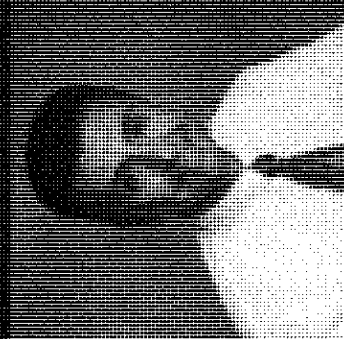
RIK ABBO
HARTFORD
SUPERVISOR



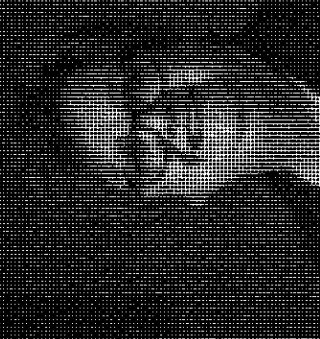
SCOTT FRUSH
HARTFORD
SUPERVISOR



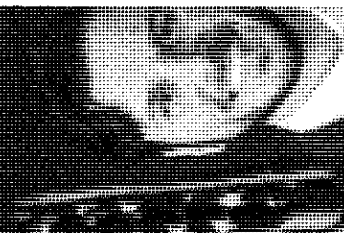
KURT HEISE
HARTFORD
SUPERVISOR



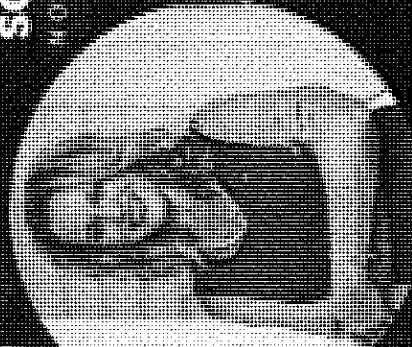
CHUCK CURMI
HARTFORD
SUPERVISOR



LAURA TOY
HARTFORD
SUPERVISOR



ROB DONO
HARTFORD
SUPERVISOR



**Cathryn Neracher for State
Representative**

517 followers • 118 following

Team Me

Message Follow

20



FRIDAY, MAY 20, 2022 AT 6:00 PM – 8:00 PM EDT

Team Neracher Campaign Office Grand Opening

729 W Ann Arbor Trl, Plymouth, MI 48170-1631, United States

About

Discussion

Details

- 18 people responded
- Event by Cathryn Neracher for State Representative
- 729 W Ann Arbor Trl, Plymouth, MI 48170-1631, United States
- Duration: 2 hr
- Public · Anyone on or off Facebook

Team Neracher invites YOU to the grand opening of the campaign office in the heart of Downtown Plymouth on Friday, May 20, 2022 from 6:00-8:00pm. Meet Cathryn Neracher, Republican ... See more

Party



729 W Ann Arbor Trl, Plymouth, MI 48170-1631, United States



STATE OF MICHIGAN
JOCELYN BENSON, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

September 26, 2022

Cathryn Neracher
17454 Cedar Lake Circle
Northville, MI 48168

Re: *Borden v. Neracher*
Campaign Finance Complaint No. 2022 – 09 – 116 – 37, 52, 43, 26

Dear Ms. Neracher:

The Department of State (Department) has received a formal complaint filed against you by Anthony Borden alleging that you violated the Michigan Campaign Finance Act (MCFA or Act). Specifically, the complaint alleges that you have maintained a campaign office since at least your publicized office grand opening on May 20, 2022 and that expenditures for it have not been reported on your campaign finance reports. If payments for the office have been in-kind to your committee, he alleges that those contributions exceed the maximum donation threshold and that they have likewise not been reported. The Department has verified independently that payments for the office are not reflected in your [campaign finance reports](#). A copy of the complaint is included with this notice.

The MCFA requires committees file contributions and expenditures with the appropriate filing official by specific dates. MCL 169.233(1) – (3). The Act requires a committee that receives or expends more than \$1,000 during any election to file campaign finance reports in compliance with the act. MCL 16.233(6). A person who knowingly omits or underreports expenditures required to be disclosed by the Act is subject to a civil fine of not more than \$1,000 or the amount of the expenditures omitted or underreported, whichever is greater. MCL 169.233(11).

The Act requires that in-kind contributions or expenditures be listed at fair market value and reported as both contributions and expenditures. MCL 169.226. In-kind contributions or expenditures are defined in the MCFA as contributions or expenditures other than money. MCL 169.209(4)

In Michigan, contributions to a candidate committee are governed by statute. Specifically, for a candidate for state representative, generally persons may not donate more than \$1,050.00. MCL 169.252(c) (Note: contribution limits are adjusted biennially in accordance with MCL 169.246.)

The purpose of this letter is to inform you of the Department's examination of these matters and your right to respond to the allegations before the Department proceeds further. It is important to understand that the Department is neither making this complaint nor accepting the allegations as true. The investigation and resolution of this complaint is governed by section 15 of the Act and the corresponding administrative rules, R 169.51 *et seq.* An explanation of the process is included in the enclosed guidebook.

If you wish to file a written response to this complaint, you are required to do so within 15 business days of the date of this letter. Your response may include any written statement or additional documentary evidence you wish to submit. Materials may be emailed to BOERegulatory@michigan.gov or mailed to the Department of State, Bureau of Elections, Richard H. Austin Building, 1st Floor, 430 West Allegan Street, Lansing, Michigan 48918. If you fail to submit a response, the Department will render a decision based on the evidence furnished by the complainant.

A copy of your answer will be provided to Mr. Borden, who will have an opportunity to submit a rebuttal statement to the Department. After reviewing the statements and materials provided by the parties, the Department will determine whether "there may be reason to believe that a violation of [the MCFA] has occurred [.]” MCL 169.215(10). Note that the Department's enforcement powers include the possibility of entering a conciliation agreement, conducting an administrative hearing, or referring this matter to the Attorney General for enforcement of the penalty provided in section 33(11) of the Act.

If you have any questions concerning this matter, you may contact the Regulatory Section of the Bureau of Elections at BOERegulatory@michigan.gov.

Sincerely,

Regulatory Section
Bureau of Elections
Michigan Department of State

DANIEL J WHOLIHAN – Attorney at Law
P.O. Box 1182
Brighton, MI 48116
(517) 896-9992

October 21, 2022

Michigan Department of State
Department of Elections
430 West Allegan
Lansing, MI 48918

Dear Bureau of Elections:

Re: Committee to Elect Matthew Bierlein - ID #518683

Ms. Cathryn Neracher retained me to address the complaint filed by Mr Anthony Borden. There was an oversight for not reporting the lease of a small office which is corrected on amended reports.

The “office” is a small room largely used for sign storage. It is being charged \$100 a month, in-kind contribution from the owners, Mark Wira and his wife. We are correcting the previous reports with an amendment and will be reporting this on our pre-general report as well this Friday. Thank you for your time.

Sincerely:

Daniel J Wholihan
Attorney at Law
(517) 896-9992



STATE OF MICHIGAN
JOCELYN BENSON, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

November 1, 2022

Anthony Borden
2414 15th St.
Wyandotte, MI 48170

Re: *Borden v. Neracher*
Campaign Finance Complaint No. 2022 – 09 – 116 – 37, 52, 43, 26

Dear Mr. Borden:

The Department of State received a response from Ms. Neracher to the complaint you filed against her alleging a violation of the Michigan Campaign Finance Act, 1976 P.A. 388, MCL 169.201 *et seq.* A copy of the response is provided as an enclosure with this letter.

You may file a rebuttal statement after reviewing the enclosed response. If you elect to file a rebuttal statement, you are required to do so within 10 business days of the date of this letter. The rebuttal statement may be emailed to BOERegulatory@michigan.gov or mailed to the Department of State, Bureau of Elections, Richard H. Austin Building, 1st Floor, 430 West Allegan Street, Lansing, Michigan 48918.

Sincerely,

Regulatory Section
Bureau of Elections
Michigan Department of State

MDOS-BOERegulatory

From: MDOS-BOERegulatory
Sent: Wednesday, January 25, 2023 12:31 PM
To: 'Dan Wholihan'
Subject: Borden v. Neracher complaint
Attachments: 2022.09.19 Complaint Borden v. Neracher.pdf; 2022.09.26 Facebook event Borden v. Neracher (link included in complaint email).PNG; 2022.10.26 Response Borden v. Neracher.pdf

Dear Mr. Wholihan,

The Department is working to resolve the Borden v. Neracher complaint and requires some additional information from you before issuing a determination. In your response to the notice, you indicated that the office referenced in the complaint is a “small room largely used for sign storage.” You went on to indicate that the \$100 month payment for use of the space is paid for by an in-kind contribution from the owners. I see that Ms. Neracher’s reports have been amended to reflect these in-kind contributions. However, according to a Facebook event for “Team Neracher Campaign Office Grand Opening”, to take place at the address indicated, 18 people responded that they would attend the grand opening. Additionally, a picture submitted with the complaint shows the candidate in front of the building, and it appears to be a larger space than what would be needed for sign storage. Please provide any additional information to indicate that \$100/month is fair market value for the space. The complaint, your response, and a screenshot of the Facebook event are attached.

Regulatory Section

[Bureau of Elections](#)

Michigan Department of State

Main: 517-335-3234

BOERegulatory@Michigan.gov

MDOS-BOERegulatory

From: Dan Wholihan <dwhol@sbcglobal.net>
Sent: Wednesday, February 15, 2023 3:43 PM
To: MDOS-BOERegulatory
Subject: Re: Borden v. Neracher complaint

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

I have a call in to Mark (landlord). I'm waiting for a call back and the information I need from him and will update you ASAP when I hear back.

Dan Wholihan

On Friday, February 10, 2023 at 09:38:29 PM EST, MDOS-BOERegulatory <mdos-boeregulatory@michigan.gov> wrote:

Dear Mr. Wholihan,

Your attention to the questions below would be appreciated. If the Department does not receive a response by next Wednesday, February 15, it will proceed to the determination phase based on the current submissions.

Thank you,

Regulatory Section

[Bureau of Elections](#)

Michigan Department of State

Main: 517-335-3234

BOERegulatory@Michigan.gov

From: MDOS-BOERegulatory
Sent: Wednesday, January 25, 2023 12:31 PM
To: 'Dan Wholihan' <dwhol@sbcglobal.net>
Subject: Borden v. Neracher complaint

Dear Mr. Wholihan,

The Department is working to resolve the Borden v. Neracher complaint and requires some additional information from you before issuing a determination. In your response to the notice, you indicated that the office referenced in the complaint is a “small room largely used for sign storage.” You went on to indicate that the \$100 month payment for use of the space is paid for by an in-kind contribution from the owners. I see that Ms. Neracher’s reports have been amended to reflect these in-kind contributions. However, according to a Facebook event for “Team Neracher Campaign Office Grand Opening”, to take place at the address indicated, 18 people responded that they would attend the grand opening. Additionally, a picture submitted with the complaint shows the candidate in front of the building, and it appears to be a larger space than what would be needed for sign storage. Please provide any additional information to indicate that \$100/month is fair market value for the space. The complaint, your response, and a screenshot of the Facebook event are attached.

Regulatory Section

[Bureau of Elections](#)

Michigan Department of State

Main: 517-335-3234

BOERegulatory@Michigan.gov

REAL ESTATE LEASE

This Lease Agreement (this "Lease") is made effective as of May 20, 2022, by and between Ann Arbor Building, LLC ("Landlord"), and Friends for Cathryn Neracher for State Representative Cathryn Neracher ("Tenant"). The parties agree as follows:

PREMISES. Landlord, in consideration of the lease payments provided in this Lease, leases to Tenant commercial office space known as the first floor of Ann Arbor Building, LLC (the "Premises") located at 729 W. Ann Arbor Trail, Suite, Plymouth, MI 48170. Also included is the storage space located on the lower level (basement) known as the elevator storage room.

TERM. The lease term will begin on May 20, 2022 and will terminate on May 31, 2023. Automatic renewal of this lease occurs each June 1st with a 3% cost of living adjustment. A 10-day notice is required to terminate this agreement. Agreement can be terminated by either party.

LEASE PAYMENTS. Tenant shall pay to Landlord monthly payments of \$100.00 per month, payable in advance on the first day of each month, for a total annual lease payment of \$1,200.00. In kind donation to the Friend for Cathryn Neracher for State Representative by Mark T. Wira and Agnieszka V. Wira for the balance of the monthly lease agreement will continue until the maximum allowable donation limit for a married couple is reached. Once this limit is reached the Lease payments shall be made to the Landlord: Ann Arbor Building, LLC at 729 W. Ann Arbor Trail, Plymouth, MI 48170, which address may be changed from time to time by the Landlord.

SECURITY DEPOSIT. At the time of the signing of this Lease, Tenant shall pay to Landlord, in trust, a security deposit of \$0.00 to be held and disbursed for Tenant damages to the Premises (if any) as provided by law.

POSSESSION. Tenant shall be entitled to possession on the first day of the term of this Lease and shall yield possession to Landlord on the last day of the term of this Lease, unless otherwise agreed by both parties in writing.

USE OF PREMISES. Tenant may use the Premises only for general office space. The Premises may be used for any other purpose only with the prior written consent of Landlord, which shall not be unreasonably withheld. Tenant shall notify Landlord of any anticipated extended absence from the Premises not later than the first day of the extended absence.

UTILITIES. Tenant shall be entitled to basic utilities, water, gas electricity

STORAGE. Tenant shall be entitled to store items of personal property in the basement during the term of this Lease. Landlord shall not be liable for loss of or damage to, such stored items.

PROPERTY INSURANCE. Landlord and Tenant shall each be responsible to maintain appropriate insurance for their respective interests in the Premises and property located on the

Premises. Landlord shall be named as an insured in such policies. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies. Tenant shall also maintain any other insurance which Landlord may reasonably require for the protection of Landlord's interest in the Premises.

LIABILITY INSURANCE. Tenant shall maintain liability insurance in a total aggregate sum of at least \$100,000.00. Tenant shall deliver appropriate evidence to Landlord as proof that adequate insurance is in force. Landlord shall have the right to require that the Landlord receive notice of any termination of such insurance policies.

RENEWAL TERMS. This Lease shall automatically renew for an additional period of 1 year per renewal term, unless either party gives written notice of the termination no later than 60 days prior to the end of the term or renewal term. The lease terms during any such renewal term shall be the same as those contained in this Lease except that the lease payment shall be \$4,120.00 then 3% per year annual cost of living adjustment.

MAINTENANCE.

Landlord's obligations for maintenance shall include:

- the roof, outside walls, and other structural parts of the building
- the parking lot, driveways, and sidewalks, including snow and ice removal
- the sewer, water pipes, and other matters related to plumbing
- the electrical wiring
- the air conditioning system
- the heating system

Tenant's obligations for maintenance shall include:

- interior walls and effects to be maintained in the original condition. Weekly Office cleaning of approximately \$150 monthly. Service is provided weekly
- all other items of maintenance not specifically delegated to Landlord under this Lease.

TAXES. Taxes attributable to the Premises or the use of the Premises shall be allocated as follows:

REAL ESTATE TAXES. Landlord shall pay all real estate taxes and assessments for the Premises.

PERSONAL TAXES. Tenant shall pay all personal taxes and any other charges which may be levied against the Premises, and which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with lease payments.

TERMINATION UPON SALE OF PREMISES. Notwithstanding any other provision of this Lease, Landlord may terminate this lease upon 60 days' written notice to Tenant that the Premises have been sold.

DESTRUCTION OR CONDEMNATION OF PREMISES. If the Premises are partially destroyed in a manner that prevents the conducting of Tenant's use of the Premises in a normal manner, and if the damage is reasonably repairable within sixty days after the occurrence of the destruction, and if the cost of repair is less than \$100,000.00, Landlord shall repair the Premises and lease payments shall abate during the period of the repair. However, if the damage is not repairable within sixty days, or if the cost of repair is \$100,000.00 or more, or if Landlord is prevented from repairing the damage by forces beyond Landlord's control, or if the property is condemned, this Lease shall terminate upon twenty days' written notice of such event or condition by either party.

DEFAULTS. Tenant shall be in default of this Lease if Tenant fails to fulfill any lease obligation or term by which Tenant is bound. Subject to any governing provisions of law to the contrary, if Tenant fails to cure any financial obligation within 30 days (or any other obligation within 30 days) after written notice of such default is provided by Landlord to Tenant, Landlord may take possession of the Premises without further notice (to the extent permitted by law), and without prejudicing Landlord's rights to damages. In the alternative, Landlord may elect to cure any default and the cost of such action shall be added to Tenant's financial obligations under this Lease. Tenant shall pay all costs, damages, and expenses (including reasonable attorney fees and expenses) suffered by Landlord by reason of Tenant's defaults. All sums of money or charges required to be paid by Tenant under this Lease shall be additional rent, whether or not such sums or charges are designated as "additional rent". The rights provided by this paragraph are cumulative in nature and are in addition to any other rights afforded by law.

LATE PAYMENTS. Tenant shall pay a late fee equal to \$0.00 for each payment that is not paid within 10 days after its due date.

HOLDOVER. If Tenant maintains possession of the Premises for any period after the termination of this Lease ("Holdover Period"), Tenant shall pay to the Landlord a lease payment for the Holdover Period equal to the normal payment rate set forth in the following Renewal Terms paragraph.

CUMULATIVE RIGHTS. The rights of the parties under this Lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

NON-SUFFICIENT FUNDS. Tenant shall be charged \$10.00 for each check that is returned to Landlord for lack of sufficient funds.

REMODELING OR STRUCTURAL IMPROVEMENTS. Tenant shall have the obligation to conduct any construction or remodeling (at Tenant's expense) that may be required to use the Premises as specified above. Tenant may also construct such fixtures on the Premises (at Tenant's expense) that appropriately facilitate its use for such purposes. Such construction shall be undertaken, and such fixtures may be erected only with the prior written consent of the Landlord which shall not be unreasonably withheld. At the end of the lease term, Tenant shall be entitled to remove (or at the request of Landlord shall remove) such fixtures and shall restore the Premises to substantially the same condition of the Premises at the commencement of this Lease.

ACCESS BY LANDLORD TO PREMISES. Subject to Tenant's consent (which shall not be unreasonably withheld), Landlord shall have the right to enter the Premises to make inspections, provide necessary services, or show the unit to prospective buyers, mortgagees, tenants or workers. As provided by law, in the case of an emergency, Landlord may enter the Premises without Tenant's consent.

INDEMNITY REGARDING USE OF PREMISES. To the extent permitted by law, Tenant agrees to indemnify, hold harmless, and defend Landlord from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, if any, which Landlord may suffer or incur in connection with Tenant's use or misuse of the Premises.

DANGEROUS MATERIALS. Tenant shall not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might substantially increase the danger of fire on the Premises, or that might be considered hazardous by a responsible insurance company, unless the prior written consent of Landlord is obtained, and proof of adequate insurance protection is provided by Tenant to Landlord.

MECHANICS LIENS. Neither the Tenant nor anyone claiming through the Tenant shall have the right to file mechanics liens or any other kind of lien on the Premises and the filing of this Lease constitutes notice that such liens are invalid. Further, Tenant agrees to (1) give actual advance notice to any contractors, subcontractors or suppliers of goods, labor, or services that such liens will not be valid, and (2) take whatever additional steps that are necessary in order to keep the premises free of all liens resulting from construction done by or for the Tenant.

ARBITRATION. Any controversy or claim relating to this contract, including the construction or application of this contract, will be settled by binding arbitration under the rules of the American Arbitration Association, and any judgment granted by the arbitrator(s) may be enforced in any court of proper jurisdiction.

SUBORDINATION OF LEASE. This Lease is subordinate to any mortgage that now exists, or may be given later by Landlord, with respect to the Premises.

ASSIGNABILITY/SUBLETTING. Tenant may not assign or sublease any interest in the Premises, nor effect a change in the majority ownership of the Tenant (from the ownership existing at the inception of this lease), without the prior written consent of Landlord, which shall not be unreasonably withheld.

NOTICE. Notices under this Lease shall not be deemed valid unless given or served in writing and forwarded by mail, postage prepaid, addressed as follows:

LANDLORD:

Name: Ann Arbor Building, LLC
Address: 729 W. Ann Arbor Trail
Plymouth, MI 48170

TENANT:

Name: Friends for Cathryn Neracher for State Representative
Address: 729 W. Ann Arbor Trail
Plymouth, Michigan 48170

Such addresses may be changed from time to time by either party by providing notice as set forth above.

GOVERNING LAW. This Lease shall be construed in accordance with the laws of the State of Michigan.

ENTIRE AGREEMENT/AMENDMENT. This Lease Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Lease may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

SEVERABILITY. If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

WAIVER. The failure of either party to enforce any provisions of this Lease shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Lease.

Ann Arbor Building, LLC (LANDLORD):

By: 
Mark T. Wira,
Managing Member

Date: 5/20/2022

Friends for Cathryn Neracher for State Representative (TENANT):

By: _____ Date: _____
Friends for Cathryn Neracher for State Representative,
Cathryn Neracher

From: [Dan Wholihan](#)
To: [MDOS-BOERegulatory](#)
Subject: Re: Borden v. Neracher complaint
Date: Monday, March 6, 2023 10:45:07 AM
Attachments: [LEASE AGREEMENT Friends for Cathryn Neracher dated 05202022.pdf](#)

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

I do finally have an update. Hopefully this is what you were looking for.

There was no cleaning fee assessed and all cleaning responsibilities were from the campaign.

Dan Wholihan

On Wednesday, March 1, 2023 at 04:59:54 PM EST, MDOS-BOERegulatory <mdos-boeregulatory@michigan.gov> wrote:

Mr. Wholihan,

Do you have an update on this matter?

Thank you,

Bureau of Elections, Regulatory Section

Michigan Department of State

Secretary of State Jocelyn Benson

P.O. Box 20126

Lansing, Michigan 48901

From: Dan Wholihan <dwhol@sbcglobal.net>
Sent: Wednesday, February 15, 2023 3:43 PM
To: MDOS-BOERegulatory <MDOS-BOERegulatory@michigan.gov>
Subject: Re: Borden v. Neracher complaint

CAUTION: This is an External email. Please send suspicious emails to abuse@michigan.gov

I have a call in to Mark (landlord). I'm waiting for a call back and the information I need from him and will update you ASAP when I hear back.

Dan Wholihan

On Friday, February 10, 2023 at 09:38:29 PM EST, MDOS-BOERegulatory <mdos-boeregulatory@michigan.gov> wrote:

Dear Mr. Wholihan,

Your attention to the questions below would be appreciated. If the Department does not receive a response by next Wednesday, February 15, it will proceed to the determination phase based on the current submissions.

Thank you,

Regulatory Section

[Bureau of Elections](#)

Michigan Department of State

Main: 517-335-3234

BOERegulatory@Michigan.gov

From: MDOS-BOERegulatory
Sent: Wednesday, January 25, 2023 12:31 PM
To: 'Dan Wholihan' <dwhol@sbcglobal.net>
Subject: Borden v. Neracher complaint

Dear Mr. Wholihan,

The Department is working to resolve the Borden v. Neracher complaint and requires some additional information from you before issuing a determination. In your response to the notice, you indicated that the office referenced in the complaint is a "small room largely used for sign storage." You went on to indicate that the \$100 month payment for use of the space is paid for by an in-kind contribution from the owners. I see that Ms. Neracher's reports have been amended to reflect these in-kind contributions. However, according to a Facebook event for "Team Neracher Campaign Office Grand Opening", to take place at the address indicated, 18 people responded that they would attend the grand opening. Additionally, a picture submitted with the complaint shows the candidate in front of the building, and it appears to be a larger space than what would be needed for sign storage. Please provide any additional information to

indicate that \$100/month is fair market value for the space. The complaint, your response, and a screenshot of the Facebook event are attached.

Regulatory Section

[Bureau of Elections](#)

Michigan Department of State

Main: 517-335-3234

BOERegulatory@Michigan.gov



STATE OF MICHIGAN
JOCELYN BENSON, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

March 22, 2023

Daniel J. Wholihan
Attorney for Cathryn Neracher
P.O. Box 1182
Brighton, MI 48116

Re: *Borden v. Neracher*
Campaign Finance Complaint No. 2022-09-116-37, 52, 43, 26

Dear Mr. Wholihan:

The Department of State (Department) has finished investigating the campaign finance complaint filed against your client by Anthony Borden alleging that Ms. Neracher violated the Michigan Campaign Finance Act (MCFA or Act). This letter concerns the disposition of that complaint.

Specifically, the complaint alleges that Ms. Neracher has maintained a campaign office since at least her publicized office grand opening on May 20, 2022 and that expenditures for it were not reported on her campaign finance reports. If payments for the office were in-kind to your committee, he alleged that those contributions exceeded the maximum donation threshold and that they likewise were not reported. The Department has verified independently that payments for the office were not reflected in her [campaign finance reports](#) as of the date the notice was mailed.

You responded to the complaint in a letter dated October 21, 2022. In your response, you claimed that Ms. Neracher's failure to report payment for the campaign office was an oversight and was corrected in amended reports. You stated that the office is a small room used largely for sign storage and that she was charged "\$100 a month, in-kind contribution from the owners, Mark Wira and his wife." Finally, you indicated that previous reports would be amended to indicate the in-kind contribution and that it would be reported on the report due the following Friday.

Mr. Borden was provided with the opportunity to submit a rebuttal statement in a letter dated November 3, 2023; to date, no rebuttal has been received.

The MCFA requires committees file contributions and expenditures with the appropriate filing official by specific dates. MCL 169.233(1) – (3). The Act requires a committee that receives or expends more than \$1,000 during any election to file campaign finance reports in compliance

with the act. MCL 16.233(6). A person who knowingly omits or underreports expenditures required to be disclosed by the Act is subject to a civil fine of not more than \$1,000 or the amount of the expenditures omitted or underreported, whichever is greater. MCL 169.233(11).

The Act requires that in-kind contributions or expenditures be listed at fair market value and reported as both contributions and expenditures. MCL 169.226. In-kind contributions or expenditures are defined in the MCFA as contributions or expenditures other than money. MCL 169.209(4)

The Department understands your statement to indicate that Mark Wira and his wife provided use of the storage room as an in-kind contribution to Ms. Neracher's committee and indicated as much by a \$100 monthly in-kind contribution, which covered the rental cost of the room.

The Department has verified that the \$100 in-kind contribution of the cost associated with rental of the storage room was reported in Ms. Neracher's pre-general report, submitted October 28, 2022, as well as her amended pre-primary report and amended post-primary report, submitted November 7, 2022.

However, upon review of the submitted materials, the Department noted that regarding the Facebook event for "Team Neracher Campaign Office Grand Opening," to take place at the address indicated, 18 people responded that they would attend the grand opening. Additionally, a picture submitted with the complaint shows the candidate in front of the building, and it appears to be a larger space than what would be needed for sign storage. Accordingly, the Department asked you in a January 25, 2023 email to submit additional evidence to show that \$100 monthly payment was fair market value for rental of that space.

You responded on March 6, 2023 and included the lease agreement for the space in question. The lease agreement indicates monthly payments of \$100 monthly, for a total of \$1,200 yearly, but states that the premises leased are "the first floor of Ann Arbor Building, LLC...located at 729 W. Ann Arbor Trail, Suite, Plymouth, MI 48170. Also included is the storage space located on the lower level (basement) known as the elevator storage room." Further, the lease indicates that the lease terms during any renewal term would be "the same as those contained in this Lease except that the lease payment shall be \$4,120.00 then 3% per year annual cost of living adjustment."

The Department has reviewed the evidence submitted in this matter and finds that sufficient evidence has been presented to support a finding of a potential violation of the MCFA. You acknowledged in your response that Ms. Neracher had, in fact, failed to report the in-kind contribution on the applicable reports. You then amended that report to include the in-kind contribution of rental amounts, but your subsequent submission of the lease agreement indicates that \$100 is not fair market value for the monthly rental of the premises.

First, contrary to your assertion in your response that the space was "a small room largely used for sign storage," the lease indicates that Ms. Neracher's lease included the entire first floor of

the building as well as a storage space in the basement. Upon review, the building appears to be a substantial commercial building on a major thoroughfare in Plymouth, MI. Indeed, the Facebook grand opening event indicates that at least 18 people intended to attend the event. It is unclear why Ms. Neracher would have conducted a grand opening event for a storage space; the fact that the space was the first floor of a building also clarifies how 18 people could have fit in the space for the grand opening.

Additionally, the renewal terms in the lease agreement of a yearly lease amount of \$4,120, rather than the \$1,200 yearly lease amount enjoyed by Ms. Neracher, indicates that \$4,120 is more likely the actual fair market value of the space. Indeed, it is possible that \$4,120 is also a more favorable lease amount than would be available to the general public, though one less favorable than the initial lease terms.

After reaching this conclusion, the Act requires the Department to “endeavor to correct the violation or prevent a further violation by using informal methods[.]” if it finds that “there may be reason to believe that a violation...has occurred[.]” MCL 169.215(10). The objective of an informal resolution is “to correct the violation or prevent a future violation[.]” *Id.*

The Department concludes that the actual value of the in-kind contribution to Ms. Neracher was \$4,120—the amount that would apply in the case of a lease renewal. Therefore, in order to remedy the violation, Ms. Neracher must amend her campaign statements to indicate the actual value of the in-kind contribution. Because an individual was prohibited from contributing more than \$1,050 during the relevant time period,¹ for a total of \$2,100 from the Wiras, Ms. Neracher must then pay the balance of the amount for the lease, or \$2,020. Additionally, given that she intentionally underreported the amount of the in-kind contribution once she was made aware of the complaint, coupled with the fact that she portrayed the lease of the first floor of the commercial space as “a small room used largely for sign storage[.]” the Department determines that it is appropriate that she pay a fine equal to that amount to the Department.

This letter serves to notify you and your clients that the Department has determined there may be reason to believe that you have violated the Act and to notify you and your clients that the Department is beginning the informal resolution process. “If, after 90 business days, the secretary of state is unable to correct or prevent further violation by these informal methods, the secretary of state shall do either of the following:

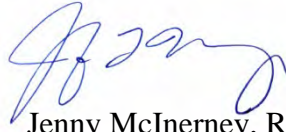
- (a) Refer the matter to the attorney general for the enforcement of any criminal penalty provided by this act.
- (b) Commence a hearing as provided in subsection (11) for enforcement of any civil violation.”

MCL 169.215(11).

Please contact the undersigned at BOERegulatory@Michigan.gov by August 1, 2023 to discuss a resolution to matter.

¹ The contribution limit was raised to \$1,225 on January 1, 2023 in accordance with MCL 169.246.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jenny McInerney", is positioned above the typed name.

Jenny McInerney, Regulatory Attorney
Bureau of Elections
Michigan Department of State



STATE OF MICHIGAN
JOCELYN BENSON, SECRETARY OF STATE
DEPARTMENT OF STATE
LANSING

August 8, 2023

The Honorable Dana Nessel
Department of Attorney General
G. Mennen Williams Building
525 West Ottawa Street
Lansing, MI 48933

Re: *Borden v. Neracher*
Michigan Campaign Finance Complaint

Dear Attorney General Nessel:

Please allow this letter to serve as a referral to the Attorney General of the above referenced campaign finance matter for the enforcement of any criminal penalties under the Michigan Campaign Finance Act. MCL 169.215(10)(a).

If you or your staff would like any additional information regarding this case, please contact this office.

Sincerely

s/ Michael J. Brady

Michael J. Brady, Chief Legal Director
Michigan Secretary of State

cc: Heather Meingast, Division Chief, CLEE Division