

CAMPAIGN FINANCE COMPLAINT

Complainant: Lonnie Scott
614 Seymour Avenue
Lansing, MI 48933

- Alleged Violators:
- 1) Tudor Dixon for Governor, Inc. (“Dixon”)
123 W. Allegan, Suite 900
Lansing, MI 48933
 - 2) Get Michigan Working Again
(Super PAC) (“GMWA”)
1747 Pennsylvania Avenue, N.W., Suite 250
Washington, D.C. 20006
 - 3) Republican Governors Association (“RGA”)
1747 Pennsylvania Avenue, N.W., Suite 250
Washington, D.C. 20006

Sections of the MCFA alleged to be violated include but are not limited to: MCL 169.215(15); 169.216(9); 169.222; 169.224b; 169.224c; 169.226(1)(i) and (j); 169.226(2); 169.231; 169.233(3), (7), (8), (10), and (11); 169.237; 169.247, and 169.254.

INTRODUCTION

“Voters have an interest in knowing where politicians are getting their money and how that money is being spent.”

– League of Women Voters
of the United States

“[D]isclosure permits citizens . . . to react to the speech of corporate entities in a proper way. This transparency enables the electorate to make informed decisions and give proper weight to different speakers and messages.”

– *Citizens United v FEC*,
558 US 310, 371; 130 S Ct 876;
175 L Ed 2d 753 (2010)

In laying the legal groundwork for the creation of Super PAC’s, the Supreme Court in *Citizens United v FEC*, 558 US 310; 130 S Ct 876; 175 L Ed 2d 753 (2010), relied heavily on the

benefits of full, prompt disclosure of the sources of political contributions and expenditures to justify ending a century of prohibition on the use of corporate funds to engage in political speech. *See id* at 370–71. The premise of the Court’s reliance on disclosure and transparency was that the disclosures are *accurate and true*. That premise has been violated here on a massive scale.

Get Michigan Working Again is a pleasant-sounding name but it is a mirage—a façade hiding the fact that the RGA has been illegally making expenditures in its name. GMWA’s expenditure reports are false, as are its identification on all of its communications—those reports should disclose that RGA is making the expenditures and RGA’s name belongs on all of those communications.

Moreover, because on information and belief RGA has been actively working and coordinating with the Dixon campaign while also engaging in independent expenditures, the RGA and Dixon have broken the law prohibiting coordination between a candidate and an entity making independent expenditures in her race.

THE LEGAL AND EVIDENTIARY STANDARDS

The Legal Standard

The MCFA requires an investigation of a complaint’s allegations, MCL 169.215(9), in order to determine “whether or not there *may be reason to believe* that a violation” of the MCFA has occurred, MCL 169.215(10) (emphasis added); *see also* Mich Admin Code, R 169.54–.56 (reciting the statutory reason to believe standard). The MCFA does not define “reason to believe” (“RTB”) nor has the Department of State promulgated an administrative rule defining that term. However, in interpreting the MCFA, the Department has long looked to the Federal Election Campaign Act (“FECA”) and the Federal Election Commission (“FEC”) rules. *See, e g*, Letter from Phillip T. Frangos, Director, Michigan Department of State, Office of Hearings and

Legislation, to David A. Lambert (October 31, 1984), p 3.

The FEC defines RTB as follows:

The Act requires that the Commission find “reason to believe that a person has committed, or is about to commit, a violation” of the Act as a precondition to opening an investigation into the alleged violation. 2 U.S.C. § 437g(a)(2). A “reason to believe” finding *is not a finding that the respondent violated the Act, but instead simply means that the Commission believes a violation may have occurred.*

FEC, *Guidebook for Complainants and Respondents on the FEC Enforcement Process* (May 2012), p 12 (emphasis added).

Thus, a complaint does not have to prove that a violation, or even a “potential” violation, of the MCFA occurred, only that there “may be reason to believe” that a violation occurred.

The Evidentiary Standard

The Department does not apply rigid courtroom rules of evidence at this preliminary stage. Under the Administrative Procedures Act (“APA”), the rules of evidence in an administrative proceeding are that “an agency may admit and give probative effect to evidence of a type commonly relied upon by reasonably prudent [persons] in the conduct of their affairs.” MCL 24.275. This standard means that the Department is not subject to “rigid courtroom rules on evidence,” *Rentz v Gen Motors Corp*, 70 Mich App 249, 253; 245 NW2d 705 (1976), but has “wide latitude” in considering evidence, *Young v Liquor Control Comm*, 39 Mich App 101, 103; 197 NW2d 295 (1972) (*per curiam*). That wide latitude includes reliance on circumstantial evidence and the drawing of reasonable inferences from direct or circumstantial evidence. *See, e.g., Mich Ed Ass’n v Secretary of State*, 241 Mich App 432, 445; 616 NW2d 234 (2000) (in resolving campaign finance complaints, the Department can rely on a circumstantial evidence and reasonable inferences).

As demonstrated below, applying these standards to the facts here easily meets the

threshold that there “may be reason to believe” that Dixon, GMWA, and the RGA committed several violations of the MCFA.

ALLEGED VIOLATIONS

False Reports by GMWA and Failure to Register and Report by RGA

GMWA has reported spending hundreds of thousands of dollars on independent expenditures in the gubernatorial election on its campaign finance reports. However, RGA has reported to the IRS that it—RGA—actually made those expenditures, not GMWA, on its Form 8872 reports.

The first four columns of this chart includes publicly reported expenditures of GMWA by vendor, purpose, amount, and date since its registration in March 2021. The final 3 columns are the RGA’s reported expenditures to the IRS on its Form 8872’s to the *same* vendor in *identical* amounts for the *same* purpose and usually on the *same* date:¹

GMWA EXPENDITURES				RGA EXPENDITURES		
Vendor	Purpose	Amount	Date	Amount	Date	Purpose
Michael Coscia	Production of Coasters	\$2,382.88	3/29/2021	\$2,383.00	3/29/2021	Campaign Materials
GoDaddy.com	Web Development	\$50.32	3/24/2021	\$50.00	3/24/2021	Web Development

¹ Sources: Get Michigan Working Again Super PAC, April Quarterly Committee Statement (April 23, 2021), https://cfrsearch.nictusa.com/documents/510076/details/filing/expenditures?schedule=*&changes=0&page=1; Get Michigan Working Again Super PAC, July Quarterly Committee Statement (July 26, 2021), https://cfrsearch.nictusa.com/documents/513626/details/filing/expenditures?schedule=*&changes=0&page=1; Get Michigan Working Again Super PAC, October Quarterly Committee Statement (October 25, 2021), https://cfrsearch.nictusa.com/documents/516246/details/filing/expenditures?schedule=*&changes=0&page=1; Get Michigan Working Again Super PAC, January Quarterly Committee Statement (January 28, 2022), https://cfrsearch.nictusa.com/documents/519003/details/filing/expenditures?schedule=*&changes=0&page=1; Get Michigan Working Again Super PAC, July Quarterly Committee Statement (July 25, 2022), https://cfrsearch.nictusa.com/documents/528384/details/filing/expenditures?schedule=*&changes=0&page=1; Get Michigan Working Again Super PAC, October Quarterly Committee Statement (October 25, 2022), https://cfrsearch.nictusa.com/documents/535334/details/filing/expenditures?schedule=*&changes=0&page=1; Republican Governors Association, Mid-Year Report (June 30, 2021), https://forms.irs.gov/app/pod/basicSearch/search?_eventId_displayForm=true&formId=125966&formtype=e8872&execution=e1s3; Republican Governors Association, Year End Report (January 31, 2022), https://forms.irs.gov/app/pod/basicSearch/search?_eventId_displayForm=true&formId=129026&formtype=e8872&execution=e1s3; Republican Governors Association, Second Quarter Report (July 15, 2022), <https://forms.irs.gov/app/pod/basicSearch/search?execution=e1s3&pacid=6562&format=>; Republican Governors Association, Third Quarter Report (October 17, 2022), <https://forms.irs.gov/app/pod/basicSearch/search?execution=e1s3&pacid=6562&format=>.

Pinpoint Media LLC	Media Placement	\$501,239.00	5/14/2021	\$501,239.00	5/24/2021	Media Placement
Targeted Victory LLC	Online Fundraising	\$35,119.58	7/16/2021	\$35,120.00	7/16/2021	Digital Fundraising
Pinpoint Media LLC	Media Placement	\$28,500.00	5/11/2021	\$28,500.00	5/11/2021	Media Placement
Something Else Strategies LLC	Media Production	\$36,770.00	7/16/2021	\$36,770.00	7/16/2021	Media Production
Public Opinion Strategies LLC	Polling	\$19,000.00	7/1/2021	\$19,000.00	7/1/2021	Polling
Facebook, Inc.	Digital Media Placement	\$17,000.00	5/24/2021	\$17,000.00	5/24/2021	Digital Media Placement
Cygnal LLC	Digital Media Placement	\$12,900.00	7/16/2021	\$12,900.00	7/16/2021	Polling
OPN Sesame	Digital Media Placement	\$11,090.00	7/16/2021	\$11,090.00	7/16/2021	Digital Media Placement
Ragnar Research Partners LLC	Polling	\$5,250.00	4/30/2021	\$5,250.00	4/30/2021	Polling
Facebook, Inc.	Digital Media Placement	\$5,000.00	6/3/2021	\$5,000.00	6/3/2021	Digital Media Placement
Something Else Strategies LLC	Media Production	\$3,500.00	5/24/2021	\$3,500.00	5/24/2021	Media Production
Pinpoint Media LLC	Media Placement	\$1,125.00	7/1/2021	\$1,125.00	7/1/2021	Media Placement
Facebook, Inc.	Digital Media Placement	\$1,000.00	4/30/2021	\$1,000.00	4/12/2021	Digital Media Placement
FedEx	IE Postage	\$407.77	5/6/2021	\$408.00	5/6/2021	Postage
FedEx	IE Postage	\$179.85	5/5/2021	\$180.00	5/4/2021	Postage
FedEx	IE Postage	\$39.01	5/7/2021	\$39.00	5/7/2021	Postage
FedEx	IE Postage	\$31.93	5/12/2021	\$32.00	5/12/2021	Postage
WinRed Technical Services LLC	Merchant Fees	\$31.36	6/3/2021	\$31.00	6/3/2021	Credit Card Merchant Fees
WinRed Technical Services LLC	Merchant Fees	\$19.54	5/26/2021	\$20.00	5/26/2021	Credit Card Merchant Fees
WinRed Technical Services LLC	Merchant Fees	\$14.59	5/25/2021	\$15.00	5/25/2021	Credit Card Merchant Fees
FedEx	IE Postage	\$14.27	5/20/2021	\$14.00	5/20/2021	Postage
FedEx	IE Postage	\$10.10	5/11/2021	\$10.00	5/11/2021	Postage
Chain Bridge Bank N.A.	Bank Fees	\$10.00	7/16/2021	\$10.00	7/16/2021	Bank Fees
Chain Bridge Bank N.A.	Bank Fees	\$10.00	7/1/2021	\$10.00	7/1/2021	Bank Fees
Chain Bridge Bank N.A.	Bank Fees	\$10.00	5/24/2021	\$10.00	5/24/2021	Bank Fees
Chain Bridge Bank N.A.	Bank Fees	\$10.00	7/16/2021	\$10.00	7/16/2021	Bank Fees
Chain Bridge Bank N.A.	Bank Fees	\$10.00	7/1/2021	\$10.00	7/1/2021	Bank Fees
Chain Bridge Bank N.A.	Bank Fees	\$10.00	6/3/2021	\$10.00	6/3/2021	Bank Fees
Chain Bridge Bank N.A.	Bank Fees	\$10.00	7/16/2021	\$10.00	7/16/2021	Bank Fees
WinRed Technical Services LLC	Merchant Fees	\$4.43	6/23/2021	\$4.00	6/23/2021	Credit Card Merchant Fees
WinRed Technical Services LLC	Merchant Fees	\$3.45	6/2/2021	\$3.00	6/2/2021	Credit Card Merchant Fees
WinRed Technical Services LLC	Merchant Fees	\$1.25	6/4/2021	\$1.00	6/4/2021	Credit Card Merchant Fees
WinRed Technical Services LLC	Merchant Fees	\$1.25	6/30/2021	\$1.00	6/30/2021	Credit Card Merchant Fees
WinRed Technical Services LLC	Merchant Fees	\$1.25	7/7/2021	\$1.00	7/7/2021	Credit Card Merchant Fees

WinRed Technical Services LLC	Merchant Fees	\$1.25	6/25/2021	\$1.00	6/25/2021	Credit Card Merchant Fees
WinRed Technical Services LLC	Merchant Fees	\$1.25	6/30/2021	\$1.00	6/30/2021	Credit Card Merchant Fees
WinRed Technical Services LLC	Merchant Fees	\$0.68	6/11/2021	\$1.00	6/11/2021	Credit Card Merchant Fees
WinRed Technical Services LLC	Merchant Fees	\$0.68	5/27/2021	\$1.00	5/27/2021	Credit Card Merchant Fees
The Tarrance Group	Polling	\$34,875.00	8/6/2021	\$34,875.00	8/6/2021	Polling
OPN Sesame	IE Digital Media Placement	\$18,055.84	8/6/2021	\$18,056.00	8/6/2021	Digital Media Placement
Tag LLC	IE Digital Media Production	\$3,500.00	8/23/2021	\$3,500.00	8/23/2021	Media Production
Targeted Victory LLC	Online Fundraising	\$375.88	8/13/2021	\$376.00	8/13/2021	Digital Fundraising
Kate Rogers	Research	\$300.00	8/30/2021	\$300.00	8/30/2021	Research
Kate Rogers	Research	\$300.00	8/24/2021	\$300.00	8/24/2021	Research
Cygnal LLC	Polling	\$12,500.00	11/18/2021	\$12,500.00	11/18/2021	Polling
Facebook, Inc.	IE Digital Media Placement	\$10,000.00	10/26/2021	\$10,000.00	10/26/2021	Digital Media Placement
Paula Y. Edwards LLP	Accounting Services	\$3,200.00	6/10/2022	\$3,200.00	6/10/2022	Compliance Support Services
Uprinting.com	Printing/Campaign Materials	\$203.00	5/17/2022	\$203.00	5/17/2022	Printing
The Tarrance Group	Polling	\$55,637.00	8/19/2022	\$55,637.00	8/19/2022	Polling
MS Causeway Solutions	Research/Data Services	\$53,875.00	9/30/2022	\$53,875.00	9/30/2022	Research/Data Services
The Tarrance Group	Polling	\$50,914.00	9/30/2022	\$50,914.00	9/30/2022	Polling
FP1 Strategies LLC	Research	\$10,000.00	9/26/2022	\$10,000.00	9/26/2022	Research
Grant White	Research	\$660.55	8/8/2022	\$661.00	8/8/2022	Research

Because RGA actually made these expenditures, GMWA's reports are false in violation of several sections of the MCFA. Moreover, because the RGA actually made those expenditures, it has violated the MCFA by failing to register and report to the Bureau of Elections on the contributions which paid for these expenditures and on the expenditures themselves.

False Identification by GMWA and Failure to Use the Correct Identification by RGA

The MCFA requires that every communication include the identification of the person paying for it. *See* MCL 169.247. Because GMWA did not pay for the communications bearing its identification, those identifications are false in violation of the MCFA. Because its identification did not appear on communications it paid for, the RGA has also violated the identification requirements of the MCFA.

Illegal Coordination Between Dixon and the RGA Making Independent Expenditures

An entity like the RGA making independent expenditures in a candidate election is forbidden from making expenditures “in cooperation, consultation, or concert with” a candidate. MCL 169.209(2).

RGA “is dedicated to one primary objective: electing, re-electing, and supporting America’s Republican governors.” Republican Governors Association, *About* <<https://www.rga.org/about/>> (accessed October 25, 2022). Therefore, its purposes require it to cooperate, consult, and act in concert with Dixon. Upon information and belief, it has been cooperating, consulting, and acting in concert with Dixon despite also operating as an independent expenditure committee. Because of that, its expenditures are in fact in-kind contributions to Dixon which the RGA has failed to report, exceeded the contribution limits, and are illegal because those contributions and expenditures were funded with corporate funds in violation of MCL 169.254.²

Similarly, Dixon has failed to report in-kind contributions from RGA in excess of the contribution limit which are also illegal because they were made with corporate funds.

CONCLUSION AND RELIEF SOUGHT: THERE IS REASON TO BELIEVE THAT DIXON, GMWA, AND THE RGA MAY HAVE VIOLATED THE MCFA

This complaint need only demonstrate that there “may be reason to believe” violations of the MCFA have occurred based on the relaxed evidentiary standards of the APA. This threshold is easily met.

By use of its identification on communications and statements in its reports, GMWA claims to have made—and continues to make—millions of dollars of independent expenditures in the Michigan gubernatorial election. In fact, those identifications and reports are false because the

² The RGA is funded by corporate contributions. *See* note 1 (RGA’s Form 8872 reports show that it is funded by corporate contributions).

RGA has been reporting to the IRS that it—the RGA—has been making all of those expenditures. Similarly, the RGA has failed to register and report its contributions and expenditures and failed to put its identification on those communications. Finally, because RGA has been coordinating with the Dixon campaign while making alleged independent expenditures in the gubernatorial election, Dixon and the RGA have violated the ban on coordination between candidates and independent expenditure committees, leading to excessive and illegal in-kind contributions.

For all these reasons, I request that you:


- 1) Find that there may be reason to believe that Dixon for Governor, Get Michigan Working Again, and the Republican Governors Association violated, among other provisions, MCL 169.215(15); 169.216(9); 169.222; 169.224b; 169.224c; 169.226(1)(i) and (j); 169.226(2); 169.231; 169.233(3), (7), (8), (10), and (11); 169.237; 169.247 and 169.254.
- 2) Conduct an investigation of Dixon, GMWA, and RGA by obtaining the communications between them, and obtaining the bank and expenditure records of GMWA and RGA; and
- 3) Take any further action necessary to punish Dixon, GMWA, and RGA for their violations of the MCFA.

Dated: October 26, 2022



Mark Brewer (P35661)
Goodman Acker, P.C.
Attorneys for Lonnie Scott

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.



Lonnie Scott

10/26/22

Date



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

November 8, 2022

Tudor Dixon for Governor, Inc. (Dixon)
123 W. Allegan, Suite 900
Lansing, MI 48933

Get Michigan Working Again (GMWA)
1747 Pennsylvania Avenue, NW, Suite 250
Washington, DC 20006

Republican Governors Association (RGA)
1747 Pennsylvania Avenue, NW, Suite 250
Washington, DC 20006

Re: *Scott v. Tudor Dixon for Governor, Inc., et al*
Campaign Finance Complaint No. 2022 – 10 – 174 – 215, 216, 222, 224, 226, 231, 233,
237, 247, 254

Dear Tudor Dixon for Governor, Inc., Get Michigan Working Again, and Republican Governors Association :

The Department of State (Department) has received a formal complaint filed against you by Lonnie Scott alleging that you violated the Michigan Campaign Finance Act (MCFA or Act). Specifically, the complaint alleges that Get Michigan Working Again (GMWA)'s reported expenditures in its Michigan campaign finance filings essentially mirrored the Republican Governors Association (RGA)'s expenditures to the Internal Revenue Service (IRS)—with expenditures on the same days and in the same amounts, or within a few cents of each other. Accordingly, the complaint alleges that GMWA violated the MCFA because it reported expenditures that it did not make, and that RGA violated the MCFA by failing to register as a committee and report to the Bureau of Elections.

Additionally, the complaint alleges that RGA coordinated with Tudor Dixon in violation of the provisions of an independent expenditure committee. (SuperPAC) and that Dixon failed to report those contributions.

The MCFA requires that candidates and committees record the full name, street address, amount contributed, and date of contribution for each individual from whom contributions are received. MCL 169.226(1)(e). Further, if the individual's cumulative contributions are more than \$100.00, the candidate or committee must also report the individual's occupation, employer, and principal place of business. *Id.* For each person other than an individual, candidates and committees need

not include the additional employment information but must provide all other contributor information previously listed. MCL 169.226(1)(g).

Section 9 of the MCFA defines independent expenditure as an expenditure by a person if the expenditure is not made in cooperation, consultation, or concert with, or at the request or suggestion of, a ballot question committee or a candidate, a candidate committee or its agents, or a political party committee or its agents, and if the expenditure is not a contribution to a committee. MCL 169.209.

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 Lonnie Scott, 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.

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

Enclosure
c: Lonnie Scott

McInerney, Jenny (MDOS)

From: MDOS-BOERegulatory
Sent: Wednesday, November 16, 2022 3:06 PM
To: Katherine N. Reynolds
Subject: RE: EXTERNAL: RE: Tudor Dixon for Governor

Sure, the due dates will be December 27 and January 4, 2023, respectively.

From: Katherine N. Reynolds <KReynolds@dickinson-wright.com>
Sent: Wednesday, November 16, 2022 10:15 AM
To: MDOS-BOERegulatory <MDOS-BOERegulatory@michigan.gov>; Charles R. Spies <CSpies@dickinson-wright.com>
Subject: RE: EXTERNAL: RE: Tudor Dixon for Governor

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Jenny—

It would be great to get a 15-day extension on both, given the quick turnaround. Can you provide me with new due dates?

Thanks,
Katie

Katherine N. Reynolds Associate Attorney

International Square
1825 Eye St. N.W.
Suite 900
Washington, D.C. 20006

Phone 202-659-6944
Fax 844-670-6009
Email KReynolds@dickinsonwright.com



From: MDOS-BOERegulatory <MDOS-BOERegulatory@michigan.gov>
Sent: Wednesday, November 16, 2022 9:47 AM
To: Katherine N. Reynolds <KReynolds@dickinson-wright.com>; MDOS-BOERegulatory <MDOS-BOERegulatory@michigan.gov>; Charles R. Spies <CSpies@dickinson-wright.com>
Subject: RE: EXTERNAL: RE: Tudor Dixon for Governor

Currently, the due date for the notice mailed on November 8 is December 2, 2022, and the due date for the notice emailed yesterday is December 8. Either due date may be extended an additional 15 business days for good cause under MCL 169.215(5). We understand that mail has been slow, so please let us know if you would like to request an extension.

Jenny

From: Katherine N. Reynolds <KReynolds@dickinson-wright.com>
Sent: Wednesday, November 16, 2022 9:13 AM
To: MDOS-BOERegulatory <MDOS-BOERegulatory@michigan.gov>; Charles R. Spies <CSpies@dickinson-wright.com>
Subject: RE: EXTERNAL: RE: Tudor Dixon for Governor

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Good morning—

Can you provide due dates for these responses, since we just received them yesterday?

Thanks,
Katie

Katherine N. Reynolds Associate Attorney

International Square Phone 202-659-6944
1825 Eye St. N.W. Fax 844-670-6009
Suite 900
Washington, D.C. 20006 Email KReynolds@dickinsonwright.com



DICKINSON WRIGHT PLLC

ARIZONA CALIFORNIA FLORIDA ILLINOIS KENTUCKY MICHIGAN NEVADA
OHIO TENNESSEE TEXAS WASHINGTON D.C. TORONTO

From: MDOS-BOERegulatory <MDOS-BOERegulatory@michigan.gov>
Sent: Tuesday, November 15, 2022 11:12 AM
To: Charles R. Spies <CSpies@dickinson-wright.com>
Cc: Katherine N. Reynolds <KReynolds@dickinson-wright.com>
Subject: EXTERNAL: RE: Tudor Dixon for Governor

Dear Mr. Spies,

The Department currently has two open complaints against Ms. Dixon's campaign. The notice for Scott v. Tudor Dixon for Governor, Inc, et al. was mailed to all parties on November 8. The notice for Barnes v. Tudor for Governor will be sent out today. Electronic copies of notices and complaints for both are attached to this email.

The Department dismissed two additional complaints against Ms. Dixon and/or her campaign. Please let me know if you would like copies of those complaints or dismissal letters.

Jenny McInerney
Regulatory Attorney
Regulatory Section
[Michigan Bureau of Elections](https://www.michigan.gov/elections)
Main: 517-335-3234
McInerneyJ1@michigan.gov

From: Charles R. Spies <CSpies@dickinson-wright.com>
Sent: Monday, November 14, 2022 4:26 PM
To: MDOS-BOERegulatory <MDOS-BOERegulatory@michigan.gov>
Cc: Katherine N. Reynolds <KReynolds@dickinson-wright.com>
Subject: Tudor Dixon for Governor
Importance: High

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Good Afternoon –

We represent Tudor Dixon and the Tudor Dixon for Governor campaign. We are beginning to wind down the campaign's activities so that we can formally dissolve the organization. However, over the past two months, we have read in the press about at least three complaints allegedly filed by the Michigan Democrat Party regarding Tudor Dixon campaign activities. We were never formally served with any of these complaints, and hope they were just press stunts and can be disregarded.

That said, before filing our request to dissolve the committee, we wanted to make sure that (1) the Bureau never received the complaints; and (2) if the Bureau did, please send them to us so we can file responses.

Thank you,
Charlie

Charles R. Spies Member

International Square
1825 Eye St. N.W.
Suite 900
Washington, D.C. 20006

Phone 202-466-5964
Fax 844-670-6009
Email CSpies@dickinsonwright.com

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[V-Card](#)

DICKINSON WRIGHT PLLC

ARIZONA CALIFORNIA FLORIDA ILLINOIS KENTUCKY MICHIGAN NEVADA
OHIO TENNESSEE TEXAS WASHINGTON D.C. TORONTO

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Neither this transmission nor any attachment shall be deemed for any purpose to be a "signature" or "signed" under any electronic transmission acts, unless otherwise specifically stated herein. Thank you.

MDOS-BOERegulatory

From: MDOS-BOERegulatory
Sent: Wednesday, November 23, 2022 9:32 AM
To: Koch, Jonathan B.; SOS, Elections; Fracassi, Adam (MDOS); SOS, Disclosure
Subject: RE: RGA/GMWA Request for extension

Dear Mr. Koch,
Your request for a 15-business day extension is granted. The new due date for a response is December 27, 2022.

Regulatory Section
[Bureau of Elections](#)
Michigan Department of State
Main: 517-335-3234
BOERegulatory@michigan.gov

From: Koch, Jonathan B. <jkoch@shrr.com>
Sent: Tuesday, November 22, 2022 4:25 PM
To: SOS, Elections <Elections@michigan.gov>; Fracassi, Adam (MDOS) <FracassiA@michigan.gov>; MDOS-BOERegulatory <MDOS-BOERegulatory@michigan.gov>; MDOS-BOERegulatory <MDOS-BOERegulatory@michigan.gov>; SOS, Disclosure <Disclosure@michigan.gov>
Subject: RGA/GMWA Request for extension

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To whom it may concern,
I am an attorney who represents the Republican Governors Association and Getting Michigan Working Again with respect to the campaign finance complaint brought by Lonnie Scott on October 26, 2022.

I would like to request the full 15 business day extension for filing our response. Good cause for an extension exists for several reasons. First, and most importantly, although the Bureau's letter was sent November 8th, my clients didn't receive it until late last week. Second, because of the delay in receiving the Bureau's letter, my firm was only recently retained to represent RGA and GMWA in this matter. We need time to compile and digest the relevant materials and prepare a response. Third, the Thanksgiving holiday and associated travel plans further interfere with our ability to prepare a response by the original deadline. For these reasons, we believe that a 15 business day extension of the original deadline is warranted and appropriate.

Please let me know whether our request for an extension has been granted as soon as reasonably possible. Given the upcoming holiday and its effect on the mail, please communicate your decision via email, in addition to any physical letter.

Please let me know if you have any questions.

Best,

Jonathan Koch

Sent from my Verizon, Samsung Galaxy smartphone

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MDOS-BOERegulatory

From: Koch, Jonathan B. <jkoch@shrr.com>
Sent: Tuesday, December 27, 2022 1:41 PM
To: MDOS-BOERegulatory; MDOS-BOERegulatory
Cc: Bovill, Michael J.; Godfrey, Jane
Subject: RGA/GMWA Response to Campaign Finance Complaint filed by Lonnie Scott
Attachments: Response to Lonnie Scott Complaint(5701343.1).pdf

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To whom it may concern,

I am an attorney who represents the Republican Governors Association and Getting Michigan Working Again with respect to the campaign finance complaint brought by Lonnie Scott on October 26, 2022 (Campaign Finance Complaint No. 2022-10-174-215, 226, 222, 224, 226, 231, 233, 237, 247, and 254).. Please find attached for filing GMWA's and the RGA's Response in Opposition to Mr. Scott's Complaint. This Response is being timely submitted in accordance with the extension granted on November 23, 2022. The appendices will be sent in a separate email. A separate copy will also be sent via first-class mail. Please confirm receipt.

Let us know if you have any questions.

Jonathan B. Koch

JONATHAN B. KOCH | ATTORNEY

SMITH HAUGHEY RICE & ROEGGE

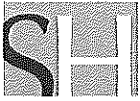
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Jonathan Koch
Direct: 616-458-3620
jkoch@shrr.com

December 27, 2022

Department of State
Bureau of Elections
Richard H. Austin Building
430 West Allegan Street, First Floor
Lansing, MI 48918

RE: Lonnie Scott v Tudor Dixon for Governor, Inc., et al
Campaign Finance Complaint No. 2022 – 10 – 174 – 215, 216, 222, 224, 226, 231, 233, 237,
247, 254
Our File No.: 212405

Dear Sir/Madam,

Enclosed please find a copy of The Republican Governors Association and Get Michigan Working Again's Response to Lonnie Scott's Campaign Finance Complaint. The enclosed response was also submitted via email (BOERegulatory@michigan.gov) on December 27, 2022.

Thank you for your attention to this matter. Should you have any questions or concerns, please do not hesitate to contact my office.

Best regards,

Jonathan B. Koch
JBK:jeg
Enclosures

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STATE OF MICHIGAN

DEPARTMENT OF STATE

BUREAU OF ELECTIONS, REGULATORY SECTION

In re Campaign Finance Complaint No. 2022 – 10 – 174 – 215, 216, 222, 224, 226, 231, 233,
237, 247, 254 Filed by Lonnie Scott

**The Republican Governors Association and Get Michigan Working Again's
Response to Lonnie Scott's Campaign Finance Complaint**

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Introduction

The Complaint filed with the Michigan Department of State (“the Department”) by Lonnie Scott alleging that the Republican Governors Association (“RGA”) and Get Michigan Working Again (“GMWA”) violated the Michigan Campaign Finance Act should be dismissed. The Complaint’s primary allegation is that GMWA violated the MCFA by filing false expenditure reports and the RGA violated the MCFA by failing to register or file expenditure reports because expenditures reported to the Department by GMWA were actually made by the RGA. The sole basis for that allegation is that the RGA reported expenditures on its IRS Form 8872 to federal tax authorities that are similar to the expenditures that GMWA reported to the Department.

Here’s the problem with this spurious Complaint: GMWA made every single one of the expenditures it reported. Each expenditure was made from GMWA’s bank account at its official depository and was approved by an individual acting in the capacity of an agent or officer of GMWA under the authority of GMWA’s treasurer. And none of the reported expenditures were made from a different bank account or were made by someone who was not an officer or agent of GMWA.

The reason why GMWA’s expenditures were reported on RGA’s Form 8872 is that when GMWA was formed, it needed a bank account, and GMWA’s treasurer needed a federal Employer Identification Number (“EIN”) to open the bank account. As a result, GMWA shares the RGA’s EIN. Thus, even though the bank account belongs to GMWA and is used exclusively for GMWA’s contributions and expenditures, it is associated with the RGA’s EIN. But that does not change the fact that GMWA, not the RGA, actually made the expenditures. Further, the MCFA does not have anything to say about EINs or information reported to federal tax authorities. So the fact that the RGA reported information related to GMWA’s bank account on the RGA’s Form 8872 for federal tax purposes because that account is associated with its EIN has nothing to do with Michigan

campaign-finance law and, thus, falls well outside the scope of things that this body is authorized to investigate. It follows that the Complaint fails to establish that there is any “reason to believe” that GMWA or the RGA committed any reporting or registering violations of the MCFA.

The Complaint also alleges that the RGA illegally coordinated with the Tudor Dixon Campaign based solely on the fact that the RGA’s mission is to support Republican gubernatorial candidates. But, leaving aside that the RGA did not make any expenditures in support of the Dixon Campaign, a mission-statement alone does not and cannot constitute illegal coordination. The entire point of an independent-expenditure committee (also known as a Super PAC) is that it supports candidates without coordinating with them. Mr. Scott may dislike Super PACs (or, at least Republican Super PACs). But that does not establish any “reason to believe” that the RGA illegally coordinated with the Dixon campaign.

In short, the Complaint completely fails to establish that there is any “reason to believe” that the RGA or GMWA violated the MFCA in any way, shape, or form. So the Complaint lacks merit and must be summarily dismissed.

Statement of Facts

A. Pertinent factual background.

The RGA is a political organization based in Washington, D.C.¹ Its primary objective is “electing, re-electing, and supporting America’s Republican governors.”² The RGA’s current executive director is Dave Rexrode and its CFO is Erim Canligil.

GMWA is an independent expenditure committee formed and registered with the Bureau of Elections in March 2021.³ It is based in Washington D.C., and its treasurer is Mr. Canligil.⁴

¹ <https://www.rga.org/about/>

² <https://www.rga.org/about/>

³ **Exhibit 1**, GMWA Statement of Organization.

⁴ **Exhibit 1**, GMWA Statement of Organization.

But, although the RGA and GMWA have staff in common and share an address, they are distinct and separate legal entities.⁵

An independent expenditure committee like GMWA that does not conduct business through an office or facility in Michigan is required to “have 1 account in a financial institution as its official depository to deposit all contributions received by the committee...and to make all expenditures” and to “designate that financial institution as its official depository.”⁶ To comply with that requirement, Mr. Canligil and Mr. Rexrode opened a single bank account at a financial institution in Virginia that is designated as its official depository.⁷ The bank required a federal EIN to open an account.⁸ Since GMWA and the RGA share the RGA’s EIN,⁹ GMWA’s official depository account is associated with the RGA’s EIN, albeit with the understanding that the account belonged to GMWA.¹⁰ Consistent with that understanding, the account is and has been used exclusively for conducting GMWA business and making GMWA expenditures, and is not used for the RGA’s business.¹¹

Since GMWA was formed in March 2021, it has received many contributions.¹² Each contribution has been deposited in GMWA’s bank account at its official depository and duly reported to the Bureau as required by the MCFA.¹³ And because the Complaint does not allege

⁵ **Exhibit 2**, Canligil Affidavit at ¶ 5.

⁶ MCL 169.221(7).

⁷ **Exhibit 1**, GMWA Statement of Organization; **Exhibit 2**, Canligil Affidavit at ¶ 8; **Exhibit 3**, Official Depository Account Agreement.

⁸ **Exhibit 3**, Official Depository Account Agreement at 2.

⁹ **Exhibit 2**, Canligil Affidavit at ¶ 9.

¹⁰ **Exhibit 2**, Canligil Affidavit at ¶ 10.

¹¹ **Exhibit 2**, Canligil Affidavit at ¶ 12.

¹² GMWA’s contribution reports were filed with the Bureau and are available at <https://cfrsearch.nictusa.com/committees/520012>.

¹³ *Id.*; see also **Exhibit 2**, Canligil Affidavit at ¶¶ 13-14.

that GMWA failed to properly report the contributions it received, it is undisputed that GMWA's contribution reports are accurate and true.

GMWA has also made expenditures to further its mission of supporting Republican candidates for the office of Governor of Michigan.¹⁴ Each of its expenditures was made by an individual acting in their capacity as an officer or agent of GMWA.¹⁵ And each of those expenditures was made from the bank account that GMWA designated as its primary depository.¹⁶ Importantly, statements from GMWA's account and related wire transfer records confirm that reality.¹⁷

Political organizations report certain contributions received and expenditures made to the IRS for federal tax purposes on Form 8872.¹⁸ As noted above, GMWA's bank required a federal EIN to open the account.¹⁹ Because GMWA shares an EIN with the RGA, GMWA's bank account is associated with the RGA's EIN.²⁰ That is, the expenditures from GMWA's bank account—even though they were made exclusively by GMWA—were associated with the RGA's EIN. As a result, solely for the purpose of compliance with federal tax law, the expenditures from the GMWA's bank account were reported to federal tax authorities on the RGA's Form 8872.²¹

In sum, for at least the past two years, the RGA did not make any expenditures subject to the MCFA. GMWA did, however, make expenditures subject to the MCFA, and GMWA

¹⁴ GMWA's expenditure reports were filed with the Bureau and are available at <https://cfrsearch.nictusa.com/committees/520012>.

¹⁵ **Exhibit 2**, Canligil Affidavit at ¶ 12.

¹⁶ **Exhibit 2**, Canligil Affidavit at ¶¶ 14-15.

¹⁷ **Exhibit 4**, GMWA's Bank Account Statements (2021); **Exhibit 5**, GMWA's Bank Account Statements (2022); **Exhibit 6**, Exemplar GMWA Wire Transfer Record.

¹⁸ <https://www.irs.gov/instructions/i8872>

¹⁹ **Exhibit 2**, Canligil Affidavit at ¶ 9.

²⁰ **Exhibit 2**, Canligil Affidavit at ¶¶ 9-10, 14.

²¹ **Exhibit 2**, Canligil Affidavit at ¶ 15.

accurately and truthfully reported all of the expenditures it made to the Bureau as independent expenditures. Further, neither the RGA nor GMWA ever illegally coordinated with the Dixon Campaign in violation of the MCFA. That is, neither the RGA nor GMWA ever made any expenditure “in cooperation, consultation, or concert with, or at the request or suggestion of...a candidate committee or its agents.”²²

B. Summary of Scott’s Complaint and allegations.

In late October 2022, Lonnie Scott filed a complaint with the Bureau alleging that the RGA and GMWA had violated multiple provisions of the MCFA.²³ Based solely on the fact that the RGA reported information on IRS Form 8872 for federal tax purposes (as a result of GMWA’s primary depository account being associated with the RGA’s EIN) that were similar to the expenditures that GMWA reported to the Bureau, Scott alleged that GMWA was a sham for hiding illegal expenditures by the RGA.²⁴ Specifically, Scott alleged that GMWA violated the MCFA by: (1) falsely reporting expenditures that the RGA made; and (2) not paying for communications bearing its identification. In turn, Scott alleged that the RGA violated the MCFA by: (1) failing to register with the Bureau as an independent expenditure committee; (2) failing to report its expenditures to the Bureau; (3) paying for communications that didn’t bear its identification as required by MCL 169.247; and (4) illegally coordinating with Tudor Dixon for Governor, Inc. (“Dixon Campaign”) by making expenditures in cooperation, consultation, or concert with the campaign.²⁵

²² MCL 169.209(2).

²³ Scott Complaint at 1-2.

²⁴ Scott Complaint at 1-2.

²⁵ Scott Complaint at 4-7.

Argument

A. The Complaint misstates the relevant legal standard, which requires far more than the speculation and conjecture the Complaint provides.

The Complaint alleges that GMWA and the RGA violated the MCFA in a host of ways. As shown below, those allegations lack merit and should be dismissed. But, as a threshold issue, the Complaint materially misstates the relevant legal standard.

The Complaint suggests that because the MCFA does not expressly define the operative “reason to believe” standard, the Bureau can launch an MCFA investigation whenever there is a theoretical possibility that a violation might have occurred, regardless of whether there is any actual evidence to support that possibility. That is simply not true.

It is true that the MCFA does not delineate the “reason to believe” standard. But that does not mean that the standard for investigation is so low that a complaint does not have to prove that even a potential violation occurred. Rather, the Department’s administrative rules make clear that a complaint must identify all available evidentiary material,²⁶ and that summary dismissal of a complaint is warranted where factual allegations in the complaint—as opposed to speculative conclusions—do not establish a violation of the MCFA.²⁷

Along the same lines, Michigan has also relied upon the Federal Election Commission’s “reason to believe” standard which requires a complaint to set forth “sufficient specific facts, which, if proven true, would constitute a violation of the [MCFA].”²⁸ Under the FEC’s standard, “purely speculative charges, especially when accompanied by a direct refutation, do not form an

²⁶ Mich. Admin. R. 169.42(2).

²⁷ Mich. Admin. R. 169.53.

²⁸ **Exhibit 7**, Statement of Reasons of Comm’rs Mason, Sandstrom, Smith, and Thomas at 1, MUR 4960 (Clinton) at 1-2, (Dec. 21, 2000), available at <https://www.fec.gov/files/legal/murs/4960/0000263B.pdf> (accessed December 21, 2022).

adequate basis to find reason to believe that a violation of the [law] has occurred.”²⁹ And, because mere “curiosity...will not suffice as the basis for [campaign finance] investigations,”³⁰ a government entity like the Bureau “cannot launch investigations into Americans’ political activities based on speculation or official curiosity.”³¹ Nor can the Bureau “shift the burden to respondents to prove their innocence.”³²

The bottom line: speculation and conjecture are not enough to support a complaint alleging a violation of the MCFA. The Bureau should not be misled by the Complaint’s misstatement of the relevant legal standard.

B. Legal architecture for independent expenditure committees and their contributors.

Independent expenditure committees are authorized by MCL 169.224b(1). The Act only imposes three basic requirements to form and operate a political committee such as an independent expenditure committee: (1) it must register with the Department by filing a statement of organization; (2) it must name and maintain a treasurer; and (3) it must disclose an official depository and utilize such account upon receipt of a contribution.³³

²⁹ **Exhibit 8**, Statement of Reasons of Vice Chair Allen Dickerson and Commissioners Sean J. Cooksey and James E. “Trey” Trainor, III at , MUR 7753 (Oct. 8, 2021) (internal citation omitted), available at https://www.fec.gov/files/legal/murs/7753/7753_19.pdf (accessed December 21, 2022).

³⁰ *Federal Election Commission v Machinists Non-Partisan Political League*, 655 F.2d 380, 388 (DC Cir. 1981).

³¹ **Exhibit 9**, Statement of Reasons of Vice Chair Allen Dickerson and Commissioners Sean J. Cooksey and James E. “Trey” Trainor, III at , MUR 7501 (June 28, 2021) (Nelson) (internal citations omitted), available at https://www.fec.gov/files/legal/murs/7501/7501_19.pdf (accessed December 21, 2022).

³² **Exhibit 10**, Statement of Reasons of Chairman Darryl R. Wold and Commissioners David M. Mason, and Scott E. Thomas at 2 (July 20, 2000), MUR 4850 (Deloitte & Touche, LLP, et al.) (“The burden of proof does not shift to a respondent merely because a complaint is filed.”), available at <https://www.fec.gov/files/legal/murs/current/34841.pdf> (accessed December 21, 2022).

³³ MCL 169.221.

Here, GMWA satisfies all three of the statutory formation requirements. First, GMWA is an independent expenditure committee that is duly registered with the State of Michigan, as evidenced by its committee statement of organization on file with the Department.³⁴ Second, GMWA identified Erim Canligil as treasurer on its statement of organization and has consistently maintained him in that capacity.³⁵ Third, GMWA disclosed that its official depository is a bank account at Chain Bridge Bank in McLean, Virginia, and has utilized that account for its funds since receiving its first contribution after its formation.³⁶

Following formation, an independent expenditure committee's operation must comply with the Act's reporting requirements for contributions and expenditures.³⁷ As to operation, the MCFA permits independent expenditure committees to receive contributions except from a person prohibited under 52 U.S.C. § 30121.³⁸ As the itemized contribution reports on file with the Department prove, GMWA received and reported contributions in accordance with the Act.

The MCFA permits a committee registered under the Act to receive itemized contributions from a "parent" committee registered under federal law or the laws of any other state—a Michigan PAC that receives such donations is known as an "affiliate PAC."³⁹ Appendix K to the Michigan

³⁴ **Exhibit 2**, Canligil Affidavit at ¶ 2.

³⁵ **Exhibit 2**, Canligil Affidavit at ¶ 3. Since GMWA's treasurer isn't a Michigan resident, he was required to complete a stipulation regarding service of legal process on GMWA in its Statement of Organization (which is exactly what happened). **Exhibit 1**, GMWA Statement of Organization.

³⁶ **Exhibit 2**, Canligil Affidavit at ¶ 8; **Exhibit 4**, GMWA's Bank Account Statements (2021); **Exhibit 5**, GMWA's Bank Account Statements (2022).

³⁷ See, e.g., MCL 169.226; MCL 169.233; MCL 169.232; MCL 169.231; MCL 169.237.

³⁸ MCL 169.224b(2). 52 U.S.C. § 30121 prohibits political contributions by foreign nationals. The prohibition on receiving contributions from a foreign national as defined in 52 U.S.C. § 30121(b) is not at issue, as there is no such violation alleged by the Complaint against GMWA or the RGA.

³⁹ Appendix K is available at

<https://mertsplus.com/mertsuserguide/index.php?n=MANUALS.AppendixK> (accessed December 21, 2022).

Elections Disclosure Division's Manual makes clear how an affiliate PAC like GMWA is allowed to operate:

- "A Political Action Committee (PAC) registered under Michigan's Campaign Finance Act may not receive lump sum fund transfers from a 'parent' committee registered under federal law or the laws of any other state. It may, however, receive itemized contributions."
- "Persons designated as contributors of funds transferred into the affiliate PAC's depository need not reside in or be located in Michigan. However, they must be eligible under Michigan Law to contribute to the affiliate."
- "A committee may accept contributions from out-of-state contributors but must include a statement for any out-of-state contribution if the contributor is not an individual and the contributing group is not registered as a committee under the Act."
- Under the Act, an affiliate PAC discloses contributions from its parent committee using any reasonable accounting method. The date of the transfer, not the date the parent committee received the funds, is the affiliate PAC's receipt date. Expenditures must be reported in an itemized expenditure schedule.⁴⁰

The Act also permissively grants broad authority for expenditures or other disbursements, including allowing an independent expenditure committee to make contributions to another independent expenditure committee.⁴¹

In sum, GMWA satisfied the three basic requirements imposed by the Act for its formation, and it is undisputed that its contribution reporting complied with the MCFA. And as shown below, GMWA's expenditure reporting also complied with the MCFA.

⁴⁰ Appendix K is available at <https://mertsplus.com/mertsuserguide/index.php?n=MANUALS.AppendixK> (accessed December 21, 2022).

⁴¹ MCL 169.224b(3). The MCFA prohibits an independent expenditure committee from making a contribution to a candidate committee, independent committee, political committee, political party committee, or house or senate political party caucus committee. MCL 169.224b(4).

C. GMWA made the expenditures it reported to the Department. GMWA's reports were accurate and true, its communications identified the correct payor, and the RGA did not illegally fail to register or report expenditures to the Department.

The heart of the Complaint's allegations is that the RGA, and not GMWA, actually made the expenditures that GMWA reported to the Department and that, as a result, GMWA violated the MCFA by filing false reports and the RGA violated the MCFA by failing to register or file the require reports.

But these allegations are meritless because GMWA made the expenditures it reported. As noted above, Erim Canligil, in his capacity as treasurer of GMWA, oversaw GMWA's bank account and ensured contributions and expenditures were reported by GMWA to the Department accurately.⁴² And the money in GMWA's bank account at Chain Bridge Bank in McLean, Virginia— the official depository established in compliance with the Act— was exclusively controlled and spent by individuals acting in their capacity as officers or agents of GMWA under Mr. Canligil's authority as treasurer of GMWA.⁴³ In other words, individuals acting on GMWA's behalf spent the money contained in GMWA's official depository account on expenditures that GMWA then reported to the Department.⁴⁴ And none of the expenditures that GMWA reported were incurred by individuals acting in any other capacity, or made from accounts that weren't exclusively used for GMWA's purposes.⁴⁵ Because GMWA deposited and withdrew funds from the bank account listed as its official depository and then reported those contributions and expenditures, it abided by the MCFA's requirements. And, because GMWA was the entity that made the expenditures it reported to the Department, all of its public communications subject to

⁴² Exhibit 2, Canligil Affidavit at ¶ 8.

⁴³ Exhibit 2, Canligil Affidavit at ¶ 12.

⁴⁴ Exhibit 2, Canligil Affidavit at ¶¶ 14-15.

⁴⁵ Exhibit 2, Canligil Affidavit at ¶¶ 12, 14.

MCL 169.247 properly identified GMWA as the payor for the communications. Therefore, neither GMWA nor RGA violated that statute, and the Complaint fails to prove otherwise.

Further, there isn't a shred of evidence that the RGA ever received any contributions or made any expenditures that were subject to the MFCA. As a result, there is simply no reason to believe that the RGA violated the MFCA by failing to register with the Department as an independent expenditure committee or report any expenditures to the Department.

For multiple reasons, therefore, neither GMWA nor the RGA violated the registration or reporting requirements of the MFCA. So the Complaint must be dismissed.

D. GMWA is not violating the MCFA by using a bank account that was opened by another entity using that entity's federal EIN.

The only basis that the Complaint provides for its allegations of MFCA violations is the fact that the RGA reported information related to GMWA's expenditures on the RGA's IRS Form 8872. That is, the Complaint relies on the RGA's tax filings as a basis to suggest that the RGA, not GMWA, made the reported expenditures and failed to report them to the Department (which would also mean GMWA reported expenditures it did not make). But the fact that the RGA reported information for federal tax purposes because its EIN is associated with GMWA's primary depository account has nothing to do with the MCFA and does nothing to justify the baseless allegations made in the Complaint.

The Complaint's allegations that the RGA failed to register and report are spurious because they mistakenly seek to apply the Act's contribution and expenditure requirements to the RGA based on how the RGA uses its EIN. The RGA's EIN is used for a bank account that GMWA controls.⁴⁶ This results in the RGA's federal tax filings reporting what appears to be the same funds that GMWA is reporting as its expenditures. Although the Complaint seeks to connect the dots by

⁴⁶ **Exhibit 2**, Canligil Affidavit at ¶¶ 9, 14.

showing that the RGA's tax filings report financial data that appears to mirror GMWA's reported expenditures, there is a benign explanation: the RGA's EIN has been used for the bank account controlled by GMWA, which is entirely permitted by Michigan law.

The MCFA gives an independent expenditure committee the authority to operate one account in an out-of-state financial institution as its official depository and to make all expenditures.⁴⁷ Nothing in the MCFA governs the use of a federal EIN or requires a committee to obtain an EIN. Thus, the RGA and GMWA's use of a shared EIN has nothing to do with *Michigan campaign finance* law. Rather, that is a separate question of *federal tax* law unrelated to the Act. Any federal tax law implication is not governed by the Act. So, to the extent that the allegations in the Complaint are based on federal tax law, no violation of the MCFA is at issue, and the Complaint must be summarily dismissed.⁴⁸ The proper scope of the issue, then, concerns whether the RGA and GMWA are in compliance with the campaign finance provisions of the MCFA.

GMWA complies with the Act by making itemized reports of contributions and expenditures, as evidenced by the schedules filed with the Department of State. GMWA's treasurer controls the funds that are reported as contributions and expenditures in accordance with the Act.⁴⁹ Specifically, GMWA complies with the MCFA because it is registered with the Department, has a treasurer, and operates a single account at a financial institution in Virginia, as designated in its filings.⁵⁰ The bank required an EIN to open an account, so GMWA's bank account is tied to the RGA's EIN.⁵¹ The Complaint fails to allege a violation of the MCFA regarding GMWA's operation of its bank account because the only evidence complainant provides is that the RGA

⁴⁷ MCL 169.221(7).

⁴⁸ Mich. Admin. R. 169.53.

⁴⁹ **Exhibit 2**, Canligil Affidavit at ¶¶ 8, 11-15.

⁵⁰ **Exhibit 2**, Canligil Affidavit at ¶¶ 2-3, 7-8.

⁵¹ **Exhibit 2**, Canligil Affidavit at ¶ 9.

reported financial information to the IRS, essentially mirroring financial information properly reported by GMWA.

Likewise, the RGA did not fail to abide by the provisions of the MFCA because it is a parent committee registered under federal law and it did not make expenditures for purposes of the MCFA.⁵² Accordingly, there is no reason to believe a violation of the Act has occurred.

The complainant sought to use the RGA's tax filings to establish allegations that the filings do not substantiate. The problem with the Complaint's allegations is that they mistakenly rely on tax filings to stand for a proposition those documents simply do not represent: namely, that the reason the RGA reported to the IRS such financial information was that the RGA made the expenditures. Those tax filings, however, merely reflect the reality that the RGA has an EIN that it shares with GMWA, and GMWA used that EIN to open the bank account that GMWA utilizes, through its treasurer, as its official depository to make *its* expenditures.⁵³ As a result, the RGA's tax filings do not stand for the proposition that the RGA used the funds in the account for expenditures in Michigan. Instead, the fact that the RGA's tax filings show information pertaining to GMWA's bank account is solely the product of the fact that the bank account GMWA operates is tied to the RGA's EIN.⁵⁴ The reality is that GMWA used the funds in GMWA's bank account and reported receipts and expenditures in accordance with the Act.

In sum, there is no reason to believe GMWA reported expenditures it did not make or that the RGA failed to report expenditures. Nor is there any reason to believe the RGA made reportable expenditures under the Act at all. The complainant mistook tax filing data for reported

⁵² **Exhibit 2**, Canligil Affidavit at ¶¶ 14-15.

⁵³ **Exhibit 2**, Canligil Affidavit at ¶ 15.

⁵⁴ **Exhibit 2**, Canligil Affidavit at ¶¶ 9-10, 14-15.

expenditures and jumped to the wrong conclusion. Since the Complaint's allegations pertaining to the use of an EIN do not invoke the MCFA, the Complaint must be dismissed.

E. The RGA did not color outside the lines. Instead, it acted just like similarly situated 527 organizations from the other side of the political aisle.

Put simply, the Complaint fails to provide any evidence of any wrongdoing in violation of the MCFA. But, to the extent complainant attempts to inject speculation or suggest there is something awry here, this response rebuts those baseless insinuations and provides evidence demonstrating the RGA's and GMWA's compliance with the MCFA. To assist in setting the record straight, it's important to look beyond the contorted version of events alleged in the Complaint to see how other similar organizations operate in Michigan.

The Democratic Governors Association ("DGA") is the RGA's democratic counterpart. The DGA exists "to support Democratic governors and candidates across the nation" by participating "at all levels of campaigns, from providing resources to fund operations to helping articulate and deliver their messages."⁵⁵ To further that mission in the State of Michigan, the DGA formed an organization named Put Michigan First.

Put Michigan First is a DGA-backed organization that funds political ads promoting Democratic candidates.⁵⁶ According to mainstream news reports, Put Michigan First spent the most of any organization on ads intended to influence the outcome of Michigan's 2022

⁵⁵ Democratic Governors Association, *About Us*, <http://democraticgovernors.org/about/> (last accessed December 20, 2022).

⁵⁶ See <https://www.putmichiganfirst.org/>; <https://www.bridgemi.com/michigan-government/democrats-slam-tudor-dixon-attack-ad-days-michigan-governor-primary>.

gubernatorial election.⁵⁷ Interestingly, however, there does not appear to be a statement of organization filed by Put Michigan First, based on a records search of the Department's database.⁵⁸

The DGA shares its office space with Put Michigan First. Specifically, Put Michigan First's Form 8871 and Form 8872 filings from 2021 and 2022 indicate that it shares an address with the DGA at 1225 Eye Street Northwest, Suite 1100, Washington, D.C. 20005.⁵⁹ Additionally, the DGA and Put Michigan First share staff. Stephen Hill is Put Michigan First's custodian of records and contact person.⁶⁰ Mr. Hill is also listed as the DGA's Chief Operating Officer.⁶¹ Similarly, an individual named Sam Newton serves as DGA's Deputy Communications Director and Spokesperson while at the same time serving as the Spokesperson for Put Michigan First.⁶²

⁵⁷ "Democratic ad hits GOP's Tudor Dixon for conspiracy theories," Henry J. Gomez, NBC News, November 2, 2022, accessible at <https://www.nbcnews.com/meet-the-press/meetthepressblog/democratic-ad-hits-gops-tudor-dixon-conspiracy-theories-rcna55156> ("A new ad from a group affiliated with the Democratic Governors Association casts Tudor Dixon, the Republican candidate for governor in Michigan, as a conspiracy theorist who denies election results and sympathizes with the Jan. 6 rioters. . . . The 30-second spot from Put Michigan First — shared first with NBC News — will air across the state as part of nearly \$3 million in ad spending that the group has budgeted for Michigan through Election Day. . . . Put Michigan First has been the biggest spender in Michigan's race for governor, according to AdImpact, an ad-tracking firm. The DGA-affiliated organization has spent nearly \$27 million on ads since the primary, with another \$2.8 million committed through Election Day.").

⁵⁸ Accessible at <https://cfrsearch.nictusa.com/>.

⁵⁹ **Exhibit 11**, Put Michigan First Form 8871 (2021); **Exhibit 12**, Put Michigan First Form 8872 (2021); see also <https://democraticgovernors.org/about/>.

⁶⁰ **Exhibit 11**, Put Michigan First Form 8871 (2021).

⁶¹ See <https://democraticgovernors.org/updates/dga-announces-senior-staff-2/> (accessed December 21, 2022).

⁶² Compare <https://democraticgovernors.org/updates/dga-backed-group-releases-first-tv-ad-of-2022-exposing-fraud-failures-chaos-among-mi-republicans/> (identifying Sam Newton as DGA's Deputy Comms Director); <https://democraticgovernors.org/updates/after-supporting-law-to-jail-doctors-tudor-dixon-called-doctors-medical-advice-the-devils-lie/> (same); with <https://democraticgovernors.org/updates/new-tv-ad-dixons-conspiracy-theories-and-election-denialism/> (identifying Same Newton as Put Michigan's First's Spokesperson); see also <https://www.nbcnews.com/meet-the-press/meetthepressblog/democrats-launch-last-minute-2-million-ad-buy-knock-gop-gubernatorial-rcna40203> (referring to Sam Newton as "a spokesman for both Put Michigan First and the DGA").

The DGA and the RGA are opposed to one another politically. But both similarly share staff between the federally regulated parent organization and other entities formed to operate in accordance with state campaign finance law. Both also appear to share staff and office space between the parent organization and the state-regulated entity. So, if that's an adequate basis for investigating one of the entities for a MCFA violation, it stands to reason that it's an adequate basis for investigating the other. We trust Complainant agrees and are keeping an eye out for a similarly baseless complaint to be filed against the DGA and Put Michigan First.

In the meantime, the Complainant should not be allowed to hypocritically abuse the investigative process to gain an unfair, undue, and unjust political advantage against opponents on the other side of the political fence, without doing so on the other as well.

F. Neither GMWA nor the RGA illegally coordinated with the Dixon Campaign in violation of the MCFA.

The RGA is a national organization which exists to further its stated mission of “electing, re-electing, and supporting America’s Republican governors.”⁶³ The Complaint seizes on this fact and, based entirely on the RGA’s mission statement, alleges that it illegally coordinated with the Dixon campaign in violation of the MFCA. That’s hogwash. The RGA doesn’t impermissibly coordinate with Michigan candidates in any form or fashion. Nothing about the RGA’s mission statement contradicts this or otherwise establishes that the RGA “cooperate[d], consult[ed], and act[ed] in concert with Dixon.”⁶⁴

The RGA’s model is not unique to Michigan or American politics. Take the DGA. The DGA has a mission statement too. It exists “to support Democratic governors and candidates across the nation” and “participat[es] at all levels of campaigns, from providing resources to fund

⁶³ Republican Governors Association, *About*, <http://www.rga.org/about>.

⁶⁴ Scott Complaint at 7.

operations to helping articulate and deliver their messages.”⁶⁵ On its face, the DGA’s mission statement—unlike the RGA’s mission statement—essentially admits that it directly coordinates with Democratic gubernatorial candidates like Gretchen Whitmer to help them campaign effectively. But even that is not a sufficient basis for launching an investigation into potential coordination.

That is the issue here. The Complainant wants the Michigan Department of State to open an investigation and “punish” the RGA because its website says it exists to help elect Republican governors. The unsupported, threadbare allegation that the RGA and Dixon coordinated at all is not based on evidence – because it simply isn’t true. The Complainant does not, and cannot, point to any specific actions of the RGA that constitute coordination in violation of the MCFA. The reason for that is simple – there is no evidence to support this allegation. Rather, the Complainant provides nothing but speculation and conjecture. Should the Department of State determine otherwise in this matter, it will open the door to endless frivolous complaints alleging coordination based on appearances and political opinions rather than facts and the rule of law.

The bottom line is that since the Complaint lacks any evidence to support this allegation, there is no “reason to believe” a violation occurred under any meaningful interpretation of that standard.⁶⁶ As noted above, a complaint is required to set forth “sufficient specific facts, which, if proven true, would constitute a violation of the [MCFA].”⁶⁷ And “purely speculative charges,

⁶⁵ Democratic Governors Association, *About Us*, <http://democraticgovernors.org/about/> (last accessed December 20, 2022).

⁶⁶ MCL 169.215(10).

⁶⁷ **Exhibit 7**, Statement of Reasons of Comm’rs Mason, Sandstrom, Smith, and Thomas at 1, MUR 4960 (Clinton) at 1-2, (Dec. 21, 2000).

especially when accompanied by a direct refutation, do not form an adequate basis to find reason to believe that a violation of the [law] has occurred.”⁶⁸

Here, the Complaint alleges that the RGA’s website says what it says, and nothing else. That’s not disputed. But “[u]nwarranted legal conclusions from asserted facts ... or mere speculation ... will not be accepted as true.”⁶⁹ And the RGA’s mission statement on its website does not—and cannot—constitute a violation of the MCFA anymore than does the DGA’s mission statement. As a result, the Complaint fails to sustain its burden even under a reason to believe standard and must be dismissed.

Conclusion

For the reasons stated above, the Complaint fails to establish that there is reason to believe that GMWA or the RGA violated any provisions of the MCFA. So the Bureau should dismiss the Complaint. If you have any questions or concerns about this response, please contact me at jkoch@shrr.com.

Respectfully submitted,

Date: December 27, 2022

Jonathan B. Koch
Michael J. Bovill
*Counsel for the Republican
Governors’ Association and Get
Michigan Working Again.*

⁶⁸ **Exhibit 8**, Statement of Reasons of Vice Chair Allen Dickerson and Commissioners Sean J. Cooksey and James E. “Trey” Trainor, III at , MUR 7753 (Oct. 8, 2021) (internal citation omitted), available at https://www.fec.gov/files/legal/murs/7753/7753_19.pdf (accessed December 21, 2022).

⁶⁹ *Id.* at 2, citing Statement of Reasons of Comm’rs Wold, McDonald, Mason, Sandstrom, MUR 4869 (American Postal Workers Union); **Exhibit 10**, Statement of Reasons of Chairman Wold and Comm’rs Mason and Thomas, MUR 4850 (Fossella).

Index of Exhibits

Exhibit	Document
1	GMWA Statement of Organization
2	Canligil Affidavit
3	Official Depository Account Agreement
4	GMWA's Bank Account Statements (2021)
5	GMWA's Bank Account Statements (2022)
6	Exemplar GMWA Wire Transfer Record
7	Statement of Reasons of Comm'rs Mason, Sandstrom, Smith, and Thomas, MUR 4960 (Clinton) (Dec. 21, 2000)
8	Statement of Reasons of Vice Chair Allen Dickerson and Commissioners Sean J. Cooksey and James E. "Trey" Trainor, III, MUR 7753 (Oct. 8, 2021)
9	Statement of Reasons of Vice Chair Allen Dickerson and Commissioners Sean J. Cooksey and James E. "Trey" Trainor, III, MUR 7501 (June 28, 2021) (Nelson)
10	Statement of Reasons of Chairman Darryl R. Wold and Commissioners David M. Mason, and Scott E. Thomas, MUR 4850 (July 20, 2000) (Deloitte & Touche, LLP, et al.)
11	Put Michigan First Form 8871 (2021)
12	Put Michigan First Form 8872 (2021)

EXHIBIT 1

**STATEMENT OF ORGANIZATION FORM FOR INDEPENDENT AND POLITICAL COMMITTEES (PACS), AND
INDEPENDENT EXPENDITURE COMMITTEES (SUPER PACS)**

Print, sign, and mail a copy of this Statement of Organization to the Bureau of Elections to complete this request. All information disclosed on this form will be available to the public.

Committee ID:	Type of Filing: original	Date Submitted: 03/11/2021	Date Committee Formed: 03/11/2021
Committee Type and Sponsor. Ind. Exp. Super PAC N			
Full Name of Committee (must include Candidate's first and last name) GET MICHIGAN WORKING AGAIN			
Acronym Or Abreviation			
Out of State Committee Treasurer Irrevocable Written Stipulation. <input checked="" type="checkbox"/>			
Primary Email Contact Treasurer ECANLIGIL@RGA.ORG			
Committee Street Address - No PO Boxes 1747 PENNSYLVANIA AVENUE NW SUITE 250 WASHINGTON DC 20006		Committee Mailing Address - May be PO Box 1747 PENNSYLVANIA AVENUE NW SUITE 250 WASHINGTON DC 20006 2026624140 ECANLIGIL@RGA.ORG	
Treasurer Full Name CANLIGIL ERIM			
Treasurer Business Address DC		Treasurer Mail Address 1747 PENNSYLVANIA AVENUE NW SUITE 250 WASHINGTON DC 20006 2026624928 ECANLIGIL@RGA.ORG	
Designated Record Keeper Full Name		Designated Record Keeper Address DC	
Official Depository CHAIN BRIDGE BANK NA 1445-A LAUGHLIN AVE MCLEAN VA 22101		Secondary Depository	
<input checked="" type="checkbox"/> Electronic Filing			
Reporting Waiver <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Verification: I/We certify that all reasonable diligence was used in the preparation of the above statement and that the contents are true, accurate and complete to the best of my/our knowledge or belief. If filing electronically, we further agree that the signatures below shall serve as the signatures that verify the accuracy and completeness of each statement filed electronically by the committee. I/We certify that all reasonable diligence will be used in the preparation of each statement electronically filed by this committee and that the contents of each statement will be true, accurate and complete to the best of my/our knowledge or belief. (Sign Name and Date)			
Treasurer: <i>Eric P. Rigid</i>	Date: 3/11/2021	Designated Record Keeper	Date:

Please email, fax, mail, or hand deliver a signed copy of the Statement of Organization using one of the following methods:

Email: Disclosure@Michigan.gov
Fax: 517-373-0941

First Class, Certified, Registered and Priority Mail:
Michigan Department of State
Bureau of Elections
P.O. Box 20126
Lansing, MI 48901-0726

Hand Delivered and Overnight Delivery Service:
Bureau of Elections
430 West Allegan Street
1st Floor, Richard H. Austin Building
Lansing, MI 48918

eSofD-ID: 5682

Authority granted under Act 388 of 1976, as amended

ORIGIN ID: E2SA (202) 591-5511
ERIM CANALIGL
GET MICHIGAN WORKING AGAIN
SUITE 250
1747 PENNSYLVANIA AVENUE NW
WASHINGTON, DC 20006
UNITED STATES US

SHIP DATE: 17MAR21
ACTWGT: 0.30 LB
CAD: 109262515INET14340
BILL SENDER

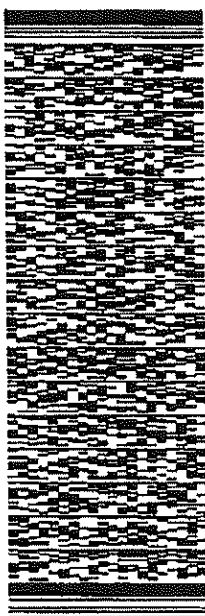
TO BUREAU OF ELECTIONS

430 WEST ALLEGAN ST
1ST FLOOR
LANSING MI 48918

REF: (202) 862-4140
PO: 0201

DEPT:

56DJ3IAC39FE4A



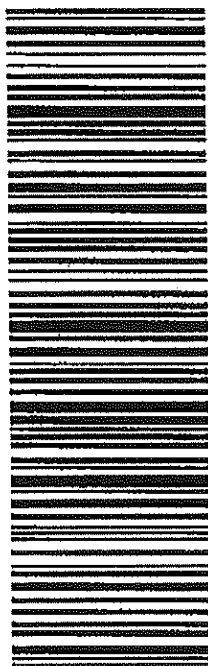
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March 18, 2021

Dear Customer,

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Special Handling:	Deliver Weekday		LANSING, MI, 48918
		Delivery date:	Mar 18, 2021 10:02

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Tracking number:	773184293312	Ship Date:	Mar 17, 2021
		Weight:	0.5 LB/0.23 KG

Recipient:
Bureau of Elections,
430 West Allegan St
1st Floor
LANSING, MI, US, 48918

Shipper:
Erim Canligil, Get Michigan Working Again
SUITE 250
1747 PENNSYLVANIA AVENUE NW
WASHINGTON, DC, US, 20006



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EXHIBIT 2

AFFIDAVIT OF ERIM CANLIGIL

I, ERIM CANLIGIL, having been duly sworn, hereby state as follows:

1. I am over the age of eighteen and have personal knowledge of the facts outlined in this Affidavit. If called to testify, my testimony would be consistent with this affidavit.

2. Get Michigan Working Again ("GMWA") Super PAC is an independent expenditure committee duly organized under Michigan law in accordance with its statement of organization. (See **Exhibit A.**)

3. I am, and have been at all relevant times, the treasurer for GMWA.

4. In a separate capacity, I am also, and have been at all relevant times, the Chief Financial Officer of the Republican Governors Association ("RGA").

5. Although they have staff in common, GMWA and RGA are distinct and separate legal entities.

6. I am aware of the allegations in the pending Michigan Campaign Finance Complaint, dated October 26, 2022, filed by Complainant Lonnie Scott against GMWA, RGA, and Tudor Dixon for Governor, Inc.

7. GMWA operates as an independent expenditure committee under the Michigan Campaign Finance Act ("MCFA" or "the Act") with me as its treasurer. Since GMWA was formed under the Act, I have served as its treasurer and resided outside Michigan. Simultaneously, I have been employed by the RGA as its Chief Financial Officer.

8. In compliance with the MCFA, GMWA maintains its official primary depository account at Chain Bridge Bank in McClean, Virginia, as reported to the Michigan Department of State ("the Department"). I know this because I oversaw the opening of the bank account and ensured statements filed with the Department accurately reflected the account's existence and use.

9. When the account was opened, the bank required a federal employee identification number ("EIN"). To facilitate opening the bank account for GMWA, the bank was provided the RGA's EIN with the understanding that the account belonged to GMWA. The reason for this was that GMWA has not been issued an EIN from the Internal Revenue Service and, instead, shares an EIN with the RGA.

10. Although the account is technically shared by the RGA and GMWA, the account is exclusively used for GMWA expenditures and is not, and never has been, used for an expenditure by the RGA.

11. I have reviewed and implemented the Department's guidance applicable to GMWA, including provisions of the Disclosure Division's Manual such as Appendix K concerning Out-of-State Groups. My role as treasurer of GMWA led me to review and apply such resources to ensure GMWA complies with the Department's guidance.

12. Since its inception, I have overseen GMWA's bank account. At all times, the funds in the account have been used by GMWA, not the RGA. I, in my capacity as GMWA treasurer, and my agents in that capacity, have been the only people who have approved or authorized any transfer of GMWA funds.

13. Furthermore, I am familiar with GMWA's financial activity, as reported by statements to the Department. To my knowledge, the statements accurately reflect GMWA's financial activity.

14. The itemized expenditures GMWA reports to the Department are made from the bank account that was opened using the RGA's EIN but exclusively used by GMWA.

15. So, while there are tax filings from the RGA that reflect funds being reported as expenditures by GMWA, those funds belonged to GMWA, were spent by GMWA, and constitute

GMWA's expenditures under the Act. Allegations to the contrary are based on inferences and speculation that do not accurately reflect how GMWA makes and reports expenditures.

16. To my knowledge, any communication subject to MCL 169.247 that has identified GMWA as the entity paying for the communication was in fact paid for by GMWA.

17. As the treasurer of GMWA, I have never coordinated with, or otherwise unlawfully acted in concert with, Tudor Dixon for Governor, Inc, or any of its agents.

FURTHER AFFIANT SAYETH NOT.

Erim Canligil
Erim Canligil

STATE OF Virginia)
Fairfax COUNTY)

Signed and sworn before me in Fairfax County, State of Virginia by Viviana Ramirez
December 26 2022.

Viviana Ramirez
_____, Notary Public
State of Virginia County of Fairfax
My commission expires November 30 2026
Acting in Fairfax County.



EXHIBIT A

**STATEMENT OF ORGANIZATION FORM FOR INDEPENDENT AND POLITICAL COMMITTEES (PACS), AND
INDEPENDENT EXPENDITURE COMMITTEES (SUPER PACS)**

Print, sign, and mail a copy of this Statement of Organization to the Bureau of Elections to complete this request. All information disclosed on this form will be available to the public.

Committee ID:	Type of Filing: original	Date Submitted: 03/11/2021	Date Committee Formed: 03/11/2021
Committee Type and Sponsor. Ind. Exp. Super PAC N			
Full Name of Committee (must include Candidate's first and last name) GET MICHIGAN WORKING AGAIN			
Acronym Or Abreviation			
<div style="text-align: right;"><input checked="" type="checkbox"/></div> Out of State Committee Treasurer Irrevocable Written Stipulation.			
Primary Email Contact Treasurer ECANLIGIL@RGA.ORG			
Committee Street Address - No PO Boxes 1747 PENNSYLVANIA AVENUE NW SUITE 250 WASHINGTON DC 20006		Committee Mailing Address - May be PO Box 1747 PENNSYLVANIA AVENUE NW SUITE 250 WASHINGTON DC 2026624140 ECANLIGIL@RGA.ORG	
Treasurer Full Name CANLIGIL ERIM			
Treasurer Business Address DC		Treasurer Mail Address 1747 PENNSYLVANIA AVENUE NW SUITE 250 WASHINGTON DC 2026624928 ECANLIGIL@RGA.ORG	
Designated Record Keeper Full Name		Designated Record Keeper Address DC	
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<input checked="" type="checkbox"/> Electronic Filing			
Reporting Waiver		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Verification: I/We certify that all reasonable diligence was used in the preparation of the above statement and that the contents are true, accurate and complete to the best of my/our knowledge or belief. If filing electronically, we further agree that the signatures below shall serve as the signatures that verify the accuracy and completeness of each statement filed electronically by the committee. I/We certify that all reasonable diligence will be used in the preparation of each statement electronically filed by this committee and that the contents of each statement will be true, accurate and complete to the best of my/our knowledge or belief. (Sign Name and Date)			
Treasurer: <i>Eric Mignit</i>	Date: 3/11/2021	Designated Record Keeper	Date:

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Bureau of Elections
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Lansing, MI 48901-0726

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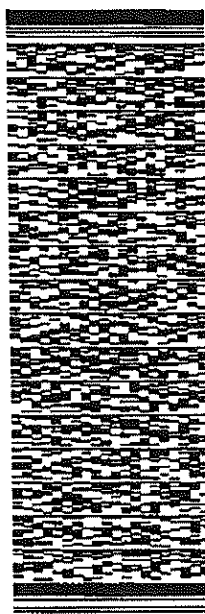
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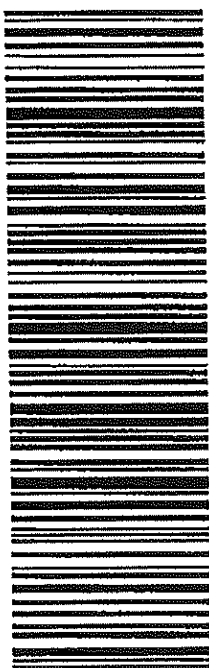
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March 18, 2021

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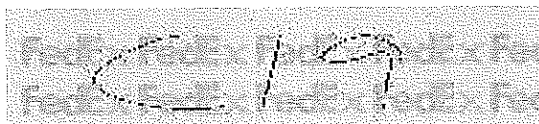
Status:	Delivered	Delivered To:	Mailroom
Signed for by:	S.WALTERS	Delivery Location:	430 W ALLEGAN ST
Service type:	FedEx Standard Overnight		
Special Handling:	Deliver Weekday		LANSING, MI, 48918
		Delivery date:	Mar 18, 2021 10:02

Shipping Information:

Tracking number:	773184293312	Ship Date:	Mar 17, 2021
		Weight:	0.5 LB/0.23 KG

Recipient:
Bureau of Elections,
430 West Allegan St
1st Floor
LANSING, MI, US, 48918

Shipper:
Erim Canligil, Get Michigan Working Again
SUITE 250
1747 PENNSYLVANIA AVENUE NW
WASHINGTON, DC, US, 20006



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EXHIBIT 3

Account Agreement

Date: 03/09/2021

Institution Name & Address

CHAIN BRIDGE BANK, N.A.
chainbridgebank.com
1445-A LAUGHLIN AVE
MCLEAN, VA 22101
(703) 748-2005

Internal Use Easy Business Ck

Account Title & Address

Republican Governors Association
Get Michigan Working Again
1747 Pennsylvania Ave
Suite 250
Washington DC 20006

Owner/Signer Information 1

Name	Erim Canligil
Relationship	Signer
Address	1747 Pennsylvania Ave. N.W. Ste 250 Washington DC 20006-0000
Mailing Address (if different)	1747 Pennsylvania Ave. N.W. Ste 250 Washington DC 20006
Gov't Issued Photo ID (type, number, state, issue date, exp. date)	Driver's License DL [REDACTED]
Other ID (description, details)	
Employer	RGAA
Previous Financial Inst.	
E-Mail	ecanligil@RGAA.ORG
Work Phone	(202) 662-4928
Home Phone:	Mobile Phone: [REDACTED]
Birth Date:	SSN/TIN: [REDACTED]

Ownership of Account

The specified ownership will remain the same for all accounts.

- ☐ Individual X
- ☐ Joint with Survivorship
(not as tenants in common) X
- ☐ Joint with No Survivorship
(as tenants in common) X
- ☐ Sole Proprietorship or Single Member LLC ☐ Partnership
- ☐ LLC-enter tax classification (☐ C Corp ☐ S Corp ☐ Partnership)
- ☐ C Corporation ☐ S Corporation ☒ Non-profit
- ☐ Trust-Separate Agreement Dated: _____
- ☒ Organization, Lodge, Association

Beneficiary Designation

(Check appropriate ownership above.)

- ☐ Revocable Trust ☐ Pay-On-Death (POD)
- ☐ _____

Beneficiary Name(s), Address(es), and SSN(s)

(Check appropriate beneficiary designation above.)

Enter Non-Individual Owner Information on page 2. There is additional Owner/Signer Information space on page 2.

☐ If checked, this is a temporary account agreement.

Number of signatures required for withdrawal: 1

Signature(s)

The undersigned authorize the financial institution to investigate credit and employment history and obtain reports from consumer reporting agency(ies) on them as individuals. Except as otherwise provided by law or other documents, each of the undersigned is authorized to make withdrawals from the account(s), provided the required number of signatures indicated above is satisfied. The undersigned personally and as, or on behalf of, the account owner(s) agree to the terms of, and acknowledge receipt of copy(ies) of, this document and the following:

- ☒ Terms & Conditions ☒ Truth in Savings ☒ Funds Availability
- ☒ Electronic Fund Transfers ☒ Privacy ☒ Substitute Checks
- ☒ Common Features ☐ _____

☐ Authorized Signer (See Owner/Signer Information for Authorized Signer Designation(s).)

The Internal Revenue Service does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

- (1): [X] DocuSigned by:
ERIM CANLIGIL
3B3F1D9C1E1A4C2...
Erim Canligil
I.D. # _____ D.O.B. _____
- (2): [X] DocuSigned by:
David Rexrode
690BF317A2294CD...
David Alexander Rexrode
I.D. # _____ D.O.B. _____
- (3): [X] DocuSigned by:
Jessica Furst Johnson
B40A2DCB254444E...
Jessica Furst Johnson
I.D. # [REDACTED] D.O.B. [REDACTED]
- (4): [X] _____
I.D. # _____ D.O.B. _____

Owner/Signer Information 2

Name	David Alexander Rexrode	
Relationship	Signer	
Address		
Mailing Address (if different)		
Gov't Issued Photo ID (type, number, state, issue date, exp. date)	Driver's License	DL
Other ID (description, details)		
Employer		
Previous Financial Inst.		
E-Mail	DREXRODE@RGA.ORG	
Work Phone	(202) 662-4143	
Home Phone:		Mobile Phone:
Birth Date:		SSN/TIN:

Owner/Signer Information 3

Name	Jessica Furst Johnson	
Relationship	Signer	
Address		
Mailing Address (if different)		
Gov't Issued Photo ID (type, number, state, issue date, exp. date)	Driver's License	DL
Other ID (description, details)		
Employer		
Previous Financial Inst.		
E-Mail	jjjohnson@rga.org	
Work Phone		
Home Phone:		Mobile Phone:
Birth Date:		SSN/TIN:

Owner/Signer Information 4

Name		
Relationship		
Address		
Mailing Address (if different)		
Gov't Issued Photo ID (type, number, state, issue date, exp. date)		
Other ID (description, details)		
Employer		
Previous Financial Inst.		
E-Mail		
Work Phone		
Home Phone:		Mobile Phone:
Birth Date:		SSN/TIN:

Important Account Opening Information. Federal law requires us to obtain sufficient information to verify your identity. You may be asked several questions and to provide one or more forms of identification to fulfill this requirement. In some instances we may use outside sources to confirm the information. The information you provide is protected by our privacy policy and federal law.

Non-Individual Owner Information

Name	Republican Governors Association
State/Country & Date of Organization	
Nature of Business	
Address	1747 Pennsylvania Ave Washington DC 20006-0000
Mailing Address (if different)	1747 Pennsylvania Ave Washington DC 20006
Authorization/Resolution Date	
Previous Financial Inst.	
E-Mail	ECANLIGIL@rga.org
Phone	(202) 662-4140
EIN: 11-3655877	Mobile Phone:

Account Description	Account #	Initial Deposit/Source
Checking		\$ <input type="checkbox"/> Cash <input type="checkbox"/> Check
		\$ <input type="checkbox"/> Cash <input type="checkbox"/> Check
		\$ <input type="checkbox"/> Cash <input type="checkbox"/> Check

Services Requested

<input type="checkbox"/> ATM	<input type="checkbox"/> Debit/Check Cards (No. Requested: _____)
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Backup Withholding Certifications

(If not a "U.S. Person", certify foreign status separately)

☒ By signing signature field (1) on this document, I certify under penalties of perjury that the statements made in this section are true and that I am a U.S. citizen or other U.S. person (as defined in the instructions).

☒ **Taxpayer I.D. Number - TIN:** 11-3655877

The Taxpayer Identification Number (TIN) shown is my correct taxpayer identification number.

☒ **Backup Withholding.** I am not subject to backup withholding either because I have not been notified that I am subject to backup withholding as a result of a failure to report all interest or dividends, or the Internal Revenue Service has notified me that I am no longer subject to backup withholding.

☐ **Exempt Recipients.** I am an exempt recipient under the Internal Revenue Service Regulations. Exempt payee code (if any) _____

FATCA Code. The FATCA code entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Other Terms/Information

--

Resolution of Lodge, Association or Other Similar Organization

CHAIN BRIDGE BANK, N.A.
1445-A LAUGHLIN AVE
MCLEAN, VA 22101

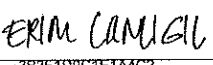
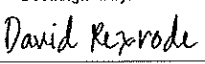
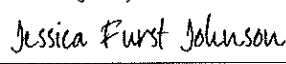
By: Republican Governors Association
Get Michigan Working Again
1747 Pennsylvania Ave
Suite 250
Washington DC 20006

Referred to in this document as "Financial Institution"

Referred to in this document as "Association"

I, David Rexrode, certify that I am Secretary (clerk) of the above named association organized under the laws of District of Columbia, Federal Employer I.D. Number 11-3655877, and that the resolutions on this document are a correct copy of the resolutions adopted at a meeting of the Association duly and properly called and held on March 09, 2021 (date). These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

Agents. Any Agent listed below, subject to any written limitations, is authorized to exercise the powers granted as indicated below:

Name and Title or Position	Signature	Facsimile Signature (if used)
A. <u>Erim Canligil</u>	X <div style="display: inline-block; vertical-align: middle; text-align: left; margin-left: 5px;"> <small>DocuSigned by:</small>  <small>3B3F1D0C1E1A4C2...</small> </div>	X _____
B. <u>David Rexrode</u>	X <div style="display: inline-block; vertical-align: middle; text-align: left; margin-left: 5px;"> <small>DocuSigned by:</small>  <small>660BF317A2294CD...</small> </div>	X _____
C. <u>Jessica Johnson</u>	X <div style="display: inline-block; vertical-align: middle; text-align: left; margin-left: 5px;"> <small>DocuSigned by:</small>  <small>B40A2DCB25444E...</small> </div>	X _____
D. _____	X _____	X _____
E. _____	X _____	X _____
F. _____	X _____	X _____

RAA0151

Powers Granted. (Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

Indicate A, B, C, D, E, and/or F	Description of Power	Indicate number of signatures required
A, B, C	(1) Exercise all of the powers listed in this resolution.	1
	(2) Open any deposit or share account(s) in the name of the Association.	
	(3) Endorse checks and orders for the payment of money or otherwise withdraw or transfer funds on deposit with this Financial Institution.	
	(4) Borrow money on behalf and in the name of the Association, sign, execute and deliver promissory notes or other evidences of indebtedness.	
	(5) Endorse, assign, transfer, mortgage or pledge bills receivable, warehouse receipts, bills of lading, stocks, bonds, real estate or other property now owned or hereafter owned or acquired by the Association as security for sums borrowed, and to discount the same, unconditionally guarantee payment of all bills received, negotiated or discounted and to waive demand, presentment, protest, notice of protest and notice of non-payment.	
	(6) Enter into a written lease for the purpose of renting, maintaining, accessing and terminating a Safe Deposit Box in this Financial Institution.	
	(7) Other:	

Limitations on Powers. The following are the Association's express limitations on the powers granted under this resolution.

Resolutions

The Association named on this resolution resolves that,

- (1) The Financial Institution is designated as a depository for the funds of the Association and to provide other financial accommodations indicated in this resolution.
- (2) This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Association and certified to the Financial Institution as governing the operation of this association's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
- (3) The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Association. Any Agent, so long as they act in a representative capacity as an Agent of the Association, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated in this resolution, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.
- (4) All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Association with the Financial Institution prior to the adoption of this resolution are hereby ratified, approved and confirmed.

- (5) The Association agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Association. The Association authorizes the Financial Institution, at any time, to charge the Association for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.
- (6) The Association acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Association to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.
- (7) The Association acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Association with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Association authorizes each Agent to have custody of the Association's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Effect on Previous Resolutions. This resolution supersedes resolution dated _____ . If not completed, all resolutions remain in effect.

Certification of Authority

I further certify that the Association has, and at the time of adoption of this resolution had, full power and lawful authority to adopt the resolutions stated above to confer the powers granted above to the persons named who have full power and lawful authority to exercise the same. (Apply seal below where appropriate.)

☒ If checked, the Association is a non-profit lodge, association or similar organization.

DocuSigned by:

David Repode

660BF317A2284CD...
(Secretary)

DocuSigned by:

ERIN CAMERON

3B3F1D6C1E1A4C2...
(Attest by Other Officer)

(Attest by Other Officer)

For Financial Institution Use Only

Acknowledged and received on _____

(date) by _____ (initials)

☐ This resolution is superseded by resolution dated _____

Comments:

Certification of Beneficial Owners of Legal Entities

The information contained in this Certification is sought pursuant to Section 1010.230 of Title 31 of the United States Code of Federal Regulations (31 CFR 1010.230).

Financial Institution Name: CHAIN BRIDGE BANK, N.A.		Financial Institution Location: 1445-A LAUGHLIN AVE MCLEAN, VA 22101
Financial Institution Contact Person: Angeli Nanali	Contact Phone Number: (703) 748-2005	Customer Portfolio/Identifier: [REDACTED]

I. General Instructions

What is this form?

To help the government fight financial crime, Federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Who has to complete this form?

This form must be completed by the person opening a new account on behalf of a legal entity with any of the following U.S. financial institutions: (i) a bank or credit union; (ii) a broker or dealer in securities; (iii) a mutual fund; (iv) a futures commission merchant; or (v) an introducing broker in commodities.

For the purposes of this form, a **legal entity** includes a corporation, limited liability company, or other entity that is created by a filing of a public document with a Secretary of State or similar office, a general partnership, and any similar business entity formed in the United States or a foreign country. **Legal entity** does not include sole proprietorships, unincorporated associations, or natural persons opening accounts on their own behalf.

What information do I have to provide?

This form requires you to provide the name, address, date of birth and Social Security number (or passport number or other similar information, in the case of Non-U.S. persons) for the following individuals (i.e., the **beneficial owners**):

- (i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); and
- (ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, or Treasurer).

The number of individuals that satisfy this definition of "beneficial owner" may vary. Under section (i), depending on the factual circumstances, up to four individuals (but as few as zero) may need to be identified. Regardless of the number of individuals identified under section (i), you must provide the identifying information of one individual under section (ii). It is possible that in some circumstances the same individual might be identified under both sections (e.g., the President of Acme, Inc. who also holds a 30% equity interest). Thus, a completed form will contain the identifying information of at least one individual (under section (ii)), and up to five individuals (i.e., one individual under section (ii) and four 25 percent equity holders under section (i)). The financial institution may also ask to see a copy of a driver's license or other identifying document for each beneficial owner listed on this form.

RAA0151 [REDACTED]

II. Certification of Beneficial Owner(s)

Persons opening an account on behalf of a legal entity must provide the following information:

Full Name of Natural Person Opening Account: David Rexrode	Title of Natural Person Opening Account: Executive Director
Type of Legal Entity for Which the Account is Being Opened: Non-Profit Association	Legal Entity Identifier (Optional):
Name of Legal Entity for Which the Account is Being Opened: Republican Governors Association	
Physical Address of Legal Entity for Which the Account is Being Opened: 1747 Pennsylvania Ave Washington DC 20006	
Account Type (Optional): Easy Business Ck	Account Number (Optional): [REDACTED]

Provide the following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above:

Full Name (Beneficial Owner)		Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Non-U.S. Persons: Social Security Number, Passport Number and country of issuance, or other similar identification number ¹
	Percent of Ownership (Optional)				
First	M.I.		Street		Number
Last	Suffix	%	City State & Zip		Country of Issuance
First	M.I.		Street		Number
Last	Suffix	%	City State & Zip		Country of Issuance
First	M.I.		Street		Number
Last	Suffix	%	City State & Zip		Country of Issuance
First	M.I.		Street		Number
Last	Suffix	%	City State & Zip		Country of Issuance

☒ If checked, Beneficial Owner listing requirement is Not Applicable

II. Certification of Beneficial Owner(s), Continued

Provide the following information for one individual with significant responsibility for managing the legal entity listed above, such as:

- ♦ An executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or
- ♦ Any other individual who regularly performs similar functions.

(If appropriate, an individual listed under the ownership section above may also be listed in the section below).

Full Name/Title (of Person with Control)	Date of Birth	Address (Residential or Business Street Address)	For U.S. Persons: Social Security Number	For Non-U.S. Persons: Social Security Number, Passport Number and country of issuance, or other similar identification number ¹
First M.I. David		Street		Number
Last Suffix Rexrode		City		Country of Issuance
Title Executive Direc		State & Zip		

¹ In lieu of a passport number, Non-U.S. Persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard.

I, David Rexrode *(name of natural person opening account)*, hereby certify, to the best of my knowledge, that the information provided above is complete and correct. Also, the Legal Entity named above agrees to notify the Financial Institution of any change in the beneficial ownership information on this Certification.

DocuSigned by:
Signature: *David Rexrode* Date: 3/9/2021
660BE317A2294CD

For Institution Use Only:

Name of Beneficial Owner	Type of Document	Document ID Number	Place of Issuance	Date of Issuance	Expiration Date
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				
	<input type="checkbox"/>				
David Rexrode	TAXID <input type="checkbox"/> DL PHOTOCOPY		Kentucky	04/28/2017	04/27/2021

II. Certification of Beneficial Owner(s), Continued


Additional Information:

CHAIN BRIDGE BANK, N.A.

UNLAWFUL INTERNET GAMBLING NOTICE & CERTIFICATE

In accordance with the requirements of the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG, this notification is to inform you that restricted transactions are prohibited from being processed through your account or relationship with our institution. Restricted transactions are transactions in which a person accepts credit, funds, instruments, or other proceeds from another person in connection with unlawful internet gambling. By signing below, you certify that your business does not engage in internet gambling. You also agree to notify Chain Bridge Bank, N.A. in the event of any change in circumstance.

Signature:

DocuSigned by:

3B3F1D0C1E1A4C2...

Title:

Chief Financial Officer

Account Name: Republican Governors Association

Date:

03/09/2021

Electronic Fund Transfers

Your Rights and Responsibilities

The Electronic Fund Transfers we are capable of handling for consumers are indicated below, some of which may not apply to your account. Some of these may not be available at all terminals. Please read this disclosure carefully because it tells you your rights and obligations for these transactions. Options following a checkbox (☐) only apply if checked. You should keep this notice for future reference.

Types of Transfers, Frequency and Dollar Limitations

☒ (a) Prearranged Transfers.

☐ Preauthorized credits. You may make arrangements for certain direct deposits to be accepted into your

☒ checking ☒ savings ☐ prepaid account(s).

☐ Preauthorized payments. You may make arrangements to pay certain recurring bills from your

☒ checking ☒ savings ☐ prepaid account(s).

☐

☐ (b) Telephone Transfers. You may access your account(s) by telephone at _____ using a touch tone _____ to:

☐ Transfer funds from checking to savings

☐ Transfer funds from savings to checking

☐ Transfer funds from _____ to _____

☐ Transfer funds from _____ to _____

☐ Make payments from checking to loan accounts with us

☐ Make payments from _____ to _____

☐ Make payments from _____ to _____

☐ Get checking account(s) information

☐ Get saving account(s) information

☐

☐

☒ (c) ATM Transfers. You may access your account(s) by ATM using your MasterCard Debit Card and personal identification number to:

☐ Making deposits to checking accounts

☐ Make deposits to savings accounts

☒ Get cash withdrawals from checking accounts you may withdraw no more than 500.00 per day

☒ Get cash withdrawals from savings accounts you may withdraw no more than 500.00 per day

☒ Transfer funds from savings to checking

☒ Transfer funds from checking to savings

☒ Transfer funds from checking _____ to _____ checking

☐ Make payments from checking account to _____ to _____

☐ Make payments from _____ to _____

☐ Get checking account(s) information

☐ Get saving account(s) information

☐

☐

☒ (d) Point-Of-Sale Transactions.

Using your card:

☒ You may access your ☒ checking account _____ account(s) to purchase goods

(☒ in person, ☒ by phone, ☒ by computer), pay for services (☒ in person, ☒ by phone, ☒ by computer), get cash from a merchant, if the merchant permits, or from a participating financial institution, and do anything that a participating merchant will accept.

Types of Transfers, Frequency and Dollar Limitations, Continued

- ☒ You may not exceed more than \$ 1,000.00 in transactions per DAY
- ☐
- ☐

- ☒ (e) Computer Transfers. You may access your account(s) by computer by
www.chainbridgebank.com

and using your
to:

- password/credentials
- ☒ Transfer funds from checking to savings
- ☒ Transfer funds from savings to checking
- ☒ Transfer funds from checking to checking to checking
- ☒ Transfer funds from savings to savings to savings
- ☒ Make payments from checking to loan accounts with us to loan accounts with us
- ☒ Make payments from savings to loan accounts with us
- ☐ Make payments from to
- ☒ Get checking account(s) information
- ☒ Get saving account(s) information
- ☒ Transfer funds between accounts with us
- ☒ Transfer funds to another person

- ☒ (f) Mobile Banking Transfers. You may access your account(s) by web-enabled cell phone by

and using your
to:

- Accessing the Bank's mobile app
- Smart Phone
- ☒ Transfer funds from checking to savings
- ☒ Transfer funds from savings to checking
- ☒ Transfer funds from Checking to Checking to Checking
- ☒ Transfer funds from Savings to Savings to Savings
- ☒ Make payments from checking to loan accounts with us to Loans with us
- ☒ Make payments from Savings to Loans with us
- ☐ Make payments from to
- ☒ Get checking account(s) information
- ☒ Get saving account(s) information
- ☒ Transfer funds between accounts with us
- ☒ Transfer funds to another person
- ☐
- ☐
- ☒ You may be charged access fees by your cell phone provider based on your individual plan. Web access is needed to use this service. Check with your cell phone provider for details on specific fees and charges.

- ☒ (g) Electronic Fund Transfers Initiated By Third Parties. You may authorize a third party to initiate electronic fund transfers between your account and the third party's account. These transfers to make or receive payment may be one-time occurrences or may recur as directed by you. These transfers may use the Automated Clearing House (ACH) or other payments network. Your authorization to the third party to make these transfers can occur in a number of ways. For example, your authorization to convert a check to an electronic fund transfer or to electronically pay a returned check charge can occur when a merchant provides you with notice and you go forward with the transaction (typically, at the point of purchase, a merchant will post a sign and print the notice on a receipt). In all cases, these third party transfers will require you to provide the third party with your account number and financial institution information. This information can be found on your check as well as on a deposit or withdrawal slip. Thus, you should only provide your financial institution and account information (whether over the phone, the Internet, or via some other method) to trusted third parties whom you have authorized to initiate these electronic fund transfers. Examples of these transfers include, but are not limited to:

Types of Transfers, Frequency and Dollar Limitations, Continued**(g) EFTs Initiated By Third Parties, Continued**

☒ **Electronic check conversion.** You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. You may:

- ☐ Not exceed more than _____ payments by electronic check per _____ . Payments are limited to _____ per _____ .
- ☐ Make payments by electronic check from _____ . Payments are limited to _____ per _____ .

☒ **Electronic returned check charge.** You may authorize a merchant or other payee to initiate an electronic fund transfer to collect a charge in the event a check is returned for insufficient funds. You may:

- ☐ Make no more than _____ payments per _____ for electronic payment of charges for checks returned for insufficient funds.
- ☐ Make electronic payment of charges for checks returned for insufficient funds from _____ . Payments are limited to _____ per _____ .

☐

General Limitations

In addition to those limitations on transfers elsewhere described, if any, the following limitations apply:

- ☒ Transfer or withdrawals from a m/m or savings account to another account of yours or to a third party by means of a preauthorized or automatic transfer or telephone order or instruction, computer transfer, or by check, draft, debit card or similar order to a third party, are limited to 6 _____ per statement period .
- ☐ If you exceed the transfer limitations set forth above, your account shall be subject to closure.

☐

Fees

- ☐ We charge _____ each _____ to our customers whose accounts are set up to use _____ .
- ☐ We charge _____ each _____ but only if the _____ balance in the _____ falls below _____ during the _____ .
- ☐ Please refer to _____ for a list of all the prepaid account/card fees.
- ☐
- ☐

Except as indicated above, we do not charge for Electronic Fund Transfers.

ATM Operator/Network Fees: When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Documentation

(a) **Terminal Transfers.** You can get a receipt at the time you make a transfer to or from your account using a(n)

- ☒ automated teller machine
- ☐ point-of-sale terminal.
- ☐ You may not get a receipt if the amount of the transfer is \$15 or less.

(b) **Preauthorized Credits.** If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call us at the telephone number listed below to find out whether or not the deposit has been made.

(c) **In addition,**

- ☒ You will get a monthly account statement from us, unless there are no transfers in a particular month. In any case you will get a statement at least quarterly.
- ☐ You will get a quarterly statement from us on your savings account if the only possible electronic transfer to or from the account is a preauthorized credit.
- ☐ If you bring your passbook to us, we will record any electronic deposits that were made to your account since the last time you brought in your passbook.
- ☐ You may obtain information about the amount of money you have remaining in your prepaid account by calling the telephone number listed below. This information, along with a 12-month history of account transactions, is also available online at
- ☐ If your prepaid account is registered with us, you also have the right to obtain at least 24 months of written history of account transactions by calling or writing us at the telephone number or address listed in this disclosure. You will not be charged a fee for this information unless you request it more than once per month.
- ☐ You also have the right to obtain at least 24 months of written history of your prepaid account transactions by calling or writing us at the telephone number or address listed in this disclosure. You will not be charged a fee for this information unless you request it more than once per month.
- ☐

Preauthorized Payments

(a) **Right to stop payment and procedure for doing so.** If you have told us in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call or write us at the telephone number or address listed in this disclosure, in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

☒ We charge \$35/\$25 if online for each stop payment.

(b) **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

(c) **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

Financial Institution's Liability

(a) **Liability for failure to make transfers.** If we do not complete a transfer to or from your account on time or in the correct amount according to your agreement with you, we will be liable for your losses and damages. However, there are some exceptions. We will not be liable, for instance:

- ◆ If, through no fault of ours, you do not have enough money in your account to make the transfer.
- ◆ If the transfer would go over the credit limit on your overdraft line.
- ◆ If the automated teller machine where you are making the transfer does not have enough cash.
- ◆ If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- ◆ If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- ◆ There may be other exceptions stated in our agreement with you.

Confidentiality

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) ☒ if you give us written permission.
☒ as explained in the separate Privacy Disclosure.
☐

Unauthorized Transfers

☒ (a) **Consumer Liability.** Tell us at once if you believe your card and/or code has been lost or stolen, or (if your account can be accessed by check) if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission. Also, if you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement (or for a prepaid account where no statement is sent, if your electronic history or written history) shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was transmitted to you (or for a prepaid account where no statement is sent, 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared), you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time period.

- ☐ **Visa® Debit Card. Additional Limits on Liability for**
 Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen Visa card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, to anonymous Visa prepaid card transactions, or to

Unauthorized Transfers, Continued

transactions using your Personal Identification Number which are not processed by Visa. Visa is a registered trademark of Visa International Service Association.

☒ **Mastercard® Debit Card. Additional Limits on Liability for**

You will not be liable for any unauthorized transactions using your Mastercard debit card if: (i) you can demonstrate that you have exercised reasonable care in safeguarding your card from the risk of loss or theft, and (ii) upon becoming aware of a loss or theft, you promptly report the loss or theft to us. This additional limit on liability does not apply to a prepaid card until such time as the prepaid card is registered with us and we have completed our customer identification program requirements. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

☐

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed at the end of this disclosure. You should also call the number or write to the address listed at the end of this disclosure if you believe a transfer has been made using the information from your check without your permission.

☐ **(a) Consumer Liability.** There are no limitations on your liability for unauthorized transfers using this prepaid card. This is because we do not have a consumer identification or verification process for this prepaid card.

Error Resolution Notice

☒ **In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed below, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.**

(1) Tell us your name and account number (if any).

(2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

(3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days involving a Visa® point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa or 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days involving a Visa point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa or 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. An account is considered a new account for 30 days after the first deposit is made, if you are a new customer.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

Error Resolution Notice, Continued

- ☐ There is not an error resolution process for prepaid cards. This is because we do not have a consumer identification or verification process for the prepaid cards we offer.
- ☐ In Case of Errors or Questions About Your Prepaid Account Telephone or Write at the telephone number or address listed in this disclosure as soon as you can, if you think an error has occurred in your prepaid account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling or writing us at the telephone number or address listed in this disclosure. You will need to tell us:

- (1) Your name and prepaid account number.
- (2) Why you believe there is an error, and the dollar amount involved.
- (3) Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days involving a Visa point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, and your account is registered with us, we will credit your account within 10 business days (5 business days involving a Visa point-of-sale transaction, other than an anonymous Visa prepaid card transaction, processed by Visa) for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

If you need more information about our error-resolution procedures, call us at the telephone number listed in this disclosure ☐ or visit

☐ Keep reading to learn more about how to register your card.

- ☐ **Warning regarding unverified prepaid accounts.** It is important to register your prepaid account as soon as possible. Until you register your account and we verify your identity, we are not required to research or resolve any errors regarding your account. To register your account, go to the website or call us at the telephone number listed in this disclosure. We will ask you for identifying information about yourself (including your full name, address, date of birth, and Social Security Number or government-issued identification number, so that we can verify your identity).

Important Information Regarding Your Prepaid Card

- ☐ **FDIC insurance eligibility for your prepaid card.**

☐ Be sure to register your card for FDIC insurance eligibility and other protections.

☐ Your funds are eligible for FDIC insurance.

Your funds will be held at or transferred to us, an FDIC insured institution. Once here, your funds are insured up to \$250,000 by the FDIC in the event we fail, if specific deposit insurance requirements are met and your card is registered. See fdic.gov/deposit/deposits/prepaid.html for details.

Important Information Regarding Your Prepaid Card, Continued

☐ NCUA insurance for your prepaid card, if eligible.

☐ Be sure to register your card for NCUA insurance, if eligible, and other protections.

☐ Your funds are NCUA insured, if eligible.

Your funds will be held at or transferred to us, an NCUA-insured institution. Once here, if specific share insurance requirements are met and your card is registered, your funds are insured up to \$250,000 by the NCUA in the event we fail.

☐ NOT FDIC or NCUA insured. The funds in our prepaid card are not FDIC or NCUA insured.

☐ Treat this card like cash.

☐ Your funds will be held at or transferred to us. If we fail, you are not protected by FDIC deposit or NCUA share insurance and you could lose some or all of your money.

☐ Register your card for other protections.

No overdraft/credit feature. There is no overdraft/credit feature associated with your prepaid card.

Prepaid account information or complaints. For general information about prepaid accounts, visit cfpb.gov/prepaid. If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.

Our contact information. You can use the contact information listed in this disclosure to get more information about your prepaid card. Contact us by: ☐ phone ☐ mail ☐ at our website

By signing below customer acknowledges receipt of pages 1, 2, 3, 4, 5, 6, 7, 8 and 9 of this notice:

DocuSigned by:

ERIM CAMILLI

3/9/2021

Signed

Dated

INSTITUTION (name, address, telephone number, etc., and business days)

CHAIN BRIDGE BANK, N.A.

1445-A LAUGHLIN AVE

MCLEAN, VA 22101

(703) 748-2005

Business Hours:

Monday through Friday 9:00 AM - 5:00 PM

Saturday 9:00 AM - 12:00 PM

Holidays are not included.

Additional Information

CHAIN BRIDGE BANK N.A.
FUNDS AVAILABILITY DISCLOSURE

Your Ability To Withdraw Funds

Our policy is to make funds from your check deposits available to you on the first business day after the day we receive your deposit. Cash and electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use them to pay checks you have written.

For determining availability of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit before 5:00 pm on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 5:00 pm or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

Longer Delays May Apply

In some cases, we will not make all of the funds that you deposit by check available to you on the first business day after the day of your deposit. Depending on the type of check you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 of your deposits, however, may be available on the first business day.

If we are not going to make all of the funds from your deposit available on the first business day, we will notify you at the time you make the deposit. We will also tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice by the day after we receive your deposit.

If you will need the funds from a deposit right away, you should ask us when the funds will be available.

In addition, funds you deposit by check may be delayed for a longer period under the following circumstances:

- *We believe a deposited check will not be paid.
- *You deposit checks totaling more than \$5,525 on any one day.
- *You redeposit a check that has been returned unpaid.
- *You have overdrawn your account repeatedly in the last 6 months.
- *There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check would have been available if you had deposited it.

If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Cash and funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from wires transfers and the first \$5,525 of a day's total deposits of cashier's checks, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,525 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U. S. Treasury check) is not made in person to one of our employees, the first \$5,525 will not be available until the second business day after the day of your deposit.

Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

Chain Bridge Bank, N.A.

1445-A Laughlin Avenue
McLean, VA 22101

FACTS

WHAT DOES CHAIN BRIDGE BANK, N.A. DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number
- Payment history
- Account balances
- Transaction history
- Checking account information
- Employment information

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Chain Bridge Bank, N.A. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Chain Bridge Bank, N.A. share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes— information about your creditworthiness	No	We don't share
For nonaffiliates to market to you	No	We don't share

Questions?

Call 703-748-2005 or go to www.chainbridgebank.com

Page 2**Who we are****Who is providing this notice?**

Chain Bridge Bank, N.A.

What we do**How does Chain Bridge Bank, N.A. protect my personal information?**

To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does Chain Bridge Bank, N.A. collect my personal information?

We collect your personal information, for example, when you

- Open an account or Apply for a loan
- Pay your bills or Show your government issued ID
- Give us your contact information

We also collect your personal information from others, such as credit bureaus or other companies.

Why can't I limit all sharing?

Federal law gives you the right to limit only

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions**Affiliates**

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Chain Bridge Bank, N.A. is owned by Chain Bridge Bancorp, Inc. Chain Bridge Bancorp, Inc.'s sole subsidiary is Chain Bridge Bank, N.A.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Chain Bridge Bank, N.A. does not share with non-affiliates so they can market you.*

Joint marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- *Chain Bridge Bank, N.A. doesn't jointly market.*

Other important information

Chain Bridge Bank N.A.**GENERAL SERVICE CHARGES FOR CONSUMER AND COMMERCIAL SERVICES**

Account Closing (Within 6 Months of Opening)	\$25
Account Research (Minimum 1 Hour)	\$50 per Hour
Additional copy of a statement (Manually Reproduced)	\$5 per Statement
ACH Single/Recurring Transfer or Change	\$20/\$20
ATM Surcharge at Other Bank ATM	5 Free per Month per Cardholder
ATM/Debit Card Foreign Conversion Transaction	1.00%
ATM Transactions at Chain Bridge Bank, N.A. ATM	Free
Chain Bridge Bank, N.A. ATM or Debit Card	Free
Cashiers Checks	\$10
Counter Checks	\$1
Daily Overdraft Service Charge (After Day 1)	\$10
Deposit Correction	\$10
Deposit Verification or Audit Confirmation	\$5
Duplicate Monthly Statement	\$5 per Statement
Easy to Balance Monthly Statements with Check Imaging	Free
Electronically Delivered Statements with Check Imaging	Free
Escheatment Service Charge	\$50
Foreign Check Collection	\$30
Foreign Currency	
Special Order	\$15 per Transaction
In Stock Purchase	\$5 per Transaction
Garnishments & Levies	\$100
Notary	\$5 per Document
Non-Sufficient Funds/Overdraft**	\$35
**NSF/Overdraft created by check, in-person withdrawal, ATM withdrawal or other electronic means	
Overdraft Protection Transaction Service Charge	\$5 per Transfer
Overnight Delivery Service Charge	\$30
Replacement ATM or Debit Card	\$5
Returned Deposited Item or Cashed Item Chargeback	\$12
Returned ACH	\$12
Stop Payment Paper/Online	\$35/\$25
Telephone/Email Transfer Request	\$2.50
Uncollected Check Paid or Returned	\$25

CONSUMER ONLINE BANKING

Online Banking	Free
Online Bill Pay	Free
FI-FI Transfers (Bank to Bank Transfers)	Free

MOBILE BANKING

Mobile Banking Access	Free
Mobile Deposit - Consumer and Business	Free

OTHER SERVICE CHARGES FOR COMMERCIAL SERVICES

Balance Assessment (Analysis Accounts Only)	\$0.06 per \$1,000
Chain Bridge Bank, N.A. Business Debit Card	Free
Checks Paid (Analysis Accounts Only)	\$0.13 per Check
Currency Deposited	\$0.50 per \$1000
Coin Deposited (1 Business Day to Process)	10% of the Total Deposit
Deposit Tickets (Analysis Accounts Only)	\$0.25 per Ticket
Items Deposited (Analysis Accounts Only)	\$0.13 per Item
Image Cash Letter Installion	\$300 - \$600
Night Deposit Bags	5 Free per Month, \$3 Thereafter

OTHER SERVICE CHARGES FOR COMMERCIAL SERVICES (cont)

Night Deposit Services	Free
Returned Items - Checks Deposited or ACH Initiated	\$12 per Item
Zero Balance Accounts (ZBA)	\$10 per Month

TREASURY MANAGEMENT ONLINE BANKING

ACH Module	\$50 per Year
ACH Batch Initiated	Free
ACH Items Initiated	\$0.20 per Item
Same Day ACH Items Initiated	\$10.00 per Item
EDI (Electronic Data Interchange)	Free
Positive Pay	Free
Wire Module	\$50 per Year
Outgoing Domestic Wire	\$25 per Wire
Outgoing International Wire	\$45 per Wire

COMMERCIAL REMOTE DEPOSIT SERVICES

Single-Feed	\$50 per Month
Multi-Feed	\$75 per Month
Remote Deposit Service	\$35 per Month

WIRES

Incoming Domestic Wire	Free
Incoming International Wire	\$15
Outgoing Consumer Domestic Wire - Paper	\$40
Outgoing Commercial Domestic Wire - Paper	\$50
Outgoing International Wire - Paper	\$55
Drawdown Wire Request	\$50
Returned Wire	\$20

SAFE DEPOSIT BOXES

Size	Annual Rent
7 x 10	\$135
5 x 10	\$110
3 x 10	\$85
5 x 5	\$50
3 x 5	\$35
2 x 5	\$30

IMPORTANT INFORMATION ABOUT YOUR CHECKING ACCOUNT

Substitute Checks and Your Rights

What is a substitute check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What are my rights regarding substitute checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to \$2,500.00 of your refund (plus interest if your account earns interest) within 10 business days after we received your claim and the remainder of your refund (plus interest if your account earns interest) not later than 45 calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your account.

How do I make a claim for a refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at:

CHAIN BRIDGE BANK, N.A.
1445-A LAUGHLIN AVE
MCLEAN, VA 22101
(703) 748-2005

You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include —

- ◆ A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- ◆ An estimate of the amount of your loss;
- ◆ An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- ◆ A copy of the substitute check or the following information to help us identify the substitute check: Check number, date of check, amount of check and to whom the check was written.

Terms and Conditions of Your Account

Contents:

- | | |
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| <ul style="list-style-type: none"> (1) Important Information about Procedures for Opening a New Account (2) Agreement (3) Liability (4) Deposits (5) Withdrawals <ul style="list-style-type: none"> <i>Generally</i> <i>Postdated Checks</i> <i>Checks and Withdrawal Rules</i> <i>Cash Withdrawals</i> <i>Multiple Signatures, Electronic Check Conversion, and Similar Transactions</i> <i>Notice of Withdrawal</i> (6) Ownership of Account and Beneficiary Designation <ul style="list-style-type: none"> <i>Individual Account</i> <i>Joint Account - With Survivorship</i> <i>Joint Account - No Survivorship</i> <i>Revocable Trust or Pay-on-Death Account</i> (7) Business, Organization, and Association Accounts (8) Stop Payments (9) Telephone Transfers (10) Amendments and Termination (11) Notices (12) Statements <ul style="list-style-type: none"> <i>Your Duty to Report Unauthorized Signatures, Alterations, and Forgeries</i> <i>Your Duty to Report Other Errors or Problems</i> <i>Errors Relating to Electronic Fund Transfers or Substitute Checks</i> <i>Duty to Notify if Statement Not Received</i> | <ul style="list-style-type: none"> (13) Direct Deposits (14) Temporary Account Agreement (15) Setoff (16) Check Processing (17) Check Cashing (18) Truncation, Substitute Checks, and Other Check Images (19) Remotely Created Checks (20) Unlawful Internet Gambling Notice (21) Guardian or Custodial Accounts (22) Stale-Dated Checks (23) ACH and Wire Transfers (24) Facsimile Signatures (25) Authorized Signer (26) Restrictive Legends or Endorsements (27) Account Transfer (28) Endorsements (29) Death or Incompetence (30) Fiduciary Accounts (31) Credit Verification (32) Legal Actions Affecting Your Account (33) Account Security <ul style="list-style-type: none"> <i>Duty to Protect Account Information and Methods of Access</i> <i>Positive Pay and Other Fraud Prevention Services</i> (34) Telephonic Instructions (35) Monitoring and Recording Telephone Calls and Consent to Receive Communications (36) Claim of Loss (37) Early Withdrawal Penalties (38) Address or Name Changes (39) Resolving Account Disputes (40) Waiver of Notices (41) Additional Terms |
|--|--|

(1) Important Information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

(2) Agreement

This document, along with any other documents we give you pertaining to your account(s), is a contract that establishes rules which control your account(s) with us. Please read this carefully and retain it for future reference. If you sign the signature

(2) Agreement, Continued

card or open or continue to use the account, you agree to these rules. You will receive a separate schedule of rates, qualifying balances, and fees if they are not included in this document. If you have any questions, please call us.

This agreement is subject to applicable federal laws, the laws of the state of Virginia and other applicable rules such as the operating letters of the Federal Reserve Banks and payment processing system rules (except to the extent that this agreement can and does vary such rules or laws). The body of state and federal law that governs our relationship with you, however, is too large and complex to be reproduced here. The purpose of this document is to:

1. summarize some laws that apply to common transactions;
2. establish rules to cover transactions or events which the law does not regulate;
3. establish rules for certain transactions or events which the law regulates but permits variation by agreement; and
4. give you disclosures of some of our policies to which you may be entitled or in which you may be interested.

If any provision of this document is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. We may permit some variations from our standard agreement, but we must agree to any variation in writing either on the signature card for your account or in some other document. Nothing in this document is intended to vary our duty to act in good faith and with ordinary care when required by law.

As used in this document the words "we," "our," and "us" mean the financial institution and the words "you" and "your" mean the account holder(s) and anyone else with the authority to deposit, withdraw, or exercise control over the funds in the account. However, this agreement does not intend, and the terms "you" and "your" should not be interpreted, to expand an individual's responsibility for an organization's liability. If this account is owned by a corporation, partnership or other organization, individual liability is determined by the laws generally applicable to that type of organization. The headings in this document are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this document should be construed so the singular includes the plural and the plural includes the singular.

(3) Liability

You agree, for yourself (and the person or entity you represent if you sign as a representative of another) to the terms of this account and the schedule of charges. You authorize us to deduct these charges, without notice to you, directly from the account balance as accrued. You will pay any additional reasonable charges for services you request which are not covered by this agreement.

Each of you also agrees to be jointly and severally (individually) liable for any account shortage resulting from charges or overdrafts, whether caused by you or another with access to this account. This liability is due immediately, and we can deduct any amounts deposited into the account and apply those amounts to the shortage. You have no right to defer payment of this liability, and you are liable regardless of whether you signed the item or benefited from the charge or overdraft.

You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your account. This includes, but is not limited to, disputes between you and another joint owner; you and an authorized signer or similar party; or a third party claiming an interest in your account. This also includes any action that you or a third party takes regarding the account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be deducted from your account when they are incurred, without notice to you.

(4) Deposits

We will give only provisional credit until collection is final for any items, other than cash, we accept for deposit (including items drawn "on us"). Before settlement of any item becomes final, we act only as your agent, regardless of the form of endorsement or lack of endorsement on the item and even though we provide you provisional credit for the item. We may

(4) Deposits, Continued

reverse any provisional credit for items that are lost, stolen, or returned. Unless prohibited by law, we also reserve the right to charge back to your account the amount of any item deposited to your account or cashed for you which was initially paid by the payor bank and which is later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error, counterfeit cashier's check or other problem which in our judgment justifies reversal of credit. You authorize us to attempt to collect previously returned items without giving you notice, and in attempting to collect we may permit the payor bank to hold an item beyond the midnight deadline. Actual credit for deposits of, or payable in, foreign currency will be at the exchange rate in effect on final collection in U.S. dollars. We are not responsible for transactions by mail or outside depository until we actually record them. We will treat and record all transactions received after our "daily cutoff time" on a business day we are open, or received on a day we are not open for business, as if initiated on the next business day that we are open. At our option, we may take an item for collection rather than for deposit. If we accept a third-party check or draft for deposit, we may require any third-party endorsers to verify or guarantee their endorsements, or endorse in our presence.

(5) Withdrawals

Generally. Unless clearly indicated otherwise on the account records, any of you, acting alone, who signs to open the account or has authority to make withdrawals may withdraw or transfer all or any part of the account balance at any time. Each of you (until we receive written notice to the contrary) authorizes each other person who signs or has authority to make withdrawals to endorse any item payable to you or your order for deposit to this account or any other transaction with us.

Postdated Checks. A postdated check is one which bears a date later than the date on which the check is written. We may properly pay and charge your account for a postdated check even though payment was made before the date of the check, unless we have received written notice of the postdating in time to have a reasonable opportunity to act. Because we process checks mechanically, your notice will not be effective and we will not be liable for failing to honor your notice unless it precisely identifies the number, date, amount and payee of the item.

Checks and Withdrawal Rules. If you do not purchase your check blanks from us, you must be certain that we approve the check blanks you purchase. We may refuse any withdrawal or transfer request which you attempt on forms not approved by us or by any method we do not specifically permit. We may refuse any withdrawal or transfer request which is greater in number than the frequency permitted by our policy, or which is for an amount greater or less than any withdrawal limitations. We will use the date the transaction is completed by us (as opposed to the date you initiate it) to apply any frequency limitations. In addition, we may place limitations on the account until your identity is verified.

Even if we honor a nonconforming request, we are not required to do so later. If you violate the stated transaction limitations (if any), in our discretion we may close your account or reclassify your account as another type of account. If we reclassify your account, your account will be subject to the fees and earnings rules of the new account classification.

If we are presented with an item drawn against your account that would be a "substitute check," as defined by law, but for an error or defect in the item introduced in the substitute check creation process, you agree that we may pay such item.

Cash Withdrawals. We recommend you take care when making large cash withdrawals because carrying large amounts of cash may pose a danger to your personal safety. As an alternative to making a large cash withdrawal, you may want to consider a cashier's check or similar instrument. You assume full responsibility of any loss in the event the cash you withdraw is lost, stolen, or destroyed. You agree to hold us harmless from any loss you incur as a result of your decision to withdraw funds in the form of cash.

Multiple Signatures, Electronic Check Conversion, and Similar Transactions. An electronic check conversion transaction is a transaction where a check or similar item is converted into an electronic fund transfer as defined in the Electronic Fund Transfers regulation. In these types of transactions the check or similar item is either removed from circulation (truncated) or given back to you. As a result, we have no opportunity to review the signatures or otherwise

(5) Withdrawals, Continued

examine the original check or item. You agree that, as to these or any items as to which we have no opportunity to examine the signatures, you waive any requirement of multiple signatures.

Notice of Withdrawal. We reserve the right to require not less than 7 days' notice in writing before each withdrawal from an interest-bearing account, other than a time deposit or demand deposit, or from any other savings deposit as defined by Regulation D. (The law requires us to reserve this right, but it is not our general policy to use it.) Withdrawals from a time account prior to maturity or prior to any notice period may be restricted and may be subject to penalty. See your notice of penalty for early withdrawal.

(6) Ownership of Account and Beneficiary Designation

These rules apply to this account depending on the form of ownership and beneficiary designation, if any, specified on the account records. We make no representations as to the appropriateness or effect of the ownership and beneficiary designations, except as they determine to whom we pay the account funds.

Individual Account. This is an account in the name of one person.

Joint Account - With Survivorship. (*And Not As Tenants In Common*). This is an account in the name of two or more persons. Each of you intend and agree that on the death of a party to the account, the deceased party's ownership in the account passes to the surviving party or parties to the account. This is subject to any previous pledge to which we have agreed. If two or more of you survive, you will own the balance in the account as joint tenants with survivorship and not as tenants in common.

Joint Account - No Survivorship. (*As Tenants In common*). This is owned by two or more persons, but none of you intend (merely by opening this account) to create any right of survivorship in any other person. Each of you intend that when you die your interest in this account will pass as a part of your estate under a will, trust, or by intestacy. We encourage you to agree and tell us in writing of the percentage of the deposit contributed by each of you. This information will not, however, affect the number of signatures necessary for withdrawal.

Revocable Trust or Pay-on-Death Account. If two or more of you create this type of account, you own the account jointly with survivorship. Beneficiaries cannot withdraw unless: (1) all persons creating the account die, and (2) the beneficiary is then living. If two or more beneficiaries are named and survive the death of all persons creating the account, beneficiaries will own this account in equal shares, without right of survivorship. The person(s) creating either of these account types may: (1) change beneficiaries, (2) change account types, and (3) withdraw all or part of the account funds at any time.

(7) Business, Organization, and Association Accounts

Earnings in the form of interest, dividends, or credits will be paid only on collected funds, unless otherwise provided by law or our policy. You represent that you have the authority to open and conduct business on this account on behalf of the entity. We may require the governing body of the entity opening the account to give us a separate authorization telling us who is authorized to act on its behalf. We will honor the authorization until we actually receive written notice of a change from the governing body of the entity.

(8) Stop Payments

The rules in this section cover stopping payment of items such as checks and drafts. Rules for stopping payment of other types of transfers of funds, such as consumer electronic fund transfers, may be established by law or our policy. If we have not disclosed these rules to you elsewhere, you may ask us about those rules.

We may accept an order to stop payment on any item from any one of you. You must make any stop-payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it before our stop-payment cutoff time. Because stop-payment orders are handled by computers, to be effective, your stop-payment order must precisely identify the number, date, and amount of the item, and the payee.

You may stop payment on any item drawn on your account whether you sign the item or not. Generally, if your stop-payment order is given to us in writing it is effective for six months. Your order will lapse after that time if you do not renew the order in writing before the end of the six-month period. If the original stop-payment order was oral your stop-payment order will lapse after 14 calendar days if you do not confirm your order in writing within that time period. We are not obligated to notify you when a stop-payment order expires.

If you stop payment on an item and we incur any damages or expenses because of the stop payment, you agree to indemnify us for those damages or expenses, including attorneys' fees. You assign to us all rights against the payee or any other holder of the item. You agree to cooperate with us in any legal actions that we may take against such persons. You should be aware that anyone holding the item may be entitled to enforce payment against you despite the stop-payment order.

Our stop-payment cutoff time is one hour after the opening of the next banking day after the banking day on which we receive the item. Additional limitations on our obligation to stop payment are provided by law (e.g., we paid the item in cash or we certified the item).

(9) Telephone Transfers

A telephone transfer of funds from this account to another account with us, if otherwise arranged for or permitted, may be made by the same persons and under the same conditions generally applicable to withdrawals made in writing. Limitations on the number of telephonic transfers from a savings account, if any, are described elsewhere.

(10) Amendments and Termination

We may change any term of this agreement. Rules governing changes in interest rates are provided separately in the Truth-in-Savings disclosure or in another document. For other changes, we will give you reasonable notice in writing or by any other method permitted by law. We may also close this account at any time upon reasonable notice to you and tender of the account balance personally or by mail. Items presented for payment after the account is closed may be dishonored. When you close your account, you are responsible for leaving enough money in the account to cover any outstanding items to be paid from the account. Reasonable notice depends on the circumstances, and in some cases such as when we cannot verify your identity or we suspect fraud, it might be reasonable for us to give you notice after the change or account closure becomes effective. For instance, if we suspect fraudulent activity with respect to your account, we might immediately freeze or close your account and then give you notice. If we have notified you of a change in any term of your account and you continue to have your account after the effective date of the change, you have agreed to the new term(s).

(11) Notices

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided elsewhere, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the check or item, including the precise check or item number, amount, date and payee. Written notice we give you is effective when it is deposited in the United States Mail with proper postage and addressed to your mailing address we have on file. Notice to any of you is notice to all of you.

(12) Statements

Your Duty to Report Unauthorized Signatures, Alterations, and Forgeries. You must examine your statement of account with "reasonable promptness." If you discover (or reasonably should have discovered) any unauthorized signatures or alterations, you must promptly notify us of the relevant facts. As between you and us, if you fail to do either of these duties, you will have to either share the loss with us, or bear the loss entirely yourself (depending on whether we used ordinary care and, if not, whether we substantially contributed to the loss). The loss could be not only with respect to items on the statement but other items with unauthorized signatures or alterations by the same wrongdoer.

You agree that the time you have to examine your statement and report to us will depend on the circumstances, but will not, in any circumstance, exceed a total of 30 days from when the statement is first sent or made available to you.

You further agree that if you fail to report any unauthorized signatures, alterations or forgeries in your account within 60 days of when we first send or make the statement available, you cannot assert a claim against us on any items in that statement, and as between you and us the loss will be entirely yours. This 60-day limitation is without regard to whether we used ordinary care. The limitation in this paragraph is in addition to that contained in the first paragraph of this section.

Your Duty to Report Other Errors or Problems. In addition to your duty to review your statements for unauthorized signatures, alterations and forgeries, you agree to examine your statement with reasonable promptness for any other error or problem - such as an encoding error or an unexpected deposit amount. Also, if you receive or we make available either your items or images of your items, you must examine them for any unauthorized or missing endorsements or any other problems. You agree that the time you have to examine your statement and items and report to us will depend on the circumstances. However, this time period shall not exceed 60 days. Failure to examine your statement and items and report any errors to us within 60 days of when we first send or make the statement available precludes you from asserting a claim against us for any errors on items identified in that statement and as between you and us the loss will be entirely yours.

Errors Relating to Electronic Fund Transfers or Substitute Checks (*For consumer accounts only*). For information on errors relating to electronic fund transfers (e.g., on-line, mobile, debit card or ATM transactions) refer to your Electronic Fund Transfers disclosure and the sections on consumer liability and error resolution. For information on errors relating to a substitute check you received, refer to your disclosure entitled Substitute Checks and Your Rights.

Duty to Notify if Statement Not Received. You agree to immediately notify us if you do not receive your statement by the date you normally expect to receive it. Not receiving your statement in a timely manner is a sign that there may be an issue with your account, such as possible fraud or identity theft.

(13) Direct Deposits

If we are required for any reason to reimburse the federal government for all or any portion of a benefit payment that was directly deposited into your account, you authorize us to deduct the amount of our liability to the federal government from the account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

(14) Temporary Account Agreement

If the account documentation indicates that this is a temporary account agreement, each person who signs to open the account or has authority to make withdrawals (except as indicated to the contrary) may transact business on this account. However, we may at some time in the future restrict or prohibit further use of this account if you fail to comply with the requirements we have imposed within a reasonable time.

(15) Setoff

We may (without prior notice and when permitted by law) set off the funds in this account against any due and payable debt any of you owe us now or in the future. If this account is owned by one or more of you as individuals, we may set off any funds in the account against a due and payable debt a partnership owes us now or in the future, to the extent of your liability as a partner for the partnership debt. If your debt arises from a promissory note, then the amount of the due and payable debt will be the full amount we have demanded, as entitled under the terms of the note, and this amount may include any portion of the balance for which we have properly accelerated the due date.

This right of setoff does not apply to this account if prohibited by law. For example, the right of setoff does not apply to this account if: (a) it is an Individual Retirement Account or similar tax-deferred account, or (b) the debt is created by a consumer credit transaction under a credit card plan (but this does not affect our rights under any consensual security interest), or (c) the debtor's right of withdrawal only arises in a representative capacity. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against this account. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff.

(16) Check Processing

We process items mechanically by relying solely on the information encoded in magnetic ink along the bottom of the items. This means that we do not individually examine all of your items to determine if the item is properly completed, signed and endorsed or to determine if it contains any information other than what is encoded in magnetic ink. You agree that we have exercised ordinary care if our automated processing is consistent with general banking practice, even though we do not inspect each item. Because we do not inspect each item, if you write a check to multiple payees, we can properly pay the check regardless of the number of endorsements unless you notify us in writing that the check requires multiple endorsements. We must receive the notice in time for us to have a reasonable opportunity to act on it, and you must tell us the precise date of the check, amount, check number and payee. We are not responsible for any unauthorized signature or alteration that would not be identified by a reasonable inspection of the item. Using an automated process helps us keep costs down for you and all account holders.

(17) Check Cashing

We may charge a fee for anyone that does not have an account with us who is cashing a check, draft or other instrument written on your account. We may also require reasonable identification to cash such a check, draft or other instrument. We can decide what identification is reasonable under the circumstances and such identification may be documentary or physical and may include collecting a thumbprint or fingerprint.

(18) Truncation, Substitute Checks, and Other Check Images

If you truncate an original check and create a substitute check, or other paper or electronic image of the original check, you warrant that no one will be asked to make payment on the original check, a substitute check or any other electronic or paper image, if the payment obligation relating to the original check has already been paid. You also warrant that any substitute check you create conforms to the legal requirements and generally accepted specifications for substitute checks. You agree to retain the original check in conformance with our internal policy for retaining original checks. You agree to indemnify us for any loss we may incur as a result of any truncated check transaction you initiate. We can refuse to accept substitute checks that have not previously been warranted by a bank or other financial institution in conformance with the Check 21 Act. Unless specifically stated in a separate agreement between you and us, we do not have to accept any other electronic or paper image of an original check.

(19) Remotely Created Checks

Like any standard check or draft, a remotely created check (sometimes called a telecheck, preauthorized draft or demand draft) is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (1) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) you will maintain proof of the authorization for at least 2 years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned you owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount you owe us, and if there are insufficient funds in your account, you still owe us the remaining balance.

(20) Unlawful Internet Gambling Notice

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through this account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful Internet gambling.

(21) Guardian or Custodial Accounts

This account is not subject to dormant service charges if the deposit was made: (1) by a court or (2) by a guardian pursuant to order of a court or (3) by any other person for the benefit of a person who was an infant at the time of the making of such deposit and which deposit is subject to withdrawal only upon the further order of such court or such guardian or other person. This account may become subject to dormant service charges one year after such infant attains the age of eighteen years or one year after the death of such infant, whichever occurs sooner. At our option, we may require proof of guardian or custodial status.

(22) Stale-Dated Checks

We are not obligated to, but may at our option, pay a check, other than a certified check, presented for payment more than six months after its date. If you do not want us to pay a stale-dated check, you must place a stop-payment order on the check in the manner we have described elsewhere.

(23) ACH and Wire Transfers

This agreement is subject to Article 4A of the Uniform Commercial Code - Fund Transfers as adopted in the state in which you have your account with us. If you originate a fund transfer and you identify by name and number a beneficiary financial institution, an intermediary financial institution or a beneficiary, we and every receiving or beneficiary financial institution may rely on the identifying number to make payment. We may rely on the number even if it identifies a financial institution, person or account other than the one named. You agree to be bound by automated clearing house association rules. These rules provide, among other things, that payments made to you, or originated by you, are provisional until final settlement is made through a Federal Reserve Bank or payment is otherwise made as provided in Article 4A-403(a) of the Uniform Commercial Code. If we do not receive such payment, we are entitled to a refund from you in the amount credited to your account and the party originating such payment will not be considered to have paid the amount so credited. Credit entries may be made by ACH. If we receive a payment order to credit an account you have with us by wire or ACH, we are not required to give you any notice of the payment order or credit.

(24) Facsimile Signatures

Unless you make advance arrangements with us, we have no obligation to honor facsimile signatures on your checks or other orders. If we do agree to honor items containing facsimile signatures, you authorize us, at any time, to charge you for all checks, drafts, or other orders, for the payment of money, that are drawn on us. You give us this authority regardless of by whom or by what means the facsimile signature(s) may have been affixed so long as they resemble the facsimile signature specimen filed with us, and contain the required number of signatures for this purpose. You must notify us at once if you suspect that your facsimile signature is being or has been misused.

(25) Authorized Signer (Individual Accounts only)

A single individual is the owner. The authorized signer is merely designated to conduct transactions on the owner's behalf. The owner does not give up any rights to act on the account, and the authorized signer may not in any manner affect the rights of the owner or beneficiaries, if any, other than by withdrawing funds from the account. The owner is responsible for any transactions of the authorized signer. We undertake no obligation to monitor transactions to determine that they are on the owner's behalf. The owner may terminate the authorization at any time, and the authorization is automatically terminated by the death of the owner. However, we may continue to honor the transactions of the authorized signer until: (a) we have received written notice or have actual knowledge of the termination of authority, and (b) we have a reasonable opportunity to act on that notice or knowledge. We may refuse to accept the designation of an authorized signer.

(26) Restrictive Legends or Endorsements

The automated processing of the large volume of checks we receive prevents us from inspecting or looking for restrictive legends, restrictive endorsements or other special instructions on every check. For this reason, we are not required to honor any restrictive legend or endorsement or other special instruction placed on checks you write unless we have agreed in writing to the restriction or instruction. Unless we have agreed in writing, we are not responsible for any losses, claims, damages, or expenses that result from your placement of these restrictions or instructions on your checks. Examples of restrictive legends placed on checks are "must be presented within 90 days" or "not valid for more than \$1,000.00." The payee's signature accompanied by the words "for deposit only" is an example of a restrictive endorsement.

(27) Account Transfer

This account may not be transferred or assigned without our prior written consent.

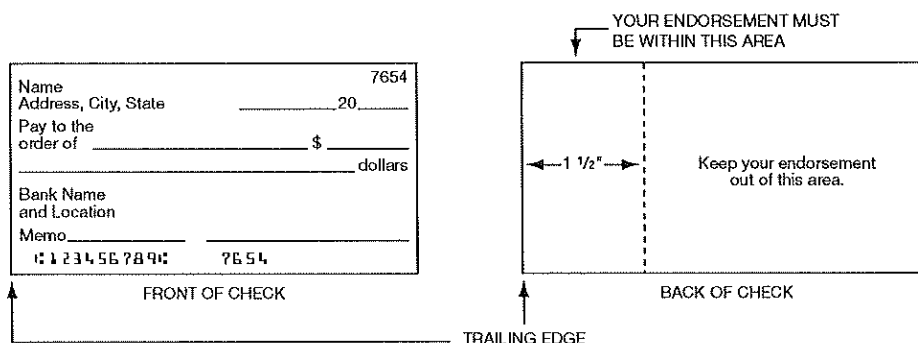
(28) Endorsements

We may accept for deposit any item payable to you or your order, even if they are not endorsed by you. We may give cash back to any one of you. We may supply any missing endorsement(s) for any item we accept for deposit or collection, and you warrant that all endorsements are genuine.

To ensure that your check or share draft is processed without delay, you must endorse it (sign it on the back) in a specific area. Your entire endorsement (whether a signature or a stamp) along with any other endorsement information (e.g., additional endorsements, ID information, driver's license number, etc.) must fall within 1 1/2" of the "trailing edge" of a check. Endorsements must be made in blue or black ink, so that they are readable by automated check processing equipment.

(28) Endorsements, Continued

As you look at the front of a check, the "trailing edge" is the left edge. When you flip the check over, be sure to keep all endorsement information within 1 1/2" of that edge.



It is important that you confine the endorsement information to this area since the remaining blank space will be used by others in the processing of the check to place additional needed endorsements and information. You agree that you will indemnify, defend, and hold us harmless for any loss, liability, damage or expense that occurs because your endorsement, another endorsement, or information you have printed on the back of the check obscures our endorsement. These endorsement guidelines apply to both personal and business checks.

(29) Death or Incompetence

You agree to notify us promptly if any person with a right to withdraw funds from your account(s) dies or is adjudicated (determined by the appropriate official) incompetent. We may continue to honor your checks, items, and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify checks drawn on or before the date of death or adjudication of incompetence for up to ten (10) days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the account.

(30) Fiduciary Accounts

Accounts may be opened by a person acting in a fiduciary capacity. A fiduciary is someone who is appointed to act on behalf of and for the benefit of another. We are not responsible for the actions of a fiduciary, including the misuse of funds. This account may be opened and maintained by a person or persons named as a trustee under a written trust agreement, or as executors, administrators, or conservators under court orders. You understand that by merely opening such an account, we are not acting in the capacity of a trustee in connection with the trust nor do we undertake any obligation to monitor or enforce the terms of the trust or letters.

(31) Credit Verification

You agree that we may verify credit and employment history by any necessary means, including preparation of a credit report by a credit reporting agency.

(32) Legal Actions Affecting Your Account

If we are served with a subpoena, restraining order, writ of attachment or execution, levy, garnishment, search warrant, or similar order relating to your account (termed "legal action" in this section), we will comply with that legal action. Or, in our

(32) Legal Actions Affecting Your Account, Continued

discretion, we may freeze the assets in the account and not allow any payments out of the account until a final court determination regarding the legal action. We may do these things even if the legal action involves less than all of you. In these cases, we will not have any liability to you if there are insufficient funds to pay your items because we have withdrawn funds from your account or in any way restricted access to your funds in accordance with the legal action. Any fees or expenses we incur in responding to any legal action (including, without limitation, attorneys' fees and our internal expenses) may be charged against your account. The list of fees applicable to your account(s) provided elsewhere may specify additional fees that we may charge for certain legal actions.

(33) Account Security

Duty to Protect Account Information and Methods of Access. It is your responsibility to protect the account numbers and electronic access devices (e.g., an ATM card) we provide you for your account(s). Do not discuss, compare, or share information about your account number(s) with anyone unless you are willing to give them full use of your money. An account number can be used by thieves to issue an electronic debit or to encode your number on a false demand draft which looks like and functions like an authorized check. If you furnish your access device and grant actual authority to make transfers to another person (a family member or coworker, for example) who then exceeds that authority, you are liable for the transfers unless we have been notified that transfers by that person are no longer authorized.

Your account number can also be used to electronically remove money from your account, and payment can be made from your account even though you did not contact us directly and order the payment.

You must also take precaution in safeguarding your blank checks. Notify us at once if you believe your checks have been lost or stolen. As between you and us, if you are negligent in safeguarding your checks, you must bear the loss entirely yourself or share the loss with us (we may have to share some of the loss if we failed to use ordinary care and if we substantially contributed to the loss).

Positive Pay and Other Fraud Prevention Services. Except for consumer electronic fund transfers subject to Regulation E, you agree that if we offer you services appropriate for your account to help identify and limit fraud or other unauthorized transactions against your account, and you reject those services, you will be responsible for any fraudulent or unauthorized transactions which could have been prevented by the services we offered. You will not be responsible for such transactions if we acted in bad faith or to the extent our negligence contributed to the loss. Such services include positive pay or commercially reasonable security procedures. If we offered you a commercially reasonable security procedure which you reject, you agree that you are responsible for any payment order, whether authorized or not, that we accept in compliance with an alternative security procedure that you have selected. The positive pay service can help detect and prevent check fraud and is appropriate for account holders that issue: a high volume of checks, a lot of checks to the general public, or checks for large dollar amounts.

(34) Telephonic Instructions

Unless required by law or we have agreed otherwise in writing, we are not required to act upon instructions you give us via facsimile transmission or leave by voice mail or on a telephone answering machine.

(35) Monitoring and Recording Telephone Calls and Consent to Receive Communications

Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording.

To provide you with the best possible service in our ongoing business relationship for your account we may need to contact you about your account from time to time by telephone, text messaging or email. However, we first obtain your consent to

(35) Monitoring and Recording Telephone Calls and Consent to Receive Communications, Continued

contact you about your account in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act of 1991 (TCPA), CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission (FCC).

- ◆ Your consent is limited to your account, and as authorized by applicable law and regulations.
- ◆ Your consent is voluntary and not conditioned on the purchase of any product or service from us.

With the above understandings, you authorize us to contact you regarding your account throughout its existence using any telephone numbers or email addresses that you have previously provided to us by virtue of an existing business relationship or that you may subsequently provide to us.

This consent is regardless of whether the number we use to contact you is assigned to a landline, a paging service, a cellular wireless service, a specialized mobile radio service, other radio common carrier service or any other service for which you may be charged for the call. You further authorize us to contact you through the use of voice, voice mail and text messaging, including the use of pre-recorded or artificial voice messages and an automated dialing device. If necessary, you may change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us.

(36) Claim of Loss

The following rules do not apply to a transaction or claim related to a consumer electronic fund transfer governed by Regulation E (e.g., an everyday consumer debit card or ATM transaction). The error resolution procedures for consumer electronic fund transfers can be found in our initial Regulation E disclosure titled, "Electronic Fund Transfers." For other transactions or claims, if you claim a credit or refund because of a forgery, alteration, or any other unauthorized withdrawal, you agree to cooperate with us in the investigation of the loss, including giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction, and the circumstances surrounding the loss. You will notify law enforcement authorities of any criminal act related to the claim of lost, missing, or stolen checks or unauthorized withdrawals. We will have a reasonable period of time to investigate the facts and circumstances surrounding any claim of loss. Unless we have acted in bad faith, we will not be liable for special or consequential damages, including loss of profits or opportunity, or for attorneys' fees incurred by you. You agree that you will not waive any rights you have to recover your loss against anyone who is obligated to repay, insure, or otherwise reimburse you for your loss. You will pursue your rights or, at our option, assign them to us so that we may pursue them. Our liability will be reduced by the amount you recover or are entitled to recover from these other sources.

(37) Early Withdrawal Penalties (and involuntary withdrawals)

We may impose early withdrawal penalties on a withdrawal from a time account even if you don't initiate the withdrawal. For instance, the early withdrawal penalty may be imposed if the withdrawal is caused by our setoff against funds in the account or as a result of an attachment or other legal process. We may close your account and impose the early withdrawal penalty on the entire account balance in the event of a partial early withdrawal. See your notice of penalty for early withdrawals for additional information.

(38) Address or Name Changes

You are responsible for notifying us of any change in your address or your name. Unless we agree otherwise, change of address or name must be made in writing by at least one of the account holders. Informing us of your address or name change on a check reorder form is not sufficient. We will attempt to communicate with you only by use of the most recent address you have provided to us. If provided elsewhere, we may impose a service fee if we attempt to locate you.

(39) Resolving Account Disputes

We may place an administrative hold on the funds in your account (refuse payment or withdrawal of the funds) if it becomes subject to a claim adverse to (1) your own interest; (2) others claiming an interest as survivors or beneficiaries of your account; or (3) a claim arising by operation of law. The hold may be placed for such period of time as we believe reasonably necessary to allow a legal proceeding to determine the merits of the claim or until we receive evidence satisfactory to us that the dispute has been resolved. We will not be liable for any items that are dishonored as a consequence of placing a hold on funds in your account for these reasons.

(40) Waiver of Notices

To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your account. For example, if you deposit an item and it is returned unpaid or we receive a notice of nonpayment, we do not have to notify you unless required by federal Regulation CC or other law.

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(41) Additional Terms

EXHIBIT 4

Chain Bridge Bank



[Chain Bridge Bank N A Home Page](#)

Republican Governors Association
Get Michigan Working Again
1747 Pennsylvania Ave
Suite 250
Washington DC 20006

Date 6/30/21
Account
Enclosures

Page 1

We're everywhere your mobile device is! Download our mobile app from the Apple App Store or the Google Play Store. Then go one step further and activate Mobile Deposit in the mobile app. For questions contact us at 703-748-2005.

CHECKING ACCOUNT

Account Title: Republican Governors Association
Get Michigan Working Again

Easy Business Checking		Number of Enclosures	0
Account Number		Statement Dates	6/01/21 thru 6/30/21
Previous Balance	507,409.22	Days in the Statement Period	30
6 Deposits	797.58	Average Ledger	502,530.58
3 Checks/Charges	13,760.23	Average Collected	502,530.58
Service Charge	.00		
Interest Paid	.00		
Current Balance	494,446.57		

ACTIVITY IN DATE ORDER

Date	Description	Amount	Balance
6/02	TRANSFER WinRed CCD	71.55	507,480.77
6/03	TRANSFER WinRed CCD	588.64	508,069.41
6/03	Wire Transfer Service Charge	10.00-	508,059.41
6/03	Wire Transfer Debit	5,000.00-	503,059.41
	FACEBOOK INC		
	BANK OF AMERICA, N		
	NEW YORK		
	NY		
	GET MI WORKING AGAIN MEDIA		

Chain Bridge Bank



Chain Bridge Bank N A Home Page

Date 6/30/21
Account
Enclosures

Page 2

Easy Business Checking

(Continued)

ACTIVITY IN DATE ORDER

Date	Description	Amount	Balance
6/04	TRANSFER WinRed	23.75	503,083.16
	CCD		
6/11	TRANSFER WinRed	9.32	503,092.48
	CCD		
6/23	TRANSFER WinRed	80.57	503,173.05
	CCD		
6/25	TRANSFER WinRed	23.75	503,196.80
	CCD		
6/28	ACH PMT AMEX EPAYMENT	8,750.23-	494,446.57
	CCD		

To report a lost or stolen ATM or Debit Card, call 1-866-546-8273.

RECONCILIATION INSTRUCTIONS

Date _____

Enter bank balance from statement			
Add deposits not credited by bank (if any)			
TOTAL			
Subtract total of checks not paid			
CHECKBOOK BALANCE ➡			

Reconcile your statement in the space provided below.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Chain Bridge Bank



Chain Bridge Bank N A Home Page

Republican Governors Association
Get Michigan Working Again
1747 Pennsylvania Ave
Suite 250
Washington DC 20006

Date 7/30/21
Account
Enclosures

Page 1
1

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CHECKING ACCOUNT

Account Title: Republican Governors Association
Get Michigan Working Again

Easy Business Checking

Account Number	
Previous Balance	494,446.57
7 Deposits	175.57
11 Checks/Charges	103,254.58
Service Charge	.00
Interest Paid	.00
Current Balance	391,367.56

Number of Enclosures	1
Statement Dates	7/01/21 thru 8/01/21
Days in the Statement Period	32
Average Ledger	430,278.60
Average Collected	430,278.60

ACTIVITY IN DATE ORDER

Date	Description	Amount	Balance
7/01	WinRed CCD	23.75	494,470.32
7/01	Wire Transfer Service Charge	10.00-	494,460.32
7/01	Wire Transfer Service Charge	10.00-	494,450.32
7/01	Wire Transfer Debit	1,125.00-	493,325.32
	PINPOINT MEDIA, LLC		
	BANK OF AMERICA, N		
	NEW YORK		
	NY		

Chain Bridge Bank



Chain Bridge Bank N A Home Page

Date 7/30/21
Account
Enclosures

Page 2
1

Easy Business Checking

(Continued)

ACTIVITY IN DATE ORDER			
Date	Description	Amount	Balance
	MI MEDIA PLACEMENT (SPOT SHIPP		
7/01	Wire Transfer Debit	19,000.00-	474,325.32
	PUBLIC OPINION STRATEGIES, LLC		
	NATIONAL CAPITAL B		
	WASHINGTON		
	DC		
	INV. 41633		
7/02	WinRed WinRed	23.75	474,349.07
	CCD		
7/07	winRed WinRed	23.75	474,372.82
	CCD		
7/16	Wire Transfer Service Charge	10.00-	474,362.82
7/16	Wire Transfer Service Charge	10.00-	474,352.82
7/16	Wire Transfer Service Charge	10.00-	474,342.82
7/16	Wire Transfer Debit	11,090.00-	463,252.82
	OPN SESAME		
	SILICON VALLEY BAN		
	SANTA CLARA		
	CA		
	INV. 1697		
7/16	Wire Transfer Debit	35,119.58-	428,133.24
	TARGETED VICTORY LLC		

Chain Bridge Bank



Chain Bridge Bank N A Home Page

Date 7/30/21
Account
Enclosures

Page 3
1

Easy Business Checking

(Continued)

ACTIVITY IN DATE ORDER			
Date	Description	Amount	Balance
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		
	BANK OF AMERICA, N		
	NEW YORK		
	NY		
	INV. 14521		
	[REDACTED]		
	[REDACTED]		
7/16	Wire Transfer Debit	36,770.00-	391,363.24
	SOMETHING ELSE STRATEGIES, LLC		
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		
	BB&T SOUTH CAROLIN		
	GREENVILLE		
	SC		
	INV. 2015492; INV. 2015491		
	[REDACTED]		
	[REDACTED]		
7/21	winRed winRed	9.32	391,372.56
	CCD		
7/22	winRed winRed	47.50	391,420.06
	CCD		
7/23	winRed winRed	23.75	391,443.81
	CCD		
7/26	Check 80005	100.00-	391,343.81
	CAMDEN BINETTE		
7/27	winRed winRed	23.75	391,367.56
	CCD		

Chain Bridge Bank



Chain Bridge Bank N A Home Page

Date 7/30/21
Account
Enclosures

Page 4
1

Easy Business Checking

(Continued)

CHECKS IN NUMBER ORDER

Date	Check No	Amount
7/26	80005	100.00

* Denotes missing check numbers

To report a lost or stolen ATM or Debit Card, call 1-866-546-8273.

Apply to account: CAMDENBINETTE - Republican Governors Association		1007131542
Republican Governors Association 1211 17th St NW Washington, DC 20006	64-0812 07/26	DATE 07/16/2021 0000080005
PAY (ONE HUNDRED DOLLARS AND NO/100)		AMOUNT
TO THE ORDER OF CAMDEN BINETTE		**\$100.00
Chain Bridge Bank	Signature on file - account holder has pre-approved this check. Void After 90 Days.	
0000080005		

Check 80005 Date: 07/26 Amount: \$100.00

<p>FOR DEPOSIT ONLY - JPMC</p> <p>TO THE ORDER OF THE ACCOUNT HOLDER OF THE ACCOUNT WITH JPMORGAN CHASE BANK, N.A. (THE "ACCOUNT")</p> <p>THIS CHECK IS BEING DEPOSITED INTO THE ACCOUNT BY THE ACCOUNT HOLDER OR AN AUTHORIZED REPRESENTATIVE OF THE ACCOUNT HOLDER.</p> <p>IF YOU ARE NOT THE ACCOUNT HOLDER OR AN AUTHORIZED REPRESENTATIVE OF THE ACCOUNT HOLDER, YOU MAY BE SUBJECT TO A FINE OR OTHER PENALTY.</p> <p>IF YOU ARE NOT THE ACCOUNT HOLDER OR AN AUTHORIZED REPRESENTATIVE OF THE ACCOUNT HOLDER, YOU MAY BE SUBJECT TO A FINE OR OTHER PENALTY.</p>	<p>For Deposit Only - JPMC</p> <p>ORIGINAL DOCUMENT</p>	<p>Signature</p> <p>For Deposit Only - JPMC</p>
---	---	---

Check 80005 Date: 07/26 Amount: \$100.00

RECONCILIATION INSTRUCTIONS

Date _____

Enter bank balance from statement			
Add deposits not credited by bank (if any)			
TOTAL			
Subtract total of checks not paid			
CHECKBOOK BALANCE ➡			

Reconcile your statement in the space provided below.

Explanation of Balance on Which the ODP Interest Charge is Computed

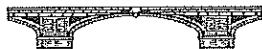
What To Do If You Think You Find A Mistake On Your Statement

- ◆ Account Information: Your name and account number.
- ◆ Dollar Amount: The dollar amount of the suspected error.
- ◆ Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Chain Bridge Bank



Chain Bridge Bank N A Home Page

Republican Governors Association
Get Michigan Working Again
1747 Pennsylvania Ave
Suite 250
Washington DC 20006

Date 8/31/21
Account
Enclosures

Page 1
2

We're everywhere your mobile device is! Download our mobile app from the Apple App Store or the Google Play Store. Then go one step further and activate Mobile Deposit in the mobile app. For questions contact us at 703-748-2005.

CHECKING ACCOUNT

Account Title: Republican Governors Association
Get Michigan Working Again

PRIVACY NOTICE-Federal law requires us to tell you how we collect, share, and protect your personal information. Our privacy policy has not changed and you may review our policy and practices with respect to your personal information at <https://www.chainbridgebank.com/privacystatement> or we will mail you a free copy upon your request if you call us at 703-748-2005.

Easy Business Checking

Account Number	
Previous Balance	391,367.56
6 Deposits	151.83
11 Checks/Charges	70,636.73
Service Charge	.00
Interest Paid	.00
Current Balance	320,882.66

Number of Enclosures	2
Statement Dates	8/02/21 thru 8/31/21
Days in the Statement Period	30
Average Ledger	342,458.23
Average Collected	342,458.23

ACTIVITY IN DATE ORDER

Date	Description	Amount	Balance
8/02	WinRed CCD	23.75	391,391.31
8/04	WinRed CCD	23.75	391,415.06
8/06	Wire Transfer Service Charge	10.00-	391,405.06
8/06	Wire Transfer Service Charge	10.00-	391,395.06
8/06	Wire Transfer Debit OPN SESAME	18,055.84-	373,339.22

Chain Bridge Bank



Chain Bridge Bank N A Home Page

Date 8/31/21
Account
Enclosures

Page 2
2

Easy Business Checking

(Continued)

ACTIVITY IN DATE ORDER			
Date	Description	Amount	Balance
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		
	SILICON VALLEY BAN		
	SANTA CLARA		
	CA		
	INV. 1716		
	[REDACTED]		
	[REDACTED]		
8/06	wire Transfer Debit	34,875.00-	338,464.22
	THE TARRANCE GROUP INC		
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		
	BRANCH BANKING & T		
	RICHMOND		
	VA		
	INV. 0014260-IN		
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		
8/13	wire Transfer Service Charge	10.00-	338,454.22
8/13	wire Transfer Debit	375.88-	338,078.34
	TARGETED VICTORY LLC		
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		
	BANK OF AMERICA, N		
	NEW YORK		
	NY		
	INV. 14706		
	[REDACTED]		

Chain Bridge Bank



[Chain Bridge Bank N.A Home Page](#)

Date 8/31/21
Account
Enclosures

Page 3
2

Easy Business Checking

(Continued)

ACTIVITY IN DATE ORDER			
Date	Description	Amount	Balance
8/23	Verify Bill.com CCD	0.01	338,078.35
8/23	WinRed CCD	9.32	338,087.67
8/23	Verify Bill.com CCD	0.01	338,087.66
8/24	WinRed CCD	47.50	338,135.16
8/24	Payables Bill.com CCD	450.00	337,685.16
8/25	winRed CCD	47.50	337,732.66
8/26	Check 80009 CYGNAL, LLC	12,900.00	324,832.66
8/30	Payables Bill.com CCD	450.00	324,382.66
8/31	Check 80010 TAG LLC	3,500.00	320,882.66

CHECKS IN NUMBER ORDER					
Date	Check No	Amount	Date	Check No	Amount
8/26	80009	12,900.00	8/31	80010	3,500.00

* Denotes missing check numbers

To report a lost or stolen ATM or Debit Card, call 1-866-546-8273.

Apply to account: GETMICHIGANWORKINGAGAIN - GET MICHIGAN WORKING AGAIN (RGA-SPONSOR)

Republican Governors Association
1101 Pennsylvania Ave
Washington, DC 20006

DATE 08/12/2021

AMOUNT **\$12900.00

PAY TO THE ORDER OF TWELVE THOUSAND, NINE HUNDRED DOLLARS AND NO/100

CYGNAL, LLC

Chain Bridge Bank, N.A.

Signature on file - account holder has pre-approved this check

VOID AFTER 90 DAYS

#0000080009*

Check 80009 Date: 08/26 Amount: \$12,900.00

Apply to account: NA - GET MICHIGAN WORKING AGAIN

Republican Governors Association
1101 Pennsylvania Ave
Washington, DC 20006

DATE 08/23/2021

AMOUNT **\$3500.00

PAY TO THE ORDER OF THREE THOUSAND, FIVE HUNDRED DOLLARS AND NO/100

TAG LLC

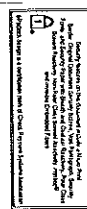
Chain Bridge Bank, N.A.

Signature on file - account holder has pre-approved this check

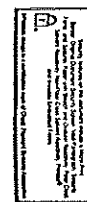
VOID AFTER 90 DAYS

#0000080010*

Check 80010 Date: 08/31 Amount: \$3,500.00



Check 80009 Date: 08/26 Amount: \$12,900.00



Check 80010 Date: 08/31 Amount: \$3,500.00

FOR DEPOSIT ONLY

POST HERE TO DEPOSIT ON YOUR RETURN ENVELOPE

POST HERE TO DEPOSIT ON YOUR RETURN ENVELOPE

POST HERE TO DEPOSIT ON YOUR RETURN ENVELOPE

FOR DEPOSIT ONLY

POST HERE TO DEPOSIT ON YOUR RETURN ENVELOPE

POST HERE TO DEPOSIT ON YOUR RETURN ENVELOPE

POST HERE TO DEPOSIT ON YOUR RETURN ENVELOPE

RECONCILIATION INSTRUCTIONS

Date _____

Enter bank balance from statement			
Add deposits not credited by bank (if any)			
TOTAL			
Subtract total of checks not paid			
CHECKBOOK BALANCE ➡			

Reconcile your statement in the space provided below.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Chain Bridge Bank



[Chain Bridge Bank N A Home Page](#)

Republican Governors Association
Get Michigan Working Again
1747 Pennsylvania Ave
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Washington DC 20006

Date 9/30/21
Account
Enclosures

Page 1

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CHECKING ACCOUNT

Account Title: Republican Governors Association
Get Michigan Working Again

Easy Business Checking		Number of Enclosures	0
Account Number		Statement Dates	9/01/21 thru 9/30/21
Previous Balance	320,882.66	Days in the Statement Period	30
3 Deposits	71.25	Average Ledger	320,919.86
Checks/Charges	.00	Average Collected	320,919.86
Service Charge	.00		
Interest Paid	.00		
Current Balance	320,953.91		

ACTIVITY IN DATE ORDER

Date	Description	Amount	Balance
9/01	winRed WinRed CCD	23.75	320,906.41
9/22	winRed WinRed CCD	23.75	320,930.16
9/23	winRed WinRed CCD	23.75	320,953.91

To report a lost or stolen ATM or Debit Card, call 1-866-546-8273.

RECONCILIATION INSTRUCTIONS

Date _____

Enter bank balance from statement			
Add deposits not credited by bank (if any)			
TOTAL			
Subtract total of checks not paid			
CHECKBOOK BALANCE ➡			

Reconcile your statement in the space provided below.

Explanation of Balance on Which the ODP Interest Charge is Computed

What To Do If You Think You Find A Mistake On Your Statement

- Account Information: Your name and account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
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- We can apply any unpaid amount against your credit limit.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Chain Bridge Bank, N.A.

Account Service Charge Schedule

Effective December 1, 2021

GENERAL SERVICE CHARGES FOR CONSUMER AND COMMERCIAL SERVICES

Account Closing (Within 6 Months of Opening)	\$25
Account Research (Minimum 1 hour)	\$50 per Hour
Additional copy of a statement (Manually Reproduced)	\$5 per Statement
ACH Single/Recurring Transfer or Change	\$20/\$20
ATM Surcharge at Other Bank ATM	5 Free per Month per Cardholder
ATM/Debit Card Foreign Conversion Transaction	1.00%
ATM Transactions at Chain Bridge Bank, N.A. ATM	Free
Chain Bridge Bank, N.A. ATM/Debit Card	Free
Cashier's Checks	\$10
Counter Checks	\$1
Daily Overdraft Service Charge (After Day 1)	\$10
Deposit Correction	\$10
Deposit Verification or Audit Confirmation	\$5
Duplicate monthly Statement Mailed to an Additional Person/Company	\$5 per statement
Easy to Balance Monthly Statements with Check Imaging	Free
Electronically Delivered Statements with Check Imaging	Free
Escheatment Service Charge	\$50
Foreign Check Collection	\$30
Foreign Currency:	
Special Order	\$15 per Transaction
In Stock Purchase	\$5 per Transaction
Garnishments & Levies	\$100
Notary	\$5 per Document
Non-Sufficient Funds / Overdraft**	\$35
**NSF/Overdraft created by check, in-person withdrawal, ATM withdrawal or other electronic means	
Overdraft Protection Transaction Service Charge	\$5 per Transfer
Overnight Delivery Service Charge	\$30
Replacement ATM or Debit Card	\$5
Returned Deposited Item or Cashed Item Chargeback	\$12
Returned ACH	\$12
Stop Payment Paper/Online	\$35/\$25
Telephone / Email Transfer	\$5
Uncollected Check Paid or Returned	\$25
Visa Gift Card	\$5.95 per Card

CONSUMER ONLINE BANKING

Online Banking	Free
Online Bill Pay	Free
Fi-Fi Transfers (Bank to Bank Transfers)	Free

MOBILE BANKING

Mobile Banking Access	Free
Mobile Deposits - Consumer and Business	Free

Balance Assessment (Analysis Accounts Only)	\$0.05 per \$1,000
Chain Bridge Bank, N.A. Business Debit Card	Free
Checks Paid (Analysis Accounts Only)	\$0.13 per Check
Currency Deposited	\$0.50 per \$1,000
Coin Deposited (1 Business Day to Process)	10% of the Total Deposit
Deposit Tickets (Analysis Accounts Only)	\$0.25 per Ticket
Items Deposited (Analysis Accounts Only)	\$0.13 per Item
Image Cash Letter Installation	\$300 - \$600
Night Deposit Bags	5 Free per Month, \$5 Thereafter
Night Deposit Services	Free
Returned Items - Checks Deposited or ACH Initiated	\$12 per Item
Zero Balance Accounts (ZBA)	\$10 per Month

TREASURY MANAGEMENT

ACH Module	\$50 per Year
ACH Batch Initiated	Free
ACH Items Initiated	\$0.25 per Item
Same Day ACH Items Initiated	\$10 per Item
EDI (Electronic Data Interchange)	Free
Positive Pay	Free
Positive Pay Exception not Worked by Deadline	\$1 per Item
Wire Module	\$50 per Year
Outgoing Domestic Wire	\$25 per Wire
Outgoing International Wire	\$45 per Wire
Outgoing Wire to a Chain Bridge Bank Account	\$2.50 per Wire

COMMERCIAL REMOTE DEPOSIT SERVICES

Single-Feed	\$50 per Month
Multi-Feed	\$75 per Month
Remote Deposit Service	\$35 per Month

WIRES

Incoming Domestic Wire	Free
Incoming International Wire	\$15
Outgoing Consumer Domestic Wire - Paper	\$40
Outgoing Commercial Domestic Wire - Paper	\$50
Outgoing International Wire - Paper	\$55
Drawdown Wire Request	\$50
Returned Wire	\$20

SAFE DEPOSIT BOXES

	Size	Annual Rent
	7 x 10	\$135
	5 x 10	\$110
	3 x 10	\$85
	5 x 5	\$50
	3 x 5	\$35
	2 x 5	\$30

Chain Bridge Bank



Chain Bridge Bank N A Home Page

Republican Governors Association
Get Michigan Working Again
1747 Pennsylvania Ave
Suite 250
Washington DC 20006

Date 10/29/21
Account
Enclosures

Page 1

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CHECKING ACCOUNT

Account Title: Republican Governors Association
Get Michigan Working Again

Easy Business Checking		Number of Enclosures	0
Account Number	[REDACTED]	Statement Dates	10/01/21 thru 10/31/21
Previous Balance	320,953.91	Days in the Statement Period	31
Deposits	.00	Average Ledger	319,016.49
2 checks/charges	10,010.00	Average Collected	319,016.49
Service Charge	.00		
Interest Paid	.00		
Current Balance	310,943.91		

ACTIVITY IN DATE ORDER

Date	Description	Amount	Balance
10/26	Wire Transfer Service Charge	10.00-	320,943.91
10/26	Wire Transfer Debit	10,000.00-	310,943.91
	FACEBOOK INC		
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		
	BANK OF AMERICA, N		
	NEW YORK		
	NY		
	GET MICHIGAN WORKING AGAIN DIG		
	MEDIA PLACEMNT		
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		

Chain Bridge Bank



[Chain Bridge Bank N A Home Page](#)

Date 10/29/21
Account
Enclosures

Page 2

Easy Business Checking (Continued)

ACTIVITY IN DATE ORDER		
Date	Description	Amount
		Balance

To report a lost or stolen ATM or Debit Card, call 1-866-546-8273.

RECONCILIATION INSTRUCTIONS

Date _____

Enter bank balance from statement			
Add deposits not credited by bank (if any)			
TOTAL			
Subtract total of checks not paid			
CHECKBOOK BALANCE ➡			

Reconcile your statement in the space provided below.

Explanation of Balance on Which the ODP Interest Charge Is Computed

What To Do If You Think You Find A Mistake On Your Statement

In your letter, give us the following information:

- ❖ Account Information: Your name and account number.
- ❖ Dollar Amount: The dollar amount of the suspected error.
- ❖ Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

In Case of Errors or Questions About Your Electronic Transfers

In Case of Errors or Questions About Your Electronic Transfers, telephone us at 703-748-2005 or write us at Chain Bridge Bank, N.A., 1445-A Laughlin Ave., McLean, VA 22101 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Chain Bridge Bank



[Chain Bridge Bank N A Home Page](#)

Republican Governors Association
Get Michigan Working Again
1747 Pennsylvania Ave
Suite 250
Washington DC 20006

Date 11/30/21
Account
Enclosures

Page 1

We're everywhere your mobile device is! Download our mobile app from the Apple App Store or the Google Play Store. Then go one step further and activate Mobile Deposit in the mobile app. For questions contact us at 703-748-2005.

CHECKING ACCOUNT

Account Title: Republican Governors Association
Get Michigan Working Again

Easy Business Checking		Number of Enclosures	0
Account Number		Statement Dates	11/01/21 thru 11/30/21
Previous Balance	310,943.91	Days in the Statement Period	30
Deposits	.00	Average Ledger	305,498.08
2 Checks/Charges	12,529.16	Average Collected	305,498.08
Service Charge	.00		
Interest Paid	.00		
Current Balance	298,414.75		

ACTIVITY IN DATE ORDER

Date	Description	Amount	Balance
11/01	Transfer	29.16-	310,914.75
11/18	REIMB. WEB DEVELOPMENT		
11/18	Payables Bill.com	12,500.00-	298,414.75
	CCD		

To report a lost or stolen ATM or Debit Card, call 1-866-546-8273.

RECONCILIATION INSTRUCTIONS

Date _____

Enter bank balance from statement			
Add deposits not credited by bank (if any)			
TOTAL			
Subtract total of checks not paid			
CHECKBOOK BALANCE ➡			

Reconcile your statement in the space provided below.

Explanation of Balance on Which the ODP Interest Charge is Computed

What To Do If You Think You Find A Mistake On Your Statement

- ◆ Account Information: Your name and account number.
- ◆ Dollar Amount: The dollar amount of the suspected error.
- ◆ Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

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- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

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Chain Bridge Bank



Chain Bridge Bank NA Home Page

Republican Governors Association
Get Michigan Working Again
1747 Pennsylvania Ave
Suite 250
Washington DC 20006

Date 12/31/21
Account
Enclosures

Page 1

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CHECKING ACCOUNT

Account Title: Republican Governors Association
Get Michigan Working Again

Easy Business Checking

Account Number	██████████
Previous Balance	298,414.75
Deposits	.00
Checks/Charges	.00
Service Charge	.00
Interest Paid	.00
Current Balance	298,414.75

Number of Enclosures	0
Statement Dates	12/01/21 thru 12/31/21
Days in the Statement Period	31
Average Ledger	298,414.75
Average Collected	298,414.75

To report a lost or stolen ATM or Debit Card, call 1-866-546-8273.

RECONCILIATION INSTRUCTIONS

Date _____

Enter bank balance from statement			
Add deposits not credited by bank (if any)			
TOTAL			
Subtract total of checks not paid			
CHECKBOOK BALANCE ➡			

Reconcile your statement in the space provided below.

Explanation of Balance on Which the ODP Interest Charge Is Computed

What To Do If You Think You Find A Mistake On Your Statement

- Account Information: Your name and account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

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- We can apply any unpaid amount against your credit limit.

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- (1) Tell us your name and account number (if any).
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EXHIBIT 5

Chain Bridge Bank



[Chain Bridge Bank N A Home Page](#)

Republican Governors Association
Get Michigan Working Again
1747 Pennsylvania Ave
Suite 250
Washington DC 20006

Date 1/31/22
Account
Enclosures

Page 1

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CHECKING ACCOUNT

Account Title: Republican Governors Association
Get Michigan Working Again

Easy Business Checking		Number of Enclosures	0
Account Number		Statement Dates	1/01/22 thru 1/31/22
Previous Balance	298,414.75	Days in the Statement Period	31
Deposits	.00	Average Ledger	298,414.75
Checks/Charges	.00	Average Collected	298,414.75
Service Charge	.00		
Interest Paid	.00		
Current Balance	298,414.75		

To report a lost or stolen ATM or Debit Card, call 1-866-546-8273.

RECONCILIATION INSTRUCTIONS

Date _____

Enter bank balance from statement			
Add deposits not credited by bank (if any)			
TOTAL			
Subtract total of checks not paid			
CHECKBOOK BALANCE ➡			

Reconcile your statement in the space provided below.

Explanation of Balance on Which the ODP Interest Charge is Computed

What To Do If You Think You Find A Mistake On Your Statement

- ◆ Account Information: Your name and account number.
- ◆ Dollar Amount: The dollar amount of the suspected error.
- ◆ Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

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Chain Bridge Bank



Chain Bridge Bank N A Home Page

Republican Governors Association
Get Michigan Working Again
1747 Pennsylvania Ave
Suite 250
Washington DC 20006

Date 2/28/22
Account
Enclosures

Page 1

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CHECKING ACCOUNT

Account Title: Republican Governors Association
Get Michigan Working Again

Easy Business Checking		Number of Enclosures	0
Account Number		Statement Dates	2/01/22 thru 2/28/22
Previous Balance	298,414.75	Days in the Statement Period	28
Deposits	.00	Average Ledger	298,414.75
Checks/Charges	.00	Average Collected	298,414.75
Service Charge	.00		
Interest Paid	.00		
Current Balance	298,414.75		

To report a lost or stolen ATM or Debit Card, call 1-866-546-8273.

RECONCILIATION INSTRUCTIONS

Date _____

Enter bank balance from statement			
Add deposits not credited by bank (if any)			
TOTAL			
Subtract total of checks not paid			
CHECKBOOK BALANCE ➡			

Reconcile your statement in the space provided below.

Explanation of Balance on Which the ODP Interest Charge is Computed

What To Do If You Think You Find A Mistake On Your Statement

- ◆ Account Information: Your name and account number.
- ◆ Dollar Amount: The dollar amount of the suspected error.
- ◆ Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

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- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Chain Bridge Bank



Chain Bridge Bank N A Home Page

Republican Governors Association
Get Michigan Working Again
1747 Pennsylvania Ave
Suite 250
Washington DC 20006

Date 3/31/22
Account
Enclosures

Page 1

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CHECKING ACCOUNT

Account Title: Republican Governors Association
Get Michigan Working Again

Easy Business Checking		Number of Enclosures	0
Account Number	██████████	Statement Dates	3/01/22 thru 3/31/22
Previous Balance	298,414.75	Days in the Statement Period	31
Deposits	.00	Average Ledger	298,414.75
Checks/Charges	.00	Average Collected	298,414.75
Service Charge	.00		
Interest Paid	.00		
Current Balance	298,414.75		

To report a lost or stolen ATM or Debit Card, call 1-866-546-8273.

RECONCILIATION INSTRUCTIONS

Date _____

Enter bank balance from statement			
Add deposits not credited by bank (if any)			
TOTAL			
Subtract total of checks not paid			
CHECKBOOK BALANCE ➡			

Reconcile your statement in the space provided below.

Explanation of Balance on Which the QDP Interest Charge Is Computed

What To Do If You Think You Find A Mistake On Your Statement

In your letter, give us the following information:

- **Account Information:** Your name and account number.
- **Dollar Amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

In Case of Errors or Questions About Your Electronic Transfers, telephone us at 703-748-2005 or write us at Chain Bridge Bank, N.A., 1445-A Laughlin Ave., McLean, VA 22101 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Chain Bridge Bank



Chain Bridge Bank N A Home Page

Republican Governors Association
Get Michigan Working Again
1747 Pennsylvania Ave
Suite 250
Washington DC 20006

Date 4/29/22
Account
Enclosures

Page 1

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CHECKING ACCOUNT

Account Title: Republican Governors Association
Get Michigan Working Again

Easy Business Checking		Number of Enclosures	0
Account Number		Statement Dates	4/01/22 thru 5/01/22
Previous Balance	298,414.75	Days in the Statement Period	31
Deposits	.00	Average Ledger	298,414.75
Checks/Charges	.00	Average Collected	298,414.75
Service Charge	.00		
Interest Paid	.00		
Current Balance	298,414.75		

To report a lost or stolen ATM or Debit Card, call 1-866-546-8273.

RECONCILIATION INSTRUCTIONS

Date _____

Enter bank balance from statement			
Add deposits not credited by bank (if any)			
TOTAL			
Subtract total of checks not paid			
CHECKBOOK BALANCE ➡			

Reconcile your statement in the space provided below.

Explanation of Balance on Which the ODP Interest Charge is Computed

What To Do If You Think You Find A Mistake On Your Statement

In Case of Errors or Questions About Your Electronic Transfers

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Chain Bridge Bank



Chain Bridge Bank N A Home Page

Republican Governors Association
Get Michigan Working Again
1747 Pennsylvania Ave
Suite 250
Washington DC 20006

Date 5/31/22
Account
Enclosures

Page 1

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CHECKING ACCOUNT

Account Title: Republican Governors Association
Get Michigan Working Again

Easy Business Checking		Number of Enclosures	0
Account Number		Statement Dates	5/02/22 thru 5/31/22
Previous Balance	298,414.75	Days in the Statement Period	30
Deposits	.00	Average Ledger	298,414.75
Checks/Charges	.00	Average Collected	298,414.75
Service Charge	.00		
Interest Paid	.00		
Current Balance	298,414.75		

To report a lost or stolen ATM or Debit Card, call 1-866-546-8273.

RECONCILIATION INSTRUCTIONS

Reconciliation of Account

[illegible]

Date _____

Please examine this statement and items at once and refer any exceptions immediately.

Sort your checks numerically or by date issued.

Mark off in your checkbook each of your checks paid by the bank and list the numbers and amounts of those not paid in the space provided at the left. Include any checks still not paid from previous statements.

Subtract from your checkbook balance any SERVICE CHARGE (S.C.) or bank charge appearing on this statement.

Reconcile your statement in the space provided below.

Enter bank balance from statement			
Add deposits not credited by bank (if any)			
TOTAL			
Subtract total of checks not paid			
CHECKBOOK BALANCE ➡			

Any Charge for Imprinted Checks Includes State Sales Tax Computed at the Current Rate, When Applicable
Notice: The Annual Percentage Rate and Daily Periodic Rate may vary.

Explanation of Balance on Which the ODP Interest Charge is Computed

We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new advances/fees, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Chain Bridge Bank, N.A.
1445-A Laughlin Ave.
McLean, VA 22101

You may also contact us on the Web: customerservice@chainbridgebank.com

In your letter, give us the following information:

- **Account Information:** Your name and account number.
- **Dollar Amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

In Case of Errors or Questions About Your Electronic Transfers

In Case of Errors or Questions About Your Electronic Transfers, telephone us at 703-748-2005 or write us at Chain Bridge Bank, N.A., 1445-A Laughlin Ave., McLean, VA 22101 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
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Chain Bridge Bank



Chain Bridge Bank N A Home Page

Republican Governors Association
Get Michigan Working Again
1747 Pennsylvania Ave
Suite 250
Washington DC 20006

Date 6/30/22
Account
Enclosures

Page 1
2

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CHECKING ACCOUNT

Account Title: Republican Governors Association
Get Michigan Working Again

Easy Business Checking		Number of Enclosures	2
Account Number		Statement Dates	6/01/22 thru 6/30/22
Previous Balance	298,414.75	Days in the Statement Period	30
1 Deposits	3,851.60	Average Ledger	296,332.43
4 Checks/Charges	3,665.62	Average Collected	296,332.43
Service Charge	.00		
Interest Paid	.00		
Current Balance	298,600.73		

ACTIVITY IN DATE ORDER

Date	Description	Amount	Balance
6/10	Bill Paid-PAULA EDWARDS Conf # 60	3,200.00-	295,214.75
6/22	check 80014 STATE OF MICHIGAN, FOIA COORD., DEPT. OF ATTY GENE	131.31-	295,083.44
6/22	check 80015 STATE OF MICHIGAN, FOIA COORD., DEPT. OF ATTY GENE	131.31-	294,952.13
6/28	ACH PMT AMEX EPAYMENT CCD	203.00-	294,749.13
6/29	DDA Mobile Deposit	3,851.60	298,600.73

CHECKS IN NUMBER ORDER

Date	Check No	Amount	Date	Check No	Amount
6/22	80014	131.31	6/22	80015	131.31

* Denotes missing check numbers

Chain Bridge Bank



[Chain Bridge Bank N A Home Page](#)

Date 6/30/22
Account
Enclosures

Page 2
[REDACTED]
2

Easy Business Checking



(Continued)

To report a lost or stolen ATM or Debit Card, call 1-866-546-8273.

Remote Deposit	Credit
Republican Governors Association <i>Get Michigan Working Again (6641)</i> 1747 Pennsylvania Ave Suite 250 Washington, DC 20006 202-662-4140	Date: 6/29/2022 Items: 1 Amount: \$3,851.60 Batch ID: 150224811/AS Account ID: Acct Num:

Credit

DDA Mobile Deposit Date: 06/29 Amount: \$3,851.60

DDA Mobile Deposit Date: 06/29 Amount: \$3,851.60

Apply to account: FOIARequestJoshBoyerGetMichiganWorkingAgain - STATE OF MICHIGAN		25042278491
Republican Governors Association 1747 Pennsylvania Ave Suite 250 Washington, DC 20006	06/29/22 DATE 04/25/2022	0000080014
PAY TO THE ORDER OF ONE HUNDRED THIRTY-ONE DOLLARS AND 31/100		AMOUNT **\$131.31
STATE OF MICHIGAN, FOIA COORD., DEPT. OF ATTY GENE		
Chain Bridge Bank, N.A.		
Signature on file - account holder has pre-approved this check Valid After 90 Days		

FOR DEPOSIT ONLY
Deposit to: Dept of Attorney General State of Michigan FOR MICHAEL BOYER ONLY DO NOT WRITE IN THESE SPACES MICHAEL BOYER 1747 PENNSYLVANIA AVE SUITE 250 WASHINGTON DC 20006
Bank 062104 340197 914120036981

Check 80014 Date: 06/23 Amount: \$131.31

Check 80014 Date: 06/23 Amount: \$131.31

Apply to account: FOIARequestJoshBoyerGetMichiganWorkingAgain - STATE OF MICHIGAN		02062712189
Republican Governors Association 1747 Pennsylvania Ave Suite 250 Washington, DC 20006	06/23/22 DATE 06/02/2022	0000080015
PAY TO THE ORDER OF ONE HUNDRED THIRTY-ONE DOLLARS AND 31/100		AMOUNT **\$131.31
STATE OF MICHIGAN, FOIA COORD., DEPT. OF ATTY GENE		
Chain Bridge Bank, N.A.		
Signature on file - account holder has pre-approved this check Valid After 90 Days		

FOR DEPOSIT ONLY
Deposit to: Dept of Attorney General State of Michigan FOR MICHAEL BOYER ONLY DO NOT WRITE IN THESE SPACES MICHAEL BOYER 1747 PENNSYLVANIA AVE SUITE 250 WASHINGTON DC 20006
Bank 062104 340197 914120036977

Check 80015 Date: 06/22 Amount: \$131.31

Check 80015 Date: 06/22 Amount: \$131.31

RECONCILIATION INSTRUCTIONS

Date _____

Enter bank balance from statement			
Add deposits not credited by bank (if any)			
TOTAL			
Subtract total of checks not paid			
CHECKBOOK BALANCE ➡			

Reconcile your statement in the space provided below.

Explanation of Balance on Which the ODP Interest Charge is Computed

What To Do If You Think You Find A Mistake On Your Statement

- ◆ Account Information: Your name and account number.
- ◆ Dollar Amount: The dollar amount of the suspected error.
- ◆ Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

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Chain Bridge Bank



Chain Bridge Bank NA Home Page

Republican Governors Association
Get Michigan Working Again
1747 Pennsylvania Ave
Suite 250
Washington DC 20006

Date 7/29/22
Account
Enclosures

Page 1

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CHECKING ACCOUNT

Account Title: Republican Governors Association
Get Michigan Working Again

Easy Business Checking		Number of Enclosures	0
Account Number		Statement Dates	7/01/22 thru 7/31/22
Previous Balance	298,600.73	Days in the Statement Period	31
Deposits	.00	Average Ledger	298,600.73
Checks/Charges	.00	Average Collected	298,600.73
Service Charge	.00		
Interest Paid	.00		
Current Balance	298,600.73		

To report a lost or stolen ATM or Debit Card, call 1-866-546-8273.

RECONCILIATION INSTRUCTIONS

Date _____

Enter bank balance from statement			
Add deposits not credited by bank (if any)			
TOTAL			
Subtract total of checks not paid			
CHECKBOOK BALANCE ➡			

Reconcile your statement in the space provided below.

Explanation of Balance on Which the ODP Interest Charge is Computed

What To Do If You Think You Find A Mistake On Your Statement

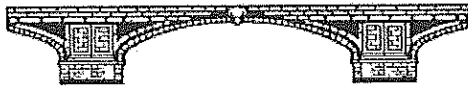
- ❖ Account Information: Your name and account number.
- ❖ Dollar Amount: The dollar amount of the suspected error.
- ❖ Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Chain Bridge Bank, N.A.



[Chain Bridge Bank N A Home Page](#)

Republican Governors Association
Get Michigan Working Again
1747 Pennsylvania Ave
Suite 250
Washington DC 20006

Date 8/31/22
Account
Enclosures

Page 1

We're everywhere your mobile device is! Download our mobile app from the Apple App Store or the Google Play Store. Then go one step further and activate Mobile Deposit in the mobile app. For questions contact us at 703-748-2005.

CHECKING ACCOUNT

Account Title: Republican Governors Association
Get Michigan Working Again

PRIVACY NOTICE-Federal law requires us to tell you how we collect, share, and protect your personal information. Our privacy policy has not changed and you may review our policy and practices with respect to your personal information at <https://www.chainbridgebank.com/privacystatement> or we will mail you a free copy upon your request if you call us at 703-748-2005.

Easy Business Checking

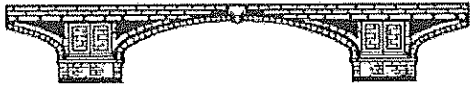
Account Number [REDACTED]
Previous Balance 298,600.73
Deposits .00
4 Checks/Charges 56,555.79
Service Charge .00
Interest Paid .00
Current Balance 242,044.94

Number of Enclosures 0
Statement Dates 8/01/22 thru 8/31/22
Days in the Statement Period 31
Average Ledger 274,729.47
Average Collected 274,729.47

ACTIVITY IN DATE ORDER

Date	Description	Amount	Balance
8/08	Bill Paid-GRANT WHITE Conf #70	660.55-	297,940.18
8/19	Wire Transfer Service Charge	10.00-	297,930.18
8/19	Wire Transfer Debit	55,637.00-	242,293.18
	THE TARRANCE GROUP INC		
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		

Chain Bridge Bank, N.A.



[Chain Bridge Bank N A Home Page](#)

Date 8/31/22
Account
Enclosures

Page 2

Easy Business Checking

(Continued)

ACTIVITY IN DATE ORDER

Date	Description	Amount	Balance
	TRUIST BANK		
	RICHMOND		
	VA		
	INV. 0014591-IN		
	[REDACTED]		
	[REDACTED]		
8/29	Bill Paid-NICHOLAS ARNOLD Conf #76	248.24-	242,044.94

To report a lost or stolen ATM or Debit Card, call 1-866-546-8273.

RECONCILIATION INSTRUCTIONS

Date _____

Enter bank balance from statement			
Add deposits not credited by bank (if any)			
TOTAL			
Subtract total of checks not paid			
CHECKBOOK BALANCE ➡			

Reconcile your statement in the space provided below.

Explanation of Balance on Which the ODP Interest Charge is Computed

What To Do If You Think You Find A Mistake On Your Statement

- ✦ Account Information: Your name and account number.
- ✦ Dollar Amount: The dollar amount of the suspected error.
- ✦ Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

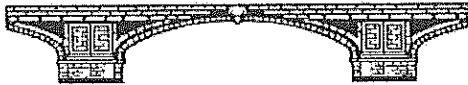
- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

In Case of Errors or Questions About Your Electronic Transfers, telephone us at 703-748-2005 or write us at Chain Bridge Bank, N.A., 1445-A Laughlin Ave., McLean, VA 22101 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer on the statement or receipt. We must hear from you no later than 60 days after we sent you the FIRST statement on which the error or problem appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Chain Bridge Bank, N.A.



[Chain Bridge Bank N A Home Page](#)

Republican Governors Association
Get Michigan Working Again
1747 Pennsylvania Ave
Suite 250
Washington DC 20006

Date 9/30/22
Account
Enclosures

Page 1

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CHECKING ACCOUNT

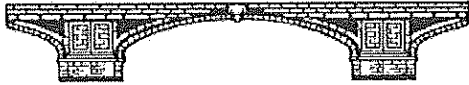
Account Title: Republican Governors Association
Get Michigan Working Again

Easy Business Checking		Number of Enclosures	0
Account Number		Statement Dates	9/01/22 thru 10/02/22
Previous Balance	242,044.94	Days in the Statement Period	32
Deposits	.00	Average Ledger	230,031.04
6 Checks/Charges	114,811.50	Average Collected	230,031.04
Service Charge	.00		
Interest Paid	.00		
Current Balance	127,233.44		

ACTIVITY IN DATE ORDER

Date	Description	Amount	Balance
9/26	Wire Transfer Service Charge	2.50-	242,042.44
9/26	Wire Transfer Debit	10,000.00-	232,042.44
	FP1 STRATEGIES, LLC		
	CHAIN BRIDGE BANK,		
	MCLEAN		
	VA		
	INV-16492		
9/30	Wire Transfer Service Charge	10.00-	232,032.44

Chain Bridge Bank, N.A.



[Chain Bridge Bank N A Home Page](#)

Date 9/30/22
Account
Enclosures

Page 2

Easy Business Checking

(Continued)

ACTIVITY IN DATE ORDER

Date	Description	Amount	Balance
9/30	Wire Transfer Service Charge	10.00-	232,022.44
9/30	Wire Transfer Debit	50,914.00-	181,108.44
	THE TARRANCE GROUP INC		
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		
	TRUIST BANK		
	RICHMOND		
	VA		
	INV. 0014710-IN		
	[REDACTED]		
	[REDACTED]		
9/30	Wire Transfer Debit	53,875.00-	127,233.44
	MS CAUSEWAY SOLUTIONS		
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		
	TEXAS CAPITAL BANK		
	DALLAS		
	TX		
	INV. 1698		
	[REDACTED]		
	[REDACTED]		

To report a lost or stolen ATM or Debit Card, call 1-866-546-8273.

RECONCILIATION INSTRUCTIONS

Reconciliation of Account

[illegible]

Date _____

Please examine this statement and items at once and refer any exceptions immediately.

Sort your checks numerically or by date issued.

Mark off in your checkbook each of your checks paid by the bank and list the numbers and amounts of those not paid in the space provided at the left. Include any checks still not paid from previous statements.

Subtract from your checkbook balance any SERVICE CHARGE (S.C.) or bank charge appearing on this statement.

Reconcile your statement in the space provided below.

Enter bank balance from statement			
Add deposits not credited by bank (if any)			
TOTAL			
Subtract total of checks not paid			
CHECKBOOK BALANCE ➡			

Any Charge for Imprinted Checks Includes State Sales Tax Computed at the Current Rate, When Applicable
Notice: The Annual Percentage Rate and Daily Periodic Rate may vary.

Explanation of Balance on Which the ODP Interest Charge is Computed

We figure the interest charge on your account by applying the periodic rate to the "daily balance" of your account for each day in the billing cycle. To get the "daily balance" we take the beginning balance of your account each day, add any new advances/fees, and subtract any unpaid interest or other finance charges and any payments or credits. This gives us the daily balance.

What To Do If You Think You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at:

Chain Bridge Bank, N.A.
1445-A Laughlin Ave.
McLean, VA 22101

You may also contact us on the Web: customerservice@chainbridgebank.com

In your letter, give us the following information:

- Account Information: Your name and account number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appeared on your statement.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

While we investigate whether or not there has been an error, the following are true:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount. But, if we determine that we made a mistake, you will not have to pay the amount in question or any interest or other fees related to that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
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- (3) Tell us the dollar amount of the suspected error.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

Chain Bridge Bank, N.A.

Account Service Charge Schedule

Effective December 1, 2022

GENERAL SERVICE CHARGES FOR CONSUMER AND COMMERCIAL SERVICES

Account Closing (Within 6 Months of Opening)	\$25
Account Research (Minimum 1 hour)	\$50 per Hour
Additional copy of a statement: (Manually Reproduced)	\$5 per Statement
ACH Single/Recurring Transfer or Change	\$20/\$20
ATM Surcharge at Other Bank ATM	\$ Free per Month per Cardholder
ATM/Debit Card Foreign Conversion Transaction	1.00%
ATM Transactions at Chain Bridge Bank, N.A. ATM	Free
Chain Bridge Bank, N.A. ATM/Debit Card	Free
Cashier's Checks	\$10
Counter Checks (Sheet of 4 Checks)	\$4
Daily Overdraft Service Charge (After Day 1)	\$10
Deposit Correction	\$10
Deposit Verification or Audit Confirmation	\$5
Duplicate monthly Statement Mailed to an Additional Person/Company	\$5 per statement
Easy to Balance Monthly Statements with Check Imaging	Free
Electronically Delivered Statements with Check Imaging	Free
Escutcheon Service Charge	\$50
Foreign Check Collection	\$30
Foreign Currency:	
Special Order	\$15 per Transaction
In Stock Purchase	\$5 per Transaction
Garnishments & Levies	\$100
Notary	\$5 per Document
Non-Sufficient Funds / Overdraft**	\$35
**NSF/Overdraft created by check, in-person withdrawal, ATM withdrawal or other electronic means	
Overdraft Protection Transaction Service Charge	\$5 per Transfer
Expedited Delivery Service Charge	\$35
Replacement ATM or Debit Card	\$5
Returned Deposited Item or Cashed Item Chargeback	\$12
Returned ACH	\$12
Stop Payment Paper/Online	\$35/\$25
Telephone / Email Transfer	\$5
Uncollected Check Paid or Returned	\$25
Visa Gift Card	\$5.95 per Card

CONSUMER ONLINE BANKING

Online Banking	Free
Online Bill Pay	Free
Fi-Fi Transfers (Bank to Bank Transfers)	Free

SAFE DEPOSIT BOXES

Size	Annual Rent
7 x 10	\$135
5 x 10	\$110
3 x 10	\$85
5 x 5	\$50
3 x 5	\$35
2 x 5	\$30

MOBILE BANKING

Mobile Banking Access	Free
Mobile Deposits - Consumer and Business	Free

OTHER SERVICE CHARGES FOR COMMERCIAL SERVICES

Balance Assessment (Analysis Accounts Only)	\$0.06 per \$1,000
Chain Bridge Bank, N.A. Business Debit Card	Free
Checks Paid (Analysis Accounts Only)	\$0.13 per Check
Currency Deposited	\$0.50 per \$1,000
Coin Deposited (1 Business Day to Process)	10% of the Total Deposit
Deposit Tickets (Analysis Accounts Only)	\$0.25 per Ticket
Items Deposited (Analysis Accounts Only)	\$0.13 per Item
Image Cash Letter Installation	\$300 - \$600
Night Deposit Bags	5 Free per Month, \$3 Thereafter
Night Deposit Services	Free
Returned Items - Checks Deposited or ACH Initiated	\$12 per Item
Zero Balance Accounts (ZBA)	\$10 per Month

TREASURY MANAGEMENT

ACH Module	\$50 per Year
ACH Batch Initiated	Free
ACH Items Initiated	\$0.25 per Item
Same Day ACH Items Initiated	\$10 per Item
EDI (Electronic Data Interchange)	Free
Positive Pay	Free
Positive Pay Exception not Worked by Deadline	\$1 per Item
Wire Module	\$50 per Year
Outgoing Domestic Wire	\$25 per Wire
Outgoing International Wire	\$45 per Wire
Outgoing Wire to a Chain Bridge Bank Account	\$2.50 per Wire

COMMERCIAL REMOTE DEPOSIT SERVICES

Single-Feed	\$50 per Month
Multi-Feed	\$75 per Month
Remote Deposit Service	\$35 per Month

WIRES

Incoming Domestic Wire	Free
Incoming International Wire	\$15
Outgoing Consumer Domestic Wire - Paper	\$40
Outgoing Commercial Domestic Wire - Paper	\$50
Outgoing International Wire - Paper	\$55
Drawdown Wire Request	\$50
Returned Wire	\$20
Wire Cancellation Request	Minimum Charge of \$250

Chain Bridge Bank, N.A.



[Chain Bridge Bank N A Home Page](#)

Republican Governors Association
Get Michigan Working Again
1747 Pennsylvania Ave
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Washington DC 20006

Date 10/31/22
Account
Enclosures

Page 1

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CHECKING ACCOUNT

Account Title: Republican Governors Association .
Get Michigan Working Again

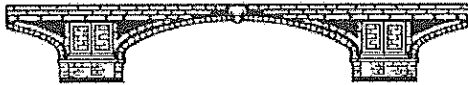
SERVICE CHARGE NOTICE- Effective 12-01-2022: Easy Business Checking accounts will incur a \$0.40 charge per item for each transaction after the first 150 free transactions in the month. Business MMDA accounts will incur a \$0.40 charge per item for each transaction after the first 250 free transactions in the month. Commercial Savings accounts will incur a \$0.40 charge per item for each transaction after the first 250 free transactions in the month.

Easy Business Checking		Number of Enclosures	0
Account Number		Statement Dates	10/03/22 thru 10/31/22
Previous Balance	127,233.44	Days in the Statement Period	29
10 Deposits	4,942,499.00	Average Ledger	854,430.54
8 Checks/Charges	3,862,926.60	Average Collected	854,430.54
Service Charge	.00		
Interest Paid	.00		
Current Balance	1,206,805.84		

ACTIVITY IN DATE ORDER

Date	Description	Amount	Balance
10/07	Transfer	2,002,916.00	2,130,149.44
10/07	Wire Transfer Service Charge	2.50	2,130,146.94
10/07	Wire Transfer Debit	848,984.50	1,281,162.44
	FP1 STRATEGIES, LLC		

Chain Bridge Bank, N.A.



[Chain Bridge Bank N A Home Page](#)

Date 10/31/22
Account
Enclosures

Page 2

Easy Business Checking

(Continued)

ACTIVITY IN DATE ORDER

Date	Description	Amount	Balance
	CHAIN BRIDGE BANK, MCLEAN VA INV. 10062200		
10/17	Wire Transfer Service Charge	2.50-	1,281,159.94
10/17	Wire Transfer Debit	856,763.00-	424,396.94
	FPI STRATEGIES, LLC		
	CHAIN BRIDGE BANK, MCLEAN VA INV. 10142202		
10/20	Transfer	458,333.00	882,729.94
	TRANSFER		
10/24	Wire Transfer Service Charge	2.50-	882,727.44
10/24	Wire Transfer Debit	859,583.00-	23,144.44
	FPI STRATEGIES, LLC		
	CHAIN BRIDGE BANK, MCLEAN VA		

Chain Bridge Bank, N.A.



[Chain Bridge Bank N A Home Page](#)

Date 10/31/22
Account
Enclosures

Page 3

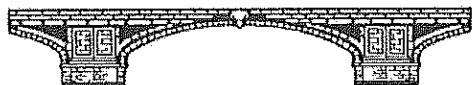
Easy Business Checking

(Continued)

ACTIVITY IN DATE ORDER

Date	Description	Amount	Balance
	INV. 10172202		
	[REDACTED]		
10/27	Transfer [REDACTED]	871,250.00	894,394.44
	TRANSFER [REDACTED]		
10/28	Wire Transfer Credit	100,000.00	994,394.44
	WALBRIDGE ALDINGER LLC		
	[REDACTED]		
	[REDACTED]		
	PNC BANK, N.A.		
	FIRSTSIDE CENTER		
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		
10/28	Wire Transfer Credit	125,000.00	1,119,394.44
	DICK AND BETSY DEVOS		
	RICHARD M., JR.		
	[REDACTED]		
	[REDACTED]		
	OUTGOING MASTER TRUST WIRE		
	[REDACTED]		
	DICK & BETSY DEVOS		
	[REDACTED]		
	[REDACTED]		
10/28	Wire Transfer Credit	125,000.00	1,244,394.44
	DANIEL G DEVOS		
	C/O RDV CORPORATION		
	[REDACTED]		
	[REDACTED]		
	DAN & PAM DEVOS		
	[REDACTED]		

Chain Bridge Bank, N.A.



[Chain Bridge Bank N A Home Page](#)

Date 10/31/22
Account
Enclosures

Page 4

Easy Business Checking

(Continued)

ACTIVITY IN DATE ORDER		
Date	Description	Amount
10/28	Wire Transfer Credit DOUG AND MARIA DEVOS DOUGLAS DEVOS	125,000.00
	OUTGOING MASTER TRUST WIRE DOUG & MARIA DEVOS	1,369,394.44
10/28	Wire Transfer Credit SUZANNE C DEVOS C/O RDV CORPORATION	125,000.00
	CHERI DEVOS	1,494,394.44
10/31	Wire Transfer Credit ARLYN LANTING MARCIA LANTING DONATION. PLEASE REFERENCE : T #11-3655877.	10,000.00
10/31	Wire Transfer Credit CLUB FOR GROWTH ACTION DONATION DONATION	1,000,000.00
		2,504,394.44

Chain Bridge Bank, N.A.



Chain Bridge Bank N A Home Page

Date 10/31/22
Account
Enclosures

Page 5

Easy Business Checking (Continued)

ACTIVITY IN DATE ORDER			
Date	Description	Amount	Balance
10/31	Wire Transfer Service Charge	2.50-	2,504,391.94
10/31	Wire Transfer Debit FP1 STRATEGIES, LLC	1,297,586.10-	1,206,805.84
	CHAIN BRIDGE BANK, MCLEAN VA INV. 10172203REV		

To report a lost or stolen ATM or Debit Card, call 1-866-546-8273.

RECONCILIATION INSTRUCTIONS

Date _____

Enter bank balance from statement			
Add deposits not credited by bank (if any)			
TOTAL			
Subtract total of checks not paid			
BOOK BALANCE ➡			

Reconcile your statement in the space provided below.

Explanation of Balance on Which the ODP Interest Charge is Computed

What To Do If You Think You Find A Mistake On Your Statement

- Account Information: Your name and account number.
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[Chain Bridge Bank N A Home Page](#)

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Date 11/30/22
Account
Enclosures

Page 1

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CHECKING ACCOUNT

Account Title: Republican Governors Association
Get Michigan Working Again

SERVICE CHARGE NOTICE- Effective 12-01-2022: Easy Business Checking accounts will incur a \$0.40 charge per item for each transaction after the first 150 free transactions in the month. Business MMDA accounts will incur a \$0.40 charge per item for each transaction after the first 250 free transactions in the month. Commercial Savings accounts will incur a \$0.40 charge per item for each transaction after the first 250 free transactions in the month.

Easy Business Checking

Account Number	[REDACTED]
Previous Balance	1,206,805.84
3 Deposits	64,415.00
6 Checks/Charges	1,138,198.60
Service Charge	.00
Interest Paid	.00
Current Balance	133,022.24

Number of Enclosures	0
Statement Dates	11/01/22 thru 11/30/22
Days in the Statement Period	30
Average Ledger	142,472.90
Average Collected	142,472.90

ACTIVITY IN DATE ORDER

Date	Description	Amount	Balance
11/01	Wire Transfer Service Charge	2.50-	1,206,803.34
11/01	Wire Transfer Debit	1,042,768.60-	164,034.74
	FP1 STRATEGIES, LLC		
	[REDACTED]		
	[REDACTED]		
	[REDACTED]		

Chain Bridge Bank, N.A.



[Chain Bridge Bank N A Home Page](#)

Date 11/30/22
Account
Enclosures

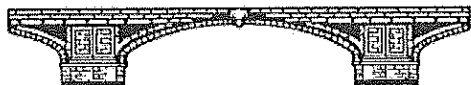
Page 2

Easy Business Checking

(Continued)

ACTIVITY IN DATE ORDER			
Date	Description	Amount	Balance
	CHAIN BRIDGE BANK, MCLEAN VA INV. 11012203; INV. 17103; INV. 17309; INV. 17437		
11/03	DDA Remote Deposit	25,000.00	189,034.74
11/04	DDA Remote Deposit	25,000.00	214,034.74
11/07	Wire Transfer Service Charge	2.50-	214,032.24
11/07	Wire Transfer Debit FPI STRATEGIES, LLC	14,415.00-	199,617.24
	CHAIN BRIDGE BANK, MCLEAN VA INV-17434		
11/08	Wire Transfer Service Charge	10.00-	199,607.24
11/08	Wire Transfer Debit CAMPAGIN RESOURCE GROUP LLC	81,000.00-	118,607.24
	MACATAWA BANK HOLLAND MI FUNDRAISING INV. GMWA 2022-001		

Chain Bridge Bank, N.A.



[Chain Bridge Bank N.A Home Page](#)

Date 11/30/22
Account
Enclosures

Page 3

Easy Business Checking

(Continued)

ACTIVITY IN DATE ORDER

Date	Description	Amount	Balance
11/18	FP1 STRAT FPI Strategies CCD	14,415.00	133,022.24

To report a lost or stolen ATM or Debit Card, call 1-866-546-8273.

RECONCILIATION INSTRUCTIONS

Date _____

Enter bank balance from statement			
Add deposits not credited by bank (if any)			
TOTAL			
Subtract total of checks not paid			
CHECKBOOK BALANCE ➡			

Reconcile your statement in the space provided below.

Explanation of Balance on Which the ODP Interest Charge is Computed

What To Do If You Think You Find A Mistake On Your Statement

- **Account Information:** Your name and account number.
- **Dollar Amount:** The dollar amount of the suspected error.
- **Description of Problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

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- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit.

We will investigate your complaint and will correct any error promptly. If we take more than 10 business days to do this, we will credit your account for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation.

EXHIBIT 6

**Wire Detail:** [REDACTED]**Payment Information**

Transaction ID: [REDACTED]
OMAD: 20221209GMQFMP01014291
Status: Posted
Wire Company Name: Republican Governors Association
Debit Account: Get MI Working Again
Effective Date: 12/09/2022
Wire Amount: 2,500.00 USD
Frequency: One Time
Purpose:
Additional Information: INV. GMWA 2022-002
Reference Beneficiary:

Audit:

12/9/2022 11:13:19 AM : SystemAdmin
: Posted
12/9/2022 10:34:38 AM : Scheduler :
Transmitted
12/9/2022 10:34:36 AM : Erim : New

Beneficiary Information

Account Number: [REDACTED]
Name: CAMPAGIN RESOURCE
GROUP LLC
Address: PO BOX 1948
HOLLAND, MI 49422,
UNITED STATES
Notes:
Routing Number: [REDACTED]
Bank Name: MACATAWA BANK
Bank Address: HOLLAND, MI , UNITED
STATES


EXHIBIT 7



FEDERAL ELECTION COMMISSION
WASHINGTON, D C 20463

MEMORANDUM

TO: The Commissioners
Staff Director
Deputy Staff Director
General Counsel

FROM: Office of the Commission Secretary 

DATE: December 21, 2000

SUBJECT: Statement of Reasons for MUR 4960

Attached is a copy of the Statement of Reasons for MUR 4960 signed
by Commissioner David M. Mason, Commissioner Karl J. Sandstrom,
Commissioner Bradley A. Smith, and Commissioner Scott E. Thomas.

This was received in the Commission Secretary's Office on
Wednesday, December 20, 2000 at 5:10 p.m.

cc: Vincent J. Convery, Jr.
Press Office
Public Information
Public Disclosure

Attachment



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20463

BEFORE THE FEDERAL ELECTION COMMISSION

In re Hillary Rodham Clinton for)
US Senate Exploratory Committee, *et al.*) MUR 4960
)

STATEMENT OF REASONS

On October 10, 2000, the Commission rejected the General Counsel's recommendation that MUR 4960 be dismissed as not warranting further action relative to other cases pending before the Commission. Instead, the Commission voted 4-2¹ to find no reason to believe that Hillary Rodham Clinton and the Hillary Rodham Clinton for US Senate Exploratory Committee (Respondents) received excessive contributions in violation of 2 USC § 441a(a)(1)(A) of the Federal Election Campaign Act (FECA).

Standard for Summary Dismissals

Any person who believes a violation of the FECA has occurred may file a complaint with the Commission. 2 USC § 437g(a)(1). The FECA anticipates that the Commission may summarily dismiss the complaint before the expiration of the 15 days afforded to alleged violators to set forth their reasons why no action should be taken against them. *Id.* After the response period closes, the Commission has the power to investigate alleged FECA violations only where there is "reason to believe" that a violation has been, or is about to be, committed. 2 USC § 437g(a)(2).

The Commission may find "reason to believe" only if a complaint sets forth sufficient specific facts, which, if proven true, would constitute a violation of the FECA. Complaints not based upon personal knowledge must identify a source of information that reasonably gives rise to a belief in the truth of the allegations presented. *See* 11 CFR 111.4(d)(2); MUR 4545 (Clinton/Gore '96 Primary Comm./Amtrak) ("While the available evidence is inadequate to determine whether the costs of the Train Trip were properly paid, the complainant's allegations are not sufficient to support a finding of reason to believe . . ."); MUR 3534 (Bibleway Church of Atlas Road) ("[T]here was a lack of evidence indicating the literature was distributed on behalf of the [Respondent] or at its expense.").

¹ Commissioners McDonald and Wold dissented.

Unwarranted legal conclusions from asserted facts, *see* SOR in MUR 4869 (American Postal Workers Union), or mere speculation, *see* SOR of Chairman Wold and Commissioners Mason and Thomas in MUR 4850 (Fossella), will not be accepted as true. In addition, while credibility will not be weighed in favor of the complainant or the respondent, a complaint may be dismissed if it consists of factual allegations that are refuted with sufficiently compelling evidence provided in the response to the complaint, *see* MUR 4852 (Wiebe), or available from public sources such as the Commission's reports database.

Complaint and Response

The Complaint alleges that the cost of President and Mrs. Clintons' move from the White House to Chappaqua, New York was "financed by third parties, in violation of applicable campaign finance requirements." Compl. at 2. The Complainant attests that "[p]ublic and private monies and/or other benefits and preferences" that "appear to be derived from questionable sources" are being bestowed on Mrs. Clinton and her campaign committee. *Id.*

Complainant's factual assertions rest on two bases: Mrs. Clinton's lawyer failed to respond to a letter from the Complainant inquiring as to who would be paying for the decorating, furnishing and renovation of the Clinton's New York home, *id.* at 2-3; and media reports indicate that "old friends" are decorating the Clinton's home, and federal government employees, i.e., Secret Service personnel, are assisting with the move. *Id.* at 3. One of the media reports cited attributes Mrs. Clinton's spokeswoman with a statement that the Clintons were paying their moving bill themselves. Compl. Exh. 3.

The response asserts that the Complaint is both without factual basis and implicates conduct outside the FECA's coverage.

Analysis

Two threshold deficiencies are conspicuous in the Complaint. First, it does not provide evidence that the costs of the Clintons' move to New York are in connection with Mrs. Clinton's Senate election. While it is true that Mrs. Clinton needed to establish residency in New York in order to run for the Senate there, she could have done so by securing a smaller and less costly residence or possibly without acquiring a permanent residence at all. Thus, the cost of moving into the home the Clintons purchased was not shown to be a campaign expense.

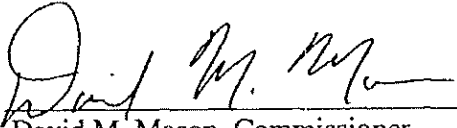
Second, no adverse inference, let alone an admission, may necessarily be found in a person choosing not to respond to correspondence. This is especially true of public figures who receive a large amount of correspondence from persons or groups with whom they are not personally acquainted. While no one would question that "silence when one would be expected to speak is a powerful persuader," *Libutti v. United States*, 178 F.3d 114, 120 (2d Cir. 1999) (emphasis added), no such expectations should have arisen in this case. Correspondence posed to a First Lady's lawyer by a watch dog organization does not raise an expectancy that a response was in order.

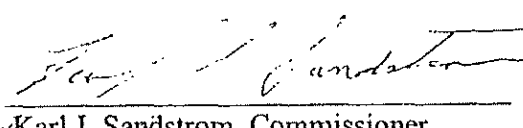
While the complaint generally alleges that the move was "financed by third parties," the only specific allegations involved assistance by "old friends," i.e., volunteers, which would not constitute contributions or expenditures under the Act, *see* 2 USC § 431(8)(B)(i), and Secret Service personnel, i.e., federal government funds, which are likewise exempt from the Act. *See* 2 USC § 431(11). Moreover, one of the media reports attached to the Complaint specifically states that the Clintons "were paying the moving bill themselves." Thus, the only evidence cited by the Complainant directly contradicts his speculation (e.g., "financial assistance *apparently* provided" (*emphasis added*)) that the move may have been financed by gifts from private sources. Such purely speculative charges, especially when accompanied by a direct refutation, do not form an adequate basis to find reason to believe that a violation of the FECA has occurred. *See* MUR 4850.

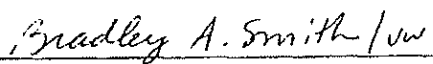
To meet the threshold for "reason to believe," the complainant should have provided some evidence upon which one could reasonably conclude that third parties actually paid for the move (as opposed to merely speculating that someone must have). Absent personal knowledge, the Complainant, at a minimum, should have made a sufficiently specific allegation (i.e., as to who supposedly made payments, along with some reasonable basis for the belief), so as to warrant a focused investigation that can prove or disprove the charge.

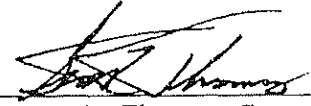
Finally, even if the complaint had shown that sources other than the Federal government and the Clintons themselves had paid for the move, there would have to be some indication the payment would not have been made "irrespective of the candidacy." 11 CFR 113.1(g)(6). The complaint failed completely to address, much less provide any evidence regarding, this essential element of the violation it alleged.

For these reasons, the Commission found no reason to believe that Respondents did not receive excessive contributions in violation of 2 USC § 441(a)(1)(A).


David M. Mason, Commissioner


Karl J. Sandstrom, Commissioner


Bradley A. Smith, Commissioner


Scott E. Thomas, Commissioner

December 21, 2000

EXHIBIT 8



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)	
)	MUR 7753
Everytown for Gun Safety Action Fund, Inc.)	
)	
Everytown for Gun Safety Victory Fund and)	
Tara Paone in her official capacity)	
as Treasurer)	
)	
U.S. Rep. Lucy McBath)	
)	
Friends of Lucy McBath Inc. and)	
Kendra-Sue Derby in her official capacity)	
as Treasurer)	

**STATEMENT OF REASONS OF VICE CHAIR ALLEN DICKERSON AND
COMMISSIONERS SEAN J. COOKSEY AND JAMES E. "TREY" TRAINOR, III**

The Complaint in this matter alleges that two related organizations, Everytown for Gun Safety Action Fund and Everytown for Gun Safety Victory Fund ("Everytown Respondents"), illegally coordinated expenditures with Lucy McBath, a congressional candidate and one-time paid national spokesman for an associated Everytown for Gun Safety organization, and her campaign.¹ The Respondents deny the allegations and claim that the Complaint is too speculative to support a reason to believe finding.²

As we have stated before, "purely speculative charges, especially when accompanied by a direct refutation, do not form an adequate basis to find reason to believe that a violation of the [law] has occurred."³ Here, the Commission has only suppositions that, because McBath was employed by an Everytown for Gun Safety organization, she must have engaged in substantial

¹ Complaint (March 16, 2020), MUR 7753 (Everytown for Gun Safety Action Fund, *et al.*) ("Complaint").

² See Response of Lucy McBath, *et al.* (Aug. 10, 2020), MUR 7753 (Everytown for Gun Safety Action Fund, *et al.*) ("McBath Response"); Response of Everytown for Gun Safety Action Fund, *et al.* (Aug. 10, 2020), MUR 7753 (Everytown for Gun Safety Action Fund, *et al.*) ("Everytown Response").

³ Statement of Reasons of Vice Chair Allen Dickerson and Commissioners Sean J. Cooksey and James E. "Trey" Trainor III at 2 (June 28, 2021), MUR 7501 (Bill Nelson for U.S. Senate, *et al.*) (quoting Statement of Reasons of Commissioners David M. Mason, Karl J. Sandstrom, Bradley A. Smith, and Scott E. Thomas at 3 (Dec. 21, 2000), MUR 4960 (Hillary Rodham Clinton for Senate)).

discussions or provided material information related to Everytown's political spending. But the mere employment of a candidate alone is insufficient to establish coordination or support a reason-to-believe finding, and there is no other supporting evidence for the Complaint's claim. Therefore, we voted to dismiss this matter.

I. Factual Background

Everytown for Gun Safety is a collection of interrelated gun-control education and advocacy groups consisting of: Everytown for Gun Safety Support Fund (the "Support Fund"), a 501(c)(3) charitable organization engaged in education and research; Everytown for Gun Safety Victory Fund (the "Victory Fund"), an independent expenditure-only political action committee; and Everytown for Gun Safety Action Fund (the "Action Fund"), a 501(c)(4) social-welfare organization. The third organization describes its "primary activity" as "promoting gun safety legislation and initiatives and reducing gun violence through the education of policymakers, the public, and the media and organizing communities in support of gun safety."⁴ Together, the Support Fund, the Victory Fund, and the Action Fund are all part of what Respondents characterize as "[t]he Everytown for Gun Safety family of organizations."⁵

Congresswoman Lucy McBath was first elected to Georgia's Sixth Congressional District in 2018. Prior to running for office, she was a spokesperson for Everytown for Gun Safety (although which specific organization employed her is disputed). The timeline of McBath's decision to run for federal office in 2018 is as follows: On March 5, 2018, McBath filed her Statement of Candidacy and her campaign committee, Friends of Lucy McBath (the "McBath Committee"), filed its Statement of Organization.⁶ On April 2, 2018, McBath took unpaid leave from Everytown for Gun Safety in order to pursue her campaign.⁷ Following Georgia's May 22, 2018, primary election for the Democratic nomination, McBath advanced to a primary run-off election, which she won on July 24, 2018.⁸ As the Democratic nominee, McBath then won the general election to represent the Sixth Congressional District on November 6, 2018.⁹

Throughout the election, but only after McBath had begun her unpaid leave, the Action Fund and the Victory Fund supported McBath's election. The Action Fund spent \$1,256,290 on independent expenditures in support of McBath's candidacy.¹⁰ In addition, it contributed

⁴ Everytown for Gun Safety Action Fund, 2018 Return of Organization Exempt From Tax ("2018 Action Fund Tax Return"), available at https://apps.irs.gov/pub/epostcard/cor/208802884_201812_990O_2020061217189577.pdf.

⁵ Everytown Response at 2.

⁶ First General Counsel's Report at 3 (Jan. 28, 2021), MUR 7753 (Everytown for Gun Safety Action Fund, *et al.*).

⁷ Everytown Resp., Attach. 1 ¶ 2.

⁸ First General Counsel's Report at 3 (Jan. 28, 2021), MUR 7753 (Everytown for Gun Safety Action Fund, *et al.*).

⁹ Georgia Secretary of State, November 6, 2018 General Election: Official Results, available at https://results.enr.clarityelections.com/GA/91639/Web02-state.221451/#/c/C_2/s/C_2_1.

¹⁰ 2017-2018 Independent Expenditures, Everytown for Gun Safety Action Fund, available at <https://www.fec.gov/data/committee/C90015025/?tab=spending>.

\$3,712,786 to the Victory Fund in 2018.¹¹ The Victory Fund, in turn, spent \$2,953,240 on independent expenditures in support of McBath.¹²

On March 16, 2020, this Complaint was filed against McBath, the McBath Committee, the Action Fund, and the Victory Fund. It alleges that the Action Fund and Victory Fund's independent expenditures were coordinated with McBath and her campaign based on her ties to Everytown for Gun Safety. In support of the allegation, the Complaint points to the initial overlap in McBath's candidacy and her employment, as well as information in McBath's congressional Financial Disclosure Report indicating that she drew a salary from the Action Fund. It also suggests that the timing and scale of the independent expenditures indicates coordination, such that it is "highly implausible that Representative McBath did not engage in substantial discussion regarding her election."¹³

The Respondents deny the allegations and argue the Complaint is entirely speculative. McBath and her campaign committee dispute that she was ever an employee of the Action Fund, and the Action Fund and Victory Fund submitted an affidavit supporting the claim that she was actually employed by the Support Fund. The Respondents further argue that there is no relevant conduct that would make the independent expenditures into prohibited coordinated communications, and that there was a firewall and anti-coordination policy in place at the time of McBath's candidacy.

II. The Law

The Federal Election Campaign Act of 1971, as amended (the "Act") prohibits corporations from making contributions to candidates for federal office, and further prohibits the officers and directors of any corporation from consenting to such a contribution.¹⁴ "[E]xpenditures made by any person in cooperation, consultation, or concert, with, or at the request or suggestion of, a candidate, his authorized political committees, or their agents" are considered "contributions" under the Act.¹⁵

Commission regulations setting out the parameters of the coordinated-communications prohibition are byzantine. They consist of various multi-factor tests and standards, many of which have sub-parts, and then further exceptions to the sub-parts. But stated as simply as possible, the Commission uses a three-part test to determine whether a communication was coordinated with a campaign. The Commission looks to: (1) who paid for the expenditures, (2) what was the content of the expenditures, and (3) and what, if any, coordinating conduct there was between the campaign and the outside party.

¹¹ First General Counsel's Report at 6 (Jan. 28, 2021), MUR 7753 (Everytown for Gun Safety Action Fund, *et al.*) (citing 2017-2018 Individual Contributions, Everytown for Gun Safety Victory Fund, *available at* <https://www.fec.gov/data/committee/C00688655/?cycle=2018&tab=raising#individual-contribution-transactions>).

¹² 2017-2018 Independent Expenditures, Everytown for Gun Safety Victory Fund, *available at* <https://www.fec.gov/data/committee/C00688655/?cycle=2018&tab=spending#independent-expenditures>.

¹³ Complaint at 4.

¹⁴ 52 U.S.C. § 30118(a).

¹⁵ 52 U.S.C. § 30116(a)(7)(B)(i).

The Respondents acknowledge that the first two elements related to payment and content are satisfied. The Action Fund and the Victory Fund are outside parties who paid for public communications, and those communications were independent expenditures in support of McBath's candidacy or in opposition to her opponent. But the Respondents argue that there is no evidence they meet the conduct standard for coordinated communications.

Commission regulations set out six types of conduct that, if any one is present along with the payment and content standards, indicate a prohibited coordinated communication. The six types of conduct are: (1) request or suggestion; (2) material involvement; (3) substantial discussion; (4) use of a common vendor; (5) use of a former employee or independent contractor; and (6) republication of campaign material.¹⁶

The Complaint contends that available evidence suggests two of these conduct categories have been met between the Everytown Respondents and the McBath Committee: substantial discussion and the use of a former employee or independent contractor. For both, the Commission has set out specific guidelines for how the standards are met.

First, the "substantial discussion" standard is satisfied when:

The communication is created, produced, or distributed after one or more substantial discussions about the communication between the person paying for the communication, or the employees or agents of the person paying for the communication, and the candidate who is clearly identified in the communication, or the candidate's authorized committee, the candidate's opponent, the opponent's authorized committee, or a political party committee. A discussion is substantial within the meaning of this paragraph if information about the candidate's or political party committee's campaign plans, projects, activities, or needs is conveyed to a person paying for the communication, and that information is material to the creation, production, or distribution of the communication.¹⁷

The substantial discussion standard is closely related to material involvement, and in both cases the standard "is not satisfied if the information material to the creation, production, or distribution of the communication was obtained from a publicly available source."¹⁸

Second, the former employee or independent contractor standard looks to overlapping personnel between the outside party and the campaign. The standard is met when two conditions are true:

[1.] The communication is paid for by a person, or by the employer of a person, who was an employee or independent contractor of the candidate who is clearly identified in the communication, or the candidate's authorized committee, the

¹⁶ 11 C.F.R. § 109.21(d)(1)–(6).

¹⁷ 11 C.F.R. § 109.21(d)(3).

¹⁸ *Id.*

candidate's opponent, the opponent's authorized committee, or a political party committee, during the previous 120 days; and ...

[2.] That former employee or independent contractor uses or conveys to the person paying for the communication: (A) [i]nformation about the campaign plans, projects, activities, or needs of the clearly identified candidate, the candidate's opponent, or a political party committee, and that information is material to the creation, production, or distribution of the communication; or (B) [i]nformation used by the former employee or independent contractor in providing services to the candidate who is clearly identified in the communication, or the candidate's authorized committee, the candidate's opponent, the opponent's authorized committee, or a political party committee, and that information is material to the creation, production, or distribution of the communication.¹⁹

Like the standard for substantial discussion, this standard is not met when the information used or conveyed is publicly available.²⁰

III. Analysis

As noted above, the disposition of this matter turns entirely on whether the Respondents satisfy either of the conduct standards described above: substantial discussion or use of a former employee or contractor. The Complaint alleges that Respondents meet both,²¹ but for the reasons set forth below, we disagree.

First, the plain text of the former employee standard makes it inapplicable to the facts at hand. The former employee standard applies to "the employer of a person, who was an employee or independent contractor *of the candidate*."²² McBath was the candidate; she was not an "employee or independent contractor of the candidate." Thus, as the Office of the General Counsel ("OGC") explained in their First General Counsel's Report, "[g]iven that the plain text of the regulation clearly applies to 'an employee or independent contractor of the candidate,' it does not appear that the facts as alleged by the Complaint satisfy the conduct standard at section 109.21(d)(5)."²³

¹⁹ 11 C.F.R. § 109.21(d)(5).

²⁰ *Id.*

²¹ The Complaint does not distinguish between the substantial discussion standard and the former employee standard in its analysis; however, it appears to be applying both. *See* Complaint at 3–4. It also references the request or suggestion standard in its recitation of the applicable law but does not raise it in the "Cause of Action" section applying the asserted facts to the law. Respondents specifically deny that any communication was created, produced, or disseminated at the request or suggestion of McBath or her campaign. *See* Everytown Response, Attachment A, Affidavit of Tara Paone, Chief Financial Officer of the Action Fund and Support Fund and Treasurer of the Victory Fund.

²² 11 C.F.R. § 109.21(d)(5) (emphasis added).

²³ First General Counsel's Report at 13 (Jan. 28, 2021), MUR 7753 (Everytown for Gun Safety Action Fund, *et al.*).

Second, there is insufficient information to find reason to believe that substantial discussion or material involvement occurred. The substantial discussion standard requires the candidate or the campaign to convey non-public information to the person paying for a qualifying communication. The Complaint alleges “the timing of Representative McBath’s employment as the national spokesperson for the Action Fund and her own campaign launch, taken together with the near immediate paid advocacy efforts of the Action Fund render it highly implausible that Representative McBath did not engage in substantial discussion regarding her election.”²⁴ The Complaint further alleges that “Everytown’s expenditures made in the 2018 elections demonstrate substantively unique and preferential treatment to Representative McBath ... [that] alone warrants investigation of coordination.”²⁵

As we have previously stated, “purely speculative charges, especially when accompanied by a direct refutation, do not form an adequate basis to find reason to believe that a violation of the [law] has occurred.”²⁶ “[M]ere ‘official curiosity’ will not suffice as the basis for FEC investigations.”²⁷ Therefore, “[t]he Commission cannot launch investigations into Americans’ political activities based on speculation or official curiosity, or shift the burden to respondents to prove their innocence.”²⁸

The Complaint alleges no specific facts that would show substantial discussions or material involvement occurred other than the fact of McBath’s prior employment.²⁹ Instead, the Complaint hypothesizes that such discussions must have occurred by virtue of McBath’s employment and the Action Fund and Victory Fund’s subsequent spending. The Action Fund and the Victory Fund are advocacy organizations. They exist to support policies and candidates that share their policy positions. It is hardly surprising—nor is it necessarily reflective of any coordination—that an advocacy organization would quickly and enthusiastically support a candidate who is closely associated with their issues and policy views. Shared interests provide a more plausible alternative explanation for the Action Fund and Victory Fund’s spending that is not rebutted by any evidence in the record.³⁰

²⁴ Complaint at 4.

²⁵ *Id.*

²⁶ Statement of Reasons of Vice Chair Allen Dickerson and Commissioners Sean J. Cooksey and James E. “Trey” Trainor III at 2 (June 28, 2021), MUR 7501 (Bill Nelson for U.S. Senate, *et al.*) (quoting Statement of Reasons of Commissioners David M. Mason, Karl J. Sandstrom, Bradley A. Smith, and Scott E. Thomas at 3 (Dec. 21, 2000), MUR 4960 (Hillary Rodham Clinton for Senate)).

²⁷ *FEC v. Machinists Non-Partisan Political League*, 655 F.2d 380, 388 (D.C. Cir. 1981).

²⁸ Statement of Reasons of Vice Chair Allen Dickerson and Commissioners Sean J. Cooksey and James E. “Trey” Trainor III at 2 (June 28, 2021), MUR 7501 (Bill Nelson for U.S. Senate, *et al.*) (quoting Statement of Reasons of Vice Chair Caroline C. Hunter and Commissioners Lee E. Goodman and Matthew S. Petersen at 2 (Feb. 15, 2017), MUR 6747 (Rick Santorum for President)).

²⁹ Indeed, as OGC acknowledges, “the available information does not establish that the Action Fund’s communications in support of McBath were in fact coordinated expenditures.” First General Counsel’s Report at 20 (Jan. 28, 2021), MUR 7753 (Everytown for Gun Safety Action Fund, *et al.*).

³⁰ OGC in its First General Counsel’s Report states, “[t]he Responses do not sufficiently rebut the allegations.” First General Counsel’s Report at 17 (Jan. 28, 2021), MUR 7753 (Everytown for Gun Safety Action Fund, *et al.*). This inappropriately shifts the burden of proof onto the Respondents in our view. Notwithstanding the reason-to-believe standard being lower than belief beyond a reasonable doubt, respondents are presumed innocent until there is

The Complaint's approach suggests that mere employment alone establishes a likelihood of substantial discussion and supports a reason to believe finding. But this effectively collapses the substantial discussion and former employee standards and fails to accord each requirement its due weight. The Complaint's theory shifts the burden to Respondents to prove that coordination does not occur anytime an organization employs a candidate or their former employee.³¹ This cannot be correct. Even under the former employee standard, mere employment alone is not enough to establish coordination. The employee must still convey material information.³² By the same logic, mere former employment also does not establish substantial discussion.

The Complaint does not identify what material information the Complainant believes was passed along to the Action Fund or the Victory Fund or how it was done, nor does it identify which specific communications were created using such information. In a sworn statement Respondents specifically deny that material information was conveyed and claim that they maintained a firewall policy to prevent coordination.³³ Thus, the Complaint presents vague allegations, which are directly refuted by sworn statements from the Respondents.

IV. Conclusion

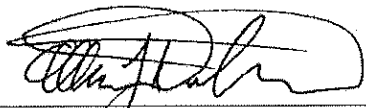
At bottom, there is simply no evidence to support an inference of coordinating conduct between the McBath Committee and the Everytown Respondents. The Complaint is too speculative to support a reason to believe finding. So, we voted to dismiss.

sufficient evidence to the contrary. *See* Statement of Reasons of Chairman Darryl R. Wold and Commissioners David M. Mason and Scott E. Thomas at 2 (July 20, 2000), MUR 4850 (Deloitte & Touche, LLP, *et al.*) ("The burden of proof does not shift to a respondent merely because a complaint is filed.").

³¹ The Complaint does not draw a clear distinction between the former employee standard and the substantial discussion standard. OGC does in its First General Counsel's Report. As noted above, OGC correctly concluded that the former employee standard does not apply to the candidate themselves. Rather, OGC analyzes the situation under the substantial discussion and material involvement standards, and states that the candidate's employment creates "a reasonable basis to question whether McBath shared material information about her campaign's plans, projects, and activities with the Action Fund." First General Counsel's Report at 16 (Jan. 28, 2021), MUR 7753 (Everytown for Gun Safety Action Fund, *et al.*). We disagree. The standard, after all, is "reason to believe," not reason to question.

³² *See* 11 C.F.R. § 109.21(d)(5)(ii).

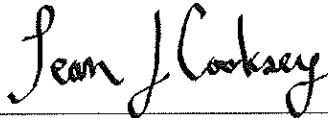
³³ Everytown Response, Attachment A, Affidavit of Tara Paone, Chief Financial Officer of the Action Fund and Support Fund and Treasurer of the Victory Fund.



Allen Dickerson
Vice Chair

October 8, 2021

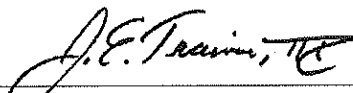
Date



Sean J. Cooksey
Commissioner

October 8, 2021

Date



James E. "Trey" Trainor, III
Commissioner

October 8, 2021

Date

EXHIBIT 9



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)	
)	MUR 7501
Bill Nelson for U.S. Senate and Peggy Gagnon)	
in her official capacity as treasurer)	
)	
Democratic Executive Committee of Florida and)	
Fran Garcia in her official capacity)	
as treasurer)	

**STATEMENT OF REASONS OF VICE CHAIR ALLEN DICKERSON AND
COMMISSIONERS SEAN J. COOKSEY AND JAMES E. "TREY" TRAINOR, III**

The Complaint in this matter alleges that the Democratic Executive Committee of Florida ("Florida Democratic Party") made, and the Bill Nelson for U.S. Senate campaign committee ("Nelson Campaign") accepted, over \$58,000 in in-kind contributions.¹ Specifically, the Complaint cited at least 19 entries on Florida Democratic Party disclosure reports which list "Senate 18/Nelson," "USS/Nelson," "Senate/Nelson" or a similar notation as part of the reported purpose for disbursements primarily to individuals for payroll and consulting, to companies for insurance, and to a printing company.² The Complaint infers that because these memo entries reference Senator Nelson, the associated expenditure must have been made on behalf of the Nelson Campaign. The Complaint does not identify additional facts that support this inference.

The Respondents deny the allegations. The Nelson Campaign asserts that "none of the disbursements were made for the exclusive benefit of the Committee or on the Committee's behalf."³ The Nelson Campaign further avers that while some of the individuals identified by the Complaint were employed by the campaign, they were paid for that work by the campaign.⁴ Moreover, even if the entries were accurate and the staff at issue did some work related to the

¹ Complaint (Sept. 18, 2018), MUR 7501 (Bill Nelson for Senate, *et al.*).

² *Id.* at Exhibit A.

³ Response of Bill Nelson for Senate at 2 (Nov. 13, 2018), MUR 7501 (Bill Nelson for Senate, *et al.*) (emphasis in the original).

⁴ *Id.* at 3.

Nelson Campaign, that does not necessarily mean the payments are attributable to the Respondents.⁵

The Florida Democratic Party denies that the expenses identified in the Complaint are attributable to any one campaign, asserting “the [staff] activities supported the Committee’s own activities for the benefit of candidates up and down the ballot.”⁶ The Florida Democratic Party attributes the reporting to “simple administrative error due to a misunderstanding of the differences between federal and state reporting requirements and general miscommunication between lower level staff responsible for data entry for the Committee reports and Committee management” and subsequently amended their disclosure reports.⁷ There is nothing in the record which contradicts the Florida Democratic Party’s assertion.

The Commission has previously made clear that “purely speculative charges, especially when accompanied by a direct refutation, do not form an adequate basis to find reason to believe that a violation of the [law] has occurred.”⁸ As the courts have stated, “mere ‘official curiosity’ will not suffice as the basis for FEC investigations.”⁹ Therefore, “[t]he Commission cannot launch investigations into Americans’ political activities based on speculation or official curiosity, or shift the burden to respondents to prove their innocence.”¹⁰

Ultimately, the Commission does not have a set of facts before it that supports the Complaint’s allegations. It merely has speculation that the Florida Democratic Party’s initial memo entries were more accurate (and unintentionally revealing) than their amended reports. The Respondents directly deny the Complaint’s allegations, and there is no information in the record that contradicts this denial.¹¹ Under these circumstances, speculation is insufficient to support a

⁵ *Id.* See also 11 C.F.R. § 106.1(c)(1) (“Expenditures for rent, personnel, overhead, general administrative, fund-raising, and other day-to-day costs of political committees need not be attributed to individual candidates, unless these expenditures are made on behalf of a clearly identified candidate and the expenditure can be directly attributed to that candidate.”).

⁶ Response of the Democratic Executive Committee of Florida at 1 (Dec. 10, 2018), MUR 7501 (Bill Nelson for Senate, *et al.*).

⁷ *Id.* at 2.

⁸ Statement of Reasons of Commissioners David M. Mason, Karl J. Sandstrom, Bradley A. Smith, and Scott E. Thomas at 3 (Dec. 21, 2000), MUR 4960 (Hillary Rodham Clinton for Senate). See also First General Counsel’s Report at 5 (July 23, 2004), MUR 5467 (Michael Moore) (quoting the Statement of Reasons of four Commissioners in MUR 4960 (Hillary Rodham Clinton for U.S. Senate Exploratory Committee, Inc.)); Statement of Reasons of Vice Chairman Donald F. McGahn and Commissioners Caroline C. Hunter and Matthew S. Petersen at 6 (Sept. 19, 2013), MUR 5878 (Arizona Democratic Central Committee) (same).

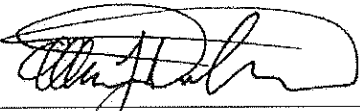
⁹ *FEC v. Machinists Non-Partisan Political League*, 655 F.2d 380, 388 (D.C. Cir. 1981).

¹⁰ Statement of Reasons of Vice Chair Caroline C. Hunter and Commissioners Lee E. Goodman and Matthew S. Petersen at 2 (Feb. 15, 2017), MUR 6747 (Rick Santorum for President); see also Statement of Reasons of Chairman Darryl R. Wold and Commissioners David M. Mason, and Scott E. Thomas at 2 (July 20, 2000), MUR 4850 (Deloitte & Touche, LLP, *et al.*) (“The burden of proof does not shift to a respondent merely because a complaint is filed.”).

¹¹ Some have suggested that this denial needed to be accompanied by a sworn affidavit to be credible. Yet knowingly and willfully making false representations to the Commission is already a crime under 18 U.S.C. § 1001,

reason to believe finding, let alone the costly and invasive investigation recommended by the Commission's Office of General Counsel.

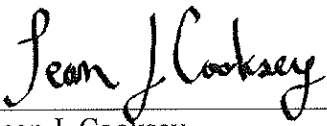
Accordingly, we voted to find no reason to believe a violation occurred in this matter.



Allen Dickerson
Vice Chair

June 28, 2021

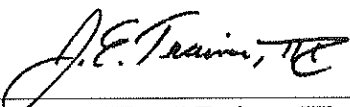
Date



Sean J. Cooksey
Commissioner

June 28, 2021

Date



James E. "Trey" Trainor, III
Commissioner

June 28, 2021

Date

and knowingly and willfully filing false report amendments with the Commission may be prosecuted under 52 U.S.C.
§ 30109(d).

EXHIBIT 10



FEDERAL ELECTION COMMISSION

WASHINGTON, D.C. 20461

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of
Deloitte & Touche, LLP, *et al.*

)
)
)

MUR 4850

**STATEMENT OF REASONS OF CHAIRMAN WOLD AND
COMMISSIONERS MASON AND THOMAS**

On June 20, 2000, the Commission rejected the recommendation of the General Counsel to find reason to believe that Respondent Deloitte & Touche, LLP ("D & T"), violated 2 U.S.C. §§ 441b and 441f, with two Commissioners voting in favor of the recommendation and three opposed.¹

We write to explain our reasons for opposing the General Counsel's recommendation. We based our decision upon the lack of evidence in the complaint to support the allegation that D & T routed prohibited contributions through its partners or employees to the Committee to Re-Elect Vito Fossella.

The complaint alleged in conclusory fashion that "contributions made [to the Fossella Committee] via conduits or intermediaries appear to have been made from . . . DELOITTE & TOUCHE LLP." Complainant, who unsuccessfully opposed Congressman Fossella during the 1998 election, provided no basis for this allegation. In response to the complaint, counsel for D & T stated that it is "not aware that Deloitte & Touche has committed any violation of FECA or its accompanying regulations." The Fossella Committee reported to the Commission that 23 D & T employees made contributions during the 1997-98 election cycle. With two exceptions, these employees contributed only \$250 and few of them were made on the same day.

The General Counsel, reading the foregoing response as failing to deny affirmatively that D & T violated the Federal Election Campaign Act (FECA) with respect to the unnamed contributors or any of its employees, recommended that the Commission find reason to believe ("RTB") that D & T violated 2 U.S.C. §§ 441b and 441f. While Respondent could have made a more specific denial, the response corresponded in its level of generality to that of the complaint, which named neither any person nor D & T employees generally, as the object of its speculative assertion. Before the Commission finds RTB that FECA violations occurred based on nothing more

¹ Commissioner Elliott was absent from this Executive Session.

than insufficiently vigorous denials to mere conjecture, the regulated community should be given sufficient notice that such a lilliputian RTB threshold is being applied by the Commission.

During discussion of this issue in Executive Session, the General Counsel also stated that D & T's response suggested that it had not performed its own investigation of the matter. We find this inference irrelevant. A mere conclusory accusation without any supporting evidence does not shift the burden of proof to respondents. While a respondent may choose to respond to a complaint, *complainants* must provide the Commission with a reason to believe violations occurred. The burden of proof does not shift to a respondent merely because a complaint is filed. In this instance, the complaint states only that conduit contributions "appear to have been made." The complaint itself literally fails to make any factual showing to support an accusation that D & T violated the FECA. Thus, if we were to accept the General Counsel's close reading of the response, we would, in fairness, be compelled to find the complaint is deficient in precisely the same way. In fact, we do not normally apply such a rigorous standard to complaints. Nor should we do so for responses.

The only apparent evidence to which Complainant could have been referring was the fact that the Committee's reports showed that a number of D & T employees made contributions to the Committee, some on the same day. We can grant little, if any, weight to this fact. If the Commission were to accept that circumstance as sufficient evidence to make RTB findings of conduit contributions, we would have time for investigations of little else. The fact that several employees of the same company make contributions even on the same day, often after a fundraising drive, should raise no eyebrows. Moreover, in this case almost all of the contributions at issue were only \$250. Conjecture that these were conduit contributions runs counter to our experience. In our experience, conduit contribution schemes tend to involve the \$1,000 limit. Apparently, as the familiar adage goes, anything worth doing (including illegal matters) is worth doing well.

We note that we are very concerned about the number of conduit contribution cases the Commission has recently seen. Conduit contributions circumvent the core reporting provisions of the FECA and usually the contribution limits, and we are endeavoring to develop tools that allow for easier detection of conduit patterns. Nonetheless, we cannot allow mere conjecture (offered by a political opponent's campaign) to serve as a basis to launch an investigation, simply because the conjecture is met by less than the most explicit denial.

July 20, 2000


Darryl R. Wold, Chairman


David M. Mason, Commissioner


Scott E. Thomas, Commissioner

EXHIBIT 11

**Political Organization
Notice of Section 527 Status**

OMB No. 1545-1693

Part I General Information

1 Name of organization

Put Michigan First

Employer identification number

87 - 1484192

2 Mailing address (P.O. box or number, street, and room or suite number)

1225 I St. NW Ste. 1100

City or town, state, and ZIP code

Washington, DC 20005

3 Check applicable box: ☒ Initial notice ☐ Amended notice ☐ Final notice

4a Date established

07/06/2021

4b Date of material change

07/06/2021

5 E-mail address of organization

putmichiganfirst@gmail.com

6a Name of custodian of records

Stephen Hill

6b Custodian's address

1225 I St. NW Ste. 1100

Washington, DC 20005

7a Name of contact person

Stephen Hill

7b Contact person's address

1225 I St. NW Ste. 1100

Washington, DC 20005

8 Business address of organization (if different from mailing address shown above). Number, street, and room or suite number

1225 I St. NW Ste. 1100

City or town, state, and ZIP code

Washington, DC 20005

9a Election authority

NONE

9b Election authority identification number

Part II Notification of Claim of Exemption From Filing Certain Forms (see instructions)

10a Is this organization claiming exemption from filing Form 8872, Political Organization Report of Contributions and Expenditures, as a qualified state or local political organization? Yes ☐ No ☒

10b If 'Yes,' list the state where the organization files reports:

11 Is this organization claiming exemption from filing Form 990 (or 990-EZ), Return of Organization Exempt from Income Tax, as a caucus or associations of state or local officials? Yes ☐ No ☒

Part III Purpose

12 Describe the purpose of the organization

Communicate regarding the issue positions of candidates in Michigan.

Part IV List of All Related Entities (see instructions)13 Check if the organization has no related entities
.....

14a Name of related entity	14b Relationship	14c Address
Center for Innovative Policy	Connected	1225 I St. NW Ste. 1100 Washington, DC 20005
Alliance for Common Sense	Connected	1225 I St. NW Ste. 1100 Washington, DC 20005

Part V List of All Officers, Directors, and Highly Compensated Employees (see instructions)

15a Name	15b Title	15c Address
Stephen Hill	Treasurer	1225 I St. NW Ste. 1100 Washington, DC 20005
Noam Lee	Chairperson	1225 I St. NW Ste. 1100 Washington, DC 20005

Under penalties of perjury, I declare that the organization named in Part I is to be treated as a tax-exempt organization described in section 527 of the Internal Revenue Code, and that I have examined this notice, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. I further declare that I am the official authorized to sign this report, and I am signing by entering my name below.

Stephen Hill

07/06/2021

**Sign
Here**

Name of authorized official

Date

EXHIBIT 12

**Political Organization
Report of Contributions and Expenditures**

OMB No. 1545-1696

► See separate instructions.

A For the period beginning 07/01/2022 and ending 09/30/2022

B Check applicable box: ☒ Initial report ☐ Change of address ☐ Amended report ☐ Final report

1 Name of organization Put Michigan First **Employer identification number** 87 - 1484192

2 Mailing address (P.O. box or number, street, and room or suite number)
1225 I St NW Ste 1100

City or town, state, and ZIP code
Washington, DC 20005

3 E-mail address of organization: putmichiganfirst@gmail.com **4** Date organization was formed: 07/06/2021

5a Name of custodian of records Stephen Hill **5b** Custodian's address
1225 Eye Street NW Suite 1100
Washington, DC 20005

6a Name of contact person Stephen Hill **6b** Contact person's address
1225 Eye Street NW Suite 1100
Washington, DC 20005

7 Business address of organization (if different from mailing address shown above). Number, street, and room or suite number
1225 I St NW Ste 1100

City or town, state, and ZIP code
Washington, DC 20005

8 Type of report (check only one box)

- | | |
|---|--|
| <input type="checkbox"/> First quarterly report
(due by April 15) | <input type="checkbox"/> Monthly report for the month of: |
| <input type="checkbox"/> Second quarterly report
(due by July 15) | (due by the 20th day following the month shown above, except the
December report, which is due by January 31) |
| <input checked="" type="checkbox"/> Third quarterly report
(due by October 15) | <input type="checkbox"/> Pre-election report (due by the 12th or 15th day before the election) |
| <input type="checkbox"/> Year-end report
(due by January 31) | (1) Type of election: |
| <input type="checkbox"/> Mid-year report (Non-election
year only-due by July 31) | (2) Date of election: |
| | (3) For the state of: |
| | <input type="checkbox"/> Post-general election report (due by the 30th day after general election) |
| | (1) Date of election: |
| | (2) For the state of: |

9 Total amount of reported contributions (total from all attached Schedules A) **9.** \$ 14583701

10 Total amount of reported expenditures (total from all attached Schedules B) **10.** \$ 21302206

Under penalties of perjury, I declare that I have examined this report, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete.

Stephen Hill

10/14/2022

**Sign
Here**

Signature of authorized official

Date

Schedule A Itemized Contributions

Schedule A

Contributor's name, mailing address and ZIP code H. Cox Son Inc [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 2500	Amount of contribution \$ 2500 Date of contribution 08/08/2022
Contributor's name, mailing address and ZIP code Farmington Hotel Business [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 1500	Amount of contribution \$ 1500 Date of contribution 08/23/2022
Contributor's name, mailing address and ZIP code Med-Share Inc. [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 09/26/2022
Contributor's name, mailing address and ZIP code Michigan Health Hospital Association [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 150000	Amount of contribution \$ 100000 Date of contribution 09/13/2022
Contributor's name, mailing address and ZIP code Rossetti [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 2500	Amount of contribution \$ 2500 Date of contribution 07/07/2022
Contributor's name, mailing address and ZIP code Jake Kasdan [REDACTED]	Name of contributor's employer Self-Employed Contributor's occupation Writer Director Aggregate contributions year-to-date \$ 12500	Amount of contribution \$ 12500 Date of contribution 07/25/2022
Contributor's name, mailing address and ZIP code Lifepoint Health Support Center [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 07/01/2022
Contributor's name, mailing address and ZIP code Tomas Torres [REDACTED]	Name of contributor's employer N A Contributor's occupation Retired Aggregate contributions year-to-date \$ 2500	Amount of contribution \$ 2500 Date of contribution 09/17/2022
Contributor's name, mailing address and ZIP code Shekar Narasimhan [REDACTED]	Name of contributor's employer Beekman Advisors Inc. Contributor's occupation Advisor Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 07/07/2022
Contributor's name, mailing address and ZIP code Service Employees Intl Union [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 1000000	Amount of contribution \$ 1000000 Date of contribution 09/02/2022
Contributor's name, mailing address and ZIP code Michigan Beer Wine [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 08/08/2022

Contributor's name, mailing address and ZIP code Basha Woodward LLC [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 15000	Amount of contribution \$ 15000 Date of contribution 07/29/2022
Contributor's name, mailing address and ZIP code Rachel Anne Bendit [REDACTED]	Name of contributor's employer Self-Employed Contributor's occupation Attorney Aggregate contributions year-to-date \$ 250000	Amount of contribution \$ 250000 Date of contribution 07/07/2022
Contributor's name, mailing address and ZIP code O W, Inc [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 08/08/2022
Contributor's name, mailing address and ZIP code Main Street Latin Restaurant Inc. [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 1500	Amount of contribution \$ 1500 Date of contribution 08/23/2022
Contributor's name, mailing address and ZIP code NARAL Pro Choice America [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 10000	Amount of contribution \$ 10000 Date of contribution 09/15/2022
Contributor's name, mailing address and ZIP code Washtenaw Hospitality LLC [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 1500	Amount of contribution \$ 1500 Date of contribution 08/23/2022
Contributor's name, mailing address and ZIP code SCA AIG Inc [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 4000	Amount of contribution \$ 4000 Date of contribution 09/26/2022
Contributor's name, mailing address and ZIP code Dundee Hotel Business Inc. [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 1500	Amount of contribution \$ 1500 Date of contribution 08/23/2022
Contributor's name, mailing address and ZIP code Robert Pew [REDACTED]	Name of contributor's employer Steelcase Contributor's occupation Board Chair Aggregate contributions year-to-date \$ 2500	Amount of contribution \$ 2500 Date of contribution 08/09/2022
Contributor's name, mailing address and ZIP code Fordson Inc. [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 1500	Amount of contribution \$ 1500 Date of contribution 08/23/2022
Contributor's name, mailing address and ZIP code United Marketing Group LLC [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 2500	Amount of contribution \$ 2500 Date of contribution 08/23/2022

Contributor's name, mailing address and ZIP code Daniel Berger Esq. [REDACTED]	Name of contributor's employer Berger Montague, P.C. Contributor's occupation Partner Aggregate contributions year-to-date \$ 25000	Amount of contribution \$ 25000 Date of contribution 09/30/2022
Contributor's name, mailing address and ZIP code Communications Workers of America [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 100000	Amount of contribution \$ 100000 Date of contribution 09/27/2022
Contributor's name, mailing address and ZIP code Platinum Management LLC [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 15000	Amount of contribution \$ 15000 Date of contribution 09/06/2022
Contributor's name, mailing address and ZIP code Patricia Zigarmi [REDACTED]	Name of contributor's employer The Ken Blanchard Companies Contributor's occupation Founder Aggregate contributions year-to-date \$ 1000	Amount of contribution \$ 1000 Date of contribution 08/08/2022
Contributor's name, mailing address and ZIP code SourcePro Inc [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 3000	Amount of contribution \$ 3000 Date of contribution 09/26/2022
Contributor's name, mailing address and ZIP code Democratic Governors Association [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 7950000	Amount of contribution \$ 1750000 Date of contribution 08/30/2022
Contributor's name, mailing address and ZIP code West Side Beer Distributing [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 08/08/2022
Contributor's name, mailing address and ZIP code Alliance Beverage Distributing LLC [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 08/08/2022
Contributor's name, mailing address and ZIP code Taylor Supermarket Inc. [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 1500	Amount of contribution \$ 1500 Date of contribution 08/23/2022
Contributor's name, mailing address and ZIP code Richard N Barton [REDACTED]	Name of contributor's employer Zillow Group Contributor's occupation Executive Chairman Aggregate contributions year-to-date \$ 100000	Amount of contribution \$ 100000 Date of contribution 07/18/2022
Contributor's name, mailing address and ZIP code Working for Working Americans [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 1000000	Amount of contribution \$ 1000000 Date of contribution 07/21/2022

Contributor's name, mailing address and ZIP code Michigan Laborers District Council [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 100000	Amount of contribution \$ 100000 Date of contribution 08/01/2022
Contributor's name, mailing address and ZIP code Working Families First - 527 [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 100000	Amount of contribution \$ 100000 Date of contribution 09/29/2022
Contributor's name, mailing address and ZIP code Be the Change PAC [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 500	Amount of contribution \$ 500 Date of contribution 08/18/2022
Contributor's name, mailing address and ZIP code EMILY S List [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 250000	Amount of contribution \$ 250000 Date of contribution 07/29/2022
Contributor's name, mailing address and ZIP code Phil Pierce [REDACTED]	Name of contributor's employer Pierce Monroe Associates LLC Contributor's occupation Managing Member Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 07/26/2022
Contributor's name, mailing address and ZIP code J. Lewis Cooper Jr [REDACTED]	Name of contributor's employer Great Lakes Wine Spirits LLC Contributor's occupation Board Member Aggregate contributions year-to-date \$ 20000	Amount of contribution \$ 20000 Date of contribution 09/08/2022
Contributor's name, mailing address and ZIP code Heidi Stolle [REDACTED]	Name of contributor's employer N A Contributor's occupation Retired Aggregate contributions year-to-date \$ 12500	Amount of contribution \$ 12500 Date of contribution 07/15/2022
Contributor's name, mailing address and ZIP code Erica A. Ward [REDACTED]	Name of contributor's employer N A Contributor's occupation Retired Aggregate contributions year-to-date \$ 2500	Amount of contribution \$ 2500 Date of contribution 07/13/2022
Contributor's name, mailing address and ZIP code Great Lakes Wine Spirits LLC [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 08/08/2022
Contributor's name, mailing address and ZIP code EWIE [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 09/26/2022
Contributor's name, mailing address and ZIP code Quigley for Congress [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 1000	Amount of contribution \$ 1000 Date of contribution 09/06/2022

Contributor's name, mailing address and ZIP code Ludington Beverage Co Inc [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 2500	Amount of contribution \$ 2500 Date of contribution 08/08/2022
Contributor's name, mailing address and ZIP code Diana Strassmann [REDACTED]	Name of contributor's employer Rice University Contributor's occupation Professor Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 09/17/2022
Contributor's name, mailing address and ZIP code Kirit Patel [REDACTED]	Name of contributor's employer Self-Employed Contributor's occupation Hoteller Aggregate contributions year-to-date \$ 6850	Amount of contribution \$ 6850 Date of contribution 09/26/2022
Contributor's name, mailing address and ZIP code Christopher Stolle [REDACTED]	Name of contributor's employer Tableau Software Contributor's occupation Chief Development Officer Aggregate contributions year-to-date \$ 12500	Amount of contribution \$ 12500 Date of contribution 07/15/2022
Contributor's name, mailing address and ZIP code Klein Financial Corporation [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 50000	Amount of contribution \$ 50000 Date of contribution 08/03/2022
Contributor's name, mailing address and ZIP code Kumar Surgical Center LLC [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 4000	Amount of contribution \$ 4000 Date of contribution 09/26/2022
Contributor's name, mailing address and ZIP code Tri-County Beverage Co [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 08/08/2022
Contributor's name, mailing address and ZIP code AFSCME [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 1300000	Amount of contribution \$ 800000 Date of contribution 09/29/2022
Contributor's name, mailing address and ZIP code Earl Smith Distributing Co [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 2500	Amount of contribution \$ 2500 Date of contribution 08/08/2022
Contributor's name, mailing address and ZIP code United Association [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 100000	Amount of contribution \$ 100000 Date of contribution 08/22/2022
Contributor's name, mailing address and ZIP code Talk A Lot Wireless LLC [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 2000	Amount of contribution \$ 2000 Date of contribution 08/23/2022

Contributor's name, mailing address and ZIP code Worldwide Marketing Solutions Inc [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 09/26/2022
Contributor's name, mailing address and ZIP code Aggregate below Threshold [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 20	Amount of contribution \$ 20 Date of contribution 09/30/2022
Contributor's name, mailing address and ZIP code Shkaga Inc. [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 4000	Amount of contribution \$ 4000 Date of contribution 08/25/2022
Contributor's name, mailing address and ZIP code Alison Townsend [REDACTED]	Name of contributor's employer Self-Employed Contributor's occupation Homemaker Aggregate contributions year-to-date \$ 10000	Amount of contribution \$ 10000 Date of contribution 08/01/2022
Contributor's name, mailing address and ZIP code Sky Group Inc [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 3120	Amount of contribution \$ 3120 Date of contribution 09/26/2022
Contributor's name, mailing address and ZIP code Rave Associates Inc [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 08/08/2022
Contributor's name, mailing address and ZIP code Lockton Inc PAC [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 08/22/2022
Contributor's name, mailing address and ZIP code National Democratic Redistricting Committee [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 11000	Amount of contribution \$ 11000 Date of contribution 07/11/2022
Contributor's name, mailing address and ZIP code George Zelcs [REDACTED]	Name of contributor's employer Korein Tillery Contributor's occupation Attorney Aggregate contributions year-to-date \$ 10000	Amount of contribution \$ 10000 Date of contribution 09/26/2022
Contributor's name, mailing address and ZIP code Leslie Hanauer [REDACTED]	Name of contributor's employer The Nick and Leslie Hanauer Foundation Contributor's occupation Philanthropist Aggregate contributions year-to-date \$ 7850	Amount of contribution \$ 7850 Date of contribution 09/21/2022
Contributor's name, mailing address and ZIP code BAC POLITICAL EDUCATION FUND [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 30000	Amount of contribution \$ 30000 Date of contribution 08/15/2022

Contributor's name, mailing address and ZIP code Wendy Greeney [REDACTED]	Name of contributor's employer N A Contributor's occupation Retired Aggregate contributions year-to-date \$ 30000	Amount of contribution \$ 30000 Date of contribution 08/18/2022
Contributor's name, mailing address and ZIP code Pranam Inc [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 1000	Amount of contribution \$ 1000 Date of contribution 09/26/2022
Contributor's name, mailing address and ZIP code Pharmascrypt of Michigan [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 200000	Amount of contribution \$ 100000 Date of contribution 08/02/2022
Contributor's name, mailing address and ZIP code Maryanne Tagney [REDACTED]	Name of contributor's employer Self-Employed Contributor's occupation Philanthropist Aggregate contributions year-to-date \$ 10000	Amount of contribution \$ 10000 Date of contribution 09/26/2022
Contributor's name, mailing address and ZIP code Antonio Jose Gracias [REDACTED]	Name of contributor's employer Valor Equity Partners Contributor's occupation Managing Partner Aggregate contributions year-to-date \$ 100000	Amount of contribution \$ 100000 Date of contribution 09/14/2022
Contributor's name, mailing address and ZIP code Ferndale Lodging LLC [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 2500	Amount of contribution \$ 2500 Date of contribution 08/23/2022
Contributor's name, mailing address and ZIP code Inara George [REDACTED]	Name of contributor's employer Self-Employed Contributor's occupation Songwriter Aggregate contributions year-to-date \$ 12500	Amount of contribution \$ 12500 Date of contribution 08/20/2022
Contributor's name, mailing address and ZIP code LGC Global Inc [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 9850	Amount of contribution \$ 9850 Date of contribution 09/26/2022
Contributor's name, mailing address and ZIP code Olivia Sears [REDACTED]	Name of contributor's employer N A Contributor's occupation Retired Aggregate contributions year-to-date \$ 25000	Amount of contribution \$ 25000 Date of contribution 09/14/2022
Contributor's name, mailing address and ZIP code Livonia Business Inc. [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 1500	Amount of contribution \$ 1500 Date of contribution 08/23/2022
Contributor's name, mailing address and ZIP code Michael R Bloomberg [REDACTED]	Name of contributor's employer Bloomberg LP Contributor's occupation Founder Aggregate contributions year-to-date \$ 1000000	Amount of contribution \$ 1000000 Date of contribution 09/14/2022

Contributor's name, mailing address and ZIP code Democratic Governors Association [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 7950000	Amount of contribution \$ 1000000 Date of contribution 09/08/2022
Contributor's name, mailing address and ZIP code Mukesh K Suryavanshi [REDACTED]	Name of contributor's employer Self-Employed Contributor's occupation Physical Therapist Aggregate contributions year-to-date \$ 1000	Amount of contribution \$ 1000 Date of contribution 09/26/2022
Contributor's name, mailing address and ZIP code Imperial Beverage [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 08/08/2022
Contributor's name, mailing address and ZIP code Democratic Governors Association [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 7950000	Amount of contribution \$ 750000 Date of contribution 09/15/2022
Contributor's name, mailing address and ZIP code Garden City family Physicians PLLC [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 1000	Amount of contribution \$ 1000 Date of contribution 09/26/2022
Contributor's name, mailing address and ZIP code Petitpren [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 08/08/2022
Contributor's name, mailing address and ZIP code Production Services Management Inc [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 09/26/2022
Contributor's name, mailing address and ZIP code Democratic Governors Association [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 7950000	Amount of contribution \$ 1250000 Date of contribution 09/30/2022
Contributor's name, mailing address and ZIP code Fred Eychaner [REDACTED]	Name of contributor's employer Newsweb Corporation Contributor's occupation President Aggregate contributions year-to-date \$ 250000	Amount of contribution \$ 250000 Date of contribution 09/21/2022
Contributor's name, mailing address and ZIP code Anil Kumar [REDACTED]	Name of contributor's employer Michigan United Physicians Contributor's occupation Physician Aggregate contributions year-to-date \$ 25000	Amount of contribution \$ 12500 Date of contribution 09/26/2022
Contributor's name, mailing address and ZIP code EGC [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 1000	Amount of contribution \$ 1000 Date of contribution 09/26/2022

Contributor's name, mailing address and ZIP code Democratic Governors Association [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 7950000	Amount of contribution \$ 2200000 Date of contribution 09/23/2022
Contributor's name, mailing address and ZIP code Henry Fox Sales Co [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 08/08/2022
Contributor's name, mailing address and ZIP code Elizabeth Monaghan [REDACTED]	Name of contributor's employer N A Contributor's occupation Retired Aggregate contributions year-to-date \$ 2500	Amount of contribution \$ 2500 Date of contribution 08/16/2022
Contributor's name, mailing address and ZIP code Teena Hostovich [REDACTED]	Name of contributor's employer Lockton Inc. Contributor's occupation Insurance Broker Vice Chair Aggregate contributions year-to-date \$ 2500	Amount of contribution \$ 2500 Date of contribution 08/10/2022
Contributor's name, mailing address and ZIP code Michigan Pipe Trades Association Ind Exp Committ [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 100000	Amount of contribution \$ 100000 Date of contribution 08/22/2022
Contributor's name, mailing address and ZIP code Ricky A Patel [REDACTED]	Name of contributor's employer Information Requested Contributor's occupation Information Requested Aggregate contributions year-to-date \$ 1000	Amount of contribution \$ 1000 Date of contribution 09/26/2022
Contributor's name, mailing address and ZIP code Eastown Distributors Co [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 08/08/2022
Contributor's name, mailing address and ZIP code NWS Michigan LLC [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 2500	Amount of contribution \$ 2500 Date of contribution 08/25/2022
Contributor's name, mailing address and ZIP code Heidelberg Bar Inc. [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 1500	Amount of contribution \$ 1500 Date of contribution 08/23/2022
Contributor's name, mailing address and ZIP code Atlas Sales Inc [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 08/08/2022
Contributor's name, mailing address and ZIP code Mary Fisher [REDACTED]	Name of contributor's employer N A Contributor's occupation Retired Aggregate contributions year-to-date \$ 10000	Amount of contribution \$ 10000 Date of contribution 08/10/2022

Contributor's name, mailing address and ZIP code Landmark Management Inc. [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 3000	Amount of contribution \$ 3000 Date of contribution 08/23/2022
Contributor's name, mailing address and ZIP code UBCR LLC [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 08/11/2022
Contributor's name, mailing address and ZIP code Breeze Smoke LLC [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 50000	Amount of contribution \$ 50000 Date of contribution 09/26/2022
Contributor's name, mailing address and ZIP code Tyler Sales Company Inc [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 08/08/2022
Contributor's name, mailing address and ZIP code Democratic Lieutenant Governors Association [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 75000	Amount of contribution \$ 25000 Date of contribution 09/08/2022
Contributor's name, mailing address and ZIP code Elaine Lindy [REDACTED]	Name of contributor's employer Lindy Communities Contributor's occupation Real Estate Aggregate contributions year-to-date \$ 2500	Amount of contribution \$ 2500 Date of contribution 09/27/2022
Contributor's name, mailing address and ZIP code Lynda Rae Resnick [REDACTED]	Name of contributor's employer The Wonderful Company Contributor's occupation Vice Chairman Aggregate contributions year-to-date \$ 15000	Amount of contribution \$ 15000 Date of contribution 09/12/2022
Contributor's name, mailing address and ZIP code Annette P. Cumming [REDACTED]	Name of contributor's employer Cumming Foundation Forthcoming Fund Contributor's occupation Vice President Exec. Dir. Aggregate contributions year-to-date \$ 10000	Amount of contribution \$ 10000 Date of contribution 09/26/2022
Contributor's name, mailing address and ZIP code Pharmascript of Michigan [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 200000	Amount of contribution \$ 100000 Date of contribution 09/12/2022
Contributor's name, mailing address and ZIP code Jennifer N. Pritzker [REDACTED]	Name of contributor's employer Tawani Enterprises Inc. Contributor's occupation President CEO Aggregate contributions year-to-date \$ 50000	Amount of contribution \$ 50000 Date of contribution 08/22/2022
Contributor's name, mailing address and ZIP code John O Sullivan Distributing [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 08/08/2022

Contributor's name, mailing address and ZIP code NEA Advocacy Fund [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 1000000	Amount of contribution \$ 1000000 Date of contribution 07/21/2022
Contributor's name, mailing address and ZIP code Gloria Page [REDACTED]	Name of contributor's employer N A Contributor's occupation Retired Aggregate contributions year-to-date \$ 204011	Amount of contribution \$ 200011 Date of contribution 08/08/2022
Contributor's name, mailing address and ZIP code Sapinbox LLC [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 1000	Amount of contribution \$ 1000 Date of contribution 09/26/2022
Contributor's name, mailing address and ZIP code Joseph Patt [REDACTED]	Name of contributor's employer 683 Capital Contributor's occupation Investor Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 07/11/2022
Contributor's name, mailing address and ZIP code Democratic Lieutenant Governors Association [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 75000	Amount of contribution \$ 50000 Date of contribution 09/30/2022
Contributor's name, mailing address and ZIP code Barbara F Lee [REDACTED]	Name of contributor's employer N A Contributor's occupation Retired Aggregate contributions year-to-date \$ 100000	Amount of contribution \$ 100000 Date of contribution 08/02/2022
Contributor's name, mailing address and ZIP code Riverfront Hotel LLC [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 1000	Amount of contribution \$ 1000 Date of contribution 09/26/2022
Contributor's name, mailing address and ZIP code Kirti Sanghvi [REDACTED]	Name of contributor's employer Doctor s Hospital of Michigan Contributor's occupation Physician Aggregate contributions year-to-date \$ 5000	Amount of contribution \$ 5000 Date of contribution 09/26/2022
Contributor's name, mailing address and ZIP code AZOTH [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 1000	Amount of contribution \$ 1000 Date of contribution 09/26/2022
Contributor's name, mailing address and ZIP code Larry J. Bell [REDACTED]	Name of contributor's employer Bell s Brewery Contributor's occupation Owner Aggregate contributions year-to-date \$ 15000	Amount of contribution \$ 15000 Date of contribution 07/07/2022
Contributor's name, mailing address and ZIP code Cogent Integrated Business Solutions [REDACTED]	Name of contributor's employer NA Contributor's occupation NA Aggregate contributions year-to-date \$ 2500	Amount of contribution \$ 2500 Date of contribution 09/26/2022

Schedule B Itemized Expenditures

Schedule B

Recipient's name, mailing address and ZIP code
Rising Tide Interactive
[REDACTED]

Name of recipient's employer
NA
Recipients's occupation
NA

Amount of Expenditure
\$ 438314
Date of expenditure
09/15/2022

Purpose of expenditure
Digital Media Buy

Recipient's name, mailing address and ZIP code
Sage Media Planning
[REDACTED]

Name of recipient's employer
NA
Recipients's occupation
NA

Amount of Expenditure
\$ 86927
Date of expenditure
08/26/2022

Purpose of expenditure
TV and Digital Media Buy

Recipient's name, mailing address and ZIP code
Great American Media
[REDACTED]

Name of recipient's employer
NA
Recipients's occupation
NA

Amount of Expenditure
\$ 1322015
Date of expenditure
09/15/2022

Purpose of expenditure
TV Media Buy

Recipient's name, mailing address and ZIP code
Sage Media Planning
[REDACTED]

Name of recipient's employer
NA
Recipients's occupation
NA

Amount of Expenditure
\$ 112345
Date of expenditure
09/15/2022

Purpose of expenditure
TV and Digital Media Buy

Recipient's name, mailing address and ZIP code
Sage Media Planning
[REDACTED]

Name of recipient's employer
NA
Recipients's occupation
NA

Amount of Expenditure
\$ 219184
Date of expenditure
08/11/2022

Purpose of expenditure
TV and Digital Media Buy

Recipient's name, mailing address and ZIP code
Rising Tide Interactive
[REDACTED]

Name of recipient's employer
NA
Recipients's occupation
NA

Amount of Expenditure
\$ 532179
Date of expenditure
09/23/2022

Purpose of expenditure
Digital Media Buy

Recipient's name, mailing address and ZIP code
Sage Media Planning
[REDACTED]

Name of recipient's employer
NA
Recipients's occupation
NA

Amount of Expenditure
\$ 86927
Date of expenditure
08/31/2022

Purpose of expenditure
TV and Digital Media Buy

Recipient's name, mailing address and ZIP code
Rising Tide Interactive
[REDACTED]

Name of recipient's employer
NA
Recipients's occupation
NA

Amount of Expenditure
\$ 927549
Date of expenditure
08/11/2022

Purpose of expenditure
Digital Media Buy

Recipient's name, mailing address and ZIP code
ActBlue Technical Services
[REDACTED]

Name of recipient's employer
NA
Recipients's occupation
NA

Amount of Expenditure
\$ 395
Date of expenditure
08/08/2022

Purpose of expenditure
Credit Card Processing Fees

Recipient's name, mailing address and ZIP code ActBlue Technical Services [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 1284 Date of expenditure 09/19/2022
Purpose of expenditure Credit Card Processing Fees		
Recipient's name, mailing address and ZIP code America Works USA [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 7045 Date of expenditure 07/25/2022
Purpose of expenditure Media Footage		
Recipient's name, mailing address and ZIP code Great American Media [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 559625 Date of expenditure 08/02/2022
Purpose of expenditure TV Media Buy		
Recipient's name, mailing address and ZIP code ActBlue Technical Services [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 1778 Date of expenditure 08/22/2022
Purpose of expenditure Credit Card Processing Fees		
Recipient's name, mailing address and ZIP code Rising Tide Interactive [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 480232 Date of expenditure 09/09/2022
Purpose of expenditure Digital Media Buy		
Recipient's name, mailing address and ZIP code Great American Media [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 1313931 Date of expenditure 08/26/2022
Purpose of expenditure TV Media Buy		
Recipient's name, mailing address and ZIP code Elias Law Group [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 5500 Date of expenditure 07/20/2022
Purpose of expenditure Legal Services		
Recipient's name, mailing address and ZIP code Sage Media Planning [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 119152 Date of expenditure 09/09/2022
Purpose of expenditure TV and Digital Media Buy		
Recipient's name, mailing address and ZIP code Rising Tide Interactive [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 399519 Date of expenditure 08/31/2022
Purpose of expenditure Digital Media Buy		
Recipient's name, mailing address and ZIP code Rising Tide Interactive [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 948 Date of expenditure 08/09/2022
Purpose of expenditure Digital Media Buy		

Recipient's name, mailing address and ZIP code Elias Law Group [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 6250 Date of expenditure 09/16/2022
Purpose of expenditure Legal Services		
Recipient's name, mailing address and ZIP code Great American Media [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 2000001 Date of expenditure 07/22/2022
Purpose of expenditure TV Media Buy		
Recipient's name, mailing address and ZIP code Elias Law Group [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 6250 Date of expenditure 08/24/2022
Purpose of expenditure Legal Services		
Recipient's name, mailing address and ZIP code Three Point Media [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 92086 Date of expenditure 08/09/2022
Purpose of expenditure TV Media Production		
Recipient's name, mailing address and ZIP code Great American Media [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 1501999 Date of expenditure 08/31/2022
Purpose of expenditure TV Media Buy		
Recipient's name, mailing address and ZIP code Sage Media Planning [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 181840 Date of expenditure 09/23/2022
Purpose of expenditure TV and Digital Media Buy		
Recipient's name, mailing address and ZIP code Great American Media [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 1499411 Date of expenditure 09/09/2022
Purpose of expenditure TV Media Buy		
Recipient's name, mailing address and ZIP code ActBlue Technical Services [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 632 Date of expenditure 08/15/2022
Purpose of expenditure Credit Card Processing Fees		
Recipient's name, mailing address and ZIP code Rising Tide Interactive [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 547439 Date of expenditure 09/30/2022
Purpose of expenditure Digital Media Buy		
Recipient's name, mailing address and ZIP code ActBlue Technical Services [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 198 Date of expenditure 07/11/2022
Purpose of expenditure Credit Card Processing Fees		

Recipient's name, mailing address and ZIP code Great American Media [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 1388292 Date of expenditure 08/05/2022
Purpose of expenditure TV Media Buy		
Recipient's name, mailing address and ZIP code Rising Tide Interactive [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 525268 Date of expenditure 08/02/2022
Purpose of expenditure Digital Media Buy		
Recipient's name, mailing address and ZIP code Great American Media [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 2154174 Date of expenditure 09/23/2022
Purpose of expenditure TV Media Buy		
Recipient's name, mailing address and ZIP code Sage Media Planning [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 181819 Date of expenditure 09/30/2022
Purpose of expenditure TV and Digital Media Buy		
Recipient's name, mailing address and ZIP code Main Street Latin Restaurant Inc. [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 1500 Date of expenditure 08/25/2022
Purpose of expenditure Refunded Contribution		
Recipient's name, mailing address and ZIP code Great American Media [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 1445642 Date of expenditure 08/11/2022
Purpose of expenditure TV Media Buy		
Recipient's name, mailing address and ZIP code ActBlue Technical Services [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 99 Date of expenditure 09/30/2022
Purpose of expenditure Credit Card Processing Fees		
Recipient's name, mailing address and ZIP code Great American Media [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 1600000 Date of expenditure 09/30/2022
Purpose of expenditure TV Media Buy		
Recipient's name, mailing address and ZIP code Sage Media Planning [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 149596 Date of expenditure 08/01/2022
Purpose of expenditure TV and Digital Media Buy		
Recipient's name, mailing address and ZIP code ActBlue Technical Services [REDACTED]	Name of recipient's employer NA Recipients's occupation NA	Amount of Expenditure \$ 296 Date of expenditure 07/18/2022
Purpose of expenditure Credit Card Processing Fees		

Recipient's name, mailing address and ZIP codeActBlue Technical Services
[REDACTED]**Name of recipient's employer**

NA

Recipients's occupation

NA

Amount of Expenditure

\$ 691

Date of expenditure

07/31/2022

Purpose of expenditure

Credit Card Processing Fees

Recipient's name, mailing address and ZIP codeActBlue Technical Services
[REDACTED]**Name of recipient's employer**

NA

Recipients's occupation

NA

Amount of Expenditure

\$ 310

Date of expenditure

09/23/2022

Purpose of expenditure

Credit Card Processing Fees

Recipient's name, mailing address and ZIP codeGreat American Media
[REDACTED]**Name of recipient's employer**

NA

Recipients's occupation

NA

Amount of Expenditure

\$ 1403564

Date of expenditure

08/19/2022

Purpose of expenditure

TV Media Buy

December 23, 2022

Michigan Department of State
Bureau of Elections
Richard H. Austin Building
430 W. Allegan Street
Lansing, MI 48918

VIA E-MAIL: boeregulatory@michigan.gov

Re: Scott vs. Tudor Dixon for Governor, Inc. (“Dixon”), Republican Governors Association (“RGA”), and Get Michigan Working Again (“GMWA”) (Complaint No. 2022-10-174-215, 216, 222, 224, 226, 231, 233, 237, 247, 254).

We represent Tudor Dixon for Governor, Inc. (“Dixon”) in the above-referenced complaint, which alleges that Dixon somehow illegally coordinated communications with the Republican Governors Association (“RGA”) and Get Michigan Working Again (“GMWA”) based solely on the premise that RGA is “dedicated to one primary objective: electing, re-electing, and supporting America’s Republican Governors,”¹ and as such, is required to cooperate, consult, and act in concert with Dixon. These conclusory statements are false and are based on no objective or circumstantial evidence. Therefore, we ask the Bureau to immediately dismiss this complaint as it applies to Dixon.

Because the other allegations in the Complaint do not apply to Dixon, we do not address the merits of those claims in this Response.

I. Dixon Did Not Coordinate Communications with RGA and/or GMWA.

In Michigan, a communication is considered to be “coordinated” if it (1) is made in concert or cooperation with or at the request or suggestion of a candidate, the candidate’s authorized political committee, or their agents, or a political party committee or its agents as provided by federal law; (2) is made at the direction or under the control of another person as is provided by the Michigan statute; or (3) doesn’t satisfy these conduct standards but nonetheless “constitutes quid pro quo corruption or reasonably fosters the appearance of quid pro quo

¹ Complaint at 7 (citing Republican Governors Association, *About*, <http://www.rga.org/about/>).

corruption.”² Corporations, as well as organizations that accept contributions from corporations, are prohibited from making coordinated communications with campaign committees.³

Dixon did not coordinate with RGA or GMWA on any paid communications in the State of Michigan (or anywhere else). Notably, the Complainant fails to provide even a minuscule amount of evidence to support its accusation of coordination. Rather, the Complainant hopes that the Bureau will rely solely on RGA’s purported mission of supporting Republican gubernatorial candidates to conduct a broad and costly investigation into whether RGA, GMWA, and Dixon were coordinating on every advertisement done by GMWA. Certainly if this statement is enough information to warrant an investigation by the Bureau into this complaint, the Bureau would also want to investigate Gretchen Whitmer and the Democratic Governors Association, as the Democratic Governors Association mission is to “support Democratic governors and candidates across the nation.”⁴ Instead, we ask that the Bureau dismiss the Complaint as it applies to Dixon.

II. The MCFA Does Not Warrant Investigations Based on Speculative and Conclusory Statements.

The Bureau will investigate a complaint when it determines that “there may be a reason to believe that a violation has occurred.”⁵ While the MCFA does not define “reason-to-believe,” the Bureau has looked to the Federal Election Commission’s (“the Commission”) standard in interpreting its own statute.⁶ The Commission will find reason-to-believe that a violation of the Federal Election Campaign Act (“FECA”) occurred only if a complaint sets forth sufficient specific facts, which, if proven true, would constitute a violation of [the Federal Election Campaign Act (“FECA” or “Act”), as subsequently amended].⁷ The Commission has also stated that “purely speculative claims, especially when accompanied by a direct refutation, do not form an adequate basis to find a reason to believe that a violation of the FECA has occurred.”⁸

While we recognize that the “reason-to-believe” standard is a lower standard than, for example, finding an individual guilty of a crime, “reason-to-believe” is not a rubber stamp.⁹ Complaints based on mere speculation or conclusory statements—like the complaint here—are

² Interpretative Statement of the Michigan Department of State (Berke) (July 10, 2013) (citing *Michigan Chamber of Commerce v Land*, 725 F Supp 2d 665, 700 (WD MI, 2010)).

³ *Id.*

⁴ Democratic Governors Association, About Us, (last accessed December 7, 2022). DGA goes even further by stating that they are the “only organization dedicated to electing Democratic governors and candidates.” The DGA even admits to participating at all levels of campaigns, “from providing resources to fund operations to helping articulate and deliver their messages.” What we have provided in this footnote about the DGA is more evidentiary support for a coordination allegation than what the Complainant provided.

⁵ MCL 169.215(10).

⁶ Letter from Phillip T. Frangos, Director, Michigan Department of State, Office of Hearings and Legislation, to David A. Lambert (Oct. 31, 1984), at page 3.

⁷ Statement of Reasons of Comm’rs Mason, Sandstrom, Smith, and Thomas at 1, MUR 4960 (Clinton) at 1-2, (Dec. 21, 2000)

⁸ First General Counsel’s Report at 5, MUR 5467 (Michael Moore)

⁹ Statement of Reasons by Vice Chairman Allen Dickerson and Commission James “Trey” Trainor III at 3, MURs 7427, 7497, 7524, 7553, 7560, 7621, 7654, 7660 and 7558 (NRA, *et. al*).

not, and have never been, the basis for an investigation at the Commission.¹⁰ To find “reason to believe” against a Respondent, a complaint still must provide facts that, if proven true, would constitute a violation of the law. Despite the Complainant’s assertions that the Bureau is not bound by “rigid courtroom rules on evidence,” the complaint still has to provide actual evidence that a violation of the MCFA occurred. The Complaint failed to do so here. As such, even under the lowest evidentiary standards, the Complaint fails to meet the threshold for warranting an investigation by the Bureau.¹¹

III. Conclusion

We hope that the response provides the Bureau with the clarity it needs to dismiss this Complaint as applied to Dixon. Should you have any questions or concerns regarding this Response, please contact me at cspies@dickinson-wright.com.

Respectfully submitted,



Charlie Spies
Katie Reynolds
Counsel to Tudor Dixon for Governor, Inc.

¹⁰ *Id.*; see also Statement of Reasons of Comm’rs Mason, Sandstrom, Smith, and Thomas at 1, MUR 4960 (Clinton) at 1-2, (Dec. 21, 2000) (“The Commission may find ‘reason to believe’ only if a complaint sets forth *sufficient specific facts*, which, if proven true, would constitute a violation of [the Federal Election Campaign Act (“FECA” or “Act”), as subsequently amended].”); First General Counsel’s Report at 5, MUR 5467 (Michael Moore) (“[p]urely speculative charges, especially when accompanied by a direct refutation, do not form an adequate basis to find a reason to believe that a violation of the FECA has occurred.”).

¹¹ It is worth noting that Complaints that have presented circumstantial evidence have been dismissed by the FEC. See, e.g., MUR 5732 (Matt Brown for U.S. Senate), Statement of Reasons of Vice Chairman David G. Mason (May 10, 2007) (noting that “[t]he Commission has rejected investigating allegations of earmarking unsupported by evidence or where only weak circumstantial evidence existed...suspicious timing alone, without any indication in the record that contributors directed, controlled, or took action to earmark their contributions, was insufficient to find reason to believe a violation occurred...”).

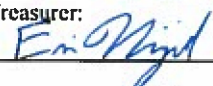
Index of Exhibits

Exhibit	Document
1	GMWA Statement of Organization
2	Canligil Affidavit
3	Official Depository Account Agreement
4	GMWA's Bank Account Statements (2021)
5	GMWA's Bank Account Statements (2022)
6	Exemplar GMWA Wire Transfer Record
7	Statement of Reasons of Comm'rs Mason, Sandstrom, Smith, and Thomas, MUR 4960 (Clinton) (Dec. 21, 2000)
8	Statement of Reasons of Vice Chair Allen Dickerson and Commissioners Sean J. Cooksey and James E. "Trey" Trainor, III, MUR 7753 (Oct. 8, 2021)
9	Statement of Reasons of Vice Chair Allen Dickerson and Commissioners Sean J. Cooksey and James E. "Trey" Trainor, III, MUR 7501 (June 28, 2021) (Nelson)
10	Statement of Reasons of Chairman Darryl R. Wold and Commissioners David M. Mason, and Scott E. Thomas, MUR 4850 (July 20, 2000) (Deloitte & Touche, LLP, et al.)
11	Put Michigan First Form 8871 (2021)
12	Put Michigan First Form 8872 (2021)

EXHIBIT 1

**STATEMENT OF ORGANIZATION FORM FOR INDEPENDENT AND POLITICAL COMMITTEES (PACS), AND
INDEPENDENT EXPENDITURE COMMITTEES (SUPER PACS)**

Print, sign, and mail a copy of this Statement of Organization to the Bureau of Elections to complete this request. All information disclosed on this form will be available to the public.

Committee ID:	Type of Filing: original	Date Submitted: 03/11/2021	Date Committee Formed: 03/11/2021
Committee Type and Sponsor. Ind. Exp. Super PAC N			
Full Name of Committee (must include Candidate's first and last name) GET MICHIGAN WORKING AGAIN			
Acronym Or Abreviation			
<input checked="" type="checkbox"/> Out of State Committee Treasurer Irrevocable Written Stipulation.			
Primary Email Contact Treasurer ECANLIGIL@RGA.ORG			
Committee Street Address - No PO Boxes 1747 PENNSYLVANIA AVENUE NW SUITE 250 WASHINGTON DC 20006		Committee Mailing Address - May be PO Box 1747 PENNSYLVANIA AVENUE NW SUITE 250 WASHINGTON DC 20006 2026624140 ECANLIGIL@RGA.ORG	
Treasurer Full Name CANLIGIL ERIM			
Treasurer Business Address DC		Treasurer Mail Address 1747 PENNSYLVANIA AVENUE NW SUITE 250 WASHINGTON DC 20006 2026624928 ECANLIGIL@RGA.ORG	
Designated Record Keeper Full Name		Designated Record Keeper Address DC	
Official Depository CHAIN BRIDGE BANK NA 1445-A LAUGHLIN AVE MCLEAN VA 22101		Secondary Depository	
<input checked="" type="checkbox"/> Electronic Filing			
Reporting Waiver <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
Verification: I/We certify that all reasonable diligence was used in the preparation of the above statement and that the contents are true, accurate and complete to the best of my/our knowledge or belief. If filing electronically, we further agree that the signatures below shall serve as the signatures that verify the accuracy and completeness of each statement filed electronically by the committee. I/We certify that all reasonable diligence will be used in the preparation of each statement electronically filed by this committee and that the contents of each statement will be true, accurate and complete to the best of my/our knowledge or belief. (Sign Name and Date)			
Treasurer: 	Date: 3/11/2021	Designated Record Keeper	Date:

Please email, fax, mail, or hand deliver a signed copy of the Statement of Organization using one of the following methods:
 Email: Disclosure@Michigan.gov
 Fax: 517-373-0941

First Class, Certified, Registered and Priority Mail:
 Michigan Department of State
 Bureau of Elections
 P.O. Box 20126
 Lansing, MI 48901-0726

Hand Delivered and Overnight Delivery Service:
 Bureau of Elections
 430 West Allegan Street
 1st Floor, Richard H. Austin Building
 Lansing, MI 48918