

**BURNETT FOR COLORADO**

September 22, 2023

**VIA EMAIL ONLY**

Federal Election Commission  
Attn: General Counsel's Office  
Office of Complaints Examination  
Washington, D.C. 20463  
[cela@fec.gov](mailto:cela@fec.gov)

***Re: FEC Complaint MUR 8153***

Dear Office of Complaints:

I am responding to the above referenced complaint filed against the campaign Burnett for Colorado (C00833145), of which I am the treasurer.

The Complaint was filed by Westley Crouch asserting that he provided my campaign a "gift" in excess of \$20,000 because of a refusal to pay for services he rendered to my former campaign. It is correct that the campaign had retained and then terminated Mr. Crouch's services.

However, at the moment that he informed the campaign of his excessive billing that was far beyond what the campaign could pay, the candidate notified him and terminated any further services. As a result of the termination of his services, there was a dispute between the campaign and the vendor as to what was owed, Mr. Crouch agreed to accept a payment in full of \$700 for services previously rendered. Please see Exhibit A, an email from Mr. Crouch dated May 25, 2023, stating: "Attached is an official signed letter stating that we are square on back pay for \$700." He concludes, "I will send a request on Zelle and if you agree to this, please send the money." The second page of Exhibit A is his signed letter setting forth, "this letter to serve as a settlement for all back pay owed to me...." Mr. Crouch was paid the agreed upon \$700.

Subsequent to this agreed upon resolution of payment for services, Mr. Crouch sent an email to me on June 21, 2023 in which Mr. Crouch asserted that he was still owed \$13,400. In his Complaint, Mr. Crouch asserts "they refused any correspondence and threatened me with a lawyer and litigation." However, the campaign did correspond, with an attorney, but without any threats of litigation.

An attorney, Clark Davidson, reached out to Mr. Crouch on the campaign's behalf, making inquiry as to the prior settlement, and that there was now confusion with this additional demand. At no time did the lawyer on the campaign's behalf "threaten litigation" as asserted by Mr. Crouch (who asserted that he himself had his own attorney). The lawyer assisting the campaign simply set forth that there was a different interpretation of the situation and that my campaign understood the payment to him resolved any and all outstanding claims for payment for services: not a gift or campaign contribution. In response, it was Mr. Crouch who threatened via email on July 4, 2023 to file this complaint if the campaign did not now agree to pay him the prior excessive charges by him that had been previously resolved. (See Exhibit B for email string between Mr. Crouch and Mr. Davidson.)

Additionally, his assertion that the campaign "promised to hire him back" is also not true. There was no agreement in his email or letter of resolution stating that the campaign promised to hire him back.

Lastly, there was a dispute over the value of his services provided, including his contract and the language: thus, the settlement with him for services (not a gift or contribution to my former campaign). The campaign continue to dispute the amounts set forth in his Complaint filed here.

If I can be of any further assistance or you need any additional documentation from me to resolve this matter, please do not hesitate to let me know.


Thank you again for your time and attention to this matter, and I look forward to hearing back from you at your earliest convenience.

Very Truly Yours,

*Blair Schuman*

Blair Schuman

Burnett for Colorado, Treasurer

**From:** Westley Crouch westley@unitedwesternvoices.com   
**Subject:** Pay Settlement and Elimination of Back Pay  
**Date:** May 25, 2023 at 12:44 PM  
**To:** Debby Burnett



Hey Debby,

Attached is an official signed letter stating that we are square on back pay for \$700. This way you do not have to worry about paying me anything else and can focus solely on raising money to continue this fight and get on the ballot. I am always available for any advice needed, free of charge or to volunteer my services until which time we could reactivate my contract, starting from scratch. I will send a request on Zelle and if you agree to this, please send the money.

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Thank you!

**Westley J Crouch**  
**Political Consultant**  
**United Western Voices LLC**  
**Mobile:**  
**Work: 970-987-7038**  
[westley@unitedwesternvoices.com](mailto:westley@unitedwesternvoices.com)

*"Knowledge will forever govern ignorance; a people who mean to be their own governors must arm themselves with the power which knowledge gives."*

-- James Madison, 1882

PDF.Debby  
Settle...Pay.pdf  
27 KB

To: Dr. Debby Burnett  
From: Westley J Crouch  
Concerning: Pay Settlement Following Termination

Debby,

I understand the need to focus on keeping money in the bank to progress your campaign. I fully support your campaign and am willing to allow this letter to serve as a settlement for all back pay owed to me for \$700.00 on 05/25/2023. You winning this election is more important than paying me and doing this will not only relieve any stress you have towards my pay but free up any future funds to be used as needed to get on the ballot in 2024. If you choose to have me back on the campaign - which I would very much like - when you have appropriate money in the bank, we would resume my contract as normal, starting from scratch with zero back pay owed, only resuming my normal salary on the date reinstated. If you agree, I will send a request for \$700.00 on Zelle to be paid. This letter serves as an official declaration of settlement for past funds accrued, bringing the money owed to be for past services to \$0.00.

Thank you,

Westley J Crouch



**From:** [Clark Davidson](#)  
**To:** [Westley Crouch](#)  
**Subject:** Re: Debby Burnett  
**Date:** Tuesday, July 4, 2023 6:13:56 PM

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You didn't make a campaign contribution, you had an agreement for services and resolved an outstanding payment issue.

I'm out of the office today for the holiday, but your interpretation of the situation is very different from ours.

Sent from my iPhone

On Jul 4, 2023, at 9:21 AM, Westley Crouch  
<[westley@unitedwesternvoices.com](mailto:westley@unitedwesternvoices.com)> wrote:

Hey Clark,

Debby's campaign has 60 days since my letter was received on 5/25 to issue a refund for the excessive amount or else I will have to report this to the FEC. I have to report all my campaign contributions and cannot have an outstanding, illegal contribution that is unresolved. You said you received my email from Debby which has the amounts owed, paid, and outstanding per the contract. Please feel free to double-check my math. There was a payment of \$1856 for text messages, which does not go towards my salary, and the contract required 30 days' notice for cancellation. Please let me know if you have any other questions.

On Wed, Jun 28, 2023 at 11:05 AM Westley Crouch  
<[westley@unitedwesternvoices.com](mailto:westley@unitedwesternvoices.com)> wrote:

The point that I was trying to make to Debby was that forgiving all of my pay constitutes an illegal campaign donation/gift because it exceeds the limit and it needs to be documented and reported in a different way. That means she still might still owe me some pay but can keep a certain amount withheld that falls within the guidelines. I was not a volunteer. I was trying to make things legal by working with Debby on this but she is impossible to talk to at the moment.

On Wed, Jun 28, 2023 at 10:00 AM Clark Davidson <[clark@davidson.com](mailto:clark@davidson.com)>  
wrote:

Correct me if I'm wrong, please: but, your last communication involved additional payment beyond the \$700 agreement you had with her?

Thanks,

Clark

***Clark Davidson***

*Fax:* 970-457-5498

P.O. Box 775144

729 Oak Street

Steamboat Springs, CO 80477

[www.davidsontax.com](http://www.davidsontax.com)

<image001.jpg>

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**From:** Westley Crouch <[westley@unitedwesternvoices.com](mailto:westley@unitedwesternvoices.com)>

**Sent:** Tuesday, June 27, 2023 3:34 PM

**To:** Clark Davidson <[clark@davidsontax.com](mailto:clark@davidsontax.com)>

**Subject:** Re: Debby Burnett

I was talking to my lawyer about starting a 527. That was it. I told Debby to read the damn thing again before she jumps to conclusions. Thanks.

On Tue, Jun 27, 2023 at 1:12 PM Clark Davidson <[clark@davidsontax.com](mailto:clark@davidsontax.com)> wrote:

That's fine, your email I was forwarded mentioned your lawyer already. I'm not trying to get anyone worked up over this, just looking to understand the situation so we can find a resolution that works. Thanks

Sent from my iPhone

On Jun 27, 2023, at 9:45 AM, Westley Crouch  
<[westley@unitedwesternvoices.com](mailto:westley@unitedwesternvoices.com)> wrote:

Ill have my lawyer reach out to you since this is the route  
Debby is choosing to go.

On Tue, Jun 27, 2023 at 8:49 AM Clark Davidson  
<[clark@davidsontax.com](mailto:clark@davidsontax.com)> wrote:

Westley,

I am a lawyer who has been helping Debby Burnett out with  
an issue that came up on her campaign.

Yesterday, I learned there is an issue with an outstanding  
invoice for past services.

My current, and brief, understanding is that there was no  
donation, but a compromise reached on pay for services.

Now, it appears that is not correct and you are concerned  
about donations to her campaign through the services you  
provided.

Can you please get me up to speed, and please direct all your  
correspondence on this matter to me: not to Debby.

Thanks,

Clark

*Clark Davidson*

*Fax: 970-457-5498*

P.O. Box 775144

729 Oak Street

Steamboat Springs, CO 80477

[www.davidsontax.com](http://www.davidsontax.com)

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