



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

**SENSITIVE**

April 2, 2018

**MEMORANDUM**

TO: The Commission

FROM: Erin Chlopak *EC*  
Acting Associate General Counsel  
Policy Division

Lorenzo Holloway *LH*  
Assistant General Counsel  
for Compliance Advice

Joshua Blume *JB*  
Attorney

SUBJECT: Debt Settlement Plan #17-05 - Friends of Jonathan McConnell  
(C00603324)

**I. FRIENDS OF JONATHAN MCCONNELL SEEKS COMMISSION APPROVAL OF DEBT SETTLEMENT PLAN AND PERMISSION TO CEASE REPORTING ONE DISPUTED DEBT**

Friends of Jonathan McConnell (the "Committee") has submitted a debt settlement plan ("DSP" or "plan") for the Commission's approval. The Committee owes a total amount of \$70,173.52 to seven creditors. *See* Attachment 1, at 2. The Committee proposes settlements with five of the seven creditors that would entail their forgiveness of all of the Committee's outstanding debt that is owed to those creditors. The Office of General Counsel has reviewed the plan and recommends that the Commission approve it.

The Committee also requests that the Commission determine that the Committee is no longer required to report a disputed debt in the amount of \$7,132.29 owed to Red Clay Communications. We recommend that the Commission deny this request at this time.

## II. THE COMMISSION SHOULD APPROVE THE DEBT SETTLEMENT PLAN BECAUSE IT WOULD NOT RESULT IN EXCESSIVE OR PROHIBITED CONTRIBUTIONS

The Office of General Counsel recommends that the Commission approve the Committee's debt settlement plan. The plan is summarized in the following chart, which identifies the five creditors listed in Part II of the plan, itemizes the amounts owed, the amounts proposed to be paid, the amounts proposed to be forgiven and the percentage of the amounts proposed to be forgiven:

<b>Creditor</b>	<b>Amount Owed</b>	<b>Amount to be Paid</b>	<b>Amount to be Forgiven</b>	<b>Percentage to be Forgiven</b>
Gober Hilgers, PLLC	\$5,350.00	0	\$5,350.00	100%
Carr, Riggs & Ingram, LLC	\$5,200.00	0	\$5,200.00	100%
Red Square Agency	\$18,373.75	0	\$18,373.75	100%
The J Harris Company, LLC	\$23,040.00	0	\$23,040.00	100%
Stratigos Dynamics	\$5,761.00	0	\$5,761.00	100%
<b>Totals</b>	<b>\$57,724.75</b>	<b>\$0</b>	<b>\$57,724.75</b>	<b>100%</b>

### A. The Gober Hilgers Debt Is Not A Contribution Because It Is Exempt

We believe that the debt owed to Gober Hilgers,<sup>1</sup> for legal services, is exempt from the definition of a contribution.<sup>2</sup> The Committee indicated that the legal services in question were furnished solely for the purpose of facilitating the Committee's compliance with the Federal Election Campaign Act ("Act").<sup>3</sup>

Commission regulations do not count as a contribution the provision of employer-compensated legal and accounting services for the sole purpose of ensuring a committee's

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<sup>1</sup> Since the time that the services were performed and the submission of the DSP, the firm Gober Hilgers has divided into two entities, one of which, the Gober Group, retained the campaign finance aspect of the practice.

<sup>2</sup> The candidate obtained and forwarded to us a copy of the Committee's agreement with Gober Hilgers. *See* Attachment 2.

<sup>3</sup> The Candidate also opined that the services of a second creditor, Carr, Riggs & Ingram, LLC, fell into this category, however a copy of the engagement agreement with the firm indicates that the firm also provided income tax preparation-related services in addition to having regularly prepared Federal Election Commission filings. *See* Attachment 2.

compliance with the terms of the Act. 11 C.F.R. § 100.86.<sup>4</sup> The Committee states that its debts owed to Gober Hilgers were for such purposes. Accordingly, those services would not have been considered contributions to the committee even when originally provided, and they are not considered contributions in evaluating the Committee's debt settlement.

**B. Carr, Riggs & Ingram, Red Square Agency, J. Harris Company, and Stratigos Dynamics Debts Are Not Contributions Under Factors Examined For Debt Settlement Plans**

The remaining debts that the Committee settled for this debt settlement plan are not automatically exempt from the definition of contribution, and therefore must be analyzed under the six factors the Commission considers in reviewing debt settlement plans: (1) information provided by the Committee and its creditors; (2) the amount of each debt that remains unpaid and the length of time each debt has been overdue; (3) the amount and percentage of each debt that would be forgiven under the plan; (4) the total amount of debts and obligations owed by the terminating committee to all creditors, compared to the total amount of cash on hand and other amounts available to pay those debts and obligations; (5) the year-to-date expenditures and receipts of the terminating committee; and (6) whether the total percentage that was or will be repaid on any loans made by the candidate to the terminating committee is comparable to the total percentage that was or will be paid to other creditors. 11 C.F.R. § 116.7(f)(1)-(6).

With respect to the first factor, the Committee must submit information that supports its DSP. 11 C.F.R. § 116.7(f)(1); *see also* 11 C.F.R. § 116.7(e) (listing required information). The supporting information must include information about the origination and satisfaction of the debt. This includes information about: 1) the terms of the initial extension of credit, 2) the candidate's or the committee's efforts to satisfy the debts, and 3) the creditor's use of remedies to satisfy the debt. 11 C.F.R. § 116.7(e)(1)(i)-(iii).

Here, the Committee has submitted the required information. Its plan sets forth the nature of the debts the Committee seeks to settle and, in a supplemental communication, the Committee described the terms of the initial extensions of credit for one of the remaining four creditors.<sup>5</sup> According to the Committee's disclosure reports, all four of the debts were incurred between mid-February and late-March 2016. The debt to Carr, Riggs & Ingram was incurred for the provision of certain accounting services, including the administration of the Committee's payroll, the preparation and filing of disclosure reports with the Commission, and the preparation and filing of tax returns and certain other financial statements with the Internal Revenue Service when necessary. The debt to Red Square Agency was incurred for the preparation of campaign materials and the design and development of the Committee's website. The J Harris Company served as the Committee's campaign consultant. *See* Attachment 1. Finally, Stratigos Dynamics

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<sup>4</sup> *See, e.g.*, Advisory Opinions 2012-16 (King, Pierce Attwood LLP), 2006-22 (Wallace), and 1980-137 (Richardson).

<sup>5</sup> The plan itself does not state the terms of the initial extension of credit for any of the five creditors. The candidate submitted a copies of the Committee's agreements with Carr, Riggs & Ingram and Red Square Agency. *See* Attachment 2.

made telephone calls and undertook a get-out-the-vote campaign on the Committee's behalf. Bills for services rendered by Carr, Riggs & Ingram were delivered monthly and were payable upon their presentation to the Committee. Attachment 2. Similarly, the Red Square Agency's bills were due upon their receipt.<sup>6</sup> See Attachment 2. The Candidate states he has no knowledge of the terms of payment applied by the other creditors, as those terms were either not memorialized in written agreements, or, in the alternative, if they were memorialized, he was not given copies of the contracts. See Attachment 1.

The DSP also describes the efforts the Committee made to satisfy the debt. The Committee attempted to raise funds by making over 100 telephone calls to donors, however, these requests for assistance were not successful. See Attachment 1. 11 C.F.R. § 116.7(e)(1)(ii).

The candidate describes the efforts made by certain creditors to collect the debts. See Attachment 3. Carr, Riggs & Ingram stated in a telephone conversation with this office that it attempted to collect the debt<sup>7</sup> through conversations with the Committee. The J Harris Company states that it attempted to collect the debt, Attachment 4, and the Committee confirmed that J Harris in fact made oral requests for payment. Attachment 5. Stratigos Dynamics called the Committee, but it understood that the Committee no longer had funds. Attachment 3. Red Square Agency attempted to collect the debt by making telephone calls and sending e-mails. See Attachment 2, at 2. 11 C.F.R. § 116.7(e)(1)(iii).

A debt settlement plan must also include information about the terms of the settlement and a comparison of those terms to the terms of any settlements that the creditor has entered into with other nonpolitical debtors. 11 C.F.R. § 116.7(e)(1)(iv). Here, the creditors signed the creditor sections of the DSP, and each affirmed that the efforts they made to collect the debts were similar to their collection efforts against nonpolitical debtors. Attachment 1. They also each affirmed that the terms of their settlements were comparable to the terms of their settlements with other nonpolitical debtors. *Id.*

With respect to the second factor — the amount of debt that remains unpaid and the length of time that the debt has remained overdue — the Committee's DSP discloses that all four debts were first incurred in February or March 2016, and have thus been extant for a period of approximately two years. The Committee's disclosure reports also indicate that it originally had

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<sup>6</sup> The contract itself does not include provisions regarding due dates of payments. However, an invoice included with the contract lists a number of services provided during the month of October 2015, recites fees for each of these services, and indicates that sum of these charges is "due upon receipt". Since the bill is dated on October 31, 2015, we are inferring that the total October charge was intended to be due upon the receipt of the statement of charges for the month, and that this was true of the due dates of charges for Red Square Agency's services generally.

<sup>7</sup> Carr, Riggs & Ingram has continued to provide a single service to the Committee for free since approximately January 2017: its partner, Chad Mason Singletary has continued to act as the Committee's treasurer and is continuing to file quarterly disclosure reports on the Committee's behalf until the Committee is permitted to terminate its reporting obligations. Because Mr. Singletary is volunteering this service, the provision of the service has not added to the amount of the debt that the Committee proposes to settle in the DSP. Also, because it is an accounting service provided solely to help the Committee comply with its reporting obligation under the Act, the value of the service is not a contribution. 11 C.F.R. § 100.86

incurred larger debt amounts with all four creditors, and made prior payments that reduced the outstanding balances on those debts to the levels reflected in the DSP. 11 C.F.R. § 116.7(f)(2). For example, the Committee paid \$9,000 of an original debt of \$14,200 to Carr, Riggs and Ingram. The Committee paid \$16,000 of an original debt of \$34,373.75 to Red Square Agency. Similarly, the Committee paid \$6,000 of its \$11,761 debt to Stratigos Dynamics and \$4,000 of its \$27,040 debt to The J Harris Company.<sup>8</sup> Thus, although the DSP proposes complete debt forgiveness of the current outstanding debt amounts by all four creditors, the Committee has made previous payments. We believe that this is a consideration militating in favor of approval of the DSP.

As to the third factor — the amount and percentage of each debt that would be forgiven under the plan — the relevant information is summarized in the chart above. 11 C.F.R. § 116.7(f)(3). Although the DSP contemplates complete forgiveness of debt by all three creditors, we do not believe that this precludes the Commission from approving the DSP. The Commission's debt settlement regulations do not require that a terminating committee pay a specific settlement amount, and the Commission has previously approved debt settlement plans in which committees proposed 100% debt forgiveness for creditors. *See* Jim Gilmore for President, DSP #10-01 (Commission approved the terminating committee's proposed settlements with its different creditors in percentage amounts ranging from 53% to 100% of the debt); David Davis Victory Fund, DSP # 16-01 (Commission approved the terminating committee's proposed settlements with its three creditors in percentage amounts of 99.8% and 100%).

Under the fourth factor, the Commission compares the Committee's total debts and obligations with its total cash on hand and other amounts available to pay those debts and obligation. Here, the DSP shows that the total amount of debts subsumed in the plan (\$57,724.75) exceeds the Committee's available cash on hand, which is \$0 as of December 31, 2017, according to the Committee's most recently filed disclosure report,<sup>9</sup> and the Committee has no remaining assets to liquidate. 11 C.F.R. § 116.7(f)(4).

With respect to factor five — the Committee's year-to-date expenditures and receipts, the Committee's disclosure reports indicate that it had no receipts and made no disbursements in the year 2017.<sup>10</sup> 11 C.F.R. § 116.7(f)(5).

Lastly, the sixth factor, which compares the total percentage that was or will be repaid on any *loans made by the candidate* to the terminating committee to the total percentage that was or will be paid to other creditors — is not implicated by this DSP, because the candidate is not currently a creditor. 11 C.F.R. § 116.7(f)(6).

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<sup>8</sup> *See* [Friends of Jonathan McConnell, Termination Report, FEC Form 3, at 23, 25, 28 \(Apr. 5, 2017\)](#).

<sup>9</sup> *See* [Friends of Jonathan McConnell, Year-End Report, FEC Form 3, at 5 \(Jan. 18, 2018\)](#).

<sup>10</sup> In its final year-end report, the Committee reports election cycle to date receipts and disbursements of approximately \$940,600 each. However, each of the Committee's 2017 quarterly reports discloses no receipts and no disbursements during the period subsumed by the report.

Given our analysis of the debts under the applicable five factors, we do not believe that the creation or the settlement of these debts result in contributions to the Committee. 11 C.F.R. § 116.7(f); *see* Debts, 55 Fed. Reg. 26378 (Jun. 27, 1990). We, therefore, recommend that the Commission approve the debt settlement plan.

### **III. THE COMMISSION SHOULD DENY THE COMMITTEE’S REQUEST TO CEASE REPORTING ITS DEBT TO RED CLAY COMMUNICATIONS AT THIS TIME**

The Committee presents two arguments in support of its request that the Commission determine that it is no longer required to report the debt to Red Clay Communications. First, the Committee contends that it was not required to report this debt to Red Clay Communications in the first instance because the Committee has disputed it.<sup>11</sup> Second, the Committee requests that, if the Committee was required to report the disputed debt, the Commission determine that the Committee is no longer required to report the debt owed to Red Clay Communications. The Committee purports to rely on Advisory Opinion 1999-38 (Calvert) to support this argument.

We conclude that the Committee was required to report the disputed debt owed to Red Clay Communications. The obligation to report a disputed debt depends upon whether the creditor provided something of value to the political committee. 11 C.F.R. § 116.10(a). The Committee, however, contends that it did not receive the service that Red Clay Communications alleges it performed. To address this issue, we contacted Red Clay Communications, to obtain its perspective regarding the Committee’s allegation. *See* 11 C.F.R. § 116.7(e)(7). Red Clay Communications claims that it disseminated mass e-mails on the Committee’s behalf, and either rented an e-mail list directly to the Committee or furnished the Committee with data from that list. Further, Red Clay Communications states that the Committee would have been aware of the distribution of the e-mails, and thus the receipt of this service, because the Committee composed the text to be used in the e-mails. Finally, Red Clay Communications submitted a contract and has asserted that the “open rate” information that the Committee has alleged it unsuccessfully sought from the vendor was available at all times to the Committee through a shared Google platform to which both Red Clay Communications and the Committee had continuous access.<sup>12</sup> This information indicates that Red Clay Communications provided something of value to the Committee. 11 C.F.R. § 116.10(a). Therefore, the Committee was required to report this debt as a disputed debt.<sup>13</sup>

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<sup>11</sup> In its most recently filed report, the Committee indicates that Red Clay Communications has forgiven this debt. *See* [Friends of Jonathan McConnell, Year-End Report, FEC Form 3, at 9 \(Jan. 18, 2018\)](#). In a subsequent conversation with our office, the Candidate stated that this was a reporting error.

<sup>12</sup> Because of technical difficulties and protections on the document, we are unable to attach both the contract and a document containing open rate information drawn from the shared Google platform that the Committee sent to us electronically. However, both of these documents, as well as invoices and a chart detailing outstanding bills due from the Committee that Red Clay Communications also submitted, are available for review upon request.

<sup>13</sup> Because the testimony and documentation provided by Red Clay Communications appear to conflict with the Committee’s allegation, the Committee should have an opportunity to challenge this information. Therefore, in our letter to the Committee informing it of the Commission’s determination, we propose to inform the Committee

We believe that the Committee should continue to report the debt. First, the Commission based its decision in Advisory Opinion 1999-38 (Calvert) on the fact that the statute of limitations had run on any collection action to recover the debt. In this case, however, the Committee has informed us that the applicable state statute of limitations — that of Alabama — has not yet expired.<sup>14</sup>

Second, in Advisory Opinion 1999-38 (Calvert), the requesting committee indicated that the three creditors were not actively pursuing the debts. More specifically, the requestor had not received any communications from one creditor for several years; that a second creditor had not contested the requestor's contentions or pressed any claim for the disputed amount, and, in fact, appeared to have gone out of business; and that a third creditor had dropped its claim. Advisory Opinion 1999-38 (Calvert). Here, the Committee reports having received a communication from Red Clay Communications.<sup>15</sup> Consequently, we recommend that the Commission at this time deny the Committee's request to cease reporting this debt.

#### IV. RECOMMENDATIONS

1. Approve the debt settlement plan filed by Friends of Jonathan McConnell;
2. Deny the Committee's request to cease reporting debt to Red Clay Communications at this time;
3. Approve the appropriate letter; and
4. Close the file.

#### Attachments:

1. Debt Settlement Plan of Friends of Jonathan McConnell (Sept. 13, 2017) and Memorandum from Patricia C. Orrock to Lisa J. Stevenson, Referral of Friends of Jonathan McConnell – Debt Settlement Plan (Oct. 13, 2017).

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that it will have the opportunity to challenge Red Clay Communications' information, should it wish to pursue its assertion as a separate request.

<sup>14</sup> In a telephone conversation with our office conducted on December 18, 2017, the candidate opined that what he considered the applicable statute of limitations period under Alabama law, two years, had not yet expired, although he did not specify when he believed the two years began to run. We note that the Committee has been reporting the debt to Red Clay Communications, and reported that it first incurred the debt between February 11, 2016 and March 31, 2016. See [Friends of Jonathan McConnell, April Quarterly Report, FEC Form 3, at 88 \(Apr. 18, 2016\)](#). Consequently, it is unclear whether the Candidate would consider the statute of limitations to which he was alluding to have expired at this time. However, even if the candidate has selected the correct Alabama statute of limitations period to apply and is applying it correctly (there are multiple potentially applicable limitations periods under Alabama law depending upon the facts), Red Clay Communications is a Georgia corporation, raising a further potential conflict of laws issue. In our notification letter to the Committee, we intend to invite the Committee to allege the expiration of a statute of limitations, if it believes this is the case, and to expound upon its legal and factual basis for doing so.

<sup>15</sup> The Committee reports having last received a communication from Red Clay Communications 18 months ago.

2. E-Mail from Jonathan McConnell, dated Oct. 24, 2017, with attachment.
3. E-Mail from Jonathan McConnell, dated Oct. 27, 2017.
4. E-Mail from Jonathan McConnell, dated Feb. 5, 2018, with attachment.
5. E-Mail from Jonathan McConnell, dated Feb. 5, 2018.



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

October 13, 2017

**MEMORANDUM**

TO: Lisa J. Stevenson  
Acting General Counsel

Lorenzo Holloway  
Assistant General Counsel for Compliance Advice

THROUGH: Alec Palmer  
Staff Director

FROM: Patricia C. Orrock *PCO*  
Chief Compliance Officer

Debbie Chacona *NYA for DC*  
Assistant Staff Director  
Reports Analysis Division

BY: *KR* Kristin Roser/Chris Ritchie *CR*  
Reports Analysis Division

SUBJECT: Referral of Friends of Jonathan McConnell – Debt Settlement Plan

Attached is a debt settlement plan (DSP) filed by Friends of Jonathan McConnell (C00603324) on September 8, 2017.

The amount of non-candidate debt owed by the Committee, as disclosed in the July Quarterly report, filed on July 7, 2017, is \$70,173.52. According to the 2017-2018 *RAD Review and Referral Procedures (Standard 19)*, all DSPs seeking to settle debts greater than [REDACTED] require further examination by your office.

All the information provided by the Committee within the DSP has been reviewed. If you have any questions regarding this referral, please contact Chris Ritchie at 694-1146.

Attachments

O-Index (2017-2018)															
Cmte. ID: C00603324 Cmte. Name: FRIENDS OF JONATHAN MCCONNELL															
Treasurer Name: JONATHAN MCCONNELL Address: 812 DOWNTOWER BLVD SUITE A, MOBILE, AL 36609															
Cmte. Type: S (SENATE) Cmte. Designation: P (PRINCIPAL CAMPAIGN COMMITTEE OF A CANDIDATE) Filing Frequency: QUARTERLY FILER															
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MS-C			5/14/2017	2	201705140300086500				-	-	-	-	-	-	-
MS-E			7/2/2017	1	201707020300087695				-	-	-	-	-	-	-
MS-B			9/18/2017	1	201709180300092893				-	-	-	-	-	-	-
MS-C			9/22/2017	2	201709250300174672				-	-	-	-	-	-	-
MS-C			9/24/2017	2	201709240300093080				-	-	-	-	-	-	-
MS-T			10/9/2017	7	201710100300175998				-	-	-	-	-	-	-
F3	Q1	A	3/31/2017	15	201704050200085884	1/1/2017	3/31/2017		\$0	\$0	\$0	\$0	\$70,173	-	\$70,173
F3	Q2	N	7/7/2017	15	201707120200164783	4/1/2017	6/30/2017		\$0	\$0	\$0	\$0	\$70,173	-	\$70,173
F8		N	5/2/2017	11	201705050200147614				-	-	-	-	-	-	-
F8		N	9/8/2017	12	201709130200263044				-	-	-	-	-	-	-
<b>Totals</b>										<b>\$0</b>	<b>\$0</b>				

O-Index (2015-2016)															
Cmte. ID: C00603324 Cmte. Name: FRIENDS OF JONATHAN MCCONNELL															
Treasurer Name: JONATHAN MCCONNELL Address: 812 DOWNTOWER BLVD SUITE A, MOBILE, AL 36609															
Cmte. Type: S (SENATE) Cmte. Designation: P (PRINCIPAL CAMPAIGN COMMITTEE OF A CANDIDATE) Filing Frequency: QUARTERLY FILER															
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MS-T			2/11/2016	7	201602160200071137				-	-	-	-	-	-	-
MS-B			11/13/2016	1	201611130300068233				-	-	-	-	-	-	-
MS-E			11/24/2016	1	201611240300069061				-	-	-	-	-	-	-
RQ1		N	2/4/2016	2	201602040300010402			2/4/2016	-	-	-	-	-	-	-
RQ2	TER	N	2/1/2017	3	201702010300076692	10/1/2016	12/31/2016	2/1/2017	-	-	-	-	-	-	-
F3	YE	N	1/28/2016	114	201602020200039147	10/25/2015	12/31/2015		\$0	\$586,516	\$293,431	\$293,084	-	\$36,483	\$36,483
F3	12P	N	2/16/2016	125	201602190200072715	1/1/2016	2/10/2016		\$293,084	\$179,881	\$380,850	\$92,115	-	\$39,256	\$39,256
F3	Q1	N	4/13/2016	93	201604190200136294	2/11/2016	3/31/2016		\$92,115	\$171,164	\$263,047	\$232	\$114,173	\$76,448	\$190,621
F3	Q2	N	7/5/2016	20	201607110200214927	4/1/2016	6/30/2016		\$232	\$3,010	\$3,114	\$127	\$111,173	\$76,448	\$187,621
F3	Q3	N	10/4/2016	17	201610070200399424	7/1/2016	9/30/2016		\$127	\$0	\$112	\$15	\$111,173	\$76,448	\$187,621
F3	TER	N	1/18/2017	32	201701230200017041	10/1/2016	12/31/2016		\$15	\$47,463	\$47,479	\$0	\$0	\$0	\$0
F3	TER	A	3/31/2017	35	201704050200085899	10/1/2016	12/31/2016		\$15	\$47,463	\$47,479	\$0	\$70,173	\$0	\$70,173
F6		N	2/12/2016	3	201602120200071076				-	-	-	-	-	-	-
F1		A	2/8/2016	7	201602110200071062				-	-	-	-	-	-	-
F6		N	2/19/2016	4	201602190200072223				-	-	-	-	-	-	-
F6		N	2/22/2016	3	201602220200074953				-	-	-	-	-	-	-
F2		N	11/5/2015	4	201511090200312981				-	-	-	-	-	-	-
F1		N	1/8/2016	7	201601110200000276				-	-	-	-	-	-	-
F6		N	2/18/2016	3	201602180200071440				-	-	-	-	-	-	-
F6		N	2/17/2016	4	201602170200071236				-	-	-	-	-	-	-
F6		N	2/15/2016	3	201602160200071108				-	-	-	-	-	-	-
F6		N	2/26/2016	3	201602260200075442				-	-	-	-	-	-	-
F8		N	10/31/2016	11	201611030200655856				-	-	-	-	-	-	-
<b>Totals</b>										<b>\$988,034</b>	<b>\$988,033</b>				

O-Index (2013-2014)

Cmte. ID: C00603324 Cmte. Name: FRIENDS OF JONATHAN MCCONNELL															
Treasurer Name: JONATHAN MCCONNELL Address: 812 DOWNTOWER BLVD SUITE A, MOBILE, AL 36609															
Cmte. Type: S (SENATE) Cmte. Designation: P (PRINCIPAL CAMPAIGN COMMITTEE OF A CANDIDATE) Filing Frequency: QUARTERLY FILER															
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No records were found for this cycle.

Friends of Jonathan McConnell  
812 Downtowner Blvd Suite A  
Mobile, AL 36609  
Identification Number: C00603324

RECEIVED  
SECRETARY OF THE SENATE  
PUBLIC RECORDS  
17 SEP 13 PM 12:26

08 September, 2017

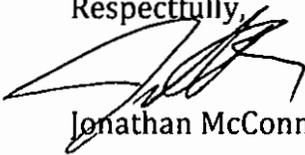
Secretary of the Senate  
Office of Public Records  
232 Hart Senate Office Building  
Washington, DC 20510-7116

Dear Secretary of the Senate,

Please find attached my Debt Settlement Plan for the Committee Friends of Jonathan McConnell. Please note the change of address to 812 Downtowner Blvd Suite A, Mobile, AL 36609. In addition, please note that Jonathan McConnell has taken over as treasurer of the committee.

If there are any questions, please contact me at 334-524-6763.

Respectfully,



Jonathan McConnell

Attachments

Debt Settlement Plan

201709130200263044

# DEBT SETTLEMENT PLAN

RECEIVED  
SECRETARY OF THE SENATE  
PUBLIC RECORDS

17 SEP 13 PM 12:26

NAME OF COMMITTEE <i>Friends of Jonathan McConnell</i>	
ADDRESS <i>812 Downtowner Blvd Ste A</i>	
CITY, STATE AND ZIP CODE <i>Mobile, AL 36609</i>	FEC I.D. NUMBER <i>C00603324</i>

**PART I — COMMITTEE SUMMARY INFORMATION**

1. CASH ON HAND AS OF <i>9/8/2017</i>	<i>\$0</i>	6. TOTAL AMOUNT OF DEBTS OWED BY THE COMMITTEE	<i>\$70,173.52</i>
2. TOTAL ASSETS TO BE LIQUIDATED	<i>\$0</i>	7. TOTAL NUMBER OF CREDITORS OWED	<i>7</i>
3. TOTAL (ADD 1 AND 2)	<i>\$0</i>	8. NUMBER OF CREDITORS IN PART II OF THIS PLAN	<i>5</i>
4. YEAR TO DATE RECEIPTS	<i>\$0</i>	9. TOTAL AMOUNT OF DEBTS OWED TO THE CREDITORS IN PART II OF THIS PLAN	<i>\$57,724.75</i>
5. YEAR TO DATE DISBURSEMENTS	<i>\$0</i>	10. TOTAL AMOUNT TO BE PAID TO CREDITORS IN PART II OF THIS PLAN	<i>0</i>

11. IS THE COMMITTEE TERMINATING ITS ACTIVITIES?

YES  NO IF YES, WHEN DOES THE COMMITTEE EXPECT TO FILE A TERMINATION REPORT? IF NO, COMMITTEE IS NOT ELIGIBLE TO FILE A DEBT SETTLEMENT PLAN (SEE INSTRUCTIONS).  
*As soon as approval of debt settlement plan is obtained.*

12. IF THIS IS AN AUTHORIZED COMMITTEE, DOES THE CANDIDATE HAVE OTHER AUTHORIZED COMMITTEES?

YES  NO IF YES, LIST BELOW.

13. DOES THE COMMITTEE HAVE SUFFICIENT FUNDS TO PAY THE TOTAL AMOUNT INDICATED IN THIS PLAN?

YES  NO IF NO, WHAT STEPS WILL BE TAKEN TO OBTAIN THE FUNDS?

14. HAS THE COMMITTEE FILED PREVIOUS DEBT SETTLEMENT PLANS?

YES  NO *the committee filed a debt settlement plan with the FEC. Received by the FEC on Nov 16, 2016. The Committee did not respond to FEC inquiry in time therefore the debt settlement plan was rejected.*

15. AFTER DISPOSING OF ALL THE COMMITTEE'S DEBTS AND OBLIGATIONS, WILL THERE BE ANY RESIDUAL FUNDS?

YES  NO IF YES, HOW WILL THE FUNDS BE DISBURSED?

I certify, to the best of my knowledge, that the information contained in this Debt Settlement Plan is true, correct and complete.

SIGNATURE OF TREASURER OF COMMITTEE *[Signature]*

DATE  
*9/5/2017*

**FEC FORM 8**  
(Revised 1/2001)

201709130200263043

# DEBT SETTLEMENT PLAN

PART 8

NAME OF COMMITTEE FRIENDS OF JONATHAN MOONKELL	FEC ID NUMBER C00503264	PAGE 2	OF 8
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### CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR  CARR, RIDGES & DUGRAH, LLC (CRI) 7550 HALEYDEN BLVD SUITE 300 MONTGOMERY, AL 36117	DATE OCCURRED  VARIOUS	AMOUNT OWED TO CREDITOR  \$5,200.00	AMOUNT OFFERED IN SETTLEMENT  \$0.00
--	------------------------------	---	--

**TYPE OF CREDITOR:**

- INCORPORATED COMMERCIAL VENDOR   
  UNINCORPORATED COMMERCIAL VENDOR   
  CARDHOLDER   
  COMMITTEE EMPLOYEE   
  OTHER INDIVIDUAL

**A. TERMS OF THE ORIGINAL EXTENSION OF CREDIT AND NATURE OF THE DEBT**

TRADE RECEIVABLE EXTENDED UNDER NORMAL COURSE OF BUSINESS OPERATIONS. CRI served as the CPA and treasurer for the committee.

**B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT**

CREDITOR HAS AGREED TO ACCEPT THE AMOUNT OFFERED IN SETTLEMENT AS STATED ABOVE

**C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT**

CONVASCATIONS WITH THE COMMITTEE UNDER NORMAL COURSE OF BUSINESS OPERATIONS. Committee attempted to fundraise and make calls. All efforts to raise money have been exhausted. There are no new committee assets.

### CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

**D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?**

YES     NO    IF NO, PLEASE EXPLAIN

**E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?**

YES     NO    IF NO, PLEASE EXPLAIN

*As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).*

SIGNATURE OF CREDITOR OR REPRESENTATIVE



DATE  
5/2/17

FELAN001.PDF

201709130200263045  
201705050200147615

# DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE FRIENDS OF JONATHAN MCCONNELL	FEC ID. NUMBER C00603324	PAGE 3	OF 8
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## CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR  RED SQUARE AGENCY 54 SAINT EMANUEL STREET MOBILE, AL 36682	DATE INCURRED	AMOUNT OWED TO CREDITOR	AMOUNT OFFERED IN SETTLEMENT
	TYPE OF CREDITOR:	VARIOUS	\$19,375.75

- INCORPORATED COMMERCIAL VENDOR     UNINCORPORATED COMMERCIAL VENDOR     CANDIDATE     COMMITTEE EMPLOYEE     OTHER INDIVIDUAL

### A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

TRADE RECEIVABLE EXTENDED UNDER NORMAL COURSE OF BUSINESS OPERATIONS *Red Square designed campaign materials and created committee website.*

### B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

CREDITOR HAS AGREED TO ACCEPT THE AMOUNT OFFERED IN SETTLEMENT AS STATED ABOVE

### C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

COMMUNICATIONS WITH THE COMMITTEE UNDER NORMAL COURSE OF BUSINESS OPERATIONS *Committee attempted to fundraise and made payments on previous debt to creditor. All efforts to raise money have been exhausted.*

## CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

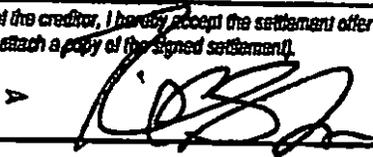
YES     NO    IF NO, PLEASE EXPLAIN

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

YES     NO    IF NO, PLEASE EXPLAIN

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF CREDITOR OR REPRESENTATIVE



DATE

4/26/17

201709130200263047  
201705050200147617

# DEBT SETTLEMENT PLAN

PART D

NAME OF COMMITTEE FRIENDS OF JONATHAN MCCONNELL	FEC ID. NUMBER C00503324	PAGE 4	OF 8
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### CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR BY PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR GOBER HILGERS, PLLC P.O. BOX 341018 AUSTIN, TX 78734	DATE INCURRED	AMOUNT OWED TO CREDITOR	AMOUNT OFFERED IN SETTLEMENT
TYPE OF CREDITOR:	VARIOUS	\$5,350.00	\$0.00

- INCORPORATED COMMERCIAL VENDOR  
  UNINCORPORATED COMMERCIAL VENDOR  
  CANDIDATE  
  COMMITTEE EMPLOYEE  
  OTHER INDIVIDUAL

#### A. TERMS OF THE ORIGINAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

TRADE RECEIVABLE EXTENDED UNDER NORMAL COURSE OF BUSINESS OPERATIONS. *Gober Hilgers served as the committee's attorney. Amount outstanding is for time billed that committee did not pay for.*

#### B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

CREDITOR HAS AGREED TO ACCEPT THE AMOUNT OFFERED IN SETTLEMENT AS STATED ABOVE

#### C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

COMMUNICATIONS WITH THE COMMITTEE UNDER NORMAL COURSE OF BUSINESS OPERATIONS. *Committee attempted to fundraise and make phone calls. There are no more committee assets. All efforts to raise money have been exhausted.*

### CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

- YES    NO   IF NO, PLEASE EXPLAIN

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

- YES    NO   IF NO, PLEASE EXPLAIN

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF CREDITOR OR REPRESENTATIVE

*[Handwritten Signature]*

DATE  
4/26/17

201709130200263048  
201705050200147616

# DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE FRIENDS OF JONATHAN MCCONNELL	FEC ID. NUMBER C00603324	PAGE 5	OF 8
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## CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR  THE J HARRIS COMPANY, LLC 1301 SOUTHWEST BLVD JEFFERSON CITY, MO 65109	DATE INCURRED	AMOUNT OWED TO CREDITOR	AMOUNT OFFERED IN SETTLEMENT
	VARIOUS	\$23,040.00	\$0.00

TYPE OF CREDITOR:

- INCORPORATED COMMERCIAL VENDOR     UNINCORPORATED COMMERCIAL VENDOR     CANDIDATE     COMMITTEE EMPLOYEE     OTHER INDIVIDUAL

### A. TERMS OF THE ORIGINAL EXTENSION OF CREDIT AND NATURE OF THE DEBT

TRADE RECEIVABLE EXTENDED UNDER NORMAL COURSE OF BUSINESS OPERATIONS. *The J Harris Company LLC served as campaign consultant and general consultant.*

### B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT

CREDITOR HAS AGREED TO ACCEPT THE AMOUNT OFFERED IN SETTLEMENT AS STATED ABOVE

### C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT

COMMUNICATIONS WITH THE COMMITTEE UNDER NORMAL COURSE OF BUSINESS OPERATIONS. *Campaign committee has tried to fundraise & make phone calls. All committee assets have been liquidated. There are no more assets to pay this debt.*

## CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?

- YES     NO    IF NO, PLEASE EXPLAIN

E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?

- YES     NO    IF NO, PLEASE EXPLAIN

As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).

SIGNATURE OF CREDITOR OR REPRESENTATIVE

DATE

4/25/17

201709130200263049  
201705050200147619

# DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE FRIENDS OF JONATHAN MCCORNELL	FEC ID. NUMBER C00503324	PAGE 6	OF 8
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### CREDITOR SUMMARY INFORMATION (FILL OUT FOR EACH CREDITOR IN PLAN)

FULL NAME AND MAILING ADDRESS OF CREDITOR STRATIGOS DYNAMICS 1744 SOUTH TALLWOOD DRIVE LAKE CHARLES, LA 70605	DATE INCURRED	AMOUNT OWED TO CREDITOR	AMOUNT OFFERED IN SETTLEMENT
TYPE OF CREDITOR:	VARIOUS	\$5,761.00	\$0.00

INCORPORATED COMMERCIAL VENDOR   
  UNINCORPORATED COMMERCIAL VENDOR   
  CANDIDATE   
  COMMITTEE EMPLOYEE   
  OTHER INDIVIDUAL

**A. TERMS OF THE ORIGINAL EXTENSION OF CREDIT AND NATURE OF THE DEBT**

TRADE RECEIVABLE EXTENDED UNDER NORMAL COURSE OF BUSINESS OPERATIONS. *Creditor performed phone calls and get out the vote effort for campaign.*

**B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT**

CREDITOR HAS AGREED TO ACCEPT THE AMOUNT OFFERED IN SETTLEMENT AS STATED ABOVE

**C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT**

COMMUNICATIONS WITH THE COMMITTEE UNDER NORMAL COURSE OF BUSINESS OPERATIONS. *Committee attempted to fundraise and make phone calls. All fundraising efforts have been exhausted.*

### CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR)

**D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NON-POLITICAL DEBTORS?**

YES     NO    IF NO, PLEASE EXPLAIN

**E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NON-POLITICAL DEBTORS?**

YES     NO    IF NO, PLEASE EXPLAIN

*As a representative of the creditor, I hereby accept the settlement offer made to me by the committee and upon payment agree to consider the debt satisfied (or attach a copy of the signed settlement).*

SIGNATURE OF CREDITOR OR REPRESENTATIVE

*J. Ellis*

DATE

4/25/17

FBI/ARIZONA

201709130200263050  
201705050200147618

# DEBT SETTLEMENT PLAN

## PART III

NAME OF COMMITTEE FRIENDS OF JONATHAN MCCONNELL	FEC ID. NUMBER C006103324	PAGE 7	OF 8
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### LIST REMAINING DEBTS

A. FULL NAME, MAILING ADDRESS AND ZIP CODE OF CREDITOR	AMOUNT OWED TO CREDITOR	AMOUNT EXPECTED TO PAY/OFFER
MARY ASHLEY MILLER 3422 N STATE STREET, #1 JACKSON, MS 392016  TYPE OF CREDITOR: <input type="checkbox"/> INCORPORATED COMMERCIAL VENDOR <input type="checkbox"/> UNINCORPORATED COMMERCIAL VENDOR <input type="checkbox"/> CANDIDATE <input checked="" type="checkbox"/> COMMITTEE EMPLOYEE <input type="checkbox"/> OTHER INDIVIDUAL  IS THIS A DISPUTED DEBT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO    SEE ATTACHED STATEMENT	\$5,318.48	\$0.00
B. FULL NAME, MAILING ADDRESS AND ZIP CODE OF CREDITOR  RED CLAY COMMUNICATIONS 3333 FREDMONT ROAD NE, SUITE 2050 ATLANTA, GA 30305  TYPE OF CREDITOR: <input type="checkbox"/> INCORPORATED COMMERCIAL VENDOR <input checked="" type="checkbox"/> UNINCORPORATED COMMERCIAL VENDOR <input type="checkbox"/> CANDIDATE <input type="checkbox"/> COMMITTEE EMPLOYEE <input type="checkbox"/> OTHER INDIVIDUAL  IS THIS A DISPUTED DEBT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO    SEE ATTACHED STATEMENT	\$7,132.29	\$0.00
C. FULL NAME, MAILING ADDRESS AND ZIP CODE OF CREDITOR     TYPE OF CREDITOR: <input type="checkbox"/> INCORPORATED COMMERCIAL VENDOR <input type="checkbox"/> UNINCORPORATED COMMERCIAL VENDOR <input type="checkbox"/> CANDIDATE <input type="checkbox"/> COMMITTEE EMPLOYEE <input type="checkbox"/> OTHER INDIVIDUAL  IS THIS A DISPUTED DEBT? <input type="checkbox"/> YES <input type="checkbox"/> NO		
D. FULL NAME, MAILING ADDRESS AND ZIP CODE OF CREDITOR     TYPE OF CREDITOR: <input type="checkbox"/> INCORPORATED COMMERCIAL VENDOR <input type="checkbox"/> UNINCORPORATED COMMERCIAL VENDOR <input type="checkbox"/> CANDIDATE <input type="checkbox"/> COMMITTEE EMPLOYEE <input type="checkbox"/> OTHER INDIVIDUAL  IS THIS A DISPUTED DEBT? <input type="checkbox"/> YES <input type="checkbox"/> NO		
E. FULL NAME, MAILING ADDRESS AND ZIP CODE OF CREDITOR     TYPE OF CREDITOR: <input type="checkbox"/> INCORPORATED COMMERCIAL VENDOR <input type="checkbox"/> UNINCORPORATED COMMERCIAL VENDOR <input type="checkbox"/> CANDIDATE <input type="checkbox"/> COMMITTEE EMPLOYEE <input type="checkbox"/> OTHER INDIVIDUAL  IS THIS A DISPUTED DEBT? <input type="checkbox"/> YES <input type="checkbox"/> NO		

DOES THE COMMITTEE HAVE SUFFICIENT FUNDS TO PAY THE REMAINING AMOUNTS TO BE PAID OR OFFERED?

YES     NO    IF NO, WHAT STEPS WILL BE TAKEN TO OBTAIN THE FUNDS?

201709130200263051  
201705030200147620

Friends of Jonathan McConnell  
FEC I.D. Number – C00603324

---

**MARY ASHLEY MILLER**

Mary Ashley Miller is a former employee of the Campaign. At the time, she departed the campaign, there was a disagreement related to the total wages that were owed to her. The Campaign previously reported a liability for \$11,316.48 which represented the maximum amount of the contingent wages. Eventually, the Campaign reached an agreement with Ms. Miller for the lessor sum of \$6,000.00. Miller accepted the lessor amount and cashed the check for this lessor amount, but has not provided the Campaign with a signed copy of the Part II , Debt Settlement Plan form. The Campaign believes Miller's acceptance and cashing of the check for the lessor amount indicates she agreed with the lessor amount.

**RED CLAY COMMUNICATIONS**

Red Clay Communications alleges that they performed certain work for the Committee. The Committee requested that Red Clay provide a copy of the signed contract for the services. Red Clay has not produced one to date. Red Clay alleges the Campaign owes them \$7,132.29 for an email they sent out. The Campaign also asked them for the open rate for the \$7,132.29 email they allegedly sent out. Once again, Red Clay did not provide this information. Based on this, the Committee has denied payment of this invoice.

201709130200263052  
4



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

MS-B

September 18, 2017

JONATHAN MCCONNELL, TREASURER  
FRIENDS OF JONATHAN MCCONNELL  
812 DOWNTOWNER BLVD SUITE A  
MOBILE, AL 36609

IDENTIFICATION NUMBER: C00603324

REFERENCE: DEBT SETTLEMENT PLAN

Dear Treasurer:

We are in receipt of your debt settlement plan. The Commission is in the process of reviewing the plan to ensure that it complies with the requirements of the Federal Election Campaign Act (the Act) and Commission Regulations governing debt settlements (11 CFR Part 116).

Until you are notified by the Commission that the debt settlement plan complies with the Act and Regulations, you should continue to file all required reports and continue to report all debts including debts involved in the debt settlement plan (11 CFR § 104.11).

If you have any questions regarding this matter, please do not hesitate to contact me in our Reports Analysis Division on the toll free number (800) 424-9530 (at the prompt press 5 to reach the Reports Analysis Division). My local number is (202) 694-1146.

Sincerely,

A handwritten signature in black ink that reads "Chris Ritchie".

Christopher Ritchie  
Sr. Campaign Finance & Reviewing Analyst  
Reports Analysis Division

638



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

MS-C

September 22, 2017

JONATHAN MCCONNELL, TREASURER  
FRIENDS OF JONATHAN MCCONNELL  
812 DOWNTOWER BLVD SUITE A  
MOBILE, AL 36609

IDENTIFICATION NUMBER: C00603324

REFERENCE: DEBT SETTLEMENT PLAN, RECEIVED 9/8/2017

Dear Treasurer:

This letter is prompted by the Commission's review of your Debt Settlement Plan (DSP). In order to complete our review, the following information is needed:

- Please provide a more specific explanation of the terms of the initial extension of credit by the creditors included in Part II (i.e., specific terms of original contract, any amended contracts and/or terms, payment plans, etc.).
- Please provide a more specific explanation of the efforts made by the committee to pay the debts included in Part II, Section B (i.e., efforts to raise funds, liquidation of committee assets, etc.).

**Unlike previous election cycles, you will not receive an additional notice from the Commission on this matter. If the information is not provided, the processing of the DSP will be discontinued.** You are reminded that until the Commission is able to complete its review, all debts including the debts involved in the DSP must be continuously reported. (11 CFR § 104.11)

Electronic filers must file amendments (to include statements, designations and reports) in an electronic format and must submit an amended report in its entirety, rather than just those portions of the report that are being amended. If you should have any questions regarding this matter or wish to verify the adequacy of your response, please contact me on our toll-free number (800) 424-9530 (at the prompt press 5 to reach the Reports Analysis Division) or my local number (202) 694-1146.

2017-09-25 09:00:17 6972

FRIENDS OF JONATHAN MCCONNELL

Page 2 of 2

Sincerely,



Christopher Ritchie  
Sr. Campaign Finance & Reviewing Analyst  
Reports Analysis Division

638

2017-09-25 09:00:00

FEC FORM 3

REPORT OF RECEIPTS AND DISBURSEMENTS For An Authorized Committee

SECRETARY OF THE SENATE

17 JUL 12 PM 12:01

Office Use Only

1. NAME OF COMMITTEE (in full) TYPE OR PRINT Example: If typing, type over the lines. 12FE4M5 FRIENDS OF JONATHAN MCCONNELL

ADDRESS (number and street) 812 DOWNTOWNER BLVD SUITE A MOBILE AL 36609 CITY STATE ZIP CODE

2. FEC IDENTIFICATION NUMBER C00603324 3. IS THIS REPORT NEW (N) OR AMENDED (A) STATE AL DISTRICT 00

4. TYPE OF REPORT (Choose One) (a) Quarterly Reports: April 15 Quarterly Report (Q1) July 15 Quarterly Report (Q2) October 15 Quarterly Report (Q3) January 31 Year-End Report (YE) Termination Report (TER) (b) 12-Day PRE-Election Report for the: Primary (12P) General (12G) Runoff (12R) Convention (12C) Special (12S) Election on MM/DD/YYYY in the State of (c) 30-Day POST-Election Report for the: General (30G) Runoff (30R) Special (30S) Election on MM/DD/YYYY in the State of

5. Covering Period MM/04/DD/01/YYYY/2017 through MM/06/DD/30/YYYY/2017

I certify that I have examined this Report and to the best of my knowledge and belief it is true, correct and complete. SINGLETARY, MASON, CHAD., Type or Print Name of Treasurer

Signature of Treasurer SINGLETARY, MASON, CHAD., Date MM/07/DD/07/YYYY/2017

NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Report to the penalties of 52 U.S.C. §30109.

Office Use Only grid and FEC FORM 3 (Revised 05/2016)

201707120200164783

**SUMMARY PAGE**  
of Receipts and Disbursements

FEC Form 3 (Revised 05/2016)

PAGE 2 / 12

Write or Type Committee Name  
**FRIENDS OF JONATHAN MCCONNELL**

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

	COLUMN A This Period	COLUMN B Election Cycle-to-Date
<b>6. Net Contributions (other than loans)</b>		
(a) Total Contributions (other than loans) (from Line 11(e))..	0.00	863893.80
(b) Total Contribution Refunds (from Line 20(d))..	0.00	155644.00
(c) Net Contributions (other than loans) (subtract Line 6(b) from Line 6(a))...	0.00	708249.80
<b>7. Net Operating Expenditures</b>		
(a) Total Operating Expenditures (from Line 17) ..	0.00	781944.02
(b) Total Offsets to Operating Expenditures (from Line 14)...	0.00	229.58
(c) Net Operating Expenditures (subtract Line 7(b) from Line 7(a))...	0.00	781714.44
<b>8. Cash on Hand at Close of Reporting Period (from Line 27)...</b>	0.00	
<b>9. Debts and Obligations Owed TO the Committee (Itemize all on Schedule C and/or Schedule D) ..</b>	0.00	
<b>10. Debts and Obligations Owed BY the Committee (Itemize all on Schedule C and/or Schedule D)...</b>	70173.52	

**For further information contact:**

Federal Election Commission  
999 E Street, NW  
Washington, DC 20463

Toll Free 800-424-9530  
Local 202-694-1100

201707120200164784

**DETAILED SUMMARY PAGE**  
of Receipts

FEC Form 3 (Revised 05/2016)

PAGE 3 / 12

Write or Type Committee Name

**FRIENDS OF JONATHAN MCCONNELL**

Report Covering the Period: From:

MM / DD / YYYY  
04 / 01 / 2017

To:

MM / DD / YYYY  
06 / 30 / 2017

I. RECEIPTS	COLUMN A Total This Period	COLUMN B Election Cycle-to-Date
11. CONTRIBUTIONS (other than loans) FROM:		
(a) Individuals/Persons Other Than Political Committees		
(i) Itemized (use Schedule A)...	0.00	540583.00
(ii) Unitemized .....	0.00	40518.77
(iii) TOTAL of contributions from individuals .	0.00	581101.77
(b) Political Party Committees...	0.00	0.00
(c) Other Political Committees (such as PACs)...	0.00	5000.00
(d) The Candidate .....	0.00	277792.03
(e) TOTAL CONTRIBUTIONS (other than loans) (add Lines 11(a)(iii), (b), (c), and (d))..	0.00	863893.80
12. TRANSFERS FROM OTHER AUTHORIZED COMMITTEES ..	0.00	0.00
13. LOANS:		
(a) Made or Guaranteed by the Candidate...	0.00	76448.47
(b) All Other Loans...	0.00	0.00
(c) TOTAL LOANS (add Lines 13(a) and (b))...	0.00	76448.47
14. OFFSETS TO OPERATING EXPENDITURES (Refunds, Rebates, etc.) ..	0.00	229.58
15. OTHER RECEIPTS (Dividends, Interest, etc.) .....	0.00	0.00
16. TOTAL RECEIPTS (add Lines 11(e), 12, 13(c), 14, and 15) (Carry Total to Line 24, page 4)...	0.00	940571.85

201707120200164785

**DETAILED SUMMARY PAGE**  
of Disbursements

II. DISBURSEMENTS	COLUMN A Total This Period	COLUMN B Election Cycle-to-Date
17. OPERATING EXPENDITURES...	0.00	781944.02
18. TRANSFERS TO OTHER AUTHORIZED COMMITTEES ..	0.00	0.00
19. LOAN REPAYMENTS:		
(a) Of Loans Made or Guaranteed by the Candidate...	0.00	0.00
(b) Of All Other Loans .....	0.00	0.00
(c) TOTAL LOAN REPAYMENTS (add Lines 19(a) and (b))...	0.00	0.00
20. REFUNDS OF CONTRIBUTIONS TO:		
(a) Individuals/Persons Other Than Political Committees...	0.00	155644.00
(b) Political Party Committees...	0.00	0.00
(c) Other Political Committees (such as PACs) ...	0.00	0.00
(d) TOTAL CONTRIBUTION REFUNDS (add Lines 20(a), (b), and (c))...	0.00	155644.00
21. OTHER DISBURSEMENTS ..	0.00	3000.00
22. TOTAL DISBURSEMENTS (add Lines 17, 18, 19(c), 20(d), and 21) ▶	0.00	940588.02

**III. CASH SUMMARY**

23. CASH ON HAND AT BEGINNING OF REPORTING PERIOD...	0.00
24. TOTAL RECEIPTS THIS PERIOD (from Line 16, page 3)...	0.00
25. SUBTOTAL (add Line 23 and Line 24)...	0.00
26. TOTAL DISBURSEMENTS THIS PERIOD (from Line 22)...	0.00
27. CASH ON HAND AT CLOSE OF REPORTING PERIOD (subtract Line 26 from Line 25)...	0.00

201707120200164786

**SCHEDULE D (FEC Form 3)**

**DEBTS AND OBLIGATIONS**

**Excluding Loans**

(Use separate schedule(s) for each numbered line)	PAGE 5 OF 12
	FOR LINE NUMBER: (check only one) <input type="checkbox"/> 9 <input checked="" type="checkbox"/> 10

NAME OF COMMITTEE (In Full)  
**FRIENDS OF JONATHAN MCCONNELL**

A. Full Name (Last, First, Middle Initial) of Debtor or Creditor <b>CARR, RIGGS &amp; INGRAM, LLC</b>			Nature of Debt (Purpose): <b>ACCOUNTING SERVICES</b>
Mailing Address <b>7550 HALCYON SUMMIT DRIVE SUITE 300</b>			
City <b>MONTGOMERY</b>	State <b>AL</b>	Zip Code <b>36117</b>	

Outstanding Balance Beginning This Period <b>5200.00</b>	Transaction ID : <b>SD10.7281</b>	
Amount Incurred This Period <b>0.00</b>	Payment This Period <b>0.00</b>	Outstanding Balance at Close of This Period <b>5200.00</b>

B. Full Name (Last, First, Middle Initial) of Debtor or Creditor <b>GOBER HILGERS PLLC</b>			Nature of Debt (Purpose): <b>LEGAL SERVICES</b>
Mailing Address <b>P.O. BOX 341016</b>			
City <b>AUSTIN</b>	State <b>TX</b>	Zip Code <b>78734</b>	

Outstanding Balance Beginning This Period <b>5350.00</b>	Transaction ID : <b>SD10.7285</b>	
Amount Incurred This Period <b>0.00</b>	Payment This Period <b>0.00</b>	Outstanding Balance at Close of This Period <b>5350.00</b>

C. Full Name (Last, First, Middle Initial) of Debtor or Creditor <b>MILLER, MARY, ASHLEY,</b>			Nature of Debt (Purpose): <b>PAYROLL</b>
Mailing Address <b>3422 N STATE STREET #1</b>			
City <b>JACKSON</b>	State <b>MS</b>	Zip Code <b>39216</b>	

Outstanding Balance Beginning This Period <b>5316.48</b>	Transaction ID : <b>SD10.7284</b>	
Amount Incurred This Period <b>0.00</b>	Payment This Period <b>0.00</b>	Outstanding Balance at Close of This Period <b>5316.48</b>

1) <b>SUBTOTALS</b> This Period This Page (optional) ...	<b>15866.48</b>
2) <b>TOTALS</b> This Period (last page this line number only) ...	
3) <b>TOTAL OUTSTANDING LOANS</b> from Schedule C (last page only)...	
4) <b>ADD 2) and 3)</b> and carry forward to appropriate line of Summary Page (last page only)	

201707120200164787

**FEC MISCELLANEOUS TEXT RELATED TO A REPORT, SCHEDULE OR ITEMIZATION**

Form/Schedule: SD10

Transaction ID : SD10.7281

(Current loan amount of 5200.00 from a balance of 5200.00 has been forgiven)(A previous settlement amount of 5200.00 has been rescinded)

Form/Schedule: SD10

Transaction ID: SD10.7285

(Current loan amount of 5350.00 from a balance of 5350.00 has been forgiven)(A previous settlement amount of 5350.00 has been rescinded)

201707120200164788

**FEC MISCELLANEOUS TEXT RELATED TO A REPORT, SCHEDULE OR ITEMIZATION**

**Form/Schedule:** SD10  
**Transaction ID :** SD10.7284

(Current loan amount of 5316.48 from a balance of 5316.48 has been forgiven)(A previous settlement amount of 5316.48 has been rescinded)

**Form/Schedule:**  
**Transaction ID:**

201707120200164789

**SCHEDULE D (FEC Form 3)**

**DEBTS AND OBLIGATIONS**

**Excluding Loans**

(Use separate schedule(s) for each numbered line)	PAGE 8 OF 12
	FOR LINE NUMBER: (check only one) <input type="checkbox"/> 9 <input checked="" type="checkbox"/> 10

NAME OF COMMITTEE (In Full)  
**FRIENDS OF JONATHAN MCCONNELL**

A. Full Name (Last, First, Middle Initial) of Debtor or Creditor <b>RED CLAY COMMUNICATIONS</b>			Nature of Debt (Purpose): <b>DATABASE SERVICES</b>
Mailing Address <b>3333 PIEDMONT ROAD NE SUITE 2050</b>			
City <b>ATLANTA</b>	State <b>GA</b>	Zip Code <b>30305</b>	

Outstanding Balance Beginning This Period <b>7132.29</b>	Transaction ID : <b>SD10.7287</b>	
Amount Incurred This Period <b>0.00</b>	Payment This Period <b>0.00</b>	Outstanding Balance at Close of This Period <b>7132.29</b>

B. Full Name (Last, First, Middle Initial) of Debtor or Creditor <b>RED SQUARE AGENCY</b>			Nature of Debt (Purpose): <b>CAMPAIGN ADVERTISING</b>
Mailing Address <b>54 SAINT EMANUEL STREET</b>			
City <b>MOBILE</b>	State <b>AL</b>	Zip Code <b>36602</b>	

Outstanding Balance Beginning This Period <b>18373.75</b>	Transaction ID : <b>SD10.7290</b>	
Amount Incurred This Period <b>0.00</b>	Payment This Period <b>0.00</b>	Outstanding Balance at Close of This Period <b>18373.75</b>

C. Full Name (Last, First, Middle Initial) of Debtor or Creditor <b>STRATIGOS DYNAMICS</b>			Nature of Debt (Purpose): <b>CAMPAIGN CONSULTING</b>
Mailing Address <b>1744 SOUTH TALLOWOOD DRIVE</b>			
City <b>LAKE CHARLES</b>	State <b>LA</b>	Zip Code <b>70605</b>	

Outstanding Balance Beginning This Period <b>5761.00</b>	Transaction ID : <b>SD10.7296</b>	
Amount Incurred This Period <b>0.00</b>	Payment This Period <b>0.00</b>	Outstanding Balance at Close of This Period <b>5761.00</b>

1) <b>SUBTOTALS</b> This Period This Page (optional) ...	<b>31267.04</b>
2) <b>TOTALS</b> This Period (last page this line number only) ...	
3) <b>TOTAL OUTSTANDING LOANS</b> from Schedule C (last page only)...	
4) <b>ADD 2) and 3)</b> and carry forward to appropriate line of Summary Page (last page only)	

201707120200164790

**FEC MISCELLANEOUS TEXT RELATED TO A REPORT, SCHEDULE OR ITEMIZATION**

Form/Schedule: SD10

Transaction ID : SD10.7287

(Current loan amount of 7132.29 from a balance of 7132.29 has been forgiven)(A previous settlement amount of 7132.29 has been rescinded)

Form/Schedule: SD10

Transaction ID: SD10.7290

(Current loan amount of 18373.75 from a balance of 18373.75 has been forgiven)(A previous settlement amount of 18373.75 has been rescinded)

201707120200164791

**FEC MISCELLANEOUS TEXT RELATED TO A REPORT, SCHEDULE OR ITEMIZATION**

Form/Schedule: SD10  
Transaction ID : SD10.7296

(Current loan amount of 5761.00 from a balance of 5761.00 has been forgiven)(A previous settlement amount of 5761.00 has been rescinded)

Form/Schedule:  
Transaction ID:

201707120200164792

**SCHEDULE D (FEC Form 3)**

**DEBTS AND OBLIGATIONS**

**Excluding Loans**

(Use separate schedule(s) for each numbered line) PAGE 11 OF 12  
 FOR LINE NUMBER: (check only one)  9  10

NAME OF COMMITTEE (In Full)  
**FRIENDS OF JONATHAN MCCONNELL**

A. Full Name (Last, First, Middle Initial) of Debtor or Creditor <b>THE J HARRIS COMPANY LLC</b>			Nature of Debt (Purpose): CAMPAIGN CONSULTING
Mailing Address 1301 SOUTHWEST BLVD			
City JEFFERSON CITY	State MO	Zip Code 65109	

Outstanding Balance Beginning This Period <input style="width: 100%;" type="text" value="23040.00"/>		Transaction ID : SD10.7283	
Amount Incurred This Period <input style="width: 100%;" type="text" value="0.00"/>	Payment This Period <input style="width: 100%;" type="text" value="0.00"/>	Outstanding Balance at Close of This Period <input style="width: 100%;" type="text" value="23040.00"/>	

B. Full Name (Last, First, Middle Initial) of Debtor or Creditor			Nature of Debt (Purpose):
Mailing Address			
City	State	Zip Code	

Outstanding Balance Beginning This Period <input style="width: 100%;" type="text"/>		Outstanding Balance at Close of This Period <input style="width: 100%;" type="text"/>	
Amount Incurred This Period <input style="width: 100%;" type="text"/>	Payment This Period <input style="width: 100%;" type="text"/>		

C. Full Name (Last, First, Middle Initial) of Debtor or Creditor			Nature of Debt (Purpose):
Mailing Address			
City	State	Zip Code	

Outstanding Balance Beginning This Period <input style="width: 100%;" type="text"/>		Outstanding Balance at Close of This Period <input style="width: 100%;" type="text"/>	
Amount Incurred This Period <input style="width: 100%;" type="text"/>	Payment This Period <input style="width: 100%;" type="text"/>		

1) <b>SUBTOTALS</b> This Period This Page (optional) ...	<input style="width: 100%;" type="text" value="23040.00"/>
2) <b>TOTALS</b> This Period (last page this line number only) ...	<input style="width: 100%;" type="text" value="70173.52"/>
3) <b>TOTAL OUTSTANDING LOANS</b> from Schedule C (last page only) ...	<input style="width: 100%;" type="text" value="0.00"/>
4) <b>ADD 2) and 3)</b> and carry forward to appropriate line of Summary Page (last page only)	<input style="width: 100%;" type="text" value="70173.52"/>

201707120200164793

**FEC MISCELLANEOUS TEXT RELATED TO A REPORT, SCHEDULE OR ITEMIZATION**

Form/Schedule: SD10

Transaction ID : SD10.7283

(Current loan amount of 23040.00 from a balance of 23040.00 has been forgiven)(A previous settlement amount of 23040.00 has been rescinded)

Form/Schedule:

Transaction ID:

201707120200164794

Jonathan McConnell, Treasurer  
Friends of Jonathan McConnell  
812 Downtowner Blvd Suite A  
Mobile, AL 36609

RECEIVED  
FEC MAIL CENTER  
2017 OCT 10 AM 10:57

08 October, 2017

Mr. Christopher Ritchie  
Sr. Campaign Finance & Reviewing Analyst  
Reports Analysis Division

Dear Mr. Ritchie,

Thank you for your Sept 22<sup>nd</sup>, 2017 letter regarding clarification on original contracts and efforts made to liquidate committee assets. I want to apologize. Our campaign went through a lot of changes in management and was run largely one a shoe-string budget. If there was ever a contract with someone, it wasn't in writing. If it was in writing, I was never given a copy of the contract—therefore terms of payments and agreements are very hard to come by. However, I have noted below what the terms were made through our conversations with the vendors.

Carr, Riggs & Ingram, LLC -

The campaign originally contracted with Carr, Riggs & Ingram, LLC to provide accounting services and to serve as the official Treasurer of the campaign. Mr. Chad Singletary, CPA was the accountant who assisted with preparation of filings for this. Mr. Singletary billed at an hourly rate. Mr. Singletary billed way more than was budgeted, due to the volume of work coming in. Therefore, when the campaign concluded there were no longer funds set aside to pay for his services. Since the campaign committee had been billed for these services, the committee felt that it must be disclosed. Mr. Singletary has been working on a voluntary basis since.

Gober Hilgers, PLLC

The campaign originally contracted with Chris Gober, Attorney to provide Legal Advice. Mr. Gober billed at an hourly rate. Mr. Gober billed way more than was budgeted, due to the volume of work coming in. Therefore, when the campaign concluded there were no longer funds set aside to pay for his services. Since the campaign committee had been billed for these services, the committee felt that it must be disclosed. Mr. Gober has been working on a voluntary basis since.

Red Square Agency

Red Square Agency was contracted to build the Committee's website and initial design work for the committees logo. There was a fixed fee that was charged on top of hourly work. The hourly work was way more than was expected. Therefore,

2017-10-10 10:57 AM

when the committee received the final bill, it was not budgeted. Payments were made to Red Square Agency. Eventually, Red Square Agency agreed to forgive down some of the amount owed.

#### Stratigos Dynamics

Stratigos Dynamics assisted with Get Out The Vote efforts and phone calls. There was no physical contract with Stratigos, however, they worked on an hourly basis. Therefore the payment as made to them in December of 2016 to settle their hourly time.

#### The J Harris Company, LLC

The J Harris Company, LLC is the company that provided the General Consultant for the Committee. The General Consultant also took a percentage of all mailers that went out and a percentage of any media/advertising that was booked. Their monthly retainer was \$10,000 per month. Because they were receiving compensation from TV commercials that were being booked, they waived the \$10,000 per month fee for a few months as well as travel costs for the GC. The \$23,040.00 represents two months of retainer and the travel expenses for the GC to travel to Alabama for a meeting. J Harris Company LLC received well over this amount in TV bookings in the final two months.

#### Mary Ashley Miller

Mary Ashley Miller is a former employee of the Campaign. When she departed the campaign, there was a disagreement related to the total wages that were owed to her. The campaign previously reported a liability for \$11,316.48, which represented the maximum amount of the contingent wages. Mary Ashley was paid a monthly fee of \$5,000 per month and then 8% of any money she raised. It was disputed the amount of money she actually brought in. Therefore, the Campaign committee eventually reached an agreement with Ms. Miller for the sum of \$6,000.00. Miller accepted that sum and cashed the check for that amount, but did not provide a signed copy of the Part II, Debt Settlement Plan form. The Campaign believes Miller's acceptance and cashing of the check for the lesser amount indicates she agreed to the lesser amount. In addition, there are materials from the campaign that Ms. Miller left with that have still not been returned.

Red Clay Communications - Amount allegedly owed \$7,132.29. Red Clay alleges they performed certain work for the Committee. The Candidate has spoken with Red Clay and requested a copy of the signed contract for the services that they supposedly rendered. Apparently, Red Clay sent out an email to several hundred thousand people and wants to be compensated \$7,132.29. The candidate found it ludicrous that an email would be worth that much. The candidate told Red Clay that they should provide a copy of a contract that stated that stated the email went out AND that there should be an open rate associated with that. At this time, Red Clay

has not provided this information. Based on this, the Committee has denied payment to Red Clay.

Friends of Jonathan McConnell Campaign Committee's efforts to fundraise and pay off debts. The campaign committee did not have any assets to liquidate in order to pay off debts. Efforts were made to fundraise via phone calls. The Candidate Committee made over 100 phone calls to donors asking if they would assist in paying off the debt. Solicitations for funds were denied.

If you have any further questions, please feel free to contact me at 334-524-6763.

Respectfully,



Jonathan McConnell  
Treasurer, Friends of Jonathan McConnell

2017-10-10 09:00:47.98888



FRIENDS OF JONATHAN MCCONNELL

Page 2 of 2

Sincerely,



Christopher Ritchie  
Sr. Campaign Finance & Reviewing Analyst  
Reports Analysis Division

638

2017-10-10 10:00 AM 001-3000

**From:** Jonathan McConnell  
**To:** [Joshua Blume](#)  
**Subject:** Response from Friends of Jonathan McConnell Campaign Committee  
**Date:** Tuesday, October 24, 2017 10:16:06 AM  
**Attachments:** [20171024\\_FEC\\_Response.pdf](#)  
[CRI\\_Signed\\_Engagement\\_Letter.pdf](#)  
[Gober\\_McConnell\\_Engagement\\_Letter\\_-\\_Executed.pdf](#)  
[RSQ\\_Contract.pdf](#)  
[RSQ\\_McConnell1.pdf](#)  
[RSQ\\_McConnell2.pdf](#)  
[RSQ\\_McConnell3.pdf](#)

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Mr. Blume,

Thanks for taking the time to speak with me over the phone yesterday. Please find attached the answer to your questions. I believe this should be all of them, but if not, please let me know. I remain available at your convenience.

Respectfully,

Jonathan McConnell

Jonathan McConnell, Treasurer  
Friends of Jonathan McConnell  
812 Downtowner Blvd Suite A  
Mobile, AL 36609

24 October, 2017

Mr. Joshua Blume  
Federal Elections Commission

Dear Mr. Blume,

Thank you for our most recent correspondence and your diligence in communicating with me regarding my attempts to close down the Campaign Committee Friends of Jonathan McConnell. I have attempted to answer each of your questions below in an orderly fashion. Please let me know if the below will suffice and if there are any gaps in the information provided.

**What were the terms of most of your contracts?**

I have attached the physical contracts that I could obtain. Carr, Riggs & Ingram, LLC employs Mr. Chad Singletary, who was our accountant and Treasurer. The Terms of payment were not stipulated in the Engagement Letter/Contract. However, I assumed the industry standard of Net 30.

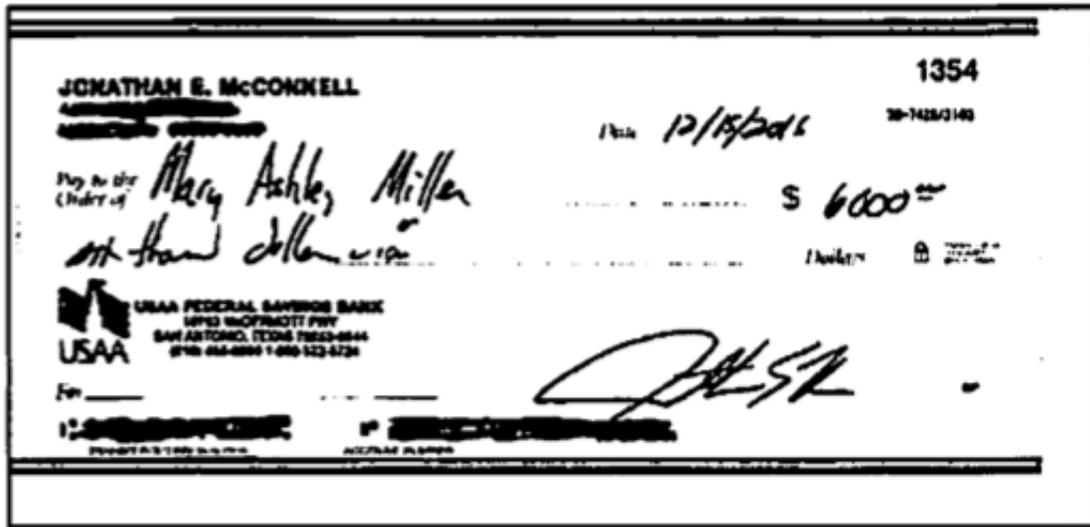
Gober Hilgers, PLLC's contract is attached. The terms outlined in that contract were NET 30. As noted, Mr. Gober ended up working more than was initially anticipated. Upon the conclusion of the election, Mr. Gober told the Campaign not to worry about any of the remaining amounts. However, the amount due was reported.

Red Square Agency's contract is attached. Red Square's terms were due upon receipt. However, they were not paid until very late in the campaign.

**What were the terms of Mary Ashley Miller's debt and departure?**

Ms. Miller was an employee of the campaign and was fired from the campaign for numerous reasons. Upon her departure from the campaign, she requested temporary access to the network so she could pull personal files. She ended up wiping her entire drive, deleting a great deal of financial information and proprietary data. In addition, she stole numerous items of value from the campaign office. All items were requested back. However, she has not complied. The campaign decided not to involve law enforcement due to the potential for bad publicity. Ms. Miller was owed \$11,316.48 upon her departure, but that was pending her giving the materials back. She never did. A good faith payment was made in December of 2016 in the amount of \$6,000 along with the settlement agreement. She was asked to sign the settlement agreement, but a statement

accompanying the \$6,000 check stated that “by cashing this \$6,000 check, Mary Ashley Miller accepts this as payment in full of any amount owed by the Committee and that she will sign and return the Debt Settlement Plan and return all stolen items from the campaign office. The check was cashed, but she did not sign the Debt Settlement Plan nor did she return any of the items. Below is a copy of the check from the bank statement.



Check: 1354

Amount: 6,000.00

*Was the effort made by the creditor to collect the debt similar to other debt collect efforts against nonpolitical debtors?*

The Campaign can't necessarily comment on whether normal efforts were made by Ms. Miller to collect on this debt. Ms. Miller has not been in contact with the campaign and she has not responded for requests to sign the Debt Settlement Agreement. Likely, she is embarrassed that she stole information and items of value and is looking to move on with her life.

*Are the terms of the debt settlement comparable to other settlements made by the creditor with other nonpolitical debtors?*

The campaign can't necessarily comment on this due the fact that Ms. Miller is 22 years old and she may not have nonpolitical debtors.

It is requested that Ms. Miller's debt be considered debt owed to a Salaried Employee under 11 CFR 116.6.

Red Clay Communications move to non-reportable

It is requested that Red Clay Communications no longer be reported since it is not a valid debt. Red Clay Communications claims that it is owed \$7,105.29. The

Campaign has requested evidence of Red Clay Communication's claim for that amount. Unfortunately, no valid response has been received by Red Clay Communications or their collections agency, Empire Collection Agency. The Campaign Committee draws similarity to this as Gangi Graphics referenced in FEC Advisory Opinion 1999-38. Red Clay Communications Debt should have never been reported as debt because it was disputed. Therefore, the Campaign Committee would like to remove it from the Debt Settlement Plan.

Should you have any questions or concerns, please contact me at 334-524-6763.

Respectfully,

A handwritten signature in black ink, appearing to read "Jonathan McConnell". The signature is written in a cursive style with a large, sweeping initial "J".

Jonathan McConnell

# gober | hilgers

October 18, 2015

**VIA ELECTRONIC MAIL**

Jonathan McConnell  
jonathan.e.mcconnell@gmail.com

**Re: Engagement Agreement**

Dear Jonathan:

Gober Hilgers PLLC (the "Firm") is pleased to be entering into a professional relationship with you ("Client") for legal services related to your potential candidacy for U.S. Senate. This is an engagement agreement ("Agreement") and its primary purpose is to be sure both parties have a clear understanding of how the attorney-client relationship will work. If you have any questions or concerns, please let us know immediately.

**Description of Client.** It is the Firm's understanding that our attorney-client relationship will be with Client, and we will be representing Client as an organization (as such, the Firm's communications with you as well as the employees and agents of Client will be covered by the attorney-client privilege). We will not be undertaking the individual representation of other persons associated or affiliated with Client, including, but not limited to, shareholders, directors, officers, or board members.

**Responsibilities of Firm and Client.** I, Chris Gober, will have primary responsibility for the services to be provided to Client by the Firm, and I will review the bills each month. The Firm will take reasonable steps to ensure Client is informed of the progress on the matter and to respond to Client inquiries. In addition, Client has a duty to communicate honestly, openly and, if necessary to the matter, regularly with the Firm, especially with regard to those facts pertinent to Client's representation. Client also has a duty to keep the Firm informed of its current address and telephone number.

**Fees.** The hourly billing rates of the Firm's professionals who we currently expect to be working on your behalf are as follows:

- Chris Gober: \$425.00 per hour
- Steve Hoersting: \$395.00 per hour
- Karen Blackistone: \$350.00 per hour
- Ross Fischer: \$350.00 per hour
- Shannon O'Leary: \$300.00 per hour

Other attorneys, law clerks, legal assistants, paralegals, and compliance personnel may also provide assistance. We typically review and adjust our billing rates annually. The Firm and Client each reserve the right to renegotiate the scope and/or specifics of this Agreement, including the fee schedule, at any time.

**[www.goberhilgers.com](http://www.goberhilgers.com)**

**Out-of-Pocket Disbursements.** Any out-of-pocket disbursements made by the firm on Client's behalf will be billed at actual cost. The Firm reserves the right to charge Client for copying and fax services on a per page basis, as follows: \$0.20 for black and white copies, \$1.00 for color copies, and \$1.00 per page for outgoing faxes. Please note that billing for some disbursements may be delayed several months because of delays in our own receipt of invoices; however, we will make every effort to bill such disbursements in a timely manner.

**Frequency of Billing and Terms of Payment.** The Firm normally sends bills on a monthly basis. If there are any special circumstances that require a different arrangement, please let me know right away. As you receive our bills, please do not hesitate to call if there are any questions. We are eager not only to provide outstanding services but also to be sure that the charges for those services are fair and appropriate. In the absence of a problem with a bill, or a special arrangement made in advance, we expect payment within thirty (30) days from Client's receipt of our bill. In the unlikely event of delinquency, we reserve the right to add an interest charge of 12% per annum to the bill's outstanding balance. If any bill remains unpaid for more than ninety (90) days, then the Firm reserves the right to cease performing services for Client until arrangements satisfactory to the Firm have been made for payment of any and all outstanding bills.

**Waiver of Future Conflicts.** In the event additional conflicts waivers are required, they will be executed in separate agreements that will be considered along with this Agreement to be the complete agreement of the representation between the Firm and Client.

**Dispute Resolution.** We do not anticipate having any disagreements with Client about the quality, cost or appropriateness of our services, but please notify us immediately if any concerns about these matters arise. Any dispute arising out of, or relating to, this Agreement shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules then in effect to be held in Dallas County, Texas, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. If the amount in controversy exceeds \$500,000, arbitration shall be conducted under the Procedures for Large, Complex Commercial Disputes.

**Right to Terminate Representation.** Client has the right to terminate the attorney-client relationship with the Firm at any time and for any reason. Client, however, will continue to be responsible for any accrued fees as well as fees that it continues to accrue. The Firm has the right to terminate the relationship with Client if the relationship requires termination pursuant to the rules of ethics and conduct for attorneys, and/or if Client (or third party payer for Client) becomes delinquent in payment of fees/costs due to the Firm. At Client's request, its papers and property will be returned to it promptly upon receipt of payment for outstanding fees and costs. Our own files, including lawyer work product, pertaining to Client's representation will be retained by the Firm. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or

otherwise dispose of any such documents or other materials retained by us after a reasonable time following the termination of the representation.

**Governing Law.** This Agreement will be governed and interpreted in accordance with the laws of the state of Texas.

**Disclosure of Client Identity.** While all our communications remain confidential, we wish to have the right to identify your organization as a client of the Firm.

**Acknowledgement.** Client has the right to seek independent counsel regarding the terms of this Agreement. Client acknowledges having had the opportunity to seek the advice of independent counsel if so desired. Please have the appropriate person sign both the original and enclosed copy of this letter. Then, retain the original for your files and return the signed copy to us.

Please indicate by signing below that you have read the foregoing, understand it, and give your consent to the representation on the terms and conditions set forth in this Agreement.

Sincerely,



Chris K. Gober

Understood and agreed to by:

  
Print Name of Client Representative

\_\_\_\_\_  
Title of Client Representative

  
Signature of Client Representative

  
Date



POST OFFICE BOX 2945 T 251 650 0118  
MOBILE, ALABAMA 36652 F 251 476 1582

McConnell Campaign  
1880 Oxmoor Rd.  
Homewood, AL 35209

Invoice Number: 021154-00  
Date: 10/31/2015

Attn: Emily York

---

**October Media**

Line	Vendor Name	Insertion Date	Bill Amount
Order: 029016 - MCCON - eTargetMedia Email Nov15 0001	eTargetMedia.com	11/12/2015	2,373.75

Email blast for Birmingham Event Kickoff to rented email list in Shelby and Jefferson counties.

---

**Total Due Upon Receipt: \$2,373.75**



POST OFFICE BOX 2945 T 251 650 0118  
MOBILE, ALABAMA 36652 F 251 476 1582

McConnell Campaign  
1880 Oxmoor Rd.  
Homewood, AL 35209

Invoice Number: 021369-00  
Date: 12/22/2015

Attn: Emily York

---

Job: 039512 - MCCON Campaign Logo	
Creative development of a graphic identity for the McConnell Campaign including 3 primary logos, regional logo variations, 5k running variation, campus program variation and secondary design elements and color palate. Using this identity, development of two yard signs, letterhead, series of event invitations and envelopes, 4 eblasts, email signature graphics and social media graphics.	20,000.00
Job: 039513 - MCCON Graphic Standards	5,000.00
Creative development of a comprehensive graphic standards manual for the McConnell Campaign design assets, logo variations and usage, printing specifications and colors, as well as typography.	

---

**Total Due Upon Receipt: \$25,000.00**



POST OFFICE BOX 2945 T 251 650 0118  
MOBILE, ALABAMA 36652 F 251 476 1582

McConnell Campaign  
Attn: Emily York

Date: 10/31/2015  
Invoice: 021153-00

---

**October Production**

Job: 039514-01 MCCON Campaign Website  
Interactive 17,500.00  
Design and development of Phase 1 McConnell site. Phase 1 includes the homepage, About page, Donate form, Email Sign Up form and downloadable PDF press kit.

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Job: 039514-02 MCCON Campaign Website  
Interactive 17,500.00  
Design and development of Phase 2 McConnell site. Phase 2 includes additional navigation for the Issues landing page and 9 individual pages, the Blog, the Download Design Assets form and Volunteer form.

---

Job: 39514-01 Campaign Website  
Interactive 1,500.00  
App Page for the McConnell website.

---

Job: 039517-01 MCCON Introductory Video  
Video Prod 1,500.00  
FILMING OF A FILING VIDEO FOR THE MCCONNELL CAMPAIGN. Includes crew time for filming at one location using teleprompter equipment on Monday 10/26. After filming, video was cancelled, so all editing and mastering of video is therefore cancelled as well.

---

Job: 039517-01 MCCON Introductory Video  
Video Prod 5,000.00  
CREATION OF ONE 1 1/2 MINUTE "WHEN I GROW UP" VIDEO FOR THE MCCONNELL CAMPAIGN. Includes time for creative supervision, pre and post-production, shooting Jonathan McConnell and 5-7 kids at 2 locations, logo & end card animation, plus editing & mastering.

**Partial Billing**

---

**Total Due Upon Receipt: \$43,000.00**

September 29, 2015

Jonathan McConnell  
The McConnell Campaign  
1880 Oxmoor Road, Apt 264  
Homewood, Alabama 35209

We are pleased to confirm our understanding of the services we are to provide for The McConnell Campaign for the period October 1, 2015 to December 31, 2016.

We will prepare the financial statements of The McConnell Campaign, which comprise the monthly statements of assets, liabilities, and net assets – income tax basis and the related statements of revenues and expenses – income tax basis for each month end during the period October 1, 2015 to December 31, 2016 (as applicable) perform a compilation engagement with respect to those financial statements.

### **Our Responsibilities**

The objective of our engagement is to:

- 1) Prepare financial statements in accordance with the income tax basis of accounting based on information provided by you and;
- 2) Apply accounting and financial reporting expertise to assist you in the presentation of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with the income tax basis of accounting.
- 3) We will also provide additional professional services as outlined in the attached Exhibit A.

We will conduct our engagement in accordance with the Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA and comply with other applicable professional standards, including the AICPA's *Code of Professional Conduct*, and its ethical principles of integrity, objectivity, professional competence, and due care, when performing these services.

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial statements.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrong doing within the entity or noncompliance with laws and regulations. However, we will inform the appropriate level of management of any material errors and any evidence or information that comes to our attention during the performance of our procedures that fraud may have occurred.

In addition, we will inform you of any evidence or information that comes to our attention during the performance of our compilation procedures regarding any wrongdoing within the entity or noncompliance with laws and regulations that may have occurred, unless they are clearly inconsequential. We have no responsibility to identify and communicate deficiencies or material weaknesses in your internal control as part of this engagement. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Your Responsibilities**

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to prepare financial statements in accordance with the income tax basis of accounting and provide certain other professional services. We will also assist you in the presentation of the financial statements in accordance with the income tax basis of accounting. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARS:

- 1) The selection of the income tax basis of accounting the financial reporting framework to be applied in the preparation of the financial statements.
- 2) The preparation and fair presentation of financial statements in accordance with the income tax basis of accounting.
- 3) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of the financial statements.
- 4) The prevention and detection of fraud.
- 5) To ensure that the Company complies with the laws and regulations applicable to its activities.
- 6) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement.
- 7) To provide us with:
  - Access to all information of which you are aware is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
  - Additional information that we may request from you for the purpose of the compilation engagement.

You are also responsible for all management decisions and responsibilities and for designating an individual with suitable skills, knowledge, and experience to oversee our bookkeeping services and the preparation of your financial statements. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for such services.

## **Our Report**

As part of our engagement, we will issue a report that will state that we did not audit or review the financial statements and that, accordingly, we do not express an opinion, a conclusion, nor provide any assurance on them. If, for any reason, we are unable to complete the compilation of your financial statements, we will not issue a report on such statements as a result of this engagement.

## **Tax Returns**

The law provides various penalties that may be imposed when taxpayers understate their tax liability or fail to file certain returns. If you would like information on the amount or circumstances of these penalties, please contact us.

The returns may be selected for review by the taxing authorities. In the event of an audit, you may be requested to produce documents, records, or other evidence to substantiate the items of income and deduction shown on a tax return. Any proposed adjustments by the examining agent are subject to certain rights of appeal. In the event of a tax examination, we will be available, upon request, to represent you. However, such additional services are not included in our fees for preparation of the tax returns.

Certain communications involving tax advice may be privileged and not subject to disclosure to the IRS. By disclosing the contents of those communications to anyone, or by turning over information about those communications to the government, you, your employees, or agents may be waiving this privilege. To protect this right to privileged communication, please consult with us or your attorney prior to disclosing any information about our tax advice.

Should you decide it is appropriate for us to disclose any potentially privileged communication, you agree to provide us with written, advance authority to make that disclosure.

The Internal Revenue Code and regulations impose preparation and disclosure standards with noncompliance penalties on both the preparer of a tax return and on the taxpayer. To avoid exposure to these penalties, it may be necessary in some cases to make certain disclosures to you and/or in the tax return concerning positions taken on the return that do not meet these standards. Accordingly, we will advise you if we identify such a situation, and we will discuss those tax positions that may increase the risk of exposure to penalties and any recommended disclosures before completing the preparation of the return. If we conclude that we are obligated to disclose a position and you refuse to permit disclosure, we reserve the right to withdraw from the engagement. Likewise, where we disagree about the obligation to disclose a position, you also have a right to choose another professional to prepare your return. In either event, you agree to compensate us for our services to the date of the withdrawal. Our engagement with you will terminate upon our withdrawal.

Jonathan McConnell  
The McConnell Campaign  
September 29, 2015  
Page 4

If, during our work, we discover information that affects prior-year tax returns, we will make you aware of the facts. However, we cannot be responsible for identifying all items that may affect prior-year returns. If you become aware of such information during the year, please contact us to discuss the best resolution of the issue. We will be happy to prepare appropriate amended returns as a separate engagement.

### **Dispute Resolution**

In the event of a dispute between the parties which arises out of or relates to this contract or engagement letter, the breach thereof or the services provided or to be provided hereunder, and, if the dispute cannot be settled through negotiation, the parties agree that before initiating arbitration, litigation or some other dispute resolution procedure, they will first to try in good faith to resolve the dispute through non-binding mediation. The mediation will be administered by the American Arbitration Association under its Dispute Resolution Rules for Professional Accounting and Related Services Disputes. The costs of any mediation proceedings shall be shared equally by all parties.

### **Engagement Administration, Fees, and Other**

M. Chad Singletary is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our estimate of fees for these services is included in the attached Exhibit A. The fee estimate is based on anticipated cooperation from you and/or your personnel and the assumption that unexpected circumstances will not be encountered during the work performed. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you acknowledge and agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

*Cam, Riggs & Ingram, L.L.C.*

Montgomery, Alabama

Jonathan McConnell  
The McConnell Campaign  
September 29, 2015  
Page 5

**RESPONSE:**

This letter correctly sets forth the understanding of The McConnell Campaign:

Signature:  \_\_\_\_\_

Date: 30 Sept 2015

The McConnell Campaign  
 Accounting and Compliance  
 October 1, 2015 to December 31, 2016

Description	15 Monthly	5 Quarterly	2 Annual	1 One time	Total
<b>Monthly Accounting</b>					
Payroll (6 employees), including:	\$ 300	\$ -	\$ -	\$ -	\$ 4,500
Direct deposit employee payroll					
E-file Returns (Quarterly/Annual)					
Transmit tax deposits periodically					
Monthly preparation/compilation, including:	300	-	-	-	4,500
Cash receipts					
Cash disbursements					
Bank reconciliations					
<b>Federal Election Commission Filings</b>					
Form 1 - Statement of Organization	-	-	-	200	200
Form 2 - Statement of Candidacy	-	-	-	200	200
Form 3 - Report of Receipts and Disbursements					
Quarterly	-	1,000	-	-	5,000
Pre-Election (Primary/General)	-	-	500	-	1,000
Post-Election (Primary/General)	-	-	500	-	1,000
Form 3L - Report of Contributions Bundled by Lobbyists/Registrants and Lobbyist/Registrant PACs	-	-	-	500	500
Form 6 - 48-Hour Notice of Contributions/Loans Recd	-	-	-	400	400
<b>Internal Revenue Service Filings</b>					
Form 8871 - Initial Notice	-	-	-	200	200
Form 8872 - Periodic Report	-	1,000	-	-	5,000
Form 1120POL	-	-	750	-	1,500
Form 990	-	-	1,500	-	3,000
	\$ 600	\$ 2,000	\$ 3,250	\$ 1,500	\$ 27,000

# SCOPE OF WORK



**MCCONNELL CAMPAIGN**

**PHASE 1**

**10.19.2015**



## OVERVIEW

RSQ will be partnering with McConnell Campaign to design and develop a new website presence, which will live at [jonathanmcconnell.com](http://jonathanmcconnell.com). The secondary urls, [mcconnell2016.com](http://mcconnell2016.com), [mcconnellforsenate.com](http://mcconnellforsenate.com) and [mcconnellforal.com](http://mcconnellforal.com), will all redirect to the main site. The following pages outline RSQ's role in the project and present a comprehensive plan for execution. Any deviation from these services, deliverables or assumptions constitutes an out-of-scope condition.



## COMMUNICATION

RSQ will utilize OneHub, our agency extranet, as a client gateway to review documents, make comments and track milestones. OneHub will act as the central portal for client, production team and third-party vendors. This will allow all parties to have access to project documents and stay up-to-date on project status.

Status meetings will be held regularly to ensure both parties understand their responsibilities and stay on schedule. Additional meetings will be scheduled as needed throughout the project timeline, including initial project planning and review sessions for wireframes and designs.

McConnell Campaign and RSQ will appoint main contacts for the duration of the project who will be responsible for responding to each party in a timely manner.

Communication responsibilities will include, but not be limited to, the following:

- Responding to information requests
- Ensuring involvement and cooperation of appropriate parties
- Collecting and consolidating feedback
- Providing necessary information that could impact project decisions and planning, including technical and business requirements

If team members are unavailable to attend critical meetings, an alternate team member must be arranged to speak on their behalf and provide feedback and/or make approvals.



# PROCESS

## 1 DISCOVERY & PLANNING

- Auditing existing programs and platforms
- Gathering assets
- Defining strategy and goals
- Determining feature requirements
- Choosing site technology
- Drafting site maps
- Outlining a project timeline
- Calculating costs

## 2 DESIGN

- Presenting designs
- Implementing feedback
- Confirming flow and functionality
- Designing templates and rules for design assets

## 3 DEVELOPMENT

- Constructing site technology
- Implementing CMS solution
- Preparing for SEO functionality
- Integrating analytics reporting

## 4 TESTING

- Examining site functionality and quality assurance
- Troubleshooting issues
- Preparing for deployment
- Loading content

## 5 DEPLOYMENT

- Transferring site to hosting environment
- Troubleshooting issues
- CMS training if needed



## **DISCOVERY & PLANNING**

Upon project sign-off, RSQ will work with the developer to define the technical plan for the project. At this time, McConnell Campaign should provide RSQ any IT information needed and access to any systems or services (including domain hosting and server access, if applicable) in order to gain full insight and understanding of technology requirements.

## **VISUAL DESIGN**

RSQ will establish a direction for the website with an emphasis on cleaner, contemporary design with an easier user experience. The defined look and feel will complement McConnell Campaign's brand identity and will be consistent throughout the site. RSQ is responsible for all creative direction on the project.

Final visual elements and copy/content for the project will be delivered to the developer upon client approval and before development commences. RSQ will explore visual designs for all main pages of the website. Additional views (including error messaging, if applicable) will be integrated into the approved designs during development and site build.

Two rounds of designs will be delivered for the site. The standard review period will follow this process:

- Round 1 Designs: RSQ will provide a first draft of visual designs for the website to establish the design direction, or "look and feel," to be used throughout the site. A call will be scheduled to walk through the designs and discuss issues or questions. Client Feedback is due according to the schedule. Feedback should be provided in written format via OneHub or email. Note: this is the only opportunity to provide design feedback.
- Final Designs: RSQ will implement final feedback from client, and refined visual designs will be presented for the website. Client Approval is due according to the schedule. Approval should be provided via OneHub or email.

## **CONTENT**

RSQ will write copy for the site based on information provided by McConnell Campaign. This includes an About section that will provide biographical information about Jonathan McConnell. McConnell Campaign is responsible for providing all legal text and contact information for the site.



## **DEVELOPMENT**

Development will commence immediately after Design approval. During this phase, RSQ will communicate with the developer on a regular basis in order to stay on schedule. RSQ will manage questions or issues that arise during development, and provide the developers with any resources they may need during this period.

The site will be built using the following technologies: HTML, CSS and Javascript. The site will be built on top of WordPress content management system (CMS) to allow McConnell Campaign to edit content after launch. RSQ will work with McConnell Campaign to set up a new hosting environment, and will assist in initial setup of the new environment prior to launch. We will also use additional third parties as a payment service provider and an email provider. RSQ will assist with setting up these third parties, as well.

Important: This project scope is based on the assumption that RSQ and its developers will have direct access to the hosting environment for the duration of the project. This may include, but is not limited to, VPN access, remote desktop access and FTP credentials information.



## TESTING AND DEPLOYMENT

RSQ will extensively test the website to ensure that all functionality, performance and visual elements meet the standards defined in the previous stages of the project. The project will be tested on the following browsers and devices:

DESKTOP	VERSION	OS
Chrome	The 2 versions with the most market share	Mac and PC
Firefox	The 2 versions with the most market share	Mac and PC
Safari	The 2 versions with the most market share	Mac
Internet Explorer	10+	PC
MOBILE	VERSION	BROWSER
iOS	8+	Safari
Android	5+	Chrome

Browsers listed above are the most current at the time of draft of proposal. Browser versions released during development will not be supported. Browser versions that lose support status during development will also not be supported.

Project testing and inspection are conducted by RSQ team members, and all deliverables are proofread. After that, a functional test site will be delivered to the client for review. At this time, all known issues should be reported and tested in a timely manner in order to meet designated launch date.

Upon written approval from the client, the site will be deployed. NOTE: DNS resolution and propagation can take up to 72 hours from launch depending on where the domain is registered.

Once the site has been deployed, a project completion agreement will be delivered to the client to formally acknowledge that both parties' duties, as defined in the scope of work, have been completed.



## ASSUMPTIONS

- Maintenance, support or changes outside of project timeline are not included in scope of work.
- Feedback must be in written, consolidated format.
- Any changes to designs once development stage has begun will constitute a change order to scope of work, schedule and budget.
- Any additional rounds of reviews or revisions to wireframes or designs will result in a change order to the scope of work, schedule and budget.
- A late delivery of feedback or client assets will cause a delay in schedule.
- Client agrees the site will not launch within two days before a weekend or a holiday.
- RSQ and developer will enter content prior to launch. Access to the content management system (CMS) will be provided to the McConnell Campaign following launch to manage content in the future.
- Security and technology requirements must be provided by the client upon sign-off of the project.
- RSQ is not liable for risks associated with code or software.
- RSQ is not liable for third parties or costs involved in the integration of third-party APIs or systems, including hosting and email providers.
- Client is responsible for providing any legal information or policies to be used on the site.
- RSQ and its developers will have direct access to servers.
- Support for browsers, devices or software not included in this document is not covered within the scope of this project.
- Future releases of the site are not covered within the scope of this project.



### **APIS**

RSQ is not responsible for the information utilized from third parties. RSQ and developers will work with third parties to the best of their abilities to gather any information needed for development. Interactions with third-party APIs assume that the API will not change during development and that the terms of service for the API allow the intended interaction. The development timeline assumes all APIs are available and working during the development period.

### **SUPPORT**

RSQ and the developer are available for support for a period of thirty (30) days from the date of initial launch to ensure the non-ordering pages of the site conform to the specifications set forth in the scope of work. If it is determined that any reported nonconformity was caused, directly or indirectly, by improper use or modification of the deliverable(s) by the client, this scope of work will be nullified, and RSQ and the developer shall be entitled to charge the client for time spent investigating and/or resolving the reported non-conformity at both parties' then-current hourly rate, plus reasonable and customary expenses incurred.

Additional support or maintenance after launch is not included in this scope of work, but may be available upon client request, constituting a new scope of work and contract. Likewise, any live updates made to the site by the agency after launching will constitute a new scope of work and contract.

### **TERMINATION AGREEMENT**

Client is responsible for compensating RSQ and vendors for time worked up to the date of termination at a rate of \$200 per hour.



# SITE FEATURES

## PHASE 1

Below is an overview of the site content for Phase 1. Layout will be determined during the Design stage of the project.

SECTIONS	NOTES
Landing Page	The Landing Page will introduce the site visitor to the McConnell Campaign brand.
About	The About section will include an overview of biographical information and a video about Jonathan McConnell.
Donate	The Donate section will use Stripe, a third-party payment service. Donation information fields will be determined and applied.
Email	The Email section will allow users to sign-up for McConnell Campaign specific emails and will be integrated with MailChimp, a third-party email service. Required fields to include: first name, last name & email. Optional fields to include: city of residence (drop down menu) and phone number.
Legal/Privacy Policy	The Legal/Privacy Policy section will be linked in the footer, and will open a page with minimal design so the text is easy to read. This page will contain the exact copy provided from the McConnell Campaign attorney.



# PROJECT TIMELINE

## PHASE 1

In order to meet deadlines outlined in project schedule, it is essential that all feedback and approval dates and times be met.

TASK	START	DUE
Design Round 1	Tues. 10.20 at 8:30am	Wed. 10.21 by 12:00pm
Design Round 1 Client Feedback Due	Wed. 10.21 at 12:00pm	Thurs. 10.22 by 12:00pm
Design Final Round	Thurs. 10.22 at 12:00pm	Fri. 10.23 by 12:00pm
Design Approval Due	Fri. 10.23 by EOD	Fri. 10.23 by EOD
Legal Content Due	Mon. 10.26 at 12:00pm	Mon. 10.26 at 12:00pm
Development	Mon. 10.26 at 8:30am	Wed. 10.28 by 12:00pm
QA	Wed. 10.28 at 12:00pm	Thurs. 10.29 by 12:00pm
Client QA/Feedback	Thurs. 10.29 at 12:00pm	Thurs. 10.29 by 3:00pm
Development Fixes	Thurs. 10.29 at 3:00pm	Thurs. 10.29 by EOD
Launch Approval	Fri. 10.30 at 9:00am	Fri. 10.30 at 9:00am
Launch Prep and Launch	Fri. 10.30 at 9:00am	Fri. 10.30 at 9:00am



# INVESTMENT PHASE 1

All incidental costs incurred on behalf of and approved by McConnell Campaign (travel/asset licensing/freight) will be billed at net cost. Based on the immediacy of the deadline, the fees for Phase 1 of the website will be billed upon approval of this scope document.

Total cost: \$17,500

MILESTONE	COST	PAYMENT DUE
SOW Approval	\$17,500	Immediately

*Photography and video production costs are not included and will be estimated separately upon request.*



# APPROVAL

## PHASE 1

Approval of this document includes approval of the aforementioned budget, timeline and project details. Specifically, the feature outline and overall strategy/approach is approved as is.

RSQ

Signature: *Sarah Jones*

Date: 10.19.15

Sarah Jones

President

MCCONNELL CAMPAIGN

Signature: *[Signature]*

Date: 10/29/2015

Emily York

*Joseph McLaughlin*

**From:** Jonathan McConnell  
**To:** [Joshua Blume](#)  
**Subject:** Re: Response from Friends of Jonathan McConnell Campaign Committee  
**Date:** Friday, October 27, 2017 3:18:52 PM

---

Mr. Blume,

I am well. Thanks for asking. I hope this finds you well also. I apologize for the delay in response.

(1) A description of the debt collection efforts made by each Creditor:

J. Harris Group - No effort was made by the creditor to collect the debt. J Harris Group made plenty of money off the campaign through media buys.

Stratigos Dynamics Inc. - made contact via telephone a few times. They were completely understanding of the fact that the campaign had run out of money. They accepted the \$6,000 offer for the money outstanding and said they appreciated doing business with the campaign.

Red Square Agency - Made numerous phone calls and emails following the election in an effort to collect the debt.

The Gober Group did not make an effort to collect the debt.

CRI did not make an effort to collect the debt.

(2) I had to ask the Treasurer, Chad Singletary, at the time about Item 2. Please see below his response:

Attached is the 9/30/2017 filing. The statement you emailed me about begins on PDF page 6 and continues on pages for each loan. The 12/31/2016 filing indicated the loans were forgiven based on the first debt settlement plan. The loans had to be put back on the records when that first debt settlement plan was not approved in full by the FEC. When we went into the FEC provided software and put the loans back on the records based on my phone conversation with the FEC, it auto generated this statement. It made sense to me because we recorded as forgiven and then they were put back (rescinded).

Chad

If I don't talk to you before Close of Business, I hope you have a great weekend. If you need anything at all, please feel free to call me on my cell 334-524-6763.

Respectfully,

Jonathan

On Wed, Oct 25, 2017 at 12:08 PM, Joshua Blume <[JBlume@fec.gov](mailto:JBlume@fec.gov)> wrote:

Hello again, Mr. McConnell, how are you? I am very sorry to bother you again, but I am wondering if I might request just two additional items of information that I believe we may have discussed during our first telephone conversation? If that would be OK, these are:

(1) a description of the efforts made by each of the creditors in Part II of the DSP to collect the debts; and

(2) a description of the meaning of a statement made in the Committee's most recent disclosure report about each of the outstanding debts listed in

Schedule D – "(Current loan amount of [x] from a balance of [x] has been forgiven)(A previous settlement amount of [x] has been rescinded)".

Please feel free to let me know should you have any questions or concerns, and thanks very much again for providing these materials.

Joshua Blume

Attorney, Compliance Advice

Policy Division, Office of General Counsel

Federal Election Commission

[\(202\) 694-1533](tel:(202)694-1533)

[jblume@fec.gov](mailto:jblume@fec.gov)

**From:** Jonathan McConnell [mailto:[jonathan.e.mcconnell@gmail.com](mailto:jonathan.e.mcconnell@gmail.com)]

**Sent:** Tuesday, October 24, 2017 10:16 AM

**To:** Joshua Blume <[JBlume@fec.gov](mailto:JBlume@fec.gov)>

**Subject:** Response from Friends of Jonathan McConnell Campaign Committee

Mr. Blume,

Thanks for taking the time to speak with me over the phone yesterday. Please find attached the answer to your questions. I believe this should be all of them, but if not, please let me know. I remain available at your convenience.

Respectfully,

Jonathan McConnell

**From:** Jonathan McConnell  
**To:** [Joshua Blume](#)  
**Subject:** Re: Response from Friends of Jonathan McConnell Campaign Committee  
**Date:** Monday, February 05, 2018 8:15:40 AM  
**Attachments:** [Debt Forgiveness Letter.pdf](#)

---

Dear Mr. Blume,

I hope you had a great weekend. I finally heard back from the James Harris Co. Please find attached the written statement. Please let me know if this meets the needs of your intent outlined in your previous email.

Respectfully,

Jonathan

On Wed, Jan 17, 2018 at 8:56 AM, Joshua Blume <[JBlume@fec.gov](mailto:JBlume@fec.gov)> wrote:

Hello, Mr. McConnell, how are you? Thanks very much for your kind wishes, and I hope that your New Year is going well as well.

Thanks very much also for providing this information about the J Harris company, and no apology with respect to timing is necessary, because, as I mentioned in our previous conversation, you should feel free to take as much time as you need in order to gather any requested information.

I do have some questions about the J Harris response that you have communicated to me, if that would be OK?

The J Harris company's response appears to compare its debt collection efforts with respect to the McConnell committee to its debt collection efforts with respect to other campaign committees. However, it is my recollection that in our previous conversation I had requested specific examples of the nature of the debt collection efforts J Harris has undertaken with respect to *non*-political debtors of similar size and level of debt to the Committee. I am wondering whether this accords as well with your recollection of our conversation?

If not, I would like to apologize for any inadvertent miscommunication on my part that may have culminated in a misunderstanding of my intent, and to ask whether it might be possible for you to obtain the above information from the J Harris company?

Alternatively, I am wondering whether J Harris responded in the manner that it did because it does not have any non-political clients, but only political ones? If this is the case, I would still like to request specific examples of its debt collection efforts with respect to other campaign committees of similar size and obligation to the McConnell committee from J Harris to the extent that its legal counsel feels at liberty to provide them, if I may?

Finally, in response to your question about whether we would ultimately like a written statement from the J Harris company, I believe we would like to have that, if that would be OK.

Please feel free to let me know if you have any questions or concerns, or would like further clarification, of any of the above.

Thanks very much again.

Joshua Blume

Attorney, Compliance Advice

Policy Division, Office of General Counsel

Federal Election Commission

[\(202\) 694-1533](tel:(202)694-1533)

[jblume@fec.gov](mailto:jblume@fec.gov)

**From:** Jonathan McConnell [mailto:[jonathan.e.mcconnell@gmail.com](mailto:jonathan.e.mcconnell@gmail.com)]

**Sent:** Monday, January 15, 2018 1:39 PM

**To:** Joshua Blume <[JBlume@fec.gov](mailto:JBlume@fec.gov)>

**Subject:** Re: Response from Friends of Jonathan McConnell Campaign Committee

Good day Mr. Blume,

I hope that you had a good holiday and the New Year is treating you well. I wanted to

follow up with you regarding our phone conversation before the holidays. I apologize that I was not able to get to you before now. I had trouble tracking down my contact, as he is no longer with J Harris Group. I was finally able to speak to their legal counsel and he said that Friends of Jonathan McConnell was treated no different than any other campaign committee and that the Campaign Committee's debt was in their accounts receivables. They understand that sometime they are not going to be able to collect on accounts receivables and that they eventually write them off as bad debt. He said with hundreds of candidates they deal with per year, this happens with several candidates per cycle.

Does that suffice or would you like a written statement to the above effect?

Respectfully,

Jonathan

On Mon, Oct 30, 2017 at 11:46 AM, <[jonathan.e.mcconnell@gmail.com](mailto:jonathan.e.mcconnell@gmail.com)> wrote:

Thank you, Mr Blume. Have a great week!

On Oct 30, 2017, at 11:37 AM, Joshua Blume <[JBlume@fec.gov](mailto:JBlume@fec.gov)> wrote:

Hi again, Mr. McConnell. I just wanted to thank you for supplying this additional information.

In the event that I should have additional questions, I will let you know.

Thanks again.

Joshua Blume

Attorney, Compliance Advice

Policy Division, Office of General Counsel

Federal Election Commission

[\(202\) 694-1533](tel:(202)694-1533)

[jblume@fec.gov](mailto:jblume@fec.gov)

**From:** Jonathan McConnell [<mailto:jonathan.e.mcconnell@gmail.com>]  
**Sent:** Friday, October 27, 2017 3:19 PM  
**To:** Joshua Blume <[JBlume@fec.gov](mailto:JBlume@fec.gov)>  
**Subject:** Re: Response from Friends of Jonathan McConnell Campaign Committee

Mr. Blume,

I am well. Thanks for asking. I hope this finds you well also. I apologize for the delay in response.

(1) A description of the debt collection efforts made by each Creditor:

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Chad

If I don't talk to you before Close of Business, I hope you have a great weekend. If you need anything at al, please feel free to call me on my cell [334-524-6763](tel:334-524-6763).

Respectfully,

Jonathan

On Wed, Oct 25, 2017 at 12:08 PM, Joshua Blume <[JBlume@fec.gov](mailto:JBlume@fec.gov)> wrote:

Hello again, Mr. McConnell, how are you? I am very sorry to bother you again, but I am wondering if I might request just two additional items of information that I believe we may have discussed during our first telephone conversation? If that would be OK, these are:

(1) a description of the efforts made by each of the creditors in Part II of the DSP

to collect the debts; and

(2) a description of the meaning of a statement made in the Committee's most recent disclosure report about each of the outstanding debts listed in

Schedule D – "(Current loan amount of [x] from a balance of [x] has been forgiven)(A previous settlement amount of [x] has been rescinded)".

Please feel free to let me know should you have any questions or concerns, and thanks very much again for providing these materials.

Joshua Blume

Attorney, Compliance Advice

Policy Division, Office of General Counsel

Federal Election Commission

[\(202\) 694-1533](tel:(202)694-1533)

[jblume@fec.gov](mailto:jblume@fec.gov)

**From:** Jonathan McConnell [mailto:[jonathan.e.mcconnell@gmail.com](mailto:jonathan.e.mcconnell@gmail.com)]

**Sent:** Tuesday, October 24, 2017 10:16 AM

**To:** Joshua Blume <[JBlume@fec.gov](mailto:JBlume@fec.gov)>

**Subject:** Response from Friends of Jonathan McConnell Campaign Committee

Mr. Blume,

Thanks for taking the time to speak with me over the phone yesterday. Please find attached the answer to your questions. I believe this should be all of them, but if not, please let me know. I remain available at your convenience.

Respectfully,

Jonathan McConnell



January 24, 2018

RE: Debt Forgiveness

It is The J. Harris Company's practice to collect all service and product income from all political and corporate clients. However, from time to time it is necessary to discount or "write off" uncollectable income that has been booked in our accounting system. This practice is used conservatively by our company but is necessary to clear the books of uncollectible receivables.

After reviewing the receivables from the Friends of Jonathan McConnell Committee and attempting to collect, it was determined that our policy of writing-off the amount owed to our company was necessary to move on for accounting purposes. We used every effort to collect the receivables in the same fashion we used with other campaigns and corporate clients.

I hope this clears up the matter.

Sincerely,

A handwritten signature in blue ink, appearing to be 'James Harris', is written over the typed name. The signature is stylized and cursive.

James Harris

**From:** Jonathan McConnell  
**To:** [Joshua Blume](#)  
**Subject:** Re: Response from Friends of Jonathan McConnell Campaign Committee  
**Date:** Monday, February 05, 2018 2:47:49 PM

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Good afternoon: Mr. Blume,

Thank you for the quick response. Yes, I was mistaken. In my statement of no efforts were made, I leaned more towards no action was taken to send to collections or no suit was filed in a court of law. J Harris Company did make oral requests for payment and did discontinue services to the Campaign Committee.

Does that make sense? If you would like, please feel free to call me any time on my cell- 334-524-6763.

Respectfully,

Jonathan

On Mon, Feb 5, 2018 at 9:52 AM, Joshua Blume <[JBlume@fec.gov](mailto:JBlume@fec.gov)> wrote:

Hi, Mr. McConnell, and thanks very much for your good wishes and for your efforts to obtain and send this statement from the J Harris Company. I very much appreciate it, and I hope that you had a pleasant weekend as well.

There is one question I have about the statement that I would like to ask, if that would be OK? I am wondering whether there might not be a bit of a discrepancy between a statement in Mr. Harris's letter, which seems to say that the J Harris company attempted to collect the debt from the committee (assuming that my interpretation of the letter is correct?), and your October 27 e-mail (which I believe is in the e-mail chain below) stating that "No effort was made by [J Harris] to collect the debt"? I am wondering whether you agree that there appears to be a discrepancy between these statements, and if so, how you think we might be able to resolve it?

If it turns out that the J Harris company actually did make efforts to collect the debt from the committee, I am wondering if you could let me know what efforts it made? Might it, for example, have made oral or written requests for payment, or withheld delivery of additional services pending payment of debt, or assessed additional charges or fees, or referred the debt to a collection service, or undertaken litigation? I should state that these are just illustrative examples in an FEC regulation, 11 C.F.R. 116.4(d)(3), and you should not take this list as a list of required actions, either individually or collectively. I am just wondering if it did one or more of these things, or, if not, whether it did other things to attempt to collect the debt?

Thanks very much again.

Joshua Blume

Attorney, Compliance Advice

Policy Division, Office of General Counsel

Federal Election Commission

[\(202\) 694-1533](tel:(202)694-1533)

[jblume@fec.gov](mailto:jblume@fec.gov)

**From:** Jonathan McConnell [mailto:[jonathan.e.mcconnell@gmail.com](mailto:jonathan.e.mcconnell@gmail.com)]

**Sent:** Monday, February 05, 2018 8:14 AM

**To:** Joshua Blume <[JBlume@fec.gov](mailto:JBlume@fec.gov)>

**Subject:** Re: Response from Friends of Jonathan McConnell Campaign Committee

Dear Mr. Blume,

I hope you had a great weekend. I finally heard back from the James Harris Co. Please find attached the written statement. Please let me know if this meets the needs of your intent outlined in your previous email.

Respectfully,

Jonathan

On Wed, Jan 17, 2018 at 8:56 AM, Joshua Blume <[JBlume@fec.gov](mailto:JBlume@fec.gov)> wrote:

Hello, Mr. McConnell, how are you? Thanks very much for your kind wishes, and I hope that your New Year is going well as well.

Thanks very much also for providing this information about the J Harris company, and no apology with respect to timing is necessary, because, as I mentioned in our previous conversation, you should feel free to take as much time as you need in order to gather any requested information.

I do have some questions about the J Harris response that you have communicated to me, if that would be OK?

The J Harris company's response appears to compare its debt collection efforts with respect to the McConnell committee to its debt collection efforts with respect to other campaign committees. However, it is my recollection that in our previous conversation I had requested specific examples of the nature of the debt collection efforts J Harris has undertaken with respect to *non*-political debtors of similar size and level of debt to the Committee. I am wondering whether this accords as well with your recollection of our conversation?

If not, I would like to apologize for any inadvertent miscommunication on my part that may have culminated in a misunderstanding of my intent, and to ask whether it might be possible for you to obtain the above information from the J Harris company?

Alternatively, I am wondering whether J Harris responded in the manner that it did because it does not have any non-political clients, but only political ones? If this is the case, I would still like to request specific examples of its debt collection efforts with respect to other campaign committees of similar size and obligation to the McConnell committee from J Harris to the extent that its legal counsel feels at liberty to provide them, if I may?

Finally, in response to your question about whether we would ultimately like a written statement from the J Harris company, I believe we would like to have that, if that would be OK.

Please feel free to let me know if you have any questions or concerns, or would like further clarification, of any of the above.

Thanks very much again.

Joshua Blume

Attorney, Compliance Advice

Policy Division, Office of General Counsel

Federal Election Commission

[\(202\) 694-1533](tel:(202)694-1533)

[jblume@fec.gov](mailto:jblume@fec.gov)

**From:** Jonathan McConnell [mailto:[jonathan.e.mcconnell@gmail.com](mailto:jonathan.e.mcconnell@gmail.com)]

**Sent:** Monday, January 15, 2018 1:39 PM

**To:** Joshua Blume <[JBlume@fec.gov](mailto:JBlume@fec.gov)>

**Subject:** Re: Response from Friends of Jonathan McConnell Campaign Committee

Good day Mr. Blume,

I hope that you had a good holiday and the New Year is treating you well. I wanted to follow up with you regarding our phone conversation before the holidays. I apologize that I was not able to get to you before now. I had trouble tracking down my contact, as he is no longer with J Harris Group. I was finally able to speak to their legal counsel and he said that Friends of Jonathan McConnell was treated no different than any other campaign committee and that the Campaign Committee's debt was in their accounts receivables. They understand that sometime they are not going to be able to collect on accounts receivables and that they eventually write them off as bad debt. He said with hundreds of candidates they deal with per year, this happens with several candidates per cycle.

Does that suffice or would you like a written statement to the above effect?

Respectfully,

Jonathan

On Mon, Oct 30, 2017 at 11:46 AM, <[jonathan.e.mcconnell@gmail.com](mailto:jonathan.e.mcconnell@gmail.com)> wrote:

Thank you, Mr Blume. Have a great week!

On Oct 30, 2017, at 11:37 AM, Joshua Blume <[JBlume@fec.gov](mailto:JBlume@fec.gov)> wrote:

Hi again, Mr. McConnell. I just wanted to thank you for supplying this additional information.

In the event that I should have additional questions, I will let you know.

Thanks again.

Joshua Blume

Attorney, Compliance Advice

Policy Division, Office of General Counsel

Federal Election Commission

[\(202\) 694-1533](tel:(202)694-1533)

[jblume@fec.gov](mailto:jblume@fec.gov)

**From:** Jonathan McConnell [<mailto:jonathan.e.mcconnell@gmail.com>]

**Sent:** Friday, October 27, 2017 3:19 PM

**To:** Joshua Blume <[JBlume@fec.gov](mailto:JBlume@fec.gov)>

**Subject:** Re: Response from Friends of Jonathan McConnell Campaign Committee

Mr. Blume,

I am well. Thanks for asking. I hope this finds you well also. I apologize for the delay in response.

(1) A description of the debt collection efforts made by each Creditor:

J. Harris Group - No effort was made by the creditor to collect the debt. J Harris Group made plenty of money off the campaign through media buys.

Stratigos Dynamics Inc. - made contact via telephone a few times. They were completely understanding of the fact that the campaign had run out of money. They accepted the \$6,000 offer for the money outstanding and said they appreciated doing business with the campaign.

Red Square Agency - Made numerous phone calls and emails following the election in an effort to collect the debt.

The Gober Group did not make an effort to collect the debt.

CRI did not make an effort to collect the debt.

(2) I had to ask the Treasurer, Chad Singletary, at the time about Item 2. Please see below his response:

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Jonathan

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Please feel free to let me know should you have any questions or concerns, and thanks very much again for providing these materials.

Joshua Blume

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**Subject:** Response from Friends of Jonathan McConnell Campaign Committee

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Jonathan McConnell