

JAMES BOPP, JR  
jboppjr@aol.com

**THE BOPP LAW FIRM, PC**  
ATTORNEYS AT LAW

JEFF GALLANT  
jgallant@bopplaw.com

THE NATIONAL BUILDING  
1 South Sixth Street  
TERRE HAUTE, INDIANA 47807-3510

Telephone 812/232-2434 Facsimile 812/235-3685

**Donna Rawls** Digitally signed by Donna Rawls  
Date: 2018.07.27 14:00:39 -04'00'

Indianapolis Office:

6470 Mayfield Lane  
Zionsville, IN 46077  
Telephone/Facsimile  
(317) 873-3061

July 12, 2018

Jeff S. Jordan  
Assistant General Counsel  
Complaints Examination &  
Legal Administration

**Response:** MUR 7388: Respondent Sayre Enterprises, Inc.

Dear Mr. Jordan,

This firm represents Sayre Enterprises, Inc., Scott Sayre, CEO with respect to the above-noted matter under review ("MUR"). The MUR, denominated 7388, addresses a complaint filed by Georgia Alvis-Long ("Claimant") and this letter constitutes Respondent Sayre Enterprises, Inc.'s Response. The complaint against Sayre Enterprises should be dismissed by the Commission without further action for the following reasons:

### **Introduction and Background**

The MUR concerns three claims involving Respondent Sayre Enterprises. Paragraphs 7-20 of the complaint claim that Sayre Enterprises, Inc. made an in-kind contribution to the Virginia Sixth District Republican Committee (the "Committee") by providing "use of its corporate facilities," Complaint at ¶ 12. In paragraph 17, it also alleges that space was provided "to Dunbar's campaign for planning purposes," that "appears to constitute an illegal in-kind contribution of office space to a candidate for federal office[ ]." Finally, Claimant repeats the claim addressed in MUR 7373, i.e., that Sayre Enterprises, Inc. made a contribution to Dunbar for Congress by "pa[ying Mrs. Dunbar] in excess of \$5000 . . . in 2017 for 'research and development.'" Complaint at ¶ 21. Because Sayre Enterprises, Inc. is a corporation and a federal contractor, each of these "contributions" would violate the federal corporate contribution prohibition (11 CFR 114.2(b)), and the federal contractor prohibition (11 CFR 115).

Jeff S. Jordan  
 July 12, 2018  
 Page 2

First, no violation of the corporate or federal contractor contribution prohibitions is at issue for use of the space as the Complaint claims, as none of that space is owned or operated by Sayre Enterprises, Inc. The corporate headquarters of Sayre Enterprises, Inc. is located at the Stonebridge Center, 45 Natural Bridge School Road, Natural Bridge Station, VA, and the Stonebridge Center is owned and operated by Stonebridge Properties LLC. Moreover, Dunbar for Congress neither used or occupied office space or facilities at the Stonebridge Center “for planning purposes,” Complaint at ¶ 17, or under any other circumstances that would qualify as a “contribution” under 52 U.S.C. 30101(8). Use of space at the Stonebridge Center by the Committee or by Mrs. Dunbar as a member of the Committee would fall under the “meeting room” exception of 11 C.F.R. 114.13 and use of a room by the Committee at the Stonebridge Center would not be reported as a transaction with Sayre Enterprises.<sup>1</sup>

Paragraphs 21-29 charge that Sayre Enterprises, Inc. made a “doubly source-prohibited corporate contribution” to Dunbar for Congress by virtue of “pa[yment] in excess of \$5000 by Sayre Enterprises in 2017 for ‘research and development,’” Complaint at ¶ 21 (“compensation contribution”). On June 14, 2018, this Respondent provided a response to a complaint addressed as MUR 7373 (“Johnson Complaint”). The Johnson Complaint also alleged that the payment by Sayre Enterprises, Inc. was a contribution to Dunbar for Congress that violated the federal corporate contribution prohibition and federal contribution amount limitations. In response to the Johnson Complaint, Respondent provided evidence that no contribution was made because the payments were in fact compensation from bona fide employment genuinely independent of the candidacy, compensation that was exclusively made in consideration for services provided and that did not exceed the amount paid to any other similarly qualified person for the same work. *See* 11 C.F.R. 113.1(g)(6)(iii); FEC Advisory Opinion 2013-03 (Bilbray-Kohn). Because the funds were not contributions, they did not violate federal source limitations. Complaint at ¶¶ 26, 29.

**I. Sayre Enterprises Retained Educational Ventures to Perform Bona Fide Work in Support of an Initiative Recommended by Accounting, Legal, and Financial Advisors.**

The payments made by Sayre Enterprises to Cynthia Dunbar as Educational Ventures, LLC were not contributions and therefore (1) were neither prohibited by 11 C.F.R. 114.2(b), Complaint at ¶ 26, 29; nor (2) prohibited by 11 C.F.R. 115.2, *id.* Instead, they were bona fide compensation for work by Educational Ventures, LLC in support of an initiative recommended by Sayre’s financial advisor, accountant, and tax attorney.

---

<sup>1</sup>The Respondent here, Sayre Enterprises, does not own or operate the facilities giving rise to the alleged in-kind contribution violations stemming from use of the Stonebridge Center. Those claims are therefore more properly addressed by other Respondents.

Jeff S. Jordan  
 July 12, 2018  
 Page 3

The Commission has well-developed rules for distinguishing bona fide compensation from contributions:

Payments of “compensation” to a candidate “shall be considered contributions” from the payor to the candidate unless:

- (A) The compensation results from bona fide employment that is genuinely independent of the candidacy;
- (B) The compensation is exclusively in consideration of services provided by the employee as part of this employment; and
- (C) The compensation does not exceed the amount of compensation which would be paid to any other similarly qualified person for the same work over the same period of time.

FEC Advisory Opinion 2013-03 (Bilbray-Kohn) (citing 11 C.F.R. 113.1(g)(6)(iii); Advisory Opinion 2011-27 (New Mexico Voices for Children) (applying section 113.1(g)(6)(iii) to determine whether compensation paid to candidate would be contribution); Advisory Opinion 2006-13 (Spivack) (same); Advisory Opinion 2004-17 (Klein) (same); Advisory Opinion 2004-08 (American Sugar Cane League) (same). Sayre Enterprises’ payments to Educational Ventures satisfy each of the three regulatory factors and were compensation and not contributions.

**A. The Compensation at Issue Here Resulted from Mrs. Dunbar’s Bona Fide Employment in Her Capacity as the Principal of Educational Ventures, LLC, and That Compensation Is “Genuinely Independent” of Mrs. Dunbar’s Candidacy.**

During the summer and fall of 2017, Scott Sayre, Director and Chief Executive Officer of Sayre Enterprises, consulted a financial advisor about establishing a consulting business for developing and running businesses, as Mr. Sayre was looking for a way to transition from full-time executive management with Sayre Enterprises to include operating a consulting business drawing on his 30 years of entrepreneurial experience.<sup>2</sup> Sayre’s accountant and a tax

---

<sup>2</sup>Information about Sayre Enterprises, Inc. and Mr. Sayre—including but not limited to its consultation with third party business advisors, arrangements with and payments made by Sayre Enterprises, Inc. to Educational Ventures, and the company later formed by Mr. Sayre in reliance on the work performed by Educational Ventures—was supplied in both Sayre Enterprises’ Response to the Johnson Complaint (MUR 7373) (including certain exhibits thereto) and the Response of Dunbar for Congress, et al. and exhibits thereto to the same complaint (MUR 7373).

Jeff S. Jordan  
 July 12, 2018  
 Page 4

attorney later seconded the financial advisor's recommendation for the consulting business and advised a survey of Sayre Enterprises's trademarks to catalog its research and development efforts.

On September 15, 2017, Sayre Enterprises signed an agreement with Educational Ventures, LLC, a firm owned by Cynthia Dunbar, to develop a plan to market business consulting services focusing on online seminars, publishing, and online courses on running a business and acquiring and maintaining intellectual property rights.<sup>3</sup>

The Commission recognizes bona fide employment that is "genuinely independent" of candidacy where an employer's hires a consultant with established qualifications and duties and payment is unrelated to and unchanged by candidacy, even where the consultant was previously an employee and as a consultant provides a subset of the same services. *See* AO 2013-03 (Bilbray-Kohn) at 5 (finding bona fide employment unrelated to candidacy when an employee acts as a consultant).

The compensation here was for employment that was the result of an arm's length negotiation. Both the need for the work and the scope of the work for Sayre Enterprises that was provided by Educational Ventures was identified by disinterested third parties. Sayre Enterprises retained Educational Ventures and Mrs. Dunbar because its CEO found Mrs. Dunbar eminently capable of producing the work based on her legal experience and her business experience in producing curriculum, especially online e-learning. The work was genuinely independent of candidacy because Mrs. Dunbar's duties under the contract did not change when she became a candidate; neither the work nor payment for the work was dependent on or in any way related to Mrs. Dunbar's candidacy. Nothing in the arrangement depended on, was affected by or was even

---

Information about Educational Ventures, LLC and Mrs. Dunbar—including but not limited to Mrs. Dunbar's qualifications, Educational Ventures' arrangements with Sayre Enterprises, payments, and work performed—was supplied in Dunbar for Congress's response to MUR 7373 (including certain exhibits thereto) and was verified by Mrs. Dunbar. The Complainant here repeats virtually the same claims regarding payments by Sayre Enterprises to Educational Ventures. Therefore, the Exhibits and verifications accompanying the Responses of Sayre Enterprises and Dunbar for Congress to MUR 7373 are included with this response as a matter of convenience for the Commission. The verifications are presented as attesting to all of and only the same information that was provided in the respective responses to MUR 7373 that is provided again here. In response to MUR 7388 Dunbar for Congress and Cynthia Dunbar offered a declaration from Stonebridge Properties, LLC addressing the ownership and use of Stonebridge Center, and that declaration is included with this response as well.

<sup>3</sup>Initially, Mr. Sayre also sought to establish a IRC § 501(c)(3) organization to run a community project making use of a roller skating venue. Mr. Sayre decided in the late fall of 2017 not to pursue the project. Sayre Enterprises Exhibit 5.



Jeff S. Jordan  
July 12, 2018  
Page 5

related to Mrs. Dunbar's candidacy. The work was specified, payments were made, and bills were submitted based on terms reached in an arm's length negotiation and were unaffected by Dunbar's candidacy. *See* Dunbar Exhibit 4 (Educational Ventures, LLC invoices). The payments to Educational Ventures, LLC were a result of bona fide employment that was genuinely independent of candidacy.

**B. The Compensation Was Exclusively in Consideration of Mrs. Dunbar's Services as a Consultant to Sayre Enterprises.**

The second regulatory factor is also met here. The compensation was exclusively in consideration of services provided by Educational Ventures as part of its contract with Sayre Enterprises. 11 C.F.R. 113.1(g)(6)(iii)(B). The scope of work and schedule for payments to the retainer were clearly set out in advance. Sayre Enterprises agreed to pay Educational Ventures/Cynthia Dunbar a retainer, to be paid monthly at \$2500 per month and to be billed as work progressed. Sayre Enterprises paid Educational Ventures/Cynthia Dunbar \$2500 on September 12, 2017. Sayre Enterprises paid Educational Ventures/Cynthia Dunbar \$2500 on October 13, 2017. Sayre Enterprises paid Educational Ventures/Cynthia Dunbar \$2500 on November 10, 2017. *See* Dunbar Exhibit 2. Mrs. Dunbar accurately tracked her work and billed from the retainer as work progressed. *See* Dunbar Exhibit 3, (tracking progress); Dunbar Exhibit 4 (invoices). The work record shows that work on the "consulting model" proceeded on schedule, beginning the week of September 15-22, *see* Exhibit 3 (electronic billing record), and the first week's work included researching the status of Sayre Enterprises' trademarks. *See* Exhibit 3 (showing six hours spent researching Sayre Enterprises' trademarks).

As contracted, Sayre Enterprises was provided a thorough written analysis of all patents and trademarks with recommendations regarding their current status. Sayre Enterprises was provided a custom 131-page manual written by Dunbar to assist the planning and execution of the anticipated consulting business. A true and correct copy of the manual's table of contents and introduction are attached as Sayre Exhibit 3. The aforementioned consulting business was subsequently formed on March 1, 2018 under the name Sayre Consulting, LLC. And Mr. Sayre did, in fact, establish Sayre Consulting, a Virginia LLC, in March of 2018. *See* Sayre Exhibit 4.

Mrs. Dunbar was compensated for clearly delineated work for which she was eminently qualified to perform. She was not compensated for any activities as a candidate or on behalf of any other organization. Her entire compensation was in consideration of the services she provided to Sayre Enterprises. *See* AO 2013-03 (Bilbray-Kohn) at 5.

Jeff S. Jordan  
 July 12, 2018  
 Page 6

**C. The Compensation Did Not Exceed the Amount That Would Be Paid to Any Other Similarly Qualified Person for the Same Work over the Same Period of Time.**

Educational Ventures' compensation did not exceed the amount that would be paid to any other similarly qualified person for the same work over the same period of time. 11 C.F.R. 113.1(g)(6)(iii)(C). First, on its face, \$75 per hour for the work specified in the contract is reasonable. And in similar circumstances, the Commission has accepted at face value an employer's opinion that the compensation paid a former employee as a consultant was "no more than [the employer] is paying any other . . . consultant with her level of knowledge and experience. AO 2013-03 (Bilbray-Kohn) at 5. The Commission should similarly assume that Sayre Enterprises, a sophisticated for-profit corporation with access to financial, legal, and accounting experts, considered the hourly and total costs for Educational Ventures' work to be within the prevailing market for similar work. And indeed, in researching projected costs for Sayre's consulting and online education venture, Educational Ventures found that costs for business analysis for start-ups and e-learning initiatives—the very work Educational Ventures was itself providing—range from \$75-\$200 per hour. *See* Dunbar Exhibit 6 (chart); Harold Jarcho, *So You Want to Be an E-Learning Consultant* . . . Learn Magazine (November 2007) (available at <https://elearnmag.acm.org/archive.cfm?aid=1331975>).<sup>4</sup> Sayre Enterprises paid Educational Ventures no more than it would have paid any other consultant with the same level of knowledge and experience for the work that was performed.

The fees paid to Mrs. Dunbar resulted from her bona fide employment that was genuinely independent of her candidacy; the fees were exclusively in consideration of the services provided by Mrs. Dunbar as part of her bona fide employment, and they were no higher than compensation that would be provided to similarly qualified consultants for the same work. Accordingly, the fees meet the requirements of 11 C.F.R. 113.1(g)(6)(iii), and Sayre Enterprises' payments to Educational Ventures were not contributions under FECA and the Commission's regulations. Consequently, no violations have occurred, and Ms. Alvis-Long's complaint fails to raise a viable claim that any violations have occurred.

**II. Sayre Enterprises, Inc. Made No Improper In-Kind Contribution to the Committee or to Dunbar for Congress.**

Paragraphs 7-20 of the complaint claim that Sayre Enterprises, Inc. made an in-kind contribution to the Virginia Sixth District Republican Committee (the "Committee") by

---

<sup>4</sup>The figures are from 2007 and are higher when adjusted for inflation *See* Christy Tucker, *Instructional Design Hourly Rates and Salary*, Experiencing E-Learning (Sept. 9, 2013) (noting this and suggesting adjustments) (available at <https://christytucker.wordpress.com/2013/09/09/instructional-design-hourly-rates-and-salary/>).

Jeff S. Jordan  
 July 12, 2018  
 Page 7

providing “use of its corporate facilities,” Complaint at ¶ 12. Paragraph 17 suggests that space was also provided to Dunbar for Congress. But first and foremost, the facilities in question are not owned or controlled by Sayre Enterprises, but by Stonebridge Properties, LLC, a Virginia limited liability company that, under 11 C.F.R. 110.1(g) is not treated as a corporation for purposes of FEC regulations. *See* M. Sayre Decl. ¶¶ 4,5. So there can be no violation of the corporate contribution prohibition or the federal contractor prohibition. Moreover, claims that Sayre Enterprises apparently or “de facto” supplied facilities to either the Committee or to Dunbar for Congress are baseless on their face.

Citing a newspaper article, the Complainant claims that Mr. Sayre “acknowledged that Sayre Enterprises made an in-kind contribution of office space for a “headquarters” to the [Committee] . . . .” Complaint ¶ 8. Yet the statement attributed to Mr. Sayre actually says that Sayre Enterprises headquarters are *located in the same building* in which the Committee meets.

The Complainant cites an article reporting on challenges to convention delegates and the official Call for the nominating convention as further evidence that the Committee is actually headquartered at Sayre Enterprises which supplied the space and administrative personnel for which Sayre Enterprises has never been compensated. Complaint ¶¶ 9-10. But the use of a Stonebridge Center room to hear challenges to delegates does nothing to establish Sayre Enterprises as supplying anything of value to the Committee, nor even that a use amounting to an in-kind contribution occurred.<sup>5</sup> And the nominating convention Call did not direct anyone to mail anything to Sayre Enterprises or to its address, or, for that matter, to mail anything to the Committee at a Stonebridge Center address. The only mention of the Stonebridge Center address was for the convenience of those hand-delivering documents to Scott Sayre to be later delivered to the District Secretary or other designee.

The complaint summarily asserts that Sayre Enterprises, Inc. provided office space to “Dunbar’s campaign for planning purposes.” Complaint at ¶ 17. But Mrs. Dunbar was not offered and did not use any space in the Stonebridge Center as an office for her campaign.

---

<sup>5</sup>Under the “meeting room” exception of 11 C.F.R. 114.13, use of meeting rooms by the Committee or incidental use by Mrs. Dunbar is not an in-kind contribution by the Stonebridge Center. Because Respondent Sayre Enterprises does not own the Stonebridge Center, Complainant’s observation that “[i]t does not appear that Sayre Enterprises makes its corporate headquarters available for use by non-political entities” is irrelevant to whether or not the exception applies. Likewise, Complainant’s allusions to Mrs. Dunbar’s use of facilities, Complaint at ¶ 17, and observation that the Committee has not compensated *Sayre Enterprises* for any use of facilities, Complaint at ¶ 12, is beside the point, as it is the Stonebridge Center that is at issue, not Sayre Enterprises. Because the Respondent Sayre Enterprises has no role in the events claimed to give rise to the alleged in-kind contribution violations, those claims are properly addressed in the Dunbar and the Committee Responses. *See supra*. n. 1.

Jeff S. Jordan  
July 12, 2018  
Page 8

Neither Mrs. Dunbar nor her campaign have or had office space at the Stonebridge Center. The Stonebridge Center has meeting rooms, but even if Mrs. Dunbar incidentally met at this venue, that still would not constitute an in-kind contribution because space at the Stonebridge Center falls under 11 C.F.R. 114.13's "meeting room" exception. *See supra* n.5.

### **Conclusion**

The fees paid to Mrs. Dunbar resulted from her bona fide employment that was genuinely independent of her candidacy; the fees were exclusively in consideration of the services provided by Mrs. Dunbar as part of her bona fide employment, and they were no higher than compensation that would be provided to similarly qualified consultants for the same work. Accordingly, the fees meet the requirements of 11 C.F.R. 113.1(g)(6)(iii), and Sayre Enterprises' payments to Educational Ventures were not contributions under the FECA and the Commission's regulations.

Sayre Enterprises, Inc. did not provide space to the Committee or to Dunbar for Congress. No violation of the corporate or federal contractor contribution prohibitions could have occurred because the space at issue is owned and operated by Stonebridge Properties, LLC, not Sayre Enterprises, Inc. Use of space at the Stonebridge Center by the Committee or by Mrs. Dunbar as a member of the Committee would fall under the "meeting room" exception of 11 C.F.R. 114.13 and any non-excepted use of a room by the Committee at the Stonebridge Center would not be reported as a transaction with Sayre Enterprises.

Because it describes no violations, Ms. Alvis-Long's complaint should be dismissed without further action.

Sincerely,

THE BOPP LAW FIRM, PC



James Bopp, Jr.  
Jeffrey P. Gallant



## Exhibit 1 to Response of Cynthia Dunbar for Congress MUR 7373

**Independent Contractor Agreement**

This Agreement is made between Sayre Enterprises, Inc. ("Client") with a principal place of business at Stonebridge Center, 45 Natural Bridge School Rd., Natural Bridge, VA 24579 and Educational Ventures, LLC. ("Contractor") with a principal place of business at 1001 Wildbriar Place, Forest, VA 24551.

**1. Services to Be Performed**

Contractor agrees to perform the services described in Exhibit A, which is attached to this Agreement.

**2. Payment**

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor Two Thousand Five Hundred Dollars (\$2,500.00) as a monthly retainer. Contractor shall be paid in advance on the fifteenth of each month.

**3. Independent Contractor Status**

Contractor is an independent contractor, accordingly Contractor is not, nor shall be deemed, Client's employee. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows:

A. Contractor has the right to perform services for others during the term of this Agreement.

B. Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select routes taken, and starting and quitting times, days of work.

C. Contractor has the right to hire assistants or to use employees to provide the services required by this Agreement.

D. Neither Contractor nor Contractor's employees or contract personnel shall be required by Client to devote full time to the performance of the services required by this Agreement.

**4. Business Licenses, Permits, and Certificates**

Client represents and warrants that the work Client will request Contractor perform will be general assistance that will neither require nor constitute the practice of law and will not require Contractor to be licensed in the state of Virginia.

**5. State and Federal Taxes**

Since Contractor is not an Employee, Client will not:

A. Withhold FICA (Social Security and Medicare taxes) from Contractor's payments or make FICA payments on Contractor's behalf

B. Make state or federal unemployment compensation contributions on Contractor's behalf, or

C. Withhold state or federal income tax from Contractor's payments.

## Exhibit 1 to Response of Cynthia Dunbar for Congress MUR 7373

**6. Fringe Benefits**

Contractor understands that as an Independent Contractor it is not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Client.

**7. Unemployment Compensation**

Client shall make no state or federal unemployment compensation payments on behalf of Contractor or Contractor's employees or contract personnel. Contractor will not be entitled to these benefits in connection with work performed under this Agreement.

**8. Workers' Compensation**

Client shall not obtain workers' compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with workers' compensation insurance to the extent required by law.

**9. Insurance**

Client shall not provide insurance coverage of any kind for Contractor or Contractor's employees or contract personnel.

**10. Expenses**

Client shall be responsible for any fees incurred with either the IRS or the United States Patent and Trademark Office, including but not limited to those costs incurred to conduct the requisite search, travel to the Public Search Facility located in Alexandria, VA, training for use of the facility, and/or costs from the IRS concerning the application process of obtaining 501(c)(3) status. All such fees or expenses incurred shall either be advanced or reimbursed to Contractor by Client.

**11. Term of Agreement**

This agreement will become effective September 15<sup>th</sup>, 2017 upon signature by both parties and will terminate on the earlier of either the date Contractor completes the services required by this Agreement, or the date a party terminates the Agreement as provided below.

**12. Terminating the Agreement**

Either party may terminate this Agreement at any time by giving written notice to the other party of the intent to terminate.

**13. Exclusive Agreement**

This is the entire Agreement between Contractor and Client.

**14. Modifying the Agreement**

This Agreement may be modified only by a writing signed by both parties.

## Exhibit 1 to Response of Cynthia Dunbar for Congress MUR 7373

**15. Confidentiality**

Contractor acknowledges that it will be necessary for Client to disclose certain confidential and proprietary information to Contractor in order for Contractor to perform duties under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this proprietary or confidential information could potentially harm Client. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of Client without Client's prior written permission except to the extent necessary to perform services on Client's behalf.

**16. Proprietary Information.**

The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables will be the sole property of the Client, and Contractor hereby assigns to the Client all right, title and interest therein, including but not limited to all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights and other proprietary rights therein. Contractor retains no right to use the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product.

**17. Assignments and Delegation**

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

**18. Applicable Law**

Virginia law will govern this Agreement.

**Signatures**

Client/Owner:

Printed Name

Signature

Date

Contractor:

Printed Name

Signature

Date

Taxpayer ID Number

Attachment: Exhibit A: Description of Initial Services to be Performed

## Exhibit 1 to Response of Cynthia Dunbar for Congress MUR 7373

## EXHIBIT A

## Description of Initial Services to be Performed

## Intellectual Property

Shall research various methods for conveying the practical non-legal information Sayre Enterprises, Inc. has garnered from past experiences on acquiring IP rights and maintaining accurate records of status and due dates, in an effort to assist other businesses interested in entering into this business practice.

## Business Development

Shall research various methods for developing seminars or course material through both in-house publishing processes and online course instruction to ascertain the most cost-effective means of entering into new business ventures, including the prospect of tapping into the new markets of e-learning, by ascertaining the most profitable audiences and subject matter.



# LIBERTY UNIVERSITY

## *Online Academy*

To Whom It May Concern:

I strongly recommend Cynthia Dunbar for virtually any position within the field of higher education, both as a Professor and in an Administrative capacity. I have had the pleasure of working with Cynthia Dunbar since September of 2013 when she was brought on as Advisor to the Provost. I was then working in the Office of the Provost and worked with her on numerous educational initiatives.

Since October 2014 I have worked with her as her immediate supervisor in her capacity as Vice President of Curriculum and Instruction of Global Educational Ventures for Liberty University. In this position I have been able to witness first-hand the vision, industry and competency she possesses. Cynthia Dunbar has virtually single-handedly envisioned, developed and managed the day-to-day affairs of the print and online curriculum projects of Global Educational Ventures.

Additionally, I have since been promoted to Vice Provost, and in this position have had occasion to meet with those who were connected with her in her capacity as a Law Professor. I have heard stellar reports of her efficacy and passion as a Professor. Both her teaching and her commitment to their success inspired the students in the Law School.

I am sure you will find, as have I, that Cynthia Dunbar is a rare person in that she is able to excel in almost any professional capacity. You will find her to be not only a visionary, but a disciplined worker, team player, skilled teacher, gifted public speaker and academic scholar. I can assure you that she will be a valuable asset to any employer, especially an Institution of Higher Education.

Should you have any questions, please feel free to contact me.

Sincerely,



Jay Spencer, D.Min.

Vice Provost of Liberty University Online Academy

Exhibit 2 to Response of Cynthia Dunbar for Congress MUR 7373

SAYRE ENTERPRISES

**NEW VENTURES MANUAL**

**Educational Ventures, LLC**  
**Customized Manual**  
**© October 2017**

## Exhibit 2 to Response of Cynthia Dunbar for Congress MUR 7373

**In-House Publishing and Online Course Development**

## Table of Contents

|   |    |
|---|----|
| Introduction.....                         | 5  |
| In-House Publishing.....                  | 9  |
| Production.....                           | 10 |
| Marketing & PR.....                       | 11 |
| Industry Definitions.....                 | 12 |
| Online Publications.....                  | 14 |
| Sample Job Descriptions.....              | 15 |
| Project Manager.....                      | 15 |
| Production Editor.....                    | 17 |
| Digital Product Manager.....              | 21 |
| Associate Production Manager.....         | 23 |
| Copy Editor.....                          | 24 |
| IP Needs.....                             | 26 |
| Sample Content for Course Material.....   | 28 |
| FAQs.....                                 | 28 |
| Practical Minutia.....                    | 35 |
| IP Tracking.....                          | 37 |
| Niche Content.....                        | 52 |
| Apparel Trademarks.....                   | 60 |
| Local Government Bids.....                | 61 |
| From Content to Course Development.....   | 64 |
| Tips to Memorable Courses.....            | 64 |
| Finding your Market Niche.....            | 68 |
| Practical Tips to Course Development..... | 70 |
| Know Your Audience.....                   | 76 |

## Exhibit 2 to Response of Cynthia Dunbar for Congress MUR 7373

|   |     |
|---|-----|
| Course Development Costs.....                     | 82  |
| 5 key factors that impact the cost.....           | 84  |
| How to Succeed with E-learning as a Business..... | 90  |
| Assess Market Parameters.....                     | 91  |
| Create Practical Content.....                     | 92  |
| Know your Audience.....                           | 93  |
| Your Course as a Pilot.....                       | 94  |
| Make sure your product scales.....                | 95  |
| Sample Platforms.....                             | 96  |
| Options for Online Platforms.....                 | 98  |
| Standalone Platforms.....                         | 99  |
| All-in-One Platforms.....                         | 101 |
| Marketplace Online Platforms.....                 | 103 |
| Enterprises as a Course.....                      | 105 |
| Engage Community.....                             | 107 |
| Expanding Sales Demographics .....                | 110 |
| Analytics.....                                    | 111 |
| Hosting & Security.....                           | 114 |
| FAQs.....   | 115 |
| Conclusion.....                                   | 119 |
| Tables.....                                       | 121 |



Exhibit 2 to Response of Cynthia Dunbar for Congress MUR 7373

## Exhibit 2 to Response of Cynthia Dunbar for Congress MUR 7373

**Introduction**

In an effort to assist with your goal of branching out into consulting, this manual will provide you with relevant research on the most appropriate audiences you could consult by utilizing print mediums as well as online course offerings into niche markets. None of the content within this manual is professional legal or accounting advice. The content contains a compilation of things your company is likely to encounter when establishing a streamlined publishing company and developing online learning content and courses. The following research was conducted to enable you to efficiently tap into the publishing and e-learning industry to facilitate your new consulting ventures. Your goal of expanding your business processes to include consulting will have a much broader reach through the added prospect of consulting through online training courses. The overview of research that was conducted has been customized to adapt the generally applicable process of development to your specific needs. Since this manual can be uploaded electronically, and since there are constant changes in platforms, interactivity, and expansion of viable markets, it is anticipated that the content may be periodically updated on an as needed basis.

Additionally, to facilitate your desire to expand into business consulting, including the potential of doing workshops, presentations, publishing your own instructional manuals, doing online training for employees, as well as being a resource for other companies, the structuring of a skeletal staff for in-house publishing and online content development will be necessary. There are a minimum of in-house employee positions you will want to consider and/or the utilization of freelance workers or outside professional firms. We strongly suggest that starting out you opt to engage satellite contractors to do the bulk of the work as 1099-misc, rather than increasing your number of employees, until such time as you grow this area of your business to where full-time employees are needed. You will find the level of expertise is equally as high with independent contractors since many copy editors are accustomed to doing this type of work off site within the industry.

## Exhibit 2 to Response of Cynthia Dunbar for Congress MUR 7373

As your company's goals and objectives closely align to, but do not match, those of educational ventures, some of the needs we encountered with in-house publishing and online course instruction development may not exactly align with those of your anticipated company. For example, it is not likely that you will need to expend a great deal of time on development of syllabi or assessment banks. However, from project development, to editorial staff, vendor selection of printing companies and platforms, copyright and licensing acquisition, etc. are all areas you will need to cover through new hires.

With the dissemination of online training materials the easiest way to expand into new markets is to think in terms of identifying the low hanging fruit or those most interested in acquiring access to your content and business consulting materials. In short, one of the first questions you need to concretely answer is what pool of students/clients will most likely be drawn to enroll in your course instruction? The following research will help you answer this question and provide direction for the development of content for your pilot program. And while seminars are still a viable option, utilizing the business model for e-learning and online course instruction will enable your market reach to go far expand beyond that of live courses. Online educational training is at present a very hot commodity and with good reason. It tends to be more affordable than live training, print costs are drastically reduced, there are no geographic limitations, and clients can take the course 24/7.

Those who are able to find an interesting market niche and price their content competitively, will find that the normal limits on their market are gone. That is why this is an area that is hugely on the rise, and where there are not limits based on some type of professional or academic accreditation, there are likewise no geographic limitations. Your non-legal, real-life experience in government contracts and cost-effective small business trademark acquisition is a clear niche, since there are limited companies with expertise in this area. Very few small, privately-owned companies expend the money necessary to acquire numerous trademarks because such IP rights are cost-prohibitive to obtain and grant nothing more than the ability to sue, which most new

## Exhibit 2 to Response of Cynthia Dunbar for Congress MUR 7373

business owners can't afford to do anyway. The practical experience that you have gleaned, including finding affordable representation, if packaged properly can easily be used for consulting to technical and entrepreneurial audiences, and utilizing a pilot course with minimal target marketing through social media, could open up entirely new markets.

You could personally function as the subject matter expert for all of your content. This will drastically reduce the cost of course development, as subject matter experts can be one of the more costly aspects. Additionally, as we discussed, practical experiences and gleaned expertise, such as the electronic housing of your mark registrations for easy search and flagging of deadlines, that can be offered as downloadable tools, help the students/clients to feel they walked away with something tangible of value.

In addition to employees and independent contractors there are other expenses you will encounter in terms of subscriptions you should consider, including such things as Basecamp and Adobe InDesign, which will allow you to do much more of the work in-house for a much smaller amount even if those you are allowing to access these subscriptions are independent contractors and not employees. Even though, as subject matter expert, you will be the resource for the content, you will need to engage those to implement the development of videos, assessments, discussion boards, graphics and images. Additionally, you will need discipline to follow the design blueprint; every time you reassess the process the course development costs will increase. Finally, utilizing the initial pilot course will help you identify the most cost efficient markets for highest return on investment.






We also researched ways to identify new markets, and utilized our prior experiences to help other similarly situated companies navigate the intricacies of government contracts, and self-publish including the acquisition of ISBN numbers, licenses, and copyrights. Much of this work can be done in-house and depending on the amount of work you intend to do in this area, you will be able to assess and customize your employee staff and freelance workers.



## Exhibit 2 to Response of Cynthia Dunbar for Congress MUR 7373

This entire document is written and customized to assist with your anticipated business expansion into consulting, specifically through print mediums and online course instruction. It is work product that was customized for your new consulting venture. The underlying proprietary information not contained within this manual is retained by Educational Ventures and is not to be disseminated or used for any other company without a separate licensing agreement. However, any of the processes contained within this document are free to not only be utilized by you but also taught in any of the workshops and/or courses you may develop for other companies utilizing your own subject matter.

## Sayre Consulting Model

| MY TASKS                     | START DATE | DUE DATE | % COMPLETE   | NOTES                       | Hours |
|------------------------------|------------|----------|--|-----------------------------|-------|
| In-House Publishing          | 9/15/17    | 9/22/17  |  15%  | research                    | 12    |
| Trademark Review             | 9/15/17    | 9/22/17  |  22%  | research                    | 6     |
| E-learning Model             | 9/22/17    | 9/29/17  |  46%  | research                    | 20    |
| In-House Publishing          | 9/29/17    | 10/6/17  |  68%  | customization & compilation | 18    |
| E-learning Model             | 10/6/17    | 10/20/17 |  100% | customization & compilation | 26    |
| Consulting Manual Completion | 9/15/17    | 10/20/17 |  | Total Hours                 | 82    |

[Sept. 13, 2017]

**To**

Sayre Enterprises, Inc.  
 45 Natural Bridge School  
 Natural Bridge Station, VA  
 24579

**Educational Ventures, LLC****P.O. Box 2211****Forest, VA 24551****434.218.6070****Instructions**

Delivered Online

| <b>Quantity</b> | <b>Description</b>                                    | <b>Hourly Price</b> | <b>Total</b>      |
|-----------------|---|---------------------|-------------------|
| 80 hrs          | Research & Development (New Ventures Manual)          | \$75.00             | \$6,000.00        |
| 20hrs           | Anticipated Online Updates or Assistance*             | \$75.00             | \$1,500.00        |
| 1               | Retainer Payment                                      | \$2,500.00          | \$2,500.00        |
|                 | *Note: Initial drafting of New Ventures Manual        |                     |                   |
|                 | for anticipated new business of consulting            |                     |                   |
|                 | utilizing in-house publishing processes and           |                     |                   |
|                 | developing e-learning courses anticipates 80 hrs.     |                     |                   |
|                 | [Additional \$1,500 to be held as a retainer to cover |                     |                   |
|                 | updates or online course assistance as needed.]*      |                     |                   |
|                 |   |                     |                   |
|                 | Subtotal  |                     | \$7,500.00        |
|                 | Payments  |                     | \$2,500.00        |
|                 | <b>Total Due</b>                                      |                     | <b>\$5,000.00</b> |

To

Sayre Enterprises, Inc.  
 45 Natural Bridge School  
 Natural Bridge Station, VA  
 24579

Educational Ventures, LLC

P.O. Box 2211

Forest, VA 24551

434.218.6070

**Instructions**

Delivered Online

| Quantity | Description   | Hourly Price | Total             |
|----------|---|--------------|-------------------|
| 82 hrs   | Research & Development (New Ventures Manual)          | \$75.00      | \$6,150.00        |
| 18 hrs   | Anticipated Online Updates or Assistance*             | \$75.00      | \$1,350.00        |
| 2        | Retainer Payments                                     | \$2,500.00   | \$5,000.00        |
|          | *Note: Initial drafting of New Ventures Manual        |              |                   |
|          | for anticipated new business of consulting            |              |                   |
|          | utilizing in-house publishing processes and           |              |                   |
|          | developing e-learning courses anticipates 82 hrs.     |              |                   |
|          | [Additional \$1,350 to be held as a retainer to cover |              |                   |
|          | updates or online course assistance as needed.]       |              |                   |
|          |   |              |                   |
|          | Subtotal  |              | \$7,500.00        |
|          | Payments  |              | \$5,000.00        |
|          | <b>Total Due</b>                                      |              | <b>\$2,500.00</b> |



**To**

Sayre Enterprises, Inc.  
 45 Natural Bridge School  
 Natural Bridge Station, VA  
 24579

**Educational Ventures, LLC**

P.O. Box 2211  
 Forest, VA 24551  
 434.218.6070

**Instructions**

Delivered Online

| Quantity | Description   | Hourly Price | Total      |
|----------|---|--------------|------------|
| 82 hrs   | Research & Development (New Ventures Manual)          | \$75.00      | \$6,150.00 |
| 18 hrs   | Anticipated Online Updates or Assistance*             | \$75.00      | \$1,350.00 |
| 3        | Retainer Payments                                     | \$2,500.00   | \$7,500.00 |
|          | *Note: Initial drafting of New Ventures Manual        |              |            |
|          | for anticipated new business of consulting            |              |            |
|          | utilizing in-house publishing processes and           |              |            |
|          | developing e-learning courses expended 82 hrs.        |              |            |
|          | [Additional \$1,350 to be held as a retainer to cover |              |            |
|          | updates or online course assistance as needed.]       |              |            |
|          |   |              |            |
|          | Subtotal  |              | \$6,150.00 |
|          | Payments  |              | \$7,500.00 |
|          | Total Credit  |              | \$1,350.00 |

**STATE CORPORATION COMMISSION**

*Richmond, March 19, 2018*

*This is to certify that the certificate of organization of*

**Sayre Consulting, LLC**

*was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: March 19, 2018*



*State Corporation Commission*

*Attest:*

*Joel H. Beck*  
Clerk of the Commission

| Consulting Area            | Type of Work                                  | Potential Clients  | Considerations  | Fee Range (\$/hour) |
|----------------------------|---|--|---|---------------------|
| <b>Business Analytical</b> | Business Advice                               | Start-ups; Internal e-learning initiatives   | Start-ups looking at the learning field may need advice on the size of the market and how best to develop their products or services. Getting known in this field takes some time. You may want to try your hand at some pro bono work, or take shares in the company to develop your skills and get known.   | 75-200              |
| <b>Business Analytical</b> | Needs Analysis (Performance or Instructional) | End users of training & education; E-learning custom content developers; Associations            | Not only will clients be looking for e-learning expertise but they also may want experience in their specific field. These are usually short term engagements. Another difficulty in finding Analysis work is that e-learning development shops will engage internal resources first, even if they are not as qualified or experienced as an external consultant. | 75-150              |
| <b>Pedagogical</b>         | Design  | Education & training providers; E-learning custom content developers; In-House development teams | As with Analysis work, many organizations have these skills in-house and may not be looking for outside help, unless they are desperate. Try to develop a relationship with several development organizations or clients.   | 50-100              |
| <b>Pedagogical</b>         | Development                                   | E-learning custom content developers; Training departments                                       | These are usually longer term engagements and may require work on-site. Develop skills with several tools or languages to be more attractive as a freelancer or   | 30-60               |
| <b>Pedagogical</b>         | Implementation                                | Education & training providers; Training departments   | This type of work can be course instruction, moderation or support. Clients are often looking for subject matter expertise as well. Multilingual skills can be an asset, especially for global organizations.   | 25-50               |
| <b>Pedagogical</b>         | Evaluation                                    | Education & training providers; Associations; Governing bodies; Funders                          | Evaluation is often an overlooked activity so these projects may be few and far between. Often this is a one-shot deal as the evaluator cannot get involved in other aspects of the project in order to maintain objectivity.   | 50-150              |
| <b>Technological</b>       | Application & Platform Selection              | Education & training providers; End users of training & education                                | Giving advice on what technology to use requires in-depth knowledge of various systems. If you have these skills you may want to consider partnering with others in the business in order to offer a full suite of services. These are usually short-term projects. Note that being technology neutral is the difference between a vendor and a consultant.       | 75-200              |

Note: The content contained within this manual covers only the business analytical and technological consulting. The cost/hour for this type of work ranges from \$75.00 - \$200.00. You will still need to engage others to assist with the pedagogical aspects of design, development and implementation. You will not need to engage an

**Verification**

I, Cynthia Dunbar, declare as follows:

1. I am a Respondent to MUR 7373 in my capacity as a candidate for the Republican nomination for United States Representative from Virginia's Sixth Congressional District.
2. I am over 18 years of age.
3. I am also the owner and principal of Educational Ventures, LLC, a Virginia limited liability company, formed in November 2015 as an educational curriculum and publishing company to provide services to established and would-be vendors of especially, but not limited to, online and e-learning programs. I served at Liberty University as an Assistant Professor of Law, Advisor to the Provost and Vice President of Curriculum and Instruction of Global Educational Ventures, see Exhibit 1 hereto, and I was an elected member of the Texas State Board of Education from 2007 through 2010.
4. I have personal knowledge of the facts about Educational Ventures, LLC, its contracts, business, transactions, and intents, including those set out in the Response of Respondent Dunbar for Congress, et al. and if called upon to testify I would competently testify as to the matters stated therein.
5. I verify under penalty of perjury under the laws of the United States of America that the factual statements in the Response of Respondent Dunbar for Congress, et al. concerning Educational Ventures, LLC, its activities, and its intentions are true and correct. 28 U.S.C. 1746.

Executed on

June 13, 2018



Cynthia Dunbar, CEO  
Educational Ventures, LLC



### **Declaration of Mary Sayre**

I, Mary Sayre, declare as follows:

1. I am over 18 years of age.
2. I have personal knowledge of the facts about the Stonebridge Center, its business, operations, tenants, policies, and agreements and if called upon to testify I would competently testify as to the matters stated herein.
3. I am offering this declaration in support of various responses to Federal Election Commission Matters Under Review.
4. Stonebridge Properties, LLC does not have publicly traded shares and files as a partnership under Internal Revenue Service rules.
5. No member of Stonebridge Properties, LLC is a corporation.
6. Stonebridge Properties, LLC owns and operates the Stonebridge Center, 45 Natural Bridge Station, Virginia. I manage all of the operations of the Stonebridge Center.
7. The Stonebridge Center is an event venue that hosts weddings, receptions, business conferences, corporate events and concerts. The Stonebridge Center also has meeting rooms and it has space suitable for office space for long-term occupancy. The corporate offices of Sayre Enterprises, Inc. are located at Stonebridge Center. The Stonebridge Center also has other long-term lessees of space.
8. The Stonebridge Center has and does customarily make meeting rooms available to clubs, civic, and community groups for free or a steeply discounted rate. The Stonebridge Center would make those meeting rooms available for a political committee or candidate on request on the same terms given to other groups using the meeting rooms.



I verify under penalty of perjury under the laws of the United States of America that the factual statements herein concerning the Stonebridge Center, its activities, and its intentions are true and correct. 28 U.S.C. 1746.

Executed on 25 June 2018.

Mary Sayre  
Mary Sayre

**Verification**

I, Scott Sayre, declare as follows:

1. I am also a Respondent to MUR 7373
2. I am over 18 years of age.
3. I am the Director and Chief Executive Officer of Sayre Enterprises, Inc., a

Virginia corporation in business since 1987 that designs, manufactures, personalizes and sells several lines of products, including clothing, insignia, and accessories and provides embroidery, needlework; screen printing, and dye sublimation printing for personalizing and customization. I have personal knowledge of the facts about myself, Sayre Enterprises, Inc., its contracts, business, transactions, and intents, including those set out in the Response of Respondent Dunbar for Congress, et al., and if called upon to testify I would competently testify as to the matters stated herein.

4. I verify under penalty of perjury under the laws of the United States of America that the factual statements in the Response of Respondent Dunbar for Congress, et al. concerning me and Sayre Enterprises, its activities, and its intentions are true and correct. 28 U.S.C. 1746.

Executed on June 13, 2018.

  
Scott Sayre

**Subject:** RE: Review

**Date:** Monday, August 21, 2017 4:01:14 PM Eastern Daylight Time

**From:** Neil Treger

**To:** Scott Sayre

Scott,

Wednesday morning at 9:00 AM would work, I have a commitment in town at 11:30.

Let's go through your plan first before reviewing it with Jim. I think that would use his time (and yours) more efficiently.

Best regards,

Neil

Treger & Associates

Fee Only Financial Advisors

P. O. Box 919

Lexington, Virginia 24450

(540) 464-1418

Fax (540) 526-9988

[neil@financegatekeeper.com](mailto:neil@financegatekeeper.com)

[michelle@financegatekeeper.com](mailto:michelle@financegatekeeper.com)

This message is intended only for the named recipient and may contain information that is confidential and proprietary per our Discretionary Investment Management contract. It may also be subject to privilege, the work-product doctrine, and other privileges. If you are not the intended recipient or have received this communication in error, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited, and requested to notify the above-named sender immediately by e-mail and destroy the original message and any copies you have made, electronic or otherwise. Thank you.

-----Original Message-----

From: Scott Sayre [<mailto:scott@sayreinc.com>]

Sent: Monday, August 21, 2017 3:12 PM

To: Neil Treger <[neil@financegatekeeper.com](mailto:neil@financegatekeeper.com)>

Subject: Re: Review

Can we make it Wednesday morning?

On Aug 21, 2017, at 9:41 AM, Neil Treger <[neil@financegatekeeper.com](mailto:neil@financegatekeeper.com)> wrote:

How about 10:00 AM at your office on Tuesday August 29th?

Neil Treger

Fee Only Financial Advisor

P. O. Box 919

Lexington, VA

(540) 464-1418

EXHIBIT

1

---

Click [here](#) to send me files securely

**From:** Scott Sayre [<mailto:scott@sayreinc.com>]  
**Sent:** Friday, September 08, 2017 2:14 PM  
**To:** Jim Fries  
**Cc:** Neil Treger; Matthew Von Schuch  
**Subject:** Re: Meeting

I am available those dates. Which day works best?  
Yes, please bring Matt.  
Neil and I will prepare a list of questions prior to your visit.

Neil, can you be available those days?

**From:** Jim Freeze Fries <[jfries@BECPAS.com](mailto:jfries@BECPAS.com)>  
**Date:** Friday, September 8, 2017 2:06 PM  
**To:** Scott Sayre <[scott@sayreinc.com](mailto:scott@sayreinc.com)>  
**Cc:** Neil Treger <[Neil@financegatekeeper.com](mailto:Neil@financegatekeeper.com)>, Matthew Von Schuch <[mvonschuch@BECPAS.com](mailto:mvonschuch@BECPAS.com)>  
**Subject:** RE: Meeting

Hello Scott,

I apologize about not getting with you a little sooner. I've thought about the meeting several times. It's been a pretty rough summer for our family. There have been several deaths and I've also had to spend much of that time in the hospital with my wife. It's been all I can do to keep up with current deadlines. That's certainly not your problem, though, and I'm sorry for not being more proactive.

I still am looking forward to paying you a visit. I don't remember if I mentioned this, but I would like to come down with an associate of mine named Matt Von Schuch. Matt is a tax director with Brown Edwards. He is an attorney who is also a CPA and he specializes in retirement planning, transitioning a business, etc. Would that be acceptable to you? Right now, September 27-29 look pretty good, but I would also want to bounce that off of Matt's calendar if you're amenable to him coming along. I've copied him on this e-mail so that he can start looking at the dates.

Thanks,  
Jim

James R. Fries, CPA, MSA  
Partner

**Subject:** RE: Meeting

**Date:** Saturday, September 9, 2017 10:02:18 AM Eastern Daylight Time

**From:** Neil Treger

**To:** Scott Sayre

Scott,

I will see you then!

Neil Treger

## Treger & Associates

*Fee Only Financial Advisors*

P. O. Box 919

Lexington, Virginia 24450

(540) 464-1118

Fax (540) 526-9988

[neil@tregerandassociates.com](mailto:neil@tregerandassociates.com)

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

This message is intended only for the named recipient and may contain information that is confidential and proprietary per our Discretionary Investment Management contract. It may also be subject to privilege, the work-product doctrine, and other privileges. If you are not the intended recipient or have received this communication in error, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited, and requested to notify the above-named sender immediately by e-mail and destroy the original message and any copies you have made, electronic or otherwise. Thank you.

**From:** Scott Sayre [mailto:[scott@sayreinc.com](mailto:scott@sayreinc.com)]

**Sent:** Friday, September 8, 2017 6:03 PM

**To:** Jim Fries <[jfries@BECPAS.com](mailto:jfries@BECPAS.com)>

**Cc:** Neil Treger <[neil@financegatekeeper.com](mailto:neil@financegatekeeper.com)>; Matthew Von Schuch <[mvonschuch@BECPAS.com](mailto:mvonschuch@BECPAS.com)>

**Subject:** Re: Meeting

Would 9:30 AM at our factory in Buena Vista work?

324 E. 32nd St., Buena Vista 24416

On Sep 8, 2017, at 5:22 PM, Jim Fries <[jfries@BECPAS.com](mailto:jfries@BECPAS.com)> wrote:

I heard back from Matt Von Schuch. Do you want to shoot for Friday, September 29? Mid late morning?

I'm very much looking forward to seeing your operation.

James R. Fries, CPA, MSA

Partner

Brown, Edwards & Company, L.L.P.

121 Newmarket Avenue, Harrisonburg, Virginia 22801

(540) 434-6730

(540) 434-3007



PM

2/18

**Sayre Enterprises, Inc.**  
**All Transactions for Educational Ventures, LLC**  
**All Transactions**

---

| Type  | Num | Date       | Account                | Amount    |
|-------|-----|------------|------------------------|-----------|
| Check |     | 09/12/2017 | 1-1120 · SunTrust C... | -2,500.00 |
| Check |     | 10/13/2017 | 1-1120 · SunTrust C... | -2,500.00 |
| Check |     | 11/10/2017 | 1-1120 · SunTrust C... | -2,500.00 |
| Total |     |            |                        |           |

**EXHIBIT****2**

SAYRE ENTERPRISES

**NEW VENTURES MANUAL**

**Educational Ventures, LLC**  
**Customized Manual**  
© October 2017

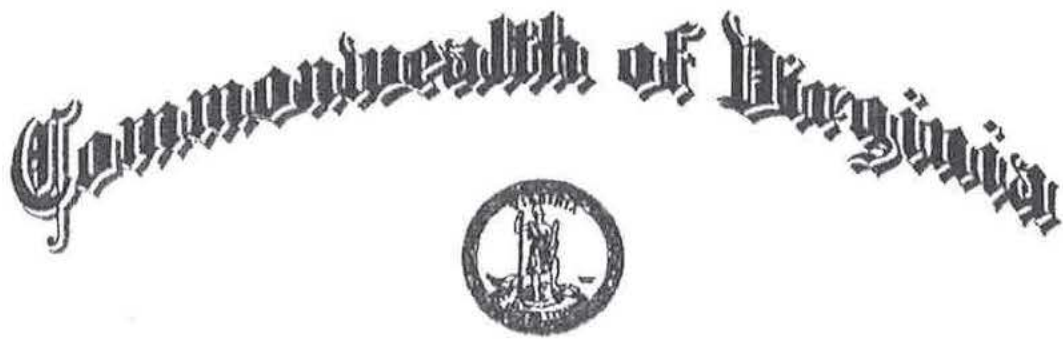


## In-House Publishing and Online Course Development

### Table of Contents

|   |    |
|---|----|
| Introduction.....                         | 5  |
| In-House Publishing.....                  | 9  |
| Production.....                           | 10 |
| Marketing & PR.....                       | 11 |
| Industry Definitions.....                 | 12 |
| Online Publications.....                  | 14 |
| Sample Job Descriptions.....              | 15 |
| Project Manager.....                      | 15 |
| Production Editor.....                    | 17 |
| Digital Product Manager.....              | 21 |
| Associate Production Manager.....         | 23 |
| Copy Editor.....                          | 24 |
| IP Needs.....                             | 26 |
| Sample Content for Course Material.....   | 28 |
| FAQs.....                                 | 28 |
| Practical Minutia.....                    | 35 |
| IP Tracking.....                          | 37 |
| Niche Content.....                        | 52 |
| Apparel Trademarks.....                   | 60 |
| Local Government Bids.....                | 61 |
| From Content to Course Development.....   | 64 |
| Tips to Memorable Courses.....            | 64 |
| Finding your Market Niche.....            | 68 |
| Practical Tips to Course Development..... | 70 |
| Know Your Audience.....                   | 76 |

|   |     |
|---|-----|
| Course Development Costs.....                     | 82  |
| 5 key factors that impact the cost.....           | 84  |
| How to Succeed with E-learning as a Business..... | 90  |
| Assess Market Parameters.....                     | 91  |
| Create Practical Content.....                     | 92  |
| Know your Audience.....                           | 93  |
| Your Course as a Pilot.....                       | 94  |
| Make sure your product scales.....                | 95  |
| Sample Platforms.....                             | 96  |
| Options for Online Platforms.....                 | 98  |
| Standalone Platforms.....                         | 99  |
| All-in-One Platforms.....                         | 101 |
| Marketplace Online Platforms.....                 | 103 |
| Enterprises as a Course.....                      | 105 |
| Engage Community.....                             | 107 |
| Expanding Sales Demographics .....                | 110 |
| Analytics.....                                    | 111 |
| Hosting & Security.....                           | 114 |
| FAQs.....   | 115 |
| Conclusion.....                                   | 119 |
| Tables.....                                       | 121 |



## STATE CORPORATION COMMISSION

*Richmond, March 19, 2018*

*This is to certify that the certificate of organization of*

**Sayre Consulting, LLC**

*was this day issued and admitted to record in this office and that the said limited liability company is authorized to transact its business subject to all Virginia laws applicable to the company and its business. Effective date: March 19, 2018*



*State Corporation Commission*

*Attest:*

*Joel H. Beck*  
Clerk of the Commission



**Subject:** Roller Skating Survey

**Date:** Wednesday, October 25, 2017 2:55:53 PM Eastern Daylight Time

**From:** Kristen Simpson

**To:** Scott Sayre

Hi Scott,

Here is the roller skating survey for approval.

Thank you,

Kristen

*Kristen Simpson*

Commercial Sales Representative

Promotional Products Rockbridge County Sales Representative

Sayre Enterprises, Inc.

45 Natural Bridge School Road

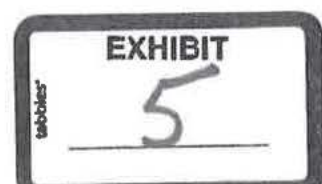
PO Box 52

Natural Bridge Station, VA 24579

(P) 540-291-3800, EXT: 215

(F) 540-291-2017

[ksimpson@sayreinc.com](mailto:ksimpson@sayreinc.com)



**Subject:** Skating

**Date:** Thursday, November 2, 2017 12:18:59 PM Eastern Daylight Time

**From:** Jessica Ayers

**To:** Scott Sayre

**CC:** Allen Fitzgerald, Rebecca Austin

I know we had talked and Allen and Thomas wanted to open for that one day in November. From a financial stand point, my vote is to not reopen and try to sell the roller skates and any other skating stuff/equipment we will not be using.

Ultimately, the final decision is yours. I just need final say so I can post on our Facebook.

Thoughts?

Jessica Ayers

Accounting Assistant

**SAYRE.**

**Sayre Enterprises, Inc** | P.O. Box 52 | Natural Bridge Station, VA 24579

Telephone: 540.291.3812 | Facsimile: 540.291.2017

E-Mail: [jayers@sayreinc.com](mailto:jayers@sayreinc.com) | Website: [www.sayreinc.com](http://www.sayreinc.com)

**Verification**

I, Scott Sayre, declare as follows:

1. I am a Respondent to MUR 7373 in my capacity as Chairman, 6<sup>th</sup> Congressional District Republican Committee and CEO, Sayre Enterprises, Inc.
2. I am over 18 years of age.
3. I have personal knowledge of the facts about the 6<sup>th</sup> District Committee and Sayre Enterprises, Inc., its contracts, business, transactions, and intents, including those set out in the Response of Respondent Scott Sayre and Sayre Enterprises, Inc., and if called upon to testify I would competently testify as to the matters stated herein.
4. I verify under penalty of perjury under the laws of the United States of America that the factual statements in the Response of Respondent Scott Sayre, et al. concerning the 6<sup>th</sup> District Committee and Sayre Enterprises, Inc., its activities, and its intentions are true and correct. 28 U.S.C. 1746.

Executed on June 13, 2018

  
\_\_\_\_\_  
R. Scott Sayre

**Verification**

I, Cynthia Dunbar, declare as follows:

1. I am also a Respondent to MUR 7373
2. I am over 18 years of age.
3. I am the owner of Educational Ventures, LLC, which was retained by Scott Sayre and Sayre Enterprises, Inc. to perform contracted work being paid during the period of September, October and November 2017. I have personal knowledge of the facts about Myself, Educational Ventures, LLC, its contracts, business, transactions, and intents, including those set out in the MUR 7373 Response of Respondent Scott Sayre and Sayre Enterprises, Inc., and if called upon to testify I would competently testify as to the matters stated herein.
4. I verify under penalty of perjury under the laws of the United States of America that the factual statements in the Response of Respondent Scott Sayre, et al. concerning me and Educational Ventures, LLC, its activities, and its intentions are true and correct. 28 U.S.C. 1746.

Executed on

06/13/18

Cynthia Dunbar  
Cynthia Dunbar

**Verification**

I, Scott Sayre, declare as follows:

1. I am over 18 years of age.

2. I am a Respondent to MUR 7388 in my capacity as CEO of Sayre Enterprises, Inc. a Virginia corporation. I have personal knowledge of the facts about myself, Sayre Enterprises, Inc., its contracts, business, transactions, and intents, including those set out in the Response of Sayre Enterprises, Inc. to MUR 7388 and if called upon to testify I would competently testify as to the matters stated therein.

3. I verify under penalty of perjury under the laws of the United States of America that the factual statements in the Response of Sayre Enterprises, Inc. to MUR 7388 concerning Sayre Enterprises, its activities, and its intentions are true and correct. 28 U.S.C. 1746.

Executed on July 12, 2018.

\_\_\_\_\_  
Scott Sayre