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August 10, 2020

Federal Election Commission
Office of Complaints Examination & Legal Administration
Attn: Kathryn Ross, Paralegal
1050 First Street, NE
Washington, DC 20463
cela@fec.gov

Re: MUR 7729- Ryan Call

Dear Ms. Ross,

Thank you for the extension of time to respond to the to the Complaint filed by Rebuilding America Now (“RAN”) on behalf of my client Ryan Call. The undersigned respectfully requests that this communication and matter remain confidential in accordance with 52 U.S.C. § 30109(a)(4)(B) and § 30109(a)(12)(A).

For the reasons set forth in this Response, I request that you dismiss the Complaint against Mr. Call.

I. Background

RAN is an unincorporated nonprofit association that was registered with the Federal Election Commission (“FEC”) as an independent expenditure-only federal political committee (Federal SuperPAC) on June 2, 2016.

Mr. Call served as RAN’s Treasurer and only designated officer, as reflected in the committee registration form and filings with the FEC, from the time the RAN was initially registered with the Federal Election Commission on June 2, 2016, until Mr. Call’s resignation as

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RAN's Treasurer on June 4, 2019. Cleta Mitchell, an attorney with the law firm of Foley & Lardner in Washington DC, served as the organization's general counsel who interviewed and hired Mr. Call. She worked closely with the consultants, and some of the independent contractors. RAN also retained Christopher Marston, Christina Culver, Laurence "Laury" Gay, and Kenneth "Ken" McKay, among others, to assist the committee in various roles as independent contractors although none were officers or directors. However, in certain limited communications, Mr. Martson, an attorney, accountant and campaign finance specialist, was identified at times as the "Assistant Treasurer," and Christina Culver, the professional fundraiser, was identified at times as the "Finance Director" for Rebuilding America Now. See Exhibit 1 to the Complaint for a description of these various individuals and their roles.

RAN utilized an online campaign finance reporting software platform called "Crimson" and "Crimson Filer" from CDMI to track contributions, payments, and generate and file FEC reports. Mr. Martson, through his company Election CFO, LLC, was principally responsible for inputting information regarding contributions to RAN into the Crimson FEC filing software, and Mr. Call was principally responsible for inputting, managing, and reporting expenditures. Mr. Call and Mr. Marston were both authorized signers on RAN's bank account. Mr. Marston had access to and routinely reviewed RAN's bank account statements and regularly utilized the CDMI filing software system while Mr. Call was treasurer. Mr. Call understood and believed that Ms. Mitchell also had access to the bank account information and the CDMI filing software based on communications with her and Mr. Martson. She knew by 2018 if not before that Mr. Call was paid a consulting fee.

The engagement agreement with Hale Westfall LLP ("Hale Westfall"), dated June 15, 2016, a copy of which was included as Exhibit 2 to the Complaint, set for the services that would be provided by the law firm for campaign finance compliance and reporting responsibilities with the FEC. The agreement designated Mr. Call as the committee's "Treasurer" for purposes of FEC committee registration and filings, and certain other potential legal work related to RAN's campaign and political operations. As the engagement agreement described, however, the anticipated scope of legal and campaign compliance representation with Hale Westfall was anticipated to be limited: "Based on the initial scope of the matters you have asked us to address on behalf of this new political organization and federal independent expenditure committee,..., I anticipate the time and costs associated with these matters is not likely to exceed 10-15 hours per week by members of this firm." (June 15, 2016, Hale Westfall LLP / RAN Engagement Agreement, pg. 3).

The June 15, 2016, engagement agreement replaced a prior draft of a proposed engagement agreement on which Ms. Mitchell was the signatory as general counsel for RAN.



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Mr. Martson was the signatory for the June 15, 2016 engagement agreement. Mr. Call believes he signed all other contracts and vendor agreements for RAN as RAN's sole officer.

Mr. Call's work for RAN quickly expanded beyond the initial limited scope contemplated for legal and compliance-related responsibilities through Hale Westfall. The work included more hands-on role with managing the day-to-day political operations of RAN as Treasurer as well as providing political advice and assistance to RAN's principal political consultants. This precluded Mr. Call from taking on additional work at the law firm. The work provided by Mr. Call was no longer 10-15 hours a week but often 40 plus hours a week. In July 2016, Mr. Call began having RAN pay amounts to him directly for the additional operational, strategic, and political consulting work. At the time, Mr. Call believed the most appropriate way to account for his additional time for the consulting and operations work was to make payments roughly equivalent to his estimates of the amount of time being spent for work performed per the engagement agreement with Hale Westfall for the legal and compliance-related work. As the Treasurer and sole officer of RAN, Mr. Call had corporate authority to approve and make these additional payments for work and services rendered.

After the individual itemized billing entries and invoices for legal work performed and billed to RAN by Hale Westfall were subsequently generated and reviewed, Mr. Call determined certain work performed by him for RAN's benefit in the late summer and early fall would be better characterized as legal and compliance-related. He therefore paid two outstanding invoices of \$33,500.00 directly to Hale Westfall from funds he had received for his consulting and operations work. In the subsequently filed disclosure reports to the FEC, reflecting certain of these payments, Mr. Call as Treasurer reported them as payments to Hale Westfall in accordance with what he believed and understood to be the FEC rules and requirements regarding payments to the "ultimate vendor."

All the consultants including Mr. Call received a bonus after the election. Work for RAN continued starting January of 2017 through January 2019, although the work was considerably less than during the height of the presidential campaign. Mr. Call continued to provide legal and compliance-related work through Hale Westfall. Messrs. Gay and Martson and Ms. Culver continued to receive monthly flat fee payments for the work they were doing. Mr. Call continued to provided consulting work apart from the legal and compliance work. Beginning in May 2017, Mr. Call determined that a flat monthly retainer of \$5,000 was appropriate and Mr. Call had discussions with Mr. Gay regarding Mr. Call's ongoing political consulting and strategy work on behalf of RAN. Both Mr. Marston and Ms. Mitchell also became aware that these flat monthly retainers were being paid.



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Using the standard form of a political consulting contract that RAN had utilized with other vendors, and which Mr. Call had executed in his capacity as Treasurer for multiple vendors and political consultants previously, Mr. Call subsequently created and executed a contract with RAN on August 16, 2017, to formalize and document this \$5,000 flat monthly retainer. Mr. Call recalls mailing a courtesy copy of this contract to Mr. Gay in late August 2017 as he did not believe he needed Mr. Gay to sign. A copy of this PAC Consulting Contract between RAN and Mr. Call is provided as Exhibit A. The copy provided is what Hale Westfall provided to Ms. Mitchell.

In the fall of 2018, Mr. Call learned that RAN or other potentially certain unknown persons were being investigated by the U.S. Attorney's Office for the Eastern District of New York. Mr. Call assisted Ms. Mitchell in identifying and preparing certain responses and identifying documents in connection with a subpoena. Mr. Call has no additional knowledge regarding the scope of or ultimate outcome of that investigation.

In mid-December of 2018, Mr. Call also became aware of additional possible civil and potentially criminal investigations into RAN and certain of its political consultants and media vendors, alerted to such by both Ms. Mitchell and in certain news reports. In early January 2019 Mr. Call was additionally informed by Ms. Mitchell that RAN might have some other issues related to certain vendors and consultant in connection with the 2016 the election. Over the course of the spring of 2019, Mr. Call was concerned that Ms. Mitchell or certain consultants associated with RAN would either mischaracterize his work and his and their knowledge about the work of RAN in an attempt to shift blame and responsibility, or attempt to recover funds from him or from his law firm.

Mr. Call was contacted in August of 2019 by an investigator from the Department of Justice, Public Integrity Section, in connection with an investigation relating to RAN and has been cooperating in that investigation. Fredric M. Winocur represents Mr. Call with respect to the Department of Justice investigation.

Mr. Call retained undersigned counsel in early August 2019 to represent him in his individual capacity, resulting in his resignation from the law firm shortly thereafter.¹

¹ Hale Westfall's discussion in its Response to the FEC Complaint about Mr. Call leaving the firm is incorrect. The firm also makes other assumptions that are incorrect.



II. Response to Allegations of Violations of Law by Mr. Call as RAN Treasurer

The Complaint significantly mischaracterizes Mr. Call's conduct in connection with RAN, and vastly overstates the expenditures at issue and alleges the misappropriation of funds amounting to \$278,169.45. The Complaint appears to conflate and include in this sum not only all payments made to Mr. Call in his individual capacity for consulting and operations, which the Complaint incorrectly asserts were made without authority, but also all payments to the law firm of Hale Westfall, and a certain number of expense reimbursement payments paid to one of RAN's political consultants, Mr. Gay. The law firm billed and was paid approximately \$182,000.00. The Complaint does not also reflect accurately amounts paid by Mr. Call to Hale Westfall on behalf of RAN for outstanding law firm invoices, as described above, nor does the Complaint account for amounts reimbursed directly to RAN by Mr. Call in 2018 and 2019 as offsets against payments made and subsequently reimbursed when made within certain FEC reporting periods.

The Complaint also fails to put payments received by Mr. Call or Hale Westfall in the context of the retainers and amounts being paid to other consultants and vendors, including Ms. Mitchell's law firm of Foley & Lardner. The Complaint makes no mention that at all times Mr. Marston and Ms. Mitchell had access to all relevant bank records and the information inputted or contained in the CMDI Crimson filing software. Finally, the Complaint fails to acknowledge that Mr. Marston or Ms. Mitchell had ample opportunity to review the FEC filings and address any discrepancies or perceived irregularities over the course of Mr. Call's involvement and work with RAN.

With respect to the Complaint's specific allegations regarding the failure to properly account for contributions and expenditures, and the allegations regarding false reporting of the committee's receipts and disbursements, the following additional information is provided:

Re: \$1 million dollar contribution received on October 31, 2016:

The FEC has already been provided with an explanation in a response to an RFAI submitted on March 19, 2019 describing the facts and circumstances surrounding the failure to properly report a single contribution in the amount of \$1 million dollars on the original 30-Day Post-General Report (covering the period of 10/20/2016 - 11/28/2016), and subsequently included on the Amended 30-Day Post-General Report (10/20/2016 - 11/28/2016) filed on behalf of RAN on 11/02/2018, which disclosed itemized details regarding that single contribution received by the committee immediately prior to the November 2016 general election.



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As Mr. Call explained in RAN's March 19, 2019 response to the FEC, a contribution in the amount of \$1,000,000 had been received from a particular donor on 10/20/2016, and properly disclosed on line 11AI the original 30-Day Post-General Report filed 12/8/2016. A second contribution - from the same donor for the same amount - was also received by the Committee eleven days later, on 10/31/2016, but was not initially included in the original 30-Day Post-General Report filed 12/8/2016 because the deposit had either apparently been made directly by the fundraising consultant or made via wire transfer, and didn't go through the typical process of having contributions managed and tracked by Christopher Marson for inputting into the Crimson FEC filing software. Mr. Martson was principally responsible for tracking and inputting donation information. When Mr. Call prepared and filed the initial and original 30-Day Post-General Report (filed on 12/8/2016) in his capacity as Treasurer, he believed the \$1m contribution on 10/31/2016 was a duplicate entry from the prior identical 10/20/2016 contribution. A copy of the Post-General Report filed 12/8/2016 was provided to both Christopher Marston, Cleta Mitchell, and Christina Culver. None of them, including Mr. Martson, caught the omission in the initially filed report.

In preparing the Year-End 2016 Report, and reviewing and reconciling the December 31, 2016 year-end bank statements, other bank statements, and activity of RAN for the time period since the October 2016 Quarterly Report, Mr. Call determined that there were in fact two contributions from the same donor for the same amount both received in late October 2016. Mr. Call then entered the additional 10/31/2016 contribution for \$1,000,000 into Crimson Filer) and filed the Year-End 2016 report on 2/01/2017 with year-end balances that reconciled with the year-end bank records of the Committee. Mr. Call believed at the time that by adding the additional 10/31/2016 in connection with the preparation and filing of the Year-End 2016 Report, and selecting previously unreported transactions covering the period since the October 2016 Quarterly Report, that the additional detail for the 10/31/2016 contribution would be included and properly disclosed in the Year-End 2016 Report, particularly since the beginning and ending year-end reported cash on hand in the disclosure report reconciled with the 2016 bank records of the Committee.

Mr. Call acknowledges receipt of a Request for Additional Information ("RFAI") from the FEC a few months later, which asked for clarification regarding why the ending "cash on hand" balance reported at the end of the 30-Day Post-General Report filed 12/8/2016 did not apparently match the balances reported in the Year-End 2016 Report, and exchanged messages and had a few conversations with the FEC representative from the Reports Division assigned to review the filings of the committee, but Mr. Call believed that the filing the Year-End 2016 report (with what he believed at the time included the information regarding the 10/31/2016 contribution) and subsequent filings were sufficient to respond to the FEC inquiries. Mr. Call



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did not prepare or submit a formal written response to this RFAI, believing that the subsequent filings were sufficient to address the issue.

While conducting a routine review of all the prior filings, RFAI communications from the FEC, and an internal audit of the financial records of the Committee in late September of 2018 in advance of the 2018 General Election (during which the Committee was not active in conducting electioneering activities), Mr. Call re-reviewed the RFAIs, the prior 2016 Pre-General and 2016 Post-General filings, as well as the Year-End 2016 Report, and determined that while the year-end cash on hand balances for the Year-End 2016 Report and the starting balances for the Mid-Year 2017 reports appeared to be correctly reported, and the value of the contribution was included within the Committee's reported cash-on-hand balances, the additional 10/31/2016 contribution was not itemized and did not appear properly in the previously filed Year-End 2016 Report. Soon after the inadvertent omission of itemized detail regarding the single 10/31/2016 contribution from the prior election cycle was identified, Mr. Call filed a *sua sponte* amendment to the 30-Day Post-General Report to correct the inadvertent omission and to provide clarity for the public record. In response to the filing of this amendment to the 30-Day Post-General Report filed on 11/02/2018, RAN received a RFAI letter dated February 12, 2019, three months later, seeking information as to why the previously unreported \$1m contribution was not itemized on the original 30-Day Post-General Report filed 12/8/2016. Mr. Call responded to that RFAI request with an explanation of the above, and a copy of that response, filed both as a letter and uploaded to the FEC filing system as a Memo Entry. The FEC has the RFAI and Response. I am attaching the Memo Entry as Exhibit B.

When Ms. Mitchell was made aware in December 2018 that Mr. Call had filed the Amended 30-Day Post-General Report (10/20/2016 - 11/28/2016) on 11/02/2018 to include additional itemized details regarding that additional \$1m contribution received by RAN immediately prior to the November 2016 general election, she expressed frustration to Mr. Call. Specifically, Ms. Mitchell expressed frustration that the information had been provided so long after the 2016 elections, particularly when the FEC had taken no further action in connection with the RFAI received in the spring of 2017 which asked for clarification regarding why the ending "cash on hand" balance reported at the end of the 30-Day Post-General Report filed 12/8/2016 did not apparently match the balances reported in the Year-End 2016 Report. Ms. Mitchell expressed to Mr. Call that if he had consulted with her about it first, she might have advised that it would be better to leave it alone, or similar words to that effect.



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Re: Disbursements reported by the Treasurer as having been paid to various other persons as expense reimbursements:

Expense reimbursements were routinely paid to certain of RAN's political consultants and vendors, including travel expense-related reimbursements most notably to Mr. Gay. As to the travel-related expense reimbursements specifically identified in the Complaint, and the reporting of the ultimate vendors of those travel-related expenses, an itemized spreadsheet prepared by Mr. Gay's accountant or Mr. Gay was provided. As RAN's Treasurer, Mr. Call believed it was sufficient to rely upon the representations and accounting of travel-related expenses provided by Mr. Gay's CPA, and to rely on Mr. Gay's own affirmative representation that all the expenses identified in his expense reimbursement requests were appropriate and related to work being performed by RAN. Mr. Call believed it was common practice for Treasurers of FEC-registered committees to rely upon invoices from commercial vendors and consultants that itemize expenses for reimbursement. Mr. Call had no reason to believe a CPA would not have done his due diligence in putting together the spreadsheet. Those spreadsheets and correspondence about them are part of RAN's records and additional documentation regarding itemized expenses can be obtained from Mr. Gay's CPA if such documentation is needed.

November 25, 2016 disbursement in the amount of \$23,135.00:

Bank records reviewed by Mr. Call confirm that a wire in the amount of \$23,135.00 was made by RAN and received by him on that date, in payment for political consulting-related work performed on behalf of the committee, independent of legal and compliance-related work through Hale Westfall.

Additional Claims, Records and Documentation:

As to all other allegations in the Complaint not specifically addressed above, Mr. Call denies them. Given the current and ongoing investigation by the Public Integrity Section of the U.S. Department of Justice, Mr. Call is reticent to provide additional information and documentation for several reasons, including but not limited to being unable to disclose the nature of an ongoing investigation or his cooperation therewith, as well as the possible disclosure of attorney-client privileged communications, work product, or some other privilege.

Pending conclusion of the Department of Justice's investigation, Mr. Call would be more than willing to provide copies of records and additional information to substantiate and provide greater clarity to this response and aid the Commission's ability to provide recommendations regarding how to resolve this matter appropriately.



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Ms. Mitchell and Mr. Martson failed to account for Hale Westfall invoices that Mr. Call paid directly, and for monies Mr. Call repaid to RAN in 2018 and 2019. They also failed to properly account for funds paid by RAN to Hale Westfall for legal services provided, and for funds legitimately received by Ryan Call for services provided pursuant to his consulting agreement with RAN.

I believe this letter together with previous letter sent in 2019 by Mr. Call as Treasurer for RAN responds to the allegations in the Complaint. I ask you take no further action.

Thank you.

Respectfully submitted,

A handwritten signature in black ink that reads "Nancy L. Cohen". The signature is written in a cursive style with a long horizontal line extending to the right from the end of the name.

Nancy L. Cohen



EXHIBIT

A

8/15/19 - Recd from RC

PAC Consulting Contract

This Agreement is entered into effective the 1st day of January, 2017, by and between **Rebuilding America Now** (“the PAC”) and **Ryan Call** (“Consultant”), (collectively “the Parties”).

WITNESSETH:

WHEREAS, PAC is an independent expenditures only political action committee filed of record with the Federal Election Commission, and

WHEREAS, Consultant is in the business of providing political strategy consulting and fundraising advice and assistance to nonprofit organizations, political campaigns and committees, and has expertise in a field important to the PAC, and

WHEREAS, PAC desires to engage Consultant for performance of services as described herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I -- DUTIES OF CONSULTANT

A. Services to be Provided. Consultant’s Services will be to assist Laurance “Laury” Gay, the PAC’s general political consultant, and Christina Culver, the PAC’s finance director, in connection with political strategy consulting and fundraising support and assistance, as directed (hereafter, “the Services”). The parties acknowledge and agree that these Services to be provided are in addition to the terms and conditions of the Engagement Agreement for legal services that exists between Rebuilding America Now and the law firm of Hale Westfall, LLP.

B. Directives. In performing the Services, Consultant shall routinely consult with the PAC and its principals and authorized representatives as necessary to ensure the proper implementation of the goals and programs of PAC. Notwithstanding anything in the foregoing, it is expressly understood and agreed that Consultant is an independent contractor and is not an employee of PAC.

C. Compliance Responsibilities. Consultant represents to PAC that it and its principals are knowledgeable of the compliance and legal obligations of PAC pursuant to the Federal Election Campaign Laws governing the relationship between entities such as PAC and federal candidates and political parties (“Legal Obligations”). Consultant agrees to comply with the Legal Obligations in all respects applicable to the performance of the Services under this Agreement and to consult with PAC’s legal counsel in the event Consultant has questions regarding the application of any of the Legal Obligations applicable to PAC and its activities or the activities that Consultant has agreed to perform for and on behalf of PAC.

ARTICLE II – TERM

Consultant agrees to provide the Services set forth in paragraph I.A during the period beginning from **January 1, 2017**, until termination of this agreement, subject to renegotiation or extension of terms as the Parties may agree.

ARTICLE III – COMPENSATION

A. Compensation. For performance of the duties described in Article I, PAC agrees to pay Consultant a monthly fee of up to Five Thousand Dollars (\$5,000.00) per month, and the PAC agrees that any funds payed will be deemed earned upon receipt of such payments.

B. Expenses. PAC shall reimburse Consultant for its costs and expenditures incurred by Consultant in connection with the performance of Consultant's duties and services rendered under this Agreement. Reimbursable expenses must be submitted within 30 days of occurrence and shall be accompanied by valid original receipts. Consultant's expenses under this Agreement shall be invoiced without mark-up, and shall be paid within seven (7) days of the receipt of such invoice. Consultant also agrees to obtain prior approval for any travel and/or incidental expenses. First class travel in any form is not reimbursable and shall be reimbursed only at a coach or other discounted rate.

C. Noncompliance Justifies Nonpayment. Any expenses, payments or amounts due under this agreement that do not meet the above criteria may not be paid in whole or in part until the invoice(s) comply with the provisions outlined above.

ARTICLE IV -- INDEPENDENT CONTRACTOR

A. Legal Status. The Parties agree that the legal status of Consultant with respect to PAC is that of independent contractor and not as employee. Consultant is not an agent or a legal representative of PAC and is not authorized to make any commitments for or to act as an agent of PAC for any purpose not included in the Services. Consultant may not enter into any legally binding agreement, written or oral, or take any other legal act in the name of the PAC, absent prior approval of the PAC.

B. Liability. Consultant agrees to assume exclusive liability for any and all taxes, assessment, levies or fines which may be deemed owed by it, or to any employee or contractor of Consultant as a result of performance of Services pursuant to this Agreement.

C. Taxes, Etc. It is understood and agreed that PAC will not be responsible for the payment or withholding of federal, state, and/or local taxes, payroll taxes, social security taxes, health insurance, unemployment insurance, workman's compensation benefits, and other similar personnel costs incurred by Consultant in connection with this Agreement.

ARTICLE V – INDEMNIFICATION

Consultant shall indemnify and hold PAC, its directors, officers, agents, and volunteers harmless against and from any and all claims, demands, liabilities, actions, damages, costs, and expenses related thereto (including reasonable attorneys' fees, court costs, and other expenses of litigation) and all damages and liabilities of any kind or nature whatever, arising out of or specifically attributable to improper, illegal, or fraudulent acts or misconduct of Consultant.

For any other claims or legal actions, not involving misconduct on the part of the Consultant, PAC shall indemnify and hold Consultant harmless against any and all claims, demands, liabilities, actions, damages, costs, and expenses, including reasonable attorneys' fees related to the services performed by Consultant pursuant to this Agreement.

**ARTICLE VI -- CONFIDENTIALITY AND NON-DISCLOSURE;
RETURN OF MATERIALS**

- A. Confidential and Proprietary Information.** All matters between the Parties, including but not limited to: the provisions of this Agreement, PAC mailing or donor lists; individual donor histories; polling data; financial reports; research; solicitation materials or techniques; and any other materials or methodologies which Consultant, or other proprietary information related to PAC, and the information with which Consultant may come in contact and/or which are received from or through PAC, its employees or agents, ("the Materials") are, were and shall remain the proprietary and confidential property of PAC and shall not be retained, transferred, communicated or delivered to any third party, whether or not for compensation, without the prior express written consent of PAC.
- B. Non-Disclosure.** Consultant agrees not to communicate, directly or indirectly, with any member of the news media on behalf of, for, or about PAC without the express advance consent of the PAC or unless such communications are essential to the services Consultant performs for and on behalf of PAC.
- C. Return of the Materials.** Upon the termination or expiration of this Agreement, Consultant agrees to return to PAC the Materials, and all copies thereof, and to retain no copies thereof.

ARTICLE VII -- USE OF NAME

Consultant shall not use the name, insignia or any facsimile thereof of PAC or its property, without the express written authorization of the PAC.

ARTICLE VIII-- NO PERSONAL LIABILITY

PAC is a political organization under the Internal Revenue Code and a federal political committee registered with and reporting to the Federal Election Commission. Consultant agrees that the officers, employees, and agents of PAC shall not be personally liable for any debt, liability, or obligation under this Agreement.

Consultant, like all persons, corporations, or other entities extending credit to, contracting with, or having any claim against PAC may only look to the funds and property of PAC for payment of any debt, damages, judgment, decree, or any money that may otherwise become due or payable to Consultant from PAC under this Agreement.

ARTICLE IX – NON-COORDINATION

- A.** Consultant warrants and otherwise represents that its principals are generally familiar with the regulations governing coordinated public communications promulgated by the Federal Election Commission ("FEC") and further warrants to PAC as follows:
1. Consultant agrees not to infer or otherwise represent that it is acting in any capacity as an agent of PAC other than for the specific Services described in this Agreement.
 2. Consultant agrees not to obtain or utilize by or on behalf of PAC any non-public, proprietary information obtained from or about any political party committee, or any of the specific candidate(s) or agent thereof, which candidates are identified as the beneficiaries of any expenditures of the PAC,

including those candidates identified in Exhibit A to this Agreement which may be attached hereto and amended from time to time ("Specified Candidates"), regarding the needs, activities, plans or projects of a political party, a Specified Candidate or his/her campaign, or to communicate with a political party, or a Specified Candidate or agent regarding any such non-public, proprietary information regarding a Specified Candidate and/or the Specified Candidate's campaign ("Specified Candidate Non-Public Information"). Exhibit A and the list Specified Candidates may be updated and amended from time to time at the sole discretion of PAC.

3. Consultant agrees that under no circumstances will it engage in material involvement or substantial discussions with a Specified Candidate or his/her agent, a party committee or other entity for purposes of PAC's making public communications resulting from Consultant's knowledge and information concerning a Specified Candidate's Non-Public Information.

4. Consultant represents that during the 2018 and 2020 election cycle it has not served and will not serve as a vendor to both PAC and a political party committee or a Specified Candidate, and further that it has not received or shared and will not receive or share with PAC any information regarding a Specified Candidate's Non-Public Information which Consultant may have received during the 2016, 2018 and/or 2020 election cycle from a Specified Candidate or from a political party committee, or which may be known to Consultant as a result of prior services to a Specified Candidate or a political party committee. In the event that Consultant *has* served as a vendor to a political party committee or a Specific Candidate, Consultant has disclosed that information in Exhibit A to this Agreement and has provided to PAC the approved Firewall Policy to ensure that Consultant is conducting the Services for PAC in a lawful manner consistent with the provisions of this Article.

5. Consultant further agrees that it has not and will not communicate in any manner to a political party committee or a Specified Candidate any information about PAC's activities or plans for the 2018 or 2020 election cycle.

B. Consultant agrees that breach of this provision may result in termination of this Agreement in the sole discretion of PAC and that Consultant shall be liable for any costs, fees, damages, penalties, attorneys' fees or other expenses arising from Consultant's breach of this provision.

ARTICLE X - CONFLICTS OF INTEREST

A. Other Entities. Consultant and PAC agrees that the Compensation described in this Agreement for political and strategy consulting services shall be in addition to Compensation paid by PAC to the law firm of Hale Westfall, LLP, pursuant to the Engagement Agreement for legal services with that firm, during the 2018 election cycle and that Consultant shall not receive any other compensation, gratuities or other monetary benefit as a result of its relationship to PAC. Consultant agrees to notify PAC of any financial, proprietary, or management interest in any other entity, in whatever form, in which Consultant or its principals, agents, or owners has such interest, and the nature and extent of such interest, if such other entity has or is expected to have a financial or contractual relationship with PAC, together with any financial terms and/or payments which Consultant expects to receive from such third party as a result of the third party's relationship with PAC. Consultant's failure to disclose to PAC its related financial interests on Exhibit B attached to this Agreement shall be grounds for immediate termination and refunding to PAC all amounts paid directly or indirectly to Consultant by PAC, as well as liquidated damages described in Article XII.

B. Audit of Services. Consultant agrees to maintain the necessary receipts, invoices, statements, books, records, documents and information, both financial and non-financial, in order that PAC, in its sole discretion, may require for purposes of conducting an audit of said services after the termination of this Agreement, and for purposes of providing to PAC's financial auditor(s), and to provide to PAC all such receipts, invoices, statements, books, records, documents and information, both financial and non-financial, upon PAC's request. Such receipts, invoices, statements, books and records shall be maintained by Consultant for a period of at least three (3) years from and after the end date of this agreement.

ARTICLE XI – TERMINATION

A. Term and Termination. This Agreement shall terminate on December 31, 2017 unless otherwise agreed or negotiated by the Parties. Notwithstanding the proceeding sentence, either party may terminate this Agreement at any time for any reason on 30 days written notice. In the event of termination, after payment of all compensation and reimbursement of all properly approved expenses incurred through the thirtieth day subsequent to receipt of such notice, no further liability for such termination shall attach to either party. All other provisions of this Agreement shall survive the termination of this Agreement.

ARTICLE XII – LIQUIDATED DAMAGES

Liquidated Damages. For breach of the provisions of Article VI and/or Article X, Consultant agrees to pay PAC for any breach, or threatened breach, by Consultant of any part of said Articles the sum of Ten Thousand Dollars (\$10,000.00) per occurrence as liquidated damages, in addition to any other remedies PAC may have, including actual damages, equitable or injunctive relief, and that such liquidated damages are payable to PAC without requiring PAC to show or prove it sustained actual pecuniary damages.

ARTICLE XIII - COMPLETE AGREEMENT AND NOTICES

This Agreement and the attachments hereto represent the complete and entire agreement between PAC and Consultant and completely replaces and supersedes all previous agreements, whether written or oral.

ARTICLE XIV -- MODIFICATION OR WAIVER

The failure or omission of PAC to require strict compliance with the provisions of this Agreement by Consultant, or to exercise any of its rights or remedies in any circumstance, shall not constitute a waiver by PAC of its rights, constitute a precedent, or otherwise affect the interpretation of this Agreement. No terms or provisions of this Agreement may be amended, waived, or modified except pursuant to a written agreement that expressly references this Agreement and is signed by duly authorized representatives of PAC and Consultant.

ARTICLE XV -- NOTICES

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by electronic mail to the respective addresses in the signature block of this agreement.

XVI -- NON-ASSIGNABILITY

This Agreement shall not be assigned or subcontracted by Consultant without the prior written consent of PAC.

ARTICLE XVII -- SUCCESSOR ORGANIZATIONS

Consultant agrees that all provisions of this Agreement will be binding on, or inure to the benefit of, any of its successor organizations.

ARTICLE XVIII -- CHOICE OF LAW

PAC and Consultant agree that the terms of this Agreement shall be deemed to be made under, governed by, and construed in accordance with, the laws of the District of Columbia.

ARTICLE XIX -- ATTORNEYS' FEES

In the event either party must bring suit for any reason under this Agreement, the prevailing party shall be entitled to recover from the other party all costs of such suit, including reasonable attorneys' fees.

ARTICLE XX -- HEADINGS

The headings in this Agreement are for the sole purpose of convenience of reference and shall not in any way limit or affect the meaning or interpretation of any of the terms or provisions of this Agreement.

ARTICLE XXI -- SEVERABILITY

If any of the terms or provisions of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining terms and provisions shall continue in full force and effect.

The remainder of this page left intentionally blank

IN WITNESS WHEREOF, the parties, acting individually or through their duly authorized officers or representatives, fully understand and execute this Agreement, in duplicate original, and agree to be bound by the terms and conditions thereof:



<p>For PAC: Rebuilding America Now</p> 	<p>For Consultant: Ryan Call</p> 
<p>Ryan Call, Treasurer</p>	<p>By: Ryan Call, in his personal capacity</p>
<p>Laurance Gay</p>	
<p>Date 8/16/2017</p>	<p>Date</p>
<p>Contact Information: Rebuilding America Now care of: Hale Westfall, LLP Attn.: Ryan R. Call, Esq. 1600 Stout Street, Suite 500 Denver, CO 80202 720-904-6038</p>	<p>Contact Information: Ryan Call care of: Hale Westfall, LLP 1600 Stout Street, Suite 500 Denver, CO 80202</p>

EXHIBIT
B

MISCELLANEOUS TEXT (FEC Form 99)

NAME OF COMMITTEE (In Full)
Rebuilding America Now

FEC IDENTIFICATION NUMBER
C00618876

Mailing Address PO Box 26141

City State ZIP Code
Alexandria VA 22313

March 19, 2019

Federal Election Commission
Reports Analysis Division
999 E Street, NW
Washington, DC 20463

Re: Response to February 12, 2019 RFAI – Rebuilding America Now (ID C00618876)

Dear Sir or Madam,

This letter is in response to the Request for Additional Information (RFAI) dated February 12, 2019 with respect to the Amended 30-Day Post-General Report (10/20/2016 - 11/28/2016) filed on behalf of the aforementioned Committee on 11/02/2018.

1.The Amended 30-Day Post-General Report filed on 11/02/2018 disclosed additional detail regarding a single contribution received by the committee immediately prior to the November 2016 general election. A contribution in the amount of \$1,000,000 had been received from a particular donor on 10/20/2016, and properly disclosed on line 11AI the original 30-Day Post-General Report filed 12/8/2016. A second contribution - from the same donor for the same amount - was also received by the Committee eleven days later, on 10/31/2016, but was not initially included in the original 30-Day Post-General Report filed 12/8/2016 because it appeared at the time by the Treasurer to be a duplicate entry from the prior identical 10/20/2016 contribution.

2.In preparing the Year-End 2016 Report, and reviewing and reconciling the December 31, 2016 year-end bank statements and the bank statements and activity of the Committee the period since the October 2016 Quarterly Report, the Treasurer determined that there were in fact two contributions from the same donor for the same amount both received by the Committee in late October 2016. The additional 10/31/2016 contribution for \$1,000,000 was entered by the Treasurer into the FEC filing software system (Crimson Filer) utilized by the Committee for internal accounting and FEC reporting, and the Year-End 2016 report was timely filed on 2/01/2017 with year-end balances that reconciled with the year-end bank records of the Committee. The Treasurer believed at the time that by adding the additional 10/31/2016 in connection with the preparation and filing of the Year-End 2016 Report and selecting previously unreported transactions covering the period since the October 2016 Quarterly Report, that the additional detail for the 10/31/2016 contribution would be included and disclosed in the Year-End 2016 Report, particularly since the beginning and ending year-end reported cash on hand in the disclosure report reconciled with the 2016 bank records of the Committee.

3.While conducting a routine review of all the prior filings and an internal audit of the financial records of the Committee in late September of 2018 in advance of the 2018 General Election (during which the Committee was not active in conducting electioneering activities), the Treasurer re-reviewed the prior 2016 Pre-General and 2016 Post-General filings, as well as the Year-End 2016 Report, and determined that while the year-end cash on hand balances for the Year-End 2016 Report and the starting balances for the Mid-Year 2017 reports appeared to be correctly reported, and the value of the contribution was included within the Committee's reported cash-on-hand balances, the additional 10/31/2016 contribution was not itemized and did not appear properly in the previously filed Year-End 2016 Report. Quickly after the inadvertent omission of itemized detail regarding the single 10/31/2016 contribution from the prior election cycle was identified, the Treasurer filed a sua sponte amendment to the 30-Day Post-General Report to correct the inadvertent omission and to provide clarity for the public record. In response to the filing of this amendment to the 30-Day Post-General Report filed on 11/02/2018, the Committee received a RFAI letter dated February 12, 2019, three months later.

The Committee and Committee Treasurer are committed to making every effort to comply with applicable federal campaign finance laws, and to quickly file any amendments

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Alexandria	VA	22313

to prior reports as soon as inadvertent errors or omissions are identified without waiting for any formal enforcement proceedings from the FEC. The Treasurer has since taken steps to address the way contributions are entered and FEC reports are filed, including to multiple independent review by other attorneys for the Committee and Committee representatives prior to filing future reports or amendments, in order to ensure that all contributions and expenditures that relate to the activities of the Committee are properly disclosed in the reports of the Committee moving forward.

If you have any additional questions, or require any further information or documentation in connection with the matters identified in this response to this RFAI or the reports and disclosures of the Committee, please do not hesitate to contact me.

Very truly yours,

Ryan R. Call, Esq.
Treasurer, Rebuilding America Now