






Office of General Counsel
Federal Election Commission
999 E Street, N.W.
Washington, DC 20463

Monday, November 22, 2021

TIN: 85-0869427
DUNS: 045400556
CAGE: 8N6L4
VSBE: MDVA2020-119
SBR: SB20-009204

 CALL OR TEXT
(410) 821-0496

1023 St. Paul St. 1A 
Baltimore MD 21202

(410) 821-0496 

www.FoxLionLLC.com 

To the Office of General Counsel,

In response to the Matter Under Review #7945, I would like to demonstrate to the FEC in writing that no action should be taken against Fox & Lion Communications, LLC (Fox & Lion).

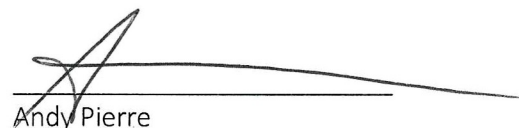
Fox & Lion was founded on April 29th, 2020, but our services were not retained by the Kim Klacik Campaign until October 2nd, 2020. Verifiable by the attached service agreement (Exhibit B) between Fox & Lion & the Kim Klacik for Congress Campaign which shows that the contract was signed by Campaign Manager Greg Stewart on October 2nd, 2020, at 6:22 am from IP address 73.191.77.131. Furthermore, the attached service agreement outlines the payment schedule and amounts that was agreed upon between the Fox & Lion and the treasurer of the Kim Klacik for Congress campaign.

In Baltimore County and Howard County, the Kim Klacik for Congress campaign did some canvassing with their volunteers. The campaign retained our services to canvass the seven Legislative districts within Baltimore City that make up the 7th Congressional District. These seven Legislative districts contained 234,542 registered voters and Fox & Lion was contracted to canvass 200,000 houses. For that we charged her the extremely low rate of \$0.75 per door equaling \$264,000.

The canvassing operation involved procuring branded pens, stuffing newspaper bags with a flyer and pen, then delivering those bags to 200,000 doors in Baltimore City (Exhibit A). We employed 202 people over the span of 30-days (most of them military veterans from MCVET) to execute the "Black Ink Ops" canvassing effort. This can be verified by reviewing the attached employee list (Exhibit C).

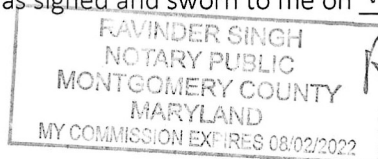
Withal, I ask that no action be taken against Fox & Lion Communications, LLC in this matter.

Best regards,



Andy Pierre
Chief Executive Officer
Fox & Lion Communications, LLC
Cell:
Office: (443) 836-5326
Fax: (410) 821-0496
e-Mail: Pierre@FoxLionLLC.com
Website: www.foxlionllc.com

The above response was signed and sworn to me on 11/22/2021, under penalty of perjury. Notary Seal:



11/22/2021
R. Singh



Fox & Lion staff packed door hanger bags with a flyer and black ink pen then went door-to-door canvassing.



5:25



< 155

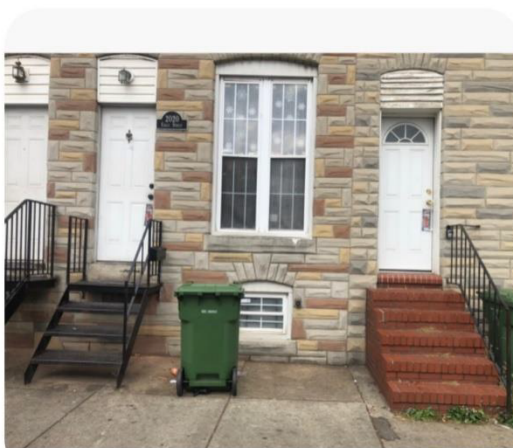


Pic Dude >

Dustin's team

Yup

Wed, Oct 28, 4:33 PM



Eagle St

Thu, Oct 29, 9:14 AM

Dustin is on his way

Thu, Oct 29, 2:25 PM



Text Message





























FOX & LION COMMUNICATIONS LLC
SERVICE AGREEMENT

This Contract for Services is made effective as of September 25, 2020, by and between Kim Klacik for Congress of 5364 Ames St NE, Washington, District of Columbia 20019 (the "Recipient"), and Fox & Lion Communications, LLC of 1023 St. Paul st, Baltimore, Maryland 21202 (the "Provider").

1. DESCRIPTION OF SERVICES. Beginning on September 25, 2020, Fox & Lion Communications, LLC will provide to Kim Klacik for Congress the services described in the attached Exhibit (collectively, the "Services").

2. PAYMENT. Payment shall be made to Provider according to the following schedule:

Event and Payment Amount

â€¢ \$75,000 upon Notice to Proceed (NTP)

â€¢ \$75,000 on October 8th 2020

â€¢ \$50,000 on October 13th 2020

â€¢ \$32,000 on October 19th 2020

â€¢ \$32,000 On November 2nd 2020

Kim Klacik for Congress shall pay all costs of collection, including without limitation, reasonable attorney fees. In addition to any other right or remedy provided by law, if Kim Klacik for Congress fails to pay for the Services when due, Fox & Lion Communications, LLC has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

3. TERM. This Contract will terminate automatically upon completion by Provider of the Services required by this Contract.

4. INDEPENDENT CONTRACTOR. It is the express intention of both parties that the Provider shall remain an independent contractor and not an employee of Recipient. Unless formally agreed in a separate written agreement, nothing in this Agreement or the course of conduct of the parties shall be interpreted as creating an employer/employee relationship. Provider 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 Provider as a result of performance of Services pursuant to this Agreement. It is understood and agreed that Recipient 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 Provider in connection with this Agreement.

5. WORK PRODUCT OWNERSHIP. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other information (collectively the "Work Product") developed in whole or in part by Provider in connection with the Services will be the exclusive property of Recipient. Upon request, the Provider will execute, within a reasonable period of time, all documents necessary to confirm or perfect the exclusive ownership of Recipient to the Work Product.

6. COMPLIANCE RESPONSIBILITIES. Provider represents to the Recipient that it is knowledgeable of the Recipient's potential compliance and legal obligations pursuant to the Federal Election Campaign Act of 1971, as amended ("FECA"), and agrees to comply with all applicable laws in respect to the performance of the Services under this Agreement and to consult with the Recipient's legal counsel in the event Provider has questions regarding the application of any provision of Federal law to the Provider's Services for the Recipient. Provider shall not coordinate with any political committee, entity, or individual in violation of FECA or Federal Election Commission regulations. Provider shall implement and strictly adhere to an internal firewall policy that will safeguard and ensure that Provider does not facilitate the conveyance of the Recipient's plans, projects, activities, or needs, that could be material to the creation, production, or distribution of any public communication, to any of Provider's other clients, or to any political party committee, independent expenditure-only committee, or 501(c)(4) social welfare organization.

7. AUTHORSHIP. Provider hereby warrants that it, its agents or its representatives, are the sole authors of work to be produced, developed and/or published under this Agreement, and that such work is an original work of Provider. Provider further warrants that the work to be produced or performed under this Agreement does not infringe upon any copyright, violate any right of privacy, or contain libelous material; and that Provider possesses full power to enter into this Agreement.

8. CONFIDENTIALITY. Provider, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Provider, or divulge, disclose, or communicate in any manner, any information that is proprietary to Recipient. Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Any oral or written waiver by Recipient of these confidentiality obligations which allows Provider to disclose Recipient's confidential information to a third party will be limited to a single occurrence tied to the specific information disclosed to the specific third party, and the confidentiality clause will continue to be in effect for all other occurrences. Upon termination of this Contract, Provider will return to Recipient all records, notes, documentation and other items that were used, created, or controlled by Provider during the term of this Contract.

9. INDEMNIFICATION. Provider agrees to indemnify and hold Recipient harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Recipient that result from the acts or omissions of Provider and/or Provider's employees, agents, or representatives. Recipient agrees to indemnify and hold Provider harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Provider that result from the acts or omissions of Recipient and/or Recipient's employees, agents, or representatives.

10. CONFLICT OF INTEREST. Provider agrees to notify Recipient of any existing or potential conflicts of interest related to services provided under this Agreement. Provider represents that its prior work presents neither the actuality nor the appearance of any such conflicts. Any potential conflicts must be resolved to the satisfaction of Recipient prior to payment of any compensation under this Agreement.

11. WARRANTY. Provider shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Provider's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Provider on similar projects.

12. DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

13. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the effective date of such notice to cure the default(s). Unless waived in writing by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

14. FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force

Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages or other labor disputes, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

15. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation within 30 days, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

Any controversies or disputes arising out of or relating to this Agreement will be resolved by binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court in the state of Maryland.

16. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

17. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

18. AMENDMENT. This Contract may be modified or amended in writing by mutual agreement between the parties, if the writing is signed by the party obligated under the amendment.

19. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Maryland.

20. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

21. ATTORNEY'S FEES TO PREVAILING PARTY. In any action arising hereunder or any separate action pertaining to the validity of this Agreement, the prevailing party shall be awarded reasonable attorney's fees and costs, both in the trial court and on appeal.

22. CONSTRUCTION AND INTERPRETATION. The rule requiring construction or interpretation against the drafter is waived. The document shall be deemed as if it were drafted by both parties in a mutual effort.

23. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

This Service Agreement is executed and agreed to by:

Andy Pierre

Andy Pierre

October 01, 2020 at 01:11 pm
Recorded at IP 68.33.171.12

Greg Stewart

Greg Stewart

October 02, 2020 at 06:22 am
Recorded at IP 73.191.77.131

EXHIBIT A: DESCRIPTION OF SERVICES

MD Voter File

To augment the current voter data that the campaign already has we will be providing access to our voter file that we acquired from Aristotle, a national data provider. Our file includes roughly 400K names and addresses, 145K mobile phone numbers, 185K e-mail addresses, 137K home phone numbers for registered voters in the 7th Congressional District. Further through Geofencing will also be passively collecting contact information through text-in keywords and webforms.

Text Messaging

We intend to make **12 contacts** with voters of the 7th Congressional District through text messaging

- 3-Million MMS credits (Can be used to send SMS up to 400 Characters, Pictures, and Video MMS)
1. Text Message Survey: “How do you feel about the results of the Special Election? Knowing that the 1994 Crime Bill that Congressman Mfume co-sponsored has separated more children from their families than cracking down on undocumented immigrants.”
 2. Text Invite to a Virtual Q&A Session – A simple Livestream with Kim that we market specifically to voters in the 7th district, People will text in their questions and Kim can answer them on air.
 3. Text Message Survey about Federal Support for Blight Reduction Initiatives
 4. Text Message Survey about Federal Support for Crime Reduction Initiatives
 5. Text Message Survey about the Survivor to Investor Initiative
 6. Text Message Survey about reducing teen pregnancies by allowing over-the-counter contraceptives
 7. Text Message Reminder on Voter Registration Deadline
 8. Text Message Reminder on Ballot Request Deadline
 9. Text Message Reminder on Mail-In Ballot Deadlines
 10. Text Message Reminder on Ballot Drop-Off Locations
 11. Text Message Reminder on In-Person Voting Locations
 12. Text Message Reminder(s) for when the polls are closing

#BlackInkOps GOTV

This GOTV Strategy is designed to reach the voters who plan on voting by mail before they put their ballot in the mailbox. We will deploy teams across the district with door hangers and individually packaged pens immediately after the board of elections announces that the ballots are in the mail. The teams will be putting up 200K door hangers with pens glued to them on doors (Our partner on this will confirm delivery through GPS).

The distribution will be prioritized based on the concentration of Republican voters, the concentration of black voters, and the concentration of poor voters. The door hanger will look like a ballot and with Kim's name-checked off and whomever she chooses to endorse on one side and a "Why you should vote for Kim" list on the other side.

Fox & Lion Communications, LLC

Employee List

Name

Aaliyah Wright

Alaysha Hazelwood

Alia Marra

Amber Barbour

Andrea Robinson

Andregus Pearson

Angel Cook

Angela Eberhart

Anthony Dunn

Anthony Elleby

Antone Smith

Aquan Hines

Arnetta King

Arvel Bright

Ashia Mwangi

Bernadette Peters

Brandon Coates

Breauna Dunn

Breontae High

Brian Beard

Brian Garland

Brian Sinclair

Bridgette Jones

Brionna High

Britt House

Brittany Bailey

Brooke Segal

Broooke segal

Bryan Dunn

Bryan Edmonds

Caleb Swain

charlene Liggins

Charles Buckner

Charles Moore

Cheryl Berry

Chester McDonald

Chris Ware

Christopher Anderson

Craig Barnes

Curtis Washington

Damaryan JAMES

Damaryan walker

Name

Damarye Walker

Daniel Dorsey

Daniel Ross

Daquan Williams

Darah Barbour

Darnell Dupree

Darrel Barbour

Dates, Doreen

David Temple

David Holland

Davont'a Harrison-Greene

Dawayne Hyatt

Debra Morton-Bey

Deion Dorsey

Demetrius Wallace

Dennis Richter

Derrick Curtis

Derrick Dunn

Derrick Howard

Derrick Jones

Derwin Burch

Devon Thomas

Diane Lloyd

Djuan Price

Dondi Smith

Donna Griffin

Donyea Smith

Duane Anthony

Duane Cain

Dustin Hall

Duwayne Hyatt

Edward Kingwood

Emily Maddox

Emmanuel Brown

Eric Curtis

Eric Corbett

Eric Cornish

Eric Johnson

Erica Tate

Falcon, Rian

Frantz, Cory

Freeman Nelson

Genard Barr

Glen Smith

Glenda Jackson

Gregory Smith

Gregory Davis Jr.

Name

Henry Taliaferro

Hollis Montgomery

Holt Gerard

Isaac Brown

Ja'von Taylor

Jacoba Kellam

Jacqueline Smith

Jameca Hill

James Hilditch

Janae Smith

Janica Johnson

Jasmine Taylor

Jean Aine

Jeffrey Salter

Jerome Jackson

Jerome Talley

John Wisner

Johnny Johnson Jr

Joseph Green

Judith Pearl

Kari Rund

Karran Canady

Katrina Brooks

Keenan Lanteon

Keith Alexander

Kellam Talisha

Kelly Bailey

Kenneth Holmes

Kenneth Williamson

Kevin Lynch

Kevin Price

Kim Heath

Kimberly Fee

Lai'Jae Livingston

Lakiarra Williams

Laterris Brown

Latoya Wilson

Lauren Byrd

Lauren Rowlette

Laurence Oliver

Lenard Green

Leona Lewis

Louis Hill

Mabel McNair

Malik Robinson

Marc Watson

Marcus Manns

Name

Mark Radakovic

Martin Dorsey

Marvin Alston

Maurice Johnson

Michael Vigliotti

Micheal Bowen

Micheal Hurst

Micheal Winchester

Michelle Andrews

Mikeyel Ford

Monica Few

Moses Mcneill

Mr. Andy Pierre

Myra McFadden

Nannette Brown

Nyjah Wesson

Omri Segal-Jackson

Pamela Crockett

Paulette Martells

Pennie Coleman

Raina Curtis

Raymod Andrew

Raymond Burke

Raymond Morgan

Reginald Mitchell

Richard Atwood

Richard Bennett

Richard Brown

Robert Bennet

Robert Green

Robert Holmes

Robert Traylor

Robin Falcon

Robin Segal

Roderick Johnson

Rodney Blackston

Ronald Johnson

Ronald Miller

Sandra Oliver

Sean Acker

Sevon Johnson

Shaila Robinson

Shanae Lee

Shanika Robinson

Shanta Gates

Shantanae Howell

Shaude Thompson

Name

Shawn Coombs

Sheila Solomon

Solomon Lynch

Sr Keith Butler

Sr Mark Radakovic

Stacey McConnell

Stafford Willis

Stedman McConnell

Sylvia Ford

Tat Burch

Tiffany Albright

Tonya Lambert

Travis Grey

Trevelle Mitchell

Trevor Savoy

Turon Kosh

Victor Fryer

Wayne Kendall

Wendy Redden

Whitney Chase

William Edmonds

William Tyler

Willie Miller

Yalonda Pulley