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FEDERAL ELECTION COMMISSION

DECEMBER 23, 2021 2:18 PM

OFFICE OF GENERAL COUNSEL

C2G STRATEGIES, LLC

Robyn Cain and William Cain, Managing Partners
7410 Waterfall Drive, McKinney, TX 75072
Phone: 214-293-7552
Email: robyn@c2gstrategies.com

December 24, 2021

MUR 7950

Federal Election Commission
Office of General Counsel
1050 First Street, NE
Washington, DC 20463

This letter and its accompanying documentation serve as a formal complaint with the FEC due to our services contract not being upheld by the Jessica Mason for Congress Campaign, TX-30. Because we have been met with repeated refusal by the campaign to settle the debt and accurately reflect it on its FEC filings, it is our intent to ensure that the record is accurate for voters, donors, and the general public.

We are attaching copies of the contract between our parties which indicate the agreed terms. We are also including supporting documentation outlining that the Campaign acknowledged the debt, which to our knowledge is not reflected on their FEC filings as of the date of this complaint.

We have done our best to settle this dissolution professionally and have been met with refusal to adhere to the terms of the contract multiple times.

Below is a timeline and record of C2G's attempts to collect this outstanding and delinquent debt from the campaign. Copies of these communications are attached to this packet:

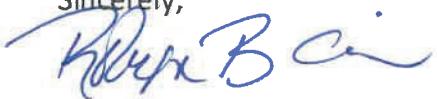
09/14/21 – Final invoice sent via email to campaign with no reply
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11/19/21 – Robyn Cain made a final offer to the campaign to settle the balance for \$665 via email.
11/19/21 – Kavin Jagnarain refused to settle the invoice, stating that he would be referring the matter to the campaign's attorney. This is the last contact we have had with the campaign

12/20/21 – C2G sent a final attempt to collect the outstanding debt from the Jessica Mason for Congress campaign via email and was met with no reply as of the date of this letter

While the campaign has noted a refusal to pay this valid debt, C2G has provided several opportunities to resolve this between our two parties to avoid a formal complaint being filed with the FEC.

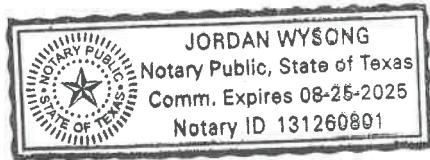
Unfortunately, due to the campaign's inaction, we've been left with no alternative but to take these steps.

Sincerely,



Robyn Cain, Co-Founder, C2G Strategies, LLC

Signed, Sworn to, before me Jordan Wysong (notary public) this 23rd day of December, 2021 by Robyn Cain.



Consulting Agreement

Jessica Mason Campaign and

C2G Strategies, LLC

This Scope of Work Agreement (the "Agreement"), by and between the **Jessica Mason for Congress Campaign**, an unincorporated political committee hereafter "**Campaign**", and **C2G Strategies LLC**, hereafter "**C2G**" shall be effective as of January 1, 2021. **Campaign** and **C2G** sometimes are referenced herein individually as "Party" and collectively as "Parties".

This Agreement supersedes all prior or contemporaneous negotiations, commitments, agreements (written or oral) and writings between the **Campaign** and **C2G** with respect to the subject matter hereof. All such other negotiations, commitments, agreements and writings will have no further force or effect, and the parties to any such other negotiation, commitment, agreement or writing will have no further rights or obligations thereunder.

1. Terms of Agreement:

The term of this Agreement shall begin on January 1, 2021 and shall end November 15, 2022. Either Party may terminate this Agreement prior to November 15, 2022 with or without cause with thirty (30) days written notice to the other.

2. Services to be Performed:

Working with the Candidate and the **Campaign** management team, **C2G** will make use of data mining and analysis tools and work with **Campaign** to identify potential contributors by building an essential email program, forming the foundation of the overall fundraising strategy.

In so doing **C2G** expect to put into motion the following tangible activities:

- a. Provide strategy and execution of email program including copywriting and production for an introduction series and up to twelve (12) unique topical emails per month, along with coordinated email calendar
- b. Coordinate with **Campaign** on effective messaging for emails
- c. Advise **Campaign** on overall fundraising strategy
- d. Align with communications strategy to ensure consistent messaging
- e. Call time lists as requested by **Campaign**, at a rate of one (1) list per week

NOTE: **Campaign** may increase digital product volume on an ad hoc basis with prior written approval at the following rate. Copywriting and production above that specified in Provision 2 (a): at \$150 per email.

Pricing for Month to Month Add-on services as required:

Call Time Support to include curation and load of high dollar target lists to campaign platform: \$500 per month

Ringless Voicemail support to include list loads and sending of RVM: \$500 per month

Fundraising Texting program support to include development of text messages and loading of texting platform: \$500 per month

3. Facilitation of Services to be Performed

Campaign agrees that to facilitate the successful achievement of the objectives contained within this scope of work and the overall fundraising strategy, it will provide **C2G** with a 'reply to' email address such as 'team@masonforcongress.com', and administrator access to the fundraising intake application and email delivery platform.

4. Monthly Fees

Monthly Retainer for Essential Email Program: \$2,500.

NOTE: Retainer Fee will be \$3,000 in any month the **Campaign** raises at least \$30,000. Retainer Fee will be \$4,000 in any month the **Campaign** raises \$50,000. Difference in base retainer will be invoiced and payable in arrears once the month is completed.

Payments must be received by **C2G** within ten (10) business days of each applicable service month. In the event of non-payment **C2G** reserves the right to charge late fees of one percent (1%) of the outstanding amount per day or to suspend work activities at its sole discretion.

NOTE: For the first two service months of this contract, invoices will be payable in arrears and due no later than ten (10) business days from the invoice date.

5. Expenses

C2G shall be responsible for the payment of all ordinary expenses incurred in the performance of the services described in this Agreement, other than BriteVerify mentioned below. **Campaign** shall be responsible for any extraordinary expenses, including any travel expenses. **C2G** shall obtain prior approval of the **Campaign** before incurring any extraordinary expenses deemed necessary to perform its services.

NOTE ON ADDITIONAL EXPENSES: **C2G** uses BriteVerify (or similar) email verification system (as needed) at a cost of 1c per email address. **C2G** shall provide **Campaign** an invoice for this expense.

6. Confidentiality

Campaign and **C2G** will execute a separate Non-Disclosure Agreement (the "NDA") contemporaneously with this Agreement, the terms and conditions of which hereby are incorporated in this Agreement as if fully recited and restated in this document. It is the intention of the Parties that the NDA and this Agreement be read and interpreted as one document.

7. Independent LLC Status

C2G is an independent LLC, and neither **C2G** nor **C2G**'s employees shall be deemed **Campaign** employees. The Parties agree that **C2G** is being retained as an independent contractor and that **C2G**, and any and all of **C2G**'s employees, sub-contractors, agents, and/or sub-agents shall not be deemed or considered for Federal tax purposes or otherwise to be employees of **Campaign** as a result of Services rendered hereunder or otherwise. **Campaign** shall not withhold any amounts for taxes or other items from any sum payable by **Campaign** to **C2G**. As to the consideration paid to **C2G** hereunder, **C2G** shall be responsible for withholding and/or payment of any taxes, estimated income taxes, self-employment taxes, withholding payments, Social Security taxes and any other amounts required by law to be withheld from compensation, and shall hold, and hereby holds, **Campaign** harmless against all such liability or responsibility.

Campaign shall exercise no control over, nor have responsibility for, the work schedule of **C2G**. This Agreement shall not be construed or enforced to restrict or prevent **C2G** from rendering services of any kind to any other person or entity or from advertising or holding **C2G** out to the public as available to render services identical or similar to those which **C2G** renders under this Agreement.

C2G shall not represent to any person or entity that **C2G** or any of its employees, members, or agents is an employee of **Campaign** nor shall **C2G** represent that the relationship between **Campaign** and **C2G** is other than an independent contractor relationship.

C2G, its employees, members, and agents shall not be eligible to participate in any benefit plans provided for **Campaign**'s employees, including, but not limited to, leave pay, wage continuation plans, pension and profit sharing plans, 401(k) plans, health and accident insurance plans (including, but not limited to, workers' disability compensation, or qualified group insurance programs).

8. State and Federal Taxes

Campaign will not:

- a) Withhold FICA (Social Security and Medicare taxes) from **C2G**'s payments or make FICA payments on **C2G**'s behalf.
- b) Make state or federal unemployment compensation contributions on **C2G**'s behalf or withhold state or federal income tax from **C2G**'s payments.
- c) **C2G** shall pay all taxes incurred while performing services under this

Contract—including all applicable income taxes and, self-employment (Social Security) taxes. Upon demand, **C2G** shall provide **Campaign** with proof that such payments have been made.

9. Exclusive Agreement and Contract

This is the entire Consulting Agreement and Contract between **C2G** and **Campaign**, however both Parties acknowledge that they are bound by the terms of the Non-Disclosure Agreement.

10. Compliance Duties

The parties acknowledge the importance of complying with all applicable Federal, state and local election laws and their implementing rules and regulations. To ensure compliance by **Campaign** and **C2G**:

- a. **Campaign** or its designees will provide timely election law compliance direction and advice upon which **C2G** may rely;
- b. **C2G** must follow all instructions given to **C2G** by **Campaign** or its designees with respect to compliance with applicable laws, including but not limited to, the maintenance of books and records, the documentation of Invoices and other expenses incurred in connection with this agreement, and all other matters referenced in this agreement; and
- c. Notwithstanding the obligation of **Campaign** to provide direction and advice hereunder, **Campaign** and **C2G** each are responsible for seeking their own respective counsel with respect to their performance of this Agreement and this Provision 11, and neither waives attorney-client privilege or confidentiality with their counsel. Nothing in this section or in this Agreement grants **C2G** the right to require **Campaign** to provide legal services to or defend **C2G**, or to pay for legal services or a defense for **C2G** in connection with any legal proceedings involving **C2G** in connection with the activity based on this agreement other than as described in Provision 16 “Indemnification”.

11. Ownership of Work Product

All work product, files, lists (such as campaign email and donor lists) documents, artwork, computer records, and other materials produced or obtained by **C2G** in furtherance of work performed for **Campaign** become and remain the exclusive property of **Campaign**. **C2G** must return all such materials to **Campaign**, at **Campaign**'s request. Further, **C2G** agrees that the **Campaign** owns all unique secrets and data, and that all **Campaign** secrets and data will remain covered by the Non-Disclosure Agreement executed between the **Campaign** and **C2G**.

12. Modifying the Contract

This Agreement and any schedules, exhibits, documents, instruments or writings delivered pursuant to, executed or arising out of, this Agreement constitute the entire agreement and understanding between the Parties and merges and supersedes any prior discussions, agreements, and understandings relating to the subject matter of this Agreement. It may be altered, amended, or modified only by a written agreement signed by both Parties

13. Indemnification

By C2G: C2G must pay Campaign for any loss of Campaign's that is caused by C2G's intentional misconduct, or breach of this Agreement. In addition, C2G will pay a reasonable amount for costs incurred by Campaign in connection with responding to or defending against any government inquiry or investigation of C2G, provided the Campaign is not the cause of the inquiry or investigation.

By Campaign: Campaign must pay C2G for any loss of C2G's that is caused by Campaign's intentional misconduct, or breach of this Agreement. In addition, Campaign will pay a reasonable amount for costs incurred by C2G in connection with responding to or defending against any government inquiry or investigation of Campaign, provided that C2G is not the cause of the inquiry or investigation.

14. Applicable Law

This Contract will be governed by Texas State Law, without giving effect to conflict of laws principles. Any action to enforce or interpret the terms of this Agreement shall be brought in the court having appropriate jurisdiction in the State of Texas.

EFFECTIVE as of the day, month, and year first set forth above.

For Jessica Mason

For C2G Strategies, LLC

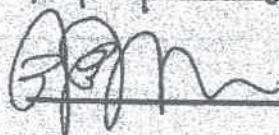
Date

12/31/2020

Date

01/01/2021

Signature



Signature



Printed Name

Jessica Mason

Printed Name

Robyn B. Cain

Title

Candidate

Title

Founder

robyn@c2gstrategies.com

From: robyn@c2gstrategies.com
Sent: Tuesday, September 14, 2021 2:17 PM
To: 'kavin jagnarain'; 'Billy Cain'; 'Jessica Mason'
Subject: Final invoice
Attachments: C2G J Mason Final Invoice.pdf

Regards

Robyn Cain
Co-Founder, Managing Partner
(she/her)



(c)

robyn@c2gstrategies.com
c2gstrategies.com

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**C2G Strategies LLC**

7410 Waterfall Drive
 McKinney, Texas 75072
 T:
robyn@c2gstrategies.com
 EIN:81-1107434

INVOICE

INVOICE # 1222
 DATE: 09/14/21

TO:

Jessica Mason for Congress

FOR:

Final Invoice

DESCRIPTION	DATE	RATE	AMOUNT
Prorated 30 day notice fee for Period: October 1-8, 2021	09/14/21	\$665	\$665.00
Total			\$665.00

Terms: To avoid late payment fees this payment is due to us no later than ten (10) business days from date of invoice. Payable to C2G Strategies. Electronic Funds Transfer instructions:

BBVA Compass Bank

6900 Virginia Parkway, McKinney, TX 75071

Account Name: C2G Strategies

Routing Number:

Account Number:

We thank you for your business!

robyn@c2gstrategies.com

From: robyn@c2gstrategies.com
Sent: Monday, October 4, 2021 1:21 PM
To: 'kavin jagnarain'; 'Jessica Mason'; 'Billy Cain'
Subject: Overdue invoice
Attachments: C2G J Mason Final Invoice.pdf

Hi Kavin,

Following up on the final invoice that is still outstanding. Was due to us no later than September 28, with late fees beginning to accrue from September 29.

Thanks for your prompt attention to this matter.

Regards,

Robyn Cain
Co-Founder, Managing Partner
(she/her)



(c)

robyn@c2gstrategies.com

c2gstrategies.com

The content of this email is confidential and intended for the recipient specified in the message only. It is strictly forbidden to share any part of this message with any third party, without a written consent of the sender. If you received this message by mistake, please reply to this message and follow with its deletion, so that we can ensure such a mistake does not occur in the future.

robyn@c2gstrategies.com

From: robyn@c2gstrategies.com
Sent: Monday, December 20, 2021 3:45 PM
To: 'kavin jagnarain'
Cc: 'Jessica Mason'; 'Jessica Mason'; 'Billy Cain'; elise@blueridgecampaigns.com
Subject: RE: Urgent delinquent invoice and next steps

Hello all,

C2G is making one final attempt to work professionally with the Jessica Mason for Congress campaign to settle its outstanding debt of \$665.

We have offered a compromise from the 1% daily late fee that was agreed upon in the contract signed and agreed by the campaign effective January 1, 2021. We have done our best to settle this dissolution professionally and have been met with refusal to adhere to the terms of the contract multiple times.

The following timeline records our repeated attempts to settle the account:

09/14/21 – Final invoice sent via email to campaign with no reply
 10/04/21 – Second attempt to settle the final invoice via email with no reply
 10/19/21 – Third attempt to settle final invoice via email with no reply
 11/18/21 – Fourth attempt to settle final invoice via email and text to Kavin Jagnarain
 11/18/21 – Kavin Jagnarain agreed to send the \$665, acknowledging the validity of the debt owed to C2G, further stating that a check for \$665 would be mailed to C2G no later than November 30, 2021. He further stated that the campaign did not accept the contracted late fees. As of today, the check has not been received by C2G.
 11/19/21 – Robyn Cain made a final offer to the campaign to settle the balance for \$665 via email.
 11/19/21 – Kavin Jagnarain refused to settle the invoice, stating that he would be referring the matter to the campaign's attorney. This is the last contact we have had with the campaign.

While the campaign has noted a refusal to pay this valid debt, C2G is providing another opportunity to resolve this between our two parties in the hope that resolution is possible and no further action or follow up will be needed.

Thank you and we look forward to a speedy resolution.

Regards,
 Robyn and Billy Cain, C2G

Robyn Cain
 Co-Founder, Managing Partner
 (she/her)



(c)

robyn@c2gstrategies.com
c2gstrategies.com

robyn@c2gstrategies.com

From: kavin jagnarain
Sent: Friday, November 19, 2021 11:31 AM
To: Robyn Cain
Cc: Jessica Mason; Jessica Mason; Billy Cain; elise@blueridgecampaigns.com
Subject: Re: Urgent delinquent invoice and next steps

Robyn,

It is unfortunate that you have chosen to escalate this matter. As stated earlier we believe the integrity of the contract and therefore the debt is in question. In good faith, we have offered to put an end to this conversation. We have sent all of the correspondence to our attorney and will continue to do so moving forward.

Kavin Jagnarain

On Thu, Nov 18, 2021 at 8:19 PM Robyn Cain <robyn@c2gstrategies.com> wrote:

Unacceptable response. We will begin pulling the above levers immediately, unless we get notification that an ACH transfer has been initiated for this current delinquent amount.

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From: kavin jagnarain <
Sent: Thursday, November 18, 2021 7:43:27 PM
To: robyn@c2gstrategies.com <robyn@c2gstrategies.com>
Cc: Jessica Mason <jessica@jessicamasonforcongress.com>; Jessica Mason <masonforthepeople2022@gmail.com>;
 Billy Cain <billy@c2gstrategies.com>; elise@blueridgecampaigns.com <elise@blueridgecampaigns.com>
Subject: Re: Urgent delinquent invoice and next steps

Hi Robyn,

While we believe that the integrity of the contract, and therefore the debt, is in question due to the quality of the work product, we intend to pay the balance but not any late fees. As you're aware, your fundraising services returned poor on investment and left us in a position where we were nearly broke and had no other choice but to go separate ways. This has, of course, made it hard to pay what you believe we owe you in the timeframe you're demanding.

We will now put an end to this conversation. Your check will be in the mail by Nov 30th. We ask that you please stop this aggressive and retributive path.

Kavin Jagnarain

On Nov 18, 2021, at 3:22 PM, robyn@c2gstrategies.com wrote:

NOTE: We've included Elise with Blue Ridge Campaigns on this communication since the content deals with the campaign's inaccurate FEC filing.

Jessica and Kavin,

Ignoring us in the hopes that your obligations to us will magically go away is childish, extremely unprofessional and unbecoming of someone who is seeking a position of the people's trust. And it's not going to work.

Charging late fees is only the first step in the remedies we are willing to pursue, and the fact that the campaign is refusing to engage to find a solution is going to weigh heavily against it. Jessica signed a contract with C2G that contained a 30-day break clause and a 1% interest fee on late payments. The 30 day clause is recompense for all the upfront work that C2G does to get a grassroots candidate's fundraising off the ground, and we invested far more than the amount reflected in the 30 day notice period, through countless hours of uncompensated work on your behalf.

Kavin acknowledged in an email to us that the end date of the contract was 8th of October, but we were only paid through September 30th.

C2G has emailed you on numerous occasions asking for settlement of the balance.

The campaign knowingly filed a false FEC report for Q3 2021 that did not reflect its debt owed to C2G. C2G advised you of this, but the campaign has not paid the balance of the invoice or refiled to reflect its debt to C2G. The 30 day grace period allowed by the FEC for refileing is over, so a new refileing could likely lead to fines.

C2G is now prepared to file an affidavit complaint with the FEC informing them of the debt, the false FEC filing and despite C2G pointing this out to the campaign, it has failed to refile an accurate reflection of its financial status. The FEC publishes these complaints on their website for all to see.

C2G is prepared to provide a link to this complaint and notify all of your donors, your email list, prospective voters in TX30, endorsing bodies, and your primary opponents that far from being Jessica Mason 'of the people' she is Jessica Mason 'scammer of women-owned, small local businesses.'

Attached is the current invoice that reflects the new balance. It's now almost double the original balance, so it's truly in your best interest to settle this debt immediately. ACH instructions are on the invoice. A notification that an ACH bank transfer has been initiated (Not a check to be mailed from your bank) will suffice to stop additional late fees from accruing, otherwise they will continue to accrue. We urge you to get this settled immediately so we're not forced to pull any of the levers described above.

Although C2G is a business, we always go above and beyond, and pour our heart and soul into helping grassroots campaigns compete against the corrupt status quo. It's truly disappointing that you've decided to treat people who worked so hard for you this way.

Robyn Cain

Co-Founder, Managing Partner

(she/her)