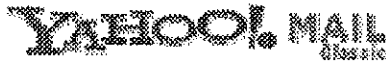


EXHIBIT 26



Re: hey guy

Saturday, March 10, 2012 12:21 PM

From: "Guy Short" <[REDACTED]@aol.com>

To: "JAMES L. POLLACK" <[REDACTED]@att.net>

Nancy has every dime I was paid by the campaign. I'll have Cardinal send you everything I was paid by the PAC. No mistakes were made. We need to talk through this before do something that will harm Michele. Give me a call.

Sent from my iPhone

On Mar 10, 2012, at 10:48 AM, "JAMES L. POLLACK" <[REDACTED]@att.net> wrote:

Guy, after thinking about it, despite the fact that I wasn't involved or know the facts, if we made a mistake we need to correct it now. That would be to all parties best interests. Can you provide me the gross income you were paid each month from both the PAC and the Campaign last year?

If it was a permissible payment - commensurate compensation for services performed - fine. We just need to be certain we can demonstrate it with contemporaneous documentation. Although unlikely, we need to anticipate this matter could elevate. Your initial inclination of not responding back to her is prudent.

From: Guy Short [REDACTED]@aol.com]
Sent: Saturday, March 10, 2012 11:45 AM
To: JAMES POLLACK L. <[REDACTED]@att.net>; McGinley, William
Subject: Fwd: hey guy

I'm not responding.

Sent from my iPhone

Begin forwarded message:

From: Maggie Haberman <[REDACTED]@gmail.com>
Date: March 10, 2012 8:56:45 AM MST
To: guy short <[REDACTED]@aol.com>
Subject: hey guy

sorry to bother you on a saturday but i went back and looked at the filings and I saw your fee went up to 20k in december, after being basically \$5k a month from michele pac for most of the year. why was that?

JLP_0002

13-1274_0188

EXHIBIT 27

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Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

OFFICE OF CONGRESSIONAL ETHICS
UNITED STATES HOUSE OF REPRESENTATIVES

MEMORANDUM OF INTERVIEW

IN RE: James Pollack
REVIEW No(s): 13-1274
DATE: April 9, 2013
LOCATION: 2550 M Street, NW, Washington, DC
TIME: 11:03 AM to 12:11 PM (approximate)
PARTICIPANTS: Scott Gast
Kedric Payne
William McGinley, counsel to the witness
Benjamin Wood, counsel to the witness

SUMMARY: The OCE requested an interview with the witness and he consented to an interview. The witness made the following statements in response to our questioning:

1. The witness was given an 18 U.S.C. § 1001 warning and consented to an interview. The witness signed a written acknowledgement of the warning, which will be placed in the case file in this review.
2. The witness is currently self-employed. Prior to becoming self-employed, he was the president of Pollack Landstrom Associates, a company he started approximately 20 years ago.
3. The witness became acquainted with Representative Michele Bachmann prior to her election to the U.S. House of Representatives through their shared involvement with the American Israel Political Action Committee (“AIPAC”). The witness has known Rep. Bachmann for approximately eight to nine years.
4. The witness first took on a formal role with Rep. Bachmann’s political committees when he became the National Finance Chair of the Bachmann for President (“BFP”) campaign in September 2011. Prior to taking on this formal role, the witness had been a supporter and campaign contributor of Rep. Bachmann.
5. As BFP National Finance Chair, the witness’ sole responsibility and duty was “big dollar fundraising” for the campaign. He said that he had very little input on strategy or advice, that he had no role in supervising campaign staff and consultants, and that he had no involvement in BFP campaign disbursements.
6. The witness did not recall any outside consultants or BFP staff whose duties included big dollar fundraising. The witness said that BFP consultant Guy Short was not involved in his fundraising efforts; rather, Mr. Short focused on direct mail, online, and telephone fundraising.
7. In mid-January 2012, after Rep. Bachmann’s presidential campaign had been suspended, Rep. Bachmann asked the witness to take on the role of Chair of the Bachmann for Congress (“BFC”) campaign, and he agreed. As BFC Chair, the witness exercises oversight over the campaign’s

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Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

- activities and serves as an advisor. The witness oversees BFC employees and consultants, has authority over disbursements from the campaign, and provides advice to Rep. Bachmann.
8. As BFC Chair, the witness has regular but varied interactions with Rep. Bachmann. He said he may speak with her three times per day at some times or once per week at other times.
 9. At the same time that Rep. Bachmann asked the witness to serve as BFC Chair, she requested that he also oversee the activities of her leadership PAC, MICHELE PAC. The witness agreed to do so. He has no formal title with respect to the PAC.
 10. The witness stated that he was preceded in the role of overseeing the activities of MICHELE PAC by Rep. Bachmann and consultant Guy Short. He said that Mr. Short was primarily responsible for overseeing PAC activities. He did not know of anyone else involved in overseeing PAC activities.
 11. According to the witness, Mr. Short is currently the only consultant or employee involved in running MICHELE PAC and has been so since January 2012.
 12. The witness said he received no compensation in either the BFC or BFP positions.
 13. As BFP National Finance Chair, the witness communicated with senior national campaign staff as necessary. The majority of his interactions were with National Campaign Manager Keith Nahigian, and he had fewer interactions with BFP National Political Director Guy Short or BFP senior advisor Brett O'Donnell. These interactions varied from several times per day to once per week. The witness had no interactions with Iowa campaign staff.
 14. During the presidential campaign, the witness communicated with Rep. Bachmann typically once per week. The substance of his conversations with Rep. Bachmann focused on fundraising efforts and events. His interactions with her increased around the time of major fundraising events in which she was involved. The witness did not recall any conversations with Rep. Bachmann about the state of the campaign.
 15. The witness stated that, during his time with the presidential campaign, Rep. Bachmann had the most interactions with Mr. Nahigian and Mr. O'Donnell. To his knowledge, her interactions with Mr. Short were nowhere near the extent of those of Mr. Nahigian or Mr. O'Donnell.
 16. To the best of the witness' knowledge, Mr. Nahigian had authority over expenditures from BFP. The witness is not aware of any other person with authority over BFP expenditures.
 17. The witness described Mr. Short as a trusted and key advisor to Rep. Bachmann. He stated that the relationship between Mr. Short and Rep. Bachmann was amicable.
 18. The witness said that Mr. Short reported to Mr. Nahigian during the presidential campaign.
 19. The witness was not aware of the compensation provided to Mr. Short or C&M Strategies from BFP, nor was he involved in negotiating the arrangements between C&M Strategies and BFP, as that relationship had already been established at the time he took on a formal role with the presidential campaign. The witness was not involved in and has no knowledge of the invoices submitted by C&M Strategies to BFP.

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20. The witness said he was not aware at the time that C&M Strategies had not been paid by BFP at the end of 2011. He has subsequently learned that.
21. The witness said that no one has ever tied the compensation Mr. Short received from BFP and the compensation Mr. Short received from MICHELE PAC during the presidential campaign together as a single package.
22. The witness stated that Mr. Short, through his consulting firm C&M Strategies, currently provides political and fundraising consulting for BFC. He is currently compensated \$7,000 per month for this consulting work. The witness reviews and approves invoices submitted by Mr. Short to BFC.
23. The witness stated that Mr. Short is currently the director of MICHELE PAC. In that role, he heads up fundraising efforts and is involved in decisions about contributions made by the PAC to other candidates or committees. Mr. Short reports to the witness for his work for the PAC.
24. The witness stated that Mr. Short's compensation for 2013 for his work for the PAC has not yet been determined.
25. The witness stated that Mr. Short was compensated approximately \$43,750 for his work for the PAC in 2012.
26. The witness said that Mr. Short was paid the \$43,750 for his 2012 work in three payments, made in December 2011, January 2012, and July 2012.
27. The witness explained that the \$43,750 figure was negotiated between Mr. Short and him in late March or early April 2012. The negotiation was prompted by the discovery of payments made by the PAC to Mr. Short in December 2011 and January 2012 for a project that was planned but did not take place at that time.
28. According to the witness, the December 2011 and January 2012 payments were discovered through a report in a *Politico* blog.
29. The witness stated that he had a telephone conversation with Mr. Short after the blog story appeared, in which he asked Mr. Short about the payments. According to the witness, Mr. Short told him that there had been a "major fundraising initiative" planned for the PAC to raise money to use for candidate contributions in the 2012 election cycle, and that the payments to his firm from the PAC were for that initiative. Mr. Short informed the witness that it had been decided to put this project off while Rep. Bachmann's presidential campaign continued.
30. According to the witness, Mr. Short had approval for this major fundraising initiative, but he did not know who approved it. The witness also stated that he did not know who made the decision to defer the initiative until after the presidential campaign had ended. The witness said he did not know if Rep. Bachmann was involved in either decision.
31. According to the witness, in his mind there were two options regarding the PAC payments: Mr. Short could return the funds to the PAC or the funds could be applied toward his 2012 compensation. It was decided to apply the funds toward Mr. Short's 2012 compensation.
32. The witness said that he is not sure whether the specific fundraising project planned in December 2011 ever went forward.

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Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

33. The witness said that after he spoke to Mr. Short about the PAC payments, he made Rep. Bachmann aware of what he had learned. He said that he did not recall whether he specifically discussed the December 2011 fundraising project for MICHELE PAC with Rep. Bachmann. He said that Rep. Bachmann was “surprised” to learn of the PAC payments, and that she “wasn’t happy” when she learned about the payments. The witness said that Rep. Bachmann told him to handle the matter however he felt best.
34. The witness said that he did not have any discussions with Rep. Bachmann about Mr. Short’s future with the Bachmann political committees.
35. The witness could not recall any further conversations with Rep. Bachmann, but he did indicate that at some point he would have told her how he was handling the matter.
36. The witness was asked about a March 9, 2012 email exchange between the witness, Mr. Short, Mr. O’Donnell, and campaign counsel William McGinley regarding the blog story about the PAC payments to Mr. Short. The witness recalled that this would have been at the time he first learned of the payments and at the time of his telephone conversation with Mr. Short.
37. The witness indicated that the “Andy” referred to in the email was likely former Bachmann staff member Andy Parrish. He did not know why Mr. Short wrote that “Andy cares.”
38. The witness was asked about a March 10, 2012 email exchange between the witness, Mr. Short, and Mr. McGinley. He said that he never had any conversations with the BFP or MICHELE PAC Treasurers regarding Mr. Short’s compensation. He said that he received the compensation information from Mr. Short himself.
39. The witness was asked about an April 28, 2012 email exchange between Mr. Short and the witness, referencing an apparent dispute between Mr. Short and Mr. O’Donnell. The witness speculated that this may have been related to Mr. O’Donnell being upset that Mr. Short had received more compensation than he had.
40. The witness stated that he never met Iowa State Senator Kent Sorenson, and that he had no information regarding any compensation arrangements Mr. Sorenson may have had with either BFP or C&M Strategies.
41. The witness stated that he was not involved with the November-December 2011 book tour for Rep. Bachmann’s book *Core of Conviction*.

This memorandum was prepared on April 11, 2013 after the interview was conducted on April 9, 2013. I certify that this memorandum contains all pertinent matter discussed with the witness on April 9, 2013.

Scott Gast
Investigative Counsel

EXHIBIT 28

**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s) for each category of the Detailed Summary Page	FOR LINE NUMBER: (check only one)		PAGE 13 OF 15								
	<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26	<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full)
Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial) A. Cardinals FEC Compliance Services, PLC		Date of Disbursement MM / DD / YYYY 12 / 20 / 2011
Mailing Address PO Box 4182		Transaction ID : SB21B-40443-38009-e
City Saint Paul	State MN	
Zip Code 55104-0182	Purpose of Disbursement Accounting and Reporting	Amount of Each Disbursement this Period 826.5
Candidate Name	Category/Type 001	
Office Sought: <input type="checkbox"/> House <input type="checkbox"/> Senate <input type="checkbox"/> President	Disbursement For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify) ▼	
State: District:		

Full Name (Last, First, Middle Initial) B. C&M Strategies		Date of Disbursement MM / DD / YYYY 12 / 06 / 2011
Mailing Address 1617 Parkdale Circle N		Transaction ID : SB21B-120182-38011-e
City Erie	State CO	
Zip Code 80516-2402	Purpose of Disbursement Fundraising Consulting	Amount of Each Disbursement this Period 20000
Candidate Name	Category/Type 001	
Office Sought: <input type="checkbox"/> House <input type="checkbox"/> Senate <input type="checkbox"/> President	Disbursement For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify) ▼	
State: District:		

Full Name (Last, First, Middle Initial) C. Paysimple		Date of Disbursement MM / DD / YYYY 12 / 02 / 2011
Mailing Address 1436 E 17th Avenue Suite 300		Transaction ID : SB21B-120839-38005-e
City Denver	State CO	
Zip Code 80218-1613	Purpose of Disbursement Credit Card Fees	Amount of Each Disbursement this Period 5
Candidate Name	Category/Type 001	
Office Sought: <input type="checkbox"/> House <input type="checkbox"/> Senate <input type="checkbox"/> President	Disbursement For: <input type="checkbox"/> Primary <input type="checkbox"/> General <input type="checkbox"/> Other (specify) ▼	
State: District:		

SUBTOTAL of Disbursements This Page (optional).....▶	20831.50
TOTAL This Period (last page this line number only).....▶	

**SCHEDULE B (FEC Form 3X)
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full)

Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. Campaign Solutions

Mailing Address 117 N Saint Asaph Street

City Alexandria State VA Zip Code 22314-3109

Purpose of Disbursement
Credit Card Fees

Candidate Name

Office Sought: House Senate President
Disbursement For: Primary General Other (specify) ▼
State: District:

Date of Disbursement

MM / DD / YYYY
01 / 04 / 2012

Transaction ID : SB21B-119392-38069-e

Amount of Each Disbursement this Period

654.32

001
Category/
Type

Full Name (Last, First, Middle Initial)

B. United States Postal Service

Mailing Address 791 Currell Blvd

City Woodbury State MN Zip Code 55125

Purpose of Disbursement
Administrative/Salary/Overhead: Postage

Candidate Name

Office Sought: House Senate President
Disbursement For: Primary General Other (specify) ▼
State: District:

Date of Disbursement

MM / DD / YYYY
01 / 04 / 2012

Transaction ID : SB21B-33303-38034-e

Amount of Each Disbursement this Period

300

001
Category/
Type

Full Name (Last, First, Middle Initial)

C. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City Erie State CO Zip Code 80516-2402

Purpose of Disbursement
Fundraising Consulting

Candidate Name

Office Sought: House Senate President
Disbursement For: Primary General Other (specify) ▼
State: District:

Date of Disbursement

MM / DD / YYYY
01 / 03 / 2012

Transaction ID : SB21B-120182-38032-e

Amount of Each Disbursement this Period

20000

001
Category/
Type

SUBTOTAL of Disbursements This Page (optional).....▶

20954.32

TOTAL This Period (last page this line number only).....▶

SCHEDULE B (FEC Form 3X) ITEMIZED DISBURSEMENTS

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

<input checked="" type="checkbox"/> 21b	<input type="checkbox"/> 22	<input type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26
<input type="checkbox"/> 27	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29	<input type="checkbox"/> 30b

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full)
Many Individual Conservatives Helping Elect Leaders Everywhere (MICHELEPAC)

Full Name (Last, First, Middle Initial)

A. C&M Strategies

Mailing Address 1617 Parkdale Circle N

City Erie State CO Zip Code 80516-2402

Purpose of Disbursement
Fundraising Consulting

Candidate Name

Office Sought: House Senate President
Disbursement For: Primary General Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
07 / 10 / 2012

Transaction ID : SB21B-120182-38692-e

Amount of Each Disbursement this Period

3750

001
Category/
Type

Full Name (Last, First, Middle Initial)

B. Alliance Bank

Mailing Address 115 5th St E
#55

City St. Paul State MN Zip Code 55101

Purpose of Disbursement
Bank Fees

Candidate Name

Office Sought: House Senate President
Disbursement For: Primary General Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
07 / 03 / 2012

Transaction ID : SB21B-5-38688-e

Amount of Each Disbursement this Period

13.8

001
Category/
Type

Full Name (Last, First, Middle Initial)

C. Cardinals FEC Compliance Services, PLC

Mailing Address PO Box 4182

City Saint Paul State MN Zip Code 55104-0182

Purpose of Disbursement
Accounting and Reporting

Candidate Name

Office Sought: House Senate President
Disbursement For: Primary General Other (specify) ▼

State: District:

Date of Disbursement

MM / DD / YYYY
07 / 01 / 2012

Transaction ID : SB21B-40443-38683-e

Amount of Each Disbursement this Period

502

001
Category/
Type

SUBTOTAL of Disbursements This Page (optional).....▶

4265.80

TOTAL This Period (last page this line number only).....▶

EXHIBIT 29



John Woolley and G. Charles Berntzen

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- Debates
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To: 2013 ▼

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30 ▼



MICHELE BACHMANN

2012 Presidential Candidate Representative-MN

Press Release - State Senator Kent Sorenson to Serve as Bachmann's Iowa Campaign Chairman

June 28, 2011

Indianola, Iowa -- Iowa State Senator Kent Sorenson has officially accepted the role of Chairman of Republican presidential candidate Michele Bachmann's campaign in Iowa.

"Kent is a dear friend and a strong voice for conservatives in the Iowa Senate," Bachmann said. "I am proud to have a fellow conservative like Kent Sorenson leading the charge for our campaign effort in the Hawkeye State."

Senator Sorenson is a father of six and resides with his wife Shawnee in Indianola, Iowa. Before his time as a lawmaker, Senator Sorenson was a small business owner, community leader and volunteer firefighter. As a state senator, Sorenson has won wide acclaim from grassroots conservatives in Iowa for leading the charge on common-sense conservative legislation and family policy issues in the legislature.

"Our country is on the wrong track and in desperate need of strong leaders to charter a new course to prosperity," said Sen. Sorenson. "I believe that Michele is that leader and an unwavering conservative voice for the American people. I'm honored to serve as her Iowa Chairman."

Citation: Michele Bachmann: "Press Release - State Senator Kent Sorenson to Serve as Bachmann's Iowa Campaign Chairman," June 28, 2011. Online by Gerhard Peters and John T. Woolley, *The American Presidency Project*. <http://www.presidency.ucsb.edu/ws/?pid=98462>.

COLLECTION:

Campaign 2012

MICHELE BACHMANN
FOR PRESIDENT
Michele Bachmann for President
Post Size:
A A A A

Print

Report Type

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Share Share

The American Presidency Project

Facebook

Name:
The American Presidency Project



Fans:
5589

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EXHIBIT 30



MICHELE BACHMANN

2012 Presidential Candidate; Representative-MN

Press Release - Team Bachmann Appoints Woolson State Campaign Manager; Announces Iowa Campaign Staff
October 27, 2011

- Document Archive**
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 - State of the Union
 - Addresses & Messages
 - Inaugural Addresses
 - Weekly Addresses
 - Fireside Chats
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 - Executive Orders
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 - 1960 Election Documents
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 - 2001 Transition
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- Links**
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INCLUDE election campaign documents

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Enter keyword:

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Limit by Year

From: 1789

To: 2013

Limit results per page 30

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[Instructions](#)

Urbandale, Iowa - Republican presidential candidate Michele Bachmann's campaign today announced the members of its Iowa staff assembled to lead the organization through the state's first-in-the-nation caucuses. Campaign officials also appointed Iowa political veteran Eric Woolson as State Campaign Manager.

"We have a strong, experienced organization in place that is equipped to build upon Michele Bachmann's historic victory in the Republican Party of Iowa State Fall this summer," said national campaign manager Keith Nahigian. "Eric is the perfect person to lead our team to victory on caucus day."

The campaign is proud to announce the following staff members:

- Chris Dorr -- Northwest Iowa
- Emma Aquino-Nemecsek of Mount Vernon -- Northeast Iowa
- Mark Doland of Okaloosa -- Southeast Iowa
- Tony Eastman of Indianola -- Central and parts of southwest Iowa
- Barb Hehl -- Home-school coalition director
- Peter Waldron -- Faith leader
- Drew Klein -- Faith leader

The campaign has a total of 10 full-time professionals in place, including previously announced members:

- Sen. Kent Sorenson -- State Chairman
- Sen. Brad Zaun -- State Co-Chairman
- Eric Woolson -- Newly appointed State Campaign Manager
- Wes Enos -- Newly appointed Deputy State Campaign Manager

Woolson is an Iowa political veteran who managed former Arkansas Gov. Mike Huckabee's 2008 Iowa caucus campaign.

Doland is an ordained minister who has served as a precinct captain for Mike Huckabee's 2008 presidential campaign. He was the pastor coalition director for the 2010 Bob Vander Plaats for Governor campaign, a candidate recruiter for the Iowa Family Policy Center Action and campaign manager for former state Rep. Danny Carroll. Doland currently serves as the county co-chair for Mahaska County Republican Central Committee.

Nemecsek's extensive political activism includes her roles as an election volunteer coordinator for the National Rifle Association, chair of the National Federation of Filipino American Republicans, past president of the All Nations Association, Linn County clinic for the Matthew Schultz for Secretary of State campaign, and Second Congressional Director representative for 2008 presidential candidates Sam Brownback and John McCain. She also ran for state representative in 2006 and 2008.

Eastman, a former youth minister who has also worked in the financial services sector, was a volunteer on then-state Rep. Kent Sorenson's winning 2010 campaign for the Iowa Senate. Dorr worked for the Ron Paul campaign in 2008, worked on Sorenson's 2010 campaign and served as his legislative assistant this year.

Hehl recently worked as a grassroots strategist on the state of Iowa for Freedom, the successful campaign to remove three Iowa Supreme Court Justices. A board member of the Network of Iowa Christian Home Educators (NICHE), she was a key volunteer with the Huckabee and Vander Plaats campaigns, focused on recruiting home-school voters. She also is the volunteer Iowa director of ParentalRights.org.

Waldron is an author and a frequent guest on radio and television programs. He has worked seven presidential campaigns since 1980.

Klein has worked with the Iowa Faith & Freedom Coalition since 2008 helping them with various statewide initiatives including caucus training and legislative efforts. In that time, he has been involved with the Christian community organizing volunteer efforts in more than 15 state legislative races across the state.

Sorenson is serving in a full-time role but state Senate rules preclude lawmakers from being paid by the campaign.

Citation: Michele Bachmann: "Press Release - Team Bachmann Appoints Woolson State Campaign Manager; Announces Iowa Campaign Staff," October 27, 2011. Online by Gerhard Peters and John T. Woolley, *The American Presidency Project*. <http://www.presidency.ucsb.edu/ws/?pid=98508>.

COLLECTION:
Campaign 2012

MICHELE BACHMANN
FOR PRESIDENT
Michele Bachmann for President
Font Size:
A A A A

McBarnes

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EXHIBIT 31

In re:
Matter of Senator Kent Sorenson

that we hire Sorenson at the rate of \$7,000 per month plus a cell phone with expenses for same paid. I indicated this to Senator Sorenson in an email dated April 19, 2011 which is attached and marked as Exhibit B.

5. Guy Short eventually worked out an arrangement where Senator Sorenson was paid \$7,500 per month with no cell phone payment. This is the arrangement that was in place until his defection a short time before the Iowa caucuses to the Ron Paul presidential campaign. C & M Strategies handled all of the related paperwork. I never saw, nor had the occasion to see, any contract, checks or other documents reflecting this relationship. At no time did I have any financial or other interest in C & M Strategies.

6. Congresswoman Bachmann knew of and approved this arrangement. She, like the rest of us, understood from Senator Sorenson that it did not run afoul of any Iowa Senate ethics rules. We relied on his representations in this regard. Senator Sorenson was the Iowa state campaign manager as indicated in my email to the Congresswoman dated May 5, 2011 as attached and marked as Exhibit C.

7. I understand from press reports that Senator Sorenson has told the Des Moines Register, after having denied the existence of any payments, that "even if" he received payments from C & M Strategies such payments would not violate Iowa Senate ethics rule number six. He himself indicates he was on staff, though not the Bachmann For President staff, in his email to me of June 15, 2011 as attached and marked as Exhibit D.

8. I have no knowledge or opinion if, in fact, those payments violate rule six. I do know for a fact that the Senator was paid and representations to the contrary are simply not true. I hold no ill will toward the Senator in any manner and to see this as a personal vendetta of mine is not only incorrect but misses the point entirely as to why I have stepped up now.


In re:
Matter of Senator Kent Sorenson

9. I have come forward in this matter because the person who filed the ethics complaint, Peter Waldron, is a personal friend of mine. His representations about Senator Sorenson being paid are true. I would decline his characterization of such payment as "money laundering," however, as that term--as commonly understood--simply isn't applicable to the circumstances at hand.

10. I further understand that if no corroborating evidence was provided to the Iowa Senate Ethics Committee the complaint Waldron filed would be dismissed at the end of this month or in early May. I did not believe that would be the right thing to happen and in the interests of the truth, as well as a full factual record, I have spoken out now.

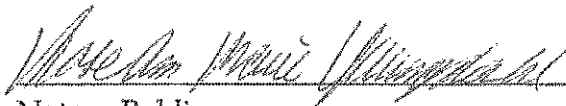
11. Much to the disappointment of many in the media, my testimony is not in any way a rebuke to or betrayal of Congresswoman Bachmann. To the contrary, I consider her a personal friend and an outstanding public servant who represents extremely well the interests of Minnesota's Sixth Congressional District. She consistently instructed all who worked on her behalf to follow the law. This, of course, is as it should be but insinuations that somehow she cut corners or played fast and loose with respect to compensating Senator Sorenson are untrue to the best of my knowledge.

FURTHER AFFIANT SAYETH NAUGHT

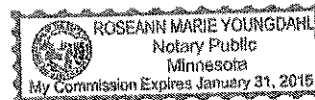


Andy Parrish

Subscribed and sworn to before me this 22nd day of April, 2013



Notary Public





FW: Kent Sorenson

Andy Parrish <[REDACTED]@me.com>
To: John Gilmore <[REDACTED]@gmail.com>

Fri, Apr 19, 2013 at 12:39 PM

From: <[REDACTED]@aol.com>
Date: Tue, 08 Mar 2011 18:46:14 -0500 (EST)
To: Andy Parrish <[REDACTED]@me.com>
Cc: <[REDACTED]@gmail.com>
Subject: Re: Kent Sorenson

Great.

He can get paid by the PAC. It is much cleaner to have BFC pay him if need be. It might be good for a little momentum on the POTUS to announce a hire like Kent. He is the real deal. Denny Carroll is another one in Iowa that would be good.

In a message dated 3/8/2011 4:43:20 P.M. Mountain Standard Time, [REDACTED]@me.com writes:

Just talked to him. We're cool he can't get paid from a PAC

Sent from my iPhone

On Mar 8, 2011, at 5:38 PM, [REDACTED]@aol.com wrote:

If we need to pay him from MPAC we can. He can be a consultant and give us strategic advice.

A



FW: Wes Enos Offer

Andy Parrish <[REDACTED]@me.com>
To: John Gilmore <[REDACTED]@gmail.com>

Fri, Apr 19, 2013 at 12:38 PM

On 4/20/11 9:25 PM, "Kent Sorenson" <[REDACTED]@gmail.com> wrote:

>Andy,
>
>I talked to Wes and he has been under the impression that we were going
>to pay him \$4500 per month and no reimbursement for phone or laptop. I
>know we had this conversation before, but maybe it was not made clear.
>
>Let me know how you would like me to proceed.
>
>Thanks
>
>Kent
>On Apr 19, 2011, at 8:58 PM, Andrew Parrish wrote:
>
>> Kent -
>>
>> Please offer Wes as job as a consultant to MichelePAC \$3666.67/month
>>(44k/year). He will be reimbursed one time up to \$700.00 dollars for a
>>laptop and he can be reimbursed for a cell phone service and data plan,
>>he should bill with an invoice monthly to MichelePAC and email it to
>>[REDACTED]@aol.com. Please note that you should approve the minutes and
>>and data plan pricing. It should be enough so we don't have overage
>>charges. Also - he can start this list for support.
>> <Iowa Pastors.xlsx>
>>
>> As for you I have recomended you to Guy Short at C&M strategies, I
>>think he said he was hiring at \$7,000/month phone and onetime laptop
>>reimbursement, I have CCed him on this so you can work it out.
>>
>> Talk soon,
>>
>> Andy
>

B



Fwd: Campaign Stuff - Important please read and respond

Andy Parrish <[REDACTED]@gmail.com>
To: John Gilmore <[REDACTED]@gmail.com>

Fri, Apr 19, 2013 at 12:06 PM

----- Forwarded message -----

From: **Andrew Parrish** <[REDACTED]@gmail.com>
Date: Thu, May 5, 2011 at 10:35 AM
Subject: Campaign Stuff - Important please read and respond
To: Michele Bachmann <[REDACTED]@ymail.com>, Paul Andersen <[REDACTED]@gmail.com>, Marcus Bachmann <[REDACTED]@bachmanncounseling.com>

Here is where we are. For now our Campaign Managers have been given full authority within reason to do what they see fit, they have also been charged to start voter ID and to start building Skype parties in homes and events for MB to start skying info. I also need two days a week to do tele-town halls with MB and I need permission to start my microtargeting in these three states. Also I am going to need to start the process of taking an "official leave of absence" from the official office. McGinley is going to have the paperwork prepared in the next weekish, so when MB says "go" we are ready and can immediately move with the exploratory committee. I have instructed him to incorporate us so when we get sued MB and MB are not liable same with debt. McGinley agreed that was a good idea. We need a minimum of three board members do you have suggestions?

With your permission I would like to start seeking these people out, the CFO will handle the FR team.

National Headquarters (Only MB, MB, and LB can approve, so add away)
Andy Parrish -
Tera Dahl - Executive Assistant to MB
Communications Director (Andy Interviewing Scott Browns Communications Director)
Senior (National) Advisor (Marc Nuttle or Fabrizio or ...)
New Media and Web - Eric Frenchman
CFO -
Policy Director -
Deputy Campaign Manager -
Political Director -
Chief Technology Officer -

Iowa
Kent Sorenson - State Campaign Manager
Wes Enos - Political Director
Field Staff - Being hired this week
Field Staff - Being hired this week

New Hampshire
Jeff Chidister - State Campaign Manager
Political Director - Being hired this week
Field Staff - Being hired this week
Field Staff - Being hired this week

South Carolina
Sheri Few - State Campaign Manager
Approve three field staffers

C



FW: ASAP

Andy Parrish <[REDACTED]@me.com>
To: John Gilmore <[REDACTED]@gmail.com>

Fri, Apr 19, 2013 at 12:41 PM

On 6/16/11 2:25 PM, "Kent Sorenson" <[REDACTED]@gmail.com> wrote:

>We have the following people besides myself

>

>Wes Enos \$4500 per month

>Drew Klein \$3800 per month

>Chris Dorr \$3000 per month

>Tony Eastman \$3000 per month

>

>On Jun 16, 2011, at 2:03 PM, Andrew Parrish wrote:

>

>> Guys -

>>

>> Can I get the names and pay of everyone on the team, please include

>>yourself as well so I can forward that onto the national team, I know I

>>have it, but resending will be simpler.

>>

>> Andy

>

D

EXHIBIT 32



FW: Kent Sorenson

Andy Parrish <[REDACTED]@me.com>
To: John Gilmore <[REDACTED]@gmail.com>

Fri, Apr 19, 2013 at 12:39 PM

From: <[REDACTED]@aol.com>
Date: Tue, 08 Mar 2011 18:46:14 -0500 (EST)
To: Andy Parrish <[REDACTED]@me.com>
Cc: <[REDACTED]@gmail.com>
Subject: Re: Kent Sorenson

Great.

He can get paid by the PAC. It is much cleaner to have BFC pay him if need be. It might be good for a little momentum on the POTUS to announce a hire like Kent. He is the real deal. Denny Carroll is another one in Iowa that would be good.

In a message dated 3/8/2011 4:43:20 P.M. Mountain Standard Time, [REDACTED]@me.com writes:

Just talked to him. We're cool he can't get paid from a PAC

Sent from my iPhone

On Mar 8, 2011, at 5:38 PM, [REDACTED]@aol.com wrote:

If we need to pay him from MPAC we can. He can be a consultant and give us strategic advice.

A

EXHIBIT 33

From: Kent Sorenson <[REDACTED]@gmail.com>
Sent: Wednesday, April 20, 2011 10:25 PM
To: Andrew Parrish <[REDACTED]@me.com>
Subject: Re: Wes Enos Offer

Andy,

I talked to Wes and he has been under the impression that we were going to pay him \$4500 per month and no reimbursement for phone or laptop. I know we had this conversation before, but maybe it was not made clear.

Let me know how you would like me to proceed.

Thanks

Kent

On Apr 19, 2011, at 8:58 PM, Andrew Parrish wrote:

> Kent -

>

> Please offer Wes as job as a consultant to MichelePAC \$3666.67/month (44k/year). He will be reimbursed one time up to \$700.00 dollars for a laptop and he can be reimbursed for a cell phone service and data plan, he should bill with an invoice monthly to MichelePAC and email it to [REDACTED]@aol.com. Please note that you should approve the minutes and and data plan pricing. It should be enough so we don't have overage charges. Also - he can start this list for support.

> <Iowa Pastors.xlsx>

>

> As for you I have recommended you to Guy Short at C&M strategies, I think he said he was hiring at \$7,000/month phone and onetime laptop reimbursement, I have CCed him on this so you can work it out.

>

> Talk soon,

>

> Andy

AP_0794

13-1274_0213

EXHIBIT 34

Affidavit of Eric Woolson:

I, Eric Woolson, being of full age, on oath or affirmation, say:

1. I joined Bachmann For President as campaign manager on or around Oct. 27, 2011, after helping them with media relations. I was hired and paid through my company, The Concept Works, Inc., as an independent contractor.

2. The day that the e-mail was sent by Campaign Solutions to the homeschool list – Nov. 10, 2011 – was the first day I heard anything about this situation.

3. I went to Sen. Kent Sorenson's office to tell him because he was the campaign's state chair.

4. Kent smiled at me and said, "Do you want to know how it happened?"

5. I said, "No," and tried to back out of his office.

6. Kent said, "We took it." Kent said they weren't getting anything from Barb (Heki), so when she stepped out of the office they took it.

7. Kent said, "We stood watch."

8. I went back to my office and immediately called Guy Short, the campaign's national political director, and told him we have a serious problem and we need to make this right. I told him that Kent Sorenson had said he and others took the database from Barb's computer.

9. Guy said he'd take care of it.

10. Then I called Keith Nahigian, the national campaign manager, and he returned my call later that evening. I told him the same thing I told Guy Short.

11. That same evening or the next, Wes Enos, the Iowa campaign's deputy manager, told me that I was going to be getting a phone call from Bill McGinley, the campaign's corporate lawyer. I did.

12. Guy Short, to my knowledge, did all the negotiating with the homeschool group on paying for rental of the list, to satisfy FEC regulations. I was not involved in this.

13. A few weeks later, just days before the Iowa caucuses, Kent Sorenson defected and joined the Ron Paul campaign. He had told me and others earlier that he had been offered a large sum of money to join their campaign. I had also heard others say that Kent was receiving compensation for his work on the Bachmann campaign through a consulting firm.

14. The press release that went out from the campaign in response to the homeschool group's letter about this incident was written and distributed by the national campaign; I did not have a part in that, except for seeing a draft briefly before it went out. I told them that the wording they had proposed to describe the incident – “accidentally” – was not an accurate word. I didn't see their final draft.

15. The day after the caucuses, Michele held a press conference to announce that she was bowing out of the presidential race. Then she took her national and Iowa campaign staff to lunch at a restaurant.

16. I overheard Michele Bachmann and Barb discussing the NICHE list issue at the Machine Shed staff luncheon the morning after the caucuses.

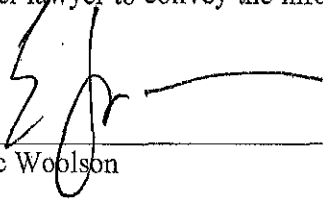
17. Barb approached me and said Michele Bachmann told her Kent Sorenson had taken the NICHE list and asked me if it was true.

18. I nodded yes and told her I did not want to discuss details at the luncheon. At a later date when she visited my office, I reconfirmed to her that Kent Sorenson had taken the list and shared a few more details.

19. I told her I had taken the issue up the chain of command and did not want to violate any confidences or confidentiality responsibilities.

20. Barb must've spent a lot of time investigating this on her own because a few months later she came into my office again and indicated that she had gathered evidence and would likely be filing a lawsuit.

21. I have since met with Barb and her lawyer to convey the information contained in this affidavit.


Eric Woolson

STATE OF IOWA; COUNTY OF POLK

This instrument was acknowledged before me on September 4, 2012, by Eric Woolson.




Notary Public

EXHIBIT 35

**SCHEDULE B-P
ITEMIZED DISBURSEMENTS**

Use separate schedule(s)
for each category of the
Detailed Summary Page

FOR LINE NUMBER:
(check only one)

PAGE 1958 / 1981

<input checked="" type="checkbox"/> 23	<input type="checkbox"/> 24	<input type="checkbox"/> 25	<input type="checkbox"/> 26	<input type="checkbox"/> 27a
<input type="checkbox"/> 27b	<input type="checkbox"/> 28a	<input type="checkbox"/> 28b	<input type="checkbox"/> 28c	<input type="checkbox"/> 29

Any information copied from such Reports and Statements may not be sold or used by any person for the purpose of soliciting contributions or for commercial purposes, other than using the name and address of any political committee to solicit contributions from such committee.

NAME OF COMMITTEE (In Full)

Bachmann for President

Full Name (Last, First, Middle Initial)

A. Kent Sorenson

Mailing Address State Capitol

1007 East Grand Avenue

City

Des Moines

State

IA

Zip Code

50319-1001

Purpose of Disbursement
grassroots coordinating

Candidate Name
Kent Sorenson

Category/
Type

Office Sought: House
 Senate
 President

Disbursement For: 2012
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

M M	/	D D	/	Y Y Y Y
08	/	03	/	2011

Transaction ID : B652A9407FA664E74ACA

Amount of Each Disbursement this Period

800.00

Full Name (Last, First, Middle Initial)

B. Kent Sorenson Jr.

Mailing Address

City

Indianola

State

IA

Zip Code

50125-2834

Purpose of Disbursement
grassroots coordinating

Candidate Name

Category/
Type

Office Sought: House
 Senate
 President

Disbursement For: 2012
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

M M	/	D D	/	Y Y Y Y
09	/	01	/	2011

Transaction ID : BA6F3A54F0E8546E887C

Amount of Each Disbursement this Period

400.00

Full Name (Last, First, Middle Initial)

C. Alice Fraker Stewart

Mailing Address

City

Little Rock

State

AR

Zip Code

72223-4712

Purpose of Disbursement
salary

Candidate Name

Category/
Type

Office Sought: House
 Senate
 President

Disbursement For: 2012
 Primary General
 Other (specify) ▼

State: District:

Date of Disbursement

M M	/	D D	/	Y Y Y Y
07	/	01	/	2011

Transaction ID : B12433F929DFE4F4081D

Amount of Each Disbursement this Period

5538.46

Subtotal Of Receipts This Page (optional).....

6738.46

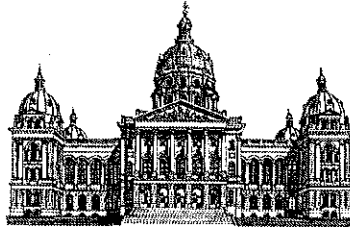
Total This Period (last page this line number only).....

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EXHIBIT 36

KENT SORENSON
STATE SENATOR
Thirteenth District
Statehouse: (515) 281-████

HOME ADDRESS
14358 S23 Hwy
Mile, IA 50166
H: (641) 942-████
████@legis.iowa.gov



The Senate
State of Iowa
Eighty-fifth General Assembly
STATEHOUSE
Des Moines, IA 50319

COMMITTEES
Government Oversight, *Ranking Member*
Judiciary
State Government, *Ranking Member*

February 8, 2013

Mike Marshall
Secretary of the Senate
State Capitol Building
Des Moines, Iowa 50319

Mr. Mike Marshall

The following will serve as my formal response to the Senate Ethics Complaint filed by Mr. Peter Waldron of Palm Harbor, Florida dated January 28, 2013.

First and foremost, I vehemently deny any wrong doing as alleged. The false allegations are on their face absurd, and not really meritorious of response. However, I also accept my responsibilities as a Senator. My response is made precisely because I respect the obligations of Senate process.

Below I will address each of the three accused violations from Mr. Waldron.

The first accused violation made by Mr. Waldron is that I violated Rule 16A of the code of ethics. 16A of the code of ethic is not a rule, but a guide to filing a complaint. It is written as follows:

"16. FILING OF COMPLAINTS.

a. Persons entitled. Complaints may be filed by any person believing that a senator, lobbyist, or client of a lobbyist has violated the senate ethics code, the senate rules governing lobbyists, or chapter 68B of the Iowa Code. A violation of the criminal law may be considered to be a violation of this code of ethics if the violation constitutes a serious misdemeanor or greater, or a repetitive and flagrant violation of the law."

I confirm and it is public information that a civil lawsuit was filed July of 2012. Then in September of 2012 those plaintiffs filed a criminal complaint. Sometime after instigation of the civil litigation the Heki plaintiffs dismissed Eric Woolson from the litigation. Subsequently the Hekis and their apparent sponsor, Mr. Waldron, obtained the affidavit referenced in the complaint.

I have fully cooperated with the Urbandale Police department during their investigation to date and I do not anticipate criminal charges being filed against myself or anyone else. The acts alleged both in the civil litigation, the Hekis' criminal complaint and Mr. Waldron's Senate complaint, even if contextually and factually accurate would not constitute a serious misdemeanor.

While there is a great deal of information I could provide to the contrary of the claims laid out in this complaint, under advice of counsel, I will save that for my civil case. Needless to say the statements in Mr. Woolson's affidavit will be impeached aggressively. It is clear that no basis in fact exists for the first basis of the complaint since I have not been charged, much less convicted of a serious misdemeanor or any crime since I have been elected to the Iowa State Senate. The complainant, Mr. Waldron, whose well published national attack on Michelle Bachman is surely known to the Committee, knew that I have not been charged with any crime when he made the complaint.

The second complaint Mr. Waldron alleges is a violation of Rule 6 of the code of the ethics, which is written as follows:

"6. EMPLOYMENT. A senator shall not accept employment, either directly or indirectly, from a political action committee or from an organization exempt from taxation under section 501(c)(4), 501(c)(6), or 527 of the Internal Revenue Code that engages in activities related to the nomination, election, or defeat of a candidate for public office. A senator may accept employment from a political party, but shall disclose the employment relationship in writing to the secretary of the senate within ten days after the beginning of each legislative session. If a senator accepts employment from a political party during a legislative session, the senator shall disclose the employment relationship within ten days after acceptance of the employment.

For the purpose of this rule, a political action committee means a committee, but not a candidate's committee, which accepts contributions, makes expenditures, or incurs indebtedness in the aggregate of more than seven hundred fifty dollars in any one calendar year to expressly advocate the nomination, election, or defeat of a candidate for public office or to expressly advocate the passage or defeat of a ballot issue or

influencing legislative action, or an association, lodge, society, cooperative, union, fraternity, sorority, educational institution, civic organization, labor organization, religious organization, or professional organization which makes contributions in the aggregate of more than seven hundred fifty dollars in any one calendar year to expressly advocate the nomination, election, or defeat of a candidate for public office or ballot issue or influencing legislative action.”

Once again these allegations are not based on facts. I did not receive compensation from MichelePAC, Bachmann for President or C&M Strategies. The Waldron Complaint fails to show compelling evidence otherwise.

Even had I been employed by C&M Strategies (which I was not) it would not have constituted a violation. First C&M Strategies is not a C-4, C-6 or a 527 and hence not a prohibited entity pursuant to Rule 6. Second Rule 6 expressly permits a senator’s direct or indirect employment by a campaign committee.

The third and final allegation of the Waldron Complaint is that I violated section 11 of the code of ethics, which is written as follows:

11. DISCLOSURE REQUIRED. Each senator shall file with the secretary of the senate within ten days after the adoption of the code of ethics by the senate, and within ten days after the convening of the second session of the general assembly, a statement under section 68B.35 on forms provided by the secretary of the senate setting forth the following information:

The nature of each business in which the senator is engaged and the nature of the business of each company in which the senator has a financial interest. A senator shall not be required to file a report or be assumed to have a financial interest if the annual income derived from the investment in stocks, bonds, bills, notes, mortgages, or other securities offered for sale through recognized financial brokers is less than one thousand dollars.

Disclosures required under this rule shall be as of the date filed unless provided to the contrary, and shall be amended to include interests and changes encompassed by this rule that occur while the general assembly is in session. All filings under this rule shall be open to public inspection in the office of the secretary of the senate at all reasonable times.

The secretary of the senate shall inform the ethics committee of the statements which are filed and shall report to the ethics

committee the names of any senators who appear not to have filed complete statements. The chairperson of the ethics committee shall request in writing that a senator who has failed to complete the report or appears to have filed an incomplete report do so within five days, and, upon the failure of the senator to comply, the ethics committee shall require the senator to appear before the committee.

I have filed all appropriate and required information to Mike Marshall, the Secretary of the Iowa Senate, and therefore am not in violation of section 11 of the code of ethics. The Waldron Complaint fails to even allege any particular or specific Rule 11 information that was not timely disclosed.

Perhaps the most significant, and perhaps only contextually accurate and truthful statement is the description he provides of his attempt to extort a relatively small amount of money from the Bachmann campaign. Mr. Waldron himself links the financial dispute with this Complaint.

I believe this fulfills the requested response and if you need any further information please do not hesitate to contact me.

Sincerely,

Hon. Kent Sorenson, Senator

EXHIBIT 37

Dear Mr. Marshall:

Following is my statement in the matters before the Iowa Senate Ethics Committee:

1. List issue
 - a. I never took, participated in, or directed the taking of any list from Ms. Heki's computer or the computer of anyone.
 - b. Attachment #1 to my statement is an affidavit from Mr. Tony Eastman, a former Bachmann staff person, who swears to personal knowledge that I did not take the mentioned list.
 - c. Attachment # 2 to my statement is an affidavit from Mr. Chris Dorr, a former Bachmann staff person, who accounts for the transfer of a list from Ms. Heki's computer and attests that I did not participate in any manner.
 - d. I am presently involved in a civil case dealing with the list. The civil case requires some level of confidentiality. Having said that, participants in the case and the Urbandale Police have been given the name of the individual who acquired the list.
 - e. The police investigation has received my full cooperation and I will continue to do so, if needed.
 - f. The only other individual to make any statement in these proceedings dealing with the list, Eric Woolson, professed no direct knowledge on the topic and upon providing a statement for Mr. Waldron, was dismissed as a defendant in the civil case.
2. Payment Issue
 - a. I was never paid directly or indirectly by Michelle PAC or the Bachmann Campaign.
 - b. Andy Parrish, a gentleman who was removed from the employ of the Bachmann offices due to my sharing of information with the congresswoman, is the only person to attempt to provide contrary information.
 - c. Mr. Parrish lacks consistency in his affidavit. In the Affidavit of Mr. Parrish, Items #3 and #6 are in direct conflict and cannot both be true in discussing his beliefs on the issue of payment.
 - i. Item #3 states, "We both knew that Iowa Senate ethics prevented any presidential campaign from paying a senator for his or her efforts on a candidate's behalf."
 - ii. Item #6 states, "Congresswoman Bachmann knew of and approved this arrangement. She, like the rest of us, understood from Senator Sorenson that it did not run afoul of any Iowa Senate ethics rules."
 - d. Mr. Parrish represents, in Item #3, that Ms. Bachmann knew of and approved of the alleged financial arrangement. He attempted to offer support of this statement with an e-mail to Ms. Bachmann labeled "Exhibit C". Nowhere in the e-mail is any compensation to me in any form mentioned, either directly or indirectly.
 - e. In Item #7 of the affidavit, Mr. Parrish offers an e-mail, Exhibit D to state I was "on staff".
 - i. In the e-mail, Mr. Parrish asked, "Can I get the names and pay of everyone on the team, please include yourself as well..." The word staff was never used. I believed "team" to mean staff and me as a volunteer.
 - ii. I responded as requested. I included myself, without annotation of pay, as I was receiving none. I listed the names and salaries of paid staff.

- f. Item #4 of Mr. Parrish's affidavit states, "The principal of C & M, Guy Short, agreed with my suggestion that we hire Sorenson at the rate of \$7,000..." Mr. Parrish offered an e-mail to me, Exhibit B, as support of the statement of that agreement.
 - i. The actual e-mail says, "As for you, I have recommended you to Guy Short at C&M strategies, I think he said he was hiring at \$7,000/month phone and one time laptop reimbursement. I have CCed him on this so you can work it out." Recommending me for an opportunity he thought someone may be hiring for is not an agreement made by any Bachmann entity. Additionally, I had a pre-existing relationship with Mr. Short from activities unassociated to any Bachmann entities.
 - g. Item #5 of Mr. Parrish's affidavit, he claims I was paid \$7,500 per month by Guy Short, although he states he, "never saw, nor had the occasion to see, any contract, checks, or other documents reflecting this relationship." He offers no attempt at support of his claim.
 - h. Attachment #3 to my statement is an affidavit from Mr. Wes Enos, a former Bachmann staff person who served as the Iowa campaign Comptroller. In the affidavit, he attests no request was ever made to pay me for my service.
 - i. Attachment #4 to my statement is an affidavit from Ms. Cherie Johnson. She performed an audit of my deposits into my account from December 8, 2010 to December 7, 2011. Ms. Johnson attests I deposited no checks from Guy Short or C&M Strategies. Additionally, she attests I never deposited \$7,500 from any single source.
3. The above facts support my previous statements that I took no list and received no pay from any Bachmann entities, either directly or indirectly. No evidence to the contrary exists.

Respectfully submitted,

Kent L. Sorenson

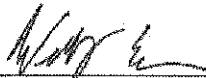
EXHIBIT 38

Affidavit of Wesley E. Enos, III

State of Iowa)
) SS
County of Polk)

I, the undersigned Wesley E. Enos III, being first duly sworn do, upon my oath, state the following.

1. I was employed by the Michelle Bachmann for President Campaign in Iowa during 2011 and part of 2012 in the capacity of a comptroller.
2. My duties included requesting payroll, payments and reimbursement checks for the Campaign's Iowa staff and volunteers.
3. At no time did I transmit a request for a check for Senator Kent Sorenson. I have no recollection of ever requesting even a reimbursement of expenses for Senator Kent Sorenson. Any such reimbursement would be properly noted on public filings by the Campaign. If a reimbursement request was transmitted made at all it would have been a nominal sum and a bona fide repayment for expenses Senator Sorenson would have incurred for the campaign.
4. I did request a check for Kent Sorenson Jr. in the approximate amount of \$250.00. That check was for payment for telephone calling and some campaign driving that he did for the Campaign during the Ames Straw Poll. Kent Sorenson Jr. and Senator Kent Sorenson are not one and the same persons. I know of my own personal knowledge that Kent Sorenson, Jr. performed the services for which he was compensated.



Wesley E. Enos, III

Subscribed and sworn to me, the undersigned Notary Public for the state of Iowa, by a person known to me as Wesley E. Enos, III as his voluntary act and deed on this 7 day of MAY, 2013.



Notary Public-State of Iowa

EXHIBIT 39

AFFIDAVIT

STATE OF IOWA)
(ss:
COUNTY OF POLK)

The undersigned being first duly sworn on oath state that I am licensed attorney in the State of Iowa; that I have reviewed the bank records provided to me by Kent Sorenson for Wells Fargo Account Number [REDACTED] that those records include monthly bank statements beginning December 8, 2010 through December 7, 2011; that I have also reviewed deposit records provided by Kent Sorenson in support of said monthly bank statements; that no deposit records were provided for the time period of December 8, 2010 to December 29, 2010; that no deposit records were provided for the time period of June 8, 2011 to July 7, 2011; that in my review of the records provided to me, I did not find any deposits made to Mr. Sorenson's account from the following sources: Guy Short or from C & M Strategies, Inc.; that in my review of the records provided to me, I did not find any payments from a single source that totaled \$7,500.00 in any one monthly period. After reviewing the records of Mr. Sorenson's Wells Fargo Account number [REDACTED] it is my good faith belief that from the time period of December 8, 2010 through December 7, 2011, Mr. Sorenson did not receive any payments from Guy Short or C & M Strategies, Inc. that were deposited into said account nor did he receive any payments from any one source that totaled \$7,500.00 in one monthly period that were deposited into said account.


Cherie L. Johnson AT0009380

Subscribed and sworn to before me this 30th day of April, 2013.



NOTARY PUBLIC



EXHIBIT 40



IOWA SECRETARY OF STATE

Matt Schultz

Home Business Services Search Databases Online Filing Elections Notaries Nonprofits

Home » Search Databases » Business Entities » Results » Summary

Business Entity Summary

[Print](#)

STAY CONNECTED



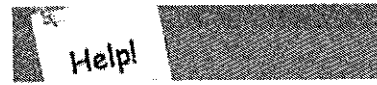
Summary [Address](#) [Agent](#) [Filings](#) [Names](#) [Officers](#) [Stock](#) [Search Again](#)

[Print Certificate of Existence](#)

Searched: grassroots strategy

Business No.	Legal Name	Status
409292	GRASSROOTS STRATEGY INC.	Active
Type	State of Inc.	Modified
Legal	IA	No
Expiration Date	Effective Date	Filing Date
PERPETUAL	12/29/2010	12/29/2010
Chapter		
CODE 490 DOMESTIC PROFIT		

VOTER FRAUD HOTLINE
1-888-SOS-VOTE



HOW CAN THE SECRETARY HELP YOU?

Names (Viewing 1 of 1)

Type	Status	Modified	Name
Legal	Active	No	GRASSROOTS STRATEGY INC.



NEWS ROOM



CONSTITUENT SERVICES

Registered Agent or Reserving Party

Full Name	Address	Address 2
KENT SORENSON	1104 E SALEM	PO BOX 633
	City, State, Zip	
	INDIANOLA, IA, 50125	

FEATURED RESOURCES

[QUICK LINKS](#) [ONLINE SERVICES](#) [SEARCH](#)

Home Office

Full Name	Address	Address 2
KENT SORENSON	PO BOX 633	
	City, State, Zip	
	INDIANOLA, IA, 50125	

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Email Address SIGN UP

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Secretary of State
First Floor, Lucas Building
321 E. 12th St.
Des Moines, IA 50319

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██████████@sos.iowa.gov | (515) 281-██████████

409292

\$50.00 KARE 2/2/2010

ARTICLES OF INCORPORATION
GRASSROOTS STRATEGY INC
A FOR-PROFIT CORPORATION

ARTI

8193618


1. The name of the corporation is GRASSROOTS STRATEGY INC.
2. The purpose of the corporation is to transact the business of the corporation and any other business not forbidden by law.
3. The period of operation is perpetual.
4. The corporation shall have authority to issue 1,000,000 shares all without par value.
5. The corporation will not commence business until at least \$1,000 has been received as consideration for issuance of shares.
6. The address of its initial registered office is 1104 E Salem, PO Box 633, Iowa 50125. The name of the Registered Agent at the same address is Kent Sorenson.
7. The Board of Directors and Incorporators will consist of one whose name is Kent Sorenson whose address is the same as in 6 above.
8. The Corporation is in Warren County, Iowa
9. Every director and officer shall be indemnified against all liabilities, civil and criminal, incurred in relation to his duties, including all reasonable expenses of defense, except to for negligence or misconduct in the matter out of which the liability arises.

Indianola

10 DEC 29 PM 12:14

SECRETARY OF STATE
IOWA

Dated this 1st day of January, 2010


Kent Sorenson, Incorporator and Director

FILED
IOWA
SECRETARY OF STATE
12-29-10
12:14 PM
W717439



EXHIBIT 41



Penguin Group (usa)
375 Hudson Street, New York, NY 10014-3658
Telephone (212) 366 [REDACTED]
www.penguin.com

August 1, 2011

Michele Bachmann
c/o Alexander Hoyt Associates
314 West 100th Street, Suite 81
New York, NY 10025

Dear Author:

We hereby agree that you will be included as an additional insured under our current media insurance policy (the "Policy"). The Policy provides for coverage as follows:

Your coverage will apply only to any Work published by us pursuant to our Agreement dated August 1, 2011 and will be subject to the terms of the Policy. The provisions of paragraph 2 of the Agreement will apply only to the extent that the Policy does not. The broad areas of coverage are libel, invasion of privacy, plagiarism, copyright infringement and certain forms of unfair competition, with coverage of no less than \$5,000,000.00 per occurrence and \$5,000,000.00 annual aggregate. The Policy currently carries a deductible of \$250,000.00 per occurrence, which we may share with you as provided in the third paragraph of paragraph 2 of the Agreement.

Please indicate your agreement to the above by signing in the space below and returning this letter to us.

SENTINEL,
AN IMPRINT OF PENGUIN GROUP (USA) INC.

AGREED

Adrian Zackheim
President

Michele Bachmann

John Schline
Senior Vice-President,
Corporate Director of Business Affairs

A PEARSON COMPANY

THMB_000017

13-1274_0236

(e) The exclusive right in the Exclusive Territory and the Schedule A Countries, and nonexclusively in the Nonexclusive Territory, to license the Work, in whole or in part, for publication in the English language in the following editions: (i) mass market paperback, (ii) trade paperback, (iii) original hardcover and (iv) hardcover reprint;

(f) The exclusive right in the Exclusive Territory and the Schedule A Countries, and nonexclusively in the Nonexclusive Territory, to license the Work, in whole or in part, for publication by book clubs and in magazine condensations, newspaper syndications, serializations, and as provided in paragraph 10;

(g) The exclusive right in the Exclusive Territory and the Schedule A Countries, and nonexclusively in the Nonexclusive Territory, to print, publish and sell the Work and to license the Work, in whole or in part, for publication, in textbook editions, large type editions, anthologies, picture-book editions, phonorecords, premium, direct mail, coupon advertising, audio recordings, and audiovisual recordings;

(h) The exclusive right to license or otherwise exploit the Work throughout the world in respect to all forms of commercial tie-ins and adaptations, including (but not limited to) the exclusive right to use and license others to use the Work, or the title of the Work, in whole or in part for (i) trademarks or trade names for other products, (ii) toys or games, and (iii) otherwise reproducing the Work, its cover or associated artwork on any material or in any medium;

(i) The exclusive right to license or otherwise exploit motion picture, dramatic, television, radio, flyer, and all other forms of performance rights to the Work throughout the world;

(j) The exclusive right in the Exclusive Territory and the Schedule A Countries, and nonexclusively in the Nonexclusive Territory, to display the Work in any manner designed to be read and to license the display of the Work in any manner designed to be read, in whole or in part, by any means, method, device or process now known or later developed, and whether the images of the Work are shown sequentially or nonsequentially ("Display Rights"), including without limitation on-line or off-line electronic displays, mechanical visual recordings or reproductions (together with accompanying sounds, if any, including a mechanical reading of the Work), microfilm, microfiche, data retrieval and storage systems, computer software systems, and all other forms of copying, recording, or the transmitting of the Author's words and or illustrations in any manner designed to be read, which are not either granted to the Publisher elsewhere in this Agreement or reserved to the Author, provided however that such reservation of rights shall not preclude the exercise of Display Rights. In addition, the Author hereby grants the Publisher the right to acquire interactive multimedia rights by matching any bonafide third party offer for such rights within thirty (30) days of written submission to the Publisher of such offer.

Author's Representations, Warranties and Indemnities

†Wherever in this paragraph 2 reference is made to attorneys' fees, it shall mean reasonable attorneys' fees.

2. + The Author hereby represents and warrants to the Publisher, any seller or distributor of the Work, and to the Publisher's successors, licensees and assigns, and any officers, agents and employees of the foregoing: that he is the sole Author of the Work (*SEE PARAGRAPH 3B*); that the Work is or will be the Author's next book-length work written under his name or a pseudonym or in collaboration with any other person; that he is the sole and exclusive owner of all rights granted to the Publisher in this Agreement and has not assigned, pledged or otherwise encumbered the same; that the Work is original, has not been published in book form, and is not in the public domain; that he has full power to enter into this Agreement and to make the grants herein contained; that the Work does not, in whole or in part, infringe any copyright or violate any right of privacy or other personal or property right whatsoever, or contain any libelous matter or matter otherwise contrary to law; that no recipe, formula or instruction contained in the Work is injurious to the user; and that all statements asserted as facts are based on the Author's careful investigation and research for accuracy.

In the event of the assertion of any claim, action or proceeding inconsistent with any of the foregoing representations and warranties, (a) the Publisher shall have the right to defend the same through counsel of its own choosing, and (b) the Author shall fully cooperate in the Publisher's defense and shall indemnify and hold harmless the Publisher, any seller or distributor of the Work, and the Publisher's successors, licensees and assigns, and any officers, agents and employees of the foregoing, from and against any and all liability, damage, loss, expense (including attorneys' fees to the extent provided below) and settlement costs, resulting from any such claim, action or proceeding, provided that no settlement covered by this indemnity shall be effected by the Publisher without the prior written consent of the Author, which consent shall not be unreasonably withheld.

Except where the claim, action or proceeding results from the Author's willful breach of any of his foregoing warranties or representations, the Publisher and the Author will share equally the Publisher's attorneys' fees and legal expenses and any settlement made by or final judgment or decree rendered against the Publisher (such fees, expenses, settlement and/or judgment or decree being, collectively, "Legal Costs"), provided that in no event shall the Author be required to contribute to Legal Costs more than either the total advance against royalties paid or payable to the *Writer on behalf of the Author* under paragraph 5 of this Agreement, or the Author's share of the deductible under the Publisher's current media insurance policy (if applicable), whichever is less. Where, however, the claim, action or proceeding results from the Author's willful breach of any of his foregoing warranties or representations, the Author will be responsible for the entire amount of such Legal Costs. If at any time the Author desires to settle such claim, action or proceeding, but the Publisher desires to continue the defense thereof, the Author's liability under the foregoing indemnity shall be limited to the bona fide settlement amount accepted by the claimant (evidenced in writing) in respect to such claim, action or proceeding plus one-half (1/2) of the Publisher's attorneys' fees and legal expenses up to the time that the claimant and the Author agreed upon the amount.

Any payments withheld will be released if the claimant has not instituted a formal legal action within one year after first presenting his/her claim.

If any such claim, action or proceeding is threatened or instituted, the Publisher shall promptly notify the Author and, in the Publisher's sole discretion, may withhold payments due the Author *and/or the Writer* under this or any other previously executed agreement between the Publisher and the Author, subject to the Author's right to draw on such sums to defray expenses of the Publisher in defending such claim, action or proceeding (to the extent covered by this indemnity) and to satisfy and discharge any judgment or decree rendered. In the event that a judgment or decree shall be entered in any court based upon any such claim, action or proceeding and the Author shall desire to appeal, the Author shall indemnify and hold harmless the Publisher, any seller or distributor of the Work, and the Publisher's successors, licensees and assigns, and any officers, agents and employees of the foregoing, from and against any and all liability, damage, loss, and expense (including all attorneys' fees) of such appeal and shall furnish and file all bonds necessary to perfect said appeal and to stay execution of any such judgment or decree, if a final adverse judgment or decree is rendered in such action or proceeding and is not promptly paid, bonded, or stayed by the Author, or if costs and expenses (including attorneys' fees) covered by the foregoing indemnity are not promptly paid by the Author, the Publisher may apply the payments so withheld to the satisfaction and discharge of such judgment or decree and to the payment of such costs and expenses.

Irrespective of the foregoing, the Publisher shall have the right at any time on its own behalf and expense to settle any such claim, action or proceeding without the Author's consent, provided, however, that no such settlement shall contain an admission of copyright infringement or plagiarism by the Author without the Author's prior written consent. Publisher will not enter into a settlement of any claim or proceeding that will have a material effect on the Author's reputation without her prior consent.

The representations, warranties and indemnities contained herein are continuing representations, warranties and indemnities and shall survive the termination of this Agreement.

Delivery of Manuscript and Corrections

#(d) If the Publisher does not notify the Author within such forty-five (45) day period, then upon the Author's written notice to the Publisher [with a copy to the Publisher's Corporate Counsel or General Counsel] or the Publisher's failure to so advise the Author, the Publisher shall have another fifteen (15) days to notify the Author or the manuscript shall be deemed to be accepted.)

* (e): provided that before the Publisher undertakes such work, the Author has approved (i) the changes to be made to the Work, and (ii) the cost (if any) thereof to be charged to the Author

+ (g): If an index is included in the Work, the Publisher shall provide and charge the cost thereof against the Author's royalty account.

Publication

@Publisher will make good faith efforts to publish the Work before November 24, 2011, provided that Author has timely delivered an acceptable manuscript to Publisher pursuant to the provisions of Paragraph 3 (a).

3. (a) The Author shall deliver to the Publisher on or before August 15, 2011 one (1) disc and two (2) complete typewritten copies of the manuscript of the Work in its final form, in the English language, consisting of approximately 45,000 words, in style, content, length, and form satisfactory to the Publisher.

(b) If the Author fails to deliver the manuscript by that date, the Publisher shall have the right to terminate this Agreement upon written notice to the Author, in which event the Author shall promptly repay to the Publisher any and all sums paid to the *Writer hereunder*.

(c) If the Publisher should terminate this Agreement pursuant to subparagraph 3(b), the Author shall not publish or permit the publication of the Work or any other work of a substantially similar nature or subject matter by any other publisher without first offering the manuscript for any such Work or work (in the form delivered to such other publisher) to the Publisher upon the terms set forth in this Agreement.

(d) If the manuscript or any portion thereof, when delivered, is not satisfactory to the Publisher in style, content, length, and form, the Publisher, in its sole discretion, shall have the option either to notify the Author in writing within forty-five (45) days # to what extent the manuscript (or relevant portion) is not satisfactory, in which event the Author shall have thirty (30) days following the receipt of such notice to submit a manuscript (or relevant portion) that is satisfactory as provided in subparagraph 3(a) above and as provided by such notice, ~~or to terminate this Agreement upon written notice to the Author.~~

(e) ~~If the Publisher shall exercise the first option in subparagraph 3(d) above, and the Author fails or refuses to comply with the notice, the Publisher, in its sole discretion, shall have the option either to terminate this Agreement upon written notice to the Author, or to have the necessary work done upon the manuscript, if need be employing outside editorial assistance, and to charge the cost thereof to the Author against the Work, ~~or past works of the Author.~~~~

(f) If the Publisher exercises its option to terminate this Agreement as provided in subparagraph 3(d) or 3(e) above, the Author shall use his best efforts to sell the Work or any portion thereof elsewhere and shall repay any and all sums paid to the *Writer* him under this Agreement out of the first and subsequent payments due the *Author and/or the Writer and/or any other party* him when and if another publisher accepts the Work or any portion thereof for publication. (Such payments from another publisher, up to the total amount of any and all sums paid to the *Writer* under this Agreement, being "First Proceeds.") The Author hereby (1) assigns and transfers to the Publisher the Author's right to receive First Proceeds and (2) authorizes and directs any other publisher from whom the Author *and/or the Writer and/or any other party* is entitled to receive First Proceeds to pay such sums directly to the Publisher on Publisher's written demand therefor.

(g) Simultaneously with the delivery of the manuscript as provided in subparagraph 3(a) above, the Author shall deliver to the Publisher, at the Author's sole cost and expense, all mutually agreed upon photographs, drawings, captions, maps, charts, tables, appendixes, notes, bibliography, and other matters required by this Agreement, ~~and an index within ten (10) days after the Author's receipt of page proofs.~~ + If the Author fails to do so, the Publisher shall have the option, in its sole discretion, either to terminate this Agreement upon written notice to the Author and to recover any and all sums paid to the *Writer* hereunder, or to supply such materials itself, if necessary employing outside editorial and artistic assistance, and to charge the cost thereof to the Author against the Work, ~~or past works of the Author.~~

(h) If copyrighted material is included in the Work (other than that of which the Author is the lawful proprietor), the Author, at his sole expense, shall secure from the copyright proprietor and deliver to the Publisher written permission, in form satisfactory to the Publisher, to reproduce such materials in the Work and in all editions, adaptations and media and in the territory and during the entire term permitted in this Agreement. Upon the Author's request, the Publisher shall supply the Author with a sample permission form.

(i) The Author shall promptly read, revise, correct and return to the Publisher all proofs of the Work submitted to him by the Publisher. The Author shall pay for all alterations in the proof made at the Author's request (exclusive of the cost of correcting typesetter errors or making Publisher alterations), to the extent that such alterations exceed ten percent (10%) of the cost of composition. The Author shall pay for all alterations (exclusive of the cost of correcting errors of the typesetter making Publisher alterations) that he requests after page proofs have been made or typesetting of the Work has been corrected in conformity with the Author's corrected galley proof. See Rlddr to subparagraph 3 (i).

4. (a) Except as provided in subparagraphs 4(b) and 4(c) below, the Publisher will, within eighteen (18) months after acceptance of the Work @ ~~as provided in paragraph 5 below,~~ publish or cause publication of the Work in such editions, imprints, style and manner and at such prices as it deems suitable. The Publisher shall be authorized to exercise the usual editorial privileges in the course of preparing the Work for composition and to make the manuscript conform to its standard style of punctuation, spelling, capitalization and usage.

(b) The failure of the Publisher to publish or cause publication of the Work within the time period set forth in subparagraph 4(a) above shall not be deemed to be a violation of this Agreement if such failure to publish is caused by restrictions of governmental agencies, labor disputes, inability to have the book manufactured or to obtain the materials necessary for its manufacture, or by any delay occasioned by the assertion of any claim, action or proceeding covered by any of the representations and warranties contained in paragraph 2, or for any other cause beyond the control of the Publisher. In the event of a delay resulting from any cause referred to in this subparagraph the publication date may, at the Publisher's option, be postponed accordingly, provided, however, that if the delay is occasioned by the assertion of any claim, action or proceeding covered by any of the representations and warranties contained in paragraph 2 hereof and such claim, action or proceeding is not resolved by settlement or final judgment within six (6) months, the Publisher shall have the option to terminate this Agreement and the Author shall thereupon repay any amount paid to the *Writer hereunder*.

(c) In the case of prepublication serialization, initial book publication may be delayed, at the Publisher's option, for a period not to exceed six (6) months after completion of publication of such serialization.

(d) If the Publisher fails to publish the Work within the agreed time period, the Author may, at his option, by written notice to the Publisher, demand that the Publisher publish the Work and in the event the Publisher has not published within six (6) months of such notice, the Author may terminate this Agreement. In such event the only damages recoverable by the Author shall be limited to the entire amount payable to the *Writer* under paragraph 5 *hereunder* herein, ~~advance paid by the Publisher up to the date of termination.~~ No other damages, actions or proceedings, either legal or equitable, including (but not by way of limitation) specific performance, shall be claimed, instituted or maintained by the Author against the Publisher.

(e) Nothing herein shall require the Publisher to publish or license each and every edition permitted to be published or licensed hereunder. Furthermore, the Publisher shall not be required to continue the publication of the Work if in its opinion it violates the right of privacy or any property or personal right of any person, or contains any libelous or other unlawful matter, or presents a substantial risk of liability or injury to third persons or of governmental action against the Work. If in the good faith opinion of Publisher's legal counsel the Publisher is unable to publish the Work for the reasons set forth in this subparagraph, and the Publisher, in its sole discretion, determines that the manuscript may be revised so as to render it publishable, the Publisher shall notify the Author in writing of its reasons for such opinion and, insofar as possible, the Publisher shall provide guidance as to how such legal problems may be resolved. If the Author then fails to correct the problems in the Work to the Publisher's satisfaction within thirty (30) days following the Author's receipt of such notice, the Publisher shall have the right to terminate this Agreement, and the Author shall thereupon repay any amount paid to the Writer.

(f) Publisher may elect to have the Work reviewed by its counsel prior to publication in which event the Author shall cooperate in the vetting process and shall make such changes in the Work as are requested by Publisher's counsel. Such vetting and changes made as a result of the vetting shall not diminish the Author's representations, warranties and indemnities under paragraph 2 of this Agreement.

Advance

5. The Author hereby directs the Publisher to pay to Jim Pinkerton (the "Writer") a flat fee of One Hundred Twenty Five Thousand Dollars (\$125,000.00), payable \$62,500.00 on signing of this Agreement and \$62,500.00 on delivery and Publisher's acceptance of the complete and finished manuscript of the Work. Before any royalties become payable to the Author, the full \$125,000.00 sum, plus bonus amount(s) payable pursuant to Paragraph 39, if any, must be earned from all sums accruing to the Author's account hereunder, less any outstanding debts and less a reasonable reserve for estimated returns pursuant to Paragraphs 6, 7, 8 and 9 in an amount which Publisher feels appropriate.

SEE PARAGRAPHS 38 AND 39.

Royalties for
Trade
Hardcover
Edition

6. The Publisher shall pay to the Author, or credit to the Author's account, the following royalties on copies sold of any trade hardcover edition of the Work published by the Publisher, less credited returns and less a reasonable reserve for estimated returns:

(a) Except as otherwise provided in this paragraph 6 or subparagraph 11(a) below, the following percentages of the Publisher's suggested retail price as defined in subparagraph 35(a) below ("Suggested Retail Price"), of each copy sold in the United States through normal channels:

Fifteen percent (15%) on all copies of the Work sold.

Copies covered by any other subparagraph of this paragraph 6, other than subparagraphs 6(b) and 6(h), and 6(i), shall not be included in the computation of total copies sold for purposes of this subparagraph 6(a);

(b) Where the discount to jobbers or to wholesale distributors or booksellers (except as provided for in subparagraph 6(d) below) on copies of any edition published by the Publisher is more than fifty percent (50%), the Publisher shall pay to the Author the prevailing royalty rate under subparagraph 6(a) above less one-half (1/2) the difference between a forty-four percent (44%) discount and the discount granted (it being understood that in no event shall the amount paid to the Author be less than one-half (1/2) the prevailing royalty rate under subparagraph 6(a) above), but the regular rate of royalty, regardless of discount, shall be paid on books delivered to booksellers and bookdealers in payment for trade advertising;

(c) A royalty of ten percent (10%) of the amount received as defined in subparagraph 35(b) below ("Amount Received"), by the Publisher on sales of overstock and damaged copies that the Publisher deems expedient to sell at a discount of sixty percent (60%) or more; provided that the royalty shall in no event exceed one-half (1/2) of the excess of the Amount Received by the Publisher over the Publisher's manufacturing cost as defined in subparagraph 35(c) below ("Manufacturing Cost"). No sale of overstock shall take place within the first year after publication of the Work in book form, except upon the written consent of the Author or the Author's agent pursuant to paragraph 27 below, which consent shall not be unreasonably withheld;

(d) For sales outside normal wholesale and retail trade channels, a royalty of ten percent (10%) of the Amount Received by the Publisher on sales at a discount between fifty percent (50%) and sixty percent (60%) of the Publisher's Suggested Retail Price and five percent (5%) of the Amount Received on sales at a discount of sixty percent (60%) or more; provided that the royalty shall in no event exceed one-half (1/2) of the excess of the Amount Received by the Publisher over the Publisher's Manufacturing Cost;

(e) A royalty of ten percent (10%) of the Amount Received by the Publisher for copies, bound or in sheets, sold for export (except as provided in subparagraph 6(f) below); provided that the royalty shall in no event exceed one-half (1/2) of the excess of the Amount Received by the Publisher over the Publisher's Manufacturing Cost;

(f) A royalty of fifteen percent (15%) of the Amount Received by the Publisher on all sales in Canada of copies of any edition published by the Publisher;

(g) A royalty of five percent (5%) of the actual selling price on copies sold by the Publisher directly to commercial purchasers as a premium or to the consumer through the medium of mail-order coupon advertising, direct by-mail circularization or solicitation by radio or television;

(h) A royalty of ten percent (10%) of the Publisher's Suggested Retail Price or a royalty equal to the initial royalty rate under subparagraph 6(a) above, whichever is lower, on all copies sold from a reprinting of two thousand five hundred (2,500) copies or less made within the first two years after publication*;

* (h),(i) (only one (1) such reprinting may be made per year at the reduced royalty rate)

(i) A royalty of one-half (½) of the prevailing royalty rate under subparagraph 6(a) above on all copies sold from a reprinting of two thousand five hundred (2,500) copies or less made no earlier than two (2) years after first publication, provided that sales under subparagraphs 6(a) and 6(b) above in the six (6) month period immediately preceding such reprinting do not exceed five hundred (500) copies*;

(j) A royalty of five percent (5%) of the Publisher's Suggested Retail Price of each copy sold within the United States of any hardcover reprint edition issued by the Publisher at a Suggested Retail Price of not more than two-thirds (⅔) of the original Suggested Retail Price; and

(k) A pro-rata share of five percent (5%) of the Publisher's Suggested Retail Price of any omnibus edition in which the Work appears.

Royalties for Mass Market Paperback Edition

7. The Publisher shall pay to the Author, or credit to the Author's account, the following royalties on copies sold of any mass market paperback edition of the Work published by the Publisher, less credited returns and less a reasonable reserve for estimated returns:

(a) Except as otherwise provided in this paragraph 7 or subparagraph 11(a) below, the following percentages of the Publisher's Suggested Retail Price of each copy sold in the United States through normal channels:

Ten percent (10%) on all copies of the Work sold, (NOT TO BE DEEMED A PRECEDENT)

Copies covered by any other subparagraph of this paragraph 7 shall not be included in the computation of total copies sold for purposes of this subparagraph 7(a);

(b) A royalty of five percent (5%) of the Publisher's Suggested Retail Price on all copies sold for export, or outside the United States; and

(c) A royalty of five percent (5%) of the Amount Received by the Publisher on sales of overstock and damaged copies, and on all copies sold to a governmental agency, to a book club, through the medium of mail order, to commercial purchasers as a premium, in bulk outside normal (wholesale and retail) channels, and for each copy sold at a discount of more than fifty-five percent (55%) from the Publisher's Suggested Retail Price of the mass market paperback edition of the Work; provided that the royalty shall in no event exceed one-half (½) of the excess of the Amount Received by the Publisher over the Publisher's Manufacturing Cost.

Royalties for Trade Paperback Edition

8. The Publisher shall pay to the Author, or credit to the Author's account, the following royalties on copies sold of any trade paperback edition of the Work published by the Publisher, less credited returns and less a reasonable reserve for estimated returns:

(a) Except as otherwise provided in this paragraph 8 or subparagraph 11(a) below, the following percentages of the Publisher's Suggested Retail Price of each copy sold in the United States through normal channels:

Seven and one-half percent (7½%) on all copies of the Work sold.

Copies covered by any other subparagraph of this paragraph 8 shall not be included in the computation of total copies sold for purposes of this subparagraph 8(a);

(b) A royalty of two-thirds (⅔) of the prevailing royalty rate under subparagraph 8(a) above, based upon the Amount Received by the Publisher, on all copies sold for export, or outside the United States; and

(c) A royalty of five percent (5%) of the Amount Received by the Publisher on sales of overstock and damaged copies, and on all copies sold to a governmental agency, through the medium of mail order, to commercial purchasers as a premium, in bulk to book clubs and outside normal (wholesale and retail) channels, and for each copy sold at a discount of more than fifty-two percent (52%) from the Publisher's Suggested Retail Price of the trade paperback edition of the Work; provided that the royalty shall in no event exceed one-half (½) of the excess of the Amount Received by the Publisher over the Publisher's Manufacturing Cost.

Royalties for Other Editions

9. (a) The Publisher shall pay to the Author, or credit to the Author's account, the following royalties on copies sold by the Publisher of any audio cassette (or other sound recording) of the Work, less credited returns and less a reasonable reserve for estimated returns, and except as otherwise provided in subparagraph 11(a) below:

(i) a royalty of eight percent (8%) of the Amount Received by the Publisher, except as otherwise provided in subparagraph 9(a)(ii) below; and

(ii) for downloadable audio recordings, the royalty shall be twice the royalty rate listed in subparagraph 9(a)(i) above, based on the Amount Received by the Publisher.

Copies covered by each of the above subparagraphs shall only be included in the computation of total copies sold for purposes of the respective subparagraph.

(b) (i) The Publisher shall pay to the Author or credit to the Author's account, the following royalties on copies sold by the Publisher of any versions of the Work resulting from Publisher's exercise of Display Rights as defined in subparagraph 1(j) above, less any credited returns and a reasonable reserve for estimated returns and except as provided in subparagraph 11(a) below: a royalty of twenty-five percent (25%) of the Amount Received by the Publisher on all copies of the Work sold.

(ii) Notwithstanding anything to the contrary in subparagraph 9(b)(i) above and subparagraph 11(a) below, for digital sales of the Work, in whole or in part, by a third party or other digital access to the Work, in whole or in part, provided by a third party, where the Publisher does not establish a Suggested Retail Price, but instead receives income based on a share of advertising revenue or subscriptions or receives revenue from micro-transactions, the Publisher shall pay to the Author, or credit to the Author's account, a royalty of thirty percent (30%) of the Amount Received by the Publisher with respect to the Work.

Royalties from Licensing

10. (a) The Publisher shall pay to the Author, or credit to the Author's account, the specified percentage of the net proceeds received by the Publisher from the licensing of the following rights:

<i>Right</i>	<i>Percentage to be Paid to Author</i>
Mass Market Paperback	50%
Trade Paperback	50%
Hardcover Reprint	50%
Book Club	50%
Syndication	50%
Second Periodical Rights (after first book publication): serialization, digest, abridgment, condensation, excerpt	30%
Anthology and Other Selection Reprint, in whole or in part; in complete, condensed, adapted or abridged versions	50%
Textbook Edition, Large Type Edition, Picture-Book Edition, Photoplay	50%
Premium, Direct mail, Coupon Advertising	50%
Hardcover Original	50%
Publication in the English language in the Schedule A Countries	80%
Publication in the English language in Canada	50%
Publication in Other Languages	75%
First Periodical Rights (prior to first book publication)	90%
Motion Picture, Television, Radio and Dramatic Rights	50%
Lyric Rights	50%
Commercial Adaptations and Tie-ins	50%
Audiovisual Rights	50%
Audio Recordings	50%
Display Rights	50%

~~(b) In the event the Author retains Canadian book club rights, the Publisher shall have the nonexclusive right to permit book club editions of the Work licensed by the Publisher to be sold in Canada and the Publisher shall remit to the Author all royalties received on such Canadian sales.~~

No Royalties

11. No royalty, fee or other charge shall be payable to the Author for the following, applicable to all editions of the Work published or caused to be published pursuant to this Agreement:

(a) Sales made at or below Manufacturing Cost, copies destroyed, copies furnished gratis to the Author, editorial review copies, or copies otherwise used to promote the sale of the Work;

(b) Licensing publication of the Work without fee, in Braille (or similar tactile symbols), or by audio recordings or visual recordings, solely for the blind and other physically handicapped persons; and

(c) Publishing or permitting others to publish or broadcast or transmit by radio, television or on-line selections from the Work, for publicity and promotion purposes only, in a manner which in the reasonable opinion of the Publisher would benefit its sale, provided such rights do not conflict with the rights acquired by the purchaser (if any) of the motion picture rights.

Statements
and
Payments

12. The Publisher shall render semiannual statements of account in accordance with its regular accounting practices, except that the first statement shall not be rendered until at least six (6) months after publication date. Such statements shall be submitted to the Author, together with payment for all amounts due for each period, during the fourth month following the close of each period, so long as any payments are due. All payments made by the Publisher to or for the account of the Author pursuant to this agreement shall be chargeable against and recoverable by the Publisher from any and all moneys accruing to the Author under this or any other previous agreement with the Publisher, and all sums owing by the Author to the Publisher under this or any other agreement may be deducted from payments accruing to the Author under this or any other previous agreement with the Publisher. State, federal, and foreign taxes on the Author's earnings, when required by law to be withheld and paid by the Publisher, shall be proper charges against the Author's earnings hereunder. When the balance to the credit of the Author at the end of any statement period shall be less than twenty-five dollars (\$25.00), a no statement shall be rendered regardless of the amount due, and the amount due shall be carried forward. The Author or his duly authorized representatives shall have the right upon written request to examine the Publisher's records that relate to the Work; such examination shall be at the cost of the Author unless errors of accounting amounting to five percent (5%) or more of the total sum paid to the Author during the period covered by such request shall be found to his disadvantage, in which case the cost shall be borne by the Publisher.

Copyright

13. (a) The Publisher shall print in each edition of the Work published by it a proper United States copyright notice in the name of the Author, sufficient to secure United States copyright and Universal Copyright Convention protection in the Work to such person. The Author hereby appoints the Publisher as his attorney-in-fact, and in such capacity the Publisher shall duly register a claim for United States copyright in the Work in such person's name, and for any renewals, extensions or continuations thereof if necessary, and shall deposit the required number of copies of the Work with the Library of Congress. The Publisher shall use its best efforts to see that every license granted by it to publish, reproduce or otherwise use the Work, in whole or in part, shall contain a specific requirement that the licensee will print a proper copyright notice in each edition of the Work published by such licensee. The Publisher's failure to carry out the obligations in this subparagraph shall not be deemed to be a breach of this Agreement unless the Publisher shall not use its best efforts to cure such failure after notice from the Author.

(b) The Author, his heirs, executors, administrators, successors and assigns shall render such cooperation and assistance as the Publisher may reasonably request to protect the rights granted hereunder, including (but not by way of limitation) delivering to the Publisher appropriate transfers of copyright and other documents, in legally recordable form, in respect to all or any portion of the Work or any edition thereof. In addition, the Author shall promptly notify the Publisher of any arrangement he makes for the publication of the Work, in whole or in part, by any person other than the Publisher, as to any rights reserved to the Author hereunder.

(c) If the Work contains a substantial portion of material taken from documents prepared and published by the United States Government and therefore not subject to copyright, the Author shall notify the Publisher in writing of the existence and location of all such material in the Work.

Copyright
Infringement

14. In the event that the copyright of the Work shall be infringed, and if no mutually satisfactory arrangement shall be arrived at for joint action in regard thereto, either the Author or the Publisher, jointly or separately, shall have the right to bring an action to enjoin such infringement and to recover damages. If they shall proceed jointly, the expenses and recoveries, if any, shall be shared equally; if they cannot agree to proceed jointly, any party going forward with such action shall bear his or its own expenses, and any recoveries had therein shall belong to such party. If the party bringing action does not hold the record title of the copyright, the other party will transfer and permit the recordation of such copyright ownership as will permit the former to bring the action in his or its own name.

Author's
Property

15. The Publisher shall not be responsible for loss or damage to any property of the Author. In the absence of a written request from the Author made prior to publication, the Publisher, after publication of the Work, may dispose of the original manuscript and proofs.

Author's
Copies

16. The Author shall be entitled to receive on publication one hundred (100) free copies, and the Author's agent shall be entitled to receive five (5) free copies, of each physical edition of the Work published by the Publisher, and the Author shall have the right to purchase further copies for personal use and not for re-sale at a discount of forty percent (40%) from the Publisher's Suggested Retail Price.

Contracts
With Others

17. The Publisher shall notify the Author of the terms of any contracts or agreements entered into by the Publisher for any grant or license permitted under this Agreement where the Author's share of the proceeds or royalty is or is likely to amount to five hundred dollars (\$500.00) or more and, upon the Author's request, shall furnish the Author with a copy of each such contract or agreement.

Use of Au-
thor's Name
and Likeness

18. The Publisher, in its sole discretion, may use and authorize the use of the Author's name, pre-approved likeness, pre-approved photograph and pre-approved biographical data in connection with advertising, publicizing, licensing and promoting the Work, ~~and any commercial adaptation thereof.~~ The Author shall have approval over any Author photograph or likeness of her image which appears as part of the jacket/cover of the Work.

Motion
Picture and
Television
Licenses

19. In the event that motion picture or telecast rights in the Work are reserved to the Author and the Author is successful in selling or licensing such rights to a third party, the Author hereby consents and agrees that any such sale or license shall contain a provision in favor of the Publisher, its licensees, successors and assigns, at no additional cost, permitting use of the title used in or suggested by the motion picture or telecast together with or as an alternative to the original title of the Work.

No Competing Work 20. The Author agrees that during the term of this Agreement he will not, without the written permission of the Publisher, publish or authorize to be published any work substantially similar to the Work or which would be reasonably likely to injure its sale or the merchandising of the other rights granted herein. It is understood and agreed that the Author may write articles, op-eds and similar non-commercial opinion pieces and may make incidental use of material from the Work in such writings without violating the provisions of this paragraph 20.

Out of Print Provisions 21. If the Work shall be out of print and if, after written notification from the Author to this effect, the Publisher shall fail to place the Work in print, or license publication of a reprint edition by another publisher as permitted herein, within a period of six (6) months after the date of such notice (subject, however, to the provisions of subparagraph 4(b) hereof in respect to delay from causes beyond the control of the Publisher), this Agreement shall thereupon terminate with such effect as provided in paragraph 24 below. The Work shall not be deemed to be out of print so long as it is under option or contract for publication or on sale in a full-length any edition in the United States, whether under the imprint of the Publisher or a licensee. The existence of an individual print on demand edition or an electronic edition shall not constitute the Work being in print unless there are total sales of five hundred (500) three-hundred (300) copies per year.

Termination by Publisher 22. If the Publisher shall determine one (1) year after publication that there is not sufficient sale of the Work to enable the Publisher to continue the Work's publication and sale, the Publisher may give written notice of the termination of this Agreement to the Author, with such effect as provided in paragraph 24 below.

Bankruptcy and Liquidation 23. If the Publisher is adjudicated a bankrupt or makes a general assignment for the benefit of creditors or liquidates its business, this Agreement, to the extent permitted by law, shall terminate upon notice from the Author to the Publisher, with such effect as provided in paragraph 24 below.

Rights on Termination 24. (a) Upon the termination of this Agreement for any cause, all rights (except as provided in subparagraph 24(b) below) granted to the Publisher shall revert to the Author, subject to the Publisher's continued participation, to the extent provided, in any licenses granted by the Publisher. The Publisher may dispose of any or all of the copies of the Work remaining on hand as it deems best, subject to the payment of royalties as provided. However, for a period of thirty (30) days after termination the Author shall have the right to purchase remaining stock at the estimated remainder price plus freight.
(b) If, pursuant to the United States Copyright Act, Author (or, if deceased, the successors of Author) has the right to terminate the rights granted hereunder, and elects to exercise such rights as provided pursuant to such Act, after such termination, Author shall not exercise or dispose of such rights except in accordance with the following procedure; commencing with the date of such termination, Author and Publisher shall negotiate in good faith for a period of not less than sixty (60) days with respect to mutually agreeable terms and conditions. If the parties are unable in good faith to arrive at a mutually satisfactory agreement, Author shall be free to offer the terminated rights elsewhere, provided, however, that prior to entering into any agreement with any such third party, Author shall first give Publisher the opportunity to agree, within ten (10) business days, to match the terms offered by such third party which Author is willing to accept.

Revision 25. If the Publisher, in its sole discretion, determines that a revision of the published Work is desirable, the Author and the Publisher agree to negotiate for mutually agreeable terms, shall have the thirty (30) days after receipt of a request from the Publisher to notify the Publisher that he will make the revision himself within one (1) year. If the Author fails to deliver such notice, or having delivered such notice he shall fail to deliver a revision satisfactory to the Publisher in style, content, length, and form within that period, the Publisher shall have the right, at its option, to make the revision, charging any outside editorial fee or other fee or royalty to the Author against the Work or past works of the Author. It is further agreed that for the purposes of royalty computation, the revised edition shall be considered a new work, and the same scale of royalties shall apply to it as applied to the original edition hereunder.

Option on Next Work 26. The Author hereby grants to the Publisher the exclusive right and option to publish his next book-length work of non-fiction, subject to the terms and conditions hereinafter set forth. The Author shall submit a detailed proposal the completed manuscript of such work to the Publisher before offering or submitting same to any other party. The Publisher shall have a period of sixty (60) ~~thirty (30)~~ days after submission of such work or ninety (90) days after the Publisher's first publication of the Work hereunder, whichever is later, within which to notify the Author whether it desires to publish such work. If within such period the Publisher notifies the Author of its desire to publish such work, the parties shall negotiate in good faith with respect to the terms of an agreement to publish such work. During this entire period the Author shall not submit or offer such work to any other party or negotiate with any other party with respect to such work. If the Author and Publisher are unable to reach an agreement, the Author may offer such work to other parties, provided, however, that he shall not enter into an agreement for the publication of such work with any other publisher upon terms equal to or less favorable than those offered by the Publisher. In the event that the Author is unable to reach an agreement with either the Publisher or any other party for the publication of such work, this option will continue to apply with the same force and effect to the succeeding book-length created by the Author, until such an agreement is reached with either the Publisher or any other party.

Agency Clause 27. See Rider to Paragraph 27.

Notices

28. Any notices required or permitted to be given shall be in writing and shall be delivered personally or sent by registered or certified mail, postage prepaid, return receipt requested, to the Publisher or the Author (or his agent) at the respective addresses given above, or at such other addresses as the parties may from time to time designate by written notice given in the manner provided herein.

Reservation of Rights to Author

29. (a) All rights in the Work not expressly granted to the Publisher are reserved to the Author and may be exercised or disposed of by him at any time during the term of this Agreement, subject to the provisions of paragraph 20 hereof. (b) ~~In the event the Author retains such rights, he agrees not to license or otherwise permit the publication of any other English language hardcover or paperback edition of the Work in the Nonexclusive Territory earlier than the respective dates of the Publisher's publication of its hardcover and paperback editions (either the Publisher's own or sublicensed editions) in the Nonexclusive Territory, except that if no United States paperback edition is published within eighteen (18) months from the date of first hardcover publication the Author may permit release of an English language paperback edition in the Nonexclusive Territory.~~

Assignment of Publication Under Affiliated Imprint

30. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. Notwithstanding anything to the contrary contained in this Agreement, the Publisher may assign this Agreement, in whole or in part, to any parent, subsidiary or affiliated company, or to an assignee expressly assuming all of the obligations of the Publisher who or which acquires all or a substantial portion of the business of the Publisher. Any other assignment, whether voluntary or by operation of law, shall be null and void unless the assigning party has obtained the prior written approval of the other party. The Author may assign the Author's proceeds from the Work subject to the provisions of paragraph 27.

Entire Agreement; Waiver or Modification

31. This Agreement constitutes the entire agreement between the parties and supercedes all prior agreements, understandings and proposals (whether written or oral) in respect to the matters specified. No waiver or modification of any of these provisions shall be valid unless in writing and signed by or on behalf of the party granting such waiver or modification. No waiver by either party of any breach or default hereunder shall be deemed a waiver of any repetition of such breach or default or in any way affect any of the other terms or conditions hereof.

Severability

32. If any provision of this Agreement is judicially declared to be invalid, unenforceable or void by a court of competent jurisdiction, such decision shall not have the effect of invalidating or voiding the remainder of this Agreement, and the part or parts of this Agreement so held to be invalid, unenforceable or void shall be deemed to have been deleted from this Agreement, and the remainder of this Agreement shall have the same force and effect as if such part or parts had never been included.

Interpretation, Venue and Service of Process

33. This Agreement shall be interpreted and construed in accordance with the laws of the State of New York, applicable to contracts made and to be entirely performed therein. The state courts of the State of New York in and for New York County and, if the jurisdictional prerequisites exist, the United States District Court for the Southern District of New York, and no other court or tribunal, shall have sole and exclusive jurisdiction to hear and determine any suit, action, proceeding, claim, controversy or dispute arising under or concerning this Agreement. The parties hereby consent to the jurisdiction of the said courts and to service of process upon them either personally or by certified or registered mail, postage prepaid, return receipt requested. Service of process made by certified or registered mail as herein provided shall be deemed complete three (3) days after the mailing thereof.

Definition of "Author"; Joint Authors

34. The word "Author" shall include male, female, or a firm or corporation, and the plural, ~~in the case of more than one author their rights and duties shall be joint and several, and each author is hereby designated as agent for the other for purposes of service of process in any action or proceeding brought by the Publisher against either or both authors arising out of or in any way relating to this Agreement or its breach. In the event this Agreement is with more than one author and a dispute arises between the authors that threatens to involve the Publisher in litigation, the Publisher shall have the right to amend this Agreement if such dispute is not settled or finally determined by court order within ninety (90) days, and, in that event, any advances paid to or for the account of the authors shall be repaid to the Publisher.~~

Definition of Terms

35. As used in this Agreement: (a) "Suggested Retail Price" will mean the price on the jacket or cover of the applicable edition of the Work or, in the absence of a cover price, the retail list price for the edition suggested by the Publisher in its catalogs, order forms, or promotional material; (b) "Amount Received" will mean amounts actually received by the Publisher, after allowances and return credits, and excluding postage and shipping costs or other similar charges, and sales, excise, or similar taxes, if any; and (c) "Manufacturing Cost" will mean the per-unit cost of plant, paper, printing and binding of the applicable edition, but any copy sold at a discount of eighty-five percent (85%) or more from the Suggested Retail Price shall be deemed sold below Manufacturing Cost.

Effect of Headings

36. Descriptive words and statements used in the margins of this Agreement to summarize the contents of the paragraphs hereof are not to be deemed a part of this Agreement or an interpretation or representation as to the contents of such paragraphs.

Additional Provisions 37. The Publisher will consult with the Author concerning the jacket/cover design and jacket/cover copy of the Publisher's edition(s) of the Work. However, it is understood that this is the right of consultation, not approval, and in the event of a dispute, the Publisher shall prevail.

The Publisher shall provide all proposed paid advertising to Author at least five (5) business days in advance to permit the Author to review and approve such advertising for compliance with the Federal Election Campaign Act and Federal Election Commission regulations, provided, however, that Author's failure to respond within such five (5) day period shall be deemed approval.

38. The Author agrees that he will have a valid and subsisting agreement with the Jim Pinkerton (the "Writer") to assist him in preparation of the Work, satisfactory to the Publisher, and the Author represents and warrants that the terms and conditions of his agreement with the Writer shall be consistent with this Agreement, that the Publisher shall have no responsibility whatsoever to the Writer, *except as set forth in Paragraph 5 with respect to payments made to Writer*, and that, at the request of the Publisher, the Author shall supply the Publisher with a copy of his agreement with the Writer. The Author's agreement with the Writer shall provide for the Writer's work to be a valid work-for-hire and contain a valid transfer of copyright to the Work, including any extensions or renewals thereof. If, in Publisher's opinion, it is legally required to disclose that the Author is not the sole author of the Work, the Publisher shall have the right to use Writer's name or a pseudonym for the Writer on the cover of the Work and in advertising and promotion of the Work, in all editions and territories permitted under this Agreement. The Author agrees to indemnify and hold the Publisher harmless from and against any claim inconsistent with the warranties and representations in this paragraph.

39. The Publisher shall pay to the Author the following amount(s). Before any royalties become payable to the Author, the full \$125,000.00 sum payable to Jim Pinkerton pursuant to Paragraph 5, plus bonus amount(s) payable pursuant to this paragraph 39, if any, must be earned from all sums accruing to the Author's account hereunder, less any outstanding debts and less a reasonable reserve for estimated returns pursuant to Paragraphs 6, 7, 8 and 9 in an amount which Publisher feels appropriate.

A. (i) In the event the Publisher's initial hardcover edition of the Work appears on *The New York Times Hardcover Printed Bestseller list*, the Publisher agrees to pay the Author, upon the Author's written notification, the following bonus payment(s):

Ten Thousand Dollars (\$10,000.00) for the first appearance in any position on the printed list;
Five Thousand Dollars (\$5,000.00) for each subsequent appearance in any position on the printed list;
a one time additional payment of Twenty Five Thousand Dollars (\$25,000.00) for the first appearance in position #1 on the printed list.

(ii) For any week the Work appears on *The New York Times e-book bestseller list*, but not on *The New York Times Hardcover Printed Bestseller list*, Publisher agrees to pay Author, upon Author's written notification, a bonus equal to half the hardcover bonus stated in subparagraph A (i) above for each such appearance. If the Work appears on both the hardcover printed list and the e-book list, only the hardcover bonus payment(s) will be due and no payments will be made for the e-book list.

Anything to the contrary herein notwithstanding, the maximum amount payable under this paragraph 39 A (i) and (ii) shall not exceed a total of One Hundred Thousand Dollars (\$100,000.00).

B. In the event the Publisher's initial hardcover edition of the Work appears on *The Wall Street Journal Hardcover Non-fiction Bestseller list*, the Publisher agrees to pay Author, upon Author's written notification, the following bonus payment(s):

Ten Thousand Dollars (\$10,000.00) for the first appearance in any position on the printed list;
Five Thousand Dollars (\$5,000.00) for each subsequent appearance in any position on the printed list; and
a one time additional payment of Twenty Five Thousand Dollars (\$25,000.00) for the first appearance in position #1 on the printed list;

Anything to the contrary herein notwithstanding, the maximum amount payable under this paragraph 39 B shall not exceed a total of One Hundred Thousand Dollars (\$100,000.00).

C. A one time bonus payment of Fifty Thousand Dollars (\$50,000.00) if BookScan reports 100,000 net hardcover copies of the Work sold and an additional Fifty Thousand Dollars (\$50,000.00) if BookScan reports 200,000 net hardcover copies of the Work sold.

D. In the event that the \$125,000.00 payable to the Writer pursuant to paragraph 5 hereunder, plus additional amount(s) in subparagraphs 39 (A) through (C) above, if any, earn out from all sums accruing to the Author hereunder, less any outstanding debits and less returns and a reasonable reserve for estimated returns pursuant to Paragraphs 6, 7, 8, and/or 9 in an amount which the Publisher feels is appropriate, as of the date of Publisher's initial paperback publication of the Work or as of one (1) year after Publisher's initial hardcover publication of the Work, whichever is earlier, the Publisher shall pay to the Author a one-time additional sum of One Hundred Thousand Dollars (\$100,000.00), payable upon the Author's request and the Publisher's verification of such earnout.

Anything to the contrary in this paragraph 39 notwithstanding, the total maximum amount payable to the Author pursuant to this paragraph 39 (A) through (C) will not exceed Four Hundred Thousand Dollars (\$400,000.00).

40. Any publicity and promotional events requiring the Author's participation will be coordinated with Author's schedule. Efforts will be made to maximize Author's ability to participate remotely in such events. Publisher shall consult with Author before August 30, 2011 on a marketing plan for the Work. Publisher shall send Author a copy of all such communications with Agent.

41. Publisher agrees to maintain the confidentiality of all communications with the Author and her agent regarding the terms of this Agreement and of all materials and data provided by the Author but not included in the Work unless such material and data have been previously made public with the authorization of the Author or Author has given her written consent to their release.

RIDER TO SUBPARAGRAPH 3 (D):

Provided the Publisher receives the manuscript, captions, and photographs (including all permission clearances necessary for publication in the territories and formats permitted herein) in electronic format on or before August 15, 2011, Publisher will receive a copyedited manuscript and the designed photo insert from production on August 24, 2011 and Publisher has one day to respond to copy editing queries. The corrected manuscript must be delivered on August 25, 2011. This means that the Author will have until the August 24, 2011 to add revisions, and the co writer will have one day to respond to queries and insert the revisions. Publisher will get first pass pages from the compositor on September 6, 2011 and the Author will have until the September 12, 2011 to respond to pages and make factual corrections to the pages. The factual corrections must be formatted so that no reflow of the original pagination will be necessary; Publisher is compiling the index based on the first pass proofs.

RIDER TO PARAGRAPH 27:

The Author hereby authorizes and appoints Alexander Hoyt Associates, 314 West 100th Street, Suite 81, NY, NY 10025 to act as her Agent for purposes of the Work only, under the terms of this Agreement. Such person is empowered to act on behalf of Author only as specifically authorized by Author. Publisher shall directly send to Author and to Writer, as the case may be, all amounts and moneys due either of them, less any commission due to Agent. The Author may not alter or terminate the Agent's right to receive its commission due hereunder without Agent's prior written consent.

Any amounts due to Author shall be paid directly to Author at the following address, less 15% of such amounts, which shall be paid to Author's Agent Alexander Hoyt Associates at the following address. Amounts due to the Writer shall be sent to Mr. Pinkerton at the following address, less 15% of such amounts, which shall be paid to the Agent Alexander Hoyt Associates. Publisher shall send all statements to both Author and Author's Agent.

The addresses are as follows:

For Author:
Mrs. Michele Bachmann
c/o

With a copy to [Mrs. Bachman's accountant and/or Bill McGinley] at:

For Author's Agent
Alexander Hoyt Associates
314 West 100th Street, Suite 81
NY, NY 10025

For James Pinkerton:

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first written above.

Sentinel, an imprint of Penguin Group (USA) Inc. .

By _____
Adrian Zaackhelm
President, Sentinel

By _____
John Schilke
Senior Vice President, Corporate Director of Business Affairs

By _____
Michele Bachmann
Author

USA
Citizenship

SCHEDULE A

Australia

British West Indies

Burma

Egypt

Fiji

Ghana

Iraq

Irish Republic

Jamaica

Jordan

Kenya

Namibia

New Zealand (including Ross)

Nigeria and the Cameroons

Sierra Leone

South African Republic

Trinidad and Tobago

United Kingdom (including Northern Ireland, the Isle of Man and Channel Islands)

Zambia

Zimbabwe

EXHIBIT 42

Jo Bonner, Alabama
Chairman
Linda T. Sánchez, California
Ranking Member

Michael T. McCaul, Texas
K. Michael Conaway, Texas
Charles W. Dent, Pennsylvania
Gregg Harper, Mississippi

John A. Yarmuth, Kentucky
Donna F. Edwards, Maryland
Pedro R. Pierluisi, Puerto Rico
Joe Courtney, Connecticut



ONE HUNDRED TWELFTH CONGRESS

U.S. House of Representatives

COMMITTEE ON ETHICS

August 10, 2011

Daniel A. Schwager
Staff Director and Chief Counsel

Jeanne White
Administrative Staff Director

Kelle A. Steickland
Counsel to the Chairman

Daniel J. Taylor
Counsel to the Ranking Member

1015 Longworth House Office Building
Washington, D.C. 20515-6328
Telephone: (202) 225-7103
Facsimile: (202) 225-7392

The Honorable Michele Bachmann
U.S. House of Representatives
103 Cannon House Office Building
Washington, DC 20515

Dear Colleague:

This responds to your counsel's August 2, 2011, letter seeking Committee review and approval of a draft agreement to publish a book (Publishing Contract) authored by you in collaboration with a co-writer. Subject to the guidance below, we approve the proposed Publishing Contract.

FACTUAL BACKGROUND

According to your counsel's letter; the accompanying proposed Publishing Contract, collaboration agreement (Collaboration Agreement), literary agent contract (Agent Contract), and other supporting materials; information available on public Web sites; and additional information provided by your counsel, the background on this matter is as follows. You are writing a non-fiction book in collaboration with Mr. James Pinkerton. You enclosed a letter from Mr. Pinkerton certifying that neither he "nor any member of [his] family are employed by the United States House of Representatives." You have also engaged Mr. Alexander Hoyt as a literary agent in this matter. You enclosed a letter from Mr. Hoyt certifying that neither Mr. Hoyt, "nor any of [his] family are employed by the United States House of Representatives."

The proposed Publishing Contract concerns the publication of your book by the publisher Sentinel. According to information on its Web site, Sentinel was established in 2003 as a dedicated conservative imprint within Penguin Group (USA), Inc. Sentinel publishes numerous titles per year, and has had several bestsellers. The Publishing Contract calls for semiannual royalty payments on all copies of the book sold. The Publishing Contract further calls for bonuses payable on certain book sales milestones, such as appearances on *The New York Times* Hardcover Printed Bestseller list. The Publishing Contract does not entitle you to any advance on those royalties or bonuses, but the Publishing Contract does call for an advance on the royalty payments to be paid directly to your co-writer, Mr. Pinkerton. You also enclosed a letter from Mr. Adrian Zackheim, the President and Publisher of Sentinel, confirming that the Publishing Contract's terms regarding royalty rates, bonus payments, and advance payments to a co-writer "are reasonable and customary in the industry."

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13-1274_0251

LEGAL BACKGROUND

House Members¹ may receive copyright royalties, subject to certain restrictions contained in the House rules for sales of a book they authored.² Specifically, House Members may receive copyright royalties only pursuant to a publishing contract that has been approved in advance by the Committee.³ The contract must be with an “established publisher” and must contain “usual and customary contractual terms.”⁴ Even under an approved publishing contract, a Member may not receive any advance payment on copyright royalties.⁵ A literary agent, researcher, or other individual employed by the Member may receive an advance on copyright royalties directly from the publisher, provided the individual is not a House employee or a relative of any House Member, and the royalties are solely for the benefit of that individual.⁶

Members are limited in the type and amount of income they may earn in employment outside of the House.⁷ However, copyright royalties received under an approved contract are not subject to the annual limitation on Members’ outside earned income.⁸ A Member must disclose royalties that exceed \$200 in any calendar year, on Schedule III of the annual financial disclosure statement required of Members by the Ethics in Government Act (EIGA).⁹

One additional consideration applies with regard to writing and publishing a book. Government funds may be used only for the purposes appropriated.¹⁰ Likewise, regulations of the Committee on House Administration further emphasize that official resources are to be used only for official business.¹¹ Pursuant to these provisions, you may not use any House resources – including your official House photo, office supplies or equipment, and staff while on official

¹ The same rules regarding book contracts also apply to “senior employees” of the House. For purposes of this rule, “senior employees” are those House officers and staff whose basic rate of pay is equal to or greater than the senior staff rate (\$119,553.60 for CY 2011) for more than 90 days during 2011. House Rule 25, cl. 4(a)(1).

² House Rule 25, cl. 3.

³ House Rule 25, cl. 3(b).

⁴ *Id.*

⁵ House Rule 25, cl. 3(a).

⁶ *Id.*

⁷ Ethics in Government Act, 5 U.S.C. app. 4 §§ 101 *et seq.* Specifically, a Member may not receive compensation for affiliating with or being employed by a firm, partnership, or other entity that provides professional services involving a fiduciary relationship; permit his or her name to be used by such a firm, partnership, or other entity; receive compensation for practicing a profession that involves a fiduciary relationship; or serve for compensation as an officer or member of the board of an association, corporation, or other entity. *Id.* § 502; House Rule 25, cl. 2. In addition, Members are subject to an annual limitation on the outside earned income they are otherwise permitted to receive (\$26,955 in calendar year 2011). 5 U.S.C. app. 4 § 501(a)(1); House Rule 25, cl. 1(a)(1). These restrictions also apply to senior staff. House Rule 25, cl. 4(a)(1).

⁸ House Rule 25, cl. 4(d)(1)(E).

⁹ See 5 U.S.C. app. 4 § 102(a)(1)(B), (a)(3).

¹⁰ 31 U.S.C. § 1301(a).

¹¹ See generally Comm. on House Admin., *Members’ Congressional Handbook*.

time – in connection with the writing, publication, or sale of your book. Likewise, you should not imply official endorsement of the book by the House.¹²

ANALYSIS

Based on the representations to the Committee made by you, the publisher, and your co-writer, your proposed Publishing Contract appears to be consistent with the provisions summarized above. Specifically, Sentinel appears to be an “established publisher” as the phrase is used in the rule,¹³ and royalties will be paid in accordance with usual and customary contractual terms.¹⁴ Further you will receive no advance on royalties under the Publishing Contract.¹⁵ Accordingly, the Committee approves the proposed Publishing Contract.¹⁶ As discussed above, you may not use any House resources for the preparation, publication, or marketing of your book. Your annual financial disclosure statement required under the EIGA must report on Schedule III any copyright royalties you earn in excess of \$200.¹⁷

LIMITATIONS

The response above constitutes an advisory opinion concerning the application of House Rule 25, clauses 2, 3, and 4, the EIGA, and 31 U.S.C. § 1301. The following limitations apply to this opinion:

- This advisory opinion is issued only to Representative Michele Bachmann, the requestor of this opinion. This advisory opinion cannot be relied upon by any other individual or entity.
- This advisory opinion is limited to the current provisions and interpretation of the House rules and federal statutes specifically noted above. No opinion is expressed or implied herein regarding the application of any other federal, state, or local statute, rule, regulation, ordinance, or other law that may be applicable to the proposed conduct described in this letter, including, without limitation, the Internal Revenue Code and the Federal Election Campaign Act.

¹² See House Rule 23, cls. 3 and 11.

¹³ House Rule 25, cl. 3(b).

¹⁴ *Id.*

¹⁵ House Rule 25, cl. 3(a).

¹⁶ House Rule 25, cl. 3(b).

¹⁷ 5 U.S.C. app. 4 § 102(a)(1)(B), (a)(3).

- This advisory opinion will not bind or obligate any entity other than the Committee on Ethics of the United States House of Representatives.
- This advisory opinion is limited in scope to the specific proposed conduct described in this letter, the specific facts represented to the Committee, and the understanding of those facts to the extent indicated in this letter, and does not apply to any other conduct or facts, including that which appears similar in nature or scope to that described in this letter. Should this letter mis-state any facts in this matter, the opinion and advice may no longer apply and you should inform the Committee as soon as possible to determine if the advice and opinion in this letter applies to the accurate factual basis.

The Committee will take no adverse action against you in regard to any conduct that you undertake, or have undertaken, in good faith reliance upon this advisory opinion, so long as you have presented a complete and accurate statement of all material facts relied upon herein, and the proposed conduct in practice conforms with the information you provided, as addressed in this opinion.

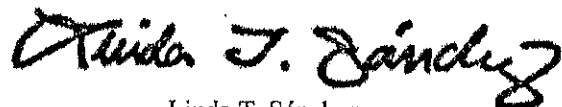
Changes or other developments in the law (including, but not limited to, the Code of Official Conduct, House rules, Committee guidance, advisory opinions, statutes, regulations, or case law) may affect the analysis or conclusions drawn in this advisory opinion. The Committee reserves the right to reconsider the questions and issues raised in this advisory opinion and to rescind, modify, or terminate this opinion if required by the interests of the House. However, the Committee will rescind an advisory opinion only if relevant and material facts were not completely and accurately disclosed to the Committee at the time the opinion was issued. In the event that this advisory opinion is modified or terminated, the Committee will not take any adverse action against you with respect to any action taken in good faith reliance upon this advisory opinion so long as such conduct or such action was promptly discontinued upon notification of the modification or termination of this advisory opinion.

If you have any further questions, please contact the Committee's Office of Advice and Education at extension 5-7103.

Sincerely,



Jo Bonner
Chairman



Linda T. Sanchez
Ranking Member

JB/LTS:tar

THMB_000076

13-1274_0254

EXHIBIT 43

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Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

OFFICE OF CONGRESSIONAL ETHICS
UNITED STATES HOUSE OF REPRESENTATIVES

MEMORANDUM OF INTERVIEW

IN RE: Director of Publicity
Sentinel Publishing

REVIEW No(s): 13-1274

DATE: April 24, 2013

LOCATION: By telephone

TIME: 3:00 p.m. to 3:45 p.m. (approximate)

PARTICIPANTS: Scott Gast
Omar S. Ashmawy
Steve Ross, counsel to the witness
Tom Moyer, counsel to the witness

SUMMARY: The OCE requested an interview with the witness and he consented to an interview. The witness made the following statements in response to our questioning:

1. The witness was given an 18 U.S.C. § 1001 warning and consented to an interview. The witness signed a written acknowledgement of the warning, which will be placed in the case file in this review.
2. The witness is currently the Publicity Director for the Portfolio, Sentinel and Current imprints of Penguin Publishing. She has held this position for about two and a half years, and was in this position at the time of Rep. Bachmann's book tour in 2011.
3. Prior to her current position, the witness was the Associate Director of Publicity for Portfolio and Sentinel for about two years. Before that, she was a Senior Publicist for Portfolio and Sentinel. She has worked for Penguin for a total of about eleven years.
4. The witness' role with respect to Rep. Bachmann's book tour was to work internally and with Rep. Bachmann's team to market and publicize her book in the best possible way.
5. The witness' efforts to publicize Rep. Bachmann's book began shortly after the book was acquired, after the contract was signed in summer 2011.
6. The witness was not involved in drafting or negotiating the terms of the contract. The witness did not remember if the contract included provisions regarding the payment of book royalties.
7. The witness said that the publisher was responsible for coming up with and implementing the best strategy they could think of to promote Rep. Bachmann's book, using traditional and non-traditional ways to sell as many books as they could.
8. The publisher's promotional efforts included arranging media appearances for Rep. Bachmann; arranging a book tour; using social media, including Twitter, Facebook, and blogs; email "blasts" to potential customers; and working with organizations to get the word out about the book to

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- their members. The witness did not remember if the publisher used paid advertisements to promote Rep. Bachmann's book, because it is typically rare to do so.
9. The witness's team consisted of Associate Publisher and Marketing Director Will Weisser, to whom the witness reported; Jacquelynn Burke, one of the primary publicists and her "second chair"; and Tiffany Liao, the assistant on the book. Adrian Zackheim, the publisher, was "kept in the loop."
 10. With respect to the Bachmann organization, the witness worked with Ken Nahigian and a handful of people from his staff, including Tera Dahl, Bill McGinley, and Alice Stewart. A number of other people from Mr. Nahigian's team would "come in and out."
 11. The witness said that she received guidance on the House ethics rules regarding the book and book tour in a "generic sense." The witness and her team left it up to the Bachmann staff to advise on what the rules were and how the witness should follow them. The witness did not remember any written materials being provided to her regarding ethics rules.
 12. The witness said that she worked with Mr. Nahigian and his team to come up with scheduled stops for the book tour. The witness was shown a September 28, 2011 email from Ms. Liao to the witness and Ms. Burke entitled "Bachmann Planning Call Notes – 9/27." The witness said that she participated on the call that was the subject of the notes.
 13. The witness was asked about the reference in the email to "Team MB will do blast to core fans..." The witness said that this referred to an email announcement relating to release of the book jacket to be sent to a Bachmann campaign email list, but she did not know if it actually happened. She noted that things "changed regularly."
 14. The witness was asked about the email's reference to Mr. Nahigian "coming back with a plan for low hanging fruit." She said that this was a reference to the customary practice of trying to get a number of book pre-orders on sites like Amazon and Barnes and Noble. In order to do this, authors generally need to reach out to their biggest fans.
 15. The witness was asked about the reference to the Bachmann staff not wanting to "work with" Premiere. She explained that Premiere was a company they were considering using to staff the book tour bus and book events. Premiere was not used to staff the book tour bus, but was used to staff some of the book tour events.
 16. The witness explained that Mr. Weisser from Penguin staffed Rep. Bachmann's book tour in Minnesota and Iowa. In South Carolina, no one from Penguin or Premiere was on the bus. The witness was not aware whether anyone from Rep. Bachmann's team traveled on the book bus during the book tour.
 17. The witness was asked about the email's reference "Keith will provide dream tour for Black Weekend." She explained that it is helpful in a "book tour of this nature" for the author to identify areas where they have the most fans. In this case, Mr. Nahigian gave the publisher a list of cities and suburbs where "they wanted to go to."
 18. According to the witness, the email's reference to "Proposed cities from Team MB" was a reference to a list that the Bachmann campaign provided to the publisher of markets that they

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thought would be most successful through which to route the bus tour. Mr. Nahigian and his team provided this list to the witness and her team.

19. The witness was asked about the reference in the email to “win[ning]” Iowa and South Carolina, but she said that she did not remember the specifics of that part of the call. Her vague recollection was that there was some debate about doing a leg of the tour in South Carolina.
20. The witness said that she could not speak to whether Rep. Bachmann and her team were trying to promote Rep. Bachmann’s presidential campaign with the book tour. She said that it was her sense that Rep. Bachmann’s team was trying to make the book tour “a collaborative effort” with the presidential campaign.
21. The witness said that the email’s reference to Team MB wanting to be in “the lead” for Iowa radio and media was a reference to the fact that it was customary for authors to do local (and sometimes national) media to promote a book. This can be helpful in letting local markets know about local signing events. When asked if it was unusual for an author to take “the lead” in arranging these media appearances, the witness said that this is done “different ways.”
22. The witness explained that the reference to “megachurches” referred to the goal of finding people who were pre-disposed to be fans of Rep. Bachmann. The witness explained that the publisher does not always have these lists, and sometimes authors provide them to the publisher.
23. The witness was shown an October 4, 2011 email from Ms. Liao to Ms. McLean and Ms. Burke, copied to Mr. Weisser, entitled “Notes from Keith meeting 10/4/11.” The witness said that a reference to an “E-mail blast” was a reference to an email announcement about the book that was to go to a list Rep. Bachmann and her team provided.
24. The witness did not know which specific email list this referenced. She recalled that the email to be used in the “blast” was provided by the publisher, but that someone on “Team Bachmann” “stylized” the email before it was sent.
25. The witness said that a number of email blasts about the book were sent out – the witness did not know which one this referenced. The witness did not remember how many email blasts were sent, but guessed that it was between two and four.
26. The purpose of the email blasts was to let Rep. Bachmann’s supporters know about the book. The email blasts were sent to lists the campaign provided.
27. The witness believed that Penguin paid for the right to use at least one of the email lists. The witness remembered being billed by a third party who managed the lists, but she did not remember the specifics.
28. The witness was shown an October 20, 2011 email from Ms. Liao to Ms. McLean and Ms. Burke, about a “Bachmann Book PR Call (with Legal),” which references a “Bachmann Fundraising Announcement.” The witness said that this was a reference to a plan on the part of Rep. Bachmann’s campaign to offer certain donors a copy of the book. This was not an email that the publisher would have done, but the witness said that she was aware of it.

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29. The email's reference to a "Sentinel Announcement" was a reference to an email that was sent on behalf of Sentinel. When asked what list was used for this email, the witness said that there had been a number of different lists. She said that the Bachmann campaign provided us with a list and a cost for its use.
30. The witness said that the "Becky" referred to in the email is probably Becky Donatelli. The witness did not remember any discussions about using paid advertisements and/or banner ads. The witness did not remember if they did any paid advertising with this book.
31. The witness said that she did not remember what the "final arrangements" were for the expenses of the book tour because it changed a number of times.
32. The witness recalled that the publisher definitely paid for the bus that was used during Rep. Bachmann's book tour, as well as the wrap on the bus.
33. The witness was shown a November 16, 2011 email from Mr. Weisser to Mr. Nahigian and members of his team, in which the witness was copied, where Mr. Weisser notes that "Sentinel is now spending significantly more on the bus than we originally expected, when the plan was to use the campaign bus," suggesting that the Bachmann campaign therefore "pay travel and hotels for 11/20 through 11/23 and we pay for the Iowa and South Carolina lodging during the booksigning tour, as well as all the bus expenses." The witness was not confident that this reflected the final arrangements with respect to expenses, as things kept changing. She said that the only way to really know is to look at the bills.
34. The witness thought the facilities rented for the book signing stops were rented either by the publisher or by Premiere, who had been hired by the publisher, even though Premiere employees did not end up staffing the book tour bus. The witness said she would have been surprised if the Bachmann campaign paid for them.
35. When asked who paid for the hotel and meal expenses associated with the book tour, the witness said that she did not remember the final arrangements. She said that the division of expenses "changed often." She said that the division may be reflected in documents provided to the OCE.
36. The witness said that Penguin paid for the bus used during the book tour, as well as the wrap for the bus. She said that she did not know who paid for the flights between book tour locations, hotels during the book tour, or meals. The witness suggested referencing the bills for the answer.
37. Asked if she was made aware of campaign activity occurring at book signing events, the witness stated that Mr. Weisser told her that such activity was occurring. She added that she was not sure where a book tour event started and where it ended. She did not know if it started outside the signing event.
38. Mr. Weisser told her that, at the start of the book tour event stops, Rep. Bachmann would say "I'm Michelle Bachmann and I'm running for President."
39. The witness did not know why Mr. Weisser told her about the campaign activity during the book tour. He did not mention to her any concerns he had with the activity.

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40. The witness did not know anything about campaign literature being handed out or campaign volunteers being signed up at book signing events.
41. The witness recalled that it was the plan to intersperse campaign events among book tour stops, but she did not remember the actual execution. She said that the plan was that there would be “down time” in various cities and that the publisher “would not be accountable for” and that Rep. Bachmann could do what she wanted during that time.
42. The witness was sure that there had been conversations about the allocation of expenses between the campaign and the publisher as a result of the campaign events held throughout the book tour, but she did not remember the specifics.
43. The witness said that she “wouldn’t be surprised” if a list of Iowa campaign supporters’ emails was used to promote Iowa book tour events, but she did not recall what list was used.
44. The witness was shown an October 20, 2011 email exchange between the witness and Mr. Nahigian, in which Mr. Nahigian discussed buying copies of Rep. Bachmann’s book for use by the campaign. The witness explained that books bought through the publisher did not count toward best seller status. She noted that the campaign ultimately purchased copies of Rep. Bachmann’s book for use by the campaign through the publisher. She was not aware of any purchases made by the campaign through retail avenues.

This memorandum was prepared on April 30, 2013 after the interview was conducted on April 24, 2013. I certify that this memorandum contains all pertinent matter discussed with the witness on April 24, 2013.

Omar S. Ashmawy
Staff Director and Chief Counsel

EXHIBIT 44

Schedule for Congresswoman Michele Bachmann for President

Friday, November 25th, 2011

6:00 am Hold

7:00 am Congresswoman Michele Bachmann departs Stillwater, MN en route Bloomington, MN

Bus Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Keith Nahigian
Will Weiser

Advance Contact

Craig Handzlik, 301-938-██████

EVENT The Jeff Bolton Morning Show with Guest Host Steve Malzberg LIVE KLIF Radio
- Dallas, TX

- 7:33 am – 7:45 am
- Location: Call in: 214-523-██████ Back up: 214-523-██████
- Press: OPEN
- Format:
 - Radio Interview
- Topics:
 - Book Promotion
- Attendees:
 - Congresswoman Michele Bachmann
 - Steve Malzberg

Drive Time: 50 Minutes

7:50 am Congresswoman Michele Bachmann arrives Barnes & Noble, Mall of America
118 E. Broadway
Bloomington, MN 55425
Contact: Mike Sedki
Phone: 952-854-██████

EVENT Barnes and Noble Core of Conviction Book Signing

- 8:00 am – 10:00 am
- Location: Barnes and Noble
- Press: OPEN
- Format:
 - Press Avail
 - Book Signing
- Topics:
 - Book Promotion
- Attendees:

AP_0804

13-1274_0262

o Congresswoman Michele Bachmann

10:00 am Congresswoman Michele Bachmann departs Bloomington, IA en route Mason City, IA

Bus Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Keith Nahigian
Will Weiser

Advance Contact

Craig Handzlik, 301-938-██████

Drive Time: 2 Hours 10 Minutes

Drive Time: 10 Minutes

12:10 pm Congresswoman Michele Bachmann arrives Historic Park Inn & Conference Center
15 West State Street
Mason City, IA
Contact: Carl Ware
Phone: 615-473-██████

EVENT Pop Up Store Core of Conviction Book Signing

- 12:30 pm – 2:30 pm
- Location: Historic Park Inn & Conference Center
- Press: OPEN
- Format:
 - o Press Avail
 - o Book Signing
- Topics:
 - o Book Promotion
- Attendees:
 - o Congresswoman Michele Bachmann

2:30 pm Congresswoman Michele Bachmann departs Mason City, IA en route Waterloo, IA

Bus Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Keith Nahigian
Will Weiser

Advance Contact

Craig Handzlik, 301-938-██████

Drive Time: 1 Hour 30 Minutes

4:00 pm Congresswoman Michele Bachmann arrives Family Christian Store
2019 Crossroads Blvd
Waterloo, IA 50702
Contact: SM Kevin Briden
Phone: 319.235.██████

AP_0805

13-1274_0263

EVENT Family Christian Store Core of Conviction Book Signing

- 4:00 pm – 6:00 pm
- Location: Family Christian Store
- Press: OPEN
- Format:
 - Press Avail
 - Book Signing
- Topics:
 - Book Promotion
- Attendees:
 - Congresswoman Michele Bachmann

6:00 pm Congresswoman Michele Bachmann departs Waterloo, IA en route Dubuque, IA

Bus Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Keith Nahigian
Will Weiser

Advance Contact

Craig Handzlik, 301-938- [REDACTED]

Drive Time: 1 Hour 30 Minutes

8:00 pm Congresswoman Michele Bachmann arrives River Lights Bookstore
1098 Main Street
Dubuque, IA 52001
Contact: Sue Davis
Phone: 563-580- [REDACTED]

Cary Stewart
303-834- [REDACTED]

EVENT River Lights Bookstore Core of Conviction Book Signing

- 8:00 pm – 9:30 pm
- Location: River Lights Bookstore
- Press: OPEN
- Format:
 - Press Avail
 - Book Signing
- Topics:
 - Book Promotion
- Attendees:
 - Congresswoman Michele Bachmann

9:30 pm Congresswoman Michele Bachmann departs Dubuque, IA en route Davenport, IA

Bus Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Keith Nahigian
Will Weiser

1.5 PM

AP_0806

13-1274_0264

Advance Contact

Craig Handzlik, 301-938-████

Drive Time: 1 Hour 15 Minutes

10:45 pm Congresswoman Michele Bachmann arrives Davenport, IA
Radisson Quad City Plaza Hotel
111 East Second St
Davenport, IA 52801

RON: Radisson Quad City Plaza Hotel
111 East Second St
Davenport, IA 52801

Trip Contacts:

Campaign Manager	Keith Nahigian, 703-622-████
Scheduling and Advance	Megan Ferraro, 484-678-████
Advance	Craig Handzlik, 310-938-████
Press Secretary	Alice Stewart, 202-365-████
Personal Aide	Tera Dahl, 651-769-████
Sentinel Publicity Director	Allison McLean, 212-366-████ / 917-406-████ (cell)

Schedule for Congresswoman Michele Bachmann for President

Saturday, November 26th, 2011

AP_0807

13-1274_0265

6:50 am Hold

EVENT

TBD Fox and Friends

- 7:50 am
- Location: Radisson Hotel
- Press: OPEN
- Format:
 - Interview
- Topics:
 - Book Promotion
- Attendees:
 - Congresswoman Michele Bachmann

9:00 am Congresswoman Michele Bachmann departs hotel room en route Book Signing

EVENT

Pop Up Store Core of Conviction Book Signing

- 9:00 am – 11:00 am
- Location: Radisson Hotel
- Press: OPEN
- Format:
 - Press Avail
 - Book Signing
- Topics:
 - Book Promotion
- Attendees:
 - Congresswoman Michele Bachmann

11:00 am

Congresswoman Michele Bachmann departs Davenport, IA en route Cedar Rapids, IA

Bus Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Keith Nahigian
Will Weiser

Advance Contact

Craig Handzlik, 301-938-██████

Drive Time: 1 Hour 30 Minutes

12:30 pm

Congresswoman Michele Bachmann arrives Barnes & Noble
Northland Square Mall
333 Collins Road NE
Cedar Rapids, IA 52402
Contact: Amanda Zhorne
Phone: (319) 393-██████

EVENT

Barnes & Noble of Conviction Book Signing

- 1:00 pm – 3:00 pm
- Location: Barnes & Noble
- Press: OPEN
- Format:

AP_0808

13-1274_0266

- Press Avail
- Book Signing
- Topics:
 - Book Promotion
- Attendees:
 - Congresswoman Michele Bachmann

3:00 pm Congresswoman Michele Bachmann departs Cedar Rapids, IA en route Des Moines, IA

Bus Manifest

Congresswoman Michele Bachmann
 Tera Dahl
 Alice Stewart
 Keith Nahigian
 Will Weiser

Advance Contact

Craig Handzlik, 301-938-████

Drive Time: 2 Hour 20 Minutes

5:20 pm Congresswoman Michele Bachmann arrives Family Christian Store
 Village At Jordan Creek
 7105 Mills Civic Pkwy Ste 160
 West Des Moines, IA 50266
 Contact: SM Keith Northcutt
 Phone: 515.287-████

EVENT Family Christian Store Core of Conviction Book Signing

- 6:00 pm – 7:30 pm
- Location: Family Christian Store
- Press: OPEN
- Format:
 - Press Avail
 - Book Signing
- Topics:
 - Book Promotion
- Attendees:
 - Congresswoman Michele Bachmann

7:30 pm Congresswoman Michele Bachmann departs West Des Moines, IA en route Sioux City, IA

Bus Manifest

Congresswoman Michele Bachmann
 Tera Dahl
 Alice Stewart
 Keith Nahigian
 Will Weiser

Advance Contact

Craig Handzlik, 301-938-████

Drive Time: 3 Hour 15 Minutes

10:45 pm. Congresswoman Michele Bachmann arrives Sioux City, IA
 Hilton Garden Inn Sioux City
 1132 Larson Park Rd
 Sioux City IA 51103

RON: Hilton Garden Inn Sioux City
 1132 Larson Park Rd
 Sioux City IA 51103

Trip Contacts:

Campaign Manager	Keith Nahigian, 703-622-████
Scheduling and Advance	Megan Ferraro, 484-678-████
Advance	Craig Handzlik, 310-938-████
Press Secretary	Alice Stewart, 202-365-████
Personal Aide	Tera Dahl, 651-769-████
Sentinel Publicity Director	Allison McLean, 212-366-████ / 917-406-████ (cell)

Schedule for Congresswoman Michele Bachmann for President

Sunday, November 27th, 2011

AP_0810

13-1274_0268

8:40 am Hold

9:40 am Congresswoman Michele Bachmann departs Hotel en route Cornerstone World Outreach Center

Bus Manifest

Congresswoman Michele Bachmann

Tera Dahl

Alice Stewart

Keith Nahigian

Will Weiser

Advance Contact

Craig Handzlik, 301-938-████

Drive Time: 10 Minutes

9:50 am Congresswoman Michele Bachmann arrives Cornerstone World Outreach Center
6000 Gordon Drive
Sioux City, IA 51106-2077

EVENT

Cornerstone World Outreach Center Service

- 10:00 am – 11:15 am
- Location: Cornerstone World Outreach Center
- Press: TBD
- Format:
 - TBD
- Attendees:
 - Congresswoman Michele Bachmann
 - Pastor Cary Gordon

11:45 am

Congresswoman Michele Bachmann departs Cornerstone World Outreach Center en route Barnes & Noble

Bus Manifest

Congresswoman Michele Bachmann

Tera Dahl

Alice Stewart

Keith Nahigian

Will Weiser

Advance Contact

Craig Handzlik, 301-938-████

Drive Time: 15 Minutes

12:00 pm.

Congresswoman Michele Bachmann arrives Barnes & Noble
4400 Sergeant Road
Sioux City, IA 51106
Contact: Elisha Karr
Phone: (712)-276-████

EVENT

Barnes & Noble of Conviction Book Signing

- 12:00 pm – 2:00 pm

AP_0811

13-1274_0269

- Location: Barnes & Noble
- Press: OPEN
- Format:
 - Press Avail
 - Book Signing
- Topics:
 - Book Promotion
- Attendees:
 - Congresswoman Michele Bachmann

2:00 pm Congresswoman Michele Bachmann departs Sioux City, IA en route Council Bluffs, IA

Bus Manifest

Congresswoman Michele Bachmann

Tera Dahl

Alice Stewart

Keith Nahigian

Will Weiser

Advance Contact

Craig Handzlik, 301-938-██████

Drive Time: 2 Hours

4:00 pm Congresswoman Michele Bachmann arrives Council Bluffs

Holiday Inn
 2202 River Road
 Council Bluffs, IA 51501
 Contact: Carl Ware
 Phone: 615-473-██████

EVENT Pop Up Store Core of Conviction Book Signing

- 4:00 pm – 6:00 pm
- Location: Holiday Inn
- Press: OPEN
- Format:
 - Press Avail
 - Book Signing
- Topics:
 - Book Promotion
- Attendees:
 - Congresswoman Michele Bachmann

6:00 pm Congresswoman Michele Bachmann departs Council Bluffs, IA en route Omaha, NE

Bus Manifest

Congresswoman Michele Bachmann

Tera Dahl

Alice Stewart

Keith Nahigian

Will Weiser

Advance Contact

Craig Handzlik, 301-938-██████

Drive Time: 20 Minutes

6:20 pm Congresswoman Michele Bachmann arrives Omaha, NE International Airport.

8:15 pm Congresswoman Michele Bachmann departs Omaha, NE en route Denver, CO via Southwest Flight # 646

Confirmation Code: I4NGZF, Congresswoman Michele Bachmann
I5BGZS, Tera Dahl

Flight Manifest:

Congresswoman Michele Bachmann
Tera Dahl
Keith Nahigian
Alice Stewart

9:00 pm Congresswoman Michele Bachmann arrives Denver, CO

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Keith Nahigian

Advance Contact

Guy Short, 303-834-████

Drive Time: 1 Hour 30 Minutes

10:30 pm Congresswoman Michele Bachmann arrives Colorado Springs, CO

RON: Doubletree Colorado Springs
1775 E Cheyenne Mt Blvd
Colorado Springs, CO 80906

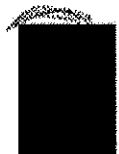
Trip Contacts:

Campaign Manager	Keith Nahigian, 703-622-████
Scheduling and Advance	Megan Ferraro, 484-678-████
Advance	Craig Handzlik, 310-938-████
Press Secretary	Alice Stewart, 202-365-████
Personal Aide	Tera Dahl, 651-769-████
Sentinel Publicity Director	Allison McLean, 212-366-████ / 917-406-████ (cell)

AP_0813

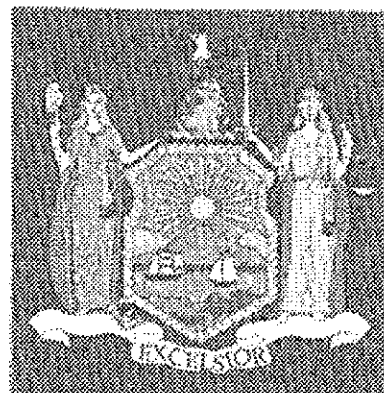
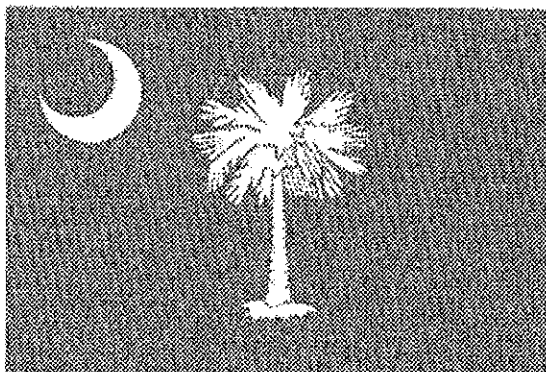
13-1274_0271

MICHELE
BACHMANN
★ FOR PRESIDENT ★



(210-612)

*Friday, December 2nd 2011 –
Saturday, December 3rd, 2011*



Schedule for Congresswoman Michele Bachmann for President

Friday, December 2nd, 2011

EVENT WLMA Radio & WCRS Radio Voice of the Lakelands and Greenwood LIVE

Radio Interview

- * 7:15 am -- 7:25 am
- * Location: (864) 953-████
- * Press: OPEN
- * Format:
 - o Interview
- * Topics:
 - o Book
 - o Promote Greenville, SC Book Tour Stop
- * Attendees:
 - o Congresswoman Michele Bachmann
 - o Anne Eller
- * Staff Contact:
 - o Alice Stewart, 202-365-████

EVENT Good Morning Columbia WIS LIVE Radio Interview

- * 7:30 am -- 7:40 am
- * Location: (803) 739-████
- * Press: OPEN
- * Format:
 - o Interview
- * Topics:
 - o Book
 - o Promote Columbia, SC Book Tour Stop
- * Attendees:
 - o Congresswoman Michele Bachmann
 - o Bill and Charlie Benton
- * Staff Contact:
 - o Alice Stewart, 202-365-████

EVENT HOT Talk Morning Show with Tara & Dave WRNN LIVE Radio Interview

- * 7:50 am -- 8:00 am
- * Location: 843-448-████
- * Press: OPEN
- * Format:
 - o Interview
- * Topics:
 - o Book
 - o Promote Myrtle Beach, SC Book Tour Stop
- * Attendees:
 - o Congresswoman Michele Bachmann
 - o Dave Preist
 - o Tara Servathus
- * Staff Contact:
 - o Alice Stewart, 202-365-████

EVENT Palmetto Mornings WRHI LIVE Radio Interview

AP_0815

13-1274_0273

- 8:08 am – 8:33 am
- Location: 803-324-████
- Press: OPEN
- Format:
 - Interview
- Topics:
 - Book
 - Promote Rock Hill, SC Stop
- Attendees:
 - Congresswoman Michele Bachmann
 - Josh and Sheila
- Staff Contact:
 - Alice Stewart, 202-365-████

EVENT The Martha Zoller Show Gainesville, GA WXKT LIVE National Radio Interview

- 8:33 am – 8:43 am
- Location: (706) 549-████ / 877-333-████
- Press: OPEN
- Format:
 - Interview
- Topics:
 - Book
- Attendees:
 - Congresswoman Michele Bachmann
 - Martha Zoller
- Staff Contact:
 - Alice Stewart, 202-365-████

EVENT TBC South Carolina Radio Network Pre-tape Interview

- 8:45 am – 8:55 am
- Location: 803-290-████
- Press: OPEN
- Format:
 - Interview
- Topics:
 - Book
- Attendees:
 - Congresswoman Michele Bachmann
 - Ashley Byrd
- Staff Contact:
 - Alice Stewart, 202-365-████

8:45 am Congresswoman Michele Bachmann departs hotel en route Ft. Lauderdale, FL International Airport

9:00 am Congresswoman Michele Bachmann arrives Ft. Lauderdale, FL International Airport

10:00 am Congresswoman Michele Bachmann departs Ft. Lauderdale, FL International Airport en route Charlotte, NC via US Airways Flight #1990

Confirmation Code: E6MBP5, Congresswoman Michele Bachmann
E6M3PL, Tera Dahl

Flight Manifest
Congresswoman Michele Bachmann

AP_0816

13-1274_0274

Tera Dahl
Alice Stewart

12:01 pm Congresswoman Michele Bachmann arrives in Charlotte, NC

Car Manifest
Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

Advance Contact
Kirstan Dougher, 704-502-██████

Drive Time: 20 Minutes

12:45 pm ██████████ Congresswoman Michele Bachmann arrives at George & Michelle Doggett's Fundraiser
Charlotte, NC 28209

EVENT: George & Michelle Doggett's Fundraiser

- 12:45 pm -- 2:00pm
- Location: The Doggett's Home
- Press: CLOSED
- Attendees:
 - Congresswoman Michele Bachmann

2:00 pm Congresswoman Michele Bachmann departs Charlotte, NC en route to Rock Hill, SC

Car Manifest
Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

Advance Contact
Kirstan Dougher, 704-502-██████

Drive Time: 30 Minutes

EVENT The Bottom Line LA/San Diego KBRT Pre-tape Radio Interview

- 2:00 pm -- 2:10 pm
- Location: 714-546-██████
- Press: OPEN
- Format:
 - Interview
- Topics:
 - Book
- Attendees:
 - Congresswoman Michele Bachmann
 - Roger Marsh
 - David Householder
- Staff Contact:
 - Alice Stewart, 202-365-██████

EVENT The Tom Sullivan Show FOX Pre-tape Radio Interview

- * 2:15 pm – 2:30 pm
- * Location: 212-301-██████ / 212-301-██████
- * Press: OPEN
- * Format:
 - o Interview
- * Topics:
 - o Book
- * Attendees:
 - o Congresswoman Michele Bachmann
 - o Tom Sullivan
- * Staff Contact:
 - o Alice Stewart, 202-365-██████

2:30 pm Congresswoman Michele Bachmann arrives at Rock Hill, SC
Manchester Village
540 John Ross Parkway
Rock Hill, SC 29730

EVENT: Private Meeting

- * 2:40 pm – 3:00 pm
- * Location: Books a Million
- * Press: CLOSED
- * Format: Private Meeting
- * Attendees:
 - o Congresswoman Michele Bachmann
 - o Representative Ralph Norman

EVENT: Store Signing at Books a Million

- * 3:00 pm – 4:30 pm
- * Location: Books a Million
- * Press: OPEN
- * Attendees:
 - o Congresswoman Michele Bachmann

4:30 pm Congresswoman Michele Bachmann departs Rock Hill, SC en route to Greenville, SC

EVENT US News and World Report Print Interview

- * 4:30 pm – 4:40 pm
- * Location: 202-955-██████
- * Press: OPEN
- * Format:
 - o Interview
- * Topics:
 - o For Book Club Column. It's Q&A Style
- * Attendees:
 - o Congresswoman Michele Bachmann
 - o Kira Zalan
- * Staff Contact:
 - o Alice Stewart, 202-365-██████

Car Manifest
Congresswoman Michele Bachmann

Tera Dahl
Alice Stewart
Brett O'Donnell

Advance Contact
Kirstan Dougher, 704-502-████

Drive Time: 2 Hours

EVENT: Debate Prep

- * 4:40 pm -- 5:30 pm
- * Location: Campaign Bus
- * Press: CLOSED
- * Attendees:
 - o Congresswoman Michele Bachmann
 - o Brett O'Donnell

EVENT: The Rita Crosby Show WOR LIVE Radio Interview

- * 5:30 pm -- 5:45 pm
- * Location: 212-642-████
- * Press: OPEN
- * Format:
 - o Interview
- * Topics:
 - o Book
- * Attendees:
 - o Congresswoman Michele Bachmann
 - o Rita Crosby
- * Staff Contact:
 - o Alice Stewart, 202-365-████

5:45 pm HOLD

6:30 pm Congresswoman Michele Bachmann arrives at Greenville, SC
The Shops at Greenridge
1125 Woodruff Road
Greenville, SC 29607

EVENT: Store Signing at Barnes & Nobles

- * 6:30 pm -- 8:00 pm
- * Location: Barnes & Nobles
- * Press: OPEN
- * Format:
 - o Book Signing
- * Attendees:
 - o Congresswoman Michele Bachmann

8:00 pm Congresswoman Michele Bachmann departs Greenville, SC en route to Aiken, SC

Car Manifest
Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

AP_0819

13-1274_0277

Advance Contact
Kirstan Dougher, 704-502-████

Drive Time: 2 Hours 20 Minutes

10:20 pm Congresswoman Bachmann arrives Hilton Garden Inn
350 Eastgate Drive
Aiken, SC 29803

Trip Contacts:

Campaign Manager	Keith Nahigian, 703-622-████
Advance	Kirstan Dougher, 704-502-████
Scheduling and Advance	Megan Ferraro, 484-678-████
Press Secretary	Alice Stewart, 202-365-████
Personal Aide	Tera Dahl, 651-769-████

Schedule for Congresswoman Michele Bachmann for President

AP_0820

13-1274_0278

Saturday, December 3rd, 2011

7:45 am Hold Time
Tera Dahl

8:45 am Congresswoman Michele Bachmann departs Hotel en route Books a Million

Car Manifest
Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

Advance Contact
Kirstan Dougher, 704-502-████

Drive Time: 15 Minutes

9:00 am Congresswoman Michele Bachmann arrives Columbia, SC
2441 Whiskey Road
~~Aiken, SC 29803~~

EVENT Store Signing at Books a Million

- 9:00 am - 11:00 am
- Location: 2441 Whiskey Road, Aiken, SC 29803
- Press: OPEN
- Format:
 - Book Signing
- Attendees:
 - Congresswoman Michele Bachmann

11:00 am Congresswoman Michele Bachmann departs Aiken, SC en route to Columbia, SC

Car Manifest
Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

Advance Contact
Kirstan Dougher, 704-502-████

Drive Time: 1 Hour

12:00 pm Congresswoman Michele Bachmann arrives Columbia, SC
350 Harbison Blvd
Columbia, SC 29212

EVENT Store Signing at Sam's Club

- 12:00 pm - 1:30 pm
- Location: 350 Harbison Blvd, Columbia, SC 29212
- Press: OPEN

- * Format:
 - o Book Signing
- * Attendees:
 - o Congresswoman Michele Bachmann

1:30 pm Congresswoman Michele Bachmann en route to Columbia, SC airport

arrive 2:00 pm

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

Advance Contact

Kirstan Dougher, 704-302- [REDACTED]

Drive Time: 20 Minutes

1:50 pm Congresswoman Michele Bachmann arrives at the Columbia, SC airport

2:23 pm Congresswoman Michele Bachmann departs CAE en route to New York LGA, Airport via US Airways Flight #3687 via Charlotte, NC US Airways Flight #1490

Confirmation Code: C703JH, Congresswoman Michele Bachmann
C71RHM, Tera Dahl

Flight Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

6:07 pm Congresswoman Michele Bachmann arrives LGA International Airport New York, NY

6:15 pm Congresswoman Michele Bachmann departs LGA en route Fox News Studios

Car Manifest

Congresswoman Michele Bachmann
Brett O'Donnell
Tera Dahl
Alice Stewart

Advance Contact

Keith Nahigian, 703-622- [REDACTED]

Drive Time: 20 Minutes

6:35 pm Congresswoman Michele Bachmann arrive Fox News Studios
1211 6th Avenue
New York, NY 10036

6:40 pm Hold Time

EVENT Governor Huckabee Forum

- * 8:00 pm - 9:30 pm
- * Location: Fox News Studios

- Press: OPEN
- Format:
 - Candidate Forum
- Attendees:
 - Congresswoman Michele Bachmann

9:30 pm Congresswoman Michele Bachmann departs Fox News Studios en route Hilton Hotel

Car Manifest

Congresswoman Michele Bachmann
Brett O'Donnell
Tera Dahl
Alice Stewart

Advance Contact

Keith Nahigian, 703-622-████████

Drive Time: 5 Minutes

9:35 pm Congresswoman Michele Bachmann arrives The Hilton Club New York
1335 Avenue of the Americas, 37th & 38th Floors
New York, NY 10019

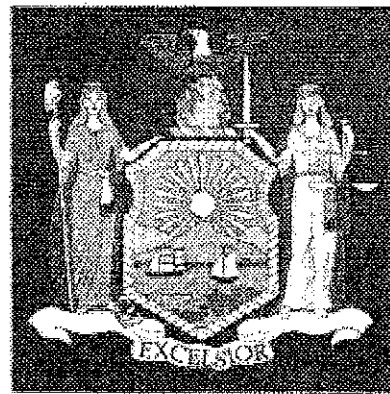
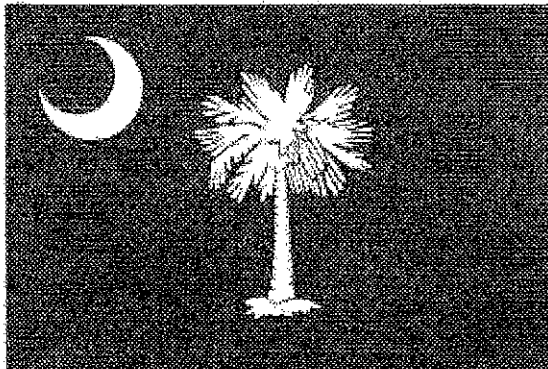
Trip Contacts:

Campaign Manager
Advance
Scheduling and Advance
Press Secretary
Personal Aide

Keith Nahigian, 703-622-████████
Kirstan Dougher, 704-502-████████
Megan Ferraro, 484-678-████████
Alice Stewart, 202-365-████████
Tera Dahl, 651-769-████████



Sunday, December 4th, 2011



Schedule for Congresswoman Michele Bachmann

Sunday, December 4th, 2011

6:50 am Congresswoman Michele Bachmann departs Hotel en route CNN

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

7:00 am Congresswoman Michele Bachmann arrives CNN
1 Time Warner Center
New York, NY
Kristi Slavka. 202-631-
E-mail: @turner.com

7:05 am Hold Time

EVENT CNN State of the Union Pre-tape Interview

- 7:45 am - 8:00 am
- Location: CNN Studios
- Press: OPEN
- Format:
 - Interview
- Attendees:
 - Congresswoman Michele Bachmann
 - Candy Crowley
- Staff Contact:
 - Alice Stewart, 202-365-

8:00 am Congresswoman Michele Bachmann departs CNN en route FOX News Studios

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

8:05 am Congresswoman Michele Bachmann arrives FOX
1211 6th Avenue
New York, NY
Patricia Peart 917-689-
Email: @foxnews.com

EVENT FOX News Sunday Pre-tape Interview

- 8:15 am - 8:25 am
- Location: CNN Studios
- Press: OPEN
- Format:
 - Interview
- Attendees:

AP_0825

13-1274_0283

- o Congresswoman Michele Bachmann
- o Chris Wallace
- * Staff Contact:
 - o Alice Stewart, 202-365-██████

8:30 am Congresswoman Michele Bachmann departs FOX News Studios en route FOX EWR

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

Drive Time: 20 Minutes

8:50 am Congresswoman Michele Bachmann arrives EWR
Newark Liberty International Airport
1 Brewster Road, Newark, New Jersey
(973) 961-██████

10:20 am Congresswoman Michele Bachmann departs EWR en route to Myrtle Beach via US
Airways Flight #1674

Confirmation Code: E63YTY, Congresswoman Michele Bachmann.
E64C0S, Tera Dahl

Flight Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

1:53 pm Congresswoman Michele Bachmann arrives at Myrtle Beach, SC airport

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

Advance Contact

Kirstan Dougher, 704-502-██████

Drive Time: 22 Minutes

2:30 Meet Sen. Cleary

2:45 pm Congresswoman Michele Bachmann arrives Colonial Mall
10177 North Kings Highway
Myrtle Beach, SC 29572

EVENT Store Signing at Books a Million

- * 3:00 pm -- 5:00 pm
- * Location: Colonial Mall
- * Press: OPEN
- * Format:
 - o Book Signing

- o Congresswoman Michele Bachmann
- o Chris Wallace
- Staff Contact:
 - o Alice Stewart, 202-365-██████

8:30 am Congresswoman Michele Bachmann departs FOX News Studios en route FOX EWR

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

Drive Time: 20 Minutes

8:50 am Congresswoman Michele Bachmann arrives EWR
Newark Liberty International Airport
1 Brewster Road, Newark, New Jersey
(973) 961-██████

10:20 am Congresswoman Michele Bachmann departs EWR en route to Myrtle Beach via US Airways Flight #1674.

Confirmation Code: E63YTY, Congresswoman Michele Bachmann
E64C0S, Tera Dahl

Flight Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

1:53 pm Congresswoman Michele Bachmann arrives at Myrtle Beach, SC airport

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

Advance Contact

Kirstan Dougher, 704-502-██████

Drive Time: 22 Minutes

2:30 Meet Sen. Cleary

2:45 pm Congresswoman Michele Bachmann arrives Colonial Mall
10177 North Kings Highway
Myrtle Beach, SC 29572

EVENT Store Signing at Books a Million

- 3:00 pm – 5:00 pm
- Location: Colonial Mall
- Press: OPEN
- Format:
 - o Book Signing

- Attendees:
 - Congresswoman Michele Bachmann

4:45 pm Congresswoman Michele Bachmann departs Myrtle Beach, SC en route to Florence, SC

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

Advance Contact

Kirstan Dougher, 704-502-██████

Drive Time: 1 Hour 30 Minutes

6:05 pm Congresswoman Michele Bachmann arrives Florence, SC
Barnes and Noble
2701 David McLeod Blvd
Florence, SC 29501

EVENT

Private Meeting

- 6:15 pm – 6:30 pm
- Location: Campaign Bus
- Press: CLOSED
- Format:
 - Private Meeting
- Attendees:
 - Congresswoman Michele Bachmann
 - John Molnar

EVENT

Store Signing at Barnes & Nobles

- 6:30 pm – 7:45 pm
- Location:
- Press: OPEN
- Attendees:
 - Congresswoman Michele Bachmann

EVENT

Private Meeting

- 7:45 pm – 6:30 pm
- Location: Campaign Bus
- Press: CLOSED
- Format:
 - Private Meeting
- Attendees:
 - Congresswoman Michele Bachmann
 - Senator Danny Verdin

8:00 pm Congresswoman Michele Bachmann departs Florence, SC en route to Columbia, SC

Car Manifest

Congresswoman Michele Bachmann
Tera Dahl
Alice Stewart
Brett O'Donnell

Advance Contact

Kirstan Dougher, 704-502-████

Drive Time: 1 Hour 30 Minutes

9:30 pm

~~Congresswoman Michele Bachmann arrives Columbia, SC
1094 Chris Drive
West Columbia, SC 29169
(803) 791-████~~

Trip Contacts:

Campaign Manager

Keith Nahigian, 703-622-████

Advance

Kirstan Dougher, 704-502-████

Scheduling and Advance

Megan Ferraro, 484-678-████

Press Secretary

Alice Stewart, 202-365-████

Personal Aide

Tera Dahl, 651-769-████

RON: Myrtle Beach

EXHIBIT 45

From: Weisser, Will </O=CORPORATEMAIL/OU=AG1-OLDT-PENGUIN/CN=RECIPIENTS/CN=WWEISSER>
Sent: Thursday, June 30, 2011 4:07 PM
To: Lee, Dennis <[REDACTED]@us.penguinroup.com>
Cc: Chaudhari, Sameer <[REDACTED]@us.penguinroup.com>; Zackheim, Adrian <[REDACTED]@us.penguinroup.com>; McLean, Allison <[REDACTED]@us.penguinroup.com>
Subject: Marketing budget for Michele Bachmann

Dennis - I think Adrian mentioned that we'll need additional 3Q marketing money to cover the Michele Bachmann drop-in title. We expect it to add at least 150,000 billing units to the year, maybe a lot more, for a very small advance (\$125,000).

My rough marketing estimate:

Coop: \$120,000
Publicity: \$145,000 (tour expenses, security, radio campaign)
Promotion: \$10,000
Advertising: \$30,000

Total: \$305,000

Let me know if you need more detail.

Thanks,

Will

Pen_0012317

13-1274_0289

EXHIBIT 46

From: McLean, Allison </O=CORPORATEMAIL/OU=AG1-OLDT-PENGUIN/CN=RECIPIENTS/CN=ASWEET>
Sent: Friday, November 18, 2011 8:39 PM
To: Weisser, Will <[REDACTED]@us.penguingroup.com>
Subject: A touch of what I go through every day

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

From: McLean, Allison
To: [REDACTED]@nbcuni.com' <[REDACTED]@nbcuni.com>
Sent: Fri Nov 18 20:36:59 2011
Subject: Re: Bachmann transportation Monday

We're splitting up the expenses with the campaign since so many of them are crossover. I have a deal with the campaign manager that he's providing cars for the media interviews when the media outlet isn't able to.

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

From: Levin, Jaclyn (NBCUniversal) <[REDACTED]@nbcuni.com>
To: McLean, Allison
Sent: Fri Nov 18 20:32:13 2011
Subject: Fw: Bachmann transportation Monday

See below. Usually publishers deal with cars. Are you guys not providing?

Jaclyn Levin
Senior Producer
NBC News
TODAY
Dateline NBC
212-664-[REDACTED]

Sent from my BlackBerry Wireless Handheld

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

From: Danielle Hagen <[REDACTED]@nahigianstrategies.com>
To: Nurre, Bridget (NBCUniversal)
Cc: Levin, Jaclyn (NBCUniversal)
Sent: Fri Nov 18 20:25:23 2011
Subject: Re: Bachmann transportation Monday

I'm happy to help anyway we can! If we need to get a car we can, just wanted to ask first. Thank you for your consideration, Jackie.

Danielle

Sent from my iPhone

Pen_0014302

13-1274_0291

On Nov 18, 2011, at 8:19 PM, "Nurre, Bridget (NBCUniversal)" <[REDACTED]@nbcuni.com> wrote:

> Hey Jackie,

>

> Danielle with the Bachmann campaign has asked if we can provide transportation for Monday morning. I told her that our policy is for the publisher to cover, but it seems like in this case the publisher is resistant. Can we make an exception in this case or do you mind circling back with the publisher?

>

> Thanks!

>

> Bridget

> -----

> NBC News

> TODAY Show

> C: 202-821-[REDACTED]

Pen_0014303

13-1274_0292

EXHIBIT 47

John L Productions

143 Laurelwood Dr
Pike Road, AL 36064
334 224-██████

Penguin Publishing
Michele Bachmann Book Tour
November 25th thru December 4th

7 Tour Days @ 1,000.00	7,000.00
(Nov 25-28 Dec 2-4)	

7 Travel Days @ ½ rate	3,500.00
------------------------	----------

Amount Due	<hr/> 10,500.00
------------	-----------------

45' Executive Coach, Driver,
Fuel, Lodging and tolls will be billed at
end of tour.

Thanks...Johnny Williams

John L Productions

143 Laurelwood Dr
Pike Road, AL 36064
334 224-██████

Penguin Publishing
Michele Bachmann Book Tour
November 25th thru December 4th

Fuel Cost	3,604.69
Driver's Pay	3,250.00
Additional day 12/05	1,000.00
Amount Due	<hr/> 7,854.69

Thanks...Johnny Williams
Tax ID: ██████████

FASTSIGNS

Sign & Graphic Solutions Made Simple.

FASTSIGNS
 5358 Mt. View Rd
 Antioch, TN 37013
 Phone (615) 731-
 Fax (615) 731-8886
 Email: @fastsigns210.com

Invoice:

Page 1 of 1
 210- 65326

Invoice Date:

Order Date:

10/31/2011

Salesperson: @fastsigns.com

Customer: Penguin Group USA

Contact: Allison Mclean

Customer: 39404

ph: (212) 368-

Description: Michelle Bachman Book Tour bus / Full wrap

Sales Person: Rick Skrance

Clerk: Rick Skrance

Email: @aol.com

	Product	Qty	Sides	H x W	Unit Cost	Install	Item Total
1	RTA Color: White Description: RTA Lettering (Based on Total Area, Height by Width) Text: White Vinyl Text Dot Numbers: See enclosed proof: 2" caps Line 1: Johnny Williams Line 2: AL CB 28 Line 3: ICC MC 298161 Line 4: USDOT 587849	* 2	1	2 x 1	\$0.00	\$0.00	\$0.00
2	3M Controllac IJ3552C ABV Description: 2 mil. 3M Controllac IJ3552c Adhesive Back Vinyl w/Comply Opaque Adhesive Text: Drivers Side Artwork in 84367 folder (ricks oct)	* 1	1	1 x 1	\$1,800.00	\$0.00	\$1,800.00
3	3M Controllac IJ3552C ABV Description: 2 mil. 3M Controllac IJ3552c Adhesive Back Vinyl w/Comply Opaque Adhesive Text: Passenger Side	* 1	1	1 x 1	\$1,800.00	\$0.00	\$1,800.00
4	3M Controllac IJ3552C ABV Description: 2 mil. 3M Controllac IJ3552c Adhesive Back Vinyl w/Comply Opaque Adhesive Text: front	* 1	1	1 x 1	\$400.00	\$0.00	\$400.00
5	3M Controllac IJ3552C ABV Description: 2 mil. 3M Controllac IJ3552c Adhesive Back Vinyl w/Comply Opaque Adhesive Text: ba ck	* 1	1	1 x 1	\$600.00	\$0.00	\$600.00
6	Installation Description: Installation	* 1	0	0 x 0	\$1,750.00	\$0.00	\$1,750.00
7	Miscellaneous Description: Overtime charge.	* 1	1	1 x 1	\$500.00	\$0.00	\$500.00

Other Payments:

Shipping Notes:

Form of Payment / Amount / Initials

Ordered: 10/31/2011 1:32:21PM
 Due: 11/21/2011 4:00:00PM
 Printed: 11/18/2011 2:04:56PM

Notes:

Line Item Total:	\$6,850.00
Tax Exempt Amt:	\$1,750.00
Subtotal:	\$6,850.00
Taxes:	\$471.75
Total:	\$7,321.75
Total Payments:	\$0.00
Balance Due:	\$7,321.75

Thank You for Your Business!

Terms: Pre-Pay

Received/Accepted By:

/ /

ATTN: Allison Mclean
 Penguin Group USA
 143 Laurelwood Dr.
 Pike Road, AL 36064

John L Productions

143 Laurelwood Dr
Pike Road, AL 36064
334 224-██████

Penguin Publishing
Michele Bachmann Book Tour
November 25th thru December 4th

Use of Sound Systems, Mult-Box and
Radios

7 tour days @ 600.00	4,200.00
Amount Due	<hr/> 4,200.00

RICHARDS PUBLIC RELATIONS

November 28, 2011

Invoice #: 8961726

To: Allison McLean
Sentinel Publicity
[REDACTED]@us.penguingroup.com

INVOICE *Publicity for Rep. Michele Bachmann* & **CORE OF CONVICTION**

PUBLIC RELATIONS FEE:

\$13,000

This amount reflects the total public relations fee required for securing interviews and other media coverage for CORE OF CONVICTION and Rep. Michele Bachmann with special focus on national Christian television, national radio, and regional/ local broadcast and print coverage in the following designated tour markets:

New York City, NY.
Washington, D.C.
Minneapolis/ St. Paul/ Bloomington, MN.
Mason City, IA.
Waterloo, IA.
Dubuque, IA.
Davenport, IA.
Cedar Rapids, IA.
Des Moines, IA.
Sioux City, IA.
Council Bluffs, IA.
Rock Hill, SC.
Greenville, SC.
Aiken, SC.
Columbia, SC.
Myrtle Beach, SC.
Florence, SC.

PRESS MATERIAL CREATION:

RPR used the Sentinel press materials so the message was uniform across all platforms.

MAILINGS:

Labels were prepared (i.e. Excel files) for Sentinel for all RPR mailings in the national arena. Miscellaneous requests were sent to the Sentinel publicity department as they came in.

PUBLICITY COORDINATION:

- Updated Allison McLean, Jacquelynn Burke, Tiffany Liao, and all other applicable Sentinel team members on a regular basis.
- Updated master publicity calendar as necessary.

EXPENSES:

Out-of-pocket expenses have been waived for this project.

TOTAL DUE UPON RECEIPT:

\$13,000

Please make your check payable to: Richards Public Relations/ SS #: [REDACTED]

3908 CALLOWAY DRIVE • MANSFIELD/ TEXAS • 76063
PHONE: 817-453-[REDACTED] • FAX: 817-453-6164

THMB_000005

13-1274_0298



45 West 45th Street
 New York, NY 10036
 212.354. P
 212.354.6127 F

Invoice	
Invoice N°	Date
115052	10/13/2011

Sold To: Penguin Group (USA)
 Lynn Rogan
 375 Hudson Street
 New York, NY 10014

Ship To: Penguin Group (USA)
 Lynn Rogan
 375 Hudson Street
 New York, NY 10014

Date	Purchase Order	Terms	Ref Numbers	Ship Via	Sales Rep
10/13/2011		Net 30	996544	Messenger to	On
Job N°	Quantity	Description			Sale Amount
996544	25	Job Name:Core of Conviction posters Item:Poster Finished Size:20 x 30 Media: Digital C Matte Finishing:Packing - Individually AirShip,			\$1,772.25
THANK YOU FOR YOUR BUSINESS-We accept Visa/MC/Amex We charge 1.5% service charge per month on past due balances. We welcome comments via our website at http://www.influencegraphics.com/comments.asp Leave us a comment and enter to win an Apple iPad.				Sub-Total	\$1,772.25
				Sales Tax	\$166.17
				Shipping	\$100.00
				Total	\$2,038.42

PREMIERE MARKETING

109 International Drive
 Suite 300
 Franklin, TN 37067

Invoice

DATE	INVOICE #
10/24/2011	2260

BILL TO
Penguin Group 375 Hudson Street New York, NY 10014

P.O. NO.	TERMS	DUE DATE	REP		
		10/24/2011	DW		
DESCRIPTION			QTY	RATE	AMOUNT
Tour Routing Services conducted in August				1,000.00	1,000.00
Marketing Wiring Instructions: Tax ID # [REDACTED] For payment by check - 109 International Dr., Suite 300 Franklin, TN 37067-1714 For payment by wire - Bank: Pinnacle National Bank (615) 744-[REDACTED] 7040 Carothers Pkwy, Franklin TN 37067 Name of Account: Premiere Marketing, Inc ABA Number: [REDACTED] Account Number: [REDACTED]					
			Total		\$1,000.00

Balance Due	\$1,000.00
--------------------	-------------------

THMB_000007

EXHIBIT 48

From: Liao, Tiffany </O=CORPORATEMAIL/OU=AG1-OLDT-PENGUIN/CN=RECIPIENTS/CN=ULIAOTI>
Sent: Thursday, October 20, 2011 5:41 PM
To: McLean, Allison <[REDACTED]@us.penguin.com>; Burke, Jacquelynn <[REDACTED]@us.penguin.com>
Cc: Liao, Tiffany [REDACTED]@us.penguin.com>
Subject: Missing anything? : Notes -- Bachmann Book PR Call (with Legal) 10/21/11

Bachmann Book PR Call 10/21/11

On the call: Becky, Bill (Legal), Danielle, Keith, ASM, JB, TL

- ***** MB's Legal says they can put bookseller links on the MB site (!)**
- **E-mail announcements – shooting for Tuesday 10/25 (Bachmann Fundraising @ 10 am, Sentinel Preorder e-mail @ 2pm)**
 - Bachmann Fundraising Announcement – donate x and get a book
 1. Next 3-4 weeks will be devoted to selling books to raise \$ for campaign ASAP – fundraising top priority to make it to caucus
 2. Bill/Legal wants campaign to buy books directly from Penguin and ship to single fulfillment location – Keith said offline he wants to go through retail
 1. **Legal wants price per unit and schedule of payment (add shipping later)**
 2. **Need to ensure Penguin contract amendment re: MB's royalties is put through.**
 - Sentinel Announcement:
 1. Bill/Legal must review e-mail before it's sent out – will review tonight and pass through HEC tomorrow.
 2. Penguin can rent MichelePAC e-mail list – Becky will ID list with largest # of recognized MB supporters ("There's an awful lot of overlap"). Can't rent Bachmann for President/Congress list.
 1. **Estimate: \$4,000 for 600,000 e-mails. Becky will send exact to ASM.**
 3. Preorder E-mail will be MichelePAC list of 300,000 e-mails / similar list of conservatives, blast to wider e-mail TK.
- **Tour (Schedule must also be vetted thru Legal/Bill)**
 - Keith wants to do each media market's stops as media announcement – will hold off until stores get confirmed.
 - **Social Media:** Doublechecking if they can tweet/FB tour schedule stops – should be OK
 - **Bus:** Must be book-related artwork on the side if Penguin is paying – can't be "Bachmann for President"
 1. Keith will get pricing for bus and contract for 6-7 days.
- **MB's rough schedule for next week: Monday – Dark day, NH filing. Tues/Wed – Repub. Gala. Thurs – MN. IA on 10/28-29.**
- **Advertising: Banner ads / facebook ads, etc – to be discussed w/ Becky**

Tiffany Liao
Portfolio, Sentinel & Current | Penguin Group (USA)
Tel: 212-366-[REDACTED]
375 Hudson Street | New York | NY | 10014
[REDACTED]@us.penguin.com

Pen_0005041

13-1274_0302

EXHIBIT 49

Campaign Solutions//The Donatelli Group
 117 North Saint Asaph Street
 Alexandria, VA 22314

Invoice

DATE	INVOICE #
12/1/2011	8863

BILL TO
Senteniel Penguin Group (USA) Inc. 405 Murray Hill Parkway East Rutherford, NJ 07073-2136T

PAID
 08/09/2012

TERMS

ITEM	DESCRIPTION	AMOUNT
Email Deployment	193299 emails @ \$0.0200 per name - Nov 2011 - Michelle Bachmann List	3,865.98
Email Deployment	193299 email @ \$0.0100 per name - Nov 2011 - Email Deployment	1,932.99
Thank you for your business.		Total \$5,798.97

THMB_000080

EXHIBIT 50

SEARCH WEB

AOL.com | Sign Out | Options

EMAIL IM TEXT CHECK

REPLY REPLY ALL FORWARD ACTION DELETE SPAM

- Search Mail
- Today on AOL
- Inbox 3843
- Drafts 136
- Sent
- Spam 15
- Trash
- Contacts
- Calendar
- My Folders
- Saved Mail 101
- Saved Chats
- BFP-Non-Staff
- BFP-staff 1
- Book Signing**

Gang -- Here are the Iowa book-signing event details
 From Eric Woolson [redacted]@theconceptworks.com [hide details](#) Mon, Nov 21, 2011 1:54 pm

To Barb Heki [redacted]@aol.com, Brad Zaun [redacted]@rreality.com, Christopher Dorr [redacted]@gmail.com,
 Craig Handzlik [redacted]@hotmail.com, Drew Klein [redacted]@bachmannhq.com, Drew Klein [redacted]@gmail.com,
 Emma Aquino-Nemecek [redacted]@aol.com, Guy Short [redacted]@aol.com, Kent Soranson [redacted]@kentsoranson.com,
 Mark Doland [redacted]@yahoo.com, Matthew Combs [redacted]@netzero.net, Peter Waldron [redacted]@msn.com,
 Tony Eastman [redacted]@tonyeastman.com, Wes Enos [redacted]@wesenos.com

Gang,
 Feel free to pass around details of these events to your friends, family, county chairs, precinct captains, churches, service groups, etc.
 We'd love to have tons of people turn out for MB's events on Friday, Saturday and Sunday.
 e

FRIDAY, NOVEMBER 25th

8:00 am -- Bloomington, MN
 Store Signing at B&N
 118 E. Broadway
 Mall of America
 Bloomington, MN 55425

12:30 pm -- Mason City, IA
 Store Signing with pop up store
 Historic Park Inn & Conference Center
 15 West State Street
 Mason City, IA

4:00 pm -- Waterloo, IA
 Store Signing at Family Christian Store

EXHIBIT 51

From: Craig Handzlik <[REDACTED]@hotmail.com>

To: Eric Woolson <[REDACTED]@theconceptworks.com>

Cc: Barb Hekl <[REDACTED]@aol.com>; Brad Zaun <[REDACTED]@rrrealty.com>; Christopher Dorr <[REDACTED]@gmail.com>; Drew Klein <[REDACTED]@bachmannhq.com>; Drew Klein <[REDACTED]@gmail.com>; Emma Aquino-Nemecek <[REDACTED]@aol.com>; Guy Short <[REDACTED]@aol.com>; Kent Sorenson <[REDACTED]@kentsorenson.com>; Mark Doland <[REDACTED]@yahoo.com>; Matthew Combs <[REDACTED]@netzero.net>; Peter Waldron <[REDACTED]@msn.com>; Tony Eastman <[REDACTED]@tonyeastman.com>; Wes Enos <[REDACTED]@wesenos.com>; Megan Ferraro <[REDACTED]@nahigianstrategies.com>

Subject: Re: URGENT: We need to do more on the book events turn out

Date: Sun, Nov 27, 2011 9:23 pm

Hey All,

I just wanted to send you all a quick thank you for helping out with the book tour events. I know there was some question about how much we were all allowed to actively promote the events. However, the second that the IA campaign staff began helping out with these stops, the events were markedly improved. I polled the public at a few of the events and almost everyone I asked said that they came to the signing because of tactics that you employed. Eric, Brad, Kent, Barb, Alex and Emma were huge assets at the events as well.

I thank you!

Best,

Craig Handzlik

Cell: 310-938-[REDACTED]

[REDACTED]@hotmail.com

On Nov 25, 2011, at 3:54 PM, Eric Woolson wrote:

All -- the Mason city event was a disaster. Please get in touch with anyone you know who might turn out for the following events and remind them about the events. It'd be great if they buy books but, remember, not everyone does or not everyone goes to these events thinking they're going to buy. WE NEED BODIES AT THESE EVENTS TODAY AND TOMORROW!

TODAY

4:00 pm -- Waterloo, IA

Store Signing at Family Christian Store

2019 Crossroads Blvd

Waterloo, IA 50702

8:00 pm -- Dubuque, IA

Store Signing at River Lights Bookstore

PW_0200

13-1274_0308

1098 Main Street
Dubuque, IA 52001

SATURDAY, NOVEMBER 26th

9:00 am – Davenport, IA

Store Signing with pop up store

Radisson Hotel

111 East Second Street

Davenport, IA 52801

1:00 pm – Cedar Rapids, IA

Store Signing at B&N

333 Collins Road NE

Bldg 1

Cedar Rapids, IA 52402

6:00 pm – Des Moines, IA

Store Signing at Family Christian Store

Village At Jordan Creek
7105 Mills Civic Pkwy Ste 160
West Des Moines, IA 50266

SUNDAY, NOVEMBER 27th

12:00 pm – Sioux City, IA

Store Signing at B&N

4400 Sergeant Road

Sioux City, IA 51106

4:00 pm – Council Bluffs, IA

Store Signing with pop up store

PW_0201

13-1274_0309

Holiday Inn
2202 River Road
Council Bluffs, IA 51501

Eric Woolson
President/CEO
The Concept Works, Inc.
1001 Office Park Road, Suite 119
West Des Moines, IA 50265
(515) 226-██████████
██████████ (cell)
(800) 631-6079 (fax)
██████████@theconceptworks.com
www.theconceptworks.com

EXHIBIT 52

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Subject to the Nondisclosure Provisions of H. Res. 895 as Amended

OFFICE OF CONGRESSIONAL ETHICS
UNITED STATES HOUSE OF REPRESENTATIVES

MEMORANDUM OF INTERVIEW

IN RE: Former Home School Coalition Director
Bachmann for President
REVIEW No(s): 13-1274
DATE: April 19, 2013
LOCATION: 425 Third Street, SW
Washington, DC 20024
TIME: 1:30 p.m. to 3:30 p.m. (approximate)
PARTICIPANTS: Scott Gast
Omar S. Ashmawy

SUMMARY: The OCE requested an interview with the witness and he consented to an interview. The witness made the following statements in response to our questioning:

1. The witness was given an 18 U.S.C. § 1001 warning and consented to an interview. The witness signed a written acknowledgement of the warning, which will be placed in the case file in this review.
2. The witness is not currently employed, but has engaged in freelance work in the past, ranging from data entry to working on political campaigns as both a volunteer and as paid staff. She is responsible for home schooling her children.
3. The witness worked for the Bachmann for President (“BFP”) campaign in 2011 as the Iowa Home School Coalition Director. She started as a volunteer for the campaign.
4. The witness first became involved with a potential Bachmann campaign in March 2011 when she had initial discussions with several people about helping with a presidential campaign. One of the people who spoke with her about supporting Rep. Bachmann was a friend Mr. Kent Sorenson named Steve Deace.
5. The witness had an initial meeting with Rep. Bachmann around this time, but she did not recall who arranged the meeting. She believes that Vicky Crawford, Mr. Sorenson and his assistant Chris Dorr were also at the meeting.
6. The witness recalled that, after the initial meeting with Rep. Bachmann, nothing happened for several months. The witness inquired of Mr. Sorenson about the status of her interest in joining BFP because she needed to know whether she might be working with the campaign in order to make plans. Mr. Sorenson introduced her to Guy Short, who told her that BFP Deputy Campaign Manager David Polyansky would be making the hiring decision.

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7. The witness was ultimately hired in June 2011 as an independent contractor, as there was uncertainty regarding funding. She recalled that Mr. Sorenson or one of his assistants, Wes Enos, called her to offer her the job.
8. The witness was paid \$2,500 per month. BFP initially offered her a little less compensation, but raised it a little bit. She negotiated the terms of her compensation with Mr. Sorenson. She initially reported to Mr. Sorenson, and then to Eric Woolson when he became the BFP Iowa campaign manager either at the beginning of November or the end of October 2011.
9. The witness did not have any discussions with Rep. Bachmann about compensation, her hiring, or her duties once she had been hired.
10. The witness recalled that Rep. Bachmann had tried calling her at some point in the spring of 2011, but the witness missed the phone call. When she tried calling back, Rep. Bachmann was not available and they never connected. The witness thought Rep. Bachmann may have been calling to offer her the job or just to thank her for the meeting they had, but she does not know. The call would have been a month or more before she was hired.
11. The witness remained with the campaign until it was suspended.
12. As the Home School Coalitions Director, the witness' duties were to organize homeschool families to support Rep. Bachmann in the Iowa straw poll and then vote for her in the Iowa caucuses. She also tried to put campaign events together and got involved in some endorsements as result of some contacts she had.
13. The witness was based in the BFP Urbandale, Iowa office, where she worked with fellow campaign staff members Tony Eastman, Kent Sorenson, Wes Enos, Chris Dorr, Tamara Scott, Drew Klein, and Peter Waldron. She said that Andy Parrish managed the Iowa office until he left the campaign in September 2011.
14. The witness had less contact with the campaign's "national folks," including Guy Short, Alice Stewart, and Keith Nahigian.
15. The witness said that she did not have many interactions with Rep. Bachmann during the campaign. She said that she introduced Rep. Bachmann at a homeschool event and at an event for conservative leaders.
16. The witness said that she was not sure of Rep. Bachmann's level of involvement in managing the presidential campaign. She said that Mr. Parrish would have a better sense of that.
17. The witness said that advisor Brett O'Donnell "controlled all the shots" when it came to Rep. Bachmann's activities. She said that Mr. Nahigian also "called some shots."
18. The witness did not have any interactions with MICHELE PAC. She said that she only found out who was involved with MICHELE PAC after the presidential campaign had ended.
19. The witness said that she heard "office banter" that Mr. Sorenson was being paid for his work on the presidential campaign. She believes she may have heard Wes Enos or Chris Dorr, who

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were associated with Mr. Sorenson before the presidential campaign, talking about this. She also remembered that someone said, "He's not doing this for free."

20. At the end of the campaign the witness recalled being denied things she wanted to do because it cost too much.
21. The witness said that if there was any request that Iowa staff work without pay or as volunteers during the presidential campaign, she was not aware of this. She noted that some of her requests for funding were denied near the end of the campaign because she was told that the campaign could not afford them. She noted that Iowa campaign manager Eric Woolson ensured that the Iowa staff was paid early in December to avoid any problems.
22. The witness said that she had been paid for her work on the campaign except for work she performed during the first week of January.
23. The witness said that she first met Mr. Short at events she attended before she was hired by the campaign. Mr. Short was pointed out to her as someone involved in hiring for the campaign. The witness recalled telling Mr. Short she was interested in a position with the campaign.
24. The witness was not familiar with C&M Strategies, but knew that it was Mr. Short's organization. The witness did not know its structure.
25. According to the witness, Mr. Short's role at BFP was to work with mailing lists, emails, and tele-town halls. The witness thought he wrote most of the fundraising solicitation emails.
26. The witness remembered that Mr. Short was later given the title of National Political Director, but she did not know if his duties changed at that point.
27. The witness said that Mr. Short was working full-time for BFP in November and December 2011, but that he was in and out of the campaign office. She said she never saw him working on other matters, but noted that she did not see him all the time.
28. The witness never heard anything negative about Mr. Short's relationship with Rep. Bachmann.
29. The witness said that she assumed that Mr. Short reported to Mr. Nahigian. She said she had no knowledge of Mr. Short's compensation from BFP, nor did she discuss it with anyone. She was not aware of any compensation Mr. Short received from other entities. She had no conversation with Rep. Bachmann about Mr. Short's compensation.
30. The witness said that she had not heard that Mr. Short was working as a volunteer for BFP in November and December 2011. The witness said, "That sounds absurd if I heard that...why would someone stop making money and work for free?"
31. The witness said that she did not pay attention to fundraising emails and phone calls, and she was not aware of any fundraising project in December 2011.
32. The witness knew Mr. Sorenson from before the BFP campaign, having met him several years before. She believes it was on Steve Deace's recommendation that Mr. Sorenson reached out to the witness about joining the Bachmann presidential campaign.

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33. The witness said that Mr. Short and Mr. Sorenson shared an office at the campaign office, but other than that, the witness did not know anything about their relationship. She did not know if they knew each other before the BFP campaign, or if Mr. Sorenson worked for Mr. Short. She said that when she asked for things Mr. Sorenson had to go to Mr. Nahigian or Mr. Short first.
34. The witness was not aware of any compensation arrangement between Mr. Short and Mr. Sorenson other than what she learned from conversation around the office. The witness did not know the source of any compensation Mr. Sorenson may have received, but she had heard that it was “rerouted” through a consulting firm so that Mr. Sorenson could be paid. She said that she did not know what firm or how much was paid.
35. The witness said she remembered that Mr. Sorenson was not supposed to be paid because he was a state senator, but that “they found a way to pay him.” However, the witness did not know at the time if there was any problem with what they were doing.
36. The witness did not have any conversation with Mr. Sorenson, Mr. Short, or Rep. Bachmann about compensation paid to Mr. Sorenson.
37. When asked about her role with respect to Rep. Bachmann’s book tour, the witness said that she remembered receiving an email saying they needed help getting people to book tour events. As a result of this email, she volunteered to go out and help. The witness attended two book signings – one in Council Bluffs and another in West Des Moines.
38. The witness said that the help that was needed was “to do sign-ups and distribute literature” for BFP. She recalled that she brought BFP volunteer sign-up sheets and BFP literature to the two book tour events she attended. She signed up volunteers and distributed the BFP literature. The witness said that she “definitely” attended the two book signing events in her capacity as a BFP staff member.
39. The witness said that she did not receive any guidance or any materials about what she could and could not do on the book tour.
40. The witness did not know who was involved in arranging the book tour. The witness did not know who paid for the book tour, but recalled a different bus than the BFP bus, with different graphics on it. She did not know who traveled on the book tour bus.
41. The witness said that several BFP national staff members were present at the two events she attended. The witness recalled seeing Mr. Nahigian, Ms. Stewart, Tera Dahl, Brett O’Donnell, and Craig Handzlik, an advance staff member. She did not remember if Mr. Short was there. Mr. Sorenson and another Iowa state senator were at the event in West Des Moines.
42. The witness was shown email a November 25, 2011 email from Mr. Woolson about turnout at Rep. Bachmann’s book tour events. The witness said that she thought this was the first email she received about the book tour. When the witness got the email, she replied to Mr. Woolson, offering to help.
43. The witness was shown another November 25, 2011 email in which she says that she notified homeschoolers about the book signing event in West Des Moines. The email also notes that she

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sent an email to more than 200 homeschool families. The witness said that she believes this refers to the BFP list of homeschoolers.

44. The witness said that she always notified people when Rep. Bachmann had events, to get these people to come out and to spread the word to others.
45. The witness was asked about the reference in her email to bringing the new BFP intern to the West Des Moines book signing event. The witness said that the internship was an informal one, not a formal compensated position, but the witness did remember Mr. Woolson telling her she could have an intern. The intern and her mother helped out at the West Des Moines event.
46. According to the witness, the West Des Moines book signing event was attended by herself, the BFP intern and her mother, Mr. Nahigian, Ms. Dahl, Mr. Handzlik, and Mr. Sorenson. The Council Bluffs book signing event was attended by Mr. Handzlik, Mr. Nahigian, and Ms. Stewart, as well as the witness and her husband.
47. The witness said that she brought clipboards of BFP volunteer sign-up sheets, campaign literature, and campaign signs to the West Des Moines book signing event. The witness, her husband, the BFP intern, and the intern's mother distributed the literature and signs at the event, and signed up attendees to volunteer for BFP.
48. The witness said that the same things were done at the Council Bluffs book signing event, but it was just her and her husband at that event.
49. The witness was shown a November 25, 2011 email from another BFP field staff member who stated that she had "at least 40 or 50 people" for the Waterloo book signing event. The witness believes that a second BFP field staff member also recruited attendees to other book signing events. The witness said that a November 27, 2011 email from Mr. Woolson indicated that a third BFP staff member was going to cover a book signing event in Sioux City, Iowa.
50. The witness was shown a November 26, 2011 email from Wes Enos to the witness, Mr. Woolson, and Drew Klein, in which Mr. Enos asks about a strategy to "cover signup sheets and lit at the next 3 book signings." The witness said that Mr. Enos was serving as deputy Iowa campaign manager. Mr. Klein worked to recruit supporters from the faith-based community.
51. The witness was asked about the reference in her November 27, 2011 email to "Michele" asking if they were "doing signup sheets." The witness said that, at the West Des Moines book signing event, Rep. Bachmann motioned the witness over to her in the middle of the book signing and asked the witness if she was signing people up as volunteers for BFP. The witness explained that they had already signed up the people at the front of the line and the BFP volunteers were now at the back of the line. She said that Rep. Bachmann was happy to know they had done that.
52. The witness said that Rep. Bachmann saw her and her husband signing up volunteers at the Council Bluffs book event.
53. The witness was shown a November 27, 2011 email from Mr. Handzlik to the Iowa BFP staff, in which he thanks them for helping out with the book tour events. The witness said that this was the first hint that there was any problem with what they had one at the book tour events..

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54. The witness was shown an Auto Mileage Expense Reimbursement form that she had completed and submitted to BFP. The witness said that she submitted and was reimbursed by BFP for the mileage to attend the two book signing events. She also was reimbursed by BFP for a meal for her and her husband in Council Bluffs when they attended the book signing event there.
55. The witness was shown a November 25, 2011 email from Rebecca Donatelli, who she identified as an online/digital media consultant to BFP, to the witness and other BFP Iowa staff. The witness said that the reference in the email to “the entire Iowa list” was a reference to a BFP list that contained every email in Iowa that they had in their possession. The witness said she did not discuss the use of this list with anyone.

This memorandum was prepared on April 24, 2013 after the interview was conducted on April 19, 2013. I certify that this memorandum contains all pertinent matter discussed with the witness on April 19, 2013.

Scott Gast
Investigative Counsel

EXHIBIT 53

From: Eric Woolson <[REDACTED]@theconceptworks.com>

To: niche4rich <[REDACTED]@aol.com>

Cc: GuyShort <[REDACTED]@aol.com>; Zaun.Brad <[REDACTED]@rrrealty.com>; iowagrassroots <[REDACTED]@gmail.com>; CEHandzlik <[REDACTED]@hotmail.com>; Drew <[REDACTED]@bachmannhq.com>; drewrklein <[REDACTED]@gmail.com>; iapolitics <[REDACTED]@aol.com>; kent <[REDACTED]@kentsorenson.com>; pixilating_99 <[REDACTED]@yahoo.com>; statmann1 <[REDACTED]@netzero.net>; contactamerica1 <[REDACTED]@msn.com>; tony <[REDACTED]@tonyeastman.com>; wes <[REDACTED]@wesenos.com>

Subject: Re: URGENT: We need to do more on the book events turn out

Date: Fri, Nov 25, 2011 5:54 pm

Hi Barb,

That is a great offer. I think we could use you as a sort of roving field representative where we have you work with the regional reps to close the deal with precinct captains.

e

On Fri, Nov 25, 2011 at 5:50 PM, <[REDACTED]@aol.com> wrote:

I notified homeschoolers earlier and am planning to be at WDM event tomorrow and bring our new Intern, a homeschooled teen who is volunteering in that position. For tomorrow's West Des Moines event, I sent to e-mail loops that hit more than 200 homeschooling families.

I'm not among the normal staff who drives to other parts of the state but I certainly would be more than glad to do so if that helps. Just let me know.

I have the most current signup sheet on my computer. I'll send it shortly.

Barb

Sent from my iPhone

On Nov 25, 2011, at 16:56, "R. Rebecca Donatelli" <[REDACTED]@campaignsolutions.com> wrote:

I am having this sent to the entire Iowa list.

Sent from my iPhone

On Nov 25, 2011, at 5:07 PM, "[REDACTED]@aol.com" <[REDACTED]@aol.com> wrote:

Becki,

Can we push people to these events through IA emails? Maybe simply forward the advisory to the targeted area? Or because of time and manpower over the holiday weekend we simply forward the media advisory to the entire IA email list with the Subject: Come meet Michele Bachmann this weekend.

Thoughts?

In a message dated 11/25/2011 2:54:45 P.M. Mountain Standard Time, [REDACTED]@theconceptworks.com writes:

All -- the Mason city event was a disaster. Please get in touch with anyone you know who might turn out for the following events and remind them about the events. It'd be great if they buy books but, remember, not everyone does or not everyone goes to these events thinking they're going to buy. WE NEED BODIES AT THESE EVENTS TODAY AND TOMORROW!

TODAY

4:00 pm -- Waterloo, IA

PW_0180

13-1274_0319

Store Signing at Family Christian Store

2019 Crossroads Blvd

Waterloo, IA 50702

8:00 pm – Dubuque, IA

Store Signing at River Lights Bookstore

1098 Main Street

Dubuque, IA 52001

SATURDAY, NOVEMBER 26th

9:00 am – Davenport, IA

Store Signing with pop up store

Radisson Hotel

111 East Second Street

Davenport, IA 52801

1:00 pm – Cedar Rapids, IA

Store Signing at B&N

333 Collins Road NE

Bldg 1

Cedar Rapids, IA 52402

6:00 pm – Des Moines, IA

Store Signing at Family Christian Store

Village At Jordan Creek

7105 Mills Civic Pkwy Ste 160

West Des Moines, IA 50266

SUNDAY, NOVEMBER 27th

PW_0181

13-1274_0320

12:00 pm – Sioux City, IA

Store Signing at B&N

4400 Sergeant Road

Sioux City, IA 51106

4:00 pm – Council Bluffs, IA

Store Signing with pop up store

Holiday Inn

2202 River Road

Council Bluffs, IA 51501

—
Eric Woolson
President/CEO
The Concept Works, Inc.
1001 Office Park Road, Suite 119
West Des Moines, IA 50265
(515) 226-██████████
██████████ (cell)
(800) 631-6079 (fax)
██████████@theconceptworks.com
www.theconceptworks.com

—
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██████████@theconceptworks.com
www.theconceptworks.com

EXHIBIT 54

Bachmann for President

Auto Mileage Expense Reimbursement

EMPLOYEE Barb Heki
 ADDRESS [REDACTED]
 CITY Johnston
 STATE IA ZIPCODE 50131

Other fields are calculated

Reimbursement Rate \$0.555

DATE	PURPOSE	FROM	TO	MILEAGE	REIMBURSED @ 55.5 CENTS PER MILE
01/08/12	Purchase prizes to award to homeschool contest w	Ofc	American Electronics	6.0	\$3.33
01/04/12	Press onference; lunch w/Michele	Ofc	Marriott/Machine Shed	12.0	\$6.66
01/03/12	Speak/lit dist at caucus; staff party	Ofc	Caucus site/Marriott	29.0	\$16.10
01/02/12	Drive volunteer home (Heidi)	Ofc	Vol home	1.0	\$0.56
12/29/11	Transport volunteer (Marle)	Ofc	Vol. home	46.0	\$25.53
12/29/11	Transport volunteer to hotel (Becky)	Ofc	Holiday Inn Express	4.0	\$2.22
12/28/12	Transport volunteer to hotel (Becky)	Ofc	Holiday Inn Express	4.0	\$2.22
12/18/11	Transport volunteer (Marle)	Ofc	Vol. home	46.0	\$25.53
12/19/12	Transport volunteer from hotel (Rebecca & Henry)	Ofc		4.0	\$2.22
12/17/11	Transport volunteer from hotel (Rebecca & Henry)	Ofc	Holiday Inn Express	8.0	\$4.44
12/16/11	Transport volunteer from hotel (Rebecca & Henry)	Ofc	Holiday Inn Express	8.0	\$4.44
12/15/11	Transport volunteer from hotel (Rebecca & Henry)	Ofc	Holiday Inn Express	8.0	\$4.44
12/14/11	Lit distrl at Gift of Life movie	Ofc	Hoyt Sherman	16.0	\$8.88
12/13/11	Mtg w/Family Leader (p.m.)	Ofc	Walnut Creek	8.0	\$4.44
12/13/12	Mtg w/Pastor Amman (a.m.)	Ofc	Walnut Creek	8.0	\$4.44
12/10/11	Lit drop at Marcus' speech	Ofc	Varsity Theater./Drake	12.0	\$6.66
12/07/11	Transport volunteer to work (Maddie) - 2 RTs	Ofc	St. Charles	120.0	\$66.60
11/27/11	Distribute lit at event	Ofc	Council Bluffs	276.0	\$153.18
11/26/11	Distribute lit at event	Ofc	Jordan Creek	23.0	\$12.77
08/31/11	Waterworks (event) and pick up/take home voluntee	Ofc	Waterworks	19.0	\$10.55
08/31/11	Return event pans to church	Ofc	FortDSMChurchOfChr	37.0	\$20.54
08/16/11	Replenish lit at State Fair (2 more boxes)	Ofc	State Fair	31.0	\$17.21
08/13/11	Transport speaker from hotel to Ames to airport	Ofc	Hotel;Ames;DSMAirpo	185.0	\$102.68
08/12/11	Lit to State Fair; transport speaker Rick Green	Ofc	State Fair; Airport; Res	68.0	\$37.74
08/11/11	T-shirt pickup; Debate-transport MN volunteers	Ofc	Broken Arrow; Ames	95.0	\$52.73
08/08/11	Choose T-shirt samples	Ofc	BrokenArrow	14.0	\$7.77
08/07/11	Homeschool Mtg-Fort DSM - 2 cars	Ofc	Groc/FortDSMChurchC	108.0	\$59.94
08/06/11	Groc. Shop- Homeschool Mtg	Ofc	Groc Store	17.0	\$9.44
08/05/11	Spirit Midwest event signups	Ofc	SpiritMidwest	17.0	\$9.44
07/22/11	Check out event location	Ofc	FortDSMChurchOfChr	24.0	\$13.32
07/20/11	Norwalk House Party; pick up volunteer and take h	Ofc	Vol/Norwalk/Vol/Ofc	67.0	\$37.04
07/16/11	Pick up Homeschool Directory	Ofc	Faster I aka	39.0	\$21.65
07/14/11	shop for Homeschool Calling	Ofc	Groc/Marriott	17.0	\$9.44
07/09/11	Open House; Groc.; Mtg w/Michele & Leaders	Ofc	Groc/Marriott	31.0	\$17.21
07/07/11	Capitol - candidate pledge mtg	Ofc	Capitol	47.0	\$26.09
07/02/11	Capitol - hand out lit at Tea Party	Ofc	Capitol	47.0	\$26.09
TOTALS				1492.0	\$828.14

PREPARER / Date

APPROVED BY / Date

BH_00828

13-1274_0323

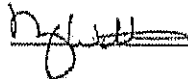
Bachmann for President Expense report

Name Barb Heki
Department Iowa


Position Iowa Homeschool Coal
Manager Eric Woolson

Date	Account	Description	Hotel*	Transport*	Mileage**	Meals*	Pstg/Del*	Office Supplies*	Fuel***	Misc**	Total
1/8/2012		iPod Nano - prize for most individual phone calls made -- Maddie Archer winner								\$136.74	\$ 136.74
1/8/2012		iPod Nano - prize for most "Yes will vote for Michele" responses -- Julia Matson winner								\$136.74	\$ 136.74
12/26/2011		Business lunch - WHO radio debate guest for Michele and wife/son				\$ 54.01					\$ 54.01
11/27/2011		Lit Distr - Council Bluffs event				\$ 25.00					\$ 25.00
11/15/2011		Photo - BFP Offices						\$ 10.33			\$ 10.33
11/4/2011		Supplies for event setup						\$ 11.74			\$ 11.74
10/24/2011		Color copies						\$ 6.29			\$ 6.29
8/16-19/2011		State Fair admission - refresh Lit - 2 volunteers								\$ 20.00	\$ 20.00
8/13/2011		Admission - Deliver Lit to State Fair w/4 Vol from Minnesota								\$ 50.00	\$ 50.00
8/13/2011		Meal for volunteers from Minnesota				\$ 22.00					\$ 22.00
8/13/2011		Bus. Dinner - speaker Rick Green & Vol.				\$104.92					\$ 104.92
8/7/2011		Ice for Homeschool Event				\$ 9.98					\$ 9.98
8/7/2011		Groceries for Homeschool Event				\$ 40.12					\$ 40.12
7/30/2012		Art supplies - volunteers' kids						\$ 1.57			\$ 1.57
7/28/2011		Art supplies - volunteers' kids						\$ 10.55			\$ 10.55
PreviousUnpaid+Nov-Jan		Mileage (itemized on separate report)			\$ 828.14						\$ 828.14
			\$ -	\$ -	\$ 828.14	\$256.03	\$ -	\$ 40.48	\$ -	\$343.48	
											\$1,457.58
Prepared by:											Date:
APPROVED:											Date:

*Attach all receipts
**Attach Auto Mileage Reimbursement Report
***Rental Car ONLY. Submit mileage for use of personal vehicles.

Bachmann for President c/o 610 South Boulevard Tampa, FL 33606 PH: 813-254-		Bank of Tampa Tampa, FL 33602 813-888/631 004	1812
PAY **** ONE THOUSAND FOUR HUNDRED SIXTY EIGHT & 13/100 DOLLARS		DATE 01/17/12	AMOUNT \$ **1468.13
TO THE ORDER OF Barb Hekl Johnston, IA 50131		AUTHORIZED SIGNATURE 	

Transit - - \$1,468.13 - - 1/26/2012

0883605893 MICR LINE	BOFD Community State Bank Johnston 2012-01-26 DEN	DEPOSIT SLIP DEPOSIT TO THE ORDER OF 
-------------------------	---	---

Transit - - \$1,468.13 - - 1/26/2012

EXHIBIT 55

From: IAPolitics <[REDACTED]@aol.com>

To: ewoolson <[REDACTED]@theconceptworks.com>; Niche4rich <[REDACTED]@aol.com>; Zaun,Brad <[REDACTED]@rrrealty.com>; lowagrassroots <[REDACTED]@gmail.com>; CEHandzlik <[REDACTED]@hotmail.com>; Drew <[REDACTED]@bachmannhq.com>; drewrklein <[REDACTED]@gmail.com>; guyshort <[REDACTED]@aol.com>; kent <[REDACTED]@kentsorenson.com>; pixilating_99 <[REDACTED]@yahoo.com>; statmann1 <[REDACTED]@netzero.net>; contactamerica1 <[REDACTED]@msn.com>; tony <[REDACTED]@tonyeastman.com>; wes <[REDACTED]@wasenos.com>

Subject: Re: URGENT: We need to do more on the book events turn out

Date: Fri, Nov 25, 2011 11:07 pm

I have at least 40 or 50 people in Waterloo . Six people left as they didn't want to wait for a long time anymore and they were pretty upset . MB came down from the bus at about 4:45 PM as she was on the radio with Steve Deace according to Craig. In Dubuque there were less than 20 people with about 10 protesters outside the event. I called about 70 people in 4 of my areas earlier today for today and tomorrow's book signing.

thanks,

Emma

In a message dated 11/25/2011 3:54:45 P.M. Central Standard Time, [REDACTED]@theconceptworks.com writes:

All -- the Mason city event was a disaster. Please get in touch with anyone you know who might turn out for the following events and remind them about the events. It'd be great if they buy books but, remember, not everyone does or not everyone goes to these events thinking they're going to buy. WE NEED BODIES AT THESE EVENTS TODAY AND TOMORROW!

TODAY

4:00 pm -- Waterloo, IA

Store Signing atFamily Christian Store

2019 Crossroads Blvd

Waterloo, IA 50702

8:00 pm -- Dubuque, IA

Store Signing atRiver Lights Bookstore

1098 Main Street

Dubuque, IA 52001

SATURDAY, NOVEMBER26th

9:00 am -- Davenport, IA

Store Signing withpop up store

RadissonHotel

111 East Second Street

Davenport, IA 52801

PW_0186

13-1274_0327

1:00 pm – Cedar Rapids, IA

Store Signing at B&N

333 Collins Road NE

Bldg 1

Cedar Rapids, IA 52402

6:00 pm – Des Moines, IA

Store Signing at Family Christian Store

Village At Jordan Creek

7105 Mills Civic Pkwy Ste 160

West Des Moines, IA 50266

SUNDAY, NOVEMBER 27th

12:00 pm – Sioux City, IA

Store Signing at B&N

4400 Sergeant Road

Sioux City, IA 51106

4:00 pm – Council Bluffs, IA

Store Signing with pop up store

Holiday Inn

2202 River Road

Council Bluffs, IA 51501

Eric Woolson

President/CEO

The Concept Works, Inc.

1001 Office Park Road, Suite 119

West Des Moines, IA 50265

(515) 226-██████

██████████ (cell)

PW_0187

13-1274_0328

(800) 631-6079 (fax)

██████████@theconceptworks.com

www.theconceptworks.com

PW_0188

13-1274_0329

EXHIBIT 56

From: R. Rebecca Donatelli <[REDACTED]@campaignsolutions.com>

To: GuyShort <[REDACTED]@aol.com>

Cc: ewoolson <[REDACTED]@theconceptworks.com>; Niche4rich <[REDACTED]@aol.com>; Zaun,Brad <[REDACTED]@rrrealty.com>; lowagrassroots <[REDACTED]@gmail.com>; CEHandzlik <[REDACTED]@hotmail.com>; Drew <[REDACTED]@bachmannhq.com>; drewrklein <[REDACTED]@gmail.com>; iapolitics <[REDACTED]@aol.com>; kent <[REDACTED]@kentsorenson.com>; pixilating_99 <[REDACTED]@yahoo.com>; statmann1 <[REDACTED]@netzero.net>; contactamerica1 <[REDACTED]@msn.com>; tony <[REDACTED]@tonyeastman.com>; wes <[REDACTED]@wesenos.com>; James Barnes <[REDACTED]@campaignsolutions.com>; Missy Gibbons <[REDACTED]@campaignsolutions.com>; Whitney Clark <[REDACTED]@campaignsolutions.com>

Subject: Re: URGENT: We need to do more on the book events turn out

Date: Fri, Nov 25, 2011 10:23 pm

FYI this did go out about 7pm tonight

Sent from my iPhone

On Nov 25, 2011, at 5:57 PM, [REDACTED]@aol.com" <[REDACTED]@aol.com> wrote:

THANKS BECK!!!

In a message dated 11/25/2011 3:54:49 P.M. Mountain Standard Time, [REDACTED]@campaignsolutions.com writes:

I am having this sent to the entire Iowa list.

Sent from my iPhone

On Nov 25, 2011, at 5:07 PM, [REDACTED]@aol.com" <[REDACTED]@aol.com> wrote:

Becki,

Can we push people to these events through IA emails? Maybe simply forward the advisory to the targeted area? Or because of time and manpower over the holiday weekend we simply forward the media advisory to the entire IA email list with the Subject: Come meet Michele Bachmann this weekend.

Thoughts?

In a message dated 11/25/2011 2:54:45 P.M. Mountain Standard Time, [REDACTED]@theconceptworks.com writes:

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TODAY

4:00 pm – Waterloo, IA

Store Signing at Family Christian Store

2019 Crossroads Blvd

Waterloo, IA 50702

PW_0183

13-1274_0331

8:00 pm – Dubuque, IA
Store Signing at River Lights Bookstore
1098 Main Street
Dubuque, IA 52001

SATURDAY, NOVEMBER 26th

9:00 am – Davenport, IA
Store Signing with pop up store
Radisson Hotel
111 East Second Street
Davenport, IA 52801

1:00 pm – Cedar Rapids, IA
Store Signing at B&N
333 Collins Road NE
Bldg 1
Cedar Rapids, IA 52402

6:00 pm – Des Moines, IA
Store Signing at Family Christian Store
Village At Jordan Creek
7105 Mills Civic Pkwy Ste 160
West Des Moines, IA 50266

SUNDAY, NOVEMBER 27th

12:00 pm – Sioux City, IA
Store Signing at B&N
4400 Sergeant Road
Sioux City, IA 51106

4:00 pm – Council Bluffs, IA

Store Signing with pop up store

Holiday Inn

2202 River Road

Council Bluffs, IA 51501

--

Eric Woolson

President/CEO

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West Des Moines, IA 50265

(515) 226-██████

██████████ (cell)

(800) 631-6079 (fax)

██████████@theconceptworks.com

www.theconceptworks.com

EXHIBIT 57

From: Liao, Tiffany </O=CORPORATEMAIL/OU=AG1-OLDT-PENGUIN/CN=RECIPIENTS/CN=ULIAOTI>
Sent: Wednesday, September 28, 2011 10:49 AM
To: McLean, Allison <[REDACTED]@us.penguingroup.com>; Burke, Jacquelynn <[REDACTED]@us.penguingroup.com>
Subject: Bachmann Planning Call Notes - 9/27

Notes from call with Keith and Alice - 9/27

* Keith will send contact info for Danielle Hagan (sp?) the Team MB web person

- **Preorder campaign - Shooting for e-mail blast for next Wed. 10/5**
 - Team MB will do blast to core fans giving them jacket to share and pre-order link
 - Amazon, BN need to be updated by Mon. 10/3
 - Lots of fundraising e-mails going around now - Keith wants to give free book to anyone who donates to the campaign.
 - **Bookplates:** MB hasn't signed any - ASM asking Team MB if she can sign and send back to us by Tues. 10/4
 - Keith will come back w/ plan for "low hanging fruit" and target them in chunks (by state?)
- **Book Tour**
 - They don't want to work with Premiere - discussing staffing buses with their people (will travel from state to state).
 - Keith will provide dream tour for Black Weekend. Need to determine when caucuses are - might move to Jan. 3
 - **Thanksgiving Week (Sunday, 11/20 - Sunday, 11/27)**
 - MB will fly in from IA -> NY on Sunday 11/20 and take day off - do NY Media on Mon - Wed.
 - Fly out Wed. 11/23 night for MN on Thanksgiving day
 - **Black Weekend - 4 events daily on Fri / Sat / Sun (Shooting for bus only, no planes)**
 - **Friday, 11/24 throughout northern IA (Takes 2.5 hrs from Minn. to Waterloo, IA) - IA not a priority for Team MB**
 - **Proposed cities from Team MB:**
 - Waterloo (at Sullivan Museum), Mason City, Fort Dodge, Sioux City ("v. important to us"), Council Bluffs, Omaha, Des Moines, Marshalltown ("v. wealthy town"), Ames, Cedar Rapids, Iowa City
 - **Keith does NOT want to do Minn. / Twin cities events ("She'll get glittered") - no interest in Mall of America for Black Friday**
 - **Just a day and a half for NH - not a priority**
 - **SC is a priority for MB - planned for second weekend in early Dec. (Friday off in SC).**
 - Proposed cities from Team MB: Greenville, Spartanburg, Charlotte, Myrtle Beach, Florence, Charleston, Hilton Head, Columbia, Augusta - "we'll have 1,000 people in line to see her"
 - "If we win IA and win SC, we'll win the whole thing"
 - **Radio:** Team MB wants to be in the lead for IA radio and media. They'll collaborate on SC radio ("you can take the lead"). Will vary state by state.
 - **Ministry Outreach -** Keith will provide us w/ list of megachurches
 - **NBC Package:**
 - CNBC Nov. 9 debate in MI, debate in FL Nov. 6
 - **Jimmy Fallon:** Team MB gunning for this interview - possibly w/ MB's daughter
 - **Morning Shows:** Fox and Friends, Today Show and third morning is open for Maria or...
 - **Christian TV / CBN Shows:** Praise the Lord / 700 Club, etc
 - **Taped segment options:**
 - House in MN

Pen_0005039

13-1274_0335

- Waterloo (she'll be there sometime between Vet. Day 11/11 and 11/19).
 - Possibly for Greta?
- **Brian Williams** – will get primetime if it airs on Monday, will go to Hannity if it airs on Tuesday.
- Stewart / Colbert / Piers are completely out
- **View vs Today Show Fourth Hour**: Walters promised to be there – seem to be leaning towards Fourth Hour
- **MSNBC**: Want Squawk Box or Morning Joe
- **CNBC**: Want Maria – angle about MB's doctorate and tax law experience
- **Serial**: WaPo is in "timeout" – want to go to LA Times for serial + first print interview

Tiffany Liao

Portfolio, Sentinel & Current | Penguin Group (USA)

Tel: 212-366-██████

375 Hudson Street | New York | NY | 10014

██████@us.penguingroup.com

EXHIBIT 58

From: Eric Woolson <[REDACTED]@theconceptworks.com>
To: niche4rich <[REDACTED]@aol.com>
Cc: wes <[REDACTED]@wesenos.com>; tony <[REDACTED]@tonyeastman.com>; sorensoniowa <[REDACTED]@gmail.com>
Subject: Re: Saturday event - Family Christian Bookstore - WDM
Date: Fri, Nov 25, 2011 2:47 pm

Handing out literature and signing up people.

On Fri, Nov 25, 2011 at 11:21 AM, <[REDACTED]@aol.com> wrote:
What kind of help will you be needing at this event?

Maddie Archer, a homeschooled teen, will be starting an internship with us on Monday. If we can put her to work at the Saturday event, that would be great.

Thanks.
Barb

--
Eric Woolson
President/CEO
The Concept Works, Inc.
1001 Office Park Road, Suite 119
West Des Moines, IA 50265
(515) 226-[REDACTED]
[REDACTED] (cell)
(800) 631-6079 (fax)
[REDACTED]@theconceptworks.com
www.theconceptworks.com

PW_0173

13-1274_0338

EXHIBIT 59

From: Wes Enos <[REDACTED]@wasenos.com>

To: Eric Woolson <ewoolson@theconceptworks.com>; Niche4rich <[REDACTED]@aol.com>; Drew Klein <[REDACTED]@gmail.com>; Drew Klein <[REDACTED]@BachmannHQ.com>

Subject: Strategy for book signings?

Date: Sat, Nov 26, 2011 2:59 pm

We probably need to discuss a strategy to cover signup sheets and lit at the next 3 book signings.

I know that Barb is going to the signing in West Des Moines tonight, but in Sioux City and Council Bluffs we don't have any field staff specifically for the area, so someone needs to take care of these signings.

Drew and Peter, are you guys going up to Sioux City for the meeting with Cary Gordon? If so, can one of you cover the book signing up there?

If Drew and Peter can cover Sioux City, I'll drive over and cover Council Bluffs tomorrow night.

Would this plan work for everyone?

Let me know so we can sleep tonight without worrying about who is going to cover what.

Wes

PW_0189

13-1274_0340

EXHIBIT 60

From: Eric Woolson <[REDACTED]@theconceptworks.com>

To: drew <[REDACTED]@bachmannhq.com>

Cc: Heki Barb <[REDACTED]@aol.com>; Wes Enos <[REDACTED]@wesenos.com>; Drew Klein <[REDACTED]@gmail.com>

Subject: Re: Strategy for book signings?

Date: Sun, Nov 27, 2011 7:03 am

Correct. Alex has new sheets and will be helping with signup.

On Saturday, November 26, 2011, <[REDACTED]@bachmannhq.com> wrote:

> Let me clarify: Michele will be in Pastor Gordon's church tomorrow morning which is why Wes thought Peter or I might be up there. I looks like Alex will be in Sioux City so he should be able to help with sign-ups.

> Sent from my U.S. Cellular BlackBerry® smartphone

>

> From: [REDACTED]@aol.com" <[REDACTED]@aol.com>

> Date: Sat, 26 Nov 2011 23:48:58 -0500

> To: Drew Klein<[REDACTED]@bachmannhq.com>; wes Personal<[REDACTED]@wesenos.com>;

[REDACTED]@theconceptworks.com<[REDACTED]@theconceptworks.com>; [REDACTED]@gmail.com<[REDACTED]@gmail.com>

> Subject: Re: Strategy for book signings?

> Isn't Sioux City a Barnes and Noble store? Don't we need sign-up sheets and lit distribution? I don't see how Pastor Gordon would care what we do at a B&N store.

>

> Those sheets really help get good info. Tonight, there were more than a dozen homeschool families there, and most of them were new families that I wouldn't have known about had we not done the sign-up sheets.

>

> Michele motioned to me in the middle of the book signing to ask if we were doing signup sheets. (She didn't see them because our intern had already started at the head of the line before Michele got there and by then was at the end of the line, signing up new people as they arrived. But Michele definitely was asking if we were getting people signed up.)

>

> If Tara is doing this alone, I need to send her the new sign-up sheets. Wish I'd known earlier; I was with her this evening. Let me know.

>

> Thanks.

> Barb

>

> Barb

>

>

>

>

> -----Original Message-----

> From: drew <[REDACTED]@bachmannhq.com>

> To: Wes Enos <[REDACTED]@wesenos.com>; Heki Barb <[REDACTED]@aol.com>; ewoolson

<[REDACTED]@theconceptworks.com>; Drew Klein <[REDACTED]@gmail.com>

> Sent: Sat, Nov 26, 2011 7:58 pm

> Subject: Re: Strategy for book signings?

>

> With Cary complaining about the entourage, we had planned on skipping that stop. She should attend with just her and Tera if possible.

> Sent from my U.S. Cellular BlackBerry® smartphone

>

> From: Wes Enos <[REDACTED]@wesenos.com>

> Date: Sat, 26 Nov 2011 16:09:36 -0500

> To: [REDACTED]@aol.com<[REDACTED]@aol.com>; [REDACTED]@theconceptworks.com<[REDACTED]@theconceptworks.com>;

[REDACTED]@gmail.com<[REDACTED]@gmail.com>; Drew Klein<[REDACTED]@bachmannhq.com>

> ReplyTo: wes Personal <[REDACTED]@wesenos.com>

> Subject: Re: Strategy for book signings?

> I'm fine with that. But we do need to discuss Sioux City, Drew are you and Peter going up there? Please advise.

> Sent from my Verizon Wireless BlackBerry

>

PW_0198

13-1274_0342

> From: [REDACTED]@aol.com
> Date: Sat, 26 Nov 2011 16:03:26 -0500 (EST)
> To: [REDACTED]@wesenos.com>; <[REDACTED]@theconceptworks.com>; <[REDACTED]@gmail.com>;
<[REDACTED]@BachmannHQ.com>
> Subject: Re: Strategy for book signings?
> I talked to Eric yesterday, and Rich and I are going to Council Bluffs tomorrow for that signing, so that's covered, unless
you want to add more people.
>
> Barb
>
>
> <

-
Eric Woolson
President/CEO
The Concept Works, Inc.
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