



Michigan Department of State Campaign Finance Complaint Form

BUREAU OF ELECTIONS • RICHARD H. AUSTIN BUILDING – 1st Floor
430 W. ALLEGAN STREET • LANSING, MICHIGAN 48918

This complaint form may be used to file a complaint alleging that someone violated the [Michigan Campaign Finance Act](#) (MCFA). For instructions on how to complete this form, see the Campaign Finance [Complaint Guidebook & Procedures](#) document. All spaces are required unless otherwise indicated.

Section 1. Complainant

Your Name		Daytime Telephone Number
Mailing Address		
City	State	Zip
Email (optional)		

Section 2. Alleged Violator

Name		
Mailing Address		
City	State	Zip
Email (optional)		

Section 3. Allegations (Use additional sheets if more space is needed.)

Section(s) of the MCFA alleged to be violated: _____

Explain how those sections were violated:

Evidence included with the submission of the complaint that supports the allegations:

Section 4. Certification (Required)

I certify that to the best of my knowledge, information, and belief, formed after a reasonable inquiry under the circumstances, each factual contention of this complaint is supported by evidence.

X

Signature of Complainant

Date

Section 5. Certification without Evidence (Supplemental to Section 4)

If, after a reasonable inquiry under the circumstances, you are unable to certify that certain factual contentions are supported by evidence as indicated above, you may make the following certification:

I certify that to the best of my knowledge, information, or belief, there are grounds to conclude that the following specifically identified factual contentions are likely to be supported by evidence after a reasonable opportunity for further inquiry. Those specific contentions are:

X

Signature of Complainant

Date

Section 15(8) of the MCFA provides that a person who files a complaint with a false certification is responsible for a civil violation of the MCFA. The person may be required to pay a civil fine of up to \$1,000.00 and some, or all, of the expenses incurred by the Michigan Department of State and the alleged violator as a direct result of the filing of the complaint.

Section 6. Submission

Once completed, mail or hand deliver the complaint form with your evidence to the address below. The complaint is considered filed upon receipt by the Bureau of Elections.

Michigan Department of State
Bureau of Elections
Richard H. Austin Building – 1st Floor
430 West Allegan Street
Lansing, Michigan 48918

Michigan Department of State Campaign Finance Complaint Form Attachments to Complaint filed by Dustin Wefel

Section 2. Alleged Violator

There are two alleged violators. The first is Groundgame Political Solutions, LLC, 217 E. Capitol Ave., Jefferson City, MO 65101. The second is Protect MI Vote, PO Box 545, Royal Oak, MI 48067.

Section 3. Allegations

Groundgame Political Solutions (“Groundgame”) and Protect MI Vote violated the MCFA by failing to report expenditures on services from Wefel, and others like him. The section of the MCFA alleged to be violated is MCL 169.243, which requires ballot-question committees to report expenditures made by those working for them. Groundgame is a political consultant working for Protect MI Vote, a ballot committee opposing the Secure MI Vote ballot petition. Groundgame entered into contracts paying Wefel and others like him in support of those efforts. Yet Groundgame did not provide, and Protect MI Vote did not report those expenditures. Accordingly, Groundgame and Protect MI Vote have violated the MCFA.

Background

Secure MI Vote Initiative Petition

On September 23, 2021, the Board of Canvassers approved a petition summary for the Secure MI Vote ballot-question committee’s initiation of legislation proposing various election reforms as amendments to the Michigan Election Law. The form of petition was approved by the Board of Canvassers on September 27, 2021 with a second form approved on February 11, 2022 in response to a Michigan Supreme Court order.

The Agreement

On November 24, 2021, Dustin Wefel and his company, DRW Campaigns, Inc. (collectively “Wefel”) entered into a Professional Services Agreement (the “Agreement”) with Groundgame.¹ The purported purpose of the Agreement was to “help further [Groundgame’s] business interests in Michigan, including but not limited to consulting on any potential campaigns or ballot measures for the November 6, 2022 election that relate to election reforms.”² The specific scope of work under the Agreement included:

1. Transmitting to Groundgame information concerning any actual or potential effort or campaign to qualify for the ballot through the collection of petition signatures in Michigan

¹ Professional Services Contract (attached as Attachment 1).

² *Id.* at Recitals, paragraph 3.

an initiative, proposition, or referendum measure relating to any measures regarding election reforms, including any of the election reform bills that have been introduced by the Michigan Legislature during the 2021 legislative session or to modify or change the intent, effect, or language contained in Proposal 3 of 2018.

2. Providing Groundgame with ground intelligence including best cities to circulate in, times of day to circulate, as well as best types of high traffic locations to circulate in.
3. Providing insight and be available to conduct voter education for an amount to be negotiated and determined with any issue related to election reforms in Michigan.³

The term of the Agreement extended through July 1, 2022.⁴ Groundgame paid Wefel a lump sum of \$50,000 for Wefel's "services."⁵ In addition, the Agreement included a covenant-not-to-compete provision that, among other things, purported to specifically prohibit Wefel from "either directly or as the subcontractor of any other entity, consulting on, working on, or providing services whatsoever relating to the election reforms, including but not limited to gathering initiative, referendum, or any other type of petition signatures on any local, statutory, or constitutional issue in the State of Michigan." The provision also required Wefel to notify Groundgame "immediately upon hearing about or being approached by any entity regarding any other election reforms-related project or other efforts to affect election reforms policy in the State of Michigan during the term of this Agreement, provided that such notification is consistent with applicable law."⁶

The Agreement also contained a liquidated-damages provision that purported to require Wefel to pay 4 times the contract price (\$200,000) to Groundgame if Wefel breaches the Agreement.⁷ Finally, the Agreement contained a confidentiality provision whereby Wefel could not "disclose the existence or terms of this Agreement to any third party" with some exceptions and could not "disclose any non-publicly available information, documents, data, or communications, whether oral or written, that relate in any way to this Agreement or to any potential local or statewide ballot measure for which [Wefel] may provide services to [Groundgame] under the terms of this Agreement, or that is related in any way to non-publicly available information or materials, whether written or oral, provided by [Groundgame] to [Wefel]" or any of Wefel's agents.⁸

In an addendum to the Agreement, Wefel provided Groundgame with self-evident "ground intelligence." Other than that, since November 24, 2021, Wefel has not shared any information with Groundgame or otherwise provided any services to Groundgame. Also, Groundgame has not shared any business information with Wefel.

Ballot-question committees opposing Secure MI Vote

³ *Id.* at Paragraph 2.

⁴ *Id.* at Paragraph 1.

⁵ Professional Services Contract at Paragraph 4.

⁶ *Id.* at Paragraph 5.

⁷ *Id.* at Paragraph 12(b).

⁸ *Id.* at Paragraph 15.

On May 28, 2021, a ballot-question committee named “Protect MI Vote” was formed.⁹ The purpose of Protect MI Vote is to oppose the Secure MI Vote Initiative Petition effort.¹⁰

A search on the date this complaint was filed confirmed that Groundgame is not a registered ballot-question committee. Rather, a search of expenditures on the Bureau of Elections website indicates that Groundgame is a political consultant for Protect MI Vote, which has made the following payments to Groundgame:

Committee Making Expenditure Committee ID-Type	Sched Type	Payee Name Address City, State Zip Exp Type-Purpose	Exp Date	Exp Amt or Value
PROTECT MI VOTE 520069-BAL	DIRECT	GROUNDGAME POLITICAL SOLUTIONS 217 E CAPITOL AVE JEFFERSON CITY, MO 65101-0000 CN-CONSULTING	06/09/21	\$300,000.00
PROTECT MI VOTE 520069-BAL	DIRECT	GROUNDGAME POLITICAL SOLUTIONS 217 E CAPITOL AVE JEFFERSON CITY, MO 65101-0000 CN-CONSULTING	11/23/21	\$56,000.00
PROTECT MI VOTE 520069-BAL	DIRECT	GROUNDGAME POLITICAL SOLUTIONS 217 E CAPITOL AVE JEFFERSON CITY, MO 65101-0000 CN-CONSULTING	06/14/21	\$25,000.00
PROTECT MI VOTE 520069-BAL	DIRECT	GROUNDGAME POLITICAL SOLUTIONS 217 E CAPITOL AVE JEFFERSON CITY, MO 65101-0000 CN-CONSULTING	12/08/21	\$10,000.00

The purpose listed for each of these expenditures is “consulting.”¹¹ The amounts that Protect MI Vote paid to Groundgame are not further itemized.

Groundgame’s actions after perceived breach

In February of 2022, Groundgame claims to have become aware of Wefel or one of Wefel’s agents providing signature-gathering services in violation of the Agreement.¹² One of Groundgame’s agents accused Wefel of gathering signatures for the Secure MI Vote Initiative Petition, and further alleged that Wefel should know that such conduct was prohibited by the Agreement, i.e., he should know how the system works.¹³ Apparently, it was discovered that a Secure MI Vote petition appeared among petitions that Wefel submitted for other initiatives. The particular circulator for that petition, however, mistakenly included the petition among other petitions for initiatives with which the circulator was working with Wefel. In fact, Wefel had not engaged in the Secure MI Vote Initiative Petition. Regardless, just that one alleged engagement

⁹ See <https://cfrsearch.nictusa.com/committees/520069>.

¹⁰ See Decline to Sign the Secure MI Vote Petition, Paid for by the Michigan Democratic State Central Committee (attached as Attachment 2) (“Protect MI Vote is a ballot committee opposing the Secure MI Vote petition.”).

¹¹ See <https://cfrsearch.nictusa.com/documents/513436/details/filing/expenditures?schedule=1B&changes=0>; see also <https://cfrsearch.nictusa.com/documents/519797/details/filing/expenditures?schedule=1B&changes=0>.

¹² See Correspondence from Josh Grabel dated February 14, 2022 (attached as Attachment 3).

¹³ See text chain between Wefel and Groundgame’s agent (attached as Attachment 4).

with the Secure MI Vote Initiative Petition caused Groundgame to unleash its agents and law firm against Wefel under the Agreement. Further, this situation was the first interaction between Wefel and Groundgame since the Agreement was entered into.

Other circulator agreements

Upon information and belief, Protect MI Vote has, through Groundgame or potentially other entities, entered into agreements similar to the Wefel Agreement with other circulators. Of course, the structure of these agreements—which include likely unenforceable confidentiality, covenant-not-to-compete, and liquidated-damages provisions—are meant to hide the activity from the Bureau of Elections and the public. But the actions of circulators on the ground in Michigan that are working on all other ballot questions except the Secure MI Vote Initiative Petition indicate the strong likelihood that Protect MI Vote has attempted to implement this scheme on a wide scale involving many other circulators.

Legal Analysis

Under the Michigan Campaign Finance Act (“MCFA”), an “expenditure” means “a payment, donation, loan, or promise of payment of money or anything of ascertainable monetary value for goods, materials, services, or facilities in assistance of, or in opposition to, the nomination or election of a candidate, the qualification, passage, or defeat of a ballot question, or the qualification of a new political party” and includes “[a] contribution or a transfer of anything of ascertainable monetary value for purposes of influencing the nomination or election of a candidate, the qualification, passage, or defeat of a ballot question, or the qualification of a new political party.”¹⁴

When an agent or independent contractor of a committee makes expenditures on behalf of that committee, Section 43 of the MCFA requires the committee to report the expenditures as if the expenditures were made directly by the committee.¹⁵ And the agent or independent contractor must “make known to the committee all information required to be reported by the committee.”¹⁶ Failure to comply with this reporting requirement is a criminal offense: “A person who knowingly is in violation of this subsection is guilty of a misdemeanor and shall be punished by a fine of not more than \$1,000.00, or imprisoned for not more than 90 days, or both, and if the person is other than an individual the person shall be fined not more than \$10,000.00.”¹⁷

The Bureau of Elections has provided guidance on how ballot-question committees must report expenditures made by agents and independent contractors (“IC Guidance”).¹⁸ Under the IC Guidance, in addition to the committee reporting the total amounts paid to an agent or independent contractor, “any expenditure made by an agent or independent contractor on behalf of a committee must be disclosed with the campaign statement that covers the reporting period in which the

¹⁴ MCL 169.206(1).

¹⁵ MCL 169.243. There is an exception to this requirement when the agent or independent contractor files a report of an independent expenditure.

¹⁶ *Id.*

¹⁷ *Id.*

¹⁸ See Appendix L, Independent Contractors,

<https://mertsplus.com/mertsuserguide/index.php?n=MANUALS.AppendixL>.

expenditure was made if . . . the expenditure was made to a subcontractor supplying services to the agent or independent contractor.”¹⁹ “To enable committees to meet this disclosure requirement, the Campaign Finance Act, MCL 169.243, requires agents and independent contractors working for a committee to provide the committee with a list of the expenditures made on the committee’s behalf.”²⁰ “The list of expenditures provided by an agent or independent contractor must include the following:

- the name and address of each individual or business that received more than \$50.00 through a single expenditure or through a series of expenditures made by the agent or independent contractor during the campaign statement reporting period;
- the purpose and amount of each expenditure; and
- the date each expenditure was made.”²¹

The Bureau of Elections’ Campaign Statement Form for ballot-question committees requires this reporting to be made on Schedule 4B, Itemized Direct Expenditures.²² Specifically, Schedule 4B requires a committee to report additional detail regarding an expenditure made to an agent or independent contractor through the “memo itemization” function. This function allows a committee to include the required information—such as the vendor’s name, purpose, date, and amount—for each expenditure that the agent or independent contractor makes on behalf of the committee using the funds that the agent or independent contractor received from the committee.²³

Here, the services provided by Wefel under the Agreement with Groundgame are expenditures under the MCFA. As explained above, the services that Wefel was to provide under the Agreement “would help further [Groundgame’s] business interests in Michigan, including but not limited to consulting on any potential campaigns or ballot measures for the November 6, 2022 election that relate to election reforms.” And, specifically, Wefel was to transmit to Groundgame information concerning any actual or potential effort or campaign to qualify for the ballot through the collection of petition signatures in Michigan an initiative, proposition, or referendum measure relating to any measures regarding election reforms and also provide Groundgame with ground intelligence including best cities to circulate in, times of day to circulate, as well as best types of high traffic locations to circulate in.

These services along with the Agreement’s prohibition against Wefel working on the Secure MI Vote Initiative Petition unquestionably influence the qualification, passage, or defeat of a ballot question, under Section 6(1) of the MCFA. Groundgame itself has treated them as such based on its actions. Wefel and Groundgame had no interactions under the Agreement until Groundgame believed that Wefel was engaging with the Secure MI Vote Initiative Petition. Indeed, the combination of the Agreement’s structure and Groundgame’s actions demonstrate that the Agreement’s primary purpose was to implement a scheme to secretly buy out circulators in Michigan so that it will be more difficult for Secure MI Vote to obtain enough signatures by June 1, thus directly influencing the qualification of the Secure MI Vote Initiative Petition. Accordingly,

¹⁹ *Id.*

²⁰ *Id.*

²¹ *Id.*

²² Itemized Direct Expenditures, Schedule 4B, Ballot Question Committee (attached as Attachment 5).

²³ *Id.*

the \$50,000 that Groundgame paid to Wefel in November of 2021 was an expenditure under the MCFA.

As an expenditure, the \$50,000 paid to Wefel was required to be reported. Based on searches of the Bureau of Elections' website, Groundgame has not registered as a ballot-question committee, has not made an in-kind expenditure or in-kind contribution in behalf of a ballot-question committee, and has not filed a report of an independent expenditure. Of course, if Groundgame used its own funds to make independent or in-kind expenditures, it would need to separately form as a ballot-question committee. But Protect MI Vote's campaign statements demonstrate that Groundgame is not acting independently but rather as a political consultant for Protect MI Vote. Protect MI Vote has paid Groundgame almost \$400,000 for "consulting", including a payment of \$56,000 on the day that Groundgame entered into the Agreement with Wefel to provide \$50,000 in services to Protect MI Vote through Groundgame. Therefore, Section 43 of the MCFA required Groundgame to provide Protect MI Vote with all required information related to the payment to Wefel. And Protect MI Vote was then required to itemize the expenditure made to Groundgame to include the payment to Wefel on the campaign statement covering the period the expenditure was made, which was the annual campaign statement due on January 31, 2022. The structure of the Agreement and the actions by Groundgame on behalf of Protect MI Vote demonstrate a knowing violation of Section 43.

Considering the potential criminal liability associated with Protect MI Vote's failure to report the payment to Wefel, Wefel is withdrawing from and reporting this scheme to avoid any allegation that Wefel has engaged in a conspiracy under MCL 750.157a or that Wefel is "aiding and abetting" the crime.

Conclusion

Protect MI Vote's scheme to pay off circulators not to engage in the Secure MI Vote Initiative Petition is deplorable on its face and has no place in Michigan elections. But its attempt to hide the scheme from the Bureau of Elections and the public through payments to independent contractors such as Groundgame blatantly violates Section 43 of the MCFA, which is specifically intended to prohibit committees from hiding expenditures through independent contractors. In addition, it is highly likely that a reasonable opportunity for further inquiry will uncover that Protect MI Vote's practice is widespread, and it has entered into similar agreements with many other circulators in an effort to influence the qualification of the Secure MI Vote Initiative Petition.

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PROFESSIONAL SERVICES CONTRACT

This Agreement ("Agreement") is effective this 11/24/2021 (Date) (the "Effective Date") between Dustin wefl/ DRW Campaigns, INC. ("CONTRACTOR") and GROUNDGAME POLITICAL SOLUTIONS, LLC ("GROUNDGAME"). CONTRACTOR and GROUNDGAME are collectively referred to as the "Parties."

RECITALS

1. CONTRACTOR is a Dustin wefl S-Corp (State) (business type) in the business of collecting petition signatures.
2. GROUNDGAME is a Delaware limited liability company in the business of providing general consulting services and working on state and local ballot measures nationwide.
3. The Parties desire to enter into this Agreement so that GROUNDGAME can retain and have available CONTRACTOR to help further GROUNDGAME's business interests in Michigan, including but not limited to consulting on any potential campaigns or ballot measures for the November 6, 2022 election that relate to election reforms.

AGREEMENT

IN CONSIDERATION of the mutual promises contained in this Agreement, the Parties agree, covenant, and warrant as follows:

1. **Terms of Service.** This Agreement will begin on the Effective Date and terminate on July 1, 2022 (the "Termination Date").
2. **Scope of Work provided by CONTRACTOR.** The Parties have agreed to the following services requested by GROUNDGAME to be performed by CONTRACTOR.
 - a. CONTRACTOR agrees to transmit to GROUNDGAME any and all public or non-public information, derived from any source, concerning any actual or potential effort or campaign to qualify for the ballot through the collection of petition signatures in Michigan an initiative, proposition, or referendum measure relating to any measures regarding election reforms, including but not limited to any statutory or constitutional initiative that in part or in whole seeks to enact any of the election reform bills that have been introduced by the Michigan Legislature during the 2021 legislative session or to modify or change the intent, effect, or language contained in Proposal 3 of 2018 (individually, a "Petition Campaign" and collectively, the "Petition Campaigns").
 - b. In Addendum A, CONTRACTOR will provide ground intelligence including best cities to circulate in, times of day to circulate, as well as best types of high traffic locations to circulate in.

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- c. CONTRACTOR will be retained to provide insight and be available to conduct voter education for an amount to be negotiated and determined with any issue related to election reforms in Michigan.
- d. It is the intention of the Parties to this Agreement that the services rendered and the payments made hereunder are not in any way contingent upon the defeat or enactment of any initiative, referendum, legislative, regulatory or administrative proposal.
- e. CONTRACTOR is an independent contractor and is responsible to provide the services described herein. CONTRACTOR further agrees to provide such services on an exclusive basis such that CONTRACTOR and its owners, managers, officers, and affiliates shall not perform services for any other client or campaign to gather signatures, perform research or other work in Michigan on an initiative, proposition, or referendum measure to election reforms. Nothing in this Agreement shall be construed to create any partnership, joint venture, or agency relationship of any kind between the Parties. CONTRACTOR's directors, officers, employees, agents, and other representatives shall have no authority to enter into any agreements or contracts on behalf of GROUNDGAME, or to bind GROUNDGAME in any way, and they shall not represent, either explicitly or implicitly, that they possess any such authority. GROUNDGAME shall not be responsible to CONTRACTOR, its directors, officers, employees, agents, contractors or other representatives, or to any governmental authority, for the payment or withholding of federal, state, or local income, unemployment, or other employment-related taxes in connection with the performance of the services contemplated by this Agreement.
- f. GROUNDGAME is affiliated with the law firm of Husch Blackwell LLP, but under this Agreement, CONTRACTOR is not retaining or entering into an attorney-client relationship with the law firm of Husch Blackwell LLP. Absent a separate written engagement agreement between Husch Blackwell LLP and CONTRACTOR, there will be no attorney-client relationship between Husch Blackwell LLP and CONTRACTOR, and Husch Blackwell LLP shall have no duties whatsoever to CONTRACTOR.
- g. CONTRACTOR shall ensure that its conduct in providing the services described herein shall be consistent with the best standards of the industry and in compliance with applicable state and local laws. CONTRACTOR further warrants and agrees to file all other required forms, registrations, reports, and other filings, if any, and to pay all corresponding fees or other charges as may be required of CONTRACTOR, at the federal, state, and local levels, as a consequence of activities conducted by CONTRACTOR under the terms of this Agreement.
- h. CONTRACTOR shall treat and hold all information provided by GROUNDGAME and learned in the course of providing the services under this Agreement as confidential, unless such information is generally and publicly available through no action of CONTRACTOR. CONTRACTOR will not disclose such information without the express, prior written consent of GROUNDGAME.

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3. **Press Inquiries.** If CONTRACTOR is approached by the press regarding the services performed under this Agreement or Petition Campaigns, CONTRACTOR shall notify GROUNDGAME immediately and CONTRACTOR is not permitted to communicate to the press either by written or oral correspondence including the use of cellular applications 'apps'.
4. **Payment by GROUNDGAME.** GROUNDGAME agrees to compensate CONTRACTOR as follows:
 - a. GROUNDGAME agrees to pay CONTRACTOR a total contract price of **50,000.00** for its services, which shall be made in a one-time payment in the amount of **50,000.00**. In addition, GROUNDGAME reserves the right to request CONTRACTOR to help with signature collection efforts.
 - b. This payment to CONTRACTOR shall be made by wire transfer from an account with sufficient funds or by electronic transfer.
 - c. GROUNDGAME shall make payment to CONTRACTOR within seventy-two (72) hours of full execution of this Agreement.
 - d. CONTRACTOR shall fill out its banking wire information enclosed at the end of this Agreement.
5. **Covenant to Not Compete.** So that CONTRACTOR fully engages in support of GROUNDGAME's business interests that are the subject of this Agreement and does not conduct work that interferes or conflicts with those interests, CONTRACTOR agrees to the following reasonable restrictions through the Termination Date:
 - a. CONTRACTOR represents and warrants that neither it nor any of its owners, principals, officers, employees, affiliates, or agents, are currently (as of the Effective Date), either directly or as the subcontractor of any other entity, consulting on, working on, or providing services whatsoever relating to the election reforms, including but not limited to gathering initiative, referendum, or any other type of petition signatures on any local, statutory, or constitutional issue in the State of Michigan, and CONTRACTOR further agrees that if it becomes aware at any time from the Effective Date of this Agreement until the Termination Date that it or any of its owners, principals, employees, affiliates, agents or subcontractors is so engaged, that it shall immediately notify GROUNDGAME of the full extent of these activities of which it has become aware.
 - b. CONTRACTOR represents and warrants that neither it nor any of its owners, principals, officers, employees, affiliates, or agents shall, either directly or as the subcontractor of any other entity, consult on, work on, or provide any services whatsoever relating to the election reforms, including but not limited to gathering initiative, referendum or any other type of petition signatures on any local, statutory, or constitutional issue, from the Effective Date of this Agreement until the Termination Date.

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- c. CONTRACTOR will notify GROUNDGAME immediately upon hearing about or being approached by any entity regarding any other election reforms-related project or other efforts to affect election reforms policy in the State of Michigan during the term of this Agreement, provided that such notification is consistent with applicable law. CONTRACTOR shall not disclose to GROUNDGAME, or bring to GROUNDGAME's premises, or induce GROUNDGAME to receive or make use of, any confidential information that belongs to anyone other than GROUNDGAME or CONTRACTOR.
- 6. Entire Agreement.** This Agreement is a fully integrated document and supersedes all prior agreements and discussions, whether written or oral, between the Parties.
- 7. Binding Effect.** This Agreement is binding upon and shall inure to the benefit or detriment of the Parties, and their employees, heirs, successors, representatives, subsidiaries, and assigns.
- 8. Modifications and Amendments.** There shall be no amendments or modifications to this Agreement unless it is in writing and signed by the Parties.
- 9. Notice.** Any notice provided concerning this Agreement shall be in writing and be deemed sufficiently given when sent by certified or registered mail or hand-delivered to the other party at its respective address as set forth below.

To CONTRACTOR:

(address, City, State, Zip) Dustin Wefel
5020 Ford st
Swartx creek, mi 48473

To GROUNDGAME:

Attn: Meghan Cox
300 M Street, Suite 875
Washington, D.C. 20003

- 10. Construction.** The terms of this Agreement constitute the written expression of the Parties' mutual agreement and the Parties have had the opportunity to consult with counsel. This Agreement shall be construed neutrally and not for or against either party. The headings in this Agreement are inserted for convenience; the provisions of this Agreement shall control.
- 11. Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 12. Enforcement.** The Parties agree that should CONTRACTOR breach this Agreement, GROUNDGAME's sole remedies will be as follows:
- a. **Injunctive Relief.** The Parties agree that a breach of this Agreement, in particular sections 2.e-f, 4, and 14, will cause irreparable harm to GROUNDGAME because of (i) the specialized nature of CONTRACTOR's services; (ii) the confidential information that the Consultant has obtained or likely will obtain pursuant to the Agreement, the disclosure of

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which to competitors would be significantly injurious to GROUNDGAME; (iii) short time frame of this Agreement; and (iv) the infeasibility of retaining suitable replacement services for which there is no adequate remedy at law, and that such a breach entitles GROUNDGAME to injunctive relief. Such relief may be sought by GROUNDGAME against CONTRACTOR in a court of competent jurisdiction sitting in Arizona. If GROUNDGAME obtains such injunctive relief, it shall be entitled to recover its reasonable attorneys' fees and costs from the breaching person or entity.

- b. **Liquidated Damages.** If a court finds that GROUNDGAME is not entitled to a temporary restraining order or injunctive relief, and/or if CONTRACTOR materially breaches any provision of this Agreement, CONTRACTOR and GROUNDGAME agree that, for all of the reasons stated above, a fair estimate of GROUNDGAME's actual damages from a material breach by Consultant would be a sum that is four (4) times the value of the total compensation received by CONTRACTOR to engage in the services as set forth in Paragraph 2 of this Agreement. The Parties have agreed to this liquidated damages sum after negotiation and not as a penalty but as an efficient estimate and exclusive remedy for CONTRACTOR's material breach of any provision of this Agreement. The Parties agree that Client shall be entitled to such liquidated damages without proof of actual damages at the time of breach.

13. Early Termination. This Agreement may be terminated prior to December 31, 2021 for the following reasons.

- a. GROUNDGAME may terminate this Agreement prior to the Termination Date for any reason or no reason upon thirty (30) calendar days' written notice to CONTRACTOR.
- b. This Agreement may be terminated at any time by mutual consent of the Parties evidenced by a writing signed by both Parties.
- c. If GROUNDGAME fails to pay CONTRACTOR for any amounts specified in this Agreement and under the terms set out herein, CONTRACTOR shall notify GROUNDGAME in writing of its failure to pay. GROUNDGAME shall have seventy-two (72) hours from receipt of notice to make the required payment. If GROUNDGAME does not timely pay CONTRACTOR, CONTRACTOR may terminate the Agreement and stop all further services, and all amounts owed to CONTRACTOR will become immediately due and payable.
- d. The provisions of Paragraphs 2.c-f., 8, 11, 13, 14, 15, 16, and 18 shall survive any termination or expiration of this Agreement. The provisions of Paragraph 4 shall survive any termination of this Agreement until the Termination Date.

14. Disputes and Governing law. This Agreement shall be governed by and construed in accordance with the laws of the state of Arizona without giving effect to any choice or conflict of law provision or rule (whether of the state of Arizona or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Arizona. The Parties

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agree that any action or proceeding arising out of or relating to this Agreement and all claims in respect of such action or proceeding may be heard and determined in a court of competent jurisdiction sitting in the state of Arizona. Each of the parties submits to the jurisdiction of such court, and hereby waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety, or other security that might be required of any other party with respect thereto. Each party agrees that a final judgment in any action or proceeding so brought shall be conclusive and may be enforced by suit or on the judgment or in any other manner provided by law or in equity.

15. Confidentiality. CONTRACTOR agrees not to disclose the existence or terms of this Agreement to any third party, except to (i) legal counsel (as long as counsel has not been or is not currently affiliated with or working in any way with any group in connection with a potential ballot measure in the election reforms in Michigan), (ii) accounting or tax professionals, or (iii) as required by law, in which case CONTRACTOR shall notify GROUNDGAME of the potential disclosure required by law so that GROUNDGAME has an opportunity to object. Further, CONTRACTOR shall not, and none of CONTRACTOR's owners, principals, officers, employees, affiliates, or agents shall, agree to disclose any non-publicly available information, documents, data, or communications, whether oral or written, that relate in any way to this Agreement or to any potential local or statewide ballot measure for which CONTRACTOR may provide services to GROUNDGAME under the terms of this Agreement, or that is related in any way to non-publicly available information or materials, whether written or oral, provided by GROUNDGAME to CONTRACTOR or to any of CONTRACTOR's owners, principals, officers, employees, affiliates, or agents or to any business contacts of CONTRACTOR. The terms of this Paragraph 14 shall continue after the termination of this Agreement.

16. Limitation of Liability. To the fullest extent permitted by applicable law, and notwithstanding any other provision in this Agreement, the total aggregate liability of GROUNDGAME to CONTRACTOR and all of its affiliates (and their respective successors and permitted assigns) shall be limited to the amounts owed to CONTRACTOR for the services provided in accordance with this Agreement. This limitation shall apply regardless of the cause of action pled or legal theory advanced, unless otherwise prohibited by applicable law. In no event shall GROUNDGAME be liable to CONTRACTOR or any of its affiliates (or their respective successors or permitted assigns) for any consequential, incidental, indirect, punitive or special damages (including loss of profits, data, business or good will) arising out of any breach of this Agreement by GROUNDGAME.

17. Indemnification. CONTRACTOR shall defend, protect, indemnify and hold harmless GROUNDGAME, and directly or indirectly, its directors, officers, employees, and agents ("Indemnified Parties"), against all claims, demands or causes of action, losses and expenses (including, without limitation, attorneys' fees and costs of litigation, whether incurred for an Indemnified Party's defense or for enforcement of its indemnification rights) which may be incurred by an Indemnified Party on account of or relating to the services rendered by CONTRACTOR pursuant to this Agreement.

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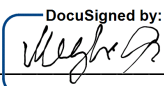
Page 7 of 9

18. Severability. If any provision of this Agreement is deemed void or unenforceable, the void or unenforceable provision shall be deemed severed from the Agreement and shall not affect any other provision, or the validity or enforceability of this Agreement as a whole.

19. Waiver. The failure of either party hereto at any time to require performance by the other party of any provision of this Agreement shall in no way effect the right of such party thereafter to enforce the same, nor shall any waiver of any breach of any provision hereof by the other party be taken or held to be a waiver by such party of any succeeding breach of such provision, or as a waiver of the provision itself.

Each person executing this Agreement warrants that he or she has the authority, right, and legal capacity to execute this Agreement, including as on behalf of any entity.

HBS PLUS, LLC

DocuSigned by:

51F133BDA8D4469...

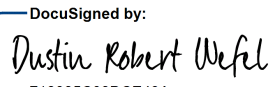
Meghan Cox

Chief Executive Officer
Ground Game Political Solutions
300 M Street, Suite 875
Washington, D.C. 20003

CONTRACTOR

Dustin wefel

Authorized Representative (Print Name)

DocuSigned by:

718085C08DCE49A

Authorized Representative (Signature)
Drw Campaigns Inc

Business Name

Date 11/24/2021

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ADDENDUM A

Please list the best cities to petition in the state of Michigan:

1. Detroit
2. Flint
3. Saginaw

Please list the best types of high traffic locations for circulators to work at:

1. Libraries
2. Sec of state office
3. welfare office

Please list the best time of day to petition:

1. 9-5

What is your petition capacity on a monthly basis? Please let us know how many signatures that you can collect?

50000

PRIVILEGED AND CONFIDENTIAL

Page 9 of 9

**BANKING INFORMATION FOR RECEIVING INCOMING WIRES FOR YOU
OR YOUR BUSINESS (PLEASE MAKE SURE YOU ENTER IN CORRECT
INFO TO MATCH YOUR W-9):**

- Dustin Wefel
1. BENEFICIARY NAME: _____
 2. BENEFICIARY ADDRESS: _____
5020 Ford Street
Swartz Creek, Mi 48473
 3. BANK NAME: Chase _____
 4. BANK ACCOUNT ADDRESS, CITY, STATE, ZIP)
5020 ford st swartz creek, mi 48473
 5. BANK WIRING ROUTING NUMBER (DIFFERENT THAN REGULAR
ROUTING NUMBER)- 9 digits: 021000021 _____
 6. BANK ACCOUNT NUMBER- 12-15 digits 403495430 _____

DECLINE TO *sign* THE SECURE MI VOTE PETITION

WHAT IS THE SECURE MI VOTE PETITION?

The “Secure MI Vote” petition is a deceptive effort to silence the voice of the people. **It is not about election security. It’s about making it harder to vote and more difficult for clerks to run elections. It’s a continuation of the Big Lie that’s anti-voter and anti-democracy.**

Michigan already has secure elections and strong, effective voter ID laws that work. We just had the most secure, accessible, high turnout election in our state’s history. This is simply a deceitful ploy to change the rules because some people didn’t like the results of the 2020 election.

WHAT WOULD THE SECURE MI VOTE PETITION DO?

- Require people to disclose partial social security numbers when registering to vote
- Eliminate the option that registered voters currently have to securely verify their identity and vote normally
- Require registered absentee voters to disclose driver’s license, personal ID, or partial social security numbers when applying for their ballots
- Throw out the ballots of registered voters (in person and absentee) who can’t satisfy these new restrictive identity requirements, unless they go in person to their clerk’s office and present acceptable documentation within six days after the election
- Prohibit election officials from making absentee ballot applications available except upon the voter’s request
- Ban charitable contributions, including volunteer time, to help administer elections

ARE THEY TRYING TO GET THIS ON THE BALLOT?

No. Signing the petition will not get anything on the ballot for voters to decide. Instead, Republicans are using a loophole in the system to pass their voter suppression agenda without a vote of the people and without it being subject to Governor Whitmer’s veto. If they collect petition signatures from fewer than 4% of Michigan voters, their voter suppression package will go straight to the Legislature and will become law.

WHAT CAN WE DO TO STOP THIS ANTI-VOTER INITIATIVE?

Decline to Sign the Secure MI Vote petition, and tell everyone you know to Decline to Sign it! Paid petition circulators will say anything to get you to sign their petition. Don’t fall for their lies! No matter what they say, their goal is not to get a proposal on the ballot, and it’s not to “make it easier to vote.” Read any petition you’re asked to sign, and don’t sign one that takes away voting rights.

You can also help by reporting the location of petition circulators to the Protect MI Vote petitioner sighting hotline. Protect MI Vote is a ballot committee opposing the Secure MI Vote petition. They will send field teams to help educate voters about the reasons not to sign the petition, but they need to know where the petition circulators are active. **Anytime you see a petition circulator, call or text 517-481-2165.**



HUSCH BLACKWELL

Josh Grabel
Office Managing Partner

2415 E. Camelback Road, Suite 500
Phoenix, AZ 85016
Direct: 480.824.7883
Fax: 480.824.7905
josh.grabel@huschblackwell.com

February 14, 2022

VIA EMAIL AND FEDERAL EXPRESS

Dustin Wefl
Authorized Representatives
DRW Campaigns, Inc.
5020 Ford Street
Swartz Creek, MI 48473

Re: Demand Letter--Cease and Desist and Notification of Litigation Hold re: Breach
of Contract with Groundgame Political Solutions, LLC

Dear Mr. Wefl:

This firm represents Groundgame Political Solutions, LLC ("Groundgame") regarding its Professional Services Contract ("the PSC") with you and your company, DRW Campaigns, Inc. ("DRW"). *See* PSC [Att. 1]. As you are aware, you and your company have, pursuant to the PSC, been provided with confidential and proprietary information by Groundgame exclusively for the purposes outlined in the PSC. The PSC makes explicitly clear that this confidential information is to be used solely and exclusively for the purposes of executing the PSC, and any use of that information in a manner not for Groundgame's benefit is a material breach of the terms of the PSC. The PSC also makes it explicitly clear that DRW is being retained solely and exclusively by Groundgame for the purposes outlined in the PSC, and there is an explicit non-compete requirement in the PSC which was negotiated and is a material term of the PSC.

Please consider this letter to be notice that Groundgame is informed and believes that you have been acting in a manner that violates the Covenant to Not Compete of the PSC by, among other things, using resources provided through the PSC for the benefit of other parties. *See* PSC at §§ 2, 5, 12 & 17. These actions by you and DRW are not acceptable, and are clear and explicit violations of the terms of the PSC. Pursuant to Section 12 of the PSC, you have agreed that not only is Groundgame entitled to injunctive relief preventing your violations of the non-compete, but it is entitled to recover liquidated damages in the sum of \$200,000, plus interest, attorneys fees and costs associated with each of your material breaches of the PSC.

HUSCH BLACKWELL

Dustin Wefl
February 14, 2022
Page 2

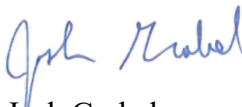
As a result, Groundgame demands that you immediately cease and desist the use of any materials obtained in relation to the PSC and, further, that you confirm, in writing, in a manner to be determined by Groundgame and my office, that you are not acting in a manner that materially breaches the PSC, its non-compete or its confidentiality provisions. This written confirmation must be agreed to within the next 48 hours, and you should contact my office immediately upon receipt of this letter to confirm how to comply.

Additionally, Groundgame further places you on notice that, given your apparent material breach of the Agreement, that you are to hold and maintain all potentially relevant documents, business records, electronic or other information that may be within your possession or control and implement a litigation hold for that material related to your performance under the PSC. This means that you, DRW and all persons associated with either are hereby obligated, pursuant to both Arizona and federal law, to maintain any and all hard copy or electronic data or information that may, in any way, be relevant to this dispute. This includes, but is not limited to, documents (electronic or hard copy), correspondence, emails, text messages, voicemails, metadata, Excel spreadsheets, Word documents, presentations, notes, logs, servers, hard drives, thumb drives or other information in any form that may, in any way, relate to your performance under the PSC. If you need assistance in implementing an appropriate litigation hold, we would suggest you retain counsel to ensure it is done properly.

THIS IS NOT THE FIRST IN A SERIES OF DEMAND LETTERS. This is the only letter you will receive before legal action is implemented against you. We look forward to your prompt and appropriate response to this letter.

Sincerely,

HUSCH BLACKWELL LLP



Josh Grabel
Office Managing Partner

JG



Mark Jacobi ✓



I didnt get bought out
on the minimum wage
petition.

12:29 PM

Correct we're giving
you back all of it
including the ones
that you did take a
agreement a contract
for

When I try to keep any
of your paper however
you've been buying
SMV and there's more
and more proof of it

12:29 PM

I didn't take any of





Mark Jacobi ✓



I didn't take any of those

And if someone gave them to me it was by accident

12:30 PM

I've been trying to calm down the clients for 48 hours I'm not sure why you do these things why take money if you didn't want to be a part of it we know the system already we've already seen it you gotta be smart enough to understand these people have private





Mark Jacobi

12:30 PM, Feb 12

I've been trying to calm down the clients for 48 hours I'm not sure why you do these things why take money if you didn't want to be a part of it we know the system already we've already seen it you gotta be smart enough to understand these people have private investigators they have ways of finding out what is really going on you brought them to us



Copy text



Share



More





Mark Jacobi ✓



I have none of that paper...period.

12:30 PM

No one's keeping any of the signatures including those ones by the way you get them all back

12:30 PM

We know the system and how it's being done also you realize minimum wage isn't suppose to be carried with the education issues ?

12:31 PM





Mark Jacobi ✓



We know the system and how it's being done also you realize minimum wage isn't suppose to be carried with the education issues ?

12:31 PM

Cool. Ill have my courier pick them up.

12:31 PM

I never signed an agreement to not carry the min wage.

12:32 PM

We're not even there right now so it's





Mark Jacobi ✓



We're not even there
right now so it's
not happening this
moment it's not just
when you want

12:34 PM

Huh?

12:35 PM

So as far as you
think it's OK to carry
minimum wage and the
education ones?

12:35 PM

No one has told me
otherwise and guess
what? Everyone is.



12:36 PM





Mark Jacobi ✓



No one has told me otherwise and guess what? Everyone is.

12:36 PM

Yep I know they are however we're not talking to you about minimum wage our problem is SMV that you did sign an agreement for

12:36 PM

Your courier can go in the morning and pick them up we're not going to be there today

12:37 PM





MICHIGAN DEPARTMENT OF STATE
BUREAU OF ELECTIONS

ITEMIZED DIRECT EXPENDITURES
SCHEDULE 4B
BALLOT QUESTION COMMITTEE

1. Committee I. D. Number _____

2. Committee Name _____

3. Name and address of person to whom paid	4. State purpose of expenditure. 5. Identify the ballot proposal involved. Indicate whether supported or opposed.	6. Date	7. Amount	8. Cumulative for election
Expenditure # 1 Name & Address:	4. Purpose: _____			
	5. Ballot Proposal: _____	_____ \$ _____ \$ Date of Expenditure		
<input type="checkbox"/> Check box if expenditure is payment of debt or obligation reported on previous statement	County: _____ <input type="checkbox"/> Support <input type="checkbox"/> Oppose <input type="checkbox"/> Statewide <input type="checkbox"/> Local	Click for Memo Itemization Type		
<input type="checkbox"/> Fund Raiser				
Expenditure # 2 Name & Address:	4. Purpose: _____			
	5. Ballot Proposal: _____	_____ \$ _____ \$ Date of Expenditure		
<input type="checkbox"/> Check box if expenditure is payment of debt or obligation reported on previous statement	County: _____ <input type="checkbox"/> Support <input type="checkbox"/> Oppose <input type="checkbox"/> Statewide <input type="checkbox"/> Local	Click for Memo Itemization Type		
<input type="checkbox"/> Fund Raiser				
Expenditure # 3 Name & Address:	4. Purpose: _____			
	5. Ballot Proposal: _____	_____ \$ _____ \$ Date of Expenditure		
<input type="checkbox"/> Check box if expenditure is payment of debt or obligation reported on previous statement	County: _____ <input type="checkbox"/> Support <input type="checkbox"/> Oppose <input type="checkbox"/> Statewide <input type="checkbox"/> Local	Click for Memo Itemization Type		
<input type="checkbox"/> Fund Raiser				
Expenditure # 4 Name & Address:	4. Purpose: _____			
	5. Ballot Proposal: _____	_____ \$ _____ \$ Date of Expenditure		
<input type="checkbox"/> Check box if expenditure is payment of debt or obligation reported on previous statement	County: _____ <input type="checkbox"/> Support <input type="checkbox"/> Oppose <input type="checkbox"/> Statewide <input type="checkbox"/> Local	Click for Memo Itemization Type		
<input type="checkbox"/> Fund Raiser				

Subtotal this page

Grand Total of Schedules 4B
(Complete on last page of Schedule)

Enter this total
on Line 8a of
the Summary
Page

COMPLETING BALLOT QUESTION COMMITTEE SCHEDULE 4B,
ITEMIZED DIRECT EXPENDITURES

ITEM 3: NAME AND ADDRESS OF PERSON PAID: Enter the name and address of:

- Each individual or business to whom the committee made an expenditure of more than \$50.00 through a single expenditure or through a series of expenditures during the period covered by the Campaign Statement.
- Each Ballot Question Committee to which the committee made an expenditure in any amount during the period covered by the Campaign Statement.

Report additional detail information for this expenditure as a Memo Itemization as explained below.

- **MEMO ITEMIZATIONS.** Report the gross expenditure made by the committee with the notation “**Memo Itemization Below**” written above the name of the person, business or vendor to whom the payment was made by the committee, the date of the payment, and the total amount paid.
- In the space for the next expenditure record immediately following this entry, enter the notation “**Memo Itemization**” and indicate the ballot proposal involved. Check the applicable boxes for in-kind or independent, support or oppose and enter the date of the expenditure. Report the allocated amount for the proposal in parenthesis as a reminder that it is not to be added into the total again. Enter the cumulative expenditure amount for that proposal (for the election) through the date of the expenditure being itemized. Repeat until the itemization is completed for each proposal related to the expenditure being itemized.

ITEM 4: PURPOSE: Describe the purpose of the expenditure.

When reporting a mileage reimbursement to a staff member, enter the word “mileage” along with the number of miles and the reimbursement rate in the purpose field of the expenditure record. An example of mileage reimbursement reporting is shown in the Schedule 4B examples.

ITEM 5: BALLOT QUESTION INFORMATION: If the expenditure was made in support or opposition to the qualification, passage or defeat of a ballot proposal sponsored by this committee or to another Ballot Question Committee in support or opposition to the qualification, passage or defeat of a different ballot proposal, identify the proposal and indicate whether it is a statewide, multi-county, or single county issue. If listing a single county issue, list the county involved. If listing a multi-county issue, list the county where the greatest number of electors eligible to vote on the issue resides. If it is a statewide proposal, leave the county name blank.

Check the box if the expenditure was made to repay a debt or obligation owed by the committee that was reported on a previous campaign statement.

Check the Fund Raiser box if the expenditure is related to a fund raising event sponsored or co-sponsored by this committee.

ITEM 6: DATE OF EXPENDITURE: Enter the date the expenditure was made.

ITEM 7: AMOUNT OF EXPENDITURE: Enter the full amount of the expenditure.

ITEM 8: CUMULATIVE FOR THE ELECTION: Enter the cumulative amount the committee has expended to support or oppose the proposal to date. Include all direct, in-kind expenditures and independent expenditures involved. Expenditures for or against a ballot proposal accumulate for the election in which the proposal appears on the ballot.