2 3 5 TRANSCRIPTION OF TAPED RECORDING OF: 8 WITNESS NO. 3 AND WITNESS NO. 1 10 11 12 13 14 PREPARED FOR COUNSEL 15 PROTECTED AND CONFIDENTIAL 16 17 18 19 REPORTED BY: CARRIE A. CAMPBELL, RDR CRR CSR CCR 20 21 22 23 24 25

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3

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WITHESS NO. 1: I know you're not studid.
 1
               WITNESS NO. 3: And stop -- and you need to
 3
    know I'm not stupid and that I deserve 100 percent of
    the truth, and that means without having to ask, I
    know every single detail. Okay. No, stop. I need to
 5
     know every single detail without having to ask, and
     that is the first step in feeling like you're finally
    being honest with me about every single thing. That
     is the first step to me building anything for us and
10
    the working on -- and the working on things and
    figuring out what's next, this way or that way or the
11
12
    other thing. Like it doesn't -- it doesn't -- it
     doesn't change anything except for the pain of knowing
13
14
     that you've been lying to me, knowing that I don't
15
     know all the story, but knowing that you didn't want
16
     to work on things allowed me to shut that out and say
     I know -- I know that I don't know the truth. And I
19
     have gotten past that and surrendered to that.
19
              WITHESS NO. 1: So that's why I'm asking you
     would it be easier --
20
21
              WITNESS NO. 3: Well -- no, listen, it would
22
     be easier to know nothing.
              WITNESS NO. 1: Okav.
23
              WITNESS NO. 3: If you wanted a divorce and
24
    it was completely over like you said. If you want a
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1
               WITNESS NO. 3: This might be a long grocery
    run,
 3
               WITNESS NO. 1: So --
               WITNESS NO. 3: I need -- I need every
     single bit of the truth. You owe me every single bit
    of the truth because this has been a terturous evening
     and day, and you owe me, and I am not -- I'm not going
     to ask questions because you're going to tell me
              WITNESS NO. 1: Okav. My first question for
10
11
    you is knowing this and this alone, yes, I lied to
12
     you. No, I didn't sleep with him. No, we're not
     having an affair, and I'm not talking to him. But,
13
     yes, I lied to you. Yes, I've had feelings and --
14
15
               WITNESS NO. 3: I have (insudible) --
16
               WITNESS NO. 1: Right. But, no. I need to
17
    know this from you: Would -- knowing how you feel
     right now and how you have felt, would that make you
18
    want to work on our relationship knowing that I've
19
20
    lied to you?
21
               WITNESS NO. 3: I can't tell you what I'm
    going to feel or any of that kind of stuff --
22
23
              WITHESS NO. 1: But I want to --
               WITHESS NO. 3: -- except that this is what
24
25
    I know: I know that I'm not stupid.
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glimpse of hope at anything else, anything else, then
     I'm going to stop talking and you're not going to
    finish until I know every single detail. Don't make
               Did you confess to
5
               WITNESS NO. 1: No, that would be worse
     (inaudible) in my whole entire life. I'm never seeing
         again. Ever. I've never felt more (inaudible),
     never felt worse in my life, ever.
               WITHESS NO. 3: Navbe you needed to because
10
     he knows that you're lying about something.
              WITNESS NO. 1: It was roally, really awful.
12
     If you know somebody is lying about something,
14
     wouldn't you want to offer them a place to talk?
               WITNESS NO. 3: I have offered you a safe
16
    place to talk.
               WITHESS NO. 1: I know you have, and you're
     the only person I feel safe with, but I don't want to
18
19
     hurt you. If we're not going to be together -- I'm
     not having an affair, ................ The man is married and he
21
    has a baby.
22
               WITNESS NO. 3: Yesh, I'm aware of
23
    everything.
24
               WITNESS NO. 1: I know. I'm sure you dug
    into everything you can dig into.
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reason. And every single time you've --

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MITNESS NO. 3: No.
 1
2
              WITNESS NO. 1: No. you haven't? Look at me
3
    and don't lie to me. First of all, don't lie to me.
              Did you look at my phone to get
 5
    number, or did you look at my phone because you were
 6
    curious?
              WITHESS NO. 3: I looked at my -- I looked
    at your phone because I saw it on the thing.
              WITNESS NO. 1: Okay. Thank you for telling
10
    me that.
11
              WITHESS NO. 3: Now, I did need
12
    number.
13
              WITNESS NO. 1: No. No.
              WITHERS NO 3: That was a true story. That
14
15
    is --
              WITNESS NO. 1: You're justifying a lie with
16
17
     a true story, you know what I mean.
              WITNESS NO. 3: No. No. No. That's what
18
    you've done every single time.
19
              WITNESS NO. 1: Yes, that's true.
20
21
              WITNESS NO. 3: That's what you've done
22
    every single time.
              WITHERS NO. 1: I will take 100 percent --
23
              WITNESS NO. 3: Now, I have never lied to
     you and said, "I lied to you because," and given you a
25
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make sense of it as I'm apologizing.
              WITNESS NO. 1: I am a coward.
 2
              WITHESS NO. 3: Please begin and put it all
    on the table. It's the only chance we have. It's the
    only chance. He more half-truths. No more things to
    make it make sonso. Just free yourself.
              WITNESS NO. 1: I'm telling you (inaudible).
              WITNESS NO. 3: Free yourself. Free
 A
 9
    vourself.
              WITNESS NO. 1: You have to promise me
10
     (inaudible).
              WITNESS NO. 3: It won't leave the car.
12
     That's up to you.
              WITHESS NO. 1: No. it really won't.
14
              WITNESS NO. 3: It won't leave the car.
16
     (Inaudible).
17
              WITNESS NO. 1: So the truth is, ves. I'vo
     had horrible feelings for four years. Three
18
     vears, whatever, constantly suppressing, and I do feel
19
    guilty about that. That's the first truth.
              Whether it be the guy who did my boobs, I
21
22
    thought he was great; the guy in Vegas, he was great;
     clients, whatever, and I know that it's me. So, no, I
23
    have not acted on anything. I don't flist with
24
    anybody. There's no acting, but my mind has been
```

2 WITNESS NO. 1: You just did that. WITHESS NO. 3: No. No. I didn't. Every single time I have lied to you and confessed, I have said -- I have said, "I am so sorry," and I have never, never tried to defend it with a "but" or "this is a reason" or "this is why it made sense" or "it's your fault" or any of that. Every single time --WITNESS NO. 1: But none of this is your fault. It's not --10 WITNESS NO. 3: Stop. Every time I have lied to you and confessed, I have said, "There is no 12 excuse. I am sorry." That's (inaudible) why don't tell me something and then tell me why because I've 14 never faulted you for me wronging or lying to you -lving to you. 16 So I knew something is up. I'm not a 17 fucking idiot. 18 WITNESS NO. 1: I know. WITNESS NO. 3: I deserve to know. I knew 20 21 that I was boing lied to. I know that you were lying 22 to me and when you --23 WITNESS NO. 1: I couldn't go anywhere --WITNESS NO. 3: Stop. I understand. I 24 understand. But I'm not the coward that when I lie, I 25

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going crazy, and I know it's me. Because I -- I have
     everything in you except for something. I don't know.
    And whenever that shut off, that's what I've been
     dealing with. So I know that it's not these people, I
    know that, but in knowing that, I can't shut this off
     and my brain has been going insane.
              So, ves. I met Eric a year ago and I
     instantly had a big crush on him. It would help it if
     unuld look at me.
               I instantly had a big crush on him. No, I
10
     never flisted with him. Hever confided in him except
11
12
     for I talked about and he helped me with that
     and tust talked about life and whatever. He is very
13
     motivating. That's his personality. He's very
14
     persuasive. He never flirted with me other than
15
     complimenting me a couple of times on, "Oh, I really
     like your hair like that," or whatever.
17
18
               Meanwhile, I did develop a big crush, and I
19
     felt insanely guilty about it. I couldn't stop my
     brain. I don't know about you, but I can't control my
20
     brain, as much as I would like to. It's the most
     aspect of me in that way. Since I was a kid, I just
22
     can't stop it. Whatever I don't want it to think, it
23
24
     does and...
25
              Anyways, he quit coming in, and then I
```

didn't see him at all for five months. Like I wasn't lying about that. And then he came in, it was a Friday, and I was so nervous to even have him come in because I knew that I had those feelings, those unexplained feelings of I shouldn't have a crush on anybody; I'm married; this is so stupid. So then I had really bad anxiety.

He came in. Knowing that I felt better whenever he came in and I felt more calm and that made me feel better, but while I was shampeoing his hair and telling him about my class -- at first I thought it was just me, but then I realized it wasn't. He was -- I was in the middle of talking and he was doing "this" to my leg. And at first I ignored it because I didn't know if that was just me, and then I realized he was doing that and I said, "Eric, you need" -- well, I said: "You need to stop."

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And he looked at me and he said: "What?"

And then I said: "You know what you're

doing. I know what you're doing. You need to stop."

And he didn't say enything. And then he

came back and sat down in the chair and I said -
because there was silence. And I said: "Is that why
you didn't come in for five months?"

And he said: "Yes." Or, no, he said:

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period.
              So anyways, I forgot he had my e-mail. He
    sent me an e-mail. I think just to check to see if I
    was okay, but it said nothing. There was nothing in
    the e-mail.
              But he asked me a question, whatever he
    asked mo. I answered back and said. "Whon you book
    your next appointment, you need to make sure that you
    ask for me because they will tell you I'm booked until
    April whatever." And he said -- and he said: "That's
10
    great. What's the best number I can reach you at?"
11
              I did not, I promise you, I swear, I
12
13
    did not think that that meant to call me to roll this
    ball. So I e-mailed him back and said: "Call this
14
    line. They will -- if you can't get an appointment,
15
    they will take your number, and I will call you back.
16
17
    If you can't reach me there, this is my coll phono
18
              What I didn't know -- and I said -- and I
19
    was trying to send a message through there. I said:
20
      " -- it was birthday party night. I
21
              's birthday is tonight. Hy husband and
22
    my family will be over at my house." And that was
24
    just trying to send a message of like, look, I get it
     now, we know we both have this woird attraction, but I
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"Naybe." Because I quess he was attracted to me. 2 And this happened to be after you and I had just had that week of whatever. It happened to be when I was really in escape mode. I quess I really So whomever he was getting ready to leave. he said: " come here," I quess to like talk to me about whatever just happened or whatever, and I said: "No. Lot's go to the front." And then he came over and by me and I said: "Eric, we're both 10 11 married." 12 He said: "I know. I know." this can't leave the car. 13 14 WITNESS NO. 3: It won't. WITNESS NO. 1: So then we walked to the 15 front. I said "bye." That was it. He came by later and dropped off his book, 17 his new book, and just said "enjoy," and that was it. And then he sent me an e-mail and that is how he got 19 my phone number. That's the truth. He sent me an e-mail and just said: " -- that he had my 21 e-mail for exactly the reason why I told you he had my 22 number, but it was actually my e-mail from like a year 23

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ago. He was doing some sort of book thing and asked

for my e-mail. And then he just never e-mailed me,

know 100 percent his attraction is he has a wife with a baby. He's exactly in the boat you were in, similar hear. I'm sure. I'm sure his wife is -- whatever.

So he actually called me. I didn't know that. Didn't talk to him, nothing, throughout the whole week, nothing. The only reason why I know that he had called me was because whenever he called me Saturday night, I noticed that the number was a DC number and got scared knowing that you would look and realize that that same number had called me that night.

So, anyways, I went throughout the whole week and nothing. And I just kept trying to process my thoughts, and I folt like I was going crazy and that's when I couldn't sleep because I knew everything I was feeling was wrong. I don't know why I can't control it. It's fucking horrible.

So on Saturday, I did the wrong thing. It was me who e-mailed him and said: "My friend is having troubles with her thoughts. Can you please call me about that" or something. So that's the reason why he called me that night. And we talked about my friend, and essentially I was just looking for "you're so motivating on everything, please help me just turn off my thoughts because this is horrible.

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It's driving me insane."
              And he said: "I might have a solution, but
2
3
    I will have to get back to you on it. And I'm sorry
     that you feel that way. I know how that feels." and
    just roundabout. There wasn't any sort of doep
     talking because we're talking about my friend.
              WITNESS NO. 3: This is the 14th?
              WITNESS NO. 1: So then he said: "I
     think -- I have a solution. I can see you next
 9
10
     wookend." So that was this past weekend.
              WITNESS NO. 3: So nothing happened on the
11
12
     14th?
13
              WITNESS NO. 1: No. nothing happened on the
     14th.
14
              WITNESS NO. 3: But there were two phone
15
     calls.
16
17
              WITNESS NO. 1: The second phone call was
     him asking if I would come outside to meet him.
18
19
              WITNESS NO. 3: And?
              WITNESS NO. 1: I came outside to meet him.
20
21
              WITNESS NO. 3: You told me (insudible).
              WITNESS NO. 1: I didn't -- but I didn't
22
    touch him. Nothing. I just -- that was him saying:
23
    "I think I have a solution. I know that you're in a
24
    bad spot. I'm really sorry." Whatever. I know this
25
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I knew I had so many wrong thoughts in my mind that I
    just couldn't figure out.
              WITNESS NO. 3: What did you do?
              WITHESS NO. 1: I don't think you really
     want to know. It's horrible.
              WITNESS NO. 3: Just toll me.
              WITNESS NO. 1: I don't think you want to
A
    know.
              WITNESS NO. 3: Tell me the details and the
10
    truth.
              WITNESS NO. 1: (Inaudible).
              WITNESS NO. 3: (Inaudible) tell me tho
12
     truth. The truth. Only the truth.
13
              WITNESS NO. 1: So on Saturday morning
14
     before my first client, I did go to his house.
15
              WITNESS NO. 3: For the first time?
16
              WITNESS NO. 1: For the first time. Ever.
17
    Like I said, nothing, period, had ever happened or
18
    taken place until this snowbell. This fucking tornado
19
    just happened. I know I brought it on.
20
              I showed up and I said: "I'm only here to
21
22
              And he said: "I know."
23
24
              I said: "I just want to tell you I feel
    liko you're always hope because I don't know your
25
```

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whole thing is wrong, . so (inaudible) I don't
    know what to do.
 2
              And then he said: "Well. I want you to come
     over next weekend."
              And I said: "I can't. I can't do that."
 5
              And he said: "I want you to come over."
              So then I said: "No, I can't."
              And then he said: "Well, at least call me
     if you can't."
10
              And on Friday I called him from work and
     said: "I'm going to home. It's
11
12
     birthday. I cannot come over."
              And he said: "Well, I understand."
13
              And I said: "I would like to discuss or to
14
15
     try to get all of these thoughts away from me. Will
    you just meet me for coffee for something so that way
16
17
     we can just talk."
              And he said: "No, I can't -- I can't be
18
     seen with you. This is wrong."
              And I said: "I know."
20
               So he said: "Just -- please just come to my
21
22
     house."
              WITNESS NO. 3: Keep going.
23
              WITNESS NO. 1: So that's the reason why I
24
25
     was so torn talking to
                                   birthday night because
```

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16
    relationship." He doesn't talk about his
    relationship, at all. He didn't talk about himself at
    all, so I don't even know.
              But I said: "I just had a feeling that you
    wouldn't be attracted to me if you didn't have a wife
    with a baby. I'm just trying to process why I'm
    feeling this way, and I hate it. I really hate it."
              And then he -- basically had been
    fantasizing about me tried to live out that fantasy.
    He just coaxed me, kept talking to me gently and
    touching me, whatever he could do to still have that
11
12
    fantasy play out. And I did it.
              WITHERS NO. 3: Did what?
13
              WITNESS NO. 1: We're getting divorced,
14
15
              WITNESS NO. 3: It's up to you right now.
16
    Tell me the truth. Set yourself free, please, and
17
     tell me the truth.
              WITNESS NO. 1: I was so confused with
19
20
    emotion. (Inaudible) I can't even believe it because
    it's not really in my character. I don't even fucking
21
    know. I'm so confused.
22
              WITHESS NO. 3: Tell me the details, please.
23
              WITNESS NO. 1: He said: "I'll make you
24
25
    feel better. I'll make you feel good. Come
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downstairs. I want to show you how to do a proper
    pullup." And I knew that he was being sexual, and I
    still let him. And he used some sort of tape, I don't
    know what it was, and taped my hands to these rings
    and then put a blindfold on me.
              WITHESS NO. 3: Keep going.
              WITNESS NO. 1: And said: "If you're going
    to do proper pullups, you need to know how to drink,"
    and I guess put water in his mouth and tried to pour
    it in mine and it scared me. And I spit because I
10
    didn't want to kiss him. I mean, I'm so --
     (inaudible) I thought -- I thought (inaudible).
12
13
              He just kept touching me over my clothes and
    just kept touching me. And then undid my clothes. I
14
15
    just didn't say anything at all. I didn't -- I was
    just completely numb. I didn't even know. I feel
16
17
    like I don't even know. I was just numb. I just
18
     stood there and didn't fucking know. I was so -- he
    was sort of messing with me with his hands.
19
              WITNESS NO. 3: Inside?
20
21
              WITNESS NO. 1: Inside, ves.
              WITNESS NO. 3: And?
22
              WITNESS NO. 1: I mean, that was (inaudible)
23
     and he stepped back, and I saw a flash through the
    blindfold, and he said: "You're never going to
```

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doesn't feel right. I told you I was only here to
    talk."
              WITNESS NO. 3: What clso?
              WITNESS NO. 1: And then I left.
              WITNESS NO. 3: Is that every detail? Don't
    110.
              WITHESS NO. 1: No, it's not every detail.
    I left, went to work in a really fucked up state of
     mind. I felt fucking horrible. (Inaudible) I left my
     fucking keys at his place and so I had to go back and
11
    get the fucking keys after work.
              WITNESS NO. 3: And?
12
              WITNESS NO. 1: And I showed up, said: "I'm
13
     so sorry for what happened earlier."
14
              "I'm just obsessed over you, and I fantasize
    about you: it's wrong and in real life, but I need to
16
     not do that. I know. I love my wife, and I'm really
17
     sorry. And we should not ever talk again, and I hope
18
10
     that you get everything figured out."
              WITNESS NO. 3: And?
              WITNESS NO. 1: I seid: "Well, I'm
21
22
     leaving."
23
              He said: "Just stay for a little while
24
    longer, please."
              And I said: "No, I really have to go."
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mention my name, otherwise there will be pictures of
    me (sic) everywhere."
              WITNESS NO. 3: Keep going.
              WITNESS NO. 1: He said: "You're not going
    to mention my name, are you?" I didn't say anything.
    I didn't realize what -- I don't know what the fuck
    I'm doing. And then he asked me again. And I just
              WITNESS NO. 3: Did he (inaudible).
              WITNESS NO. 1: Well, my pants were down.
10
              WITNESS NO. 3: Keep going, please.
11
              WITNESS NO. 1: And then he tried kissing my
12
     stomach and tried to kiss me down there but didn't
13
    quite get there because I flipped out and I said:
    "You need to stop. I don't want this. I don't want
    this. I don't want this."
16
              And he instantly stood up and freaked out
    and took off the blindfold and undid my hands and
    said: "I'm really sorry. Oh, my God, I'm so
    sorry. I thought -- I want to be -- I want to make
20
21
              And then I was like: "This doesn't make me
22
    feel good at all. I'm so pissed off. I don't know
23
    anything about you. I'm so lost. I'm so vulnerable
24
25
    right now. I'm in a really fucked up place. It
```

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1
              "Please just stay."
              And then he held me for a long time and then
    made me feel better. Tust kept kind of touching me
3
    and...
              WITNESS NO. 3: And?
5
              WITHESS NO. 1: I just -- it was like, I
    don't know, 45 minutes of me being there, me leaving,
    and then him going: "You know, are you sure you
    really want to go? I'm just never going to see you
11
              WITNESS NO. 3: And?
              WITHESS NO. 1: And that was it. It was
    iust --
              WITNESS NO. 3: You never touched him?
14
15
              WITNESS NO. 1: No. He kept touching me.
              WITNESS NO. 3: He touched you (inaudible)?
              WITNESS NO. 1: I told you he touched mo
     seven times. He didn't get me undressed, but he just
    kept kind of messing with me.
19
              WITNESS NO. 3: (Inaudible). It's really
    fucked up. Did he turn you on?
              WITNESS NO. 1: Yeah, and then didn't, did
    both. I felt every emotion. That's the reason why
    I'm so termented.
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12
13
16
17
20
22
24
               WITNESS NO. 3: So the only contact
25
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(inaudible)?
 2
              WITNESS NO. 1: And touching me, touching me
     all over, touching my boobs or my -- I let him. I'm
     100 percent wrong.
              WITNESS NO. 3: How about kissing?
              WITNESS NO. 1: Not really. I don't know.
 7
     I don't think I really ever kissed him. He kept
     trying to kiss me.
              WITNESS NO. 3: Did you (insudible)?
10
              WITNESS NO. 1: No, I was turned on in the
    beginning because I made this really long and maybe
11
     his putting into all those feelings and just so much
12
     builtone factions. I mean, it's not like we had
13
     talked about shit. We had not not talked about shit.
              WITNESS NO. 3: This is only one day, on
15
16
     Saturday?
17
              WITNESS NO. 1: Yeah.
              WITNESS NO. 3: Do I know every detail about
18
     this?
              WITNESS NO. 1: Yes.
20
              WITNESS NO. 3: For the rest of my life?
21
22
              WITNESS NO. 1: Yes. (Inaudible) Oh. yes.
              WITHESS NO. 3: No other people that you
23
74
    know?
              WITNESS NO. 1: No other people.
```

21

23

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erased it. " And my mouth fucking (inaudible).
 2
              WITNESS NO. 3: I'm sure you're not the
    first. I need to know that there's not one ounce of a
    detail that you're lying to me?
              WITNESS NO. 1: No.
 5
              WITHESS NO. 3: You never had sex?
 7
              WITHERS NO 1: No.
              WITHESS NO. 3: Are you ever going to see
 В
     him again?
              WITNESS NO. 1: There's a chance, yes.
10
11
              WITNESS NO. 3: Did you ever touch him?
              WITNESS NO. 1: No. (Inaudible).
12
              WITNESS NO. 3: I don't want to you to lie
13
14
     (inaudible). Where are you now?
              WITNESS NO. 1: I don't know if we can make
15
16
              WITNESS NO. 3: Whore are you --
17
18
              WITNESS NO. 1: You're a great dad.
               WITHESS NO. 3: Are you asking for
19
     forgiveness, or are you saying this is what happened?
20
              WITNESS NO. 1: Oh, I definitely want
21
22
     forgiveness.
23
              WITNESS NO. 3: Just to make it clear to you
     that the grass is not greener on the other drive.
24
              WITNESS NO. 1: I wanted to tell you. I've
25
```

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```
WITNESS NO. 3: Will you ever see
2
     (inaudible)?
              WITNESS NO. 1: I don't know. I can't say
     no because he may come in and get his hair cut. I
     don't know. I don't want to not ever see him again.
              WITNESS NO. 3: Why not?
              WITNESS NO. 1: Because.
              WITNESS NO. 3: Because you love him?
              WITHERS NO. 1: No. I don't love him. It
10
     takes a lot more to love somebody. I have so many
    mixed emotions about something (inaudible) I also care
11
12
12
              WITHERS NO. 3: You've been half-raped and
14
     blackmailed.
15
              WITNESS NO. 1: Yes.
              WITNESS NO. 3: And you're not going to tell
    anybody about that? Why? Because (inaudible)?
17
18
              WITNESS NO. 1: When I came back, I said to
19
     him: "I'm very, very, very pissed off at you. I'm
     grossed out. I'm so pissed off."
20
21
              Ho sald: "T know."
               "You took a picture."
22
23
              He said: " it's just because I
    fantasized about you, I fantasized about all these
24
    things, and you could ruin my life. And -- but I
25
```

```
24
    been fucked up. Like, I don't know. I've been
    depressing (sic) so many thoughts I thought that --
    there's this woird torment of -- I never felt that
    bafara
               WITNESS NO. 3: If there is a chance in hell
    for us or ((naudible)? To able to say to go somewhere
     clse (inaudible) but of course (inaudible) but if
     there is a chance in hell for us, and I mean even way
     down the road, you need to show some sort of real
     remorse and adult ability to put yourself in better
     situations.
11
12
               WITNESS NO. 1: (Inaudible).
13
               WITHERS NO. 3: I don't know about that.
               WITNESS NO. 1: You obsessed over the
14
15
     fucking (inaudible) things.
               WITNESS NO. 3: Just because I'm not an
16
     idiot and I knew someone and I knew something was
     going on. I know the person from the first time you
18
19
     talked about him. I need you to stop talking about
20
     him and then hit me or he's going to look at us, and
     then two calls, and then lied to about this and then I
21
     lied to -- asked you to tell me the truth and not
    fucking (inaudible) and things add up and I let it go
23
     and I did not (inaudible). Have you told me the
24
25
     entire truth?
```

```
WITNESS NO. 1: Would you rather I not tell
 2
    you?
               WITNESS NO. 3: For the sake of our
    relationship and any sort of future, I absolutely need
    to know every fucking truth. That's it. Obsessing
    and all that, that's on me. But the fucking truth is
     on vou.
              WITNESS NO. 1: I can't ever do back to
10
              WITNESS NO. 3: You need it.
              WITNESS NO. 1: No. No (inaudible).
11
              WITNESS NO. 3: You (inaudible).
12
13
              WITNESS NO. 1: Are you kidding me?
              WITNESS NO. 3: You don't have the option of
    telling (inaudible).
15
16
              WITNESS NO. 1: {Inaudible}.
              WITNESS NO. 3: Do you want a divorce?
17
18
               WITNESS NO. 1: I don't know what I want.
19
              WITNESS NO. 3: Have you spoken to him
20
    since?
21
              WITNESS NO. 1: No.
               WITNESS NO. 3: There are no other truths --
22
23
              WITNESS NO. 1: No.
               WITHESS NO. 3: E-mails? Phone calls?
24
     Texts?
```

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```
WITNESS NO. 3: You need to have any
     (inaudible) from here?
              WITNESS NO. 1: (Inaudible) I'm so ashamed
    of myself. I'm so ashamed. I feel like the only way
    to be really faithful to you is to love you with my
    whole heart because this is so unshaking. I moan, it
     is shaking. I don't want to be like this. I want to
     be strong and --
              WITNESS NO. 3: You didn't kiss him once
10
     (inaudible) when you came over?
              WITNESS NO. 1: No. I didn't.
11
              WITNESS NO. 3: And you've never been to his
    home other than those two times that one day?
13
              WITNESS NO. 1: No. No. I swear on that
14
15
    baby.
              WITHESS NO. 3: Never walked with him around
17
     the neighborhood?
18
              WITNESS NO. 1: No. Never.
19
     just told you the hardest thing ever. I swear, no.
              WITNESS NO. 3: I know everything?
20
              WITNESS NO. 1: You know everything.
21
              WITNESS NO. 3: And I've heard that several
22
     times this week, and I really want (inaudible).
23
              WITNESS NO. 1: I mean, do you still love me
24
    now? Because this is a pretty fucked up thing.
```

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WITNESS NO. 1: No, nothing. Zero percent.
              WITNESS NO. 3: Is there anyone else
    Linaudiblet?
              WITNESS NO. 1: No. No. Nothing, I tust
    felt surprised at all. I just think -- do you have
    those thoughts?
              WITHESS NO. 3: I've had those thoughts in
    the past, yeah, I told you that.
              WITNESS NO. 1: No, you haven't.
              WITNESS NO. 3: Yes, I have, but nothing
10
    like that. This is just a line that I know, and I
11
    have not fucked with that line. The closest thing
    that ever happened to me was I was blacked out and
13
     someone kissed me and I stopped it. And, yes, I was a
    coward for not telling you, and then I told you. And
    what I told you was --
17
              WITNESS NO. 1: You were like --
              WITNESS NO. 3: -- not your fault, not your
    fault. Not me being confused or any of that because
19
    of you, I was confused and I fucked up, and that was
21
              WITNESS NO. 1: But I'm telling you,
    don't blame you for Vegas. I don't blame you for
24
    this, but I do think that there's something wrong with
    the way that I --
25
```

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WITNESS NO. 3: I love you. I hate you
    right now. I have you for what you've done to
    yourself. (Inaudible). Look at me. I love you.
    Right now I just don't (inaudible) knowing that you
    lied to me this whole time. I still try.
    lied to me.
              WITHESS NO. 1: I'm so sorry. Like, I even
    don't know. I was just wanting so bad to get
    rid of all of my thoughts. I thought that would do
10
              WITNESS NO. 3: A woman who was raped and
    blackmailed 50 Shades of Grev style. How fucking
12
13
              And you never came? How long does it
14
    (inaudible)?
              WITNESS NO. 1: What do you mean? Like
    30 minutes in the morning and then I don't know how
    long -- that's how long I was there. 45 minutes
19
    (inaudible).
              WITHESS NO. 3: The whole time when you went
    over to get your keys. was still touching you and
21
    fingering you and all this shit?
              WITNESS NO. 1: Just coaxing and, you
23
24
              WITNESS NO. 3: If you want to --
```

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```
WITNESS NO. 1: It was just tormenting.
 2
              WITNESS NO. 3: To avoid to let that happen.
 3
              WITNESS NO. 1: Yeah.
              WITNESS NO. 3: How did you feel
     (inaudible)? Was he masturbating?
 5
              WITNESS NO. 1: He touched himself.
              WITNESS NO. 3: You never put your hand on
     him?
              WITNESS NO. 1: No. It was him trying to
 9
10
     make me feel good and, I don't know, whatever,
11
     dinaudible).
              WITNESS NO. 3: Do you think that you could
13
     ever heal and be able to have sex with me again?
              WITNESS NO. 1: I don't know. I thought
14
15
     about you. I know you would never (inaudible) -- you
16
     wouldn't chest on me like that.
17
              WITNESS NO. 3: I'm going to be honest with
     you and say I knew you lied and I knew something
18
     horrible had happened. But when you said it was ever,
19
20
    I tried to let go and I took a step in my life to
     not (inaudible) and to not stress, to lot you have
21
    whatever it was that you had to lie about. I had
22
23
     hoped that (inaudible) and it wouldn't be a
24
     relationship that showed me a lot, but I knew that I
     didn't want to deal with it because it will only hurt
```

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```
me so I'm not obsessing and loving you and (inaudible)
    loving and sink into myself.
2
              WITNESS NO. 1: Without being with me, it's
    so hard. I can't.
5
              WITHESS NO. 3: (Inaudible).
              WITNESS NO. 1: I wanted to because I just
    wanted to stop feeling the way that I feel. I hate
    it. I feel so quilty a lot of times.
8
              WITNESS NO. 3: The grass is always greener.
              WITNESS NO. 1: But it's not that. I don't
10
    have those thoughts. It's not the thoughts of "this
    would be better; this would be better." It's not
12
    that. It's more just like --
13
              WITHESS NO. 3: Did he ask for you to have
14
    sex with him?
15
              WITNESS NO. 1: No.
16
17
              WITNESS NO. 3: Did ask him?
18
              WITHESS NO. 1: No.
19
              WITNESS NO. 3: Did you guide him?
20
              WITNESS NO. 1: No.
              WITNESS NO. 3: Did you tell him what to do?
21
              WITNESS NO. 1: No. I don't --
22
              WITNESS NO. 3: Did you over want to have
    sox when you saw his face?
24
25
              WITNESS NO. 1: No. No. The only time I
```

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me because I was letting you go. WITNESS NO. 1: I know. WITHERS NO. 3: So last night was the worst 3 night ever and the night before hearing you question. WITNESS NO. 1: I'm sorry. WITNESS NO. 3: And when you started questioning. I didn't want to hear it because I had already started my healing. And you cannot suck me back into this loveless place where I loved so much 10 and I'm not loved or at least loved for. And I'm not 11 saving that you haven't done a lot and work at us, but after all that work and all that I've been to you 13 recently to have this happen on the day after birthday, fucked up. 14 15 WITNESS NO. 1: I know. WITHESS NO. 3: It sucks me back into this 17 tornado, but I need to know is this a real tornado because then I have a decision, do I get back into the 18 storm and ride it out, or do I just let the storm 19 happen and help you resettle? That is a question for 21 you to fucking answer. Sorry for the pressure, but this is on you. I am not going to emotionally put 22 myself back into this spot. Not going to (insudible) 23 24 just a pretty fucking (inaudible) all week because I

was letting go, changing and opening a new chapter for HARTFORD REPORTING & TECHNOLOGY 1514/77-0004 WWW.MITCHESTER TO BE A TECHNOLOGY WWW.MITCHESTER TO

32 was really turned on was in the very beginning and once he (insudible). WITHESS NO. 3: You're just going to let this man got away with this? WITNESS NO. 1: I don't know how to describe it. WITNESS NO. 3: He took such advantage of you. You need to tell. WITHESS NO. 1: No. I don't want you to --WITNESS NO. 3: If there's -- a time to 10 11 learn from this fucking lesson with , then you need to toll. Risk it. Risk the embarrassment. 12 WITNESS NO. 1: It's not like that, though, 13 WITNESS NO. 3: It's not like what? This 15 motherfucker is running for senator. WITHESS NO. 1: What else can help us? 16 WITNESS NO. 3: I know that he comes off as 17 this mother fucking manly hero and it's all about 19 resilience and honor and all that. 20 WITHESS NO. 1: I knew you would obsess. You're obsessed. WITHESS NO. 3: No. No. No. This was 22 23 when -- before that I know you were lying to me. 24 WITNESS NO. 1: Bullshit. Don't lie to me. 25 WITHERS NO. 3: I promise.

```
WITNESS NO. 1: You haven't looked today or
,
    vostorday?
              WITNESS NO. 3: Fuck no.
1
    birthday, you told me it was over, and I let it all
    go. I told you vesterday that devastating cry was
    about the kids because I knew that there was nothing I
    could do to control it. So not one fucking ounce of
    energy from me has been spent on learning about you or
    catching you or anything. I know -- I knew and I know
10
    that you lied to me, but I knew that nothing would
    come of it if I dug except for pain for mg. I didn't
11
12
    want to know. Every single person told me, "none of
    this adds up. Humans are mathematical; deducing she's
13
    cheating on you, " and I said --
14
15
              WITHERS NO. 1: But I'm not --
              WITNESS NO. 3: Stop. And I said. "I don't
16
    even care anymore. I don't want to know because it
17
    only hurts me." That's the fucking (inaudible).
18
    That's the truth. Anything I knew from before was
19
    when I was panicking a week before you did this
20
21
    knowing you had lied to me about this man. And I'll
22
    have you know. I can destroy his career in a half an
23
              WITNESS NO. 1: If you do that, then I would
24
    hate you.
```

35

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WITNESS NO. 1: Well, fine, then he's like
1
    Bill Clinton or whatever, but it doesn't mean he can't
    be a great governor. It doesn't mean he's not
    brilliant or when I -- when I go back those
    and (inaudible) a lot botter, that's the hard things,
     persuasive and --
              WITHESS NO. 3: Are you in love with this
7
              WITHERS NO. 1: No. I'm in love with the
     idea of -- of him, you know; not him.
10
               WITNESS NO. 3: You don't think you're
11
12
     falling in love with this guy?
13
              WITNESS NO. 1: No. I think that that takes
     an open heart, you know, like, both parties. I've
14
    never loved the way I love you. All of your worries
15
16
     are my worries except --
17
              WITNESS NO. 3: You know (inaudible).
18
              WITNESS NO. 1: I feel like in doing this
19
     I'm afraid that there's no way we could be together
20
    with you (inaudible) and me being okay because the
21
    thing that I have hated more than anything in our
    relationship is the researching everything, I hate it.
    I hate it more than I hate anything and --
23
              WITNESS NO. 3: And every time I've been
24
25
    right.
```

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```
WITNESS NO. 3: He took a picture of my wife
2
    naked as blackmail.
              WITNESS NO. 1: I would have you.
3
              WITNESS NO. 3: He took a picture of my wife
    naked as blackmail. There is no worse person. So you
    tell him -- actually, you tell him nothing. I don't
    want you in contact with this person ever again.
    If -- if you come to the conclusion that you want to
    try (inaudible) but you cannot (inaudible) would have.
    Take a cue from our 16-year-old.
              WITNESS NO. 1: There's a big difference.
11
12
              STINESS NO. 3: This man is a part of
13
14
    ruining our family and he's get away with it.
15
              WITNESS NO. 1: It's my fault, though. It
16
    really is, like --
17
              WITNESS NO. 3: Yeah, some of it is, but you
    didn't take his pants off, you didn't ask him to go to
18
19
    vour house, you didn't --
              WITNESS NO. 1: He's at fault. I know he is.
20
21
              WITHERS NO. 3: He's the one running for
    senator, not you. Or governor, not you. You cannot
22
    lot this man charade his life as this great.
23
    upstanding, everything, look at me, I've got it all
24
    together, and it's always bullshit.
25
```

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```
WITNESS NO. 1: Hot every time, Tock
    that. You look into shit all the time. No. not every
    time. Two times in fucking 12 years. One time
    really is the only time I've over really chested.
              WITNESS NO. 3: I was right that you would
    lie to me. I was right that you would cheat on me.
6
              WITNESS NO. 1: You haven't lied to me? You
    haven't looked through shit? You haven't --
    don't you dare try to pretend like you're this perfect
10
    man.
11
              WITNESS NO. 3: I'm not.
              WITNESS NO. 1: I don't search through your
12
    shit, so I don't know. For all I know you've had many
    conversations with women online. You've had many
14
     conversations with women through phone.
15
16
              Have you?
17
              WITNESS NO. 3: Yes, tons. No.
              WITNESS NO. 1: Have you?
18
              WITNESS NO. 3: No. I don't fucking do
19
     anything. I support you in everything. I come home,
21
    I'm with the kids.
              WITNESS NO. 1: In all this time you
22
23
    haven't?
              WITNESS NO. 3: No.
24
     fucking -- all my minutes are accounted for.
```

```
. WITNESS NO. 1: But you have all my minutes
3
              WITNESS NO. 3: No. I don't. Going to work.
    I don't know when you don't have clients. I don't get
    to go to work and have spaces. Spaces --
              WITNESS NO. 1: Bullshit, Tou have
    all kinds of time. I don't know when you do things.
    I would never in a million years look into that.
              WITNESS NO. 3: Okav.
              WITNESS NO. 1: I can't be with you if
10
    you're going to search into everything. It happened
11
    with the thought in my mind of --
12
              WITNESS NO. 3: Right, justifying your
13
    (inaudible) behavior.
14
              WITNESS NO. 1: No, no, it's not at all.
              WITNESS NO. 3: Well, listen, some people
16
    are just different, and if I'm a little suspicious on
    that kind of stuff, maybe that's somewhat on you and
18
19
    vour generosity or your commitment --
              WITNESS NO. 1: (Inaudible).
20
              WITNESS NO. 3: Okay. Okay. Other people
    are, too. So maybe that's a part of your commitment
22
    or generosity to go out of your fucking buffer zone
    and help somebody and say, "No, babe, I love you.
24
    Like, I promise we're" -- you know, blah-blah. But
```

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for a moment on the 20th when you were supposed to be
     out with your friends?
              WITNESS NO. 1: I was out with my friends.
    They thought I was talking to you. I lied to them.
              WITNESS NO. 3: Oh, the circles we weave.
 5
              WITNESS NO. 1: I don't know who I am.
 7
              WITNESS NO. 3: That's nice.
              WITNESS NO. 1: I'm so scared.
              WITNESS NO. 3: What do you want from me?
10
              WITNESS NO. 1: You (insudible) so strong.
              WITHESS NO. 3: Don't tell me that you're
11
12
     never going to see again.
              WITNESS NO. 1: Well, that was the worst.
13
              WITNESS NO. 3: No, because I finally
     (inaudible).
15
16
              WITNESS NO. 1: No. Fuck no. I've had such
17
     a -- are you fucking kidding me?
18
              WITNESS NO. 3: What did he say? Because
19
     obviously he picked up on something that I didn't.
              WITNESS NO. 1: It was horrible.
20
              WITNESS NO. 3: What did he say? What did
21
    he say that was not the truth?
22
              WITNESS NO. 1: It was how he acted to me.
23
     It was how he acted. So horrible.
24
```

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25

WITNESS NO. 3: And you (inaudible) I'm

instead you got angry and you do understand what that looks like, and you do understand what it looks like when I end up being right. WITHESS NO. 1: all of those other times, all of those other times, those millions of times that you were wrong, that's why I'm angry. WITNESS NO. 3: This has been a different weekend and week for me, and the last thing I want to do is he sucked back into your ternade that you were or that I was, okay. And this last week has been 10 fucking liberating and beautiful for me. 11 12 WITHESS NO. 1: I'm sorry for everything. WITNESS NO. 3: Yesh, me, too. 13 there's something I need to know. I need to know 14 you're not going to hurt yourself. I don't want make 15 this to become everwhelming and you do semething rash. 16 17 WITNESS NO. 1: Seriously? WITHESS NO. 3: Seriously. 18 WITHESS NO. 1: I did. I mean, to me doing that, it was weird. It was like I wanted that. I 20 21 wanted to hurt myself. WITNESS NO. 3: Could you have sex with mo 22 23 after this? This was last weekend. WITNESS NO. 1: No. Just --24 WITNESS NO. 3: And you just talked to him

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40
    back.
 2
              WITNESS NO. 1: No. III I'm telling you.
     it was horrible. When you left the room he said:
     "Something's changed in you this last three to four
    months, so tell me what the fuck is going on."
              WITHERS NO. 3: And what did you say?
              WITNESS NO. 1: I said: "Three or four
     months?"
              And he said: "Yeah. You're obviously
10
     chesting on him."
              WITNESS NO. 3: He was right.
              WITNESS NO. 1: Now wish that I --
13
     (inaudible) see, to be able to tell him I have never
    felt so scared in my life. It was so horrible.
14
              WITNESS NO. 3: You've been calm the whole
     time and you haven't told him the truth so --
              WITHESS NO. 1: No, bullshit,
    Whonever he said --
18
19
              WITHESS NO. 3: What did you say in
20
     response? Did you say no? Did you lie to him?
              WITHESS NO. 1: Yeah, I just said no. I
21
     couldn't say anything, . I just sat there. It
    was so uncomfortable. And he said: "Well, my wife
23
     cheated on mo, and I know what it looks like,
24
     Don't fuck around with me. I've been doing this for
25
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```
35 years, you know, and you know what, you're giving
    up. No wonder why you're sad,
    on your family. You are stopping out on your family."
              WITNESS NO 3: You don't fant like that was
    true?
              WITNESS NO. 1: You don't fucking talk to
    somebody like that, though, when you're a counselor.
    You really think that that's the best way to be a
    counseler?
10
              WITNESS NO. 3: I'm not a counselor. Maybe
    it is. I don't know. I do know that I trust him
11
12
    beyond what I understand.
              WITNESS NO. 1: I don't. It was horrible.
13
14
              WITNESS NO. 3: Well, that's an issue.
    (Inaudible) knows the truth.
15
              WITHESS NO. 1: I can't do it,
16
              WITNESS NO. 3: I would like to you think
17
18
     about that.
19
              Who also knows?
20
              WITHESS NO. 1:
                                  and are the
    only two people I told.
21
              WITNESS NO. 3: You told them the details?
22
              WITNESS NO. 1: Yeah.
23
              WITNESS NO. 3: And what did they say?
24
              WITNESS NO. 1: Well, they didn't say
25
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somebody else. I love the idea of us so much, I love
    it, but I also don't want to continue to fight all
    those feelings. And I know the second that you feel
    depressed, it sparks that in me, and it's not your
    fault, but it does do that. And if that's something
    that I can work on with a separate counselor, I would
    absolutely do that. I want to do that anyways. But
    there's no way in hell I'm seeing . I never felt
    more sick to my stomach.
              WITNESS NO. 3: I don't like the fact that
10
    you're in the position that in you're right now and
11
    you're making rules, saying nevers. I don't like
12
13
    that. And that's one of the things I don't like about
14
    this whole situation is that you make these decisions,
    you may think they're so solid and you stick with them
    because you're fucking stubborn like that. You're a
16
    cule maker.
17
              WITNESS NO. 1: I am?
18
              WITNESS NO. 3: I'm learning to be vory,
19
    very flexible. I ve done all
20
21
    these things, so you can dig the things that you say
22
    or things that you've done and thinking you know it
23
    all and defining everything.
              WITHESS NO. 1: I don't. We should probably
24
```

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let -- go into the grocery store. Park up

anything. Obviously it's out of character for me to do anything and that they didn't know what they would WITNESS NO. 3: They don't know what they would do, as in tall or (inaudible)? WITNESS NO. 1: Because I said it's killing me. I wanted to tell you so bad that first night, that's why I made sleep with me. It was just a year ago and I couldn't process the whole -- it's so bizarre. I don't know. I had so many mind games that day. Liko this scared, like, dislike, hate, pissed off, care -- you know. I mean, just every emotion I 12 felt so I just wanted to do something. I felt horrible. But --14 15 WITNESS NO. 3: You got it out of your 16 svstem? WITNESS NO. 1: I don't know. That's my 17 18 WITNESS NO. 3: But you don't know? 19 WITNESS NO. 1: The only reason why I say I 20 21 don't know is because I'm so jumbled without sleeping. and I know that the second that I'm around you and the 22 kids. I want -- I want -- I want to do whatever I can 23 to make us work. I can't envision a life without you 24 at all, and I can't envision a life with you with 25

```
44
    closer. It's 5:56.
1
              WITNESS NO. 3: (Inaudible) in your entire
    11107
 3
              WITNESS NO. 1: Nv ontire life, yes.
              WITNESS NO. 3: Is his number still under
5
                folder?
 6
              WITNESS NO. 1: Yes, I haven't touched it.
7
              WITNESS NO. 3: I don't know what to say
     right now except there will be zero contact if there's
     a chance. I don't even know what you're asking for.
     Are you asking for a chance? Because quit fucking
11
12
              WITNESS NO. 1: I know. I know. I know. I
13
14
     know. I know.
15
              WITNESS NO. 3: This is worse than the
     cheating. This is doing to take some processing for
16
     me in a new way. I do love you. Every goal and
     aspiration that I had with you is still the same. I
18
     don't know what that path looks like anymore than I
     did yesterday, although now I see half of it. All
20
21
     right. I see it half as clearly.
              WITHESS NO. 1: Do you think you would be
    able to not worry every single time my phone rings --
23
              WITNESS NO. 3: Now -- now you know what a
24
25
     slippery slope is and can do.
```

WITHESS NO. 1: Yeah. I know what a tornado 3 WITNESS NO. 3: I want to say and things if I feel like I've thought it through and it's necessary for me to say something like, you know, you'll never speak or see this person again, even if it's in the salon briefly, but I can't say that right now because I need to process this. But you need to quit fucking with me, and you need to tell me what it is that you want or what it is that you're willing to try because 10 11 you are at ground zero with trust right now. And that's everything to me because I have finally trusted 12 13 myself again. 14 I feel bad for you, and I want to help you, 15 but I really need my distance for a minute in many ways because you can't help me. 16 17 WITHESS NO. 1: Okay. WITNESS NO. 3: The ball is in your court as 18 to what you want to do, what you want to ask me to do. You feel free. You need to feel open. You need to 20 fael like I'm trustworthy. So if you're having a 21 thought, you need to tell me; you need to ask me. If 22 it's something I can do for you, I'll think about it, 23 and I'll do it. If it's something I can't, I'll think 24 about it, and I'll let me know why or when.

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47

25

NOTARIAL CERTIFICATE 1 2 3 STATE OF MISSOURI COUNTY OF ST. LOUIS) I, CARRIE A. CAMPBELL, RDR, CRR, MO CCR, IL CSR, and Notary Public in and for the State of Missouri, duly commissioned, qualified and authorized, de hereby certify that I reported the following tape-recorded conversations in shorthand and transcribed into typewriting, and that the foregoing pages correctly set forth the conversation of the partles, to the bost of my ability, and is in all respects a full, true, correct and complete transcript of the conversations. 10 I further certify that I am not of counsel or attorney for any of the parties in the conversation, not related to nor interested in any of the parties. 11 12 IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my Notarial Seal on this 8th day of January, A.D., 2018. 13 14 15 My Commission expires February 2, 2018. 16 17 18 Carrie a. Campbell Carrie A. Campbell, RDR CRR CSR CCR Certified Shorthand Reporter Certified Realtime Reporter 21 22 23 24

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www.hardordreporting.com

25

Right now I'm not going to bounce this ball. You're -- it's in your hands because you're fucking me up and taking me into your fucked up world, and I'm better off without that because I was doing well. I know I'm a stronger man than even I know that I am. and I know I'm a stronger man than you've ever thought So wa'll see. What it is, we'll see, I don't know, because I still don't know what you're asking. So when you have a question, you let me know. 10 I'm going to walk it off. Get groceries. 11 WITNESS NO. 1: [(inaudible). WITNESS NO. 3: This is exactly the time for 13 to you do this. I'm sorry, but you got to deal with however it is I have to deal with this right now. Let 15 16 17 WITNESS No. 1: (Inaudible). 18 WITNESS NO. 3: Go home and get your purse and come back. I'll be home with the kids. I'm 19 sorry. Look at me. I love you. (Inaudible) fucking 21 hate you. Our love is more stronger than (inaudible). but there's your honesty and there's mine. You (inaudible) -- you really do. Our love is so much 23 24 stronger than that. (Inaudible).

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U141737-0005

chris canpershell! <canpershell@yahoo.com.sg>

To 07/03/15 at 9:45 AM There is another woman in your home right now. l'm assumi ng you're out of town again. If you want to know more contact me canpershell@yahoo.com.sg here. l'm sorry. This isn't fake or spam. They are at the Marvla nd addres Chris

Sheena Chestnut Greitens



Thanks very much for writing. I'm travelling from June 24 to July 5 with limited access to email. I look forward to responding to your message when I return.

Sheena Chestnut Greitens
Assistant Professor, University of Missouri

Non-Resident Senior Fellow, Brookings Institution http://www.brookings.edu/experts/greitenss

http://polltlcalscience.missouri.edu/people/greitens.shtml

To; Sheena Greitens

Today was not the first time he has had her in your home.

From: Sheena Chestnut Greitens.

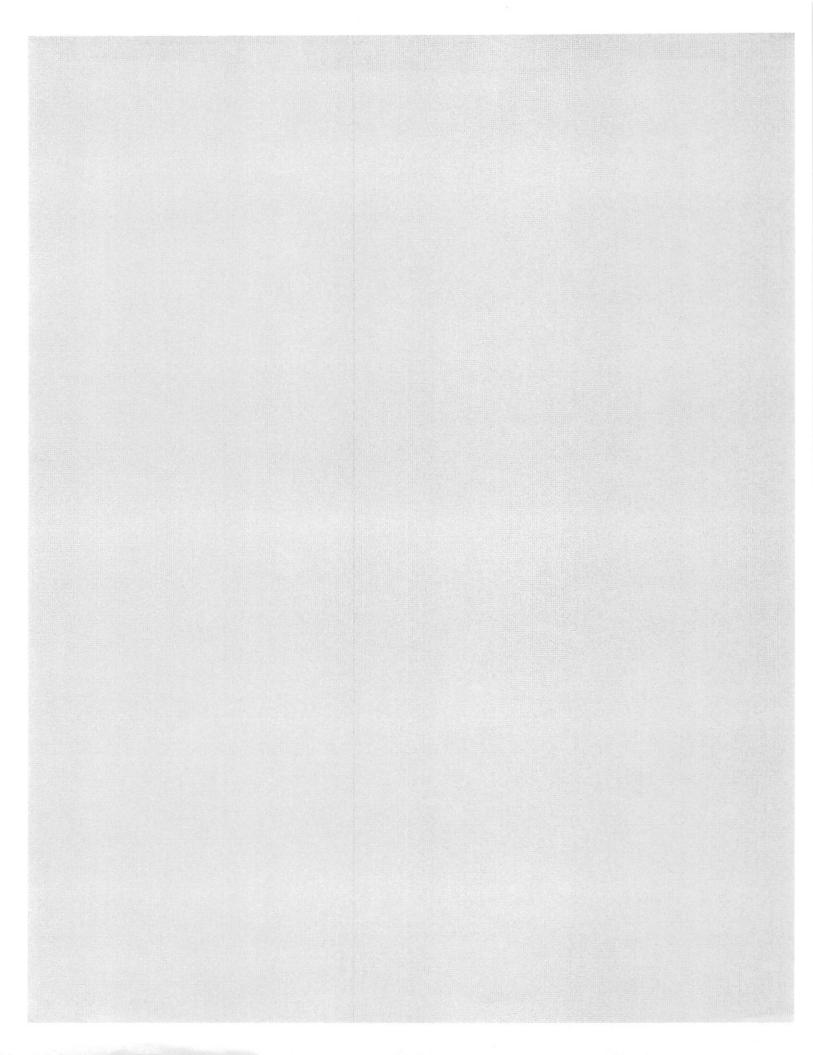
To: <canpershell@yahoo.com.sg>;

Subject: Out of the office June 24-July 5 Re: Another woman with eric

Sent: Fri, Jul 3, 2015 2:49:00 PM

Thanks very much for writing. I'm travelling from June 24 to July 5 with limited access to email. I look forward to responding to your message when I return.

Sheena Chestnut Greitens
Assistant Professor, University of Missouri
Non-Resident Senior Fellow, Brookings Institution
http://www.brookings.edu/experts/greitenss
http://politicalscience.missouri.edu/people/greitens.shtml





Michael	Hafner	<	>
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Invitation (mike@	: Finance Meeting @ Wed Jan .com)	7, 2015 10am - 12pm
	<egreitens@missioncontinues.org></egreitens@missioncontinues.org>	Tue, Jan 6, 2015 at 1:57 PM
To: "mike <dlaub@greite< td=""><td>Greitens <egreitens@missioncontinues.org com" <mike@ nsgroup.com></mike@ </egreitens@missioncontinues.org </td><td>com>, "dlaub@greitensgroup.com"</td></dlaub@greite<>	Greitens <egreitens@missioncontinues.org com" <mike@ nsgroup.com></mike@ </egreitens@missioncontinues.org 	com>, "dlaub@greitensgroup.com"
Finance	Meeting	more details »
When	Wed Jan 7, 2015 10am - 12pm Central T	me
Video call	https://plus.google.com/hangouts/_/missioncontinues.org/dlaub-mike	
Calendar	mike@	
Who	Eric Greitens - creator dlaub@greitensgroup.com	

Invitation from Google Calendar

Going? Yes - Maybe - No more options »

You are receiving this email at the account mike@ .com because you are subscribed for invitations on calendar mike om.

To stop receiving these emails, please log in to https://www.google.com/calendar/ and change your notification settings for this calendar.

invite.ics





Michael Hafner

Donor lists

Krystal Taylor <ktaylor@greitensgroup.com>

To: Danny Laub <dlaub@greitensgroup.com>, Michael Hafner <mike

Tue, Jan 6, 2015 at 2:01 PM

All donors 1k total and up - The Mission Continues list

EG fnce prospects - Mason Fink's list

Fundraising tacker list - our internal list (Danny has access to updated google doc.)

Schweich list - Steve Michael sent over many months ago

Krystal Taylor Vice President The Greirens Group Direct: 314-833-6269

4 attachments

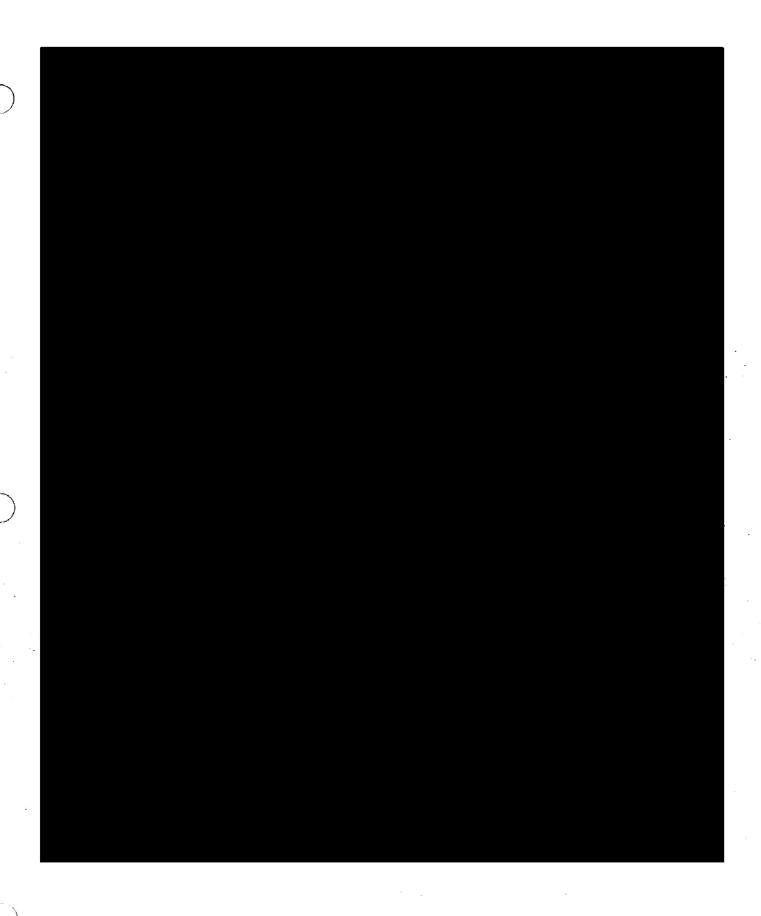
All donors 1K total and up - as of 5-7-14.xlsx

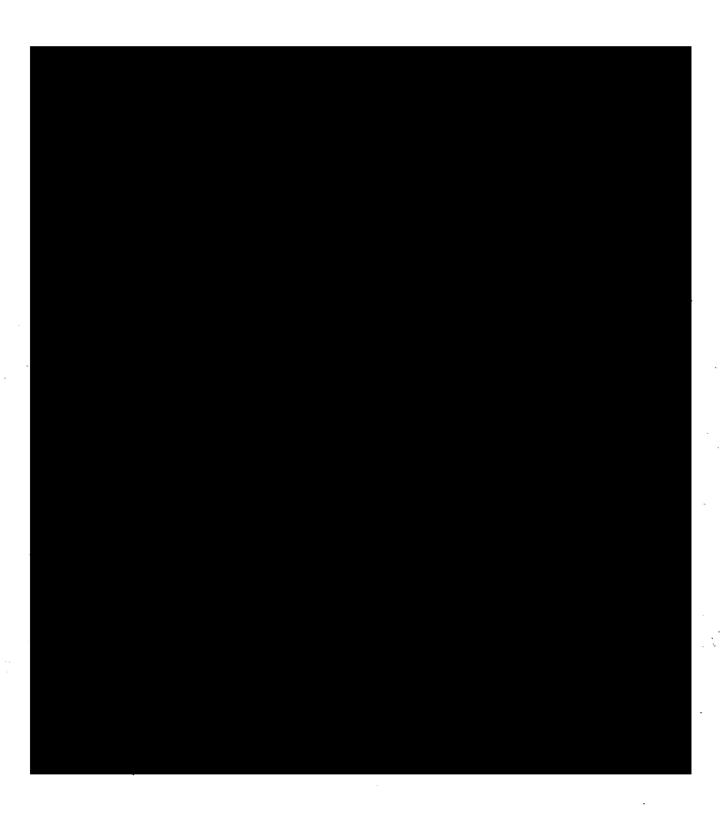
EG fnce prospects 061714.xlsx 68K

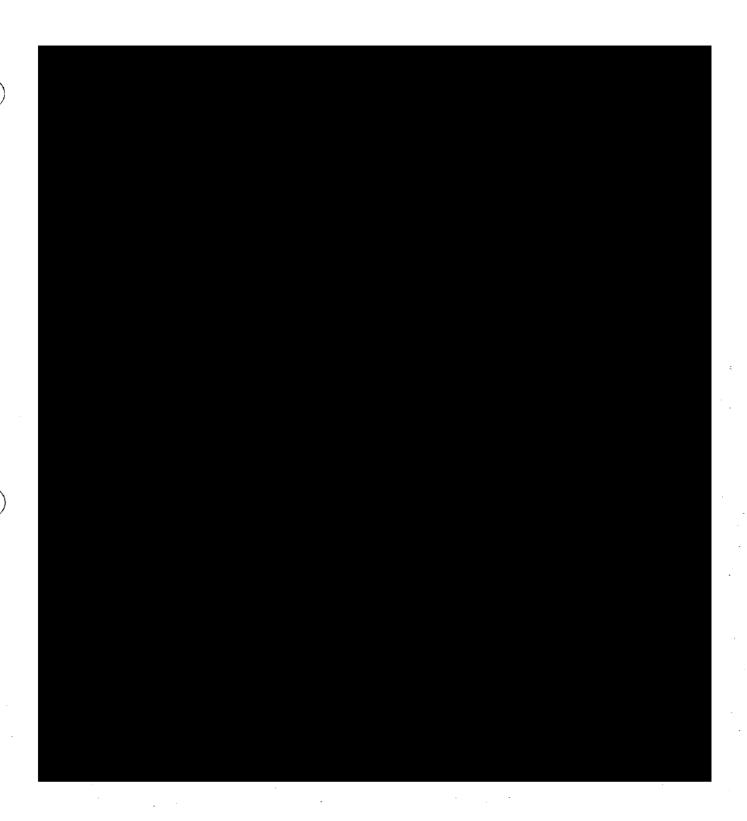
Fundraising Tracker - as of Oct 10, 2014.pdf 67K

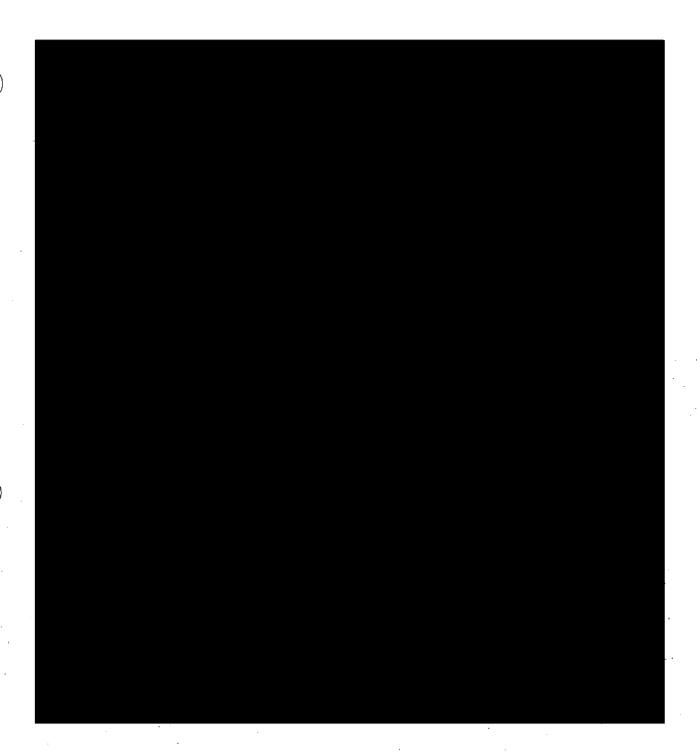
Schweich list.xisx 489K

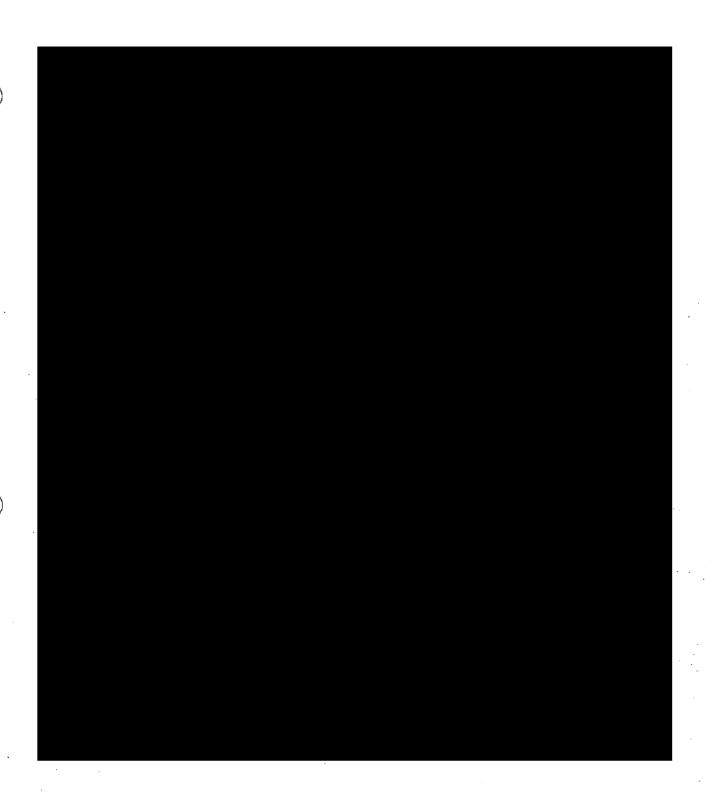
Attachment No. 1 to email from Krystal Taylor, January 6, 2015



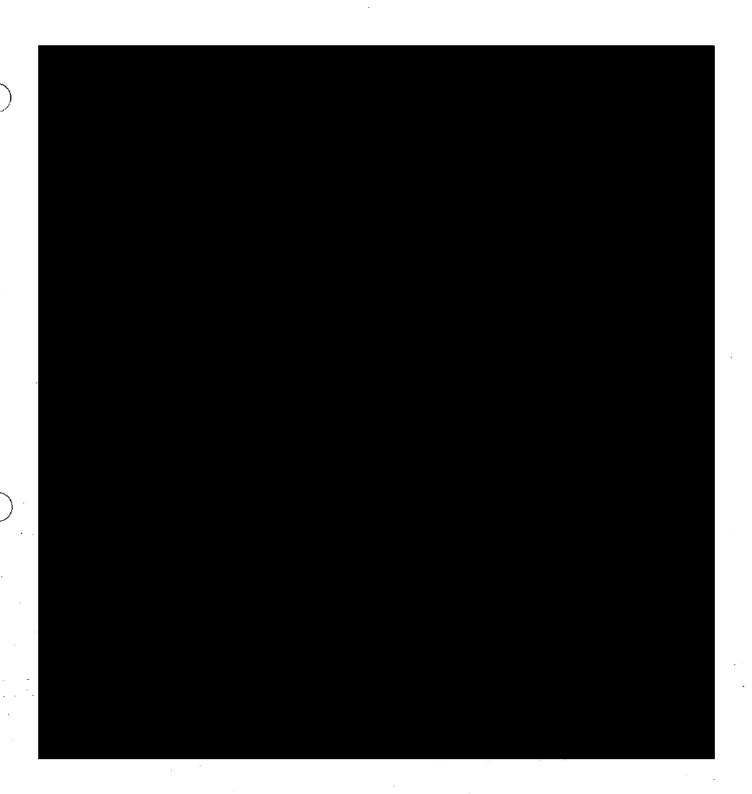




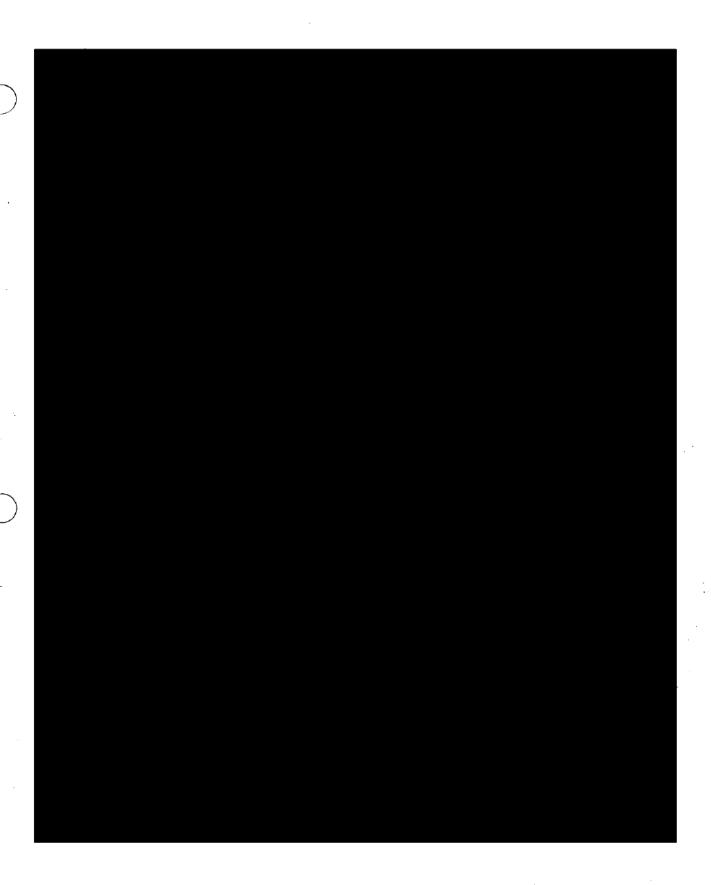


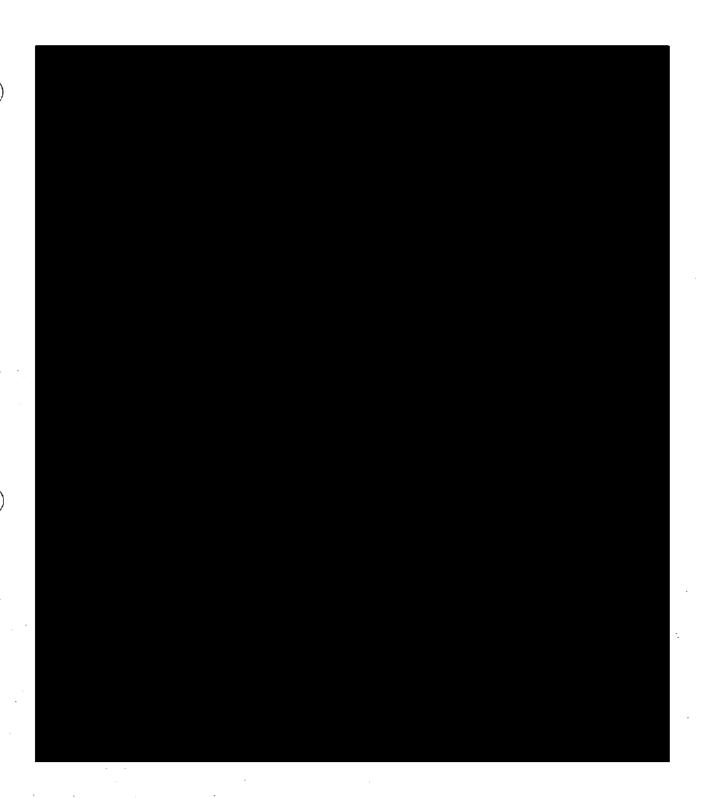






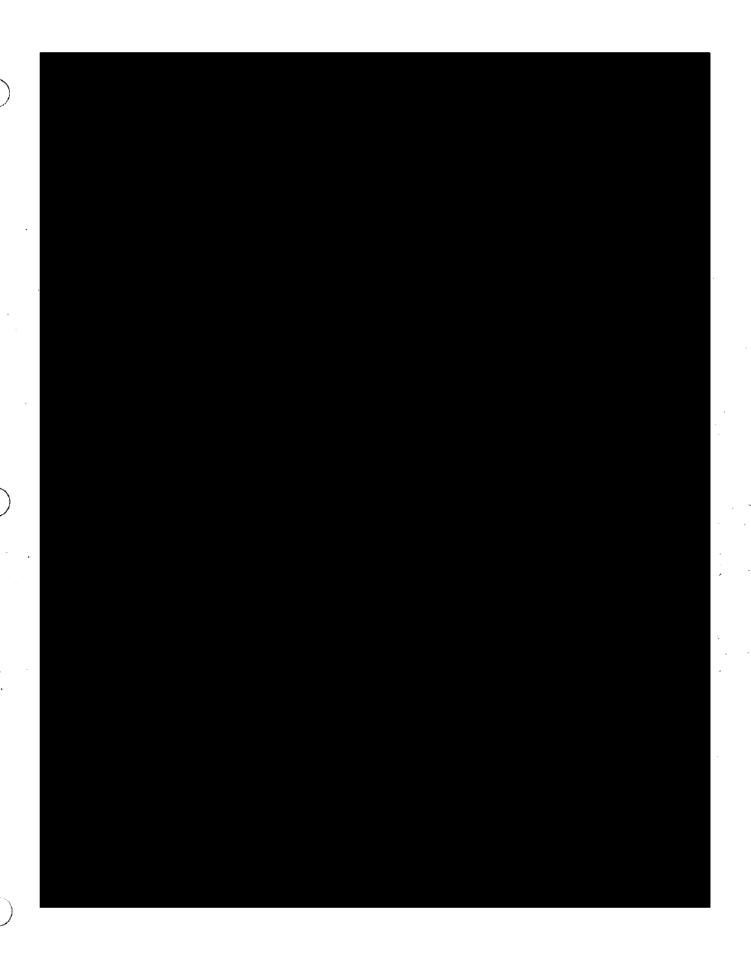




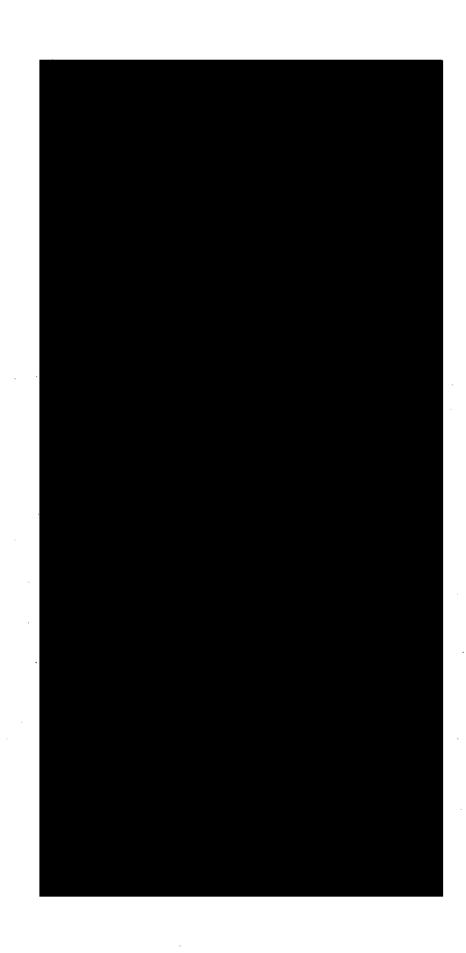




Attachment No. 2 to email from Krystal Taylor, January 6, 2015



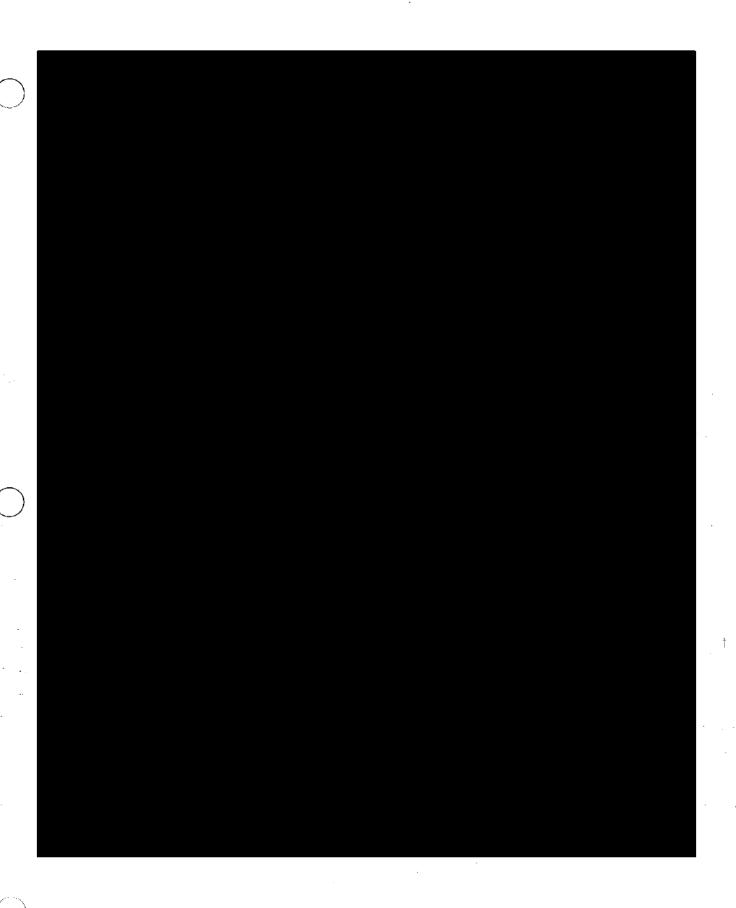




Attachment No. 3 to email from Krystal Taylor, January 6, 2015









Updated Invitation: 2016 Finance Meeting @ Mon Jan 19, 2015 12:30pm - 2pm (mike@

Eric Greitens <egreitens@missioncontinues.org>

Mon, Jan 19, 2015 at 9:33 AM

Reply-To: Eric Greitens <egreitens@missioncontinues.org>

To: "mike@ '<mike@

. "dlaub@greitensgroup.com"

<dlaub@greitensgroup.com>

This event has been changed.

2016 Finance Meeting

more details »

Owner: Danny

Objective: Danny and Mike will build agenda.

When

Changed: Mon Jan 19, 2015 12:30pm - 2pm Central Time

Where

Eric's Office (map)

Video call

https://plus.google.com/hangouts/_/missioncontinues.org/dlaub-mike

Calendar

mike@

Who

- · Eric Greitens creator
- · dlaub@greitensgroup.com
- mike@

Going? Yes - Maybe - No more options »

Invitation from Google Calendar

You are receiving this email at the account mike@

because you are subscribed for updated invitations on calendar

To stop receiving these emails, please log in to https://www.google.com/calendar/ and change your notification settings for this calendar.

그 invite.ics





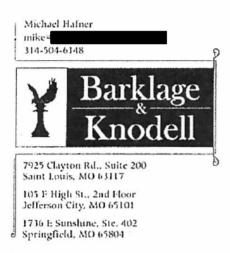
Action Items from Today's Meeting

Michael Hafner <

Mon, Jan 19, 2015 at 6:18 PM

Mike

Get name of graphic designer EG/KT use and start laying out donor packet Meeting with Lindsay Hodges and Krystal Taylor regarding TMC contribution list (meet with sometime this week) Ask Steve Grand about Norm McLelin and Patrick Bryne (best way to approach them?)



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SalesForce - Need data extracted

Krystal Taylor < ktaylor@greitensgroup.com> To: Michael Hafner <

Wed, Jan 28, 2015 at 4:11 PM

Cc: Chris Bobak <cbobak@greitensgroup.com>, Danny Laub <

Mike.

I just talked with Chris, and we both have a lot on our plates right now. I don't want to hold up the call list, so I'd suggest the following:

1) You should log into our salesfroce account and search for the names. The search button is at the top, Just type in the name, and then a list of contacts will pop up. Find the one you're looking for. Once you click on the contact name scroll down and the contact info is on the right side.

Go to: salesforce.com

User: eric@areitensaroup.com

Password:

- 2) Some of these will not be in salesforce. If not, I would suggest checking The Mission Continues list. Attached here.
- 3) Once you have exhausted 1 and 2, send back to me. And I'll hunt for the missing numbers or let you know that EG will have in his cell phone.

Sounds good?

Thanks!

Krystal

On Wed, Jan 28, 2015 at 1:00 AM, Michael Hafner

> wrote:

Attached is the initial fundraising list that I need contact information extracted from salesforce. Since I have never used salesforce I am open to your suggestions on how best to do this.

I will be building the call lists from this initial list but first I need the contact information that Eric already has for these people (and I assume that is all in SalesForce?). Once I get the contact information I can input all my notes on these people and start prioritizing.

Any thoughts on how best to do this?

Thanks!

Mike

Ensul Tactor Vice President The Grenens Group Direct: 314-833-6269

All donors 1K total and up - as of 5-7-14.xlsx







SalesForce - Need data extracted

Michael Hafner

Wed, Jan 28, 2015 at 1:00 AM

To: Krystal Taylor <ktaylor@greitensgroup.com>, Chris Bobak <cbobak@greitensgroup.com>, Danny Laub

All,

Attached is the initial fundraising list that I need contact information extracted from salesforce. Since I have never used salesforce I am open to your suggestions on how best to do this.

I will be building the call lists from this initial list but first I need the contact information that Eric already has for these people (and I assume that is all in SalesForce?). Once I get the contact information I can input all my notes on these people and start prioritizing.

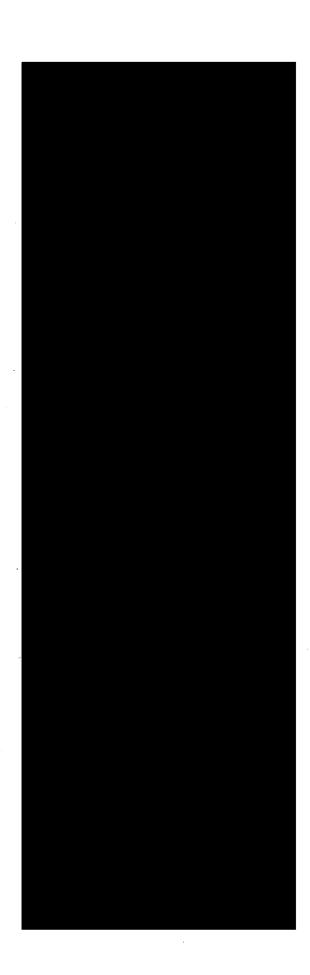
Any thoughts on how best to do this?

Thanks! Mike

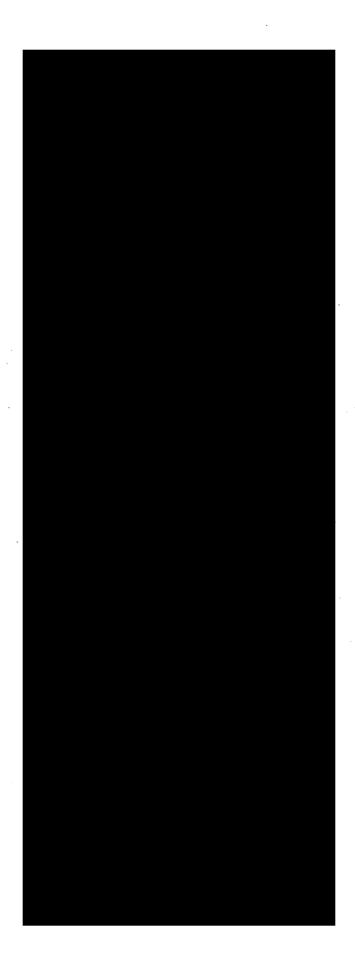
List 1 for SalesForce 01282015.xlsx

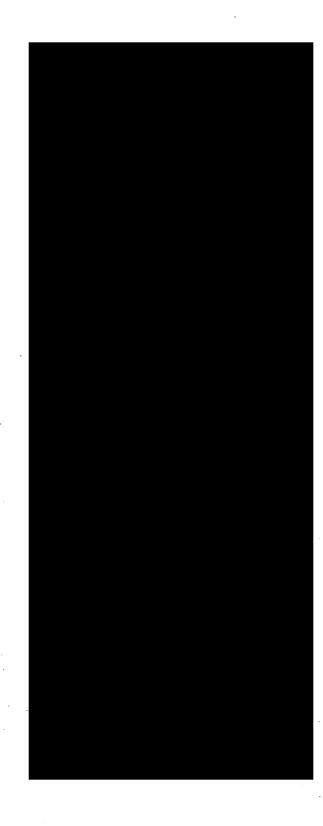
Email attachment from Michael Hafner, January 28, 2015:

"List 1 for Salesforce 01282015.xisx"



Page 4 of 6





Page 6 of 6



Fundraising Document

Michael Hafner • To: Danny Laub • Mon, Feb 2, 2015 at 11:39 PM

See attached. The prospecting tab is what you want to look at. This is a list built from roughly 5 lists (TMC donor list, the one random list, the Mason Fink List, Top 200 traditional R donor, and Top 15 R Super Donor list). I hope it is at a point where it is streamlined and we can start working solely off of this list. What I need asap is Eric's help to revamp this list (with new ask amounts keeping in mind our new fundraising goal and prioritizing the list), and then I can start turning out call lists.

It is more complicated than running a regular fundraising program because the majority of our plan is based on engaging a whole new group of non-traditional R donors that I will only have limited background research on, hence why I need Eric's guidance one more time on these donors and then we can get rocking.

Thanks, Mike

Greitens for Missouri Finance 02022015.xlsx



Email attachment from Michael Hafner, February 2, 2015: "Greitens for Missouri Finance 02022015.xlsx"

Greitens for Missouri Phase I Exploratory **Finance Summary** February 2, 2015 \$0.00 1st QTR COH 1st QTR Goal \$500,000.00 1st QTR Collected \$0.00 1st QTR Committed \$10,000.00 \$10,000.00 Eric and Sheena Greitens \$50,000.00 \$10,000.00 \$5,020.16 TOTAL COLLECTED \$0.00?

TOTAL COMMITTED S210;564:48

Greitens for Missouri Phase II Post-Announcement Finance Summary February 2, 2015

1ST QTR COH		\$30,000.00
2nd QTR Goal		\$2,000,000.00
2nd QTR Collected		\$0.00
2nd QTR Committed		\$2,007,534.00
First Name 1	\$100,000.00	<u> </u>
First Name 2	\$100,000.00	
First Name 3	\$75,000.00	
First Name 4	\$75,000.00	
First Name 5	\$75,000.00	
First Name 6	\$75,000.00	
First Name 7	\$75,000.00	
First Name 8	\$75,000.00	
First Name 9	\$75,000.00	
First Name Last Name 10	\$50,000.00	
First Name Last Name 11	\$50,000.00	
First Name Last Name 12	\$50,000.00	
First Name Last Name 13	\$50,000.00	
First Name Last Name 14	\$50,000.00	
First Name Last Name 15	\$50,000.00	
First Name Last Name 16	\$50,000.00	
First Name Last Name 17	\$50,000.00	
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First Name Last Name 31	\$25,000.00	
First Name Last Name 32	\$25,000.00	

First Name Last Name 33	\$25,000.00
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First Name Last Name 95	\$5,001.00	
First Name Last Name 96	\$5,001.00	
First Name Last Name 97	\$5,001.00	
First Name Last Name 98	\$5,001.00	
Friends and Family Letter 1	\$15,000.00	
Friends and Family Letter 2	\$15,000.00	
ROTAL COLLECTED		\$0:00
TOTAL COMMITTED		\$2,007,534.00
The second secon	neer in the second at the second and	CHARLES OF THE STATE OF SHIP SHIP SHIP SHIP SHIP SHIP SHIP SHIP



Call List

Michael Hafner To: Danny Laub Mon, Feb 2, 2015 at 3:22 PM

Here is the list I gave to Eric. To my knowledge he did not make any calls from this list.

There are a lot of updates I have made since Weds which I have in my master spreadsheet, however, so let me know if you are making additions or edits to this list.





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On Sun, Feb 1, 2015 at 10:40 PM, Danny Laub dlaub@greitensgroup.com wrote: Can you send me the call list you gave Eric on Thursday?

Thanks!!!



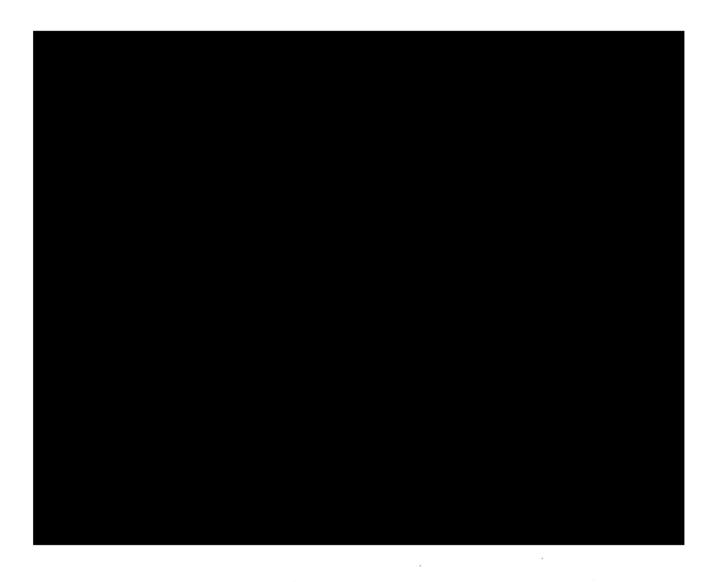
Email attachment from Michael Hafner, February 2, 2015: "Draft1.xlsx"

Page 9 of 24













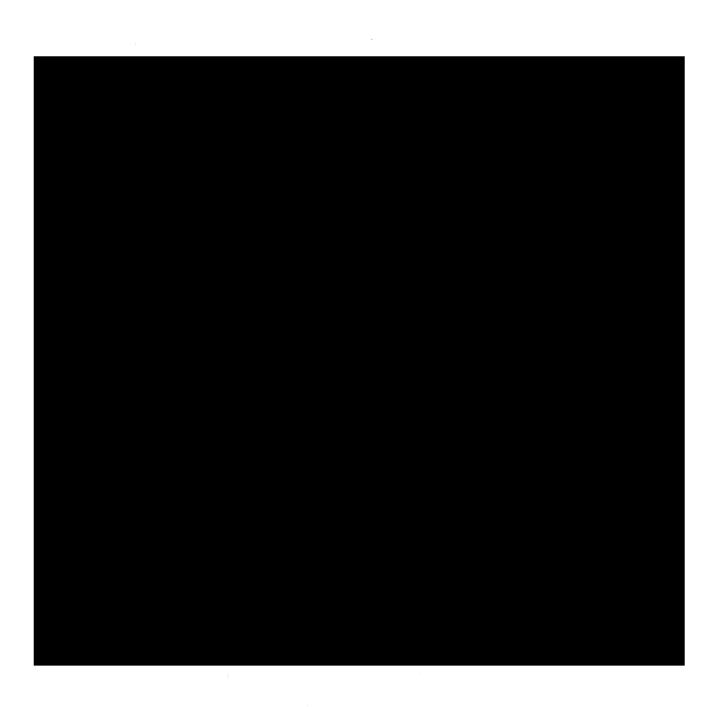






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Michael Hafner <

GFM Call List - February 5, 2015

Michael Hafner

Thu, Feb 5, 2015 at 1:11 PM

To: Eric Greitens <eric@greitensgroup.com>, Danny Laub

Please find a call list attached. Moving forward ideally these lists will be updated daily and sent to you nightly (especially when you are traveling), but there are many days when you may not be able to make all the calls listed.

In order to mange this process most efficiently, I will need to know after you have connected with a donor or received a commitment so I can appropriately follow up with them. The best way to notify me of updates is via e-mail, text or phone conversation (eg, immediately if immediate action is required, or nightly via a brief e-mailed summary of the calls made that day).

This will be a work in progress for a while, so for the time being, please do not call anyone you are uncomfortable with or if feel you lack any information that is needed on a specific donor. Also, we have not been able to discuss updates on the ask amounts (since we changed the timing of exploratory vs. first 6-8 weeks) so some of these asks are most likely lower than what we can get. (But if in doubt, always aim high!) Of course, feel free to ask me if you have any questions on anyone.

Thanks, Mike

GFM Call List 01-02042015.docx



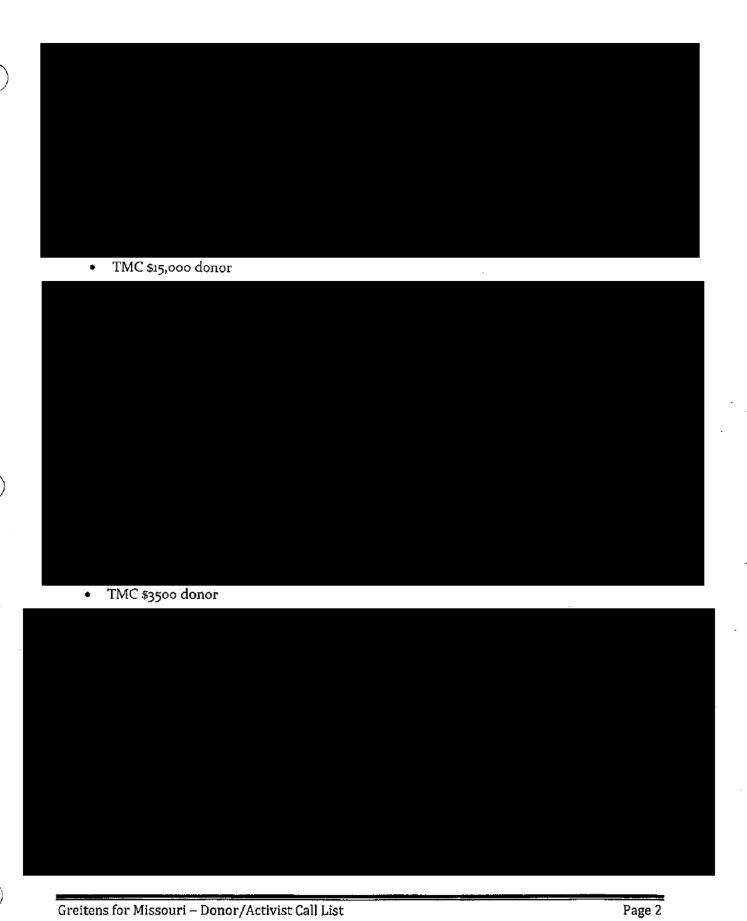
Email attachment from Michael Hafner, February 5, 2015:

"GFM Call List 01-02042015.docx"

Greitens for Missouri

Thursday, February 5, 2015 Weekly Call List

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_	•	TMC Leadership	Committee			 	
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	•	\$18k+ TMC donor					



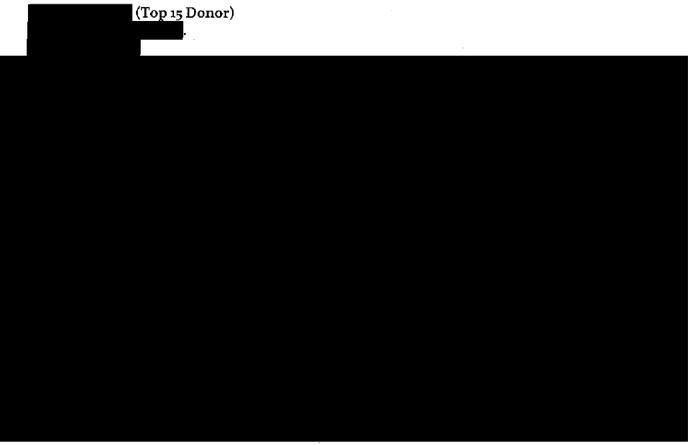
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\$5200 TMC donor. TMC \$75k donor TOP 15 MO DONORS (Top 15 Donor)

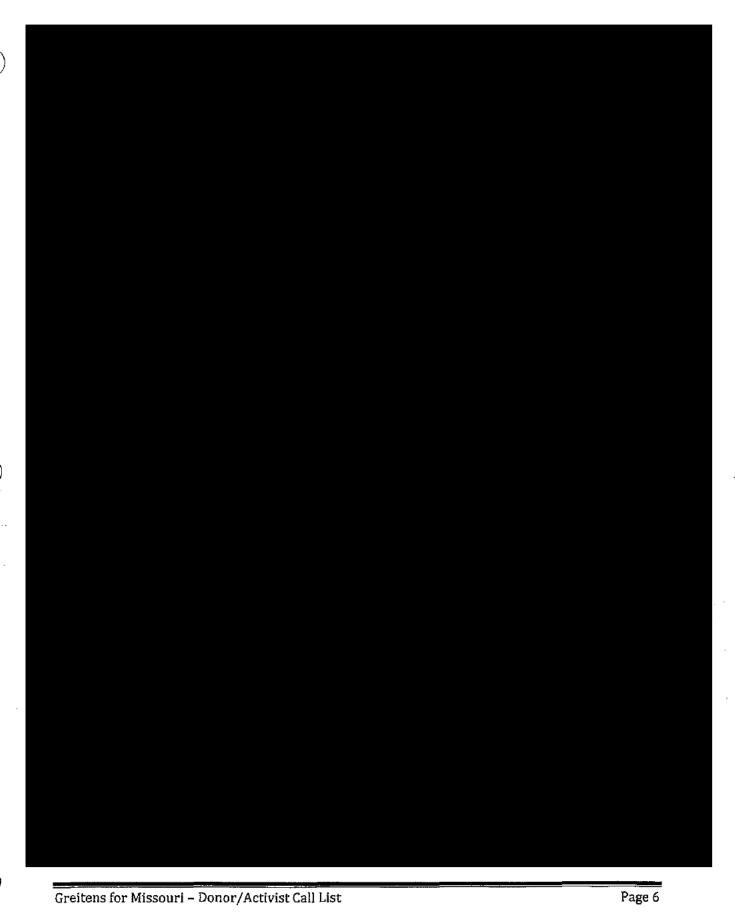
Greitens for Missouri - Donor/Activist Call List

Page 4

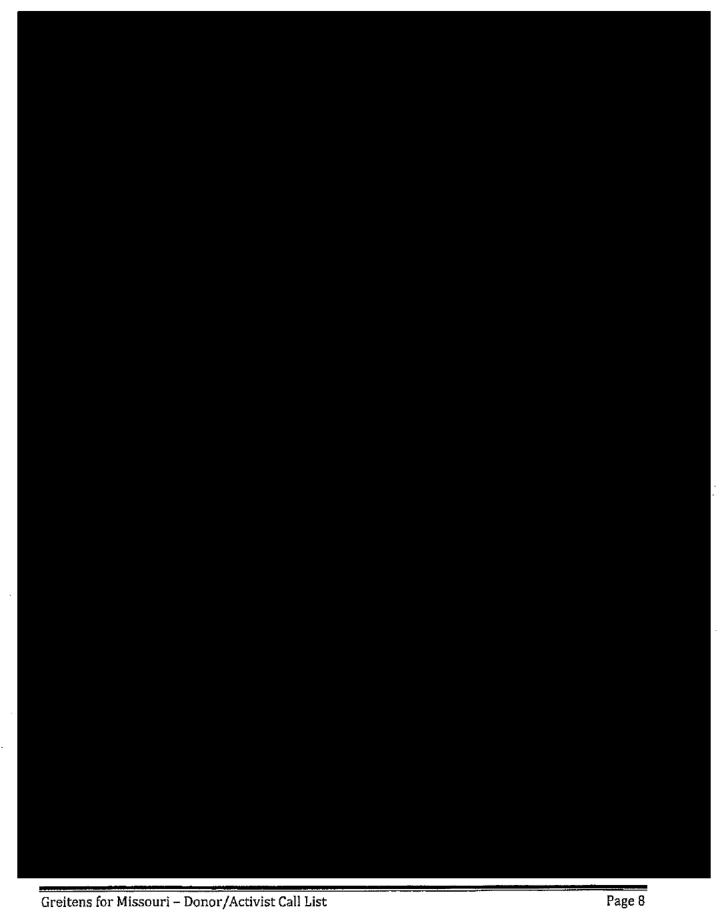




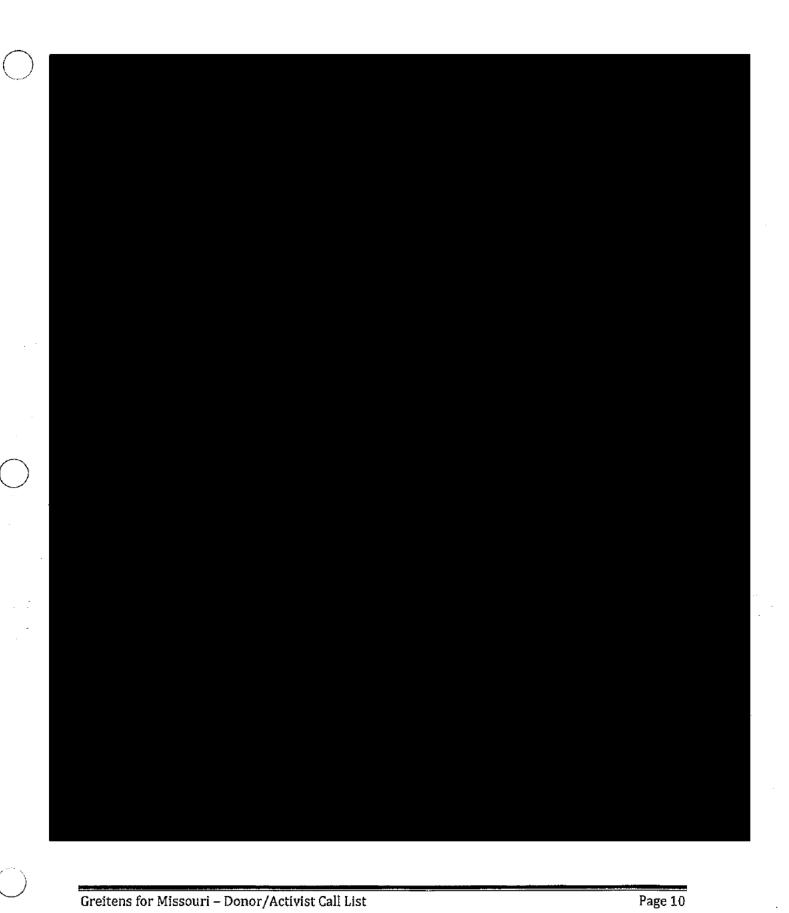
Greitens for Missouri - Donor/Activist Call List







is TMC \$30k donor Son









Michael Hafner <

GFM Call List - February 17, 2016

Michael Hafner

Tue, Feb 17, 2015 at 7:53 AM

To: Eric Greitens <eric@greitensgroup.com>, Krystal Taylor <ktaylor@greitensgroup.com>

Please see attached call list. I have made some minor adjustments to the format and have listed the monthly objective at the top of page 1. Moving forward I will send a revised list nightly for the following day (given that you are able to complete the day's calls and I receive feedback). My goal is to make this process as efficient as possible for the both of us so please let me know if you have a few minutes to discuss this later today. I can follow up with KT on availability if that works.

Please let me know if any questions.

Thanks, Mike

GFM Call List 01r-02162015,docx 74K

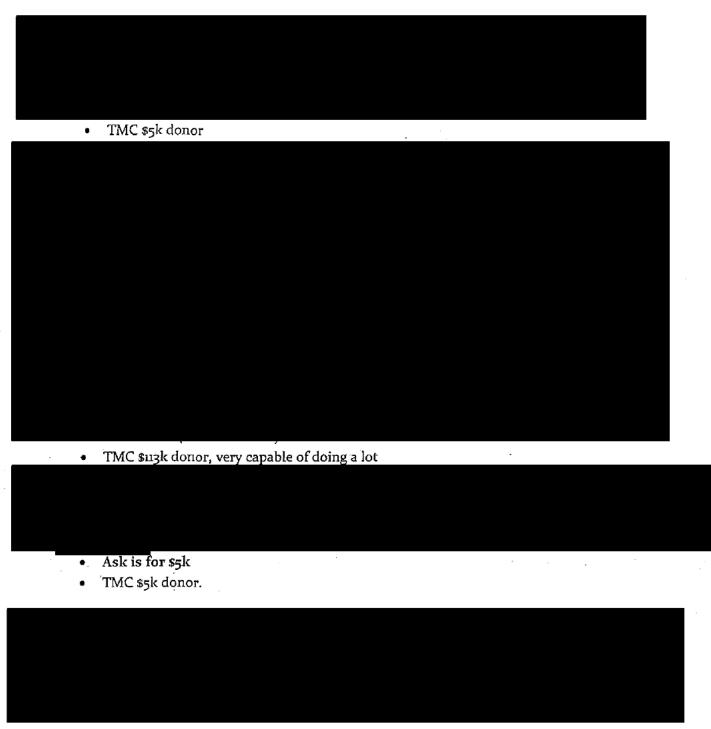


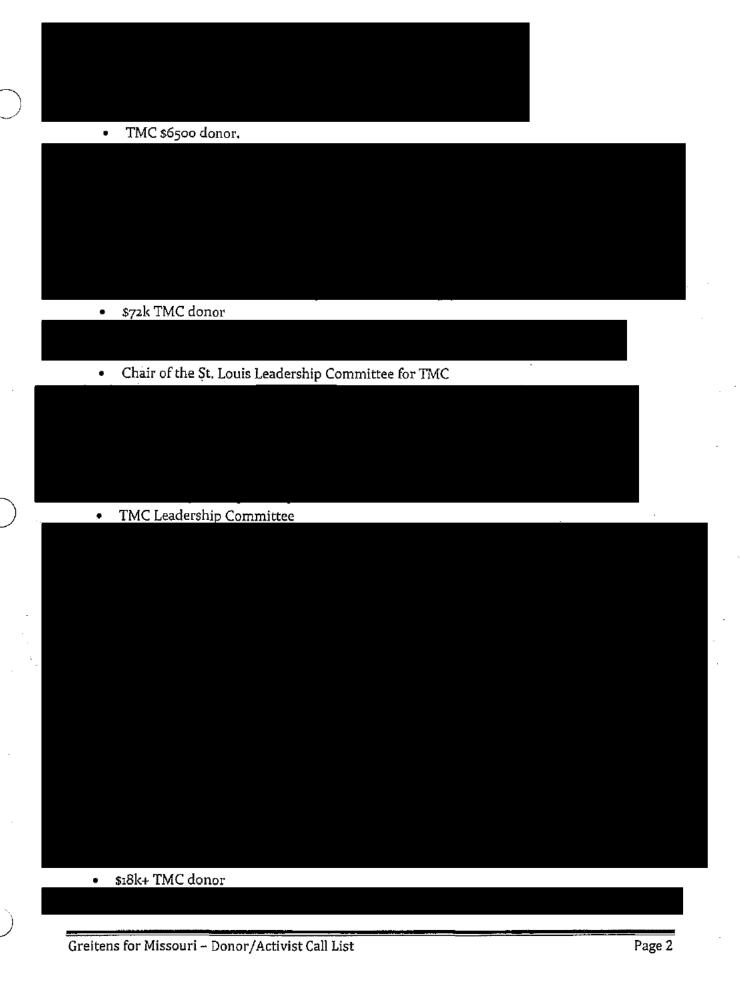
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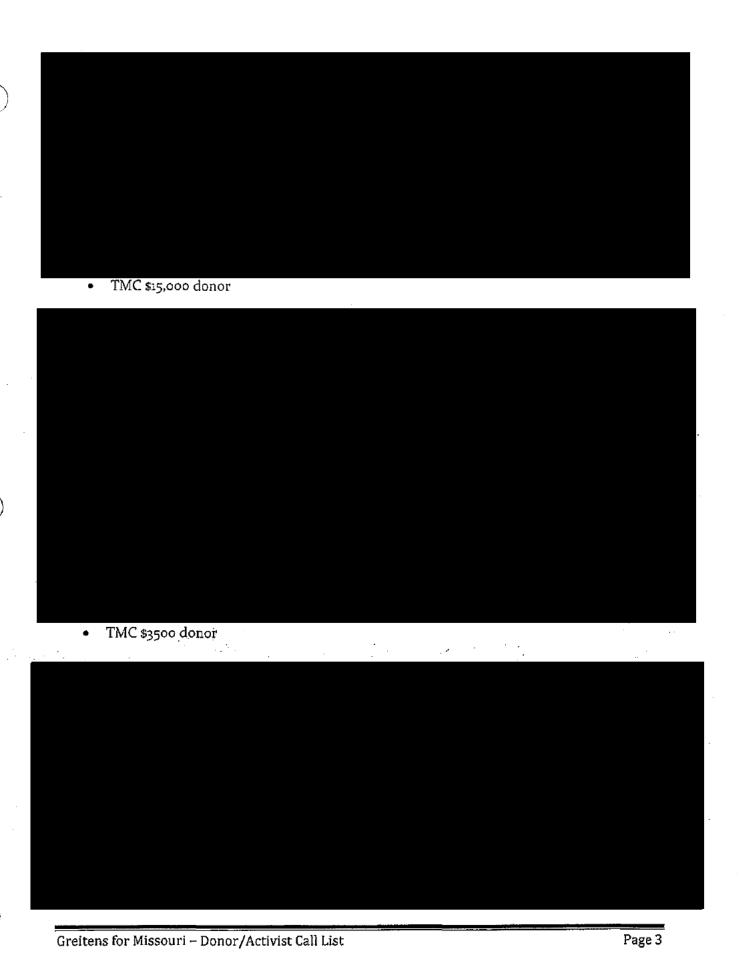
Greitens for Missouri

Tuesday, February 16, 2015 Weekly Call List

February 2016 Objectives: (1) Raise \$150k among EG close contacts/non-traditional R donors (2) Identify additional non-traditional donors to raise add'l \$75k by end of Q1 (3) Confirm 3 fundraiser event dates in March or April







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	\$23	oo TMC donor						,
	• TM	C \$40,000 donor						-

\$5200 TMC donor.



- TMC \$75k donor
- 2012: Contributed \$25000 to Romney Victory PAC, \$2500 to Romney, \$22,500 to RNC

TOP 15 MO DONORS

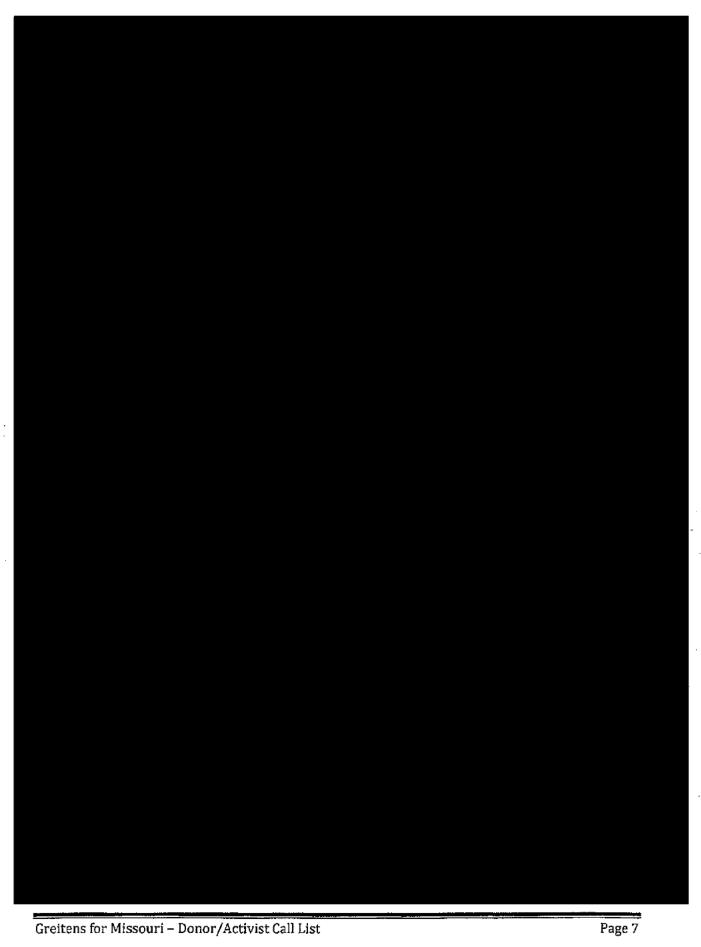
Ask to meet with you at a convenient time following book tour. will do \$10,000 corporate checks to candidates they support, but give personally at least at that level too. He is very involved in Very charitable, active in a wide range of civic and charitable organizations in St. Louis. Serves on the executive boards of the He maxes out to federal candidates and gives \$2,500 - \$10,000 to House and Senate party committees. Pro-Business, Pro-Growth, fiscally conservative Pro-international trade, very heavily involved in promoting trade between STL region and 2014: Contributed \$15k to Hanaway 2012: Contributed \$25k to Ed Martin, 2011: Contributed \$25k to Kinder (and \$25k from Emerson to Kinder) He maxes out to federal candidates and give \$2,500 - \$10,000 to House and Senate party committees. He gives \$25,000 to MRP each cycle. (Top 15 Donor) CEO, Ask for a meeting after your book tour. Started companies in 1984. VERY STRONG Right to Work advocate headquartered in Missouri, 2014: Contributed \$5,000 to Stream, \$10k to HRCC. 2010: Contributed \$40k to 2008: Contributed \$80k to Republican District Committee, \$100k to Committee , \$10k to Brad Lager Member Fund, (Top 15 Donor - Hanaway supporter) Chairman and CEO,

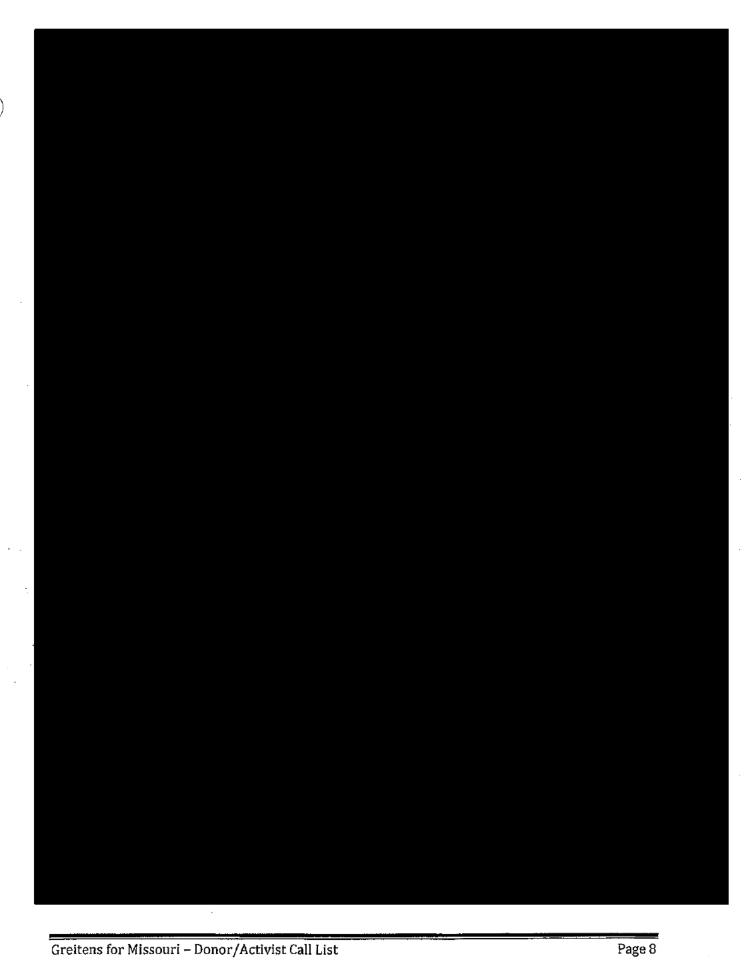
Call to introduce and ask if he'd be willing to meet with you after your book tour and that
you are thinking of running for office in 2016.

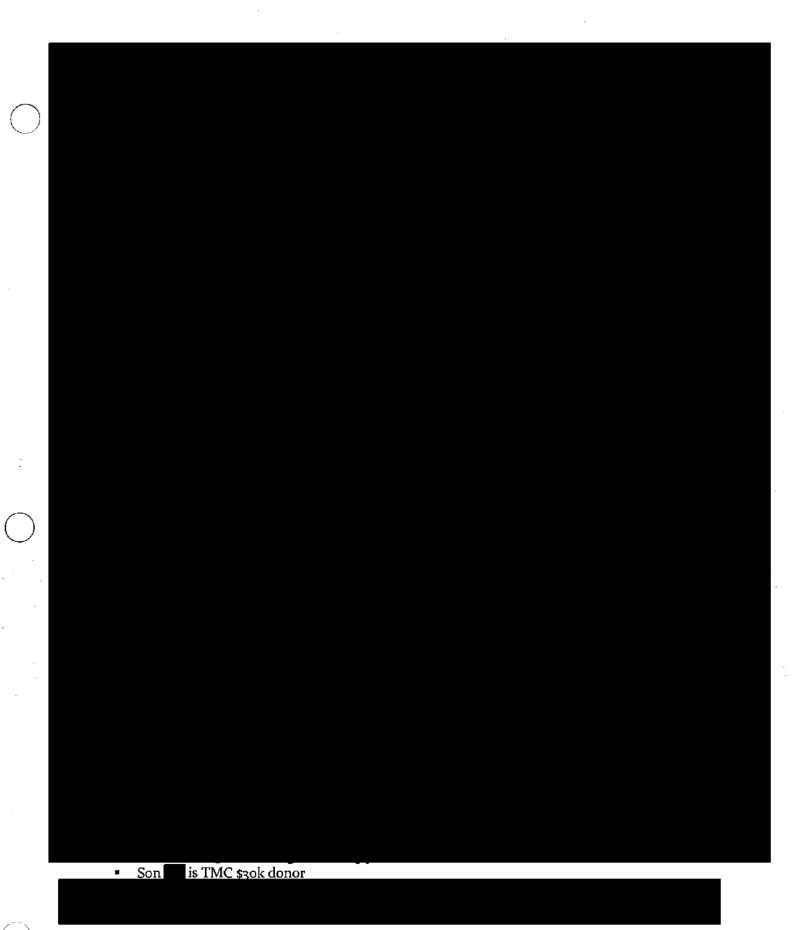
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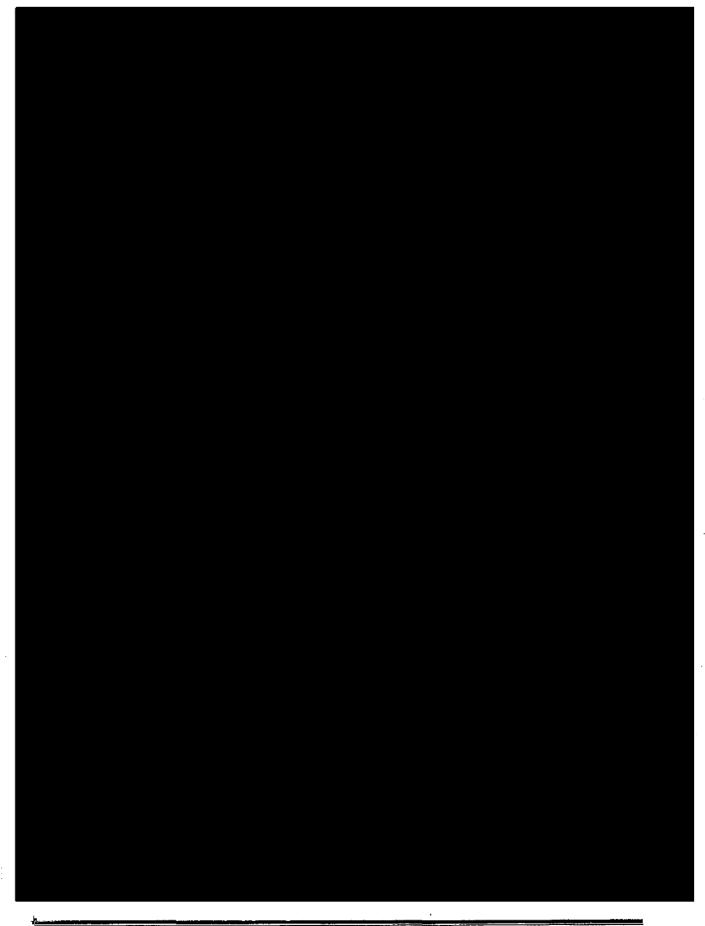
• is a privately held firm that engages in the design, manufacture and sale of worldwide

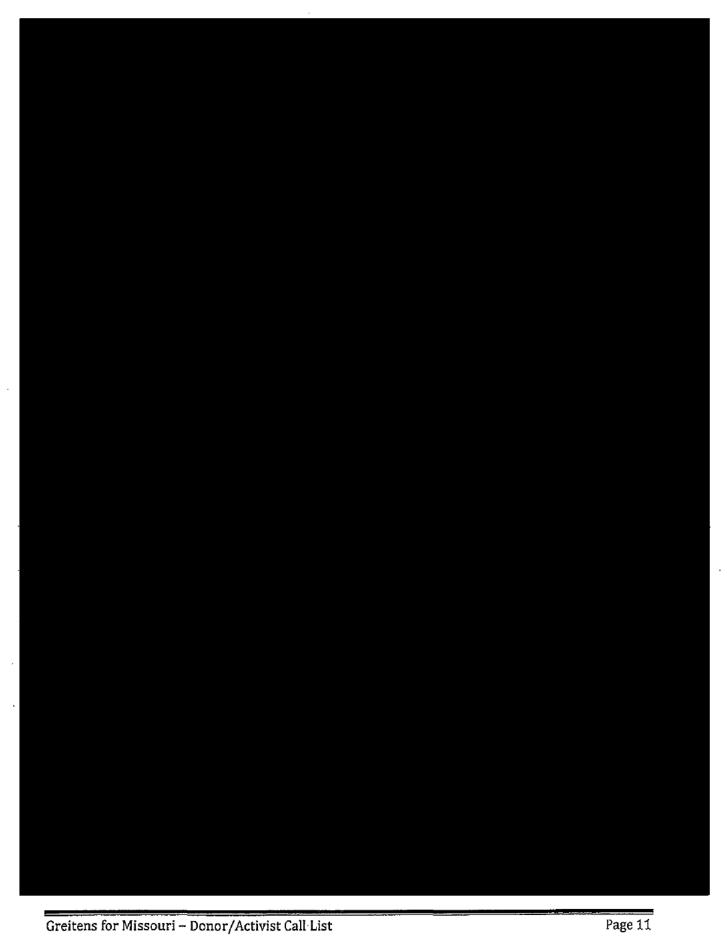
- Part owner of
- Appointed
- 2013: Contributed s6k to Schweich

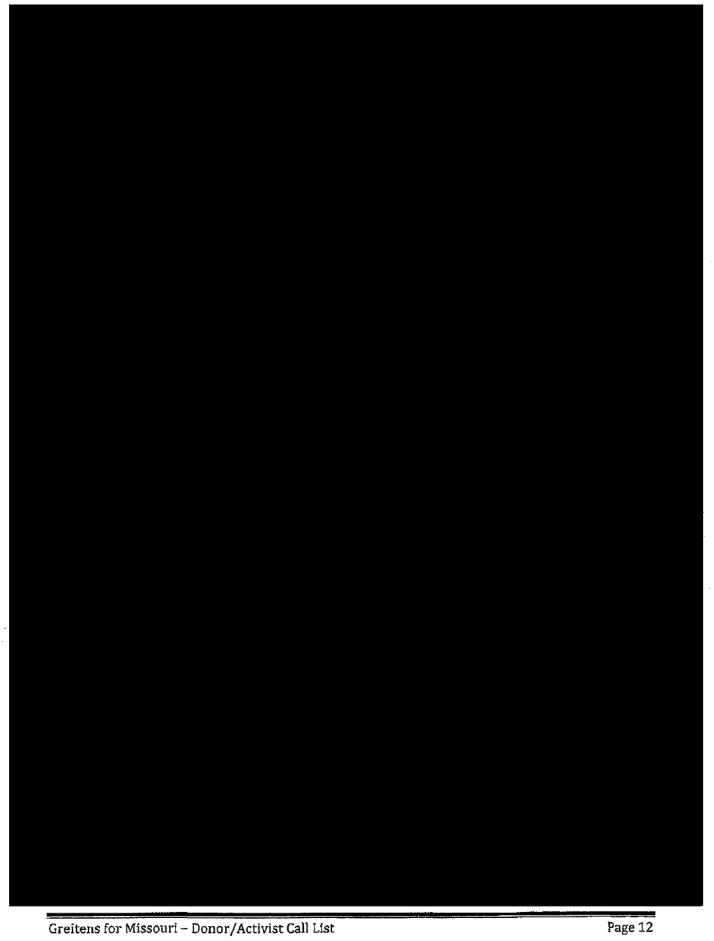
















Michael Hafner <

Prospecting List

Michael Hafner
To: Danny Laub <

Fri, Mar 20, 2015 at 12:29 PM

This combined list includes all the notes I took from the meeting with Eric and other notes he has given to me. You may need to segment out the Missouri portion because most of the Missouri entries are political donors that I include in my master prospecting list.

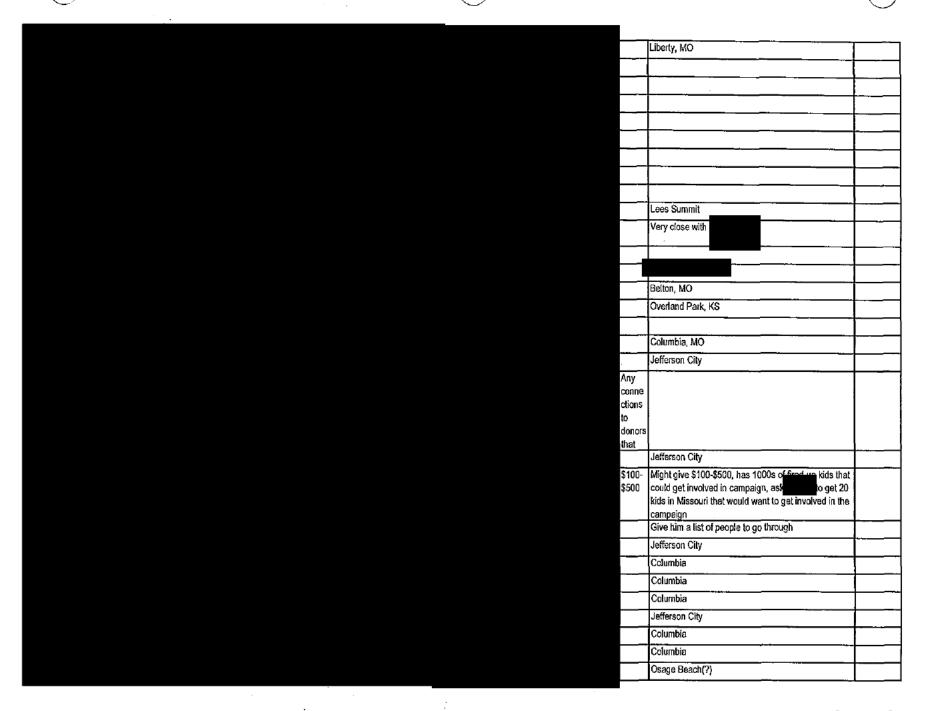
Prospecting List Combined for Danny 03202015.xlsx 67K



Email attachment from Michael Hafner, March 20, 2015: "Prospecting List Combined for Danny 03202015.xlsx"

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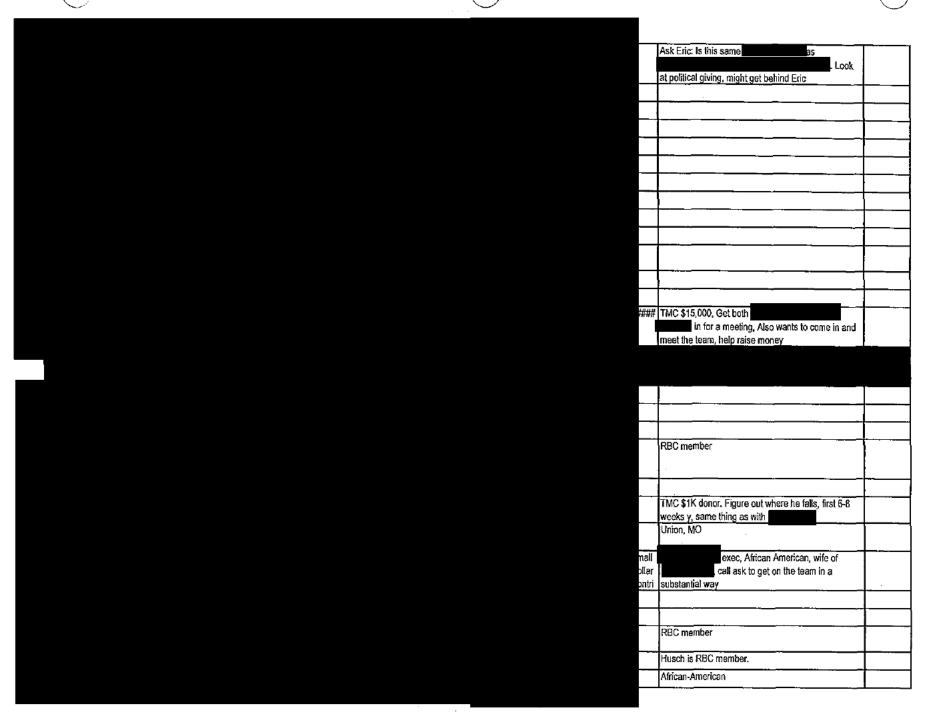
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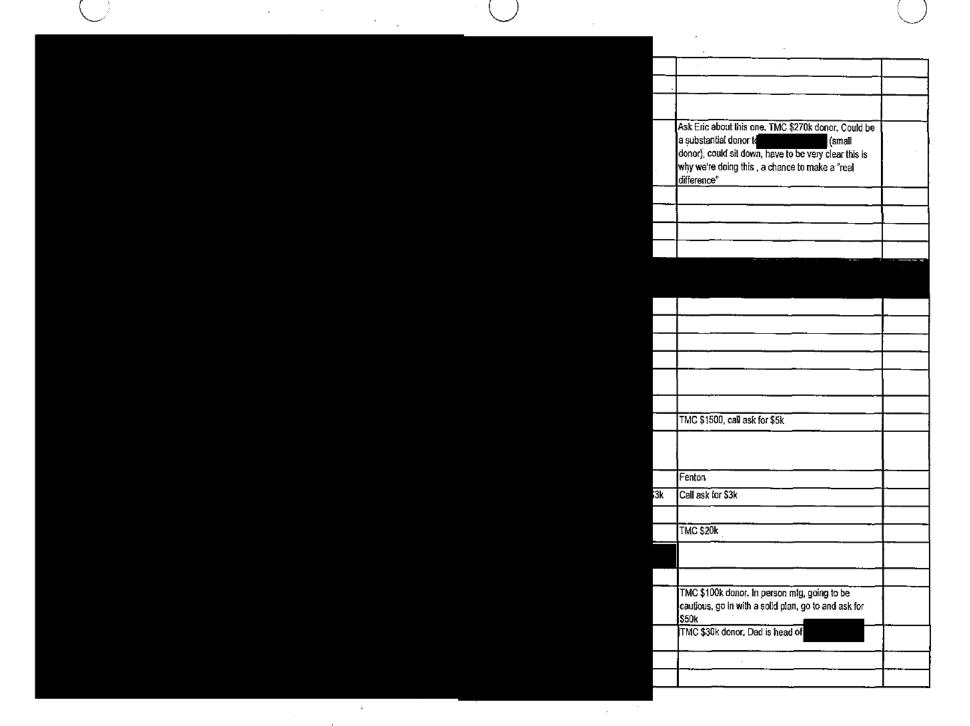


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? TMC \$10k Donor. Put on Tim Noonan's list.	$\overline{}$

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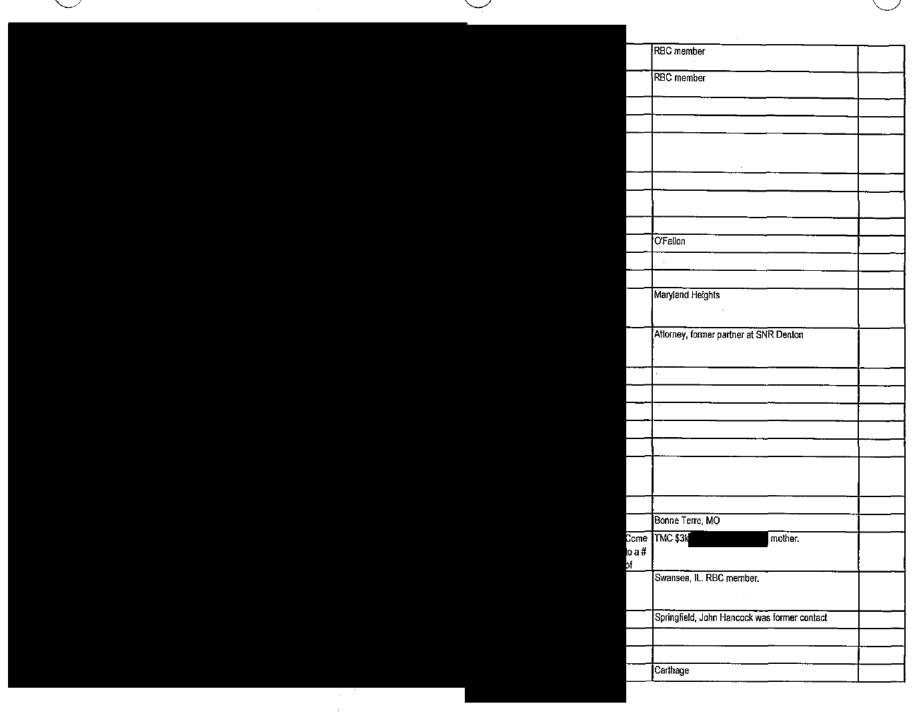
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	meet the team, help raise money	ı
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	\$3k TMC donor, CEO o what do we ask	
	him to do for us? Could be very helpful to us.	
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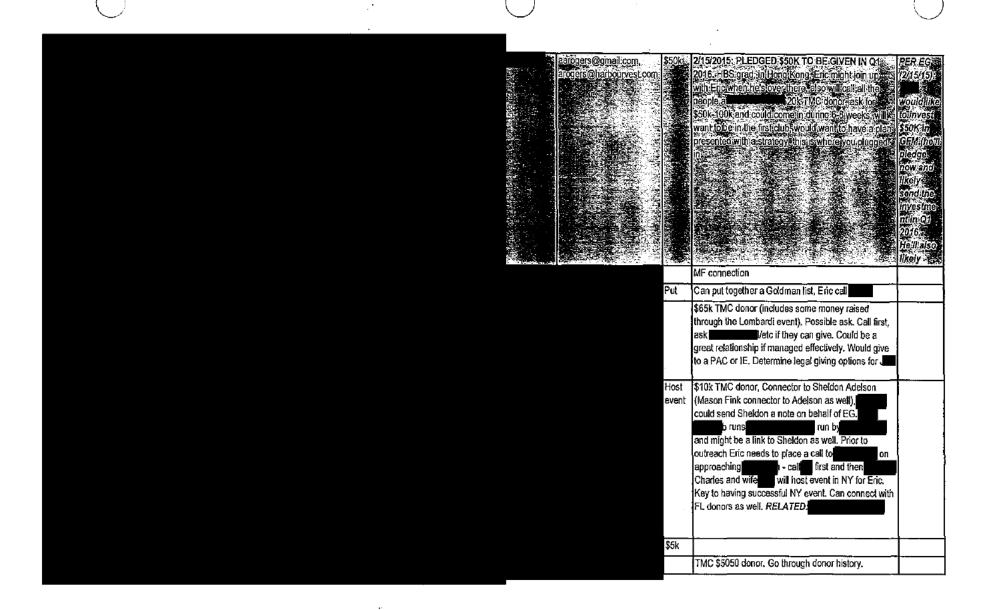
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Probably a Tim Nonaen ask? Bloomingter, MO Put STZLTING desion, SS in exploratory, SSR in later year, tageth has to give 200 over the course of the campaign, ask with the better on the SZS, count and to high organize Min to be lead on the SZS, count and to high organize Min to high organize Min to be lead on the SZS, count and to high organize Min to be lead on the SZS, count and to high organize Min to be lead on the SZS, count and to high organize Min to						
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St. Charles Chesterfield \$120k TMC denor Lives in Westphalia. Travis Brown or Jim Talent are intoe. Travis is at Talent to at Ballivia Ask Eric. Civic Prograss member Chesterfield RBC member Maryland Heights					Stockington, nio	
St. Charles Chesterfield \$120k TMC denor Lives in Westphalia. Travis Brown or Jim Talent are intoe. Travis is at Talent to at Ballivia Ask Eric. Civic Prograss member Chesterfield RBC member Maryland Heights				Put	\$72k TMC donor, \$5k in exploratory, \$5k in later year,	
St. Charles Chesterfield \$120k TMC denor Lives in Westphalia. Travis Brown or Jim Talent are intoe. Travis is at Talent to at Ballivia Ask Eric. Civic Prograss member Chesterfield RBC member Maryland Heights				togeth	ask to give \$20k over the course of the campaign, ask	
St. Charles Chesterfield \$120k TMC denor Lives in Westphalia. Travis Brown or Jim Talent are intoe. Travis is at Talent to at Ballivia Ask Eric. Civic Prograss member Chesterfield RBC member Maryland Heights				Ar I	him to be lead on the \$25k event and to help organize	
St. Charles Chesterfield \$120k TMC donor Lives in Westphalia. Yravis Brown or Jim Talant are intros. Travis is at I Talant is at Ballwin Ask Eric. Civic Prograss member Chesterfield RBC member Maryland Heights				\$251	it	
Chesterfiold \$120k TMC denor Lives in Westphelia. Travis Brown or Jim Talent are introe. Travis is at Telent is at Bellivin Ask Eric. Civic Prograss member Chesterfield R8C member Maryland Heights				#ZUK	K	
Chesterfiold \$120k TMC denor Lives in Westphelia. Travis Brown or Jim Talent are introe. Travis is at Telent is at Bellivin Ask Eric. Civic Prograss member Chesterfield R8C member Maryland Heights					·	
Chesterfiold \$120k TMC denor Lives in Westphelia. Travis Brown or Jim Talent are introe. Travis is at Telent is at Bellivin Ask Eric. Civic Prograss member Chesterfield R8C member Maryland Heights					St. Charles	
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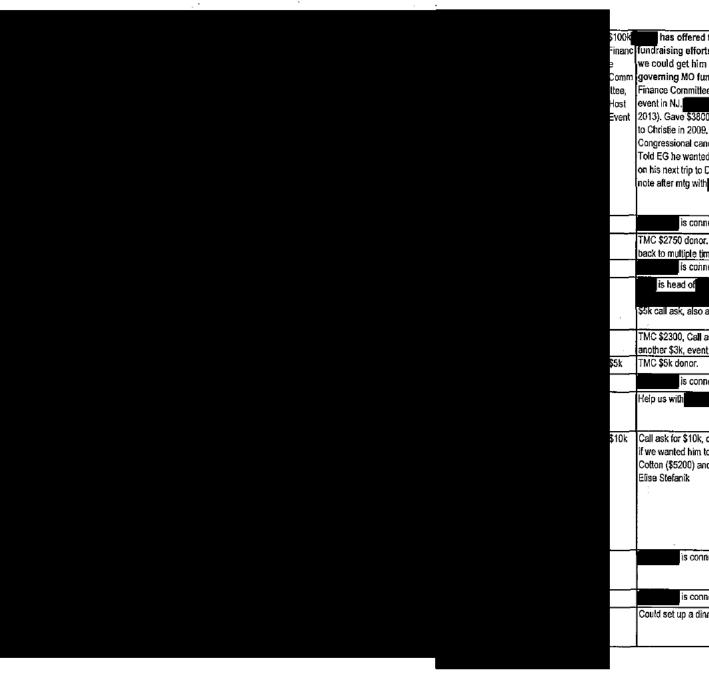


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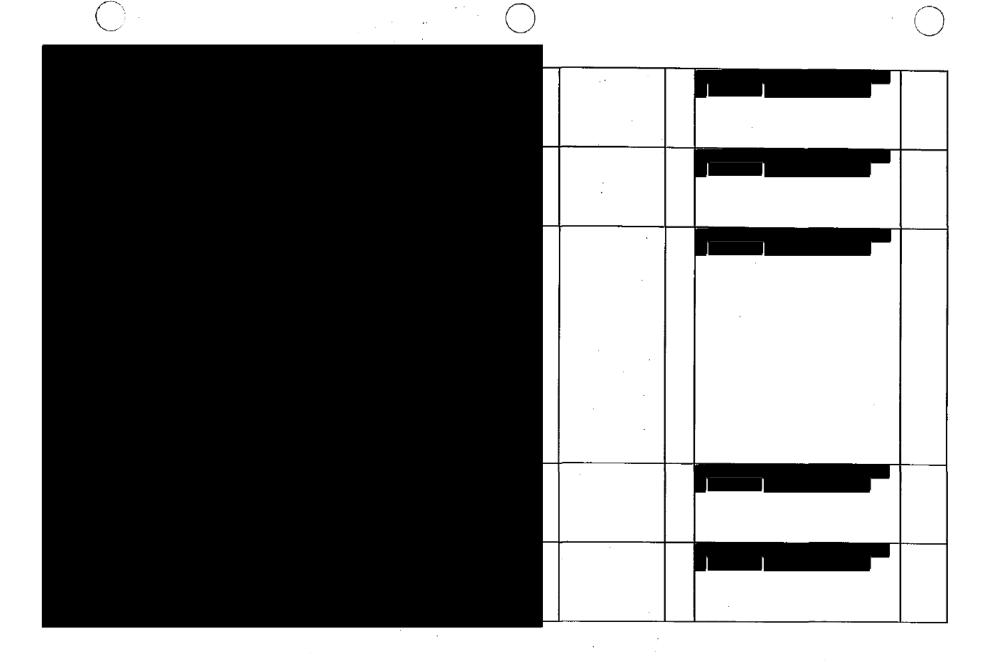


	7	
500- 2500	Pull up his political guy	
	TMC \$10k donor. Look up political giving history, maybe ask for \$1000, has mostly given to Massachusettes R's	
	MF connection to Romney, manages Mitt's \$\$\$	
	TMC \$1800 donor. Ask for a small check, get him involved in Sedalia (?)	
#####	Navy SEAL w/Eric, ask \$1000	
	Place on Boston host committee, not a large donor but ask to use name and help to put together an event in Boston and to invite to put his name on event	
all		
	MF connection	
	TMC \$50k donor. Figure out strategy, triangulate was and and and might be Jewish	
5k mayb	Help w/Boston event	
i5k	TMC \$2k donor, Also serves as CEO of Has mostly contributed to Democrat candidates at the \$2k level, gave \$2600 to Gabe Gomez in 2013.	
	TMC \$2k donor, would like to be a NSA (?)	
	TMC \$30k donor	
,	TMC \$1k donor, look up daner history	
	TMC \$13k donor	
_		





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		Invite, phone call and e-mail now. TMC \$113k very capable of doing a lot, did \$5k to Mitt Rom 2012 and \$4k to Romney Victory PAC in 2012.	ney in
		Personal investment bring Bush supporters to event	NY
		Multiple Angles, meet with Angela Meyers	
		Ask	
		Co-Head, Investment Banking Division, ask when can do	iat he
		Met at Manhattan Institute event, EG sent e-m	
		3/2 asking for contribution, MH follow up	
		Gave \$245k to Bill brother and 200 varied at to NJ Republican Party and maxed to New Jer Congressman	mounts
		\$1k TMC donor, ask for a donation, look up po history	
		\$12,700 TMC donor, ask to make an investme into Paul Singer network, ask for \$50k	nr, aea



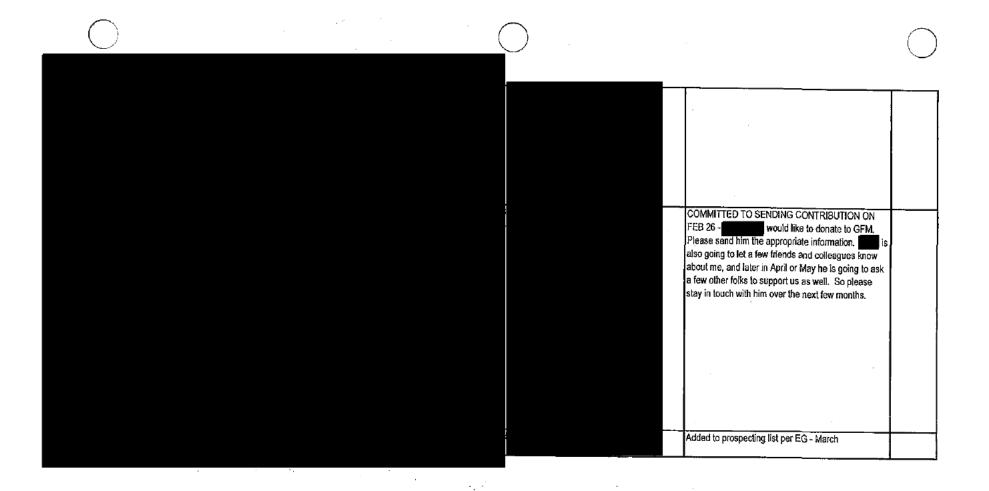
Chairman of the Board of Trustees for . Huge GOP supporter – Military connection (o) 702.304.1414, Slanker@NovemberInc.com		\smile			
of Trustees for . Huge GOP supporter – Military connection. contact, (o) 702.304.1414, Slanker@NovemberInc.com			•		
Host Call to					of Trustees for . Huge GOP supporter – Military connection contact, (o) 702.304.1414,
Host Call to					
1 · · · · · · · · · · · · · · · · · · ·				Host	Call to
TMC \$2k donor. Ask Krystal and Lindsay					TMC \$2k donor. Ask Krystal and Lindsay
Very loopy					Very loopy
Keep in touch, can make connections					Keep in touch, can make connections
\$5k, Palo Alto, Venture Capitalist, call could be a \$100k donor event in San				host event	could be a \$100k donor

			<u> </u>				
				<u> </u>	\$10k/e		_
					vent in LA	Inc., a private investment firm and family office. Mr. oversees the firm's investment, operating,	
						sports, real estate and media businesses. Mr. is the Owner and Chairman of	
						active on the Board of Governors. Call in Phase I and see how much he can put together. Ask	
						how we should coordinate the event. at is philanthropic advisor to	
						family, Eric needs to put call into her before he calls RELATED:	
			۸,				
				·		'	
Monu Joseph	Donor/Connec LA	Managir	л (949) 383-2860		\$15k.	Friends with CO	М
	tor :	g Partner	1		event	and his wife (Ask for advice on how to call ask Monu and to RAI	О
	:					put together a "get to know you" event ,Monu also has \$25 connection with	50 k
						sen \$25	5k
						201	15
) roc 4000	mjoseph@emcrest.com	4500		
) 526-1028		\$500	Hedge fund in LA, \$500 w/out hesitation	
							_

		\$5k, host event	TMC \$3500, \$5k in first phase, maybe additional \$5k- 10k in phase II, bundler, could ask 10 people at \$5k each for a total of \$50k	
				COMMITT
				ED TO \$50K on
	m,	ļ	TMC \$40k donor, ask for \$10k, capable of doing a lot more, triangulate to set up, ask for \$5k in exploratory	
			MF connection to Romney, manages Mitt's \$\$\$	
			is connector	
			host, ask to do Funder for Eric in DC. Did \$1200 to TMC	
		\$5k	Good for DC political fundraising	
	.com.	\$5k	TMC \$6500 donor. Ask is for \$5k, check political giving history	
			is connector. Ask to connect when	
		'	TMC \$1k Donor. Former military guy, plenty of money	
	 	<u> </u>	***	
	<u> </u>	 -	·	
		<u> </u>	is connector.	
		togeth		
		er \$TL	Help by having his dad setup a dinner	

1 .			
		CHI event	RELATED; ALSO IN LA,
		?	or his wife are allowed to give he could give \$1- \$2k. Also connected to Ted Cruz's wife.
			Look-up - NOT IN SALESFORCE
			Can connect us with FL donors
			? Call and say he's running, ask about (Today Show)
			Capable of doing quite a bit, could possibly be helpful in Texas
		 ,	? TMC \$1600 denor. Would probably do \$100 check and \$100 from family
:		l	TMC \$5k donor. Former Executive, splits time b/w Indiana and Mississippi, think he will write a check, ask is for a \$5k
	,		TMC \$1k donor. Written books on philanthropy, ask
			for \$\$, and ask who else we can ask in Missouri
		#####	TMC \$1k donor. Parkway Graduate, letter from Eric to her, invitation for a call, ask for \$2500
47.4			

$\overline{}$	6	<u> </u>		
				THO \$1000 V
				TMC \$1200. Very conservative, on White House Fellows Committee
				Caows Committee
				Look up
				Navy SEAL, contribution of \$1000, also ask his
				parents for Eric
				TMC \$100,000, would be interested in a metrics-
				driven campaign
			\$500	TMC \$2300 donor.
			\$300	TIMO 92300 UUIIOI.
				?
			_	Married to
				The street to
			######	TMC \$3k donor. (ASK EG: Which
				or mana nutrition?)
				l l
				Help set up appearance at NYC Monday donor group
				rntg ("Factor Monday Mig")
				and monday may
				Ask about. Wealthy black family.
				Sheena's Grandparents
				Democrat, but will invest in Eric.
			\$50k	White House Fellows Committee, ask is for \$50k,
				conservative radio host
				Eric e-mailed on 3/3





Missouri Ethics Commission

4/28/2017	

1. DATE OF REPORT OFFICE USE ONLY

COMMITTEE DISCLOSURE REPORT C	4/28/201	7	
M.E.C. ID NO			
INSTRUCTIONS ON REVERSE SIDE			
2. FULL NAME OF COMMITTEE		\ <u>\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\</u>	
GREITENS FOR MISSOURI			
3. COMMITTEE MAILING ADDRESS	4. COMMITTEE TELI	EPHONE NUMBER	
4579 LACLEDE AVE #138	•		
CITY / STATE / ZIP	(314) 899-	0288	
ST LOUIS MO 63108	1		
5. TREASURER'S NAME	•		
JEFF STUERMAN			
6. TREASURER'S MAILING ADDRESS	7. TREASURER'S TE	ELEPHONE NUMBER	
4579 LACLEDE AVE #138	HOME: (636) 300-	3200	
CITY / STATE / ZIP	WORK: (314) 899-	0288	
ST LOUIS MO 63108			
8. DEPUTY TREASURER'S NAME CHECK IF NO DEPUTY TRE	SURER		
CHRIS BOBAK			
9. DEPUTY TREASURER'S MAILING ADDRESS	10. DEPUTY TREAS	URER'S TELEPHONE NUMBER	
4579 LACLEDE AVE #138 ST LOUIS MO 63108	HOME: (314) 915-	0101	
CITY / STATE / ZIP	WORK: (314) 899-	0288	
11. DATE OF ELECTION 12. TYPE OF	LECTION (CHECK ONE)	<u>.</u>	
8/2/2016	O GENERAL	O SPECIAL	
13. TIME PERIOD COVERED BY THIS STATEMENT			
FROM 2/18/2015	THROUGH 3/31/2015		
14. CANDIDATE COMMITTEES ONLY: LIST CANDIDATE'S NAME,	15. TYPE OF REPORT		
ADDRESS, PHONE, OFFICE SOUGHT, POLITICAL SUBDIVISION AND POLITICAL PARTY	15 DAYS AFTER CAUCUS NOMINA	TION	
ERIC GREITENS	COMMITTEE QUARTERLY REPORT	г	
	Jan 15		
4522 MARYLAND AVE	8 DAYS BEFORE		
ST LOUIS MO 63108	30 DAYS AFTER ELECTION		
(314) 899-0288	TERMINATION (ATTACH FORM C	O-3)	
GOVERNOR	SEMIANNUAL DEBT REPORT		
	Jan 15		
	ANNUAL SUPPLEMENTAL, JAN 15		
	15 DAYS AFTER PETITION DEADL	INE	
CHECK IF INCUMBENT	OTHER		
	✓ AMENDING PREVIOUS REPORT D	ATED	
REPUBLICAN DEMOCRAT	April -		
16. COMMITTEE TREASURER'S SIGNATURE	17. CANDIDATE'S SIGNATURE (CANDID		
		·	
I CERTIFY THAT THIS REPORT, COMPRISED OF THIS COVER PAGE AND ALL ATTACHED FORMS, IS COMPLETE, TRUE AND ACCURATE.	I CERTIFY THAT THIS REPORT, COMP PAGE AND ALL ATTACHED FORMS, IS ACCURATE.		
ELECTRONICALLY FILED Apr 28 2017 12:42PM	ELECTRONICALLY FILED Apr	28 2017 12:42PM	
TREASURER'S SIGNATURE	CANDIDATE'S SIGNATURE	EXHIBIT	



OFFICE USE ONLY

MEC ID #- C151053

MEC ID #:	
This form is to be used when amending a previously filed Campaign Finance Disclosure Rep	ort.
1. Name of Committee	2. Date of Report
GREITENS FOR MISSOURI	4/28/2017
3. Type and Date of Previously Filed Report	
04/28/2017 AMENDED April Quarterly Report	
4. Reason for Amendment	
Per Agreement with Missouri Ethics Commission, Case No. 16-0107-1	
5. Amendment Detail	
Itemized Contributions Received Added-Danny Laub	

(09-10)



Name of Committee GREITENS FOR MISSOURI

Office Use Only

4/28/2017

Date of Report

	·			
Receipts	A. This Period	B. This Calendar Yr or Election Cycle	Statement of	
Total Receipts For This Election Previously Reported		\$ 0.00	Beginning and Ending Financial Condition	
All Monetary Contributions Received This Period	\$ 479,689.00		Money On Hand	
3. All Loans Received This Period	+ 0.00			
4. Miscellaneous Receipts This Period	+ 0.00		24. Money On Hand at the beginning of this reporting period (Including funds	\$ 0.00
5. Subtotal Monetary Receipts This Period (Sum 2A + 3A + 4A)	\$ 479,689.00		in depository, cash, savings accounts and all other investments)	\$ 0.00
In-kind Contributions Received This Period	+ 600.00		25. Monetary Receipts this Period	+ 479,689.00
7. Total All Receipts This Period (Sum 5A + 6A)	\$ 480,289.00		(From Item 5 - this page)	+ 4/9,009.00
8. Total All Receipts This Election (Sum 1B + 7A)		\$ 480,289.00	26. Monetary Disbursements Made This Period (Sum 10 + 16A + 23)	- 22 600 77
Expenditures	A. This Period	B. This Calendar Yr or Election Cycle	a) Disbursements By Check \$ 23,600.77 b) Disbursements By Cash \$ 0.00	- 23,600.77
9. Total Expenditures for this election previously reported		\$ 0.00	27. Money On Hand at the close of this reporting period	\$ 456,088.23
	\$ 23,600.77		(SUM 24 + 25 - 26)	
11. In-Kind Expenditures made this period	+ 0.00			
	+ 4,189.17		Indebtedness	
 Total All expenditures made this period (Sum 10A + 11A + 12A) Including payments made by Credit Card (line 17 CD3) 	\$ 27 , 789.94		28. Outstanding Indebtedness at the beginning of this period	\$ 0.00
14. Total Expenditures This Election (Sum 9B + 13A)		\$ 27,789.94	29. Loans Received This Period	+ 0.00
Contributions Made	A. This Period	B. This Calendar Yr or Election Cycle	Edans received This Feriod	
Total Contributions Made For This Election Previously Reported		\$ 0.00	30. A. New Expenditures Incurred This Period (include payments by Credit Card (Line 17 CD3)	+ 4,189.17
All Contributions Made This Period A (25A or 25B of CD3)	0.00	← Cash/Check ← Credit Card	B. New Contributions Made by Credit Card (Line 25B CD3)	+ 0.00
17. All In-Kind Contributions Made This Period	+ 0.00		31.	•
18. Total Contributions Made This Period (Sum 16A + 17A)	\$ 0.00	· · · ·	Payments Made on Loans This Period	- 0.00
19. Total All Contributions Made This Election (Sum 15B + 18A)		\$ 0.00	32. Debt Forgiven on Loans This Period	- 0 00
Other Disbursements	A. This Period	B. This Calendar Yr or Election Cycle	Dept Polgiver on Loans This Period	- 0.00
• ,	+ 0.00		Payments Made This Period on Expenditures Incurred in Previous Period (Paid by Cash/Check Only)	- 0.00
	+ 0.00		(Line 21 this page)	
Any Miscellaneous Disbursement Not Reported Elsewhere Total Other Disbursements This Period	+ 0.00		Total Indebtedness at the Close of This Reporting Period (Sum 28 + 29 +	\$ 4,189.17
	\$ 0.00		30A + 30B - 31 - 32 - 33)	CD Summary



MISSOURI ETHICS COMMISSION CONTRIBUTIONS AND LOANS RECEIVED INSTRUCTIONS ON REVERSE SIDE

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1. NAME OF COMMITTEE	2. REPORT DATE		
GREITENS FOR MISSOURI	4/28/2017		
A. ITEMIZED CONTRIBUTIONS RECEIVED	4. DATE RECEIVED	5. AMOU	INT RECEIVED
FROM COMMITTEES REGARDLESS OF THE AMOUNT, OR FROM PERSONS GIVING			CHECK IF
MORE THAN \$100 TO A COMMITTEE.	AGGREGATE TO DATE		ONETARY R IN-KIND)
3. NAME, ADDRESS AND OCCUPATION (LIST COMMITTEES FIRST)	DATE	 	K IN-KIND)
NAME: ADDRESS:		\$	
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CITY / STATE: View Supplemental Form(s)			MONETARY
COMMITTEE:	\$	_	N-KIND
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ADDRESS:		\$	
CITY / STATE:		'	
EMPLOYER:	Φ	r	MONETARY
COMMITTEE:	\$	🔲 ı	N-KIND
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ADDRESS:		\$	
CITY / STATE:	14004204042211104402111022271111024077111440	l	
EMPLOYER:	\$	_	MONETARY
COMMITTEE:	Ψ	<u> </u>	N-KIND
NAME:			
ADDRESS:		\$	
CITY / STATE:),,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	l ⊢,	MONETARY
EMPLOYER: COMMITTEE:	\$	=	N-KIND
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ADDRESS:		\$	
CITY / STATE:		T	
EMPLOYER:	¢	ı	MONETARY
COMMITTEE:	\$	🗀 :	N-KIND
6. SUBTOTAL: ITEMIZED CONTRIBUTIONS THIS PAGE (SUM COLUMN 5)			0.00
7. SUBTOTAL: ITEMIZED CONTRIBUTIONS ANY ATTACHED PAGES			480,289.00
8. TOTAL: ITEMIZED CONTRIBUTIONS THIS PERIOD (SUM 6 + 7)		\$ 4	180,289.00
9. AMOUNT OF ITEM 8 THAT WAS RECEIVED AS MONETARY CONTRIBUTIONS		\$ 4	179,689.00
10. AMOUNT OF ITEM 8 THAT WAS RECEIVED AS IN-KIND CONTRIBUTIONS		\$	600.00
B. NON-ITEMIZED CONTRIBUTIONS RECEIVED (LIST BY CATEGORY, NOT BY INDIVIDUAL CONTRIBUTIONS)		ŀ	MOUNT ECEIVED
11. TOTAL CONTRIBUTIONS RECEIVED AT FUND-RAISERS AS REPORTED INLINE 8 ON FORM	CD1A	\$	0.00
12. TOTAL ANONYMOUS CONTRIBUTIONS RECEIVED FROM PERSON GIVING \$25 OR LESS		\$	0.00
13. TOTAL MONETARY CONTRIBUTIONS RECEIVED FROM PERSONS GIVING \$100 OR LESS		\$	0.00
14. TOTAL IN-KIND CONTRIBUTIONS RECEIVED FROM PERSONS (NOT COMMITTEES) GIVING	\$100 OR LESS	\$	0.00
C. LOANS RECEIVED	16. DATE		OUNT OF LOAN
15. NAME AND ADDRESS OF LENDER	RECEIVED		ORE THAN \$100 FACH CD-1B)
NAME:			
ADDRESS:			
CITY / STATE:		\$	
NAME;		ļ	
ADDRESS:			
CITY / STATE:		\$	
18. SUBTOTAL: LOANS THIS PAGE (SUM COLUMN 17)		\$	0.00
19. SUBTOTAL: LOANS FROM ANY ATTACHED PAGES		\$ \$	0.00
20. TOTAL: LOANS THIS PERIOD (SUM 18 + 19)			0.00
21. TOTAL: ALL IN-KIND CONTRIBUTIONS (SUM 10 + 14)		\$	600.00
22. TOTAL: ALL MONETARY CONTRIBUTIONS (SUM 9, 11, 12 & 13)			179,689.00
23. MONETARY CONTRIBUTIONS & LOANS RECEIVED REQUIRING A RECORD OF NAME & AD	DRESS (SUM 9, 13 & 20)	\$ 4	179,689.00



TOTAL: ITEMIZED CONTRIBUTIONS

MISSOURI ETHICS COMMISSION CONTRIBUTIONS RECEIVED - SUPPLEMENTAL

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CONTRIBUTIONS RECEIVED - SUPPLEMENTAL			
NAME OF COMMIT GREITENS FO		DATE 4/28/2017	(1)
INSTRUCTION	S		
(Contributions	e purpose of the Contributions Received supplement is to provide a printe Received). This form should be used as additional space for reporting per ributions. This form may be reproduced as needed.		
Total all itemize Form CD-1.	d contributions at the bottom of the page and carry to item 7 (Subtotal: I	temized Contributions From	Any Attached Pages) on
If further inform	ation is needed concerning reporting itemized expenditures, see Form C	D-1 Instructions.	
A. ITEMIZED CON	TRIBUTIONS RECEIVED	4. DATE RECEIVED	5. AMOUNT RECEIVED
	TEES REGARDLESS OF THE AMOUNT, OR FROM PERSONS GIVING	AGGREGATE TO	(CHECK IF MONETARY
	00 TO A COMMITTEE.	DATE	OR IN-KIND)
NAME:	S AND OCCUPATION (LIST COMMITTEES FIRST)	DATE	
ADDRESS:	Durunt Duruh TTT		\$ 50,000.00
CITY / STATE:	August Busch III 1 Mid Rivers Mall Dr.	3/5/2015	φ 55,055.05
EMPLOYER:	St. Louis MO 63376 Retired		MONETARY
COMMITTEE:		\$ 50,000.00	IN-KIND
NAME:			
ADDRESS:	Greggory Favre	2/2/2217	\$ 1,000.00
CITY / STATE:	6494 Scanlan Ave.	3/9/2015	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
EMPLOYER:	St. Louis MO 63139 St. Louis Fire Department Fire Captain	\$ 1,000.00	MONETARY
COMMITTEE:		\$ 1,000.00	IN-KIND
NAME:			
ADDRESS:	Ralph Coti	2/2/2215	\$ 249.00
CITY / STATE:	120 E 61ST Street New York NY 10065	3/9/2015	
EMPLOYER:	Coti & Sugrue Attorney	\$ 249.00	✓ MONETARY
COMMITTEE:		Ψ 243.00	IN-KIND
NAME:			
ADDRESS:	Monu Joseph	3/9/2015	\$ 15,000.00
CITY / STATE:	1218 Coronado Dr. Laguna Beach CA 92651		
EMPLOYER:	Fund Manager	\$ 15,000.00	MONETARY
COMMITTEE:			IN-KIND
NAME: ADDRESS:		İ	•
CITY / STATE:	Gray Arch Income Property	3/9/2015	\$ 10,000.00
EMPLOYER:	1218 Coronado Dr. Laguna Beach CA 92651	[hande had have a had I have deployed to the transfer of the t	MONETARY
COMMITTEE:	Laguna Beach CA 92001	\$ 10,000.00	IN-KIND
NAME:	· · · · · · · · · · · · · · · · · · ·		III-KIND
ADDRESS:	Robert Lee Reffkin		\$ 500.00
CITY / STATE:	100 Jane Street	3/10/2015	Ψ 300.00
EMPLOYER:	New York NY 10014 Compass Founder & CEO	тиничения полиционня	MONETARY
COMMITTEE:		\$ 500.00	IN-KIND
NAME:	<u>, , , , , , , , , , , , , , , , , , , </u>		
ADDRESS:	Eric Karlovic		\$ 25,000.00
CITY / STATE:	477 Kassie View Court Des Peres MO 63122	3/10/2015	+ 25,000.00
EMPLOYER:	HLK Agency	\$ 25,000,00	✓ MONETARY
COMMITTEE:		\$ 25,000.00	IN-KIND
NAME:			
ADDRESS:	John C. Hauck	3/11/2015	\$ 100,000.00
CITY / STATE:	1151 Highland Pointe Drive St. Louis MO 63131	3/11/2013	
EMPLOYER:	TSI Holding Company General Manager	\$ 100,000.00	MONETARY
COMMITTEE:		Ι Ψ 100,000.00	IN-KIND

(CARRY TO ITEM 7 "SUBTOTAL: ITEMIZED CONTRIBUTIONS FROM ANY ATTACHED PAGES" ON FORM CD-1)



CITY / STATE:

COMMITTEE:

Retired

EMPLOYER:

NAME:

ADDRESS:

CITY / STATE: EMPLOYER:

MISSOURI ETHICS COMMISSION



	CONTRIBUTIONS RECEIVED - SUPPLEMENTAL		
NAME OF COMMIT		DATE 4/28/2017	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
GREITENS FO		4/28/2017	
INSTRUCTIONS			
(Contributions i	purpose of the Contributions Received supplement is to provide a printe Received). This form should be used as additional space for reporting per ributions. This form may be reproduced as needed.		
Total all itemize Form CD-1	d contributions at the bottom of the page and carry to item 7 (Subtotal: it	emized Contributions From	Any Attached Pages) on
If further inform	ation is needed concerning reporting itemized expenditures, see Form CD	O-1 Instructions.	
	TRIBUTIONS RECEIVED	4. DATE RECEIVED	5. AMOUNT RECEIVED
	FEES REGARDLESS OF THE AMOUNT, OR FROM PERSONS GIVING TO A COMMITTEE.	AGGREGATE TO	(CHECK IF MONETARY OR IN-KIND)
3. NAME, ADDRES	S AND OCCUPATION (LIST COMMITTEES FIRST)	DATE	OK IN-KIND)
NAME: ADDRESS: CITY / STATE:	Eric & Sheena Greitens 4522 Maryland Ave St. Louis MO 63108	2/24/2015	\$ 50,000.00
EMPLOYER: COMMITTEE:	The Greitens Group CEO	\$ 50,000.00	MONETARY IN-KIND
NAME:			L IN-KIND
ADDRESS: CITY / STATE: EMPLOYER:	Jeff & Susan Stuerman 950 Weatherstone St. Charles MO 63304	2/25/2015	\$ 25,000.00
COMMITTEE:	Stuerman & Company LLC President	\$ 25,000.00	IN-KIND
NAME: ADDRESS: CITY / STATE: EMPLOYER:	Mark & Paula Bobak 15 Cricklewood Place St. Louis MO 63131 Williams Venker & Sanders Attorney	2/25/2015	\$ 25,000.00
COMMITTEE:	williams venkel & Sandels Attorney	\$ 25,000.00	IN-KIND
NAME: ADDRESS: CITY / STATE; EMPLOYER: COMMITTEE:	Ken Harbaugh 661 W Palm Ave El Segundo CA 90245-2065 Team Rubicon Chief Operations Officer	3/4/2015 \$ 5,001.00	\$ 5,001.00 MONETARY IN-KIND
NAME: ADDRESS: CITY / STATE: EMPLOYER: COMMITTEE;	Frank Kavanaugh 120 Vantis #300 Aliso Viejo CA 92656 Venture Capitalist	3/4/2015 \$ 50,000.00	\$ 50,000.00 MONETARY IN-KIND
NAME: ADDRESS: CITY / STATE:	Benjamin Durham 9260 Old Bonhomme Rd. St. Louis MO 63132-4323	3/4/2015	\$ 2,500.00

Sean McLaughlin 733 E Whitney Rd Anchorage AK 99501 Craig Taylor Equipment \$ 1,000.00 COMMITTEE: IN-KIND NAME: ADDRESS: Scott Glabe 50.00 3/4/2015 147 Auncient Oak Rd. CITY / STATE: Bethlehem CT 06751 ✓ MONETARY EMPLOYER: Attorney \$ 50.00 IN-KIND COMMITTEE:

TOTAL: ITEMIZED CONTRIBUTIONS

(CARRY TO ITEM 7 "SUBTOTAL: ITEMIZED CONTRIBUTIONS FROM ANY ATTACHED PAGES" ON FORM CD-1)

✓ MONETARY

IN-KIND

MONETARY

1,000.00

2,500.00

3/4/2015



MISSOURI ETHICS COMMISSION CONTRIBUTIONS RECEIVED - SUPPLEMENTAL

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NAME OF COMMIT		DATE	
GREITENS FO	R MISSOURI	4/28/2017	
INSTRUCTIONS	3		
	purpose of the Contributions Received supplement is to provide a print	ed outline for attaching addit	ional pages to Form CD1
(Contributions f	Received). This form should be used as additional space for reporting periodicing. This form may be reproduced as needed.		
	•	Hamirad Cantulity Hans From	Any Attached Bassa) on
Form CD-1.	d contributions at the bottom of the page and carry to item 7 (Subtotal: I	temized Contributions From	Any Attached Pages; on
if further inform	ation is needed concerning reporting itemized expenditures, see Form C	D-1 Instructions.	
A. ITEMIZED CON	TRIBUTIONS RECEIVED	4. DATE RECEIVED	5. AMOUNT RECEIVED
	FEES REGARDLESS OF THE AMOUNT, OR FROM PERSONS GIVING	AGGREGATE TO	(CHECK IF MONETARY
	00 TO A COMMITTEE.	DATE	OR IN-KIND)
NAME:	S AND OCCUPATION (LIST COMMITTEES FIRST)	- BATE	
ADDRESS:	Tim and Janet Chestnut		\$ 5,000.00
CITY / STATE:	7209 S. South Meadows Road	3/11/2015	Ψ ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
EMPLOYER:	Spokane WA 99223		MONETARY
COMMITTEE:	Self-Employed Physician	\$ 5,000.00	IN-KIND
NAME:			
ADDRESS:	mia Vanan		\$ 25,000.00
CITY / STATE:	Tim Noonan #26 Westmoreland Place	3/13/2015	20,000.00
EMPLOYER:	St. Louis MO 63108		MONETARY
COMMITTEE:	Boeing	\$ 25,000.00	IN-KIND
NAME:			
ADDRESS:	Paul Eisenstein		\$ 150.00
CITY / STATE:	4525 N 22nd Street	3/13/2015	,
EMPLOYER:	Phoenix AZ 85016 Leadership Search Director	Ø 250 00	MONETARY
COMMITTEE:		\$ 150.00	in-kind
NAME:			
ADDRESS:	Terry Scariot	2426/2025	\$ 10,000.00
CITY / STATE:	116 Sunningdale Drive	3/16/2015	
EMPLOYER:	Georgetown XY 40324 Remington Partners	\$ 10,000.00	MONETARY
COMMITTEE:		\$ 10,000.00	IN-KIND
NAME:			
ADDRESS;	Kathleen Harbaugh	2/10/0015	\$ 5,500.00
CITY / STATE:	789 Backhaus Rd. Pipe Creek TX 78063	3/19/2015	
EMPLOYER:	Triple H Equitherapy	\$ 5,500.00	MONETARY
COMMITTEE:			IN-KIND
NAME;			
ADDRESS:	George H. Walker III 19 Portland Place	3/23/2015	\$ 1,000.00
CITY / STATE:	St. Louis MO 63108		F77
EMPLOYER:	Retired Ambassador	\$ 1,000.00	MONETARY
COMMITTEE:			IN-KIND
NAME:			.
ADDRESS:	Gregg Berdy 12990 Manchester Road	3/25/2015	\$ 300.00
CITY / STATE:	Des Peres MO 63131		IZI MONETARY
EMPLOYER:	Ophthalmology Associates Opthalmologist	\$ 300.00	MONETARY
L_ COMMITTEE:			L IN-KIND
	Vanca Nasua		\$ 25,000.00
ADDRESS:	Karen Meara 543 Willow Lake Court	3/25/2015	φ 25,000.00
CITY / STATE: EMPLOYER;	Weldon Spring MO 63304	THE PROPERTY OF THE PROPERTY O	MONETARY
COMMITTEE:	RN / Homemaker	\$ 25,000.00	IN-KIND
_			L IN-KIND
TOTAL: ITEMIZE	ED CONTRIBUTIONS		
CAPRY	TO ITEM 7 "SUBTOTAL" ITEMIZED CONTRIBUTIONS FROM ANY ATTA	CHED PAGES" ON FORM OF)-1)



MISSOURI ETHICS COMMISSION CONTRIBUTIONS RECEIVED - SUPPLEMENTAL

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NAME OF COMMI	NTEE OR MISSOÙRI	DATE 4/28/2017	
		4/20/2017	
INSTRUCTION	S		
(Contributions	e purpose of the Contributions Received supplement is to provide a print Received). This form should be used as additional space for reporting pe tributions. This form may be reproduced as needed.		
Form CD-1.	ed contributions at the bottom of the page and carry to item 7 (Subtotal: I		Any Attached Pages) on
If further inform	nation is needed concerning reporting itemized expenditures, see Form C	D-1 Instructions.	
A. ITEMIZED CON	TRIBUTIONS RECEIVED	4. DATE RECEIVED	5. AMOUNT RECEIVED
MORE THAN \$1	TEES REGARDLESS OF THE AMOUNT, OR FROM PERSONS GIVING 00 TO A COMMITTEE. SS AND OCCUPATION (LIST COMMITTEES FIRST)	AGGREGATE TO DATE	(CHECK IF MONETARY OR IN-KIND)
NAME:			
ADDRESS:	George H. Walker III	3/25/2015	\$ 9,000.00
CITY / STATE:	19 Portland Place St. Louis MO 63108		
EMPLOYER: COMMITTEE	Retired Ambassador :	\$ 10,000.00	MONETARY IN-KIND
NAME:			
ADDRESS:	William Coppel	3/25/2015	\$ 5,000.00
CITY / STATE:	85 Waterman Place St. Louis MO 63112	***************************************	
EMPLOYER:	FirstClearing Managing Director	\$ 5,000.00	MONETARY
COMMITTEE NAME:	:		IN-KIND
NAME: ADDRESS:			\$ 5,001.00
CITY / STATE:	Rodney and Silvette Bullard 592 Kenion Forest Way	3/26/2015	Ψ
EMPLOYER:	Lilburn GA 30047		✓ MONETARY
COMMITTEE	Chick-fil-a VP	\$ 5,001.00	☐ IN-KIND
NAME:			
ADDRESS:	Marsha Koski	3/27/2015	\$ 25.00
CITY / STATE:	49 Stoneyside Lane Olivette MO 63132	3/2//2015	
EMPLOYER:	Requested Requested	\$ 25.00	MONETARY IN-KIND
NAME:			
ADDRESS:	A. Robert Greitens		\$ 25.00
	13320 Windhracks Lane	3/07/0015	1

13320 Windbrooke Lane St Louis MO 63146 CITY / STATE: EMPLOYER: **₩** MONETARY Retired 25.00 COMMITTEE: IN-KIND NAME: \$ ADDRESS: Rebecca Greitens 25.00 3/27/2015 13320 Windbrooke Lane CITY / STATE: St Louis MO 63146 EMPLOYER: ✓ MONETARY Retired \$ 25.00 COMMITTEE: IN-KIND NAME: Keith Pellegrini 11702 Tumbrel Court ADDRESS: 1,000.00 3/31/2015 CITY / STATE: Fairfax VA 22030 ✓ MONETARY EMPLOYER: DOD -- U.S. Army 1,000.00 COMMITTEE: IN-KIND NAME:

5,000.00 ADDRESS:

Terry Franc 19 Briar Cliff Drive St Louis MO 63124 3/31/2015 CITY / STATE: Self-Employed -- Contractor EMPLOYER: 5,000.00 COMMITTEE:

TOTAL: ITEMIZED CONTRIBUTIONS (CARRY TO ITEM 7 "SUBTOTAL: ITEMIZED CONTRIBUTIONS FROM ANY ATTACHED PAGES" ON FORM CD-1)

MONETARY

IN-KIND



MISSOURI ETHICS COMMISSION

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	CONTRIBUTIONS RECEIVED - SUPPLEMENTAL		
NAME OF COMMIT	TEE	DATE	<u>ा । जा को बीजिसी है है है जिसके हैं के लिए हैं के </u>
GREITENS FO	DR MISSOURI	4/28/2017	
INSTRUCTION	S		
PURPOSE: The (Contributions)	e purpose of the Contributions Received supplement is to provide a print Received). This form should be used as additional space for reporting pe tributions. This form may be reproduced as needed.		
Total all itemize Form CD-1.	ed contributions at the bottom of the page and carry to item 7 (Subtotal:	Itemized Contributions From	Any Attached Pages) on
If further inform	nation is needed concerning reporting itemized expenditures, see Form C	D-1 Instructions.	
" "	TRIBUTIONS RECEIVED	4. DATE RECEIVED	5. AMOUNT RECEIVED
1	TEES REGARDLESS OF THE AMOUNT, OR FROM PERSONS GIVING	AGGREGATE TO	(CHECK IF MONETARY
	00 TO A COMMITTEE.	DATE	OR IN-KIND)
NAME:	SS AND OCCUPATION (LIST COMMITTEES FIRST)	27.12	
ADDRESS:	John Crowley		\$ 10,000.00
CITY / STATE:	15 Leonard Court	3/31/2015	
EMPLOYER:	Princeton NJ 8540 AMICUS Therapeutics CEO	Φ	MONETARY
COMMITTEE	•	\$ 10,000.00	IN-KIND
NAME:	· · · · · · · · · · · · · · · · · · ·		
ADDRESS:	Tom Borda	2/21/2015	\$ 100.00
CITY / STATE:	1145 W Lill Avenue	3/31/2015	
EMPLOYER:	Chicago IL 60614 Competitor Group Marketing/Sales	\$ 100.00	✓ MONETARY
COMMITTEE:	<u> </u>	Ψ 100.00	IN-KIND
NAME:			
ADDRESS:	Mason Fink	3/31/2015	\$ 10,000.00
CITY / STATE:	704 E Maple Ave Orange CA 92866	3/31/2015	
EMPLOYER:	Self Consultant	\$ 10,000.00	MONETARY
COMMITTEE:			IN-KIND
NAME:			
ADDRESS:	Sally Coleman 15111 Isleview Dr	3/31/2015	\$ 1,000.00
CITY / STATE: EMPLOYER:	Chesterfield MO 63017	61 PD44 101 101 101 101 101 101 101 101 101 101 101 101 101 101 101 101 101	MONETARY
COMMITTEE:	Requested Requested	\$ 1,000.00	IN-KIND
NAME:		-	INTERNE
ADDRESS:	Nancy Martin		\$. 1,000.00
CITY / STATE:	7122 Northmoor Drive	3/31/2015	1,000.00
EMPLOYER:	St Louis MO 63105 Homemaker	***************************************	✓ MONETARY
COMMITTEE:	•	\$ 1,000.00	IN-KIND
NAME:		_	
ADDRESS:	Faul Turkeltaub		\$ 100.00
CITY / STATE:	9112 Fall River Lane	3/31/2015	
EMPLOYER:	Potomac MD 20854 Retired Retired	P 300 00	MONETARY
COMMITTEE:		\$ 100.00	IN-KIND
NAME:			
ADDRESS:	Michael Martinich-Sauer	0 /00 /000 5	\$ 163.00
CITY / STATE:	1225 Claytonia Terrace Richmond Heights MO 63117	3/31/2015	l <u> </u>
EMPLOYER:	Clark & Sauer, LLC Attorney	\$ 163.00	MONETARY
COMMITTEE:		¥ 200.00	IN-KIND
NAME:			
ADDRESS:	Danny Laub 6621 Wise Ave	3/1/2015	\$ 600.00
CITY / STATE:	St Louis MO 63139	мониминиминичения (миними) ////////////////////////////////////	I MOUTE LEV
EMPLOYER:	Greitens for Missouri Campaign Manager	\$ 600.00	MONETARY

IN-KIND COMMITTEE: TOTAL: ITEMIZED CONTRIBUTIONS

(CARRY TO ITEM 7 "SUBTOTAL: ITEMIZED CONTRIBUTIONS FROM ANY ATTACHED PAGES" ON FORM CD-1)

600.00

\$

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1 Name of Committee		2. Report Date	<u> </u>
1. Name of Committee GREITENS FOR MISSOURI		4/28/2017	
		4/20/2017	
A. Expenditures of \$100 or Less by Category (List Payments to Campaign Workers in Section B Below)		Amount Paid or Incurre This Period	
3. Category of Expenditure		···	
			
5. Subtotal: Non-Itemized Expenditures This Page (Sum Column	4)		\$ 0.00
Subtotal: Non-Itemized Expenditures Any Attached Pages		<u>, , , , , , , , , , , , , , , , , , , </u>	+ 0.00
7. Total: Non-Itemized Expenditures This Period (Sum 5 + 6)			\$ 0.00
B. Itemized Expenditures All Over \$100		10. Purpose - (If Payment was to a	
And All Payments To Campaign Workers	9. Date	Campaign Worker, Show	11. Amount This Period
8. Name and Address of Recipient		Aggregate Paid)	<u> </u>
Name:)
Address:			Paid
City / State:			Incurred
Name:			φ
City / State:			Paid
Name:			Incurred
Address:			Paid
City / State:			Incurred
12. Subtotal: This Page (Sum Column 11)			\$ 0.00
13. Subtotal: Any Attached Pages			
14. Total: Itemized Expenditures This Period (Sum 12 + 13)			27,709.99
15. Total: Monetary Expenditures This Period (Sum 7 + 14)		Marian Marian	\$ 27,789.94
16. Amount of Line 15 Above which was Paid Out This Period		- All - 17	\$ 23,600.77
17. Amount of Line 15 Which Were Expenditures Incurred This Pe	riod Including Payments	Made by Credit Cards	\$ 4,189.17
18. If Committee Made Any In-Kind Expenditures This Period, List	Amount		\$ 0.00
19. Funds Used For Paying Loans/Credit Cards This Period (Attack	Form CD1B - amount g	oes to Line 5 / Part II)	\$ 0.00
C. Contributions Made (Regardless of Amount)		21, Date	22. Amount
20. Name and Address of Candidate or Committee		211 2210	•
Name:) <u>*</u>
Address:			Monetary
City / State:			In-Kind
Name:			\$
Address:			Monetary
City / State:			In-Kind
Name: Address:			Ψ
City / State:			Monetary
			In-Kind
23. Subtotal: This Page (Sum Column 22)			\$ 0.00
24. Subtotal: Any Attached Pages	, , , , , , , , , , , , , , , , , , , 	1	\$ 0.00
A. By Cash / Check 25. Total: Monetary Contributions Made This Period B. By Credit Card		A. By Cash / Check B. By Credit Card	\$ 0.00
26. If Committee Made Any Loans This Period, List Amount			\$
27. Total: All Monetary Contributions and Loans Made This Period (Sum 25 + 26)		\$ 0.00	
28. Total: In-Kind Contributions Made This Period, List Amount		\$ 0.00	
MO 300-1315 (1-10)			Form CD



MISSOURI ETHICS COMMISSION ITEMIZED EXPENDITURES OVER \$100 SUPPLEMENTAL FORM

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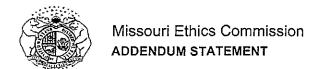
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NAME OF COM	MMITTEE FOR MISSOURI		REPORT DATE 4/28/2017	
			PURPOSE - (IF PAYMENT	
	ED EXPENDITURES ALL OVER \$100		WAS TO A CAMPAIGN	l <u>-</u>
	PAYMENTS TO CAMPAIGN WORKERS	DATE	WORKER, SHOW	AMOUNT THIS PERIOD
NAME AND AD	DRESS OF RECIPIENT		AGGREGATE PAID)	
NAME:	Deluge Pusinees Customs			\$
ADDRESS:	Deluxe Business Systems P.O. Box 64468	0 (10 (0015	Checks	PAID 125.63
1	St. Paul MN 55164	2/18/2015	•	
CITY / STATE:			\$	INCURRED
NAME:	St. Louis Office Furniture	1	Office Furniture	 \$
ADDRESS:	419 East Gano	3/2/2015	Office farmicate	PAID 2,631.20
CITY / STATE:	St. Louis MO 63147		\$ 2,631.20	INCURRED
			φ 2,002.20	THOUSE THE STATE OF THE STATE O
NAME:	Mental Health Associates PC		Rent	3,800.00
ADDRESS:	14 Hortense Place	3/4/2015		PAID 3,800.00
CITY / STATE:	St. Louis MO 63108	1	\\$	INCURRED
NAME:			<u> </u>	\$
	Daniel Laub		Campaign Worker	PAID 5,000.00
ADDRESS:	6621 Wise Avenue	3/4/2015		
CITY / STATE:	St. Louis MO 63139		\$ 6,509.82	INCURRED
NAME:	OfficeMax		Office Supplies	\$
ADDRESS:	Office Max #1159	3/5/2015	Office Supplies	PAID 461.37
	154 THF Boulevard Chesterfield MO 63005	3/3/2013	\$ 461.37	INCURRED
			<u>Ф</u> 401.37	INCORRED .
NAME:	Best Buy		Office Equipment	5
ADDRESS:	Best Buy #143 178 THF Boulevard	3/5/2015		PAID 892.80
CITY / STATE:	Chesterfield MO 63005		\$ 892.80	INCURRED
NAME:				\$
	Best Buy Best Buy #143		Office Equipment	DAID 151.86
ADDRESS:	178 THF Boulevard	3/5/2015		
CITY / STATE:	Chesterfield MO 63005		\$ 1,044.66	INCURRED
NAME:	Michael Hafner		Campaign Worker	\$
ADDRESS:	1001 Raritan	3/5/2015	Campaign Worker	PAID 4,000.00
CITY / STATE:	Apt 304 ' St. Louis MO 63119	, , , , , , , , , , , , , , , , , , , ,	\$ 4,000.00	INCURRED
			7,000.00	INCORRED
NAME:	City of St. Louis		Permit fees	160.00
ADDRESS:	City Hall 1200 Market St	3/6/2015		PAID 180.00
CITY / STATE:	St. Louis MO 63103		\$	INCURRED
NAME:				\$
	Carrollton Bank	2 /0 /2015	Incoming wire fees	PAID 40.00
ADDRESS:	7911 Forsyth Blvd	3/9/2015	10.00	
CITY / STATE:	Clayton MO 63105		\$ 40.00	INCURRED
NAME:	American Airlines		Air Travel	\$
ADDRESS:	4333 Amon Carter Blvd	2/10/0015	114461	PAID 629.70
	Ft. Worth TX 76155	3/10/2015	\$	INCURRED
CITY / STATE:		<u> </u>	Ψ	INCORRED
NAME:	Left Bank Books		Publications	S
ADDRESS:	399 N Euclid	3/10/2015		PAID 2,994.24
CITY / STATÈ:	St. Louis MO 63108		 \$	INCURRED
NAME:				€
	HOTELS.COM		Travel Accomodations	17 PAID 299.11
ADDRESS:	10440 North Central Expressway	3/12/2015	i .	PAID 299.11
CITY / STATE:	Dallas TX 75231		\$ 299.11	INCURRED
NAME:	Michael Hafner		Reimburse Travel - see addendum	\$
ADDRESS:	1001 Raritan	2 /22 /2015	Reimburse Travel - see addendum	PAID 806.71
	Apt 304 St. Louis MO 63119	3/23/2015		
CITY / STATE:				INCURRED
NAME:	Michael Bafner		Campaign Worker	\$
ADDRESS:	1001 Raritan	3/23/2015	Camparan Morker	PAID 4,000.00
CITY / STATE:	Apt 304 St. Louis MO 63119		\$ 8,806.71	INCURRED
	MIZED EXPENDITURES ALL OVER \$100 AND ALL P	AVMENTS TO CAMPAIN		
			H HONNERS	
(CA	RRY TO ITEM 13. "SUBTOTAL: ANY ATTACHED PA	GES" ON FORM CD-3)		\$



MISSOURI ETHICS COMMISSION ITEMIZED EXPENDITURES OVER \$100 SUPPLEMENTAL FORM

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NAME OF COMMITTEE GREITENS FOR MISSOURI		REPORT DATE 4/28/2017		
		PURPOSE - (IF PAYMENT		
AND ALL DAYMENTS TO CAMPAICH MODIFERS DATE WAS TO A		WAS TO A CAMPAIGN	AMOUNT THIS PERIOD	
	DRESS OF RECIPIENT	5,112	WORKER, SHOW	74.100111111011111011
NAME:		 	AGGREGATE PAID)	\$
ADDRESS:	USPS Marian Oldham Station	2 (05 (001 5	Postage	PAID 2.86
CITY / STATE:	4021 Laclede St. Louis MO 63108	3/25/2015	\$	INCURRED
NAME:				\$
ADDRESS:	USPS Marian Oldham Station	3/25/2015	Postage	PAID 68.97
CITY / STATE:	4021 Laclede St. Louis MO 63108	0, 40, 2010	\$	INCURRED
NAME:			· · · · · · · · · · · · · · · · · · ·	\$
ADDRESS:	Office Depot #2529	3/25/2015	Office Supplies	PAID 194.29
CITY / STATE:	4061 Lindell Blvd St. Louis MO 63108	0,20,2010	\$ 194.29	INCURRED
NAME:				\$
ADDRESS:	Piyrx, Inc. 144 Second Street	3/31/2015	Credit Card Processing	PAID 21.38
CITY / STATE:	San Francisco CA 94105	3/31/2013	\$	INCURRED
NAME:			Reimburse Expenses - See Addendum	\$
ADDRESS:	Daniel Laub 6621 Wise Ave	3/4/2015	Reimotat appellars - See Nodewood	PAID 1,509.82
CITY / STATE:	St Louis MO 63139	1, 1, 2, 2,	\$	INCURRED
NAME:			,	\$
ADDRESS:				PAID
CITY / STATE:			\$	INCURRED
NAME:	·			\$
ADDRESS:				PAID
CITY / STATE:			\$	INCURRED
NAME:				\$
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CITY / STATE:			\$	INCURRED
NAME:				\$
ADDRESS:				PAID
CITY / STATE:			\$	INCURRED
TOTAL: ITEMIZED EXPENDITURES ALL OVER \$100 AND ALL PAYMENTS TO CAMPAIGN WORKERS				
(CARRY TO ITEM 13. "SUBTOTAL: ANY ATTACHED PAGES" ON FORM CD-3)				\$



M.E.C. ID NO C151053

INSTRUCTIONS ON REVERSE SIDE

PURPOSE: Form Addendum should be used for explanation of any additional information needed to complete an accurate filing of this report.

General Addendum:

Expenses for Daniel Laub on March 4, 2015: office supplies = 138.44; telecommunications = \$274.06; Mileage = 524.23; Transportation, Lodging and Meals = 573.09

General Addendum:

Expenses for Michael Hafner on March 23, 2015: mileage = 431.25; lodging = 339.46: parking = 36.00

MO 300-1325 (10-06) ADDENDUM STMT

APR 2 8 2017 Missouri Ethics Commission

BEFORE THE MISSOURI ETHICS COMMISSION

MISSOURI ETHICS COMMISSIO	ON)	
	Petitioner,)	
v.)	Case No. 16-0107-1
GREITENS FOR MISSOURI and)	
ERIC GREITENS,		Ś	
)	
	Respondents.)	

JOINT STIPULATION OF FACTS, WAIVER OF HEARING BEFORE THE MISSOURI ETHICS COMMISSION, AND CONSENT ORDER WITH JOINT PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW

The undersigned parties jointly stipulate to the facts and consent to the action set forth below. The undersigned Respondents, Greitens for Missouri and Eric Greitens, acknowledge that they have received and reviewed a copy of the Complaint filed by the Petitioner in this case, and the parties submit to the jurisdiction of the Missouri Ethics Commission.

The undersigned Respondents further acknowledge that they are aware of the various rights and privileges afforded them by law, including but not limited to: the right to appear and be represented by counsel; the right to have all allegations against Respondents be proven upon the record by competent and substantial evidence; the right to cross-examine any witness appearing against Respondents at a hearing; the right to present evidence on Respondents' behalf at a hearing; and the right to a decision upon the record of a hearing. Being aware of these rights provided to Respondents by law, the undersigned Respondents knowingly and voluntarily waive each and every one of these rights and freely enter into this Joint Stipulation of Facts, Waiver of



Hearing Before the Missouri Ethics Commission, and Consent Order With Joint Proposed Findings of Fact and Conclusions of Law, and agree to abide by the terms of this document.

T.

Based upon the foregoing, the Petitioner and the undersigned Respondents jointly stipulate to the following and request that the Missouri Ethics Commission adopt as its own the proposed Joint Findings of Fact and the proposed Joint Conclusions of Law, as follows:

JOINT PROPOSED FINDINGS OF FACT

- 1. The Missouri Ethics Commission (the "Commission") is an agency of the State of Missouri established pursuant to § 105.955, RSMo, in part for the purpose of enforcing the provisions of Chapter 130, RSMo.
- 2. Respondent Greitens for Missouri (the "Committee") is a candidate committee under Chapter 130, RSMo.
- 3. Respondent Eric Greitens ("Greitens") was a candidate for Governor of Missouri in the August 2, 2016 primary election and the November 8, 2016 general election.
- 4. Pursuant to Section 105.961, RSMo, the Commission's staff has investigated a complaint filed with the Commission relating to activities of the Respondents and reported the investigation's findings to the Commission.
- 5. Based upon the report of the Commission's staff, the Commission determined that there are reasonable grounds to believe that a violation of law occurred, and it therefore voted to refer the matter to Commission counsel pursuant to Section 105.961, RSMo.

COUNT I

Failure to Report Contribution Received

- 6. At a date uncertain but believed by the undersigned parties to be in early 2015, the Committee received the benefit of a list of prospective donors (the "List"), for which the Committee did not pay, and which was not expressly contemplated in any contract executed by the Committee for fundraising or other services. At least one employee or agent of the Committee used the List to contact potential donors to the Committee.
 - 7. The List had a fair market value in excess of One Hundred Dollars (\$100.00).
- 8. No person acting as an agent of the Committee for purposes of accepting possession of the List rendered to the Committee's treasurer a detailed account thereof, as contemplated by 130.036(1), RSMo.
- 9. The Committee did not disclose as a contribution received, on the disclosure report that it filed for the period during which a Committee employee or agent accepted the List, the fair market value of the list.
- 10. On or about April 28, 2017, the Committee filed an amendment of its disclosure report that was filed on April 15, 2015, reporting that it received the List as an in-kind contribution, that the value of the in-kind contribution was Six Hundred Dollars (\$ 600.00), and that the contribution was received from Danie (Lauk)

JOINT CONCLUSIONS OF LAW

COUNT I

Failure to Report Contribution Received

- 1. Section 130.041.1(3), RSMo reads in pertinent part as follows:
 - 1. Except as provided in subsection 5 of section 130.016, the candidate, if applicable, a treasurer or deputy treasurer of every committee which is required to file a statement of organization, shall file a legibly printed or typed disclosure report of receipts and expenditures. The reports shall be filed with the appropriate officer designated in section 130.026 at the times and for the periods prescribed in section 130.046. Except as provided in sections 130.049 and 130.050, each report shall set forth:
 - (3) Receipts for the period, including:

- (d) Total dollar value of all in-kind contributions received;
- (e) A separate listing by name and address and employer, or occupation if self-employed or notation of retirement, of each person from whom the committee received contributions in money or any other thing of value, aggregating more than one hundred dollars, together with the date and amount of each such contribution.
- 2. Section 130,046.1, RSMo sets out the times for filing disclosure reports for periods prior to an election.

- 3. Under Section 130.058, RSMo, the candidate is ultimately responsible for all reporting requirements for the candidate's committee under Chapter 130, RSMo.
- 4. The Commission finds there is probable cause to believe that a violation of § 130.041.1(3), RSMo occurred when the Committee failed to timely disclose the List as an inkind contribution on the disclosure report for the period during which it was received. Respondents assert that they acted in good faith to comply with Missouri's campaign finance laws.

II.

Based on the foregoing, the parties hereto mutually agree and stipulate that the following shall constitute the order entered by the Missouri Ethics Commission in this matter. This order will be effective immediately upon the issuance of the Consent Order of the Missouri Ethics Commission without further action by any party.

- 1. The parties understand that the Petitioner will maintain this Joint Stipulation as an open and public record of the Missouri Ethics Commission.
- 2. The Commission shall issue its Consent Order in the form attached hereto as Exhibit A.
 - a. Respondents shall comply with all relevant sections of Chapter 130, RSMo.
- b. It is order of the Missouri Ethics Commission that a fee is imposed against the Respondent Greitens for Missouri in the amount of \$1,000.00 pursuant to \$105.961.4(6), RSMo. However, if Respondent pays ten percent (10%), of that fee, amounting to \$100.00, within forty-five (45) days after the date of this Order, the remainder of the fee will be stayed, subject to the provisions below. The fee will be paid by check or money order made payable to the Missouri Ethics Commission.

c. If either of the Respondents commits any further violation or violations of the

laws under Chapter 130, RSMo, within the two-year period from the date of this Order, then

Respondents will be required to pay the remainder of the fee. The fee would be due immediately

upon final adjudication finding that either of the Respondents had committed such a violation.

3. The parties consent to the entry of record and approval of this Joint Stipulation

and to the termination of any further proceedings before the Commission based upon the

Complaint filed by the Petitioner in the above action.

4. Respondents, together with their respective heirs, successors, and assigns, do

hereby waive, release, acquit and forever discharge the Missouri Ethics Commission and its

attorneys of or from any liability, claim, actions, causes of action, fees, costs and expenses, and

compensation, including, but not limited to, a claim for attorney's fees whatsoever which

Respondents or Respondents' attorney may now have or which they may hereafter have, which

is based upon or arise out of the above case.

PETITIONER MISSOURI ETHICS COMMISSION

By: ////

Data

Executive Director

John S. Pletz

Date

Attorney for Petitioner

RESPONDENT HON. ERIC GREITENS

By: Hon. Eric Greitens	Date		•
By: Mchael 9 (b) Michael G. Adams Attorney for Respondent	Date Date	il 26,2	017
RESPONDENT GREITENS F	OR MISSOURI	•	

By:	 	<u> </u>		Date
Treasurer				
	·	-		
By:	 •			
Michael G. A Attorney for I	dent		٠.	Date

RESPONDENT HON, ERIC GREITENS

By:	
Hon. Eric Greitens	Date
Rv	
By: Michael G. Adams	Date
	Dave
Attorney for Respondent	

RESPONDENT GREITENS FOR MISSOURI

Treasurer

Attorney for Respondent

Date April 26,201>



NONDISCLOSURE AGREEMENT (EMPLOYEE)

TH	IS NONDISCLOS	URE AGREEMI	ENT (the "	"Agreement"	is entered into the
month of	and year of	, by and	between	THE CENTI	ER FOR CITIZEN
					ON CONTINUES
(hereinafter refer	red to as "TMC")	and			, an individual
(hereinafter refer	red to as "Employ	ee").			

WHEREAS, Employee is currently employed by the Company (or desires to become an employee of the Company); and

WHEREAS, the Company desires that Employee agree not to disclose or misuse certain confidential information; and

WHEREAS, in consideration of Employee's employment (or such continued employment, as TMC shall elect to provide) with TMC, Employee is willing to make such agreements.

NOW, THEREFORE, in consideration of the above-mentioned premises, which are incorporated into this Agreement as though fully set forth at length herein, and the mutual promises and covenants of the parties, as hereinafter set forth, the parties agree as follows:

- 1. <u>Definition of Confidential Information</u>. "Confidential Information" means all information, tangible or intangible, which is related to the operations, plans, strategies, goals, fundraising, business, designs, and/or management of TMC or the subsidiaries and affiliates of TMC, including, but not by way of limitation, the following:
 - (A) personal information of any Mission Continues Fellows, and contact information for any Mission Continues Fellows;
 - (B) personal information of any volunteers of TMC, and contact information for any volunteers of TMC;
 - (C) the identities of any donors or investors, and any personal information of donors or investors, and any contact information for donors or investors;
 - (D) the identities of any persons in the Salesforce database of TMC, and any personal information of any such persons, and any contact information for any such persons;
 - (E) personal information of any members of the Board of Advisors of TMC, and contact information for any members of the Board of Advisors of TMC:
 - (F) personal information of any employees, directors or officers of TMC, and contact information for any employees, directors or officers of TMC;
 - (G) information related to or regarding the finances of TMC (including, without limitation, financial statements, payroll information, tax returns, fundraising reports, tax exemption filings, and financial data);

- (H) information related to or regarding any grant applications and/or any applications for loans, funding or investment;
- (I) plans, lists, databases, marketing and sales practices, projections, trade or business secrets, identities of consultants or advisors, identities of contractors, studies, findings, correspondence and similar or dissimilar information relating to the operations or activities of TMC.

2 Non-Disclosure of Confidential Information.

A. The Employee shall keep all Confidential Information disclosed to or received by Employee in strict confidence. Employee shall not at any time during Employee's employment with TMC or at any time after termination or expiration of Employee's employment with TMC disclose any Confidential Information to any third party, in whole or in part. Without limiting the generality of the preceding sentence, the disclosure prohibited in the preceding sentence includes, without limitation, any posting, publishing, or transmission of Confidential Information on or through social media or on or through the Internet in any manner. Upon termination or expiration of Employee's employment, all Confidential Information and all other property of the Company that is in the possession or under the control of Employee shall be returned to Company, and no copies thereof shall be retained by Employee.

B. Employee shall not be liable for disclosure of Confidential Information if:

- (i) TMC specifically authorizes and directs Employee, in the performance of Employee's duties, to disclose such Confidential Information; or
- (ii) Employee discloses the Confidential Information pursuant to any valid and enforceable subpoena or other judicial compulsion, provided that Employee shall have first promptly notified the Company of such subpoena or judicial compulsion and given the Company opportunity to contest or enjoin such disclosure; or
- (iii) such Confidential Information has become generally available to the public without breach by Employee of this Agreement.

3. Ownership of Intellectual Property Rights.

A. Employee acknowledges and agrees that all intellectual property that is developed by Employee during the time Employee is employed by TMC, and that is within the scope of Employee's employment with TMC, is the property of TMC, including but not limited to any copyrights or trade secrets. Without limiting the generality of the foregoing, the parties hereby agree that any work created by Employee in the scope of Employee's employment shall be deemed a "work made for hire" under the United States Copyright Act. TMC owns all intellectual property rights developed by Employee within the scope of Employee's employment whether developed during TMC's work hours, or at other times, whether developed at TMC's offices or at other locations, whether developed with or without use of TMC resources, and whether developed for TMC or for someone else.

- B. Employee agrees to promptly execute all documents (including, without limitation, any copyright assignments or related documents) requested by TMC in order to register ownership of such intellectual property rights in the name of TMC (or in any name designated by TMC) and to otherwise implement the terms of this Agreement, and to otherwise take such actions as TMC may request in order to protect TMC's rights under this Section.
- C. Unless Employee has first received the prior written consent (by email or letter) of TMC, Employee shall not use or display any portion of any such intellectual property in connection with Employee's portfolio, or Employee's website, or otherwise in any context outside of Employee's employment. TMC shall not unreasonably withhold or delay its consent for such use or display. TMC may, at any time, revoke such consent if TMC determines that such use or display is offensive, defamatory, or inappropriate.
- Remedies. Sections 2 and 3 apply with full force and effect regardless of when, how or why the employment of Employee is terminated and regardless of the cause of such termination; and thus, for example, shall continue to apply if Employee voluntarily leaves his/her employment, if he/she is terminated with or without cause, or if the term of his/her employment expires. It is mutually agreed that the provisions of Sections 2 and 3 are reasonable and acceptable to both parties hereto. It is further mutually agreed that such provisions are necessary to protect the legitimate business interests and charitable purposes of TMC. With respect to each and every breach or violation by Employee of any or all of such provisions, TMC, in addition to all other remedies, shall be entitled to enjoin Employee from the continuance thereof and may apply to any court of competent jurisdiction for entry of a temporary restraining order or injunction. TMC and Employee acknowledge that the unauthorized disclosure by Employee of the Confidential Information or any breach or violation by Employee of the provisions of Sections 2 or 3 would cause irreparable damage to TMC and that it is difficult to ascertain the nature and extent of such irreparable damage. TMC may pursue any and all remedies concurrently or consecutively in any order as to any such breach or violation, and the pursuit of one of such remedies at any time will not be deemed an election of remedies nor waiver of the right to pursue any and all other remedies.
- 5. No Promise by the Company of any Minimum Term of Employment. Nothing contained in this Agreement shall be deemed to constitute any obligation of TMC to provide employment to Employee for any specific minimum period of time, or to restrict or limit in any respect any rights of termination, or remedies, which TMC might otherwise have, in the absence of this Agreement.
- 6. <u>Waiver</u>. No failure in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise or any right, power, or privilege hereunder.
- 7. <u>Amendments</u>. This Agreement may not be amended or in any manner modified except by a written instrument signed by both TMC and Employee.
- 8. <u>Attorneys' Fees</u>. If TMC commences an action to enforce any of the terms of this Agreement, TMC shall be entitled to recover its reasonable attorneys' fees and costs from the Employee.

- 9. <u>Effect of Unenforceability of Provision</u>. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each provision shall be enforced to the maximum extent permitted by law.
- 10. <u>Controlling Law.</u> This Agreement has been made and entered into under the laws of the State of Missouri, and said laws shall control the interpretation hereof.
- 11. Counterparts. This Agreement may be signed in any number of counterparts, and signature to any one counterpart shall be deemed signature to all counterparts, which when taken together shall constitute one Agreement. This instrument and any amendment hereto may be executed via facsimile or by e-mail of a PDF, with the same force and effect as "ink" signatures, and the parties agree that facsimile or PDF execution hereof shall be binding upon the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

LOZIAL GOOTO	
THE CENTER FOR CITIZEN LEADERSHIP, a Missouri nonprofit corporation d/b/a THE MISSION	Employee Name (printed)
CONTINUES	Employee Signature
By: Paul Eisenstein, COO	11-21-2012 Date

Gmail - Re: 911: Hank and Eric

189 189



Michael Hafner

Re: 911: Hank and Eric

Gregg Keller
To: Mike Hafner
Cc: David Barklage
, Mark Green

Tue, Jun 14, 2016 at 11:47 AM

, Ben Hartman

FEC complaint. ASAP.

Sent from my iPhone - please excuse typos and brevity

On Jun 14, 2016, at 11:44 AM, Mike Hafner <mike@johnforgovernor.com> wrote:

To discuss.

Sent from my iPhone

Begin forwarded message:

From: Nick Maddux <nmaddux@hanawayforgovernor.com>

Date: June 14, 2016 at 11:38:21 AM CDT
To: Mike Hafner <mike@johnforgovernor.com>

Subject: Hank and Eric

News Clip from KC HQ Opening: https://www.youtube.com/watch?v=9jTgFCPtIHA

Greitens KC office opening was 5/19

LG PAC filed with the FEC on 5/16, three days earlier.

LG registered as an independent expenditure-only committee operating under the SpeechNOW rule, with Hank Monsees as its treasurer. Same deal as Right to Rise USA or anything similar: it can only make expenditures not made in cooperation, consultation or concert with a candidate or candidate committee. Monsees's presence at the opening certainly begs the question.

<image001.png>

Nick Maddux

9109 Watson Road

3rd Floor

St. Louis, MO 63126

Office: 314-898-0008

Cell:

nmaddux@hanawayforgovernor.com

<image002.png>

2 attachments



image001.png 460K







The Mission Continues

Team Member Handbook

Letter from our Founder & CEO

Dear Team Members:

When I founded The Mission Continues in 2007, my goal was to ensure that veterans returning from military service were challenged to serve and inspire in their communities. With a small team of board members and staff, we awarded our first fellowship, and we set off to ensure that our nation recognizes this generation of veterans as assets.

Since our inception, The Mission Continues' team has grown to include a national network of Fellows, volunteers, and staff. We became recognized as one of the most innovative veterans' organizations in the country by the Draper Richards Kaplan Foundation, the Manhattan Institute and the Social Venture Network. As we continue to award Fellowships to outstanding veterans, our impact will grow at a remarkable pace. In the coming years I fully expect our reach to be felt by millions.

The hard work and energy from our Team Members has been and will remain the foundation for every life we touch at The Mission Continues. You give hope to our Fellows, inspiration to our donors, and confidence to our partners. Without you, we are unable to challenge our veterans to serve and lead.

The Team Member Handbook will provide you with policies and guidelines for our work. However, your most important reference point should always be our five core values. Each core value is integral to our culture at The Mission Continues and should serve as your guide through every decision you make.

I am honored to have you on our team.

In service,

Eric Greitens
Founder and CEO

The Mission Continues

Z. K. Carre

Care of Donor Records

The impression that donors have of our organization is based, in part, on the way we care for their records. If we are careless with their files and records, donors may conclude that we have the same attitude toward our technical work. As professionals, we must respect the confidence in which we are entrusted and ensure that donor files are handled with care.

When possible, obtain all material from donor files and then return the material back to the files. Material should be returned in the same condition or better than when it was received.

Under no circumstances should outside requests for donor material be fulfilled unless prior written permission is received from your Team Leader.

Care of Equipment

You are expected to demonstrate proper care when using the organization's property and equipment. No property may be removed from the premises without the proper authorization from your Team Leader. If you lose, break or damage any property, report it to your Team Leader at once.

In addition, Team Members may not use our Systems:

- To download, save, send or access any defamatory, discriminatory or obscene material;
- To download, save, send or access any music, audio or video file for personal use;
- To download anything from the internet (including shareware or free software) without the advance written permission of IT management;
- To download, save, send or access any site or content that The Mission Continues might deem "adult entertainment;"
- To access any "blog" or otherwise post a personal opinion on the Internet unrelated to your work at The Mission Continues;
- To solicit Team Members or others unless on behalf of The Mission Continues;
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of The Mission Continues or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights; and
- In connection with the violation or attempted violation of any law.

A Team Member may not misrepresent, disguise, or conceal his or her identity or another's identity in any way while using Electronic Communications; make changes to Electronic Communications without clearly indicating such changes; or use another person's account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

Team Members must always respect intellectual property rights such as copyrights and trademarks.

Protecting Organization Information

Protecting our organization's information is the responsibility of every Team Member, and we all share a common interest in making sure information is not improperly or accidentally disclosed. Do not discuss the organization's confidential business or proprietary business matters, or share confidential, personal Team Member information with anyone who does not work for us such as friends, family members, members of the media, or other business entities. You are required to sign a nondisclosure agreement (NDA) as a condition of your employment, in accordance with state and federal law.

All telephone calls regarding a current or former Team Member's position/compensation with our organization must be forwarded to the Vice President of Finance & Operations.

The Mission Continues address shall not be used for the receipt of personal mail. Any exceptions must be approved by the Vice President of Finance and Operations in advance.

33 12/12





MEMORANDUM OF UNDERSTANDING

BY

AND

BETWEEN

ERIC GREITENS LLC, D/B/A THE GREITENS GROUP

AND

THE CENTER FOR CITIZEN LEADERSHIP, D/B/A THE MISSION CONTINUES

This memorandum of understanding (this "MOU") is by and between The Mission Continues (as defined below) on the one hand and The Greitens Group (as defined below) on the other hand and sets forth certain guidelines and rules that must govern the relationship and interactions between The Mission Continues and The Greitens Group. The purpose of this MOU is to set forth a framework that will: (i) preserve the nonprofit status of The Mission Continues, (ii) allow The Mission Continues to benefit from the resources and services of the managers, officers and employees of The Greitens Group and (iii) confirm that all donations of money, goods, services, time or other resources to The Mission Continues will continue to be used exclusively for The Mission Continues' stated purpose of enabling veterans to become citizen leaders, consistent with The Mission Continues' status as a 501(c)(3) nonprofit corporation and with its bylaws, and for no other purpose whatsoever.

L BACKGROUND TO THE MISSION CONTINUES AND THE GREITENS GROUP

Upon returning to the United States from his military deployment to Iraq in April 2007 and having completed his military service obligation, Eric Greitens began to focus on building a new life as a civilian. Mr. Greitens' intention was to build a life of public service that would also include work as a teacher and an author. Soon after returning home, Mr. Greitens visited with wounded service members at Bethesda Naval Hospital in Bethesda, Maryland. Despite their injuries and disabilities, each service member that Mr. Greitens met during his visit expressed a clear desire to continue serving their country in some capacity. Inspired by their determination, in April 2007, Mr. Greitens founded The Center for Citizen Leadership, d/b/a The Mission Continues ("The Mission Continues"), a 501(c)(3) nonprofit corporation formed under Missouri law, and donated his combat pay to the organization. Choosing to set an example of service for the organization from the outset, Mr. Greitens served as Chief Executive Officer ("CEO") of The Mission Continues without receiving any compensation or employee benefits.

Concurrent with his founding of The Mission Continues, Mr. Greitens founded Eric Greitens, LLC, d/b/a The Greitens Group ("The Greitens Group"), a Missouri limited liability company, with the intent of establishing an organization through which to separately and exclusively conduct all of his forprofit work as an author, speaker and teacher.

DC\2308534.4

Updated: December 2012



In June 2009, Mr. Greitens was awarded a Draper Richards fellowship which enabled him to be compensated for his work as CEO of The Mission Continues. To date, Mr. Greitens serves as both the CEO of The Mission Continues and the CEO of The Greitens Group and receives compensation from both organizations.

II. SEPARATE AND DISTINCT PURPOSES OF THE MISSION CONTINUES AND THE GREITENS GROUP

The Mission Continues and The Greitens Group have stated purposes that are separate and distinct from each other.

As a 501(c)(3) nonprofit corporation, the purpose of The Mission Continues is exclusively charitable, with the bylaws of The Mission Continues stating its purpose as follows: "The Mission Continues challenges veterans to serve and lead in communities across America." The Mission Continues does not serve the private interests of Mr. Greitens or The Greitens Group. As set forth below in this MOU, The Mission Continues is specifically prohibited from advertising or promoting Mr. Greitens' private business activities (such as his books and paid speaking events) and from paying for Mr. Greitens' travel expenses unless such travel specifically relates to The Mission Continues.

The Greitens Group was formed on July 5, 2007 by Mr. Greitens, as its sole member. The purpose of The Greitens Group is to support and promote the for-profit business activities of Mr. Greitens that are separate and distinct from his work as CEO of The Mission Continues, including, without limitation, his literary and media profile activities, paid public speaking events, and thought leadership efforts. Additionally, The Greitens Group creates and delivers content that helps people to live lives—and lead others in lives—of high achievement and purpose.

For the avoidance of doubt, the Mission Continues does not serve or promote the private interests of Mr. Greitens and The Greitens Group.

III. SEPARATE BOARD GOVERNANCE AND MANAGEMENT OF THE MISSION CONTINUES AND THE GREITENS GROUP

With the exception of Mr. Greitens, each present and future member of the board of directors of The Mission Continues (the "TMC Board") (i) will not serve as a manager, officer or employee of The Greitens Group and (ii) will not have any managerial or ownership connection to The Greitens Group. As set forth in the bylaws of The Mission Continues, the TMC Board must consist of at least three directors and each director must hold office for a term of two (2) years. The TMC Board will observe all corporate formalities, will hold board meetings at least two times per year and will maintain its own minute book. Vacancies in the TMC Board existing by reason of resignation, death, incapacity or removal before the expiration of such member's term must be filled by a majority vote of the remaining directors of the TMC Board.

Similarly, with the exception of Mr. Greitens and his Executive Assistant, none of the current and future officers or employees of The Mission Continues will contemporaneously serve as managers, officers or employees of The Greitens Group. Officers of The Mission Continues are elected by the TMC Board at regular meetings of the TMC Board.

Nothing in this MOU shall be deemed to prohibit The Mission Continues from continuing to

pay Mr. Greitens a salary and certain employee benefits that are consistent with Mr. Greitens' experience and qualifications, provided that such salary and employee benefits are provided solely in return for services provided by Mr. Greitens as CEO of the The Mission Continues.

The Mission Continues, The Greitens Group, Mr. Greitens and Mr. Greitens' Executive Assistant have entered into a Cost Allocation Agreement, dated December [●], 2012, (the "Cost Allocation Agreement") that, among other things, governs the allocation of office and employee benefit expenses for both Mr. Greitens and his Executive Assistant to be paid by The Mission Continues and The Greitens Group.

The Mission Continues may also pay for Mr. Greitens' travel expenses, but only if such travel specifically relates to his duties as CEO of The Mission Continues. Regardless of the benefits received by The Mission Continues as outlined in Article IV below, The Mission Continues shall not pay for Mr. Greitens' travel for book events, public speaking events, or for his other private business activities conducted through The Greitens Group or otherwise.

IV. GUIDELINES FOR RELATIONSHIP BETWEEN THE MISSION CONTINUES AND THE GREITENS GROUP

The Mission Continues, while having a separate and distinct purpose and maintaining separate and independent governance, management and operations from The Greitens Group, does, on occasion, receive resources and services from The Greitens Group by virtue of the fact that Mr. Greitens serves as founder and CEO of both organizations.

a. PUBLIC EXPOSURE

Mr. Greitens' role as an author and speaker has helped to increase the general public's awareness of The Mission Continues. For example, organizations that pay Mr. Greitens to speak are attracted to his unique humanitarian, military, and leadership experience and such speaking engagements provide Mr. Greitens with the opportunity to both develop awareness of The Mission Continues and meet with potential donors to The Mission Continues, interested volunteers and wounded veterans. In addition, many people who read Mr. Greitens' books or consume media related to his books have become aware of and supported The Mission Continues. The benefits derived by The Mission Continues from Mr. Greitens' speaking engagements, books and other media are provided to The Mission Continues at no charge and without expectation of compensation. Such benefits, which are made possible by Mr. Greitens and The Greitens Group, have enabled The Mission Continues to reach new audiences at an exceptional rate. They have had a major impact on the exceptional growth of The Mission Continues, and have fueled awareness of, media attention for, and substantial investments in its work. Accordingly, nothing in this MOU shall prohibit Mr. Greitens or The Greitens Group from communicating his story and experiences (including, without limitation, his experiences regarding The Mission Continues) through speeches, teaching, books and/or other media, even if such communication is part of his private business activities.

From time to time, Mr. Greitens' participation in a The Mission Continues event or activity or his role as CEO of The Mission Continues may directly lead to a request for private business activity on the part of Mr. Greitens. For the purposes of this Section IV(a), a "TMC-Generated Request" shall mean a request made to Mr. Greitens or The Greitens Group for a private business activity (such as a private speaking engagement or a book event) that: (i) is made

by a The Mission Continues donor, sponsor, volunteer, or event participant; and (ii) occurs during, or as a direct result of, a The Mission Continues event or activity.

In the event that a TMC-Generated Request has been made and The Greitens Group desires to engage in such private business activity, The Greitens Group must first take the following actions: (i) promptly notify the COO of The Mission Continues of such TMC-Generated Request; and (ii) cooperate with The Mission Continues to generate a donation opportunity for The Mission Continues from such TMC-Generated Request, which cooperation shall include, without limitation, a request by The Greitens Group that the requesting party make a donation to The Mission Continues (in addition to paying the standard fees charged by The Greitens Group). Provided that the above actions have been complied with, Mr. Greitens and The Greitens Group shall be permitted to engage in the private business activity arising out of a TMC-Generated Request.

If, during Mr. Greitens' employment with The Mission Continues, a third party requests that Mr. Greitens or The Greitens Group engage in any activity, on a private basis, that is similar to any activity that The Mission Continues performs, Mr. Greitens and The Greitens Group shall promptly inform the COO of The Mission Continues of such request, and neither Mr. Greitens nor The Greitens Group shall engage in the activity in any manner unless and until the TMC Board specifically approves such engagement in the activity by Mr. Greitens or The Greitens Group. The parties hereto agree that the private business activities referenced in this MOU (such as Mr. Greitens' books and paid speaking events) are not similar to or competitive with The Mission Continues activities.

b. EMPLOYEE SERVICES

In addition to promoting awareness of The Mission Continues through Mr. Greitens' work in The Greitens Group, certain employees of The Greitens Group donate their time and services for the benefit of The Mission Continues at no charge.

The following sets forth the rules governing the use of employees of The Greitens Group for the benefit of The Mission Continues:

- 1. Employees of The Greitens Group can, but are not required to, serve as unpaid volunteers at any volunteer activity of The Mission Continues.
- 2. It is also acceptable and encouraged for employees of The Greitens Group to donate their time and particular expertise to The Mission Continues at no charge.
- 3. Where possible and at no charge, The Greitens Group is authorized to use a media event involving Mr. Greitens and his work to promote awareness of The Mission Continues. If Mr. Greitens is donating a portion of the proceeds of any sales from his private business activities to The Mission Continues, this MOU does not prohibit Mr. Greitens or The Greitens Group from communicating such fact.

As set forth in Section V below, employees of The Mission Continues may not donate their time or services and may not use media content involving The Mission Continues and/or Mr. Greitens in his role as CEO of The Mission Continues for the benefit of or to promote

awareness of The Greitens Group.

c. EXPENSES, OFFICE SPACE, INSURANCE AND BANK ACCOUNTS

- 1. With the exception of Mr. Greitens and Mr. Greitens' Executive Assistant, each current and future employee shall work for either The Mission Continues or The Greitens Group, but not contemporaneously for both organizations. Notwithstanding the preceding sentence, Mr. Greitens' Executive Assistant who, among other things, is responsible for coordinating his schedule, managing incoming and outgoing correspondence, handling requests for his time, and synchronizing schedules among The Greitens Group staff and The Mission Continues staff, receives a portion of his/her compensation and benefits from The Greitens Group and the remaining portion from The Mission Continues pursuant to the Cost Allocation Agreement. Besides Mr. Greitens, this Executive Assistant is the only employee of either The Greitens Group or The Mission Continues that receives compensation from both The Greitens Group and The Mission Continues.
- 2. Mr. Greitens will, from time to time, hold events for both employees of The Greitens Group and The Mission Continues. For such events, The Greitens Group will pay the pro rata costs and expenses for employees of The Greitens Group and The Mission Continues will pay the pro rata costs and expenses for employees of The Mission Continues, with such costs and expenses being paid by the The Greitens Group and The Mission Continues from separately designated bank accounts.
- 3. Mr. Greitens pays for and maintains a contact management system for The Greitens Group that is separate from the contact management system used by The Mission Continues. The two organizations do not share contact information unless a specific person expressly requests to receive information from the other organization. In such an event, the third party's contact information can be forwarded to the other organization. For example, when Mr. Greitens speaks at a book event and potential donors, volunteers or veterans ask for information about The Mission Continues, The Greitens Group is only authorized to pass along the contact information of such individuals to The Mission Continues but is not authorized to contact such individuals on behalf of The Mission Continues.
- 4. All costs, expenses and liabilities of The Greitens Group are incurred and paid for by The Greitens Group, and its office space is used solely by employees of The Greitens Group. All costs, expenses and liabilities of The Mission Continues are incurred and paid for by The Mission Continues, and its office space is used solely by employees of The Mission Continues. Notwithstanding the foregoing, because Mr. Greitens and his executive assistant work for both The Greitens Group and The Mission Continues, their respective expenses Are shared between the parties hereto pursuant to the Cost Allocation Agreement.
- 5. The Mission Continues maintains separate insurance from The Greitens Group and pays for such insurance separately. Neither organization is listed as an additional insured on the other organization's insurance policies.

6. The Greitens Group and The Mission Continues maintain separate bank accounts do not co-mingle any cash held in such bank accounts. The TMC Board has ultimate responsibility and general oversight of the budget and finances of The Mission Continues.

d. DONATIONS

Mr. Greitens and his wife, Sheena Greitens, and The Greitens Group have made and will continue to make charitable donations to The Mission Continues. These charitable donations to The Mission Continues are clearly marked as "donations."

V. PROHIBITION OF SERVICES PROVIDED TO THE GREITENS GROUP

The TMC Board, officers and employees of The Mission Continues are prohibited from engaging in any activities of or providing any services to The Greitens Group. In particular, employees of The Mission Continues must not sell, promote, or advertise any of Mr. Greitens' books or other media, to include his books The Heart and the Fist, The Warrior's Heart, and/or Strength and Compassion, and each such person has been given explicit guidance to not mention Mr. Greitens' books in invitations, on the website of The Mission Continues, or in any publications issued by The Mission Continues. In addition, no member of the TMC Board, officer or employee of The Mission Continues is permitted to promote, advertise, or engage potential clients of The Greitens Group regarding paid speaking engagements or any other activities. If an employee, officer or board member of The Mission Continues is approached by a person interested in pursuing any of the aforementioned activities, he or she has been instructed to refer such person to the Managing Director of The Greitens Group, who, in certain cases described in Section IV(a) above, is required to notify the COO of The Mission Continues pursuant to Section IV(a).

VI. REVIEW AND APPROVAL OF MOU

This MOU will be reviewed and approved annually by the TMC Board and Mr. Greitens to ensure that it meets the current needs and requirements of both The Mission Continues and The Greitens Group. This MOU may be amended as necessary and, and if amended, will be submitted for approval to the TMC Board and Mr. Greitens. Both the TMC Board and Mr. Greitens must consent to any amendment to this MOU in writing before such amendment becomes effective. Each board member of The Mission Continues and Mr. Greitens must review the MOU annually.

VII. IN SUM

Mr. Greitens is the CEO of The Mission Continues and the CEO of The Greitens Group. The Mission Continues benefits from the public exposure of its CEO who is engaged, through his role as CEO of The Greitens Group, as a speaker, author, and educator. To protect the interests and nonprofit status of The Mission Continues, employees of The Mission Continues must not use any of its resources, financial or otherwise, to benefit The Greitens Group in any way. Mr. Greitens will continue to serve as CEO of The Mission Continues in compliance with the guidelines and rules set forth in this MOU so that The Mission Continues can continue to grow and empower our veterans to become citizen leaders. Mr. Greitens may also continue to cause The Greitens Group to donate its time, services and resources for the benefit of The Mission Continues pursuant to the guidelines set forth in this MOU.

VII. ENTIRE AGREEMENT; NO THIRD PARTY BENEFICIARIES.

This MOU constitutes the entire agreement, and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this MOU. Except with respect to the activities of Mr. Greitens that this MOU permits, this MOU is not intended to confer upon any person other than the parties hereto any rights or remedies.

IX. COUNTERPARTS

This MOU may be executed in one or more counterparts, all of which shall be considered one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other parties.

ERIC GREITENS, LIC d/b/a THE CENTER FOR CITIZEN LEADERSHIP d/b/a THE MISSION CONTINUES By: Name: Gary Giglio

4

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first written

Title:

December [__], 2012

The Mission Continues 1141 South 7th Street St. Louis, Missouri 63104

The Greitens Group 1141 South 7th Street St. Louis, Missouri 63104

Re: Cost allocation agreement regarding the office space and employee benefit expenses of Eric Greitens and his executive assistant

Ladies and Gentlemen:

As you know, Eric Greitens, CEO of both The Center for Citizen Leadership, d/b/a The Mission Continues, a 501(c)(3) nonprofit corporation formed under Missouri law ("TMC") and Eric Greitens, LLC, d/b/a The Greitens Group, a Missouri limited liability company ("GG", and together with TMC, the "Parties" and each a "Party"), and his executive assistant, conduct work for both TMC and GG on a daily basis. The Parties desire to enter into this cost allocation agreement (this "Agreement") to govern the allocation of certain employment related costs and expenses of Mr. Greitens and his executive assistant. Pursuant to this Agreement, the Parties hereby agree, as of the date hereof, to allocate the incurred costs and expenses of (i) Mr. Greitens' and his executive assistant's respective office space, to include, without limitation, the rent for their respective office space, telephone, internet, electric, and office supplies and (ii) the employee benefit expenses of Mr. Greitens and his executive assistant, between each other in the manner set forth herein.

I. Office Space

Each of the Parties conduct their operations out of the same office building, 1141 South 7th Street, St. Louis, Missouri 63104 (the "Missouri office"). TMC has its own working space in the Missouri office (the "TMC work space") and GG has its own working space in the Missouri office. Each Party is billed separately for monthly rent by 1141 South Seventh Street Master Tenant, LLC, the landlord of the Missouri office, for such Party's respective work space. Additionally, each Party is billed separately for the use of printers, phone and internet. On a daily basis, Mr. Greitens and his executive assistant each work in the Missouri office space on certain matters for TMC and certain matters for GG. Their respective offices are part of the TMC work space and, accordingly, comprise a portion of the monthly rent paid by TMC.

II. Employee Benefit Expenses

Mr. Greitens currently receives the following employee benefits from TMC: Health, Dental, Vision and Life Insurance. Mr. Greitens' executive assistant currently receives the following employee benefits from TMC: Health, Dental, Vision and Life Insurance.

III. Cost Allocation of Office Space and Employee Benefit Expenses

Recognizing that Mr. Greitens and his executive assistant regularly conduct work for both Parties at the Missouri office, the Parties hereby agree that GG shall reimburse TMC on an annual basis for (i) 50% of the cost of Mr. Greitens' executive assistant's office

and (ii) 50% of Mr. Greitens employee benefit expenses and 50% of the Executive assistant's employee benefit expense (such annual costs, collectively, the "GG Annual Cost Obligation")

The first annual determination of the aggregate dollar amount of the GG Annual Cost Obligation shall be (i) conducted by a qualified financial officer of TMC within five (5) business days after December 31, 2012 and (ii) re-determined by a qualified financial officer of TMC at the beginning of each following fiscal year thereafter in the manner set forth in clause (i) above.

TMC shall provide a written notice (the "Annual Reimbursement Notice") to GG no later than [five (5)] business days after the GG Annual Cost Obligation has been determined pursuant to the immediately preceding paragraph. Upon delivery of the Annual Reimbursement Notice, GG will reimburse TMC, to an account designated by TMC, an amount in immediately funds constituting the GG Annual Cost Obligation.

IV. Term and Termination

The term of this Agreement shall commence on January 1, 2013 and shall continue thereafter for a period of 12 months, unless and until terminated as provided hereunder (the "<u>Initial Term</u>"). Upon expiration of the Initial Term, this Agreement shall automatically renew for additional successive one (1) year terms unless and until either Party provides written notice of non-renewal at least 30 days prior to the end of the then-current term (each a "<u>Renewal Term</u>" and together with the Initial Term, the "<u>Term</u>"), or unless and until sooner terminated as provided hereunder.

This Agreement may be terminated prior to the expiration of the Term on written notice:

- 1. by TMC, if GG fails to pay any amount due to TMC hereunder and such failure continues for 30 days after GG's receipt of notice of nonpayment; or
- 2. by either Party at any time upon 30 days' prior written notice to the other Party.

The expiration or termination of this Agreement, for any reason, shall not release either Party from any obligation or liability to the other Party, including any payment obligation that has already accrued hereunder. Following the termination of this Agreement, TMC will promptly invoice GG for any outstanding expenses due and owing under this Agreement, and GG shall promptly pay all such outstanding expenses to TMC.

V. Miscellaneous

This Agreement represents the entire understanding between the parties hereto, and supersedes any and all prior written and oral negotiations, commitments, agreements, arrangements and understandings among the parties hereto, with respect to the subject matter hereof.

The Parties may at any time by written agreement amend this Agreement, including, without limitation, making additions to or deletions from the calculation of the office amounts and benefit expenses amounts.

This Agreement may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one Agreement binding on both of the parties hereto, notwithstanding that both parties shall not have signed the same counterpart.

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri without regard to conflicts of law principles.

Very truly yours,

THE MISSION CONTINUES

Name

Agreed to as of December_, 2012:

THE CREITENE CDAIR

Name: AME OF HITMAN

Exhibit A

GG Monthly Cost Obligation

The GG Monthly Cost Obligation is calculated as follows:

Step 1: The TMC Monthly Rent <u>plus</u> monthly cost of TMC long distance phone, and internet (collectively, "expenses") (Rent = \$5300 + Long Distance \$720 = \$6020.00) <u>divided by</u> the current number of full time employees of TMC (24)

\$250.83 = the cost of TMC Monthly Rent/expenses per TMC employee

Step 2: Cost of TMC Monthly Rent/expenses per TMC employee divided by 2

\$125.41 = 50% of the cost of Mr. Greitens' office that will be reimbursed to TMC by GG ("Greitens Office Amount")

Step 3: Cost of Greitens monthly benefit expense divided by 2

\$197.17 = 50% of the cost of Mr. Greitens' monthly benefit expense that must be reimbursed to TMC by GG ("Greitens Benefit Expense Amount") (394.34 X 50% = \$197.17)

Step 4: Cost of TMC Monthly Rent/expenses per TMC employee divided by [4]

\$125.41 = 50% of the cost of Mr. Greitens' executive assistant's office that should be reimbursed to TMC by GG ("Executive Assistant Office Amount") (250.83 X 50% = \$125.41)

Step 5: Cost of Executive assistant's monthly benefit expense divided by 2

\$187.89 = 50% of the cost of Mr. Greitens' executive assistant's monthly benefit expenses that must be reimbursed to TMC by GG ("Executive Assistant Benefit Expense Amount") (375.77 X 50% = 187.89)

GG Monthly Cost Obligation = (i) Greitens Office Amount + (ii) Executive Assistant Office Amount + (iii) Greitens Benefit Expense Amount + (iv) Executive Assistant Benefit Expense Amount

TOTAL = 635.89/month

NONDISCLOSURE AGREEMENT (EMPLOYEE)

THIS	NONDISCLOSU	JRE AGREE	EMENT (t	he "Agreer	nent") is e	ntered into the
month of	and year	of, b	y and bet	ween THE	CENTER	FOR CITIZEN
LEADERSHI	P, a Missouri	nonprofit con	rporation of	d/b/a THE	MISSION	CONTINUES
(hereinafter i	referred to as	"TMC"), a	nd			, an
individual (he	reinafter referred	to as "Emplo	oyee").			

WHEREAS, Employee is currently employed by the Company (or desires to become an employee of the Company); and

WHEREAS, the Company desires that Employee agree not to disclose or misuse certain confidential information; and

WHEREAS, in consideration of Employee's employment (or such continued employment, as TMC shall elect to provide) with TMC, Employee is willing to make such agreements.

NOW, THEREFORE, in consideration of the above-mentioned premises, which are incorporated into this Agreement as though fully set forth at length herein, and the mutual promises and covenants of the parties, as hereinafter set forth, the parties agree as follows:

- 1. <u>Definition of Confidential Information.</u> "Confidential Information" means all information, tangible or intangible, which is related to the operations, plans, strategies, goals, fundraising, business, designs, and/or management of TMC or the subsidiaries and affiliates of TMC, including, but not by way of limitation, the following:
- (A) personal information of any Mission Continues Fellows, and contact information for any Mission Continues Fellows;
- (B) personal information of any volunteers of TMC, and contact information for any volunteers of TMC;
- (C) the identities of any donors or investors, and any personal information of donors or investors, and any contact information for donors or investors;
- (D) the identities of any persons in the Salesforce database of TMC, and any personal information of any such persons, and any contact information for any such persons;
- (E) personal information of any members of the Board of Advisors of TMC, and contact information for any members of the Board of Advisors of TMC;
- (F) personal information of any employees, directors or officers of TMC, and contact information for any employees, directors or officers of TMC;
 - (G) information related to or regarding the finances of TMC (including,



without limitation, financial statements, payroll information, tax returns, fundraising reports, tax exemption filings, and financial data);

- (H) information related to or regarding any grant applications and/or any applications for loans, funding or investment;
- (I) plans, lists, databases, marketing and sales practices, projections, trade or business secrets, identities of consultants or advisors, identities of contractors, studies, findings, correspondence and similar or dissimilar information relating to the operations or activities of TMC.

2 Non-Disclosure of Confidential Information.

A. The Employee shall keep all Confidential Information disclosed to or received by Employee in strict confidence. Employee shall not at any time during Employee's employment with TMC or at any time after termination or expiration of Employee's employment with TMC disclose any Confidential Information to any third party, in whole or in part. Without limiting the generality of the preceding sentence, the disclosure prohibited in the preceding sentence includes, without limitation, any posting, publishing, or transmission of Confidential Information on or through social media or on or through the Internet in any manner. Upon termination or expiration of Employee's employment, all Confidential Information and all other property of the Company that is in the possession or under the control of Employee shall be returned to Company, and no copies thereof shall be retained by Employee.

- B. Employee shall not be liable for disclosure of Confidential Information if:
 - (i) TMC specifically authorizes and directs Employee, in the performance of Employee's duties, to disclose such Confidential Information; or
 - (ii) Employee discloses the Confidential Information pursuant to any valid and enforceable subpoena or other judicial compulsion, provided that Employee shall have first promptly notified the Company of such subpoena or judicial compulsion and given the Company opportunity to contest or enjoin such disclosure; or
 - (iii) such Confidential Information has become generally available to the public without breach by Employee of this Agreement.

3. Ownership of Intellectual Property Rights.

A. Employee acknowledges and agrees that all intellectual property that is developed by Employee during the time Employee is employed by TMC, and that is within the scope of Employee's employment with TMC, is the property of TMC, including but not limited to any copyrights or trade secrets. Without limiting the generality of the foregoing, the parties hereby agree that any work created by Employee in the scope of Employee's employment shall be deemed a "work made for hire" under the United States Copyright Act. TMC owns all intellectual property rights developed by Employee within the scope of

Employee's employment whether developed during TMC's work hours, or at other times, whether developed at TMC's offices or at other locations, whether developed with or without use of TMC resources, and whether developed for TMC or for someone else.

- B. Employee agrees to promptly execute all documents (including, without limitation, any copyright assignments or related documents) requested by TMC in order to register ownership of such intellectual property rights in the name of TMC (or in any name designated by TMC) and to otherwise implement the terms of this Agreement, and to otherwise take such actions as TMC may request in order to protect TMC's rights under this Section.
- C. Unless Employee has first received the prior written consent (by email or letter) of TMC, Employee shall not use or display any portion of any such intellectual property in connection with Employee's portfolio, or Employee's website, or otherwise in any context outside of Employee's employment. TMC shall not unreasonably withhold or delay its consent for such use or display. TMC may, at any time, revoke such consent if TMC determines that such use or display is offensive, defamatory, or inappropriate.
- 4. Remedies. Sections 2 and 3 apply with full force and effect regardless of when, how or why the employment of Employee is terminated and regardless of the cause of such termination; and thus, for example, shall continue to apply if Employee voluntarily leaves his/her employment, if he/she is terminated with or without cause, or if the term of his/her employment expires. It is mutually agreed that the provisions of Sections 2 and 3 are reasonable and acceptable to both parties hereto. It is further mutually agreed that such provisions are necessary to protect the legitimate business interests and charitable purposes of TMC. With respect to each and every breach or violation by Employee of any or all of such provisions, TMC, in addition to all other remedies, shall be entitled to enjoin Employee from the continuance thereof and may apply to any court of competent jurisdiction for entry of a temporary restraining order or injunction. TMC and Employee acknowledge that the unauthorized disclosure by Employee of the Confidential Information or any breach or violation by Employee of the provisions of Sections 2 or 3 would cause irreparable damage to TMC and that it is difficult to ascertain the nature and extent of such irreparable damage. TMC may pursue any and all remedies concurrently or consecutively in any order as to any such breach or violation, and the pursuit of one of such remedies at any time will not be deemed an election of remedies nor waiver of the right to pursue any and all other remedies.
- 5. No Promise by the Company of any Minimum Term of Employment. Nothing contained in this Agreement shall be deemed to constitute any obligation of TMC to provide employment to Employee for any specific minimum period of time, or to restrict or limit in any respect any rights of termination, or remedies, which TMC might otherwise have, in the absence of this Agreement.
- 6. <u>Waiver</u>. No failure in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise or any right, power, or privilege hereunder.
- 7. <u>Amendments.</u> This Agreement may not be amended or in any manner modified except by a written instrument signed by both TMC and Employee.

- 8. Attorneys' Fees. If TMC commences an action to enforce any of the terms of this Agreement, TMC shall be entitled to recover its reasonable attorneys' fees and costs from the Employee.
- 9. Effect of Unenforceability of Provision. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each provision shall be enforced to the maximum extent permitted by law.
- 10. <u>Controlling Law</u>. This Agreement has been made and entered into under the laws of the State of Missouri, and said laws shall control the interpretation hereof.
- 11. Counterparts. This Agreement may be signed in any number of counterparts, and signature to any one counterpart shall be deemed signature to all counterparts, which when taken together shall constitute one Agreement. This instrument and any amendment hereto may be executed via facsimile or by e-mail of a PDF, with the same force and effect as "ink" signatures, and the parties agree that facsimile or PDF execution hereof shall be binding upon the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

THE CENTER FOR CITIZEN LEADERSHIP, a Missouri nonprofit corporation d/b/a THE MISSION CONTINUES	Fric R Cyreitens Employee Name (printed) Employee Signature
By:, Jack Neyens COO	$\frac{11/27/2012}{\text{Date}}$

From: To:	Reichardt, Lyndsey < Ireichardt@missioncontinues.org > Stevens, Lori <
cc:	Kympton, Spencer < >;Eric Greitens >;Eric Greitens < eric.greitens@gmail.com>;Eric Greitens < greitens@missioncontinues.org>;Krystal Taylor < ktaylor@missioncontinues.org>;Lyndsey Hodges < line of the continues or the continues
Sent:	5/19/2014 2:07:03 PM
Subject:	Re: transition calls - memo and \$1K+ list
Attachments:	5.19.2014 Call List (TMC Transition LH additions).odt
Hi Eric,	
need a call to a do might want to con	on April 24th. Lori and I discussed this list. I also added a couple of people whom I think becument attached here. Additionally, I went through the \$1,000+ list and flagged others you is ider calling. I've included their names at the end of the document, and if you want to call v. I am happy to pull phone numbers and ensure you have appropriate background on everyone.
NOTE: If you have is also retiring fro	5
On Tue, May 13, 7	2014 at 7:10 PM, Stevens, Lori <
Krystal and I had	talked about Eric letting me know as he makes the calls.
Eric - do you wan	t to send a daily update to Spence and me? Or just shoot us notes as you complete calls?
Any takers on the	June 10th gathering or meetings yet?
Thanks! L	
are we tracking pr	2014 at 1:00 PM, Kympton, Spencer <
On Thu, May 8, 20 Hi Eric,	014 at 6:48 PM, Stevens, Lori wrote:
Here is the transiti	on call info
	with background notes. I can't for the life of me figure out how to get rid of Krystal's highlights. on't work. So, a little extra color for you:)

EXHIBIT

2) The \$1K+ list, thanks to Thalia
3) Service Platoon sponsorship info - reference for Steven Miller, Pete Riehl and Ted Pappendick calls
4) Strategic plan slides - reference for Hauck (Lyndsey sent them to him by mail with a note in February)
5) St. Louis memo from Lyndsey - in case it's helpful context
One thing to consider:
* If you get a strong group responding to the dinner invitation right away, then let's stick with just inviting Bobak, from the STL LC. Inviting Bobak is key to inviting John and it's important to invite if we invite him.
* If we don't get the top investors like the coming, then you might consider inviting the rest of the STL LC plus include then, too.
* Even if we don't invite them, we'll need to add a round of personal calls from you to them. People like (not on the committee any more but fits in this camp), would want to hear from you personally.
L .
Lori Stevens Vice President, Growth Strategy and Development The Mission Continues Facebook Twitter Donate CFC# 46324
Spencer Kympton President The Mission Continues 65 Broadway, Suite 1803 New York, NY 10006 Facebook Twitter Donate CFC# 46324
Lori Stevens Vice President, Growth Strategy and Development The Mission Continues

Facebook | Twitter | Donate | CFC# 46324

PLEASE NOTE: I recently got married. My new email address is lreichardt@missioncontinues.org

Lyndsey Hodges Reichardt

Development Director

The Mission Continues | 1141 S. 7th Street | St. Louis, MO 63104

Facebook | Twitter | Donate | CFC# 46324

no.



To our partners:

You may have read about The Mission Continues in the news lately. Unfortunately, not all of the stories have been about the positive impact we're creating with the veterans and communities we serve.

We want to take this opportunity to speak directly to you about concerns raised regarding the unauthorized use of our resources for Eric Greitens' political activities. Perhaps the most disappointing aspect of the Greitens campaign's action is the disruption it has created. It distracts from the work you and our team have done together to serve communities and veterans.

Your support is important to us, as is your continued confidence in our organization. The following are a few key facts to bring darity to the situation:

As we have stated from the beginning, The Mission Continues did not provide, nor authorize any use of, our donors' information to the Greitens campaign or any persons or groups for political or campaign purposes.

In November 2016, The Mission Continues was notified by the Missouri Ethics Commission that the Greitens for Governor campaign had obtained and used a list of The Mission Continues' donor contacts for political purposes. The list in question was created and saved for legitimate purposes prior to Greitens' departure from The Mission Continues. Recent reports indicate this list was later transmitted without our knowledge or permission to individuals who would become central to the Greitens for Governor campaign.

We have not been contacted by the Missouri Attorney General's office regarding the announcement last week related to an inquiry into this matter. Any use of The Mission Continues resources for any political or other unauthorized purpose would violate our policies and the trust we expect from each member of our staff. If contacted, we will work to support the attorney general's inquiry regarding the misuse of our resources by the Greitens campaign.

Taking Action

We are always moved by our partners' commitment to The Mission Continues. We want to take this opportunity to reaffirm our commitment to you, our supporters.

- Put the mission first. Our mission to empower veterans and communities remains dear. We use
 donations responsibly to prioritize support for programs that advance this work. Supporters can see
 exactly how their funding is being put to use on our website.
- Responsible engagement. As a 501c3 nonprofit organization, all of our work, including engagement
 in community causes, is strictly nonpartisan. Additionally, our team members are required to
 separate any individual political activity from their work and limit any such engagement to their
 personal time.
- Care for your information. The Mission Continues does not share, sell or rent information about
 our donors to any persons or groups. Not now, not ever. Approximately a year ago we engaged an
 external consultant who has assessed and strengthened our organization's data architecture and
 security protocols to ensure proper security of our internal data.
- Communicate clearly. We are committed to keeping you connected to our organization through regular updates on our <u>blog</u>, in the <u>annual report</u>, by email and all required nonprofit reporting.
- Maintain conscientious oversight. We regularly convene our Board of Directors, who help us
 ensure we are compliant as a nonprofit organization and a best-in-class organization making the
 biggest impact possible.

The Mission Continues is proud to be backed by a diversity of supporters who are united in their belief that veterans have much more to give to strengthen our communities. Today, we have 79 active operations in more than 40 cities across the country — and have empowered nearly 25,000 veterans in service to their communities. None of this would be possible without the generosity and shared vision of the donors and supporters standing alongside our veterans. Thank you.

Spenkyon

President, The Mission Continues

About Us Get Involved Donate









Continuing Progress, Continuing the Mission

Over the past few weeks, The Mission Continues has been pushing forward in our mission to empower veterans and communities in service. Unfortunately, we have also been a part of an ongoing news cycle surrounding the reported actions of Eric Greitens and the Greitens for Governor campaign. The stories surrounding the Greitens investigations continue to cite connections to The Mission Continues. We are supporting various document requests and are fully cooperating with the agencies that are reviewing this situation. We look forward to the completion of those efforts in a timely manner.

We are committed to providing you with the latest information as it pertains to our organization and our involvement in supporting the Missouri-based agencies who are investigating the Governor. Most importantly, we want you to be confident that we are building on and advancing our mission toward even greater impact on veterans and communities.

Together, through the power of service, we will continue to support the people and partners we serve. We are continuing to implement the <u>Empowered Veterans Index</u> to ensure we are united under a common goal. We've also added new leadership, established our first-ever service platoon in Puerto Rico, launched a true grassroots event series in conjunction with the <u>Her Mission Continues</u> campaign, and much more.

Adding New Talent

The Mission Continues is excited to welcome two new members to our leadership team, <u>David</u> <u>Diaz</u> as the Vice President of Regional Operations and <u>Brian Clymer</u> as the Vice President of Finance & Technology.

Prior to joining our team, Dave Diaz was the President and Chief Executive Officer of the Downtown Raleigh Alliance, a nonprofit organization that helped transform the city center of Raleigh, N.C. into a thriving innovation center. In addition to his community work, Dave spent 20 years enlisted in the Army as a Signals Intelligence Specialist and later an Intelligence Officer, which included a combat tour in Operation Iraqi Freedom, where he received the Bronze Star for his service. Dave, based in the Washington, D.C. area, will combine his previous experience and unrelenting passion for helping the veteran community to help strengthen our organization and communities we serve around the country.

Brian Clymer, based in Boston, was most recently the Chief Operating Officer of Educators for Excellence, a teacher-led, national nonprofit organization, where he oversaw operations, finance, IT, legal and talent for the organization. Additionally, he has worked in various senior management roles for consulting and information management companies in the private sector. Prior to these careers, Brian was an Infantry Officer with the Army, where he deployed in support of both Operation Iraqi Freedom and Operation Enduring Freedom, earning two Bronze Stars. Brian's background in the finance and IT fields makes him a valuable addition to our team. With his help, we will continue to strengthen the infrastructure of The Mission Continues to ensure our continued success moving forward.

Expanding Platoons to Puerto Rico

The intense spotlight has shifted away from Puerto Rico after the devastating impact of Hurricane Maria. The Mission Continues, however, has only strengthened our commitment to assisting the individuals, families and communities still recovering from the disaster. Karen Quiles, a Miami 1st Platoon Member who was born and raised in Puerto Rico, recognized the interest and need for veteran-led service projects in her hometown. She helped engage the island's veterans, and in February 2018, we launched the <u>Puerto Rico 1st Service Platoon</u>. The platoon, led by Puerto Rican native Frankie Perez, is committed to Hurricane Maria recovery and community development.

#HerMission Celebrates Women's History Month

Inspired by last year's Women Veterans Leadership Summit, and in celebration of March as

Women's History Month, hundreds of women veterans have come together to create a grassroots service project series under the #HerMission banner. The projects, which range from building homes for those in need of affordable housing to educating refugees, will be implemented by women-led platoons to benefit the communities in which they live. Her Mission Continues efforts will carry on throughout the year, with the 2018 Women Veteran Leadership Summit taking place at the end of April in Washington, D.C.

Final Thought

As we have said from the beginning, and reiterate here, we abstain from political activities. We deeply value the trust you place in us to accomplish our mission. The Mission Continues did not provide, nor authorize the use of, our donors' information to any persons or groups for political/campaign purposes. Nor did we promote Governor Greitens for political office.

Our work is far from over. We're not stopping or hesitating or pausing. No matter the distractions that come our way, we will continue to push forward together, empowering fellow veterans, volunteers, families and communities around the country through the power of service.

Charlie Mike,

Spencer Kympton

President, The Mission Continues

About Us Get Involved Donate









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

From: Greitens, Eric < egreitens@missioncontinues.org>

Date: Thu, Apr 24, 2014 at 10:59 AM Subject: The Mission Continues

To: TMC Staff <

Team,

It's good to be back from sabbatical. It was a fun and productive time. The most important development is that Sheena and I are looking forward to welcoming a boy in August!

I know that I'll be meeting with all of you this afternoon. For those of you not in St. Louis, I want to share with you what I shared with the team here at breakfast this morning:

This summer I'm going to make a transition from being the Founder and CEO to being a Founder and Board Member.

In that role I'll continue to act as a national ambassador for The Mission Continues, helping to raise funds, promote stories, and inspire people to serve with us. And like all of our Board members, my job will be--as it always has been--to support you and the work that you do.

Spence, as President, will be leading The Mission Continues. Your job, as members of our team, is to continue to be excellent.

I think that we can look back with pride on all that we've accomplished. I started The Mission Continues when I came back from Iraq a little over 7 years ago. It's amazing to see what we have created. We have an exceptional team, programs that save and change lives, great financial strength, a wonderful brand, rock solid operations. You've built something to be proud of, and I'm very proud of where we're at today.

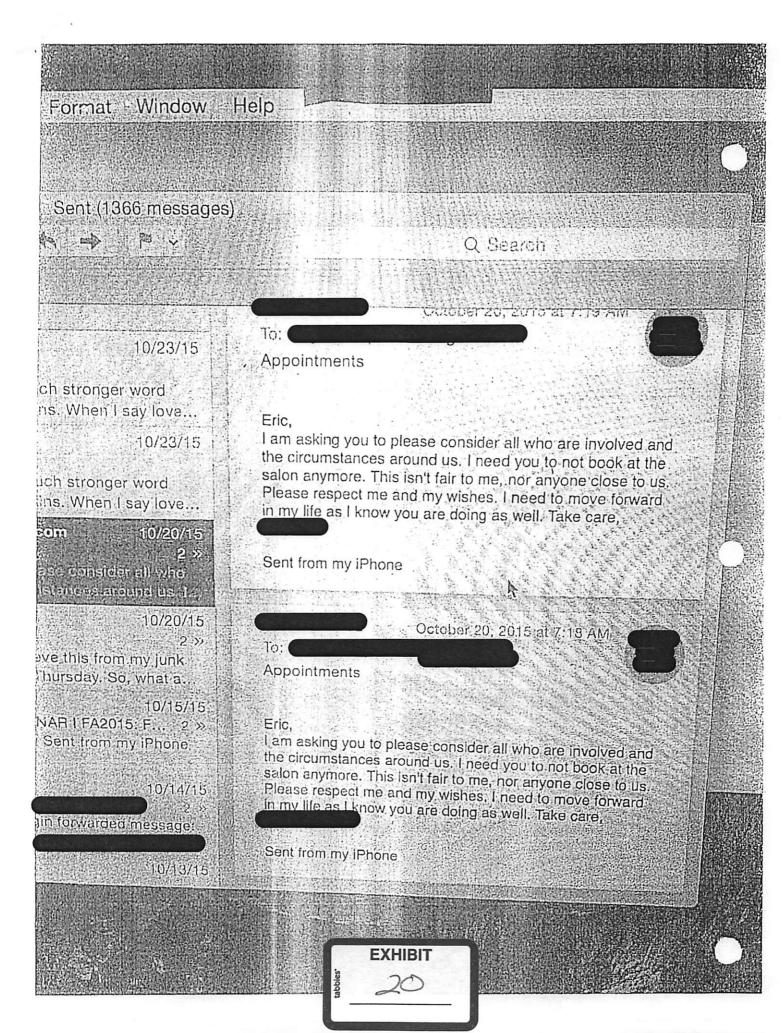
Thank you. I thank all of you who've been a part of The Mission Continues. Serving here over the last 7 years has been one of the most challenging and rewarding experiences of my life; thank you for making these years so rich and so fulfilling. Working with you has made me wiser, stronger, and better in a hundred ways. I've learned from all of you.

I also know that we can look forward with confidence. I'd ask all of you to continue to live the values of The Mission Continues. If you live them, and model them, and they live through you, then you'll continue to provide excellent service to others, while continuing to grow yourselves. And that combination--inner growth and outer service--is about as close to beauty and magic as I think we can get in a good life.

So thank you, and let's continue to be great together as we take this next step on our journey.

As ever, Eric

Eric Greitens
Founder & CEO
Executive Assistant | Krystal Taylor | ktaylor@missioncontinues.org
The Mission Continues | 1141 S. 7th Street | St. Louis, MO 63104
O: 314-571-6179 | F: 314-571-6227
Facebook | Twitter | Donate | CFC# 46324



CAPES SOKOL

Attorneys at Law

Sanford J. Boxerman Direct Dial: 314-505-5470 Direct Facsimile: 314-505-5471 EMAIL: boxerman@capessokol.com

March 28, 2018

VIA EMAIL to jay.barnes@house.mo.gov AND U.S. MAIL

Honorable Jay Barnes Chairman, Special Investigative Committee on Oversight Missouri House of Representatives 201 West Capitol Avenue Room 306-A Jefferson City, MO 65101

RE:

Danny Laub

Dear Representative Barnes,

This letter will confirm our prior conversations in which I indicated that I have advised my client not to appear before or give testimony to the Committee. My client has authorized me to communicate to you that while he would prefer to be cooperative and answer your questions, he is going to follow my advice.

Singerely,

Sanford J. Boxerman

SJB/ab

EXHIBIT

2 |

Capes, Sokol, Goodman & Sarachan, P.C. Pierre Laclede Center 7701 Forsyth Boulevard, Twelfth Floor St. Louis, Missouri 63105-1818

P: 314.721.7701

F: 314.721.0554

capessokol.com

From: Kympton, Spencer <

Date: Tue, Aug 16, 2016 at 11:32 PM

Subject: Following up, re: The Mission Continues

To: austin@ericgreitens.com

Cc: John Tien

Austin,

Sounds like you had a busy day in Aspen. I regret we were unable to connect and I would have preferred that we talk, but I do need to pass along our concerns.

The Mission Continues is a 501c3 organization, which means that we are both a non-profit and non-partisan organization. It also means that we operate with strict rules regarding our non-partisanship. Guidance from the IRS website (<u>link here</u>, and included below), prohibits any 501c3 from directly or indirectly participating in any political campaign. In particular, and with most relevance, the language states: "Allowing a candidate to use an organization's assets or facilities will also violate the prohibition if other candidates are not given an equivalent opportunity."

The current Greitens advertisement and fundraising campaign (<u>link here</u>) jeopardizes our status as a 501c3 in that it violates these prohibitions. Namely,

- 1) The website link explicitly aligns our trademarked name with a political campaign effort: https://donate.ericgreitens.com/mission-continues
- 2) The title of the website video ("Eric Greitens: The Mission Continues"), clearly depicted on a fundraising page, also creates this linkage.
- 3) The tagline of the video ("Eric Greitens / The Mission Continues serves thousands of veterans") further creates this association.
- 4) The photo of Mission Continues platoon members used in the video is an asset of The Mission Continues and is not approved for use in political campaign materials.
- 5) The background of the website link depicts a photo of Eric interacting with current staff of Mission Continues, in our current offices with current Mission Continues branding, thus creating the illusion of a continuing and formal affiliation with The Mission Continues.

I acknowledge and appreciate that The Mission Continues is a significant part of Eric's personal story and professional journey (one that he understandably is proud of), and accordingly, we recognize that he will want to include The Mission Continues as part of his life's narrative. I know he has done that at numerous points during his candidacy. However, the use of the assets of The Mission Continues in the ways outlined above represents a potential violation of our 501c3 status. I am asking that each of these linkages be removed from the campaign's website, and that this request also applies to future considerations in the campaign. We are not objecting to the video because as I said above, Eric's life journey included The Mission Continues and we appreciate that he is telling his story. What we object to is the campaign's use of the video, its ending frame, and the associated images and words on the fundraising page.

I am open to follow up with any questions you may have. I have spoken with The Mission Continues Board Chair, John Tien, about the above requests and he fully concurs with the positions outlined herein and has asked to be a co-signer to this letter. He and I are happy to join a call or speak with you and/or Eric if you have any questions about our concerns.

Very best,

Spencer Kympton (President, The Mission Continues) John Tien (Board Chair, The Mission Continues)

Language from IRS website



The Prohibition on Political Campaign Intervention

Under the Internal Revenue Code, all section 501(c)(3) organizations are absolutely prohibited from directly or indirectly participating in, or intervening in, any political campaign on behalf of (or in opposition to) any candidate for elective public office. The prohibition applies to all campaigns including campaigns at the federal, state and local level. Violation of this prohibition may result in denial or revocation of tax-exempt status and the imposition of certain excise taxes. Those section 501(c)(3) organizations that are private foundations are subject to additional restrictions that are not described in this fact sheet. What is Political Campaign Intervention?

Political campaign intervention includes any and all activities that favor or oppose one or more candidates for public office. The prohibition extends beyond candidate endorsements. Contributions to political campaign funds or public statements of position (verbal or written) made by or on behalf of an organization in favor of or in opposition to any candidate for public office clearly violate the prohibition on political campaign intervention. Distributing statements prepared by others that favor or oppose any candidate for public office will also violate the prohibition. Allowing a candidate to use an organization's assets or facilities will also violate the prohibition if other candidates are not given an equivalent opportunity. Although section 501(c)(3) organizations may engage in some activities to promote voter registration, encourage voter participation, and provide voter education, they will violate the prohibition on political campaign intervention if they engage in an activity that favors or opposes any candidate for public office. Certain activities will require an evaluation of all the facts and circumstances to determine whether they result in political campaign intervention.

Spencer Kympton

President

The Mission Continues | 50 Broad Street, Suite 404 | New York, NY 10004

Facebook | Twitter | Donate | CFC# 46324

From: Austin Chambers <ac@ericgreitens.com>
Date: August 18, 2016 at 3:18:24 PM EDT

To: Cc:

, Michael Adams <

Subject: Greitens Campaign Response

Spencer,

I apologize for the delayed response. I wanted to handle this with the upmost sensitivity and attention to make sure that The Mission Continues wasn't damaged or harmed from a legal stand point by the campaign, so I asked our attorney, Mike Adams, to take a look at the situation. Our goal from the beginning has always been to protect The Mission Continues, and keep it separate from the campaign. As you know, Eric cares deeply about protecting the brand and image of TMC.

The review and response from Mike Adams on behalf of Greitens for Missouri is attached.

So that you are aware, the video name on the internet has been changed, and the background image of the fundraising splash page is in the process of being swapped out today. The ad will remain on air, and there will be additional advertisements that mentions the great work of The Mission Continues.

If you have any additional questions or points, please let me know.

Thanks,

AC

From: Kympton, Spencer <

Date: Thu, Aug 18, 2016 at 10:17 PM
Subject: Re: Greitens Campaign Response
To: Austin Chambers <ac@ericgreitens.com>

Cc: John Tien >, Michael Adams <

Thanks for your response, Austin, as well as the response from Mike. I appreciate both of your attention on

We'll review this in the next day and reconnect with follow-on thoughts or questions.

Very best, Spencer

On Thu, Aug 18, 2016 at 3:18 PM, Austin Chambers <ac@ericgreitens.com> wrote: Spencer,

I apologize for the delayed response. I wanted to handle this with the upmost sensitivity and attention to make sure that The Mission Continues wasn't damaged or harmed from a legal stand point by the campaign, so I asked our attorney, Mike Adams, to take a look at the situation. Our goal from the beginning has always been to protect The Mission Continues, and keep it separate from the campaign. As you know, Eric cares deeply about protecting the brand and image of TMC.

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If you have any additional questions or points, please let me know.

Thanks,

AC

Austin Chambers Campaign Manager Greitens for Governor 314-914-5454

Spencer Kympton

President

The Mission Continues | 50 Broad Street, Suite 404 | New York, NY 10004

Facebook | Twitter | Donate | CFC# 46324

DOWD BENNETT LLP

Edward L. Dowd

Direct Dial: 314.889.7301

edowd@dowdbennett.com

February 22, 2018

By Email

Todd Richardson, Speaker of the House Elijah Haahr, Speaker Pro Tem Rob Vescovo, Majority Leader Missouri House of Representatives 201 West Capitol Avenure Jefferson City, Missouri 65101 todd.richardson@house.mo.gov elijah.haahr@house.mo.gov rob.vescovo@house.mo.gov

Re: House Committee Investigation of Governor Greitens

Dear Messrs. Richardson, Haahr, and Vescovo:

ward I Dowsh.

We welcome reviewing this issue with the independent, bipartisan committee of the Missouri House of Representatives

For 40 years as an attorney for the public and for private litigants, I have never seen anything like this. The charges are unfounded and baseless. The Governor is absolutely innocent. Not only is he presumed innocent – he is innocent. The Circuit Attorney's investigation is completely unusual.

This statute has never been used like this in Missouri history. In unprecedented fashion, the Circuit Attorney circumvented the local police force and hired her own investigators. We attempted to meet with the Circuit Attorney and make the Governor available to discuss the issues. They refused. They proceeded to file an indictment that has no facts.

We will work with the committee. We will be deposing witnesses and will be happy to share information with you with the Court's permission.

Sincerely,

Edward L. Dowd

Partner

Dowd Bennett LLP

EXHIBIT 23

Ryan Clearwater

From:

Ryan Clearwater

Sent:

Wednesday, February 28, 2018 5:59 PM

To:

'edowd@dowdbennett.com'

Subject:

RFD to EG

Attachments:

2018.02.28 - RFD to EG.pdf; 2018.02.28 - RFD to EG 2.pdf

Good Evening:

Attached are two documents from Representative Jay Barnes for you. Please let me know if you have any questions.

Sincerely,

RYAN M. CLEARWATER

Offices of Representatives Jay Barnes & Paul Curtman Missouri House of Representatives 201 West Capitol Avenue Jefferson City, MO 65101 573-751-2412 573-751-3776



CAPITOL OFFICE

State Capitol 201 West Capitol Avenue Jefferson City, MO 65101-6806

Tele: (573) 751-2412

E-Mail: Jay.Barnes@house.mo.gov



COMMITTEES

Chairman:

Rules – Administrative Oversight **Member:**

Elementary and Secondary Education
Crime Prevention and Public Safety
Joint Interim Committee on State
Employee Wages
Joint Committee on Administrative
Rules

MISSOURI HOUSE OF REPRESENTATIVES JAY BARNES

State Representative District 60

February 28, 2018

Edward L. Dowd, Jr.
Dowd Bennett
Via email:
edowd@dowdbennett.com

Dear Counsel:

It was good to speak with you briefly this morning. Thank you for reaching out to discuss some key facts that you deem relevant. As I stated in the press conference announcing formation of this committee, our task is to gather facts in a fair, thorough, and timely manner. To that end, it would be helpful to start with the evidence that the St. Louis Circuit Attorney turned over to your team in response to your discovery requests. Please find attached a formal request for said documents.

At this point in time, the precise schedule of the committee has not been determined. However, we expect to take sworn testimony from relevant witnesses within the next three weeks. We are happy to work with you on the timing of that schedule so that it does not conflict with other obligations in the Circuit Attorney's case.

Sincerely,

Rep. Jay Barnes

HOUSE SPECIAL INVESTIGATIVE COMMITTEE ON OVERSIGHT REQUEST FOR PRODUCTION OF DOCUMENTS AND THINGS

PLEASE TAKE NOTICE THAT pursuant to § 21.400, RSMo, the House Special Investigative Committee on Oversight requests that Governor Eric Greitens and his counsel produce for inspection and copying the documents described below. Production shall be made by 5:00 p.m. on Wednesday, March 6 at the office of Chairman Jay Barnes, Room 306 of the State Capitol Building.

DEFINITIONS AND INSTRUCTIONS

- A. As used herein, the term "document" means the original or drafts of any kind of written or graphic matter, however produced or reproduced, of any kind or description, whether sent or received or neither, and all copies thereof which are different in any way from the original (whether by interlineation, receipt stamp, notation, indication of copies sent or received or otherwise), regardless of whether designated "confidential," "secret," "privileged," or otherwise and, including without limitation, any writing, paper, account ledger, invoice, statement, bill, agreement, contract, memorandum, letter, object, evaluation, report, record, study note, diary, working paper, minute books, index sheet, summary, recording (including audio or video), or memorandum of telephone or other conversation, or of interviews, or of conferences, however produced or reproduced, whether computer or electronically retained or generated to which the defendant has or has had possession, custody or control of, has or has had access to, or has knowledge of. "Document" also includes, but is not limited to, any electronically stored data or paper document. This includes, but is not limited to, electronically stored data on magnetic or optical storage media as an "active" file or files (readily readable by one or more computer applications or forensics software); any electronic files saved as a backup; any "deleted" but recoverable electronic files on said media; any electronic file fragments (files that have been deleted and partially overwritten with new data); and slack (data fragments stored randomly from random access memory [RAM] on a hard drive during the normal operation of a computer [file slack and or RAM slack] or residual data left on the hard drive after new data has overwritten some but not all of previously stored data). However, in no case does "document" require disclosure of materials protected by attorney-client privilege or attorney work product.
- B. "You," "Your," and "Yourself" refers to the person to whom these Requests are directed and any of his, her or its officers, directors, shareholders, employees, consultants, agents or attorneys.
- C. If your response to any request herein is that the responsive documents are not in your possession, custody, or control, then please identify who has possession, custody, or control of the documents and where they are located.
- D. With respect to any document called for by these requests which is withheld pursuant to any claim of privilege other than attorney-client or attorney work product privilege, please list the following information for each such document:
 - (1) The title and general subject matter of the document;

- (2) The date of the document;
- (3) The identity of the author of the document;
- (4) The nature of and basis for the claim of privilege; and
- (5) The identity of all persons who saw the contents of the document.
- E. When the term "person" is used, it means a natural person, firm, partnership, corporation, proprietorship, business trust, joint venture, association or any other organization or definable entity.
- F. When the term "identify" refers to a person, it means to state the full name, present or last known address, and employment of each such person.
- G. Whenever your answers to document requests refer to other sources of information, please identify such source with sufficient detail to enable Plaintiff to subpoena any persons who are the source of such information and/or to obtain by a subpoena duces tecum any document which serves as a source of information.
- H. To the extent required by law, these document requests are to be deemed continuing, and if you or your attorneys, agents, representatives or other responsible persons discover additional information as to matters inquired of in such document requests between the time the answers are made and the date of trial on the merits in this case, supplemental answers shall be served, fully setting forth such newly discovered information.
- I. Space is included for answers to these document requests upon the original as required by rule. If additional space is required, separate attachments may be used and properly designated.

REQUESTS FOR PRODUCTION

- Request #1: All documents disclosed to Eric Greitens or his counsel by the office of the Circuit Attorney of the City of St. Louis in connection with the criminal indictment filed on or about February 22, 2018, including but not limited to all documents referenced in the cover letter sent by the Circuit Attorney that was publicized on or about February 27, 2018.
- Request #2: All documents in your possession, custody, or control other than the documents provided as a response to Request #1 relating to the criminal indictment filed on or about February 22, 2018.
- Request #3: All documents consisting of or relating to communications between you and K.S., including but not limited to emails or text messages.
- Request #4: All agreements or contracts between K.S. and you or any person or entity acting on your behalf.



KIMBERLY M. GARDNER

CARNAHAN COURTHOUSE 1114 Market St. Room 401 St. Louis, Missouri 63101 (314) 622-941 FAX: (314) 622-369

February 27, 2018

Mr. Jack Garvey Mr. James Martin 773 Forsyth Blvd, Suite 1900 St. Louis, Missouri 63105 Re: State v. Greitens

Cause Number: 1822-CR00642-01

Mr. Jack Garvey and James Martin:



My records reflect that you are in possession of the following discovery:

1. Grand Jury Indictment filed on February 22, 2018

Please find enclosed the following discovery:

1. Request for Discovery (2 pages);

2. Transcripts of taped recordings of P.S and K.S (47 pages);

- 3. Email questions and answers for KMOV interview of P.S. (5 pages);
- 4. Email of K.S. to P.S dated March 24, 2015 (1page)
- 5. Email of K.S to P.S dated March 26, 2015 (1page)
- 6. Email of K.S to P.S dated July 8, 2015; (2 pages)
- 7. E.G's statements to the public (1 DVD);
- 8. Taped statements of K.S (1 DVD);
- 9. Picture of admin contact of E.G (1 page);
- 10. Picture of K.S (1page);
- 11. Picture of email from E.G. to K.S dated August 25, 2015 (1page);
- 12. Picture of email of K.S to E.G dated October 20, 2015 (1page);
- 13. E.G's Facebook post (3 pages);

I have not received any discovery from you to date. Please forward any discovery you may have. If you have any questions or would like to discuss the case, please call me at (314) 589 6289. I look forward to speaking with you.

Sincerely,

/s/ Robert Steele

First Assistant Circuit Attorney MO Bar #

ENTERED

FEB 2 7 2018

CRH

cc: Court File

Jay Barnes

From:

Ed Dowd <edowd@dowdbennett.com>

Sent:

Monday, March 05, 2018 2:36 PM

To:

Jay Barnes

Subject:

Re: Discovery Materials

Dear Jay, Sounds good. Ed

Ed Dowd 314.330.5160 (mobile) edowd@dowdbennett.com

This email is from the law firm of Dowd Bennett LLP and may be privileged.

On Mar 5, 2018, at 2:16 PM, Jay Barnes < Jay.Barnes@house.mo.gov > wrote:

Dear Ed:

Thank you for the quick phone call today. Consistent with our phone call from this afternoon, we expect to hear from you by noon tomorrow (Tuesday, March 6) regarding the status of our request for documents. We will decide how to proceed next after having that conversation.

Sincerely, Jay Barnes

Representative Jay Barnes 60th District Missouri State Capitol, Room 306A 573-751-2412 Jay.Barnes@house.mo.gov

Jay Barnes				
From: Sent: To: Attachments:	Jay Barnes Thursday, March 22, 2018 4:19 PM edowd@dowdbennett.com 2018.03.22 - First Interrogatories to Gov. Greitens via Dowd.pdf			
Dear Ed:				
appropriate via interrogate spot in an interview with a ware that the committee	ests for sworn answers to written interrogatories directed. These questions are more bry because they involve details that your client may have difficulty recalling on-the-the committee. Answers to these interrogatories are due next Thursday. Please also be has the authority and will, in fact, protect any personally-identifiable device or ded to the committee against public disclosure.			
well as staff attorneys Ale to provide a time at which	ur meeting tomorrow. As we discussed, Vice Chair Don Phillips will be present, as ax Curchin and Alix Hallen. In advance of our meeting, I request that you be prepared your client will be made available for sworn testimony before the committee. We are our and your client's schedule at any time between Wednesday, March 28 to Thursday,			
appeared before the comm	vided with the same courtesies and procedures as those for other witnesses who have nittee. At your request, we would schedule the hearing at the Jefferson City Police and security. In addition, counsel are permitted to sit at the witness table, but not			
committee of this fact via	oke his constitutional right not to testify, I kindly request that you inform the written response by Monday of next week so that we can fill out our schedule over alfill our responsibilities in a timely fashion.			
Sincerely,				
Jay Barnes				

TO: Eric Greitens, via hand-delivery and email to Edward Dowd at edowd@dowdbennett.com

BEFORE THE HOUSE SPECIAL INVESTIGATIVE COMMITTEE ON OVERSIGHT REQUEST FOR SWORN ANSWERS TO INTERROGATORIES

You are hereby requested to provide answers, sworn under oath, to the following interrogatories and to provide the same by 5:00 p.m. Thursday, March 29, 2018 to the office of Chairman Jay Barnes, Room 306-B, State Capitol Building, Jefferson City, Missouri.

As used herein, "you" or "your" or any derivative of the same refers to Eric Greitens.

"Communications device" refers to any phone (including, but not limited to smart-phones), tablet, laptop, desktop, or Internet-connected device capable of storing, receiving, or sending any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature.

- 1. How many communications devices have you used since January 1, 2015 for any purpose, personal or professional? For each such communications device, answer the following:
 - a. Whether you still have possession or access to that device;
 - b. The phone number associated with that device;
 - c. The unique device identifier associated with that device;
 - d. The IP addresses for any such devices;
 - e. For phones, whether the phone is or was a pay-by-month or "burner" phone;
 - f. Whether you used any method to back-up or store the contents of communications, photographs, or other documents sent, received, or created on that device:
 - g. The service providers you used for purposes of sending or receiving communications with the device;
 - h. The service providers you used to back up or store the contents of communications, photographs, or other documents sent, received, or created on that device:
 - i. Whether you have an account or access to an account where data sent by, received by, or generated by the communications device is backed-up or accessible on the Internet:
 - j. Whether you have a server or other computer equipment to which data from the communications device is backed-up;
 - k. Whether you currently have or have ever had an iCloud account with Apple relating to the use of Apple devices, such as an iPhone, iPad, or Mac computer; and if so, the dates such accounts were opened and closed and identifying information for your iCloud account, including your username;

ANSWER:

2.	How many email accounts have you used since January 1, 2015 for any purpose, personal or professional? For each such account, identify the address used and the dates for which you used the account.
ANSW	ÆR:
3.	Do you have an Apple ID account? Is so, how many and what email addresses are associated with those accounts?
ANSV	/ER:
	VERIFICATION
STAT	E OF MISSOURI)
COUN	TTY of)
Interro	I, Eric Greitens hereby state under oath that I have read the allegations of the foregoing gatories and the same are true to the best of my information and belief.
	Rv
	By: Eric Greitens .
	Subscribed and sworn to before me this day of, 2018.
	Notary Public
Му С	ommission expires:

Jay Barnes			
From: Sent: To: Subject:	Jay Barnes Friday, March 23, 2018 1:17 PM edowd@dowdbennett.com Follow-up on This Morning		
Dear Ed:			
committee under the your client has been	It with you this morning. As we discussed, your client has the opportunity to testify before the same courtesies and circumstances as other witnesses who have testified. I would note that in aware of this opportunity since the beginning of the investigation – starting with the first had on February 28 and following with several subsequent conversations.		
to testify so if he so	se, true that he has a right not to testify in the criminal trial, it is also true that he has the right o chooses. As for our investigation, while he does not have a constitutional right to testify see at this point, we are treating it as if he does.		
will testify. So that waive this right by	ath after the first notice, the committee needs a firm answer from your client as to whether he we may plan accordingly, we kindly request a written answer on whether he will exercise or Monday at 5:00 p.m. If your client chooses not to participate in the process, that is his regardless of his choice, the committee will issue its report on time.		
Louis. We are happen an exception to the provided, we would	the possibility of reviewing discovery from the criminal case pending in the City of St. py to review evidence from that case and are supportive of a motion by either party to make current order against disclosure to third parties. However, in the event any such evidence is d insist on having the complete set of evidence. In other words, we will not accept cherryom either the Circuit Attorney's office or your client.		
Sincerely,			
Jay Barnes			

Chairman Jay Barnes
Vice Chairman Donald Phillips
Representative Kevin Austin
Representative Shawn Rhoads
Representative Jeanie Lauer
Representative Gina Mitten
Representative Tommie Pierson, Jr.

Dear Reps. Barnes, Phillips, Austin, Rhoads, Lauer, Mitten and Pierson:

First and foremost, we wish to reiterate what we told the Chairman and Vice-Chairman of the Committee when we met with them last week: Governor Greitens will cooperate fully with the work of this committee.

Rep. Barnes has made two demands of the Governor: 1) That we let him know by 5:00 p.m. today whether the Governor will testify and 2) that if the Governor agrees to testify, he do so within two weeks.

On the first request, our answer is: yes, the Governor is willing to provide testimony to the committee, as well as all necessary documentation, discovery, depositions, and other key information. Rep. Barnes' second request, however, is unreasonable. This Committee was formed to investigate allegations made by St. Louis City Circuit Attorney Kim Gardner. Trial in that case is 7 weeks away, and **the court just today ordered that the case proceed to a trial by jury**. Moreover, the court's restrictions on what information can and cannot be released make it impossible for the Governor to provide what the Committee needs to complete its work. That includes discovery information from the Circuit Attorney, transcripts of depositions of key witnesses, and other critical information that is not currently available to the Committee, **by court order**. That information will be available only after the criminal trial is concluded.

The Committee, the House, and the people of Missouri deserve a full and complete report. But due to no fault of the Committee or the Governor, it is impossible for the Committee to accomplish that goal by April 9. The timing of the release of any documents or reports from this Committee is all the more important in light of a jury trial. Anything published by this Committee will no doubt influence the jury pool and the public about this case, and thus it is vital that the Committee's work reflect the full facts. That is why we respectfully request that the members of the Committee grant yourselves a brief extension of a few weeks so that you may complete a thorough and comprehensive investigation.

Moreover, as you all know, the Governor is unable to testify prior to the criminal proceedings, as doing so would violate his right to a fair trial. He would be under no such restriction once the trial concludes. In other words, even though the Governor can and will provide information to the Committee over the next two weeks not subject to the court's orders, critical information that the Committee needs to complete its work will not legally be available by the Committee's original April 9 deadline.

For example, while the Committee has heard from some witnesses, there are others who have and will testify at depositions, which by court order the Committee will not have access to before the original

¹ As you may be aware, Mr. Dowd had spoken with the Chairman weeks ago and offered to provide the Committee with discovery in the criminal case, but at the request of the Circuit Attorney, the judge ordered that no third parties, including this Committee, may obtain discovery materials from the case, including information derived from the Circuit Attorney's investigation and exculpatory evidence (evidence showing the Governor is innocent).

April 9 deadline. The Committee deserves to see those accounts, many of which show that accusations made against the Governor are false. The Committee also deserves to see all of the discovery material assembled by the Circuit Attorney herself, some of which shows that the Governor is innocent. By court order, this information may not be shared with the Committee until after the trial.

In order to get that key information, the Committee ought to give itself a brief extension, through just after the criminal trial has concluded. The Circuit Court trial will begin on May 14 and is expected to last only two or three days. A brief extension of five weeks past the Committee's deadline will give the Committee all the information and evidence it cannot currently obtain.

Although the Governor asked the Court for a trial date of April 3—in part so that the trial would be completed before the Committee's report was due—the Court set trial for shortly *after* the Committee's current due date. Fortunately, the Resolution authorizing the Committee and its work allows it to extend its deadline and permits such an extension by simple majority vote of the Committee. In a matter of such weight and seriousness, surely all of us—and the people of Missouri—will agree that completing a full, thorough, and accurate report is more important than sticking to an arbitrary schedule, particularly when the extension need only be for a few weeks.

The Committee Chairman has stated that the "committee's job is to investigate the underlying facts and report back to the General Assembly." A brief extension will enable the Committee to do just that: conduct a thorough, complete, fair investigation of *all* the underlying facts. On the other hand, absent a brief extension, the Committee:

- Will not have the benefit of the discovery in the pending case, which includes information that exonerates Governor Greitens.
- Will not have the benefit of the depositions taken in the pending case, which include cross-examinations and testimony of witnesses, some who have testified before the committee and others who have not.
- Will not have the benefit of testimony and evidence elicited at trial.
- Will not have the testimony of the Governor.
- Will disseminate incomplete, false and misleading information that will cause damage to entirely innocent people, some of whom are families and children.
- Will cause pretrial publicity that interferes with the fairness and due process of the Circuit Court trial and unduly influences the jury pool.
- Will cause disruption of the legislative session and confusion among legislators who will be justifiably perplexed as to what, if any, action they should take based on an incomplete and inaccurate report.

Based on all of the above, we see no compelling reason not to provide a brief extension of this Committee's work. Over 36 months have passed since the incidents being investigated by this Committee allegedly took place. Surely the committee can spare six additional weeks to get a full and complete accounting of what actually occurred. The matters being investigated by the Committee are not urgent, nor, for that matter, are they matters directly related to the continued functioning of state government.

During the course of this investigation, the Governor has continued to govern, just as he will during the five additional weeks the committee ought to take to complete its work.

Please take an additional five weeks to do a complete and thorough review of *all* of the underlying facts and the evidence as shown at trial in order to write a full, fair, complete, and truthful report. We strongly believe that a rushed, incomplete, inaccurate report will not serve the Committee, the House, or the people of Missouri well. Speed is not of the essence here; accuracy is.

We respectfully request the Committee approve this brief extension to provide the public and your fellow lawmakers with a complete and accurate report that preserves the constitutional rights of every person involved and does not unduly interfere with the Governor's right to a fair trial by an untainted jury. There is no compelling reason not to allow yourselves more time to do this work right, and we respectfully submit that doing so would be in the interest of the Committee, the House of Representatives, and the people of Missouri.

Respectfully submitted,

/s/ Edward L. Dowd Edward L. Dowd Dowd Bennett, LLP 7733 Forsyth Blvd., Ste 1900 St. Louis, MO 63105 (314) 889-7301 edowd@dowdbennett.com /s/ Lucinda Luetkemeyer
Lucinda Luetkemeyer
Counsel to the Governor
Office of the Governor of Missouri
lucinda.luetkemeyer@governor.mo.gov

/s/ Ross Garber Ross Garber (of counsel) Shipman & Goodwin LLP 1875 K Street, N.W. Washington, D.C. 20006 (202) 469-7798 rgarber@goodwin.com

Counsel on behalf of Eric Greitens

Counsel on behalf of the Office of the Governor of Missouri

cc: Speaker Todd Richardson

Jay Barnes

From:

Ed Dowd <edowd@dowdbennett.com>

Sent:

Monday, April 09, 2018 10:13 AM

To:

Jay Barnes; Don Phillips; Kevin Austin; Shawn Rhoads; Jeanie Lauer; Gina Mitten; Tommie

Piersonjr; Todd Richardson

Attachments:

2018.04.08 Defendant's Motion to Compel Immediate Production of all Exculpatory

Information.pdf; 2018.04.09 Letter to Chairman and Committee sending 4.8.18 Motion

to Compel.pdf

For your information and review. Thank you for your consideration.

Ed

Direct Dial: (314) 889-7301

Email: edowd@dowdbennett.com

April 9, 2019

Chairman Jay Barnes jay.barnes@house.mo.gov

Dear Chairman Barnes:

Attached is a Motion to Compel we filed on behalf of Mr. Greitens on April 8, 2018.

As you will see, there are several important developments revealed in the deposition of the alleged victim.

- The alleged victim admitted some of her memory of certain evidence may have been from dreams instead of reality, and she had earlier informed the Circuit Attorney's Office of her dream or visions:
- The alleged victim described that her contact with Eric was consensual and that she was a very willing participant; and
- The Circuit Attorney's Office videotaped an interview of the alleged victim but is now 3. claiming that the video is lost or the equipment malfunctioned. These are matters that were not disclosed to the defense until her deposition on Friday, April 6.

We would appreciate it if you would review this important information. Thank you for your assistance with this matter.

Sincerely yours,

Edward L. Dowd, Jr.

ELD:djs

Vice Chairman Don Phillips cc: Representative Kevin Austin Representative Shawn Rhoads Representative Jeanie Lauer Representative Gina Mitten Representative Tommie Pierson, Jr. tommie.piersonjr@house.mo.gov Speaker Todd Richardson

Edward Z. Dowedl.

don.phillips@house.mo.gov kevin.austin@house.mo.gov shawn.rhoads@house.mo.gov jeanie.lauer@house.mo.gov gina.mitten@house.mo.gov todd.richardson@house.mo.gov

IN THE CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT CITY OF ST. LOUIS STATE OF MISSOURI

STATE OF MISSOURI,)	
Plaintiff,)))	Cause No. 1822-CR00642
v.)	
)	
ERIC GREITENS,)	
)	
Defendant.)	

DEFENDANT'S MOTION TO COMPEL IMMEDIATE PRODUCTION OF ALL EXCULPATORY INFORMATION

Defendant Eric Greitens requests a court order compelling the Circuit Attorney to immediately produce all exculpatory information in her possession. Recent deposition testimony has confirmed that information that supports the Defendant's innocence has been withheld from him – as well as from the Grand Jury and the House Committee reviewing this matter.

Background on Recent Events

Counsel for the Defendant questioned K.S. under oath on Friday, April 6, 2018. This testimony provided information establishing that the Circuit Attorney lacks evidence to prove the offense. However, it also established that the Circuit Attorney has withheld evidence from the defense. Similarly, the House Committee looking into these matters has been deprived of essential information. Of note, the sworn testimony established that K.S. never saw a photograph, has no evidence of transmission of any image, and that any assertion by K.S. that she saw a phone on the day in question was based on a dream or vision. In addition, the Circuit Attorney videotaped an interview of witness K.S. but now claims that this tape (which Defendant

believes would further provide proof of his innocence) does not exist due to a claimed malfunction. The loss or destruction of such key evidence bears scrutiny.

A. Undisclosed Dreams or Visions

The prosecution admits it does not have any photograph that forms the basis of the charges. Nor has the prosecution provided any evidence that K.S. ever saw such a photograph. Nor has evidence of any transmission been provided. Nor does K.S. recall seeing a telephone or camera. When K.S. was asked by defense counsel, "Did you ever see him in possession of a camera or phone?" she answered: "Not to my knowledge. I didn't see him with it." The question was then asked: "And as you sit here now, you cannot state under oath that you ever saw him in possession of a camera – with a camera or a phone?" and K.S. replied, "Correct." And then, "And you can't say you saw it on his person, you can't say you saw him put it down in the kitchen, take it from the kitchen, or put it down anywhere in the basement. Those are all correct statements, are they not?" K.S. answered, "Yes. I cannot say."

Apparently recognizing the difficulty this testimony presented for the charges, the Assistant Circuit Attorney later asked K.S. "did you see what you believed to be a phone?" K.S. answered: "... I haven't talked about it because I don't know if it's because I'm remembering it through a dream or I – I'm not sure, but yes, I feel like I saw it after that happened, but I haven't spoken about it because of that." She later re-confirmed, however, that she could not testify under oath that she saw a phone.

A witness who is "remembering it through a dream" is not a witness upon which a prosecution can be based. K.S. testified that she had informed the Circuit Attorney that her recollections may well be from a dream or vision, but the Circuit Attorney did not turn that information over to the defendant. It was not until after hours of testimony that K.S. revealed

she was having a dream or vision about what happened. Nor did K.S. inform the Missouri House Committee looking into these matters of this key fact. These dreams and visions may well extend to multiple other aspects of K.S.'s recollection of these three-year-old events. For the Circuit Attorney to have been told by K.S. about these dreams and visions and to have not disclosed it to the defense is a violation of <u>Brady</u>.

B. Witness K.S. Provides Other Undisclosed Evidence That is Exculpatory

There are also differences between the testimony K.S. gave in her deposition versus what she said to the Grand Jury. On key points, K.S. admitted she had <u>not disclosed</u> to the Grand Jury or the House Committee important facts. K.S. also acknowledged that the recordings made by her ex-husband contained what she describes as lies. These differences make it critically important that the defense obtain accurate information about what K.S. has said on different dates about the events in question.

By way of example, apparently a theory of the Circuit Attorney is that K.S. would not consent to creation of images involving partial nudity. But in an event never previously disclosed to the Grand Jury or House Committee, K.S. now admits that in June of 2015, she transmitted images via Facetime of herself to the Defendant while she was in a state of partial nudity. In a similar manner, K.S. acknowledged that for months after the alleged "invasion of privacy," K.S. continued to see the defendant willingly. One of those events took place that very same afternoon on March 21, 2015, and another just days later. Other events took place weeks and months later, again suggesting that K.S. did not view the Defendant as having violated her privacy rights back in March. K.S. acknowledged that she never viewed anything that happened as a criminal matter, agreeing that the "last thing on [her] mind" even in January of 2018 was

potential criminal prosecution. Moreover, key information tending to prove innocence was not provided to the Grand Jury or House Committee.

The facts disclosed in the deposition establish that this was a months-long relationship and that K.S. was a co-equal participant; any current testimony to the contrary appears to be the product of dreams or visions that make it difficult to remember what happened, the passage of time after the defendant decided to terminate the relationship, or the continuous interviews on this subject. The defense therefore requests a report of any statement by K.S. to the government that would tend to be exculpatory, including in the sense of showing that K.S.'s conduct after March 21, 2015 was unlike a person who was the victim of an invasion of privacy. These multiple statements by this witness are key to the defense and have not been provided in any detail. Therefore, full memoranda of what was said by K.S. at all interviews should be provided.

C. The Circuit Attorney's Missing Tape of K.S. Interview

Given the passage of time and inconsistencies between what K.S. says on different occasions, it is essential that the Defendant have copies of <u>all</u> prior statements of witness K.S. One of these prior statements was given to the Circuit Attorney months ago. On Friday, K.S. testified that the Circuit Attorney and Mr. Tisaby had a video camera at this key interview. They told K.S. and her attorney that the interview was being videotaped. The camera was set up by Mr. Tisaby. As far as K.S. was aware, the interview was videotaped. This videotape is essential to the defense of the case because it likely would confirm even more inconsistencies in the evidence or corroborate important exculpatory details. Already the evidence contains different statements by K.S. (a) to her husband on recordings; (b) to the Grand Jury; (c) what K.S. testified in her deposition that she said to the House Committee; and (d) in her deposition. A videotape of

an interview would be particularly powerful evidence for the Defendant. Its production is essential.

Apparently, the Circuit Attorney claims that the videotape machine did not work. If proper investigation technique was followed, the tape machine would have been checked before the interview started, the tape would have been marked as involving an interview of K.S. on the date at issue, and the tape would be preserved. Yet no tape has been provided. At a minimum, a written a report should exist that described the attempted taping and why it failed. No report has been provided. Nor has any other explanation been given for the malfunction. This tape is essential to the defense, both for the substance of what was said and to confirm what was told to the prosecutors. Defendant believes that if the St. Louis Police Department – and not an unlicensed private investigator – conducted this investigation this valuable evidence for the defense would not have been lost or destroyed.

Background on Discovery Issues in this Case

Over a month ago, at the March 6, 2018 court hearing in which The Circuit Attorney participated, the Circuit Attorney's Office stated, "the State will absolutely turn over anything that is <u>Brady</u>, whether or not it's in a report, and it will be put in writing and in a report." 3-6-18 Transcript, p. 15. Similarly, the Circuit Attorney's Office had promised "anything potentially exculpatory ... we will absolutely turn it over within 48 hours of getting it." 3-6-18 Transcript, p. 15-16.

The Court is aware of some of the difficulties defense counsel has had trying to obtain accurate information as to what K.S. has said in prior statements made to the Circuit Attorney.

The claim that there are no notes from the January 29, 2018, interview of K.S. conducted by Mr.

Tisaby and The Circuit Attorney is well documented in defense counsel's motion to compel a

second deposition of Mr. Tisaby. After Mr. Tisaby had been grilled as to how he could have conducted a two-hour interview without taking a single note, suddenly the following day the Circuit Attorney produced notes she had from that interview. Notations related to what K.S. said regarding the events of March 21 and the days following are minimal to say the least.

Additionally, K.S. had been interviewed on January 24, 2018. However, no one other than The Circuit Attorney participated in that interview. While defense counsel has notes of The Circuit Attorney from that interview, as discussed below, the exculpatory facts were not referenced within the notes. Consequently, until K.S.'s deposition last Friday, significant exculpatory information had not previously been revealed, as promised to the Court and to defense counsel.

Time and effort was wasted in the deposition of K.S. obtaining information that the Circuit Attorney chose not to disclose to defense counsel or the grand jury before the deposition. Defense counsel raised the concerns about not getting exculpatory information more than a month ago. The Circuit Attorney's Office promised "anything potentially exculpatory" would be turned over. The failure to do so in such an important matter is inexcusable. Moreover, what other exculpatory information may also be available is still unknown. K.S. was interviewed once by only The Circuit Attorney, yet her notes have no exculpatory information included. The second interview was videotaped, but the Circuit Attorney's Office claims the equipment did not work. The Circuit Attorney's Office has acknowledged that exculpatory information must be turned over whether written into a report or not. However, that did not happen in this case. With The Circuit Attorney sitting there in the courtroom, her office made clear they knew the rules:

"[W]e will make sure if there are any things that are not contained in the report, and I candidly can't imagine anything that would fall into that that hasn't been turned over, but should there be anything, it's turned over in advance of the deposition." 3-6-18 Transcript, p. 17. When this statement was made, the Circuit Attorney knew at least some of the information set out above.

Request for Relief

Defendant requests that the Court order the Circuit Attorney to produce all exculpatory information in its possession, including any further statements by K.S. that her testimony may be based on "dreams" or "visions"; any further statements by K.S. that negate or call into question the essential elements of the case; and further statements that suggest that K.S. did not view herself as being a victim of an invasion of privacy after March of 2015, and the video tape and machine at issue (or any report related thereto). This request extends to all exculpatory information, whether documented in writing or retained only orally.

Dated: April 8, 2018 Respectfully submitted,

DOWD BENNETT LLP

By: /s/ James G. Martin
James G. Martin, #33586
James F. Bennett, #46826
Edward L. Dowd, #28785
Michelle Nasser, #68952
7733 Forsyth Blvd., Suite 1900
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N. Scott Rosenblum, #33390 Rosenblum Schwartz & Fry 120 S. Central Ave., Suite 130 Clayton, MO 63105 Phone: (314) 862-4332 nkettler@rsflawfirm.com

Attorneys for Defendant

CERTIFICATE OF SERVICE

I hereby certify that the foregoing was filed electronically with the Clerk of the Court to be served by operation of the Court's electronic filing system upon the City of St. Louis Circuit Attorney's Office this 8th day of April 2018.

/s/ James G. Martin

Jay Barnes

From:

Scott Simpson <scott@knightsimpson.com>

Sent:

Monday, April 09, 2018 8:46 PM

To:

Jay Barnes

Subject:

RE: Subpoena for Testimony March 12

Attachments:

Statement - Greitens 4-9-18.pdf

Mr. Barnes,

I have read the motion that Gov. Greitens team filed in response to her deposition testimony. Please be advised, the motion mischaracterizes my client's testimony. I am happy to provide any supplemental information your committee might find helpful.

I have attached statement calling for the release of my client's complete deposition transcript.

Thank you, Scott Simpson

Scott Simpson

Attorney at Law
Knight & Simpson
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Saint Charles, MO 63301

Phone: 636-947-7412

Fax: 636-947-7505

Email: scott@knightsimpson.com

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Joshua G. Knight
Scott Simpson
Attorneys at Law
Kathryn FC Ryan
Paralegal

Phone: 636-947-7412

Fax: 636-947-7505

FOR IMMEDIATE RELEASE April 9, 2018 Media Contact: Scott Simpson (636) 947-7412

Missouri Gov. Greitens

Navy Seals have a code that directs its members to take responsibility for their actions and the actions of their teammates. With that code in mind, it is time for Gov. Eric Greitens to take responsibility for his actions as well as the actions of his team which is made up of the best lawyers other people's money can buy. Gov. Greitens has admitted to my client, on multiple occasions that he took her photograph, without her consent, and threatened to release it if she ever told anyone about their relationship. Instead of taking responsibility for his actions, Gov. Greitens has decided to let his team attack my client by mischaracterizing her deposition testimony.

In an effort to preserve her privacy and the privacy of her children, my client has refused to comment on this case and her silence has allowed a number of false and misleading statements to go unanswered. However, the most recent attack on my client's credibility cannot be ignored; it is time to set the record straight. We will support a motion to release the complete transcript of my client's deposition, so long as her name and other identifying information is redacted. Gov. Greitens needs to take responsibility for his actions and be honest about the fact that he took my client's photograph without her consent.

The governor can continue to try this case in the media but at his trial the facts will speak for themselves. My client has taken responsibility for her actions and it is time Gov. Greitens accepts responsibility for his.

###



Posts



We told you yesterday afternoon that the House report would be incomplete. It was.

We told people that they needed to see all the evidence. And now, we have proof that Circuit Attorney Kim Gardner and her team hid evidence from the people of Missouri and from the Missouri House of Representatives—evidence that undermined the narrative pushed in the House report.

Kim Gardner hid a video that she knew directly contradicted allegations in the House report, and she allowed her lead investigator to lie about it, under oath.

Just last night—as false stories were being pushed to press—the prosecutor turned over a videotape of her interview with the woman. This was evidence that the prosecutor was legally required to turn over months ago. She purposefully kept it hidden until one hour after the false report was released.

The House report contained explosive, hurtful allegations of coercion, violence, and assault. They are false. Those allegations can be refuted with facts. Despite the Circuit Attorney's attempts to keep it from the people of Missouri, we have video evidence that contains some of those facts.

In the video, the woman talks for almost two hours, and never once mentions any coercion. In the House report, there is a false allegation that I slapped the woman. That allegation had been made once before, and it was disproven. The story changed, so I will say again: it did not happen. On this new video, she says that when this story broke in the media, she asked her two friends if they ever remembered her talking about a slap, and they both said "No." The witness claimed to the House that she was coerced into sexual activity on the morning of March 21st. This is inconsistent with her statements in the video interview with the Circuit Attorney.

The report that was put out last night did not contain this evidence, and the allegations in that report will be refuted by facts, including this video, depositions, discovery, and other evidence that will be subjected to the rigors of a courtroom analysis. In 32 days, a court of law and a jury of my peers will let every person in Missouri know the truth and prove my innocence.

Like

Comment Comment

Share



From:

Greitens, Eric [egreitens@missioncontinues.org]

Sent:

5/8/2015 3:28:04 PM

To:

Eric Greitens

Subject:

Fwd: Stephen R. Welby - Attorney - The Welby Law Firm. LLC

----- Forwarded message --

From: MARK BOBAK

Date: Fri, May 8, 2015 at 9:43 AM

Subject: Stephen R. Welby - Attorney - The Welby Law Firm. LLC

To: Eric Greitens egreitens@missioncontinues.org

Good resume. Former assistant US ATTY. Charges 50% retainer up front.

Will I be able to afford your fees?

We strive to maintain reasonable fees, and we make sure you receive full value. In most cases, we charge a flat fee for an entire trial portion of your defense. We expect a 50 percent initial retainer. We are willing to work out a payment plan, and we accept all major credit cards.

- See more at: http://www.welbylawfirm.com/faqs/#2

Will I be able to afford your fees?

We strive to maintain reasonable fees, and we make sure you receive full value. In most cases, we charge a flat fee for an entire trial portion of your defense. We expect a 50 percent initial retainer. We are willing to work out a payment plan, and we accept all major credit cards.

- See more at: http://www.welbylawfirm.com/faqs/#2

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We strive to maintain reasonable fees, and we make sure you receive full value. In most cases, we charge a flat fee for an entire trial portion of your defense. We expect a 50 percent initial retainer. We are willing to work out a payment plan, and we accept all major credit cards.

- See more at: http://www.welbylawfirm.com/attorney-profiles/stephen-r-welby/

Eric Greitens
Founder & CEO
Executive Assistant | Krystal Taylor | ktaylor@missioncontinues.org
The Mission Continues | 1141 S. 7th Street | St. Louis, MO 63104

O: 314-571-6179 | F: 314-571-6227 Facebook | Twitter | Donate | CFC# 46324

AFFIDAVIT OF SCOTT SIMPSON

COMES NOW Scott Simpson, an attorney licensed in the State of Missouri and hereby states upon his oath:

1. I am over the age of eighteen.

My Commission Expires: Q-12-2020

Further Affiant Say Not

- 2. I am the attorney of record for Witness 1.
- 3. On March 7, 2018, Witness 1 testified in front of the Special Investigative Committee On Oversight.
- 4. I picked Witness 1 up from her house the morning of March 7, 2018 and drove her to the hearing.
- 5. Witness 1 and I were the only people in the vehicle.
- 6. I was with Witness 1 prior to the hearing, during the hearing and after the hearing.
- 7. Witness 1 did not speak or otherwise communicate with her ex-husband on March 7, 2018.

	A Sund
STATE OF MISSOURI)) SS.
COUNTY OF ST. CHARLES)
read the foregoing document, and the	and being first duly sworn upon my oath, state that I have not the facts contained therein are true and correct to the best nelief, and that I sign the same as my free act and deed.
STATE OF MISSOURI COUNTY OF ST. CHARLES)) SS.)
said state, personally appeared Scot within document under oath and su	, 2018, before me, a Notary Public in and for tt Simpson, known to me to be the person who executed the abscribed and sworn unto me, and acknowledged to me that oses therein stated and that she executed the same as her free Notary Public

KATHRYN FC RYAN My Commission Expires September 12, 2020

St. Charles County Commission #12521912 **EXHIBIT**

AFFIDAVIT OF

The undersigned, having first been duly sworn upon his oath, does hereby state and aver of his own free will and volition, and at the special instance and request of the Missouri House of Representatives Investigative Committee on Oversight ("Committee"), as follows:

- 1. The undersigned is of the age of majority and of sound mind and body;
- 2. The undersigned did not drive, travel or traverse the landscape with his former lawful spouse K.S. on March 7, 2018 to any location or from any location, including specifically the location at which it is understood by the undersigned that K.S. proffered testimony to the Committee in connection with the Committee's investigation into the circumstances surrounding the Governor as they relate to K.S.; and
- On March 7, 2018 the undersigned was working his normal hours commencing at approximately 4:30 AM until sometime between 12:30 PM and 1:30 PM.

FURTHER, AFFIANT SAYETH NOT.



NOTARY PUBLIC

Subscribed and sworn to before me on this _

_ day of April, 2018.

Notary Public

My Commission Expires:

NOTARY SEAL SE

ELAINE T. REILLY My Commission Expires October 10, 2021 St. Louis County Commission #13536660 From: Eric Greitens [egreitens@missioncontinues.org]

Sent: 3/14/2014 9:46:32 PM

To: ktaylor@missioncontinues.org; dwhitman@greitensgroup.com

Subject: Invitation: Invitation: Tue Mar 18, 2014 12:30pm - 2pm (ktaylor@missioncontinues.org)

Attachments: invite.ics

more details »

held at

Meeting-

Will pull bios on Monday

We have Eric confirmed for Tuesday, March 18, at 12:30pm at the |

The meeting will be

Attendees will include:



Mike Hafner

When Tue Mar 18, 2014 12:30pm - 2pm Central Time

Calendar ktaylor@missioncontinues.org

Who . Eric Greitens - creator

dwhitman@greitensgroup.com

Krystal Taylor

Going? Yes - Maybe - No more options »

Invitation from Google Calendar

You are receiving this email at the account ktaylor@missioncontinues.org because you are subscribed for invitations on calendar ktaylor@missioncontinues.org.

To stop receiving these notifications, please log in to https://www.google.com/calendar/ and change your notification settings for this calendar.

EXHIBIT

Leading to the second of the second

From:

Taylor, Krystal [ktaylor@missioncontinues.org]

Sent:

4/1/2014 8:19:16 PM

To:

missioncontinues.org

Subject:

Please reach me at The Greitens Group Re: March CC Statement - DUE by COB Friday 4/4

Thank you for writing.

I have recently transitioned from The Mission Continues. I continue to support Eric Greitens, and you can now reach me at The Greitens Group. Feel free to email me at ktaylor@greitensgroup.com for scheduling and meeting requests.

If you're writing in reference to The Mission Continues, please write to one of the emails below:

For general inquires: INFO@MISSIONCONTINUES.ORG

For matters concerning the Fellowship Program: fellowships@missioncontinues.org

Press and media: llesperance@missioncontinues.org

For donation inquiries: development@missioncontinues.org

Thank you,

Krystal

Krystal Taylor **Executive Assistant to Eric Greitens** The Mission Continues | 1141 S. 7th Street | St. Louis, MO 63104 O: 314-571-6179 | F: 314-571-6227 Facebook | Twitter | Donate | CFC# 46324

Sent:	5/8/2014 10:48:30 PM
To: CC:	Eric Greitens [eric.greitens@gmail.com]; Eric Greitens [egreitens@missioncontinues.org] Spencer Kympton []; Krystal Taylor [ktaylor@missioncontinues.org]; Lyndsey
Subject:	Hodges [lhodges@missioncontinues.org] transition calls - memo and \$1K+ list
Attachments:	5.5.2014 Call List (TMC Transition).odt; 2014stlplanoverallmemowupdates4.22.docx; All donors 1K total and up - as of 5-7-14.xlsx; TheMissionContinuesServicePlatoons-smallerfile-April2014.pdf; Strategic plan 2014-2016 as of February 2014.pdf
Hi Eric,	
Here is the tr	ansition call info
	alls with background notes. I can't for the life of me figure out how to get rid of Krystal's Ty usual skills don't work. So, a little extra color for you:)
2) The \$1K+	list, thanks to Thalia
3) Service Pla	atoon sponsorship info - reference for calls
4) Strategic p	olan slides - reference for [(Lyndsey sent them to him by mail with a note in February)
5) St. Louis r	nemo from Lyndsey - in case it's helpful context
One thing to	consider:
* If you get a	strong group responding to the dinner invitation right away, then let's stick with just inviting from the STL LC.
coming, then	get the top investors like the (longshot, I know) you might consider inviting the rest of the STL LC plus (You'd probably need to
	don't invite them, we'll need to add a round of personal calls from you to them. People like would want to hear
from you per	
L	
	t, Growth Strategy and Development
The Mission C	Continues
Facebook Twi	tter Donate CFC# 46324

From: Eric Greitens [egreitens@missioncontinues.org]

Sent: 8/13/2014 10:18:02 PM

To: ktaylor@missioncontinues.org; dwhitman@greitensgroup.com

Subject: Invitation: Call w/ Steve Michael & Dave Hageman @ Thu Aug 14, 2014 10am - 11am (Krystal Taylor)

Attachments: invite.ics

more details »

Call w/ Steve Michael & Dave Hageman

Conference Dial-in Number: (559) 546-1000

Participant Access Code: 1000251#

When Thu Aug 14, 2014 10am - 11am Central Time

Calendar Krystal Taylor

Who

. Eric Greitens - creator

Krystal Taylor

· dwhitman@greitensgroup.com

Going? Yes - Maybe - No more options »

Invitation from Google Calendar

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To stop receiving these notifications, please log in to https://www.google.com/calendar/ and change your notification settings for this calendar.



From: Michael Adams

Sent: Thursday, March 9, 2017 2:44 PM

To: JPletzl

Subject: RE: Proposed stipulation

Welcome back Mr. Pletz,

Please see my redline attached and let me know your thoughts.

It does not currently include a reference to consultation with an expert, because it states that the fair market value of the list exceeded the \$100 disclosure threshold without delving into further specificity. If we follow your original draft and just state, as a joint stipulation, that the fair market value exceeded the \$100 disclosure threshold, I don't think we need to cite an outside expert for that. However, if we change the document to state a more precise fair market value, I do think we need to cite the expert to show where that came from. Are you suggesting that change, or do you want to keep as-is and leave that matter to the amended disclosure report? I suppose that depends on what info, and in what form, your client needs in order to sign off on this.

Happy to ask the appraiser what she'd charge for something formal.

Thanks.

MICHAEL G. ADAMS



CHALMORS DON DUMING ACCOUNTILS

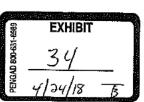
 $1300 \, \text{Pennsylvania Ave.} \, \text{NW} \, \# 190\text{-}612$

Washington, DC 20004

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FAX: (202) 695-8320 WWW.CPBLAWGROUP.COM

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From: JPletz [mailto:JPletz

Sent: Thursday, March 9, 2017 12:44 PM

To: Michael Adams < madams@cpblawgroup.com>

Subject: Re: Proposed stipulation

Mr. Adams,

Thank you for that information. With regard to the amount you proposed, I think it would work if we are able to reach agreement on the rest of the proposed joint stipulation.

Could you send me your redline version so that we can see where we may be on any other issues? It would not need to include the name of the contributor at this point, but we have been focusing on only one issue without knowing what other ones, if any, might exist. Would your redline include some reference to a consultation with an expert on these types of valuations? And could you let me know how much the appraiser would charge or might be likely to charge for giving a written opinion on the value of the lists?

Jack Pletz

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In a message dated 2/27/2017 11:27:07 A.M. Central Standard Time, madams@cpblawgroup.com writes:

CONFIDENTIAL AND PRIVILEGED - FOR SETTLEMENT DISCUSSION PURPOSES

Mr. Pletz.

Since we corresponded last, I spoke with a prominent national donor list broker/appraiser across the river in Arlington. In response to my initial request for assistance with an appraisal she stated:

We would need the following in order to prepare a valuation:

List Owner's name

Renter/Buyer's name

Transaction details - one time use, multi use

File Make Up - Recency (Donors acquired in the last 12 months) Frequency (are they multi donors or a one time gift) Monetary (are they \$5, \$25, \$50+ donors)

I gave her a call and a brief bit of context (the fields of info the list has, the amounts contributed, the nature of donors (some individual, some corporate, some charitable) on this matter. Her comments were:

In the normal course of business a sale or rental of a donor list by a 501(c)(3) organization to a political
organization would be highly unusual (due to charitable donors' expectation of privacy, and the inability
of some charitable donors to give to political organizations) and accordingly the fair market value would
be difficult to estimate

- The value of a donor's info is largely dictated by how recently he/she donated (on this list, we have just a
 "sum all gifts" column and no way to tell)
- Her best guess would be a fair market value of seventy-five cents per donor able to contribute to the
 political organization, to one dollar twenty-five cents per donor able to contribute to the political
 organization, depending on whether the donor last gave to the 501(c)(3) organization, say, two years
 ago, versus recently; this fair market value assumed such contribution was significant, i.e. \$1,000.00 or
 more (which we largely have here)

As a courtesy she offered these comments informally and verbally; did not press but I anticipate she would want to be compensated for any assessment rendered formally and in writing.

If we met in the middle and said a dollar a name, there are approximately 600 \$1,000.00+ eligible donors on the list and we'd be looking at a fair market value of approximately \$600.00. Thanks and let me know your thoughts.

MICHAEL G. ADAMS



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From: JPletz [mailto:JPletz Sent: Friday, February 10, 2017 5:12 PM

To: Michael Adams < madams@cpblawgroup.com >

Subject: Re: Proposed stipulation

3

Mr. Adams.

You make good points, and I suspect a professional appraiser would take them into consideration.

I believe that we would be able to include something on the valuation method in a joint stipulation.

Jack Pletz

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In a message dated 2/10/2017 10:48:21 A.M. Central Standard Time, madams@cpblawgroup.com writes:

Mr. Pletz,

Thanks for your response. The people who perform these appraisals do so for a fee – that is, they do this for a living. They buy, sell, appraise political donor lists; they are like art dealers. I have a bank client that routinely uses one to appraise lists as collateral to back loans (we're talking millions of donors on these, not six hundred); I'll see if I can get an introduction and then a quote on an appraisal.

I want to reiterate that as a matter of fair market value, and therefore as a matter of law, it is completely irrelevant whether the buyer/recipient of a donor list is successful or unsuccessful in soliciting its donors. Pick whatever dictionary you prefer, but Webster's for instance defines "fair market value" as the "price at which buyers and sellers with a reasonable knowledge of pertinent facts and not acting under any compulsion are willing to do business." Fair market value is determined at point of sale, not later. If a committee receives a donor list, then solicits its donors, and then those donors contribute over more than one reporting period, how would the committee be able to state an accurate fair market value in its report for the period in which it received the donor list? Would it be expected to constantly amend that initial report as the value later fluctuated? The ultimate value to the recipient is a sliding scale, and very subjective; that's why in their wisdom Missouri (and every other state, and Congress) elected to use fair market value as the standard.

I understand the sensitivity to coming up with a value that will be seen as others as reasonable. Once we agree on a valuation method, we might consider including it in the joint stipulation so that others will have the benefit of that understanding.

Thank you.

MICHAEL G. ADAMS



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From: JPletz [mailto:JPletz

Sent: Wednesday, February 8, 2017 5:20 PM
To: Michael Adams <madams@cpblawgroup.com>

Subject: Re: Proposed stipulation

Mr. Adams,

Because you have access to persons who have provided valuations of donor lists in the past, my hope was that you might be able to get one of them to provide a valuation about these lists. At this point any number that I might come up with for the in-kind contribution would be pretty subjective unless and until we would engage a professional to provide one. If you, on the other hand, would be able to do that, and if you would be willing to share it, then an independent basis would exist for the number that would be reported.

While you make some good points about valuation issues, I think that whoever might end up providing values would want to look at the correlation between the names on the TMC lists and the names on the GFM contributor list, which would certainly appear to suggest that the lists were useful to the campaign. And it is also the case that the potential donors to the candidate already had a relationship with him through his role as the CEO of the prior organization.

One goal of ours would be to arrive at a value in excess of \$100. I would think a mutual goal would be for the committee to report a value that would be seen by others as being reasonable given the correlation of the contributors to both organizations and the amounts that those persons and entities contributed to GFM.

Jack Pletz

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In a message dated 2/8/2017 8:19:35 A.M. Central Standard Time, madams@cpblawgroup.com writes:

FOR SETTLEMENT DISCUSSION PURPOSES ONLY

Mr. Pletz,

In my decade-plus specializing in the field of campaign-finance law, having represented two national committees and numerous campaigns, PACs and other groups, collectively active in all 50 states, I have never come across a list purchase, contribution or exchange in which a seller sold and a buyer bought information as attenuated as what we're talking about.

Depending on such factors as how much a donor gave, how recently the donor gave, how often a donor gave, how much information about the donor a list owner possesses, an item of donor info might go for two cents apiece, for twenty cents apiece, a dollar apiece — it just depends. I have never seen — in person, in advisory opinions in any jurisdiction — a political donor list selling information requiring additional legwork on the buyer's part, which defeats the purpose of purchasing the list. A sale of a donor list is a sale of actual donors, actually eligible to themselves contribute to the buyer.

Following the statutory standard that "[a] contribution of anything of value shall be deemed to have a money value equivalent to the *fair market value*," if it's your understanding that such tangential information is routinely enough bought and sold in the field of campaign-finance that there exists an obtainable fair market value for it, please provide the basis for that understanding, as well as the fair market valuation itself. If your opinion is that just somebody might find some value in such raw material, that's a subjective standard, one the legislature rejected by adopting an objective one.

If your goal is to arrive at a value in excess of \$100, I think with roughly 600 donors outside of the ones we're discussing at present, that remains doable without the Commission going beyond the realities of political donor-list marketing and setting an unwise and baseless precedent.

Thank you.

MICHAEL G. ADAMS



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From: JPletzl [mailto:JPletz

Sent: Monday, February 6, 2017 1:05 PM

To: Michael Adams < madams@cpblawgroup.com >

Subject: Re: Proposed stipulation

Mr. Adams,

I disagree with your first two points about the value of charitable organizations on potential donor lists. While it is correct that most charitable organizations themselves cannot make political contributions, individuals who are connected with those charities often have significant interest in obtaining access to office holders who may be in a position to affect public policies critical to their charities, and thus have strong reasons to contribute personally.

With regard to individuals listed without mail or email addresses or telephone numbers, when I did a Google search it did not seem difficult to obtain contact information on some of them (e.g., James Berges, Christina DiTullio, Kenneth Inchansti).

While I do not think that a blanket exclusion of those listings would be appropriate, I would think that an expert in valuing potential donor lists could take those things into coinsideration as he or she is reviewing them.

Jack Pletz

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In a message dated 2/3/2017 3:49:34 P.M. Central Standard Time, madams@cpblawgroup.com writes:

FOR SETTLEMENT DISCUSSION PURPOSES ONLY

Mr. Pletz,

Let me see if you agree with my initial thoughts about valuation of the list:

- Information about donors to The Mission Continues that are charitable organizations which by law cannot make political contributions under any circumstances should not factor into any analysis of the list's value. Contribution (technically, grant) history of charitable organizations is irrelevant to political organizations because political organizations cannot receive contributions from charitable organizations. Consequently, the second (fourpage) of the three documents that make up the list should be disregarded for purposes of assessing the list's value as an in-kind contribution to a political organization.
- Likewise, the ten donors to The Mission Continues, referenced in the third (five-page) of the three documents that make up the list, that are by their names clearly charitable organizations, should be disregarded for purposes of assessing the list's value as an in-kind contribution to a political organization.
- In the first (nine-page) of the three documents that make up the list, individual donors referenced without any contact information or other information necessary for identification of the donors and solicitation thereof, should be disregarded for purposes of assessing the list's value as an in-kind contribution to a political organization (information that "John Smith" gave to The Mission Continues, without more, is useless and accordingly lacks value). In contrast, however, in the third of the three documents that make up the list, organizational donors referenced without any contact information or other information should not be so disregarded, as an organization can be identified by name absent other information.

Thank you.

MICHAEL G. ADAMS



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From: JPletz [mailto:JPletz

Sent: Thursday, February 2, 2017 5:56 PM

To: Michael Adams < madams@cpblawgroup.com >

Subject: Re: Proposed stipulation

Please see the attached.

Jack Pletz

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In a message dated 2/2/2017 1:54:44 P.M. Central Standard Time, madams@cpblawgroup.com writes:

Thanks, please do. Pdf is fine. I have a redline of your document on client's desk; last item to iron out is filling in the blanks, I believe, and this will help. Thank you.

From: JPletz [mailto:JPletz]

Sent: Thursday, February 2, 2017 2:46 PM

To: Michael Adams < madams@cpblawgroup.com>

Subject: Re: Proposed stipulation

Yes, in furtherance of a potential settlement. I could do that by pdf attachment, by facsimile, by regular mail, or in some other manner. Please let me know how you would want me to send it.

Jack Pletz

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In a message dated 2/1/2017 11:40:50 A.M. Central Standard Time, madams@cpblawgroup.com writes:

Are you able to provide me with the list?

From: JPletz [mailto:JPletz

Sent: Wednesday, February 1, 2017 12:30 PM
To: Michael Adams < madams@cpblawgroup.com >

Subject: Re: Proposed stipulation

Mr. Adams,

Could you let me know where things are on this?

Thank you,

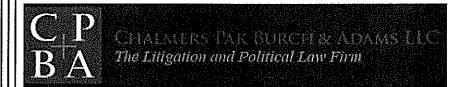
Jack Pletz

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In a message dated 1/19/2017 5:57:07 P.M. Central Standard Time, madams@cpblawgroup.com writes:

Mr. Pletz, thank you. In correspondence with my client, particularly as to our ability to investigate and ascertain answers to the factual unknowns. Busy few days with inaugural events but I should be able to get back to you next week. If you have this document in Word, I can provide you feedback in redline. Thanks.

MICHAEL G. ADAMS



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From: JPletz [mailto:JPletz

Sent: Wednesday, January 18, 2017 12:35 PM
To: Michael Adams < madams@cpblawgroup.com >

Subject: Proposed stipulation

Mr. Adams,

Attached is the proposed joint stipulation that we discussed.

Any agreement that may be reached between the parties would be subject to the approval of the full Commission, which has not yet been consulted on this matter. While it is anticipated that the Commission would approve this proposed settlement, I need to make it clear that they would still need to consider it. Consequently, if this is something to which your clients would agree, please provide the information needed for the completion of paragraph 9, and we would then ask the Commission for settlement authority before the amended report would be filed and the joint stipulation would be executed by the parties.

Also, I need to let you know that while the \$1,000/\$100 fee amount is, as I now understand it, the most common settlement amount for failures to timely disclose a given contribution, it is possible that some members of the Commission might think that the amount should be different depending upon the valuation of the contribution. As we have discussed, the amount pegged for that would also be something that would likely get some discussion, both by Commissioners and, once the settlement would become public, by others. I know you have a good deal of experience with valuations of lists of potential contributors, but it may be somewhat different here due to the fact that a number of the over 800 contributors to TMC on those lists were likely to be supportive of GFM, which proved to be correct given that individuals and entities on the TMC lists made 166 contributions totaling \$1,317,387.44 to the campaign.

Please let me know if this proposal would be acceptable.

Jack Pletz

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BEFORE THE	
MISSOURI ETHICS COMMISSIO	N

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MISSOURI ETHICS COMMISSION)
	Petitioner.)
v.) Case No. 16-0107-1
GREITENS FOR MISSOURI and ERIC GREITENS,)))
	Respondents.)

JOINT STIPULATION OF FACTS, WAIVER OF HEARING BEFORE THE MISSOURI ETHICS COMMISSION, AND CONSENT ORDER WITH JOINT PROPOSED FINDINGS OF FACT AND CONCLUSIONS OF LAW

The undersigned parties jointly stipulate to the facts and consent to the action set forth below. ——The undersigned Respondents, Greitens for Missouri and Eric Greitens, acknowledge that they have received and reviewed a copy of the Complaint filed by the Petitioner in this case, and the parties submit to the jurisdiction of the Missouri Ethics Commission.

The undersigned Respondents state unequivocally that at all times they have acted in good faith to comply with Missouri's campaign finance laws, and that, notwithstanding their disagreement with certain legal conclusions of the Commission and/or its counsel, Respondents wish to resolve this matter without further litigation. Toward that end, Respondents further acknowledge that they are aware of the various rights and privileges afforded them by law, including but not limited to: the right to appear and be represented by counsel; the right to have all allegations against Respondents be proven upon the record by competent and substantial

evidence; the right to cross-examine any witness appearing at the hearing against Respondents at a hearing: the right to present evidence on Respondents' behalf at a the hearing; and the right to a decision upon the record of a the hearing. Being aware of these rights provided to-Respondents by operation of law, the undersigned Respondents knowingly and voluntarily waive each and every one of these rights and freely enter into this Joint Stipulation of Facts, Waiver of Hearing Before the Missouri Ethics Commission, and Consent Order With Joint Proposed Findings of Fact and Conclusions of Law, and agree to abide by the terms of this document.

T

Based upon the foregoing, the Petitioner and the undersigned Respondents jointly stipulate to the following and request that the Missouri Ethics Commission adopt as its own the proposed Joint Findings of Fact and the proposed Joint Conclusions of Law, as follows:

JOINT PROPOSED FINDINGS OF FACT

- The Missouri Ethics Commission (the "Commission") is an agency of the State of Missouri established pursuant to § 105.955, RSMo, in part for the purpose of enforcing the provisions of Chapter 130, RSMo.
- Respondent Greitens for Missouri (the "Committee") is a candidate committee under Chapter 130, RSMo.
- 3. Respondent Eric Greitens ("Greitens") was a candidate for Governor of Missouri - Formatted: Indent: Left 0", First line: 0"

the August 2, 2016 primary election and the November 87, 2016 general election.

in

 Pursuant to Section 105.961, RSMo, the Commission's staff has investigated a complaint filed with the Commission relating to activities of the Respondents and reported the investigation's findings to the Commission.

5. Based upon the report of the Commission's staff, the Commission determined that there are reasonable grounds to believe that a violation of law occurred, and it therefore authorized voted to refer the matter to Commission counsels hearing in this matter pursuant to Section 105.961-3, RSMo.

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COUNT I

Failure to Report Contribution Received

contribution	was	·	Dollars	(\$	_),	and	that	the
contribution v	vas rec	ceived from						

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JOINT CONCLUSIONS OF LAW

COUNT I

Failure to Report Contribution Received

- Section 130.041.1(3), RSMo reads in pertinent part as follows: 1.
 - 1. Except as provided in subsection 5 of section 130.016, the candidate, if applicable, a treasurer or deputy treasurer of every committee which is required to file a statement of organization, shall file a legibly printed or typed disclosure report of receipts and expenditures. The reports shall be filed with the appropriate officer designated in section 130.026 at the times and for the periods prescribed in section 130.046. Except as provided in sections 130.049 and 130.050, each report shall set forth:
 - Receipts for the period, including: (3)
 - (d) Total dollar value of all in-kind contributions received;
 - (e) A separate listing by name and address and employer, or occupation if self-employed or notation of retirement. of each person from whom the committee received contributions in money or any other thing of value, aggregating more than one hundred dollars, together with the date and amount of each such contribution.

Reports must be filed containing disclosures of all contributions receive !- - - Formatted: Indent: Left: 0", First line: 0"

by a
committee during that reporting period at specific times as set out in Section 130.046, RSMo.
Under Section 130.058, RSMo, the candidate is ultimately responsible for all
reporting requirements for the candidate's committee under Chapter 130, RSMo.
34. The Commission finds, and Respondents do not elect to contest, that
Respondentthe Committee failed to comply with violated-\$ 130.041.1(3), RSMo in not, RSMo
by failing to timely disclosing the List as accon in-kind a contribution of a mailing-list-that-it
received as set out in the Findings of Fact.
п.
Based on the foregoing, the parties hereto mutually agree and stipulate that the following
shall constitute the order entered by the Missouri Ethics Commission in this matter. This order
will be effective immediately upon the issuance of the Consent Order of the Missouri Ethics
Commission- without further action by any party.
1. The parties understand that the Petitioner will maintain this Joint Stipulation as an + Formatted: Indent: Left: 0", First line: 0"
open and public record of the Missouri Ethics Commission.
2. The Commission shall issue its Consent Order in the form attached hereto as
Exhibit A.
aRespondents shall comply with all relevant sections of Chapter 130, RSMo.
b. It is order of the Missouri Ethics Commission that a fee is imposed against Formatted: Indent: Left: 0*, First line: 0*
the Decondent Graitage for Microson and Decondent Prize Graitage in the amount of \$1,000,00

pursuant to § 105.961.4(6), RSMo. However, if Respondents pays ten percent (10%), or

\$100.00, of that fee, amounting to \$100.00, within forty-five (45) days after the date of this Order, the remainder of the fee will be stayed, subject to the provisions below. The fee will be paid by check or money order made payable to the Missouri Ethics Commission. c. If either of the Respondents commits any further violation or violations of the laws under Chapter 130, RSMo, within the two-year period from the date of thise Order, then Respondents will be required to pay the remainder of the fee. The fee would be due immediately upon final adjudication finding that either of the Respondents had committed such a violation. The parties consent to the entry of record and approval of this Joint Stipulation and to the termination of any further proceedings before the Commission based upon the Complaint filed by the Petitioner in the above action. 4. Respondents, together with their respective heirs, successors, and assigns, do hereby waive, release, acquit and forever discharge the Missouri Ethics Commission and its attorneys of or from any liability, claim, actions, causes of action, fees, costs and expenses, and compensation, including, but not limited to, a claim for attorney's fees whatsoever which Respondents or Respondents' attorney may now have or which they may hereafter have, which is based upon or arise out of the above case. RESPONDENT GREITING FOR MISSOURI -PETITIONER MISSOURI ETHICS Formatted: Indent: Left: 0", First line: 0" COMMISSION Formatted: Line spacing: Double Formatted: Indent: Left: 0", First line: 0"

Hon. James Klahr

Formatted: Indent: Left: 0", First line: 0"

By:

Date

Jeff-Stuerman, Treasurer

	By:	Formatted: Indent: Left: 0", First line: 0"
John S. Pletz	Date Attorney for Petitioner	Formatted: Indent: Left: 0*
RESPONDENT <u>HON.</u> ERIC GREITENS		
By:	Date	Formatted: Indent: Left: 0*, First line: 0*
By: Michael G. Adams Date Attorney for Respondent		
RESPONDENT GREITENS FOR MISSOURI		•
Sy: leff Stuerman Date Freasurer		

MISSOURI ETHICS COMMISSION

File No. 18-0014-I

ROY TEMPLE)
)
Complainant)
)
v.)
)
ERIC GREITENS)
GREITENS FOR MISSOURI)
JEFF STUERMAN)
DANIEL LAUB)
)
Respondents.)

RESPONDENTS ERIC GREITENS, GREITENS FOR MISSOURI, AND JEFF STUERMAN'S RESPONSE TO COMPLAINT FILED MARCH 15, 2018

Eric Greitens, Greitens for Missouri, and Jeff Stuerman (hereinafter "Respondents")¹ hereby respond below to the Complaint filed by Roy Temple with the Missouri Ethics Commission ("Commission") on March 15, 2018 (the "Complaint").

Missouri Statutes § 130.054(1) provides as follows:

[A]ny natural person may file a complaint with the Missouri ethics commission alleging... a violation of the provisions of this chapter by any candidate for elective office[.] Any such complaint shall be in writing, shall state all facts known by the complainant which have given rise to the complaint, and shall be sworn to, under penalty of perjury, by the complainant.

Thus, only a complaint stating "facts known by the complainant which have given rise to the complaint" is a valid complaint meriting any action by the Commission other than dismissal.

The Complaint offers several accusatory legal conclusions but only two purported "facts": 1) "Based on recent news reports, it's now clear the fundraising list [at issue in Commission File No. 16-0107-1] was not obtained from Daniel Laub" and 2) "In addition, other

¹ The undersigned does not represent respondent Daniel Laub, but notes that Mr. Laub is not a proper party to this matter as he is neither a candidate, committee, nor treasurer regulated by the Missouri campaign finance code, and was not a party to Commission File No. 16-0107-1.

recent news reporting documents that Greitens campaign [sic] also received [sic] an email list that has never been reported." The Complaint then cites "Exhibit 1," a collection of two news articles, an op-ed, and an open letter issued by The Mission Continues. Neither the "facts" stated nor the items in Exhibit 1 constitute "facts known by the complainant." Moreover, the items in Exhibit 1 do not support the asserted "facts."

I. Claim that "the fundraising list was not obtained from Daniel Laub."

The second attached article² (and the only item offered in evidence that is pertinent to this claim), from the *Saint Louis Post-Dispatch*, does not support the Complaint's first assertion. The article states that "Krystal Taylor, whose LinkedIn profile said she was a vice president at the Greitens Group at the time, *sent the list to* campaign staffers Michael Hafner and *Danny Laub on January 6, 2015*, according to [an] email." That is, according to the article, Mr. Laub was in possession of the list on or about January 6, 2015 – several weeks prior to the existence of Greitens for Missouri, which formed and registered with the Commission on or about February 24, 2015.³ Neither the article nor the Complaint contradicts the representation in Greitens for Missouri's amended report of April 28, 2017, that Mr. Laub provided the donor list to Greitens for Missouri. Certainly, the Complaint fails to offer any factual basis for the conclusion that Respondents "filed a 'purposefully' false campaign finance report": not only does the Complaint fail to show the amended filing's inaccuracy, it fails to show that any Respondent knew of any such inaccuracy prior to filing of the amended report.

The Complaint's theory appears to be that Greitens for Missouri obtained the list from someone other than Mr. Laub, but the Complaint does not allege or prove that any other particular

² Exhibit 1's first attachment, an article from the Southeast Missourian, and fourth attachment, the open letter from The Mission Continues, make no reference whatsoever to any individual as regarding receipt of the donor list or alleged email list at issue, and the Commission should disregard these items completely as irrelevant to the Complaint.

³ For this reason, Respondents dispute the accuracy of the article's description of Messrs. Hafner and Laub as "campaign staffers."

individual other than Mr. Laub provided the list to Greitens for Missouri, or that the actual source who provided the list to Greitens for Missouri was in fact not Mr. Laub, let alone that Respondents were aware of either such fact.

II. <u>Claim that the "Greitens campaign also recieved [sic] an email list that has never been reported."</u>

The afore-referenced Saint Louis Post-Dispatch article discusses the donor list and also mentions an "email list... used by the Greitens campaign," but maintains, or at least operates on the assumption, that the "donor list" and the "email list" are the same list.

The submitted op-ed by a hostile columnist engages in the same supposition as the Complaint's, that a) there was an email *list* (as opposed to *one email address*; the op-ed only cites one alleged recipient of a Greitens for Missouri email), and b) such lists were separate and each separately was received as an in-kind contribution by Greitens for Missouri. The op-ed's conclusion, at best, would constitute hearsay within hearsay within hearsay (an exhibit quoting a columnist, who relies upon an email recipient's father's statement, about what the email recipient said), but does not reach even that dubious level of reliability, because it offers no factual basis for the accusation that Greitens for Missouri received any email list separate from the donor list.

As the Commission is aware, the donor list included email addresses. Nothing in the Complaint or its Exhibit demonstrates that Greitens for Missouri "also received an email list that has never been reported." Finally, even if the Complaint did so demonstrate, any error by Greitens for Missouri in having neglected to report receipt of such list in 2015 would not constitute a breach of Respondents Eric Greitens and Greitens for Missouri's settlement agreement with the Commission, because such error would not be "any *further* violation or violations of the laws under Chapter 130, RSMo, within the two-year period *from the date of this Order* [April 28, 2017]."

Conclusion

With typical carelessness, perennial complainant Roy Temple offers wild speculation and baseless accusations of not just errors, but criminal misconduct. Because the Complaint is fatally deficient in its failure to meet the minimal statutory standard of stating facts that give rise to a violation, the Commission must dismiss it.

Respectfully submitted,

Michael G. Adams, Esq.

1300 Pennsylvania Ave. NW

No. 190-612

Washington, DC 20004

Counsel for Respondents

Eric Greitens, Greitens for Missouri,

and Jeff Stuerman, Treasurer

April 9, 2018

IN THE CIRCUIT COURT TWENTY-SECOND JUDICIAL CIRCUIT CITY OF ST. LOUIS

	CITY OF ST. LO	DUIS
STATE OF MISSOURI,)	
Plaintiff,)	N. 1922 CD00642
) Ci	ause No. 1822-CR00642
v.)	EULE
ERIC GREITENS,))	APR 1 6 2018
Defendant.	,)	22 ^{NE} JUDICIA. SIRCUIT CIRCUIT CLERK'S OFFICE
	ORDER	DEPUTY

After this morning's hearing, it has come to the Court's attention that the videotape of the interview of witness K.S. was acquired by the Missouri Special Investigative Committee that is reviewing evidence related to the Defendant. The distribution of this videotape is in violation of Paragraph 5 of the Joint Proposed Scheduling Plan entered by the Court on March 8, 2018. As a result, the Defendant has requested the opportunity to respond to the Missouri Special Investigative Committee regarding the contents of the videotape, which response, the Defendant is concerned, may also violate Paragraph 5 of the Joint Proposed Scheduling Plan.

Thereon, the Court GRANTS the Defendant's request. Defendant and his counsel are permitted to submit information to the Missouri Special Investigative Committee which may otherwise be in violation of the Court's Scheduling Order and the Order issued by the Court on April 10, 2018. Defendant's response shall be limited to the contents of the videotape interview of witness K.S.

Dated: April 16, 2018

Rex M. Burlison Circuit Judge

Division 16

ENTERED

APR 1 6 2018

EXHIBIT

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Missouri Circuit Court Twenty-Second Judicial Circuit (City of St. Louis)



This Relates to:	CIRCUIT CLERK'S OFFICE BY DEPUTY
State of Missouri)
Plaintiff,))) No. 1822-CR00642
v.) Division No. 16
Eric Greitens,) Division No. 10
Defendant.)

Request of the Missouri House of Representatives Special Investigative Committee on Oversight for the Court's Instruction to The Circuit Attorney and Counsel for Defendant Eric Greitens to Comply with the Subpoena Issued by Missouri House of Representatives Special Investigative Committee on Oversight Requiring Production of the Deposition and Any Accompanying Video Recording and Transcript of Witness #1

The Missouri House of Representatives Special Investigative Committee on Oversight ("The Committee") respectfully requests that this Honorable Court instruct the parties in this case to comply with the subpoena issued and produce the deposition and any accompanying video and/or transcript Witness #1.

- 1. The Committee is a duly constituted committee of the Missouri House of Representatives charged with investigating matters relating to claims of misconduct and other acts and failures to act of the Defendant in this case, Eric Greitens.
- 2. As such, the Committee operates with independent constitutional authority to conduct the affairs of the co-equal legislative branch of Missouri government.



- 3. The fulfillment of its constitutionally-protected duties requires that the Committee obtain, through its subpoena power, relevant information, or information which may lead to the discovery of information relevant to, its constitutionally-protected duties.
- 4. The Chair of the Committee, as a member of the House of Representatives, "has an absolute right to have a subpoena issue to obtain evidence concerning an offense over which the house of representatives has jurisdiction." *In re Marshall*, 478 S.W.2d 1, 3 (Mo. 1972). See also §21.400, RSMo (granting authority for the Speaker of the House to authorize subpoena).
- 5. The House of Representatives has jurisdiction over the impeachment of an executive officer of Missouri, including a governor. Mo. Const. Art. VII, §1.
- 6. The Speaker of the House has issued a subpoena requiring production of the deposition and any accompanying video and/or transcript Witness #1. (Exhibit 1, to be filed under seal).
- 7. In an Order dated April 16, 2018, the Court permitted counsel for Defendant Greitens to respond to the Committee's receipt of a transcript of an interview of Witness #1 (also sometimes called "K.S." in Court documents). The Court's Order stated that "Defendant's response shall be limited to the contents of the videotape interview of witness K.S." (Italics supplied).
- 8. Defendant Greitens, through counsel, provided the Committee with a 16-page letter citing to selected portions of the deposition of Witness #1. (Exhibit 2, to be filed under seal). The Committee did not receive the entire deposition.
- 9. Whether Defendant Greitens violated the Court's April 16, 2018 Order by providing testimony from the *deposition* rather than highlighting "the contents of the *videotape interview*" is not a matter that falls within the interests or authority of the Committee.

- 10. What does concern the Committee is that the Committee only received a carefully edited portion of a much longer deposition, with claims by Defendant Greitens that the carefully edited portions he provided conflict with other evidence the Committee has received.
- 11. These excerpts from the *deposition* came to the Committee on April 17, 2018, prior to the Committee's review of the *interview* of Witness #1.
- 12. Defendant Greitens' letter to the Committee properly assesses the Committee's purpose: "The Governor and we greatly appreciate your commitment to reaching the truth." (Exhibit 2 at 16).
- 13. On April 17, 2018, the Committee reviewed a video of an interview of Witness #1 taken by the Circuit Attorney's office. The Committee unanimously voted that Defendant "Greitens' public claims about the content of the Circuit Attorney interview mischaracterized the actual testimony from the interview received and reviewed by the Committee."
- 14. Given the Committee's conclusion that Defendant Greitens mischaracterized the *interview* video, the Committee is concerned that the carefully edited portions of the *deposition* testimony might likewise prove less than accurate.
- 15. The subpoenas issued by the Committee now seek only the full disclosure of information that Defendant Greitens has already provided in part and without which the Committee cannot "reach the truth" by comparing what was reported in part to what was said in full by Witness #1.
- 16. The Committee acknowledges the Court's interest in providing every criminal defendant a fair trial consistent with the Sixth Amendment. The United States Supreme Court has concluded that when the press's First Amendment rights clash with Sixth Amendment guarantees,

any restraint on the First Amendment is improper except when no other recourse exists. See, Nebraska Press Ass'n v. Stuart, 427 U.S. 539, 539, 96 S. Ct. 2791, 2793, 49 L. Ed. 2d 683 (1976).

- 17. This case is the subject of constant and pervasive media coverage. Even were this deposition to make its way into the public media, the additional publicity will not risk Defendant Greitens' rights under the Sixth Amendment.
- 18. If, as Defendant Greitens' letter suggests, full disclosure only helps his case, and, where partial disclosure has already occurred, he should not hesitate to permit the Committee to obtain full disclosure of the deposition in question.
- 19. The Committee believes that its standing and constitutional duties as a co-equal branch of government make its interests at least, if not more, compelling than First Amendment rights.
- 20. Thus, given the constitutional equality of the legislature with the judiciary, and the constitutional imperative that forbids one branch of government from interfering with the prerogatives of another branch, the Committee respectfully believes and requests the Court should allow the Committee full access to the complete facts already partially before the Committee by authorizing the parties to its Orders to comply with the subpoena.
- 21. Undersigned counsel is authorized to report that the Circuit Attorney and counsel for Witness #1 are prepared to honor the subpoena, subject to the Court's direction. On Friday, April 20, 2018, Counsel for Defendant Greitens indicated that additional time was needed to assess Defendant Greitens' position. Despite requests to learn of Defendant Greitens' position, counsel has yet to respond, but has agreed to discuss the issue on Wednesday.

22. This Request is filed to place the matter before the Court for a hearing on Thursday morning, April 26, 2018. In the event that the discussion with Defendant Greitens' counsel results in an agreement, the Court will be so informed.

WHEREFORE, for the reasons stated, the Missouri House of Representatives Special Investigative Committee on Oversight respectfully requests that this Honorable Court instruct the parties in this case to comply with the subpoena issued and produce the deposition and any accompanying video and/or transcript Witness #1.

Most Respectfully Submitted,

/s/ Edward D. Robertson

Edward D. Robertson, Jr. #27183 Bartimus, Frickleton, Robertson, Rader, P.C. 715 Swifts Highway Jefferson City, MO. 65109 573-659-4454 crobertson@bflawfirm.com

Mark T. Kempton, #25653 T. Brody Kempton, #63929 KEMPTON AND RUSSELL, LLC 114 E. 5th Street Sedalia, MO 65301 Phone: (660) 827-0314 Fax: (660) 827-1200

mark@kemptonrussell.com brody@kemptonrussell.com

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on April 24, 2018, the foregoing was served via email and/or U.S. Mail, to:

Kimberly M. Gardner Robert E. Steele Robert H. Dierker Circuit Attorney's Office 1114 Market Street Suite 401 St. Louis, MO 63101 steller@stlouiscao.org

John F. Garvey Carey Danis & Love 8235 Fortsyth, Suite 1100 St. Louis, Missouri 63105 jgarvey@careydanis.com

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Attorneys for the State of Missouri

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Attorneys for Defendant

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Attorney for Defendant

Scott Simpson Knight & Simpson 423 Jackson Street St. Charles, MO 63301 scott@knightsimpson.com

Attorney for Witness #1

/s/ Edward D. Robertson, Jr.

Ex. 76

Greitens for Missouri Strategy Session

Friday, January 23, 2014 7:15AM - 5:00PM

4500 West Pine Boulevard, St. Louis MO 63108

- 1. 7:15AM 7:30AM: Welcome and Introductions
- 2. 7:30AM 8:00AM: State of the Race | SUCCESS: To provide the landscape to give EG the best strategic advantage when entering the race.
 - a. Schweich
 - i. Fundraising
 - ii. Grassroots
 - iii. Structure/Consultants
 - iv. Strengths/Weaknesses
 - b. Hanaway
 - i. Fundraising
 - ii. Grassroots
 - iii. Structure/Consultants
 - iv. Strengths/Weaknesses
 - c. Brunner, Luetkemeyer, Spence
 - d. How do we want the race to look?
- 3. 8:00AM 10:00AM: Defining Eric Greitens | SUCCESS: To have developed EG's candidate profile in order to effectively devise a winning strategy that best utilizes EG's strengths/story and effectively manages EG's weaknesses.
 - a. Image/Profile
 - b. Strengths, Weaknesses
 - c. Vulnerabilities + Responses
 - d. Telling the Story
 - e. Eric on the Issues (Primary Electorate)

BREAK: 10:00AM - 10:15AM

- 4. 10:15AM 11:15AM: Coordinating the Messages | SUCCESS: To develop concise messaging that aligns with EG's value and sets him a part from other candidates while most effectively defining him as a conservative and a top-tier gubernatorial candidate.
 - a. Overarching Campaign Themes
 - b. Primary Election Messaging
 - c. Key Issues
- 5. 11:15AM –12:30PM: Changing the Landscape/A Different Kind of Campaign | SUCCESS: Have identified ways to take advantage of opportunities that enables EG to expand traditional republican strategies to gain a strategic edge/advantage over current GOP primary field.
 - a. Expanding the 'Grassroots'
 - b. Untraditional Coalitions/Volunteers
 - c. Leveraging Strategic Endorsements/Networks
 - d. How We Win

LUNCH BREAK: 12:30PM – 12:45PM

6. 12:45AM – 1:45PM: The Overall Plan/Timeline | SUCCESS: Emerge with a unified plan for the exploratory campaign that best utilizes EG's current work and leverages strategic opportunities.

- a. Quietly Launching the Exploratory
 - i. Earned Media/Social
 - ii. Messaging/Prepared Statement
 - iii. Exploratory Candidate's Time Priorities
- b. Preliminary Polls & Focus Groups
- c. Leveraging Resilience
- d. Making a Splash With the Formal Announcement
- 7. 1:45PM 2:30PM: Building the Team | SUCCESS: Emerge with a clear timeline of roles and when to hire key personal/vendors to ensure a competitive advantage to ensure success financially and operationally.
 - a. Timeline
 - i. Vendor Update
 - ii. Staff Update
 - b. Immediate Needs
- 8. 2:30PM 3:15PM: Fundraising | SUCCESS: Arrive at clear understanding of time and money that it will take to ensure you has resources to be viable and competitive.
 - a. The Phases
 - i. Exploratory Committee (February 1 May 31) Goal: ??
 - ii. 6-8 Weeks After Campaign Launch Goal: \$2M?
 - iii. The Rest of the Primary Campaign Goal: \$3M?
 - b. Fundraising Messaging
 - c. Building the Finance Plan
 - d. The Donors
 - i. Missouri
 - ii. Nationwide
 - e. Setting the Goals

BREAK: 3:15PM - 3:30PM

9. **3:30PM-5:00PM:** General Discussion, Ideas & Strategy

27

5/9/2018

Gmail - Agenda for Today's Meeting

M Gmail	Michael Hafner
Agenda for Today's Meeting 3 messages	
Michael Hafner <mike@ To: Dave Whitman <dwhitman@greitensgroup.com></dwhitman@greitensgroup.com></mike@ 	Wed, Jan 29, 2014 at 12:36 PM
Dave, Please find an agenda for today's meeting at 3:00pm. Barklage it when he gets to the office but I think this covers almost every free to forward to Eric if you would like.	is on a plane right now so there may be some minor edits to thing we would like to discuss today. Of course please feel
See you shortly.	
Thanks, Mike	
The information contained in this message may be privileged and/or message is not the intended recipient, or an employee or agent responding to the responding that any dissemination, distribution or copy views or opinions presented in this message are solely those of the a Knodell. If you have received this in error, please notify the sender material from any computer.	onsible for delivering this message to the intended recipient, ing of this communication is strictly prohibited. Note that any author and do not necessarily represent those of Barklage &
Prospective Candidate Review Session-Agenda.docx 58K	
Dave Whitman <dwhitman@greitensgroup.com> To: Michael Hafner <mike@< td=""><td>Wed, Jan 29, 2014 at 12:38 PM</td></mike@<></dwhitman@greitensgroup.com>	Wed, Jan 29, 2014 at 12:38 PM
Got it. Thanks Mike. See you at 3pm.	
Dave Whitman Managing Director The Greitens Group 314.571.6151- direct @DaveWhitman [Quoted text hidden]	
Michael Hafner <mike@ <dwhitman@greitensgroup.com="" dave="" to:="" whitman=""></mike@>	Wed, Jan 29, 2014 at 12:43 PM
Sounds great. Thanks.	
0.	
[6]	

 5/9/2018

message is not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. Note that any views or opinions presented in this message are solely those of the author and do not necessarily represent those of Barklage & Knodell. If you have received this in error, please notify the sender immediately by replying to the message and deleting the material from any computer.

[Quoted text hidden]



Prospective Candidate Review Session

- I. Approaching the Decision to Run
 - a. What do you want to do?
 - b. Why do you want to do it?
 - c. What do you hope to accomplish?
 - d. Goals: Short Term and Long Term
- II. Analyzing the Decision to Run
 - a. Skill Set
 - b. Assets
 - i. Finance
 - ii. Networking
 - iii. Grassroots
 - c. What You Know
 - d. Time Commitments
 - e. Talent
 - f. Initial Assessment
 - i. Assessing Weaknesses/Blind Spots
 - ii. Assessing Strengths
- III. Political Landscape (2014, 2016, 2018, 2020)
- IV. Discussion: Opportunities Short-Term and Long Term
 - a. Offices
 - b. Opponents
 - c. What are the best choices?
- V. Next Steps and Strategic Positioning
 - a. Decision Timeline: Making the Choice and Following Through
 - b. Networking Plan and Grassroots
 - c. Finance Plan
 - d. Structure for Overall Organization
 - e. Education on Issues





Michael	Hafner ·
WIICHIACI	name

Lewis and Clark Leadership Forum Mtg. - March 13

7 messages

Michael Hafner <mike@

Thu, Feb 27, 2014 at 12:19 PM

To: Dave Whitman < dwhitman@greitensgroup.com >

Dave,

The Lewis & Clark Leadership Forum is meeting March 13 and would like to extend an invitation to Eric to attend and introduce himself. Is there any chance Eric is available to meet with them at 1:30pm? They meet at McEagle offices in O'Fallon.

The group includes some of the biggest politically active donors in the STL region. Their only agenda is Pro-Business, progrowth, pro-jobs candidates and officials in elected office. Members include Tim Drury, Greg Hoberock, Paul McKee, L. B. Eckelkamp, Kevin Riggs, Jim Murphy, Dave Spence, and Gary Grewe.

Thanks, Mike





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Dave Whitman dwhitman@greitensgroup.com

To: Michael Hafner <mike@

Thu, Feb 27, 2014 at 12:25 PM

Mike,

Thanks for this. That time works, I'll make sure he is there. Coincidentally in terms of the location, he's speaking to the O'Fallon Police Department the next day. Thanks for arranging this.

Dave Whitman
Managing Director
The Greitens Group
314.571.6151- direct
@DaveWhitman
[Quoted text hidden]

Michael Hafner <mike@

Thu, Feb 27, 2014 at 1:00 PM

To: Dave Whitman dwhitman@greitensgroup.com

Great. We'll confirm him for 1:30pm. McEagle is at 1001 Boardwalk Springs Place, Ste. 10, Ground Floor, O'Fallon, MO 63368.

Thanks Dave!







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[Quoted text hidden]

Dave Whitman dwhitman@greitensgroup.com To: Michael Hafner <mike@ Mon, Mar 10, 2014 at 9:12 AM

Mike.

You have a few minutes to chat about this meeting? Want to get some more details. Let me know a good time to talk.

Thanks.

Dave Whitman Managing Director The Greitens Group 314.571.6151- direct @DaveWhitman

On Thu, Feb 27, 2014 at 12:19 PM, Michael Hafner <mike@

wrote:

[Quoted text hidden]

Michael Hafner <mike@

To: Dave Whitman dwhitman@greitensgroup.com

Mon, Mar 10, 2014 at 12:31 PM

Hey Dave,

Did you get all the info from Barklage this morning regarding Thursday's meeting? Let me know if not and we can certainly touch base this afternoon!

Also, I touched base with the group and it's certainly more than okay for you to attend Thursday's meeting with Eric.

Thanks! Mike





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HAFNER 0014

[Quoted text hidden]

Dave Whitman dwhitman@greitensgroup.com

Mon. Mar 10, 2014 at 12:32 PM

To: Michael Hafner <mike@

Thanks Mike. Yes, got what I needed from David. We are good to go. Here is Eric's long bio in case you need it.

See you soon.

Dave Whitman Managing Director The Greitens Group 314.571.6151- direct @DaveWhitman

[Quoted text hidden]

EG_Long Bio. August 2013 FINAL.pdf 219K

Michael Hafner <mike@

Mon, Mar 10, 2014 at 12:37 PM

To: Dave Whitman dwhitman@greitensgroup.com

Great. Thanks!





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[Quoted text hidden]



Michael Hafner <



CONFIRMED: Lewis and Clark - Northern MO Forum - Tuesday 3/18, 12:30pm

2 messages

Michael Hafner < mike@

Fri, Mar 14, 2014 at 4:41 PM

To: Dave Whitman dwhitman@greitensgroup.com

Cc: David Barklage <david@

We have Eric confirmed for Tuesday, March 18, at 12:30pm at the Lewis and Clark group in Troy. The meeting will be held at Witte Bros Exchange: 575 Witte Industrial Ct., Troy, MO 63379.

Attendees will include:

David Baker Warrenton Oil Company Brent Witte Witte Bros, Exchange, Inc

Kyle Larson The Larson Group, Mid-America Peterbilt

Mike Bross Hannibal Concrete Products Co

Randy Potterfield Ren Potterfield Trucking

David Barklage Mike Hafner

Same drill as the STL L&C group. Eric will have 20 minutes to have a candid discussion with the group. Everything discussed with the group will remain confidential.

Let me know if you have any questions.

Thanks, Mike





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Dave Whitman dwhitman@greitensgroup.com

To: Michael Hafner <mike@

Cc: David Barklage <david@

Thanks Mike. See you both Tuesday.

Dave Whitman
Managing Director
The Greitens Group
314.571.6151- direct
@DaveWhitman
[Quoted text hidden]

Fri, Mar 14, 2014 at 4:55 PM





Mic	hael	Hat	ner

Inoculation Research

1 message

Michael Hafner < mike@

Fri, Mar 14, 2014 at 5:57 PM

To: Dave Whitman < dwhitman@greitensgroup.com>

Dave,

I wanted to pass along the contact info for Bill Wykpisz. He comes highly recommended from a trusted vendor of ours and worth reaching out to for the inoculation research you are looking to have completed on Eric.

Bill can be reached at: bill

As a note of caution, most reputable oppo researchers should be quite busy right now as it is an election year, so it is probably best to get the project in the pipeline as soon as you can.

Thanks, Mike





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----- Forwarded message -----From: Randall Gutermuth <

Date: Fri, Mar 14, 2014 at 5:20 PM Subject: Potential Client

To: Bill Wykpisz <

Cc: Michael Hafner < mike@

Bill, we have a potential 2016 statewide candidate in Missouri who has never run for office before and wants to run a thorough inoculation research report on himself. I told his GCs that you were the man for the job. Hafner who is ccd here is the one to talk to about this. I'll let you guys take it from here.

Randy





Wednesday Meeting Update + Agenda

5 messages

Michael Hafner

Mon, Jun 16, 2014 at 6:19 PM

To: Dave Whitman dwhitman@greitensgroup.com

Dave.

Wanted to pass along some additional details for Wednesday's meeting to you. We will be meeting at 11:00am at the Chesterfield Hyatt at 333 Chesterfield Center, Chesterfield, MO 63017 (located behind the Drury Chesterfield Plaza, visible from Clarkson and I-64).

Below are the people we have as either attending (or those we have invited to attend): Principals

Eric Greitens (Confirmed) Sheena (Is she attending?)

Vendors

Willis Jones - Researcher (Confirmed)
John Morgan - Demographer (Confirmed)
John Thompson - Media Buyer (Confirmed)
Robert Knodell - Partner at B&K (Confirmed)
David Barklage - Partner at B&K (Confirmed)
Randy Gutermuth - Pollster (Confirmed)
Dave Hageman (Out of town, cannot attend)

Greitens Staff

Dave Whitman (Confirmed)

B&K Staff

Mike Hafner (Confirmed) Maura Gray (Confirmed) Alex Stephens (Confirmed)

Others

Lloyd Smith (Not yet confirmed) Any additional Greitens invites?

I have attached an agenda for review. Do you or Eric have any items to add? The agenda is fairly self-explanatory but let me know if you have any questions.

Finally, would you like everyone in attendance to sign a non-disclosure agreement? If so, I will be happy to distribute or provide the e-mail addresses to you of everyone attending. Let me know when you get a free minute.

Thanks, Mike





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Greitens Strategy Session-Agenda 06182014.docx 30K

Dave Whitman dwhitman@greitensgroup.com

Tue, Jun 17, 2014 at 8:55 AM

To: Michael Hafner

Looks good Mike. Krystal Taylor will join, and I don't think we'll need NDA's for the attendees as they fall under your umbrella, but I'll check. I'll let you know about Sheena Greitens attendance a bit later on today, and Eric is reviewing agenda this morning. Thank for arranging.

Dave Whitman
The Greitens Group
314.571.6151- direct
@DaveWhitman
[Quoted text hidden]

Michael Hafner <

Tue, Jun 17, 2014 at 9:05 AM

To: Dave Whitman dwhitman@greitensgroup.com

Sounds like a plan. Thanks!!





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[Quoted text hidden]

Dave Whitman < dwhitman@greitensgroup.com>

To: Michael Hafner

Tue, Jun 17, 2014 at 9:41 AM

Sheena Greitens will be in attendance. Thanks Mike.

Dave Whitman The Greitens Group 314.571.6151- direct @DaveWhitman

[Quoted text hidden]

Michael Hafner

Tue, Jun 17, 2014 at 9:50 AM

To: Dave Whitman dwhitman@greitensgroup.com

Got it. Thanks.



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5/9/2018

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[Quoted text hidden]





Michael Hafman	
Michael Hafner <	

Draft Agenda for Tuesday

2 messages

Michael Hafner

Fri, Jun 27, 2014 at 5:16 PM

To: Dave Whitman <dwhitman@greitensgroup.com>

Dave.

Please see attached and let me know if there's anything you want to add in here.

Thanks and have a great weekend!

Mike





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July Strategy Session - Agenda - 07012014.docx 30K

Dave Whitman dwhitman@greitensgroup.com
To: Michael Hafner

Mon, Jun 30, 2014 at 9:46 AM

Got it. See you tomorrow.

Dave Whitman
The Greitens Group
314.571.6151- direct
@DaveWhitman
[Quoted text hidden]

ERIC GREITENS STRATEGY SESSION TUESDAY, JULY 1, 2014 10:00AM BARKLAGE & KNODELL

AGENDA

0:00 am I. Vendor Meeting Re-Cap

Discussion

0:30 am II. Missouri Voters & Election Dynamics: Primary & General Elections

• Building a Winning Grassroots Campaign

Robert Knodell

• Key State Coalitions

Robert Knodell

• Political Landscape, Candidates, and Races

David Barklage

• General Assembly Overview and County Elected Republicans Robert Knodell

• Party and Republican Leadership

David Barklage

• The Press in Missouri: Major Players, Markets, Urban/Rural Robert Knodell

1:30 am III. Initial Next Steps

Discussion

Developing a Winning Campaign

- Positioning for a Primary
- Utilizing Current Position
- Earned Media and Social Media
- Scheduling Strategy
- In-state and National Finance Strategy and Goals
- Timeline and Priorities for Candidate and Campaign
- Endorsement Program

2:15 pm IV. Candidate Feedback and Group Discussion





	v
Michael Hafner	

Dra	ft	v2
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Dave Whitman <dwhitman@greitensgroup.com>
Tue, Jul 15, 2014 at 2:52 AM
To: David Barklage <david@ >, Michael Hafner <mike@

Couple of questions:

Do we want to put the DNC 2008 appearance out there in this statement? His working relationship and friendship with Governor Holden?

I made a few factual changes, and tweaks, but the crux of everything you started with was solid.

Let me know your thoughts.

Since leaving active duty from the Navy in 2007, I have been recruited by both parties to run for office. I didn't approach anyone about running. While I was flattered to be asked, I declined believing I could make a greater impact building the Mission Continues.

I am not a candidate nor will I be making any decision on running for office in the near future. Sheena and I are excited and focused on the arrival of our first child soon. I am already committed to an extensive book tour in the spring promoting my latest book which I just finished. In addition to running my own business, I am still a board member and continue to fundraise for the Mission Continues.

While I have not always openly expressed my party affiliation, I have always been a Republican and a strong fiscal conservative. I was a White House fellow in Republican George W. Bush's administration. As a Navy Seal Commander, my politics didn't matter, only my ability to successfully complete missions. After leaving service, I chose to build a non-partisan non-profit that challenged our military service men and women to continue their service in their communities.

Over the years I have developed close relationships with leaders of both political parties and make no apology. Many of those leaders provided valuable counsel to me as I navigated running a non-profit. As a businessman and a resident of the City of Saint Louis, I like many fellow Republicans business leaders and Republican politicians such as Lt. Governor Peter Kinder supported Mayor Slay in his Democrat primary---not against a Republican.

I have dedicated my life to public service. As I transition from CEO of the Mission Continues to the next chapter of my life, that dedication to service will continue to be the focus of whatever path I choose in the future.

Dave Whitman The Greitens Group 314.571.6151- direct @DaveWhitman



Michael Hafner <	

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Draπ v4	
Dave Whitman <dwhitman@greitensgroup.com> To: David Barklage <david@>, Michael Hafner <mike@< th=""><th>Tue, Jul 15, 2014 at 11:04 AM</th></mike@<></david@></dwhitman@greitensgroup.com>	Tue, Jul 15, 2014 at 11:04 AM
Dave, I spoke to Eric and he agreed on all edits. I've made the changes below. this as a final version.	If no other edits are needed, we'll go with
·	
Dave,	

Since leaving active duty as a NAVY SEAL in 2007, Eric has been asked by both parties to run for office. While he was flattered to be asked, he declined, believing that he could make a greater impact building The Mission Continues. Democrats have approached him about running for the Senate, for Congress, and Statewide on several occasions, and he has said no every time.

While on active duty, Eric took seriously his legal obligation and what he believed was the moral necessity to stay nonpartisan. Over the last seven years, while running a national program for veterans, he has run an organization that has enjoyed wide bipartisan support, and he has worked with and supported many people who support veterans on both sides of the aisle.

I've heard him say many times that when he was serving in Iraq or Afghanistan, he never heard anyone say that they were fighting for Republicans or Democrats back home. They were fighting for America. He believes that, and works for many things that he thinks are far more important than politics. His focus as a leader is always on getting results for the people he serves, and he is, obviously, an extraordinarily capable leader; respected widely because of his ability to produce exceptional results.

Though he is a principled conservative Republican himself, his success lies in his ability to inspire people of every background to commit themselves to hard work that produces success. He has many friends who are lifelong Democrats, and many friends who are lifelong Republicans.

I also want to be clear that he is not a candidate, and I also know that he will not be making any decision on running for office in the near future. He and his wife are excited and focused on the arrival of their first child soon, and he is already committed to an extensive book tour in the spring promoting his latest book on Resilience. In addition to running his own business, he is still a board member and continues to fund-raise for the Mission Continues.

He has dedicated his life to public service, and just ten days ago made a transition from CEO of the Mission Continues to the next chapter of his life. I know that he is going to explore many options, and that he is going to take time exploring those options. Ultimately, he will do what's best for him and his family.

HAFNER 0032

I hope this is helpful to you. Please give me a call with any questions.

I saw what you wrote about Eric, and I want to clarify what you were told.

Dave Whitman The Greitens Group 314.571.6151- direct @DaveWhitman





Michael Hafner

Candidate Committee vs. Continuing Committee

9 messages

Michael Hafner

Fri, Dec 12, 2014 at 3:58 PM

To: Eric Greitens <eric@greitensgroup.com>

You may have received this answer from Barklage earlier this week. But I spoke to Ethics today regarding formation of a committee for potential future candidates.

The way I see it the two options you have are forming either a Candidate Committee or an Exploratory Committee. Forming a continuing committee (PAC) would make it difficult for you to personally raise funds for it while you are meeting with donors/activists/promoting yourself and candidacy/etc., plus would raise Ethics questions among your potential opponents (knowing Shweich and Hanaway).

I would think forming an exploratory committee would be best given your situation. We might be able to get away with saying Statewide Office 2016 when forming the committee, but I would suggest putting Governor.

I can discuss with you further, if needed.

Thanks, Mike





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Danny Laub

To: Michael Hafner

Mon, Dec 15, 2014 at 12:43 PM

Mike -

Hope you had a killer weekend.

Think we can get together for 45 minutes this week sometime to discuss:

- 1) Committee + Nuts & Bolts (aka would love your thought on a few things)
- 2) A continuation of our conversation from last week

I can be pretty flexible this week, so let me know what works for you.

Looking forward to it.

Danny

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

From: Danny Laub <dlaub@greitensgroup.com>

Date: Mon, Dec 15, 2014 at 12:40 PM

Subject: Fwd: Candidate Committee vs. Continuing Committee

To: Danny Laub

--- Forwarded message -----

From: Eric Greitens <eric@greitensgroup.com>

Date: Mon, Dec 15, 2014 at 12:31 PM

Subject: Fwd: Candidate Committee vs. Continuing Committee

To: Danny Laub <dlaub@greitensgroup.com>

Eric Greitens

For scheduling and other business matters: Krystal Taylor Vice President, The Greitens Group Ktaylor@GreitensGroup.com 314-833-6269

[Quoted text hidden]

Michael Hafner

To: Danny Laub ·

Mon, Dec 15, 2014 at 1:11 PM

Danny,

Was definitely a good weekend. Hope yours went well also.

Most of my days this week are fairly open so just let me know when works!

Mike





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[Quoted text hidden]

Danny Laub

To: Michael Hafner

Mon, Dec 15, 2014 at 1:15 PM

How about tomorrow around 3?

[Quoted text hidden]

Michael Hafner To: Danny Laub Mon, Dec 15, 2014 at 1:19 PM

Works for me.







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[Quoted text hidden]

Michael Hafner To: Danny Laub Mon, Dec 15, 2014 at 1:23 PM

Phone call or in person?





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[Quoted text hidden]

Danny Laub

Mon, Dec 15, 2014 at 1:26 PM

To: Michael Hafner

I prefer in person if doable - I can do either your office or mine [Quoted text hidden]

Michael Hafner To: Danny Laub Mon, Dec 15, 2014 at 1:52 PM

Your office is good with me. I've only been there once, what is the address again?





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[Quoted text hidden]

Danny Laub
To: Michael Hafner

4500 West Pine Boulevard 63108

Behind the building there is a parking lot you get through in the alley behind or there is street parking, but that can suck sometimes.

wrote: On Mon, Dec 15, 2014 at 1:52 PM, Michael Hafner > Your office is good with me. I've only been there once, what is the address > again? > > > The information contained in this message may be privileged and/or > confidential and protected from disclosure. If the reader of this message is > not the intended recipient, or an employee or agent responsible for > delivering this message to the intended recipient, you are hereby notified > that any dissemination, distribution or copying of this communication is > strictly prohibited. Note that any views or opinions presented in this > message are solely those of the author and do not necessarily represent > those of Barklage & Knodell. If you have received this in error, please > notify the sender immediately by replying to the message and deleting the > material from any computer. > On Mon, Dec 15, 2014 at 1:26 PM, Danny Laub wrote: >> >> I prefer in person if doable - I can do either your office or mine >> On Mon, Dec 15, 2014 at 1:23 PM, Michael Hafner >> wrote: >>> >>> Phone call or in person? >>> >>> >>> >>> -->>> The information contained in this message may be privileged and/or >>> confidential and protected from disclosure. If the reader of this message is >>> not the intended recipient, or an employee or agent responsible for >>> delivering this message to the intended recipient, you are hereby notified >>> that any dissemination, distribution or copying of this communication is >>> strictly prohibited. Note that any views or opinions presented in this >>> message are solely those of the author and do not necessarily represent >>> those of Barklage & Knodell. If you have received this in error, please >>> notify the sender immediately by replying to the message and deleting the >>> material from any computer. >>> >>> On Mon, Dec 15, 2014 at 1:19 PM, Michael Hafner >>> wrote: >>>> >>>> Works for me. >>>> >>>> >>>> >>>> >>>> -->>>> The information contained in this message may be privileged and/or >>> confidential and protected from disclosure. If the reader of this message is >>> not the intended recipient, or an employee or agent responsible for >>> delivering this message to the intended recipient, you are hereby notified

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>>> notify the sender immediately by replying to the message and deleting the
>>> material from any computer.
>>>>
                                                                            vrote:
>>> On Mon, Dec 15, 2014 at 1:15 PM, Danny Laub
>>>> How about tomorrow around 3?
>>>>
>>>> On Mon, Dec 15, 2014 at 1:11 PM, Michael Hafner
>>>> wrote:
>>>>>
>>>>> Danny,
>>>>>
>>>>> Was definitely a good weekend. Hope yours went well also.
>>>>>
>>>> Most of my days this week are fairly open so just let me know when
>>>>> works!
>>>>>
>>>> Mike
>>>>>
>>>>>
>>>>>
>>>>>
[Quoted text hidden]
[Quoted text hidden]
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Michael Hafner



Committee filing / response

2 messages

Jeff Stuerman <jeff@greitensformissouri.com>

Fri, Jan 16, 2015 at 1:26 PM

To: Eric Greitens <eric@greitensgroup.com>, MARK BOBAK <markbobak@mac.com>, Danny Laub

<dlaub@greitensgroup.com>

Happy Friday everyone --

Once the Statement of Committee Organization form (MO 300-1308) is filed, I may or may not get contacted for comment. Accordingly, what follows is a very rough draft of some talking points that I could use for your consideration. All comments, suggestions and alternative versions welcomed. Thanks!

Jeff

- -- Yes, I am pleased to confirm that an Exploratory Committee has been formed for Eric Greitens
- -- Time and time again, Eric has proven himself to be a dedicated public servant and humanitarian in the highest order.
- -- He possesses tremendous executive leadership skills and his collaborative, inclusive and positive approach is exactly what Missouri needs now.
- -- I'm excited about the process as we explore how Eric Greitens can continue to best serve Missouri and our region.

Danny Laub <dlaub@greitensgroup.com>

Fri, Jan 16, 2015 at 1:36 PM

To: Jeff Stuerman <jeff@greitensformissouri.com>

Cc: Eric Greitens <eric@greitensgroup.com>, MARK BOBAK <markbobak@mac.com>, Michael Hafner

Thanks Jeff, the chances you will be asked for a comment is fairly high.

We will circle back with you on these next week, as this will be part of a larger communications strategy for the exploratory.

Best, Danny [Quoted text hidden]



M Gmail

Fwd: Agenda #1

1 message

Eric Greitens <eric@greitensgroup.com>

To: Mike Hafner < Mike@greitensformissouri.com>

Mon, Feb 23, 2015 at 11:23 PM

Eric Greitens

For scheduling and other business matters: Krystal Taylor Vice President, The Greitens Group Ktaylor@GreitensGroup.com 314-833-6269

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

From: Eric Greitens <eric@greitensgroup.com>

Date: Mon, Feb 23, 2015 at 9:08 PM

Subject: Agenda #1

To: Danny Laub <dlaub@greitensgroup.com>

Cc: "mbobak@greitensgroup.com" <mbobak@greitensgroup.com>

Danny,

Agenda Below from Today and Calls Tonight. A lot of this involves Mark, so please plan to brief him in the morning.

- 1. Brunner -- Meeting // MB and John Lamping Coordination
- 2. Curtmann Done
- Ensure Follow Through: Noonan 25K, B Durham 2.5K, Mason Fink 10K, Alex Rogers 50K,
- 4. Hageman
- 5. Dan Mehan -- Done --
- 6. Monu -- Will do \$50K; \$25K today, \$25K later this year; and will raise at least \$250K; URL -- Log On to Donate -- April Meeting -- We owe him memo on guys in financial services -- needs to know if LLC and/or 501c3 and PACs can donate
- 7. Need book to go out to Admiral Olson with a stationery note
- 8. Need book to go out to Ned Ryun with a Stationery Note
- 9. Lockette; add to donor list
- 10. MB is following with Steve Johnston
- 11. Barth call to Spence
- 12. Bill Durham Washington Free Beacon -- Being Proactive; Did he get address?
- 13. Rodney Bullard -- \$5K -- Connect w/ Mark Now -- Atlanta -- Fundraiser -- Needs Address --
- 14. Add Atlanta -- Ross Mason -- To Call List -- Ask for \$ --

Eric Greitens

For scheduling and other business matters: Krystal Taylor Vice President, The Greitens Group Ktaylor@GreitensGroup.com 314-833-6269





Michael Hafner

Fwd: Updated Radio	
Krystal Taylor <ktaylor@greitensgroup.com> To: Danny Laub <dlaub@greitensgroup.com>, Michael Hafner</dlaub@greitensgroup.com></ktaylor@greitensgroup.com>	Tue, Jan 20, 2015 at 3:21 PM
Let me know if you want our PR team to pitch these.	
Thanks! Krystal	
From: Clinton Maxey Date: Fri, Aug 15, 2014 at 12:05 PM Subject: Updated Radio To: Dave Whitman <dwhitman@greitensgroup.com>, Krystal Taylor <ktaylor@< td=""> To: Dave Whitman <dwhitman@greitensgroup.com>, Dave Hageman</dwhitman@greitensgroup.com></ktaylor@<></dwhitman@greitensgroup.com>	greitensgroup.com>, Eric Greitens
AII,	
Attached is the updated radio details. Let me know if you have any questions.	
Thanks,	
Clint Maxey	

On Aug 14, 2014, at 10:10 AM, Krystal Taylor ktaylor@greitensgroup.com wrote:

Thanks, Steve.

We look forward to talking soon.

My best, Krystal

On Thu, Aug 14, 2014 at 10:09 AM, Steve Michael

wrote:

Attached are four documents. Two of which (Greitens plan and Missouri conservative radio) we reviewed last meeting. The other two documents are new working documents which relate to the updates on new meetings to be set and conservative radio spots

Conference Dial-in Number: (559) 546-1000

Participant Access Code: 1000251#

Krystal Taylor Executive Assistant to Eric Greitens The Greitens Group

** Please note: My office line has recently changed. Please dial 314-833-6269 to reach me. **

Krystal Taylor Vice President The Greitens Group Direct: 314-833-6269

Radio Information.docx

Radio Information

KMOX-St. Louis (Dave Cooper-

- Most listeners will be during the morning drive (M-F 5a-10a \$250)
- RUSH show from 11a—2p (\$180)
- They will do live endorsements, usually cost a premium of 20% of airtime fee
- Charlie Brennan show (8:30a—11:00a) does a book of the month special
 - If it is a book that he is interested in and he can get the author in he will feature the book
 - o Would have to get him a copy to read
 - Dave Cooper, the sales manager is the point of contact for this

KRMS—Osage Beach (Carolyn—Owner—

- 6a—11a during morning drive has the most viewers
 - o If not 2 weeks before the election do the pre-emptible
 - \$18.82 gross
 - o If 2 weeks out of election and in it will be non pre-emptible
 - \$29.41 gross
- Live reads = 60 seconds and would be \$7 more per spot
- John Rogger show (Ozarks Today) does live talks with authors
 - Send 2 books to them 2 weeks prior and John reads it, then has the author on the show for a 7 min live interview
 - o The second book is for listeners to call in to win a free copy
 - John will ask the author to give him specific questions that he would like asked
 - Carolyn, the owner is the point of contact for this

KFTK—St. Louis (Marvin Sanders—

- 6am—10am drive time spots are \$90
 - o Allman in the Morning—5a-9a
- However, as it gets closer to the election the spots are \$150, this will allow the spots to clear and not get dumped for a political ad.
- A live promo read is \$300

KFEQ-St. Joe (Rick Stapleton-

- Most listeners during the morning drive time from 5am—10am which is \$43 gross
- Rick said they really do not do live promo reads

KFTK—Rolla/St. James (Mike Thompson—

- 6a-10a drive will have the most listeners
 - o \$68 gross
 - o This will simultaneously play on the AM and FM broadcast
 - The only time they do not simultaneously cast is during RUSH (11a-2p), you would have to buy a separate time for this (\$48)
- Do not do live promo reads

KWTO-Springfield (Bonnie Bell-

- Have 2 stations FM (sports talk and AM)
 - o Said sports talk would be a good target audience
 - Males 35-64 higher income/educated listening audience
 - Local spots would be the best options
 - o Sports Reporters with Ned Reynolds (8a-10a) (Local)
 - \$63 (additional \$10 for a live read)
 - o Art Hanes Sports Talk (4p-6p) (Local)
 - \$63 (additional \$10 for live read)
- AM
 - Morning Line (7a-9a) (Local)
 - \$45 (additional \$10 for live read)
 - o Laura Ingraham (9a-10a)
 - **\$48**
 - o RUSH (11a-2p)
 - **s** \$63
 - o Laura Ingraham (4p-6p)
 - **\$63**

KFRU—Columbia (Lisa Plakprus—!

- Most listeners during the 6a-10aa drive time
- **David Lile** (6am-9am)
 - \$34 for 60 seconds, additional \$70 for live promo read (must approve what they read first)
 - o David also has numerous authors on for interviews
 - Must send David a copy of the book, he will read it then schedule an interview
 - Lisa Plakprus is the point of contact for this
- Simon Rose (9am-10am)
 - \$34 for 60 seconds, additional \$60 for a live promo read (must approve what they read first)

KSIM—Sikeston (Jessica Knodell—

- 6a-7p would be \$20 gross for KSIM
 - o Herman Cain 9a-11a
 - o RUSH 11a-2p
 - o Sean Hannity 2p-5p
- KWOZ plays a local morning drive time show that airs in Poplar Bluff
 - o Brittney on the Bluff—8a-9a
 - She could do a live read
 - I am waiting on an email from Jessica with details

KZRG—Joplin (Carol Daily—

- 6a-10a \$45 gross
- **KZRG Morning News Watch**—6a-8a (High amount of listeners
 - o This is the only live local news station in the area
 - o They would be able to do a live read
 - o After approval of the read, Carol Daily can get us a price
- 10a-3p \$56 gross
 - o RUSH 11a-2p
- 3p-7p \$35
 - o Mark Levin 5p-8p

KWIX-Moberly (Howard Miedler-

- KWIX—Moberly
 - o KWIXLand This Morning—6a-8a (\$84.70)
 - Would possibly do a live interview, checking on live promo read
 - Howard Miedler is our point of contact here
 - KJPW—Waynesville—Fort Leonard Wood
 - Local news 5:30a-10a
 - **\$37.65**
 - o KIEL-Lebanon
 - FM station with a large audience
 - 5:30a-10a
 - **\$54.12**

KWOS-Jefferson City (Scott Boltz-

- The AM drive will have the most listeners
- Warren Krech Show (5a-9a) \$40
 - Warren is an Army Vet so a live read is very possible, he will have to approve it first
 - Scott Boltz is our point of contact here
- Gary Nolan Show (9a-11a) \$40
 - o This runs simultaneously with their FM program out of Columbia
 - o A live promo read can be done after approved by Gary
- RUSH 11a-2p \$30
- Mark Levin 5p-7p \$30