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SENSITIVE

June 7, 2017

MEMORANDUM

TO: The Commission

FROM: Lisa J. Stevenson LJS

Acting General Counsel

Lorenzo Holloway Assistant General Counsel

Compliance Advice

Joshua Blume

Attorney

SUBJECT: Debt Settlement Plan #17-03

Gary Johnson 2012, Inc. (C00495622)

Gary Johnson 2012, Inc. ("Committee"), the principal campaign committee of Gary Johnson, a candidate for President during the 2012 election, seeks the Commission's approval of its debt settlement plan ("DSP"). The Committee owes nine creditors a total of \$1,538,118.73. The Committee proposes to settle this debt for \$750,000.00. See Attachment 1. The Office of the General Counsel has reviewed the plan, and we recommend that the Commission not approve the DSP because the debts would be settled through the use of an asset that has not been independently appraised and there is a question of whether the settlement with one creditor represents a bona fide arm's length transaction.

(notification must occur within three years of date of ineligibility). Because we are recommending that the

Much of this debt was also reflected on the Candidate's Statement of Net Outstanding Campaign Obligations ("NOCO Statement"), which the Candidate submitted in conjunction with his request and receipt of Federal matching funds pursuant to the Presidential Primary Matching Payment Account Act, 26 U.S.C. §§ 9031 et seq. ("Matching Payment Act"). Subsequent settlement of such debt may result in an additional repayment obligation to the Commission. 11 C.F.R. § 9038.2(b)(1)(v), (f). A question raised by the DSP, therefore, is whether the Commission would have the ability to levy an additional repayment obligation when the time period within which to assess repayment obligations under the Matching Payment Act generally has expired. 26 U.S.C. § 9038(c)

I. THE COMMISSION SHOULD NOT APPROVE THE DEBT SETTLEMENT PLAN BECAUSE IT LACKS AN INDEPENDENT APPRAISAL OF THE ASSET TO BE USED IN THE PLAN AND THERE IS A QUESTION AS TO WHETHER THE SETTLEMENT WITH ONE CREDITOR IS A BONA FIDE ARM'S LENGTH TRANSACTION

The Committee's plan is summarized in the following chart, which identifies the nine creditors, itemizes the amounts owed, the amounts proposed to be paid, the amounts proposed to be forgiven and the percentage of the amounts proposed to be forgiven:

Creditor	Amount Owed	Amount to be Paid	Amount to be Forgiven	Percentage to be Forgiven
Bellatrix, PC	\$151,000.00	\$0	\$151,000.00	100%
Broghamer Consulting LLC	\$3,750.00	\$0	\$3,750.00	100%
Daines Goodwin & Co. CPAs, PC	\$33,201.63	\$0	\$33,201.63	100%
DB Capitol Strategies, PLLC	\$150,000.00	\$150,000.00	\$0	0%
Law Office of Douglas C. Herbert	\$26,789.62	\$0	\$26,789.62	100%
EH Squared	\$9,404.41	\$0	\$9,404.41	100%
Hackstaff Law Group, LLC	\$3,166.00	\$0	\$3,166.00	100%
Political Advisors	\$831,087.02	\$600,000.00	\$231,087.02	28%
Political Advisors (Ron Nielson)	\$300,000.00	\$0	\$300,000.00	100%
ThoughtLab	\$29,720.00	\$0	\$29,720.00	100%
Totals	\$1,538,118.68	\$750,000.00	\$788,118.68	51%

The Committee proposes to pay two of its creditors, DB Capitol Strategies, PLLC, and Political Advisors, the sum of \$750,000. The payments would not be made in cash because the Committee reports having no remaining cash on hand. Instead, the Committee intends to use an e-mail list that it values at \$150,000, and proposes to offer one non-exclusive transferable license to that list data to DB Capitol Strategies in full satisfaction of its \$150,000 indebtedness to that

Commission not approve the DSP for an unrelated reason, we do not consider it necessary to resolve this question at this time.

There is a slight discrepancy of five cents between the sum of the individual amounts owed as calculated in this chart and the total amount owed as reported by the Committee in Part I of the DSP (\$1,538,118.68 versus \$1,538,118.73). Because the magnitude of the discrepancy is very small, and because we are recommending that the Commission not approve the DSP for the reasons stated in this memorandum in any event, we do not consider it necessary at this time to attempt to reconcile these amounts.

DSP #17-03 Gary Johnson 2012, Inc. Page 3

creditor. The Committee would similarly offer Political Advisors four non-exclusive transferable licenses to the e-mail list data, the collective value of which the Committee assesses as \$600,000 (\$150,000 x 4) to satisfy most of its approximately \$831,000 indebtedness to that creditor.

Because the Committee is offering an asset, as opposed to cash, to settle its debts, the Commission must be able to ascertain the value of the asset as part of its review of the terms of the DSP. Neither the Federal Election Campaign Act ("FECA") nor the Commission's regulations prohibit the Committee from using an asset to settle debt. However, the Commission's purpose in reviewing a committee's DSP is to ascertain whether any of the proposed terms would entail the making of excessive or prohibited contributions according to the terms of the FECA. *See* Debts Owed by Candidates and Political Committees, 55 Fed. Reg. 26378 (June 27, 1990). The Commission, therefore, must be able to examine the value of the asset to ensure that the settlement does not result in an excessive or prohibited contribution to the Committee. *Id.*

The Commission has reviewed proposed sales of political committee assets in a number of previous advisory opinions. The Commission has concluded that if the asset has been developed by the committee primarily for its own use in the course of its normal operations³ and has an independent and ascertainable market value, then the committee's sale of it will not entail a contribution by the purchaser so long as the asset is sold for its usual and normal charge. *See* Advisory Opinions 1981-53 (Frazier), 1989-04 (Wilson), 2002-14 (Libertarian National Committee). In the latter advisory opinion, the Commission articulated criteria that would guide its evaluation of the proposed lease of a mailing list to others. The list must: 1) have an ascertainable fair market value; 2) be leased at the usual and normal charge in a bona fide arm's length transaction, and 3) be used in a commercially reasonable manner consistent with such an arms-length agreement. Advisory Opinion 2002-14 (Libertarian National Committee).

In a letter to this Office, the Committee's representative, DB Capitol Strategies (which is notably one of the creditors at issue here), indicates that that firm routinely advises other organizations about the valuation of intangible assets, including e-mail lists, and that it bases this advice partly upon confidential conversations with vendors and individuals in the industry regarding the market for lists and the factors that can affect the value of a list. *See* Attachment 2. It notes that because e-mail lists are not liquid assets, their valuation can be difficult because they have no intrinsic value; rather, their value consists solely in their potential to generate future income. *Id.* Finally, the letter states that the Committee considered the following factors in drawing a conclusion about the list's value: the size of the list; the availability of similar lists; the uniqueness of the specific population the list comprises; the age of the list; and the likelihood of future demand for the list. A valuation of \$.50 per name on the list was arrived at through consideration of these factors, yielding a total value of \$150,000. *Id.* In conversations with this Office, the Committee's representative stated that it would be reluctant to share with us the

We do not know at present whether the e-mail list was developed primarily for the Committee's use in the course of its normal operations. In light of the other factors warranting disapproval of the DSP discussed in this memorandum, however, we do not believe it is necessary for us to acquire this information at this time.

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precise details of its evaluative methodology because to do so would entail revealing confidential or privileged information.

In this case, we believe that we lack sufficient information about the first two of the three aforementioned criteria that would enable us to assess the commercial reasonableness of the proposed transactions.⁴ First, while the Commission has concluded that mailing lists, including e-mail lists, do possess an ascertainable market value, the Commission has indicated that such value should be capable of objective verification. Advisory Opinion 1989-04 (Wilson) (noting that "independent evaluation" would satisfy requirement of objective verification). *See also* Matter Under Review ("MUR") 5396 (Bauer for President 2000, Inc.), Factual and Legal Analysis ("F&LA"), at 6 (Dec. 10, 2003) (committee did not provide documentation about, among other things, how mailing lists were valued or about accepted industry standards); Memorandum from James A. Kahl to Commission, Preliminary Report of the Audit Division on Kerry-Edwards 2004, Inc. and the Kerry-Edwards 2004, Inc. General Election Legal and Accounting Compliance Fund (LRA 658) (Memorandum #1 – Findings 2 and 3), at 5 (May 26, 2006) (committee failed to document valuation for mailing list).

Second, the entity that apparently provided the Committee with advice about the value of the list, DB Capitol Strategies, is also a creditor that will receive a license to the list data in satisfaction of the debt it is owed under the DSP. At the same time, DB Capitol Strategies is the Committee's representative in the debt settlement process. That DB Capitol Strategies simultaneously appears to occupy these three roles raises a substantial question concerning whether its proposed transaction with the Committee would be a *bona fide* arms-length transaction. *See* MUR 5396, F&LA, at 2 (fact that mailing list exchange was between candidate's presidential campaign and his leadership PAC showed transaction not an arms-length one); MUR 5181 (Spirit of America PAC), General Counsel's Brief, at 25 (Apr. 23, 2003) (mailing list exchange not arms-length transaction because candidate exercised control and maintained a principal role for parties on both sides of the transaction).

Because of these uncertainties, we recommend that the Commission decline to approve the DSP in this form, and that it condition any further review of the DSP that it undertakes upon the Committee's agreement to provide an independent appraisal of the value of the list. See MUR 6937 (NextGen Climate Action Committee/Eraiey for Iowa), F&LA, at 6-7 (Apr. 19, 2016) (relying upon independent appraisal and detailed methodology in concluding that no contribution resulted from committee's sale of e-mail list).

II. RECOMMENDATIONS

- 1. Decline to approve the debt settlement plan filed by Gary Johnson 2012, Inc. at this time;
- 2. Condition further review upon the Committee providing an independent appraisal of the value of the e-mail list used to settle debt owed to certain creditors;
- 3. Approve the appropriate letter; and
- 4. Close the file with respect to this DSP.

Regarding the third criterion, the Committee has indicated that the licenses would give the creditors the ability to sell the list data.

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Attachment 1:

Revised Debt Settlement Plan of Gary Johnson 2012 filed on February 21, 2017 and accompanying documents forwarded from RAD.

Attachment 2:

Letter from Dan Backer, Esq. re: Gary Johnson 2012, Inc. Debt Settlement Plan, dated March 9, 2017.

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SIGNATURE OF TREASURER OF COMMITTEE

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DEBT SETTLEMENT PLAN

NAME OF COMMITTEE			FFC M	CEIVED AIL CENTER
NAME OF COMMITTEE				
Gary Johnson 2012, Inc			ZUITEB	21 AM 7:23
203 South Union Street, Suite	300			
CITY, STATE AND ZIP CODE			FEC I.D. NUMBER.	
Alexandria, VA 22314			C00495622	
Alexandra, VA 22514	PART I — COMMITT	TEE SUMMARY INFORMATION		
1. CASH ON HAND AS OF 2/14/17	\$0.00	6. TOTAL AMOUNT OF DEBTS OF	WED BY THE COMMITTEE	\$1,538,118.73
2. TOTAL ASSETS TO BE LIQUIDATED	\$750,000.00*	7. TOTAL NUMBER OF CREDITO	RS OWED	9
3. TOTAL (ADD 1 AND 2)	\$750,000.00	8. NUMBER OF CREDITORS IN P	ART II OF THIS PLAN	9 .
4. YEAR TO DATE RECEIPTS	\$0.00	9. TOTAL AMOUNT OF DEBTS OF IN PART IF OF THIS PLAN	WED TO THE CREDITORS	\$1,538,118.73
5. YEAR TO DATE DISBURSEMENTS	\$276.28	10. TOTAL AMOUNT TO BE PAID OF THIS PLAN	TO CREDITORS IN PART II	\$750,000.00
11. IS THE COMMITTEE TERMINATING ITS ACT	IVITIES?			
12. IF THIS IS AN AUTHORIZED COMMITTEE, D YES NO IF YES, LIST BELOW Gary Johnson 2016, FEC ID C 13. DOES THE COMMITTEE HAVE SUFFICIENT	C00605568			
X YES NO IF NO, WHAT STEPS	WILL BE TAKEN TO OBTAIN TH	E FUNDS?		
14. HAS THE COMMITTEE FILED PREVIOUS DE	EBT SETTLEMENT PLANS?			
15. AFTER DISPOSING OF ALL THE COMMITTE	E'S DEBTS AND OBLIGATIONS,	, WILL THERE BE ANY RESIDUAL FUI	NDS?	
YES NO IF YES, HOW WILL T	HE FUNDS BE DISBURSED?			
I certify, to the best of my knowledge, that th	e information contained in this	Debt Settlement Plan is true, corre	ct and complete.	

of 45

FEC FORM 8 (Revised 1/2001) The Committee amends this Debt Settlement Plan to provide updated information and to include a newly received debt settlement agreement with a vendor in Part II.

The terms of the initial extension of credit by the creditors in Part II are as follows:

Creditor	Terms
Bellatrix, PC	10% interest charged every 30 days; creditor exercised its discretion within contract to not assess interest
Broghammer Consulting LLC	No credit extended; payment due when invoiced
DB Capitol Strategies, PLLC	No credit extended; payment due when invoiced
Law Office of Douglas C. Herbert	No credit extended; payment due when invoiced
EH Squared	No credit extended; payment due when invoiced
Hackstaff Law Group LLC	The Committee has no record of any interest terms being imposed by the vendor; payment presumed due when invoiced
Political Advisors	1.5% interest charged per month; creditor exercised its discretion within contract to not assess interest
ThoughtLab	No credit extended; payment due when invoiced
Daines Goodwin and Co PC	No credit extended; payment due when invoiced

* The only asset the Committee is liquidating is its email list. Five copies of the list are being sold in order to settle a total of \$750,000.00 in outstanding Committee debts, but the full value of the list itself has been estimated to be only \$150,000.00 - 300,000 emails at \$0.50 per name.

The debt settlement form sent to EH Squared for completion and signature was returned with the "Committee Employee" box checked under creditor type. It is the Committee's understanding that this vendor was engaged as an independent contractor, and that all work performed by the signer of the form was billed for through the named business entity. The Committee has been unable to determine whether that business is an incorporated or unincorporated entity.

Affiliated committee Gary Johnson 2016, committee ID C00605568, has advised this Committee that as of the date of this filing, it has more outstanding obligations owed than cash on hand. Given this net debt, there are no authorized committees of Gary Johnson with funds available to pay part or all of the outstanding debts in this Debt Settlement Plan, as required by 11 C.F.R. § 116.2(c).

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NAME OF COMMITTEE		FEC I.D. N	IUMBER	PAGE	OF
GARY JOHNSON 2012, IT	NC	C004	95622	3	13
,	CREDITOR SUMMARY (FILL OUT FOR EACH CR			-	
FULL NAME AND MAILING ADDRESS OF CR		. DATE INCURRED	AMOUNT OWED		OUNT
Bellatrix, PC			TO CREDITOR		RED IN LEMENT
9475 Chesapeake Drive, Ste	В				
San Diego, CA 92123		10/25/14	#151 000 00	60	00
TYPE OF CREDITOR:		10,20,12	\$151,000.00	20	.00
I INCORPORATED UNIN	ICORPORATED IMERCIAL VENDOR CANDIDATE	COMMITTEE EMPLOYEE	OTHER INDIVIDU	JAL	
A. TERMS OF THE INITIAL EXTENSION OF C	CREDIT AND NATURE OF THE DEBT			<u> </u>	
Outstanding balance on inve	oice for monthly retainers for	legal services and camp	aign wind dow	m	
costs. Worked performed by	partner, owner of law firm.				
B. EFFORTS MADE BY THE COMMITTEE TO	PAY THE DEBT				
The committee made conti	nued efforts to raise the neces	ream funds through its v	veheite and ma	iling lie	te
and at events.	nued efforts to raise the neces	ssary runds unrough its v	veosite and ma	ming its	LS,
and at events.					
C. STEPS TAKEN BY THE CREDITOR TO CO	OLLECT THE DEST				
C. STEPS TAKEN BY THE CREDITOR TO CO	DELECT THE DEBT				
The creditor invoiced the co	ommittee for the amount due	and made repeated foll	ow-up calls in	quiring	
about payment.		,	1	1	
about payment.					
	CREDITOR S				
	(TO BE FILLED OUT B				
D. WAS THE EFFORT MADE BY THE CREDI	TOR TO COLLECT THE DEBT SIMILAR TO OT	HER DEBT COLLECTION EFFORTS A	GAINST NONPOLITICA	AL DESTOR	S?
YES NO IF NO, PLEASE E	XPLAIN				
E. ARE THE TERMS OF THE DEBT SETTLEM	MENT COMPARABLE TO OTHER SETTLEMEN	ITS MADE BY THE CREDITOR WITH C	THER NONPOLITICAL	DEBTORS	?
YES THO IF NO, PLEASE EX	VOI AIM				
YES NO IF NO, PLEASE E	APDAIN				
As a representative of the creditor, I heret the debt satisfied (or attach a copy of the	by accept the settlement offer made to me be	by the committee and upon paymer	t agree to consider		
	algrica solliethority.			DATE	
SIGNATURE OF CREDITOR OR	· · · · ·			0	110 /
REPRESENTATIVE	liai leur			1 8	11/2
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	ATTACHMENT	15			
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FAX NO. 8013658335

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DEBT SETTLEMENT PLAN

NAME OF COMMITTEE			MEGLA	VIIIASED	PAGE	In
GARY JOHNSON 2012, INC				195622	4	113
CREDITOR SUMA	ARY INFORM	ATION				1
PRE NAME AND HARING ADDRESS OF CREDITOR	TCHEDITORRIN	DATE BY	JURRED	AMOUNT OWED	AU	TALIC
Broghamer Consulting LLC		}		TO CREDITOR	OFFE	RED BI
502 Monroe St					1	
Newport, KY 41071		4/	3/13	\$3750.00	50	.00
TYPE OF GREDITOR				03730.00		
NCORPORATED ONMERCIAL VENDOR COMMERCIAL VENDOR CANDIDATI	E COM	WITTER BUP	LOYEE	OTHER MONIDA	ML	
A TERMS OF THE SETTAL EXTENSION OF CREDIT AND NATURE OF THE DEBT		·				
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an amount due for the personal services of a principal	of the LLC.					
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B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT						
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and at events.	essary run	es mior	ign 103	MEDZIEC SING INS	irring in	Line .
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		- Days				
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BIOMATURE OF MALE				•	DATE	118/20
CREDITOR OR REPRESUITATIVE	_				8	18/04
PPIANDE SOP						

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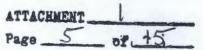
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DEBT SETTLEMENT PLAN

NAME OF COMMITTEE	FEC I.D. N	IUMDEN	PAGE	OF
Gary Johnson 2012, Inc	C0049	95622	5	13
CREDITOR SUMMARY INF (FILL OUT FOR EACH CREDITO				
FULL NAME AND MAILING ADDRESS OF CREDITOR	DATE INCURRED	AMOUNT OWED	AMO	UNT
Daines Goodwin & Co CPAs PC		TO CREDITOR	OFFER	
280 East 400 West, Suite 220				
Salt Lake City, UT 84101	4/30/12 - 3/15/15	\$33,201.63	\$0.	00
TYPE OF CREDITOR:	3/13/13			
INCORPORATED UNINCORPORATED COMMERCIAL VENDOR CANDIDATE	COMMITTEE EMPLOYEE	OTHER INDIVIDU	IAL	
A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT				
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NAME OF COMMITTEE	FE	C I.D. NUMB	R	PAGE	OF
Gary Johnson 2012, Inc	(0049562	22	6	13
CREDITOR SUMMARY I (FILL OUT FOR EACH CRED					
FULL NAME AND MAILING ADDRESS OF CREDITOR	DATE INCUR		NOUNT OWED		DUNT
DB Capitol Strategies, PLLC 203 South Union Street, Suite 300			O CREDITOR		RED IN EMENT
Alexandria, VA 22314	3/12/15 9/30/15	1 % 1	50,000.00	\$150	,000.00
TYPE OF CREDITOR: INCORPORATED COMMERCIAL VENDOR UNINCORPORATED COMMERCIAL VENDOR CANDIDATE [COMMITTEE EMPLOY	/EE 🗍	OTHER INDIVIDU	AL	
A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT					
Ongoing services contract for legal compliance and repres Single copy of Committee list data offered in exchange for compliance and audit work.					
B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT					
The Committee made continued efforts to raise the necess and at events, and explored using intangible committee as: unsuccessful.					
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NAME OF COMMITTEE	FEC I	D. NUMBER	PAGE	OF
GARY JOHNSON 2012, INC	CO	0495622	9	13
CREDITOR SUMMAR (FILL OUT FOR EACH C				
FULL NAME AND MAILING ADDRESS OF CREDITOR	DATE INCURRE	1		DUNT
Hackstaff Law Group LLC		TO CREDITOR	OFFE	RED IN
1601 Blake St. Ste 310		1		
Denver, CO 80202	6/30/11	\$3166.00	\$0	.00
TYPE OF CREDITOR:		,00100.00		
INCORPORATED UNINCORPORATED COMMERCIAL VENDOR CANDIDATE	COMMITTEE EMPLOYEE	OTHER INDIVID	UAL	
A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT				
Outstanding balance on invoice for legal services. Of the	total amount of \$13.60	66 invoiced by th	e credit	or,
\$10,500 was paid. This outstanding balance is an amount				
LLC.	and ior the personal			
B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT		***************************************		
The committee made continued efforts to raise the nece	essary funds through it	s website and ma	iling lis	ts.
and at events.	and third third bit it	., coone and me	8 113	,
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As a representative of the creditor, I hereby accept the settlement offer made to me the debt satisfied (or attach a copy of the signed settlement).	by the committee and upon payr	nent agree to consider		
SIGNATURE OF			DATE	
CREDITOR OR REPRESENTATIVE	•		8/10	1/15
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ATTACHVENT	1~			
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CREDITOR SUMMARY INFORMATION (PILL OUT FOR EACH CREDITOR NIPLAN) FULL NAME AND MALING ADDRESS OF CREDITOR Political Advisors 731 East South Temple Salt Lake City, UT 84102 TYPE OF CREDITOR CANDIDATE S831,087.02 \$600,000.00 Salt Lake City, UT 84102 S	NAME OF COMMITTEE	FEC I.D.	NUMBER	PAGE	OF
FILL NAME AND MALING ADDRESS OF CREDTOR Political Advisors 731 East South Temple Salt Lake City, UT 84102 **PYPEOF CREDTOR** **MOUNT OFFERED IN SETTLEMENT **MOCREPARTED** **MOUNT OFFERED IN SETTLEMENT **SETTLEMENT **THE COMMITTEE EMPLOYEE OTHER NOVIDUAL **ATEMS OF THE ORDITION **THE PROTESTAND BY THE CREDITOR TO COLLECT THE DEBT **THE CREDITOR TO COLLECT THE DEBT **THE CREDITOR TO COLLECT THE DEBT **THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS?* **THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?* **THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?* **THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?* **THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS?* **THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS? **THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS? **THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS? **THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS MADE BY THE CREDITOR WITH OTHER NONPOLITICAL DEBTORS	Gary Johnson 2012, Inc	C004	C00495622		13
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Political Advisors 731 East South Temple Salt Lake City, UT 84102 TYPE OF CREDITOR:			AMOUNT OWED	AMC	DUNT
Salt Lake City, UT 84102 TYPE OF CREDITOR: MICOPPORTED	Political Advisors		TO CREDITOR		
TYPE OF CREDITOR: NOORPORATED					
THE CORPORATED NOORPORATED UNINCORPORATED COMMERCIAL VENDOR CANDIDATE COMMITTEE EMPLOYEE OTHER NOVIDUAL A TERMS OF THE MITTAL EXTENSION OF CREDIT AND NATURE OF THE DEBT Commercial ventor	Salt Lake City, UT 84102		\$831,087.02	\$600	000.00
A TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT Comprehensive national presidential campaign management services. Services continued despite past-due invoices as in normal course of business, with such amounts being paid off as additional Committee funds were raised. Four non-exclusive, transferable licenses to Committee list data offered in satisfaction of remaining past due amounts. B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT The Committee made continued efforts to raise the necessary funds through its website and mailing lists, and at events, and explored using intangible committee assets to pay debts when fundraising efforts were unsuccessful. C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT The creditor regularly invoiced the Committee for services rendered, and discussed possible alternate payment options when standard payment became unlikely. CREDITOR SECTION (TO BE FILLED OUT BY CREDITOR) D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER DEBT COLLECTION EFFORTS AGAINST NONPOLITICAL DEBTORS? YES \[NO \] IF NO, PLEASE EXPLAIN As a representative of the Orditor, I hereby appagat the satisfand for stacks a copy of this Signed Settlement). SIGNATURE OF CREDITOR OR REPRESENTATIVE ATTACHMENT	TYPE OF CREDITOR:	6/12/14			,
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DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE	FEC I.D. 1	NUMBER	PAGE	OF
Gary Johnson 2012, Inc	C004	95622	(1	113
CREDITOR SUMMAI (FILL OUT FOR EACH)				
FULL NAME AND MAILING ADDRESS OF CREDITOR	DATE INCURRED	AMOUNT OWED		OUNT
Political Advisors		TO CREDITOR		RED IN
731 East South Temple				
Salt Lake City, UT 84102	5/4/12	\$300,000.00	\$0	0.00
TYPE OF CREDITOR:				
INCORPORATED UNINCORPORATED COMMERCIAL VENDOR CANDIDATE	COMMITTEE EMPLOYEE	OTHER INDIVIDU	AL	
A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT				
Personal consulting services of Ron Nielson, performe	ed as part of his campaign	management s	ervices	for
the Committee. Waived as volunteer services pursuant	to 11 C.F.R. 100.54, 100).74.	-1 +1003	101
The second state of the second sections parameters				
B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT				
The Committee made continued efforts to raise the nec	cessary funds through its	website and ma	iling li	sts,
and at events.			_	
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C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT The creditor invoiced the Committee for services rendeservices. CREDITOR (TO BE FILLED OU D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO YES NO IF NO, PLEASE EXPLAIN E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEM	SECTION IT BY CREDITOR) OTHER DEBT COLLECTION EFFORTS	AGAINST NONPOLITICA	L DEBTOR	35?

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DEBT SETTLEMENT PLAN

PART II

NAME OF COMMITTEE		FEC I.D. N	UMBER	PAGE OF	
Gary Johnson 2012, Inc		C00495622		12 13	
CREDITOR SUMMARY INI (FILL OUT FOR EACH CREDITO		ON		<u> </u>	
FULL NAME AND MAILING ADDRESS OF CREDITOR	<u>·</u>	ATE INCURRED	AMOUNT OWED	AMOUNT	
ThoughtLab	- {		TO CREDITOR	OFFERED IN SETTLEMENT	
56 East Broadway, Suite 200	-				
Salt Lake City, UT 84111		5/01/11 -	\$20,720,00	\$0.00	
TYPE OF CREDITOR:		11/01/11	\$29,720.00	\$0.00	
INCORPORATED UNINCORPORATED COMMERCIAL VENDOR CANDIDATE	СОММІТТІ	EE EMPLOYEE	OTHER INDIVIDU	AL	
A. TERMS OF THE INITIAL EXTENSION OF CREDIT AND NATURE OF THE DEBT Outstanding balance on invoices for website development a	and main	itenance.			
Outstationing balance on invoices for weeste development		itenarioo.			
B. EFFORTS MADE BY THE COMMITTEE TO PAY THE DEBT					
The Committee made continued efforts to raise the necessa	rv funds	through its	website and ma	uiling lists.	
and at events.	.,			,	
•					
C. STEPS TAKEN BY THE CREDITOR TO COLLECT THE DEBT		· 			
The creditor regularly invoiced the Committee for services	rendered	d and made	reneated follow	v-un inquiries	
regarding payment.	rendered	u, and made	ropeated tonov	· up mqumes	
CREDITOR SECTOR OF THE PROPERTY OF THE PROPERT					
D. WAS THE EFFORT MADE BY THE CREDITOR TO COLLECT THE DEBT SIMILAR TO OTHER		ECTION EFFORTS	AGAINST NONPOLITIC	AL DEBTORS?	
<u>*</u>					
YES NO IF NO, PLEASE EXPLAIN		•			
E. ARE THE TERMS OF THE DEBT SETTLEMENT COMPARABLE TO OTHER SETTLEMENTS (MADE BY THE	E CREDITOR WITH	OTHER NONPOLITICAL	L DEBTORS?	
YES NO IF NO, PLEASE EXPLAIN					
As a representative of the creditor, I hereby accept the settlement offer made to me by to the debt satisfied (or attach a copy of the signed settlement).	he committee	e and upon payme	nt agree to consider		
the debt satisfied (or attach a copy of the signed settlement). SIGNATURE OF	he committe	e and upon payme	nt agree to consider	DATE	
the debt satisfied (or attach a copy of the signed settlement).	he committe	e and upon payme	nt agree to consider	DATE 3/21/	
the debt satisfied (or attach a copy of the signed settlement). SIGNATURE OF CREDITOR OR	he committe	e and upon payme	nt agree to consider	DATE 3/21/	

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Gary Johnson 2012, In A. FULL NAME, MAILING ADDRESS TYPE OF CREDITOR: IS THIS A DISPUTED DEBT? B. FULL NAME, MAILING ADDRESS	INCORPORATED COMMERCIAL VENDOR COMMITTEE EMPLOYEE YES NO			OUNT OWED O CREDITOR	AMOUNT I TO PAY	EXPECTED (OFFER
A. FULL NAME, MAILING ADDRESS TYPE OF CREDITOR:	INCORPORATED COMMERCIAL VENDOR COMMITTEE EMPLOYEE YES NO	UNINCORPORATED CA	TO			
TYPE OF CREDITOR:	INCORPORATED COMMERCIAL VENDOR COMMITTEE EMPLOYEE YES NO	UNINCORPORATED CA	TO			
IS THIS A DISPUTED DEBT?	COMMERCIAL VENDOR COMMITTEE EMPLOYEE YES NO	COMMERCIAL VENDOR	NDIDATE			
B. FULL NAME, MAILING ADDRESS	AND ZIP CODE OF CREDITOR		1			
				OUNT OWED CREDITOR	AMOUNT I	EXPECTED OFFER
TYPE OF CREDITOR:	INCORPORATED COMMERCIAL VENDOR COMMITTEE EMPLOYEE	UNINCORPORATED CA	NDIDÀTE			
IS THIS A DISPUTED DEBT?	YES NO					
C. FULL NAME, MAILING ADDRESS	S AND ZIP CODE OF CREDITOR			OUNT OWED CREDITOR		EXPECTED NOFFER
TYPE OF CREDITOR:	INCORPORATED COMMERCIAL VENDOR COMMITTEE EMPLOYEE	UNINCORPORATED CAMERCIAL VENDOR OTHER INDIVIDUAL	NDIDATE			
IS THIS A DISPUTED DEBT?	YES NO					
D. FULL NAME, MAILING ADDRESS TYPE OF CREDITOR:	INCORPORATED			OUNT OWED CREDITOR	AMOUNT I	//OFFER
	COMMERCIAL VENDOR COMMITTEE EMPLOYEE	OTHER INDIVIDUAL				
IS THIS A DISPUTED DEBT?	YES NO					
E. FULL NAME, MAILING ADDRESS	S AND ZIP CODE OF CREDITOR			OUNT OWED CREDITOR	TO PAY	EXPECTED //OFFER
TYPE OF CREDITOR:	INCORPORATED COMMERCIAL VENDOR COMMITTEE EMPLOYEE	UNINCORPORATED CAMERCIAL VENDOR OTHER INDIVIDUAL	NDIDATE	·		
IS THIS A DISPUTED DEBT?	YES NO					
DOES THE COMMITTEE HAVE SUF	FFICIENT FUNDS TO PAY THE F	REMAINING AMOUNTS TO BE PAID OR OFFE	RED?			
YES NO	IF NO, WHAT STEPS WILL I	BE TAKEN TO OBTAIN THE FUNDS?				
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GB DB CAPITOL STRATEGIES

Federal Election Commission Attn: Joshua Blume 999 E Street NW Washington, DC 20463

March 9, 2017

Re:

Gary Johnson 2012, Inc. Debt Settlement Plan

Dear Mr. Blume:

Pursuant to our conversation on March 6, 2017, I write to provide certain supplemental information regarding the most recent amendment to Gary Johnson 2012, Inc.'s ("GJ2012") debt settlement plan ("DSP").

First, with respect to the value of the email list, our firm routinely advises political committees and other non-profit organizations on the valuation of intangible assets, including email lists. Valuation can be difficult due to the fact that email lists are not liquid assets – a list has no intrinsic value. Instead, its value comes solely from its potential to generate income in the future, which further requires both the knowledge and means to utilize the list profitably, significantly restricting the population of potential buyers.

Our advice on valuation is based in part on confidential conversations with vendors and individuals in the industry regarding the current market for lists of a given nature, and the factors which can affect list value. In this case, some of the factors considered when evaluating GJ2012's email list include: the size of the list, the availability of similar lists, the uniqueness of the specific population the list comprises, the age of the list, and the likelihood of future demand for the list. It was determined that \$0.50 per name was a reasonable price within the various ranges we reviewed, and thus a valuation of \$150,000 is appropriate.

Second, with respect to the debt listed in Part II to DB Capitol Strategies, PLLC, the debt amount given is for services rendered up through the date of the initial filing, and services rendered thereafter necessary to the resolution of the audit and debt settlement plan, and through to termination of the committee. This includes work currently being performed. A copy of the email list was offered as payment in full for these services, though separate billing arrangements may be made for other services or for expenses, as they arise.

Please let me know if you have any additional questions about the amended DSP.

Sincerely, /s/ Dan Backer (202) 210-5431 Direct dan@political.law

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