

APR - 2011-07

April 21, 2011

Federal Election Commission

Office of General Counsel

999 E. St. N.W.

Washington, DC 20463

RECEIVED
FEDERAL ELECTION
COMMISSION
2011 APR 21 PM 5:10
OFFICE OF GENERAL
COUNSEL

RE: Expedited Advisory Opinion Request on behalf of Chuck Fleischmann for Congress, Inc.

Dear Commissioners:

I am writing in my capacity as Treasurer of Chuck Fleischmann for Congress, Inc., Representative Fleischmann's principal campaign committee ("Committee"). I respectfully request an expedited advisory opinion from the Federal Election Commission ("Commission") as to whether it is permissible for the Committee to use Committee funds to pay the legal fees and expenses of John Bruce Saltsman, Jr. associated with a lawsuit arising from Representative Fleischmann's 2010 campaign for U.S. Congress.

Factual Background

On January 19, 2011 Mr. Saltsman was sued by Mark A. Winslow for alleged actions stemming from the 2010 campaign for Tennessee's 3rd Congressional District. ("Complaint"; Exhibit A.) At the time of the alleged actions, and as noted in the lawsuit, Mr. Saltsman was employed as a campaign consultant to then candidate Chuck Fleischmann, and Mr. Winslow worked for another candidate for the same office, Robin T. Smith. Mr. Saltsman is currently the Chief of Staff to Congressman Fleischmann. The exact legal entity through which Mr. Saltsman did the consulting was a Company known as S & S strategies, LLC.

In relevant part, the complaint states:

1. Mr. Winslow is a former employee of the Tennessee Republican Party ("TRP") having served as Chief of Staff under the supervision of Ms. Smith who served as Chair of the TRP.
2. In May 2009, Mr. Winslow signed an employment agreement with the TRP. Ms. Smith signed the agreement in her capacity as Chair of TRP ("Employment Agreement").
3. Ms. Smith subsequently left the TRP and Samuel C. Devaney became Chair of the TRP.
4. In June 2009, Mr. Winslow signed a Release and Consulting Agreement with the TRP ("Release"). Mr. Devaney signed the release in his capacity as Chair of the TRP.
5. On July 1 2009, Ms. Smith announced her candidacy for Congress.
6. "Soon thereafter, Mr. Winslow, who volunteered, began working for Ms. Smith's campaign and ultimately accepted employment as her Communications and Media Director". Complaint, 4.

The Complaint alleges that:

1. Mr. Saltsman, during the campaign, obtained and disseminated the Employment Agreement and Release to the press.
2. Mr. Fleischmann's campaign used these records during the campaign to suggest improper conduct on the part of Mr. Winslow and Ms. Smith. According to the Complaint, these allegations were made in a campaign commercial and directly in the press by Mr. Saltsman.

And that:

1. "On August 5, 2010, Chuck Fleischmann defeated Robin Smith in the Republican primary election, in large part due to Mr. Saltsman's improperly obtaining Mr. Winslow's personnel Documents and subsequent release and publication of the Personnel Documents to third parties, including the press." Complaint, 6.
2. "As a direct result of the release and publication of the Winslow's private and confidential Personnel Documents and the gross and malicious mischaracterization of the Plaintiff's Employment Agreement and Release, Mr. Winslow has been unable to obtain employment with any other Republican Party organization, political campaign, candidate or elected official." Complaint, 6.

Discussion

Federal law gives federal candidates wide discretion regarding how they spend campaign funds. 2 U.S.C. 439 a (a) list several permissible categories for which a candidate may use his campaign funds, including: (1) otherwise authorized expenditures in connection with the candidate's campaign for Federal office; (2) ordinary and necessary expenses incurred in connection with the duties of the individual as a holder of Federal office; and (3) any other lawful purpose not prohibited by 2 U.S.C. 439 a (b). However, 2 U.S.C. 439 a (b) (1) prohibits converting campaign contributions to "personal use." The Act states that conversion to personal use occurs "if the contribution or amount is used to fulfill any commitment, obligation, or expense of a person that would exist irrespective of the candidate's election campaign or individual's duties as a holder of Federal office." 2 U.S.C. 439 a (b) (2).

Regarding legal fees, Commission regulations specifically state that they are subject to a case-by case determination as to whether or not they would qualify as "personal use." 11 CFR 113.1 (g) (1) (ii) (A).

The Commission has long held that the use of campaign funds for legal fees and expenses is not considered a personal use when the legal actions involve allegations directly relating to the candidate's campaign or duties as a Federal officeholder. See, e.g., Advisory Opinion 2009-20 (Visclosky). In addition, the Commission has specifically allowed campaign funds to be used to pay legal fees in civil legal proceedings. See, e.g., Advisory Opinion 1995-23 (Shays).

As discussed, the Complaint is based on allegations directly relating to Congressman Fleischmann's 2010 congressional campaign. At the relevant times, Mr. Saltsman was a paid consultant to the Fleischmann campaign, and the Complaint is based on alleged actions that took place during the campaign and

comments made by the campaign and by Mr. Saltsman. Specifically, the Complaint alleges that the Fleischmann campaign and Mr. Saltsman used the personnel documents to "attack" Mr. Winslow and Ms. Smith through a television advertisement and comments to the media. At the relevant times, Mr. Winslow worked for the Smith campaign, and the Complaint specifically alleges that Mr. Saltsman's actions damaged the campaign of Ms. Smith. Thus, the legal fees and expenses associated with the Complaint would not exist irrespective of Congressman Fleischmann's campaign or duties as an office holder. Accordingly, payment of these fees would not constitute a personal use.

In addition, The Commission has held it permissible to use campaign funds to pay the legal fees of persons other than the federal candidate or federal officeholder. In Advisory Opinion 2009-20 (Visclosky), the Commission allowed campaign funds to pay the legal fees and expenses of current and former congressional staff. In advisory Opinion 1996-24 (Cooley), the Commission authorized campaign funds to pay for the legal fees incurred by a federal candidate's wife responding to media inquiries and allegations.

In accordance with all relevant laws and regulations, the Committee will maintain appropriate documentation of any disbursements made to pay legal expenses incurred in connection with the lawsuit and will disclose these disbursements as required by relevant laws and regulations. In fact, as part of this request, we respectfully ask the Commission to specify in detail if, how, these legal bills should be processed and reported. We will comply fully.

Conclusion:

Based on the forgoing, I respectfully request that the Commission confirm that the Committee may pay the legal fees and expenses incurred by Mr. Saltsman in connection to the Complaint and related legal proceedings directly relating to the Mr. Fleischmann's 2010 congressional campaign. This is an expedited request as the defense of this case is ongoing. No bills have been submitted or paid to date.

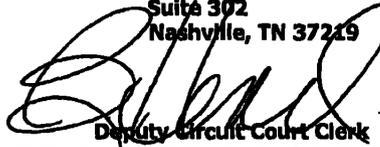
Please contact me if you have any questions or need additional information regarding this request. As the litigation is currently ongoing, I would appreciate an expedited response to this request for an advisory opinion.

Sincerely,

A handwritten signature in black ink, appearing to read "Randall B. Hebert", with a long horizontal flourish extending to the right.

Randall B. Hebert, Treasurer

Exhibit A

STATE OF TENNESSEE CIRCUIT COURT	SUMMONS	CASE FILE NUMBER 11C229
PLAINTIFF Mark A. Winslow	DEFENDANT John Bruce Saltsman, Jr.	
TO: (NAME AND ADDRESS OF DEFENDANT)		
John Bruce Saltsman, Jr. 6221 Brownlee Drive Nashville, TN 37209	Method of Service: <input checked="" type="checkbox"/> Certified Mail G Davidson Co. Sheriff G *Comm. Of Insurance G *Secretary of State G *Out of County Sheriff G Private Process Server G Other *Attach Required Fees	
List each defendant on a separate summons.		
YOU ARE SUMMONED TO DEFEND A CIVIL ACTION FILED AGAINST YOU IN CIRCUIT COURT, DAVIDSON COUNTY, TENNESSEE. YOUR DEFENSE MUST BE MADE WITHIN THIRTY (30) DAYS FROM THE DATE THIS SUMMONS IS SERVED UPON YOU. YOU MUST FILE YOUR DEFENSE WITH THE CLERK OF THE COURT AND SEND A COPY TO THE PLAINTIFF'S ATTORNEY AT THE ADDRESS LISTED BELOW. IF YOU FAIL TO DEFEND THIS ACTION BY THE ABOVE DATE, JUDGMENT BY DEFAULT CAN BE RENDERED AGAINST YOU FOR THE RELIEF SOUGHT IN THE COMPLAINT.		
Attorney for plaintiff or plaintiff if filing Pro Se: (Name, address & telephone number) W. Gary Blackburn, Esq. John Ray Clemmons, Esq. J. Michael Clemons, Esq. Chaffin, Burnsed & Blackburn, PLLC The Fridrich Building, First Floor, 2909 Poston Avenue Nashville, Tennessee 37203 (615) 254-7770 Raymond Throckmorton, Esq. 306 Gay Street, Suite 200, Nashville, TN 37201 (615) 255-3559	FILED, ISSUED & ATTESTED <i>Jan 19 2011</i> Richard Rooker, Circuit Court Clerk By:  1 Public Square Suite 302 Nashville, TN 37219 Deputy Circuit Court Clerk	
NOTICE OF DISPOSITION DATE		
The disposition date of this case is twelve months from date of filing. The case must be resolved or set for trial by this date or it will be dismissed by the Court for failure to prosecute pursuant to T.R.C.P. 41.02 and Local Rule 18. If you think the case will require more than one year to resolve or set for trial, you must send a letter to the Clerk at the earliest practicable date asking for an extension of the disposition date and stating your reasons. Extensions will be granted only when exceptional circumstances exist.		
TO THE SHERIFF:	DATE RECEIVED	
	Sheriff	

***Submit one original plus one copy for each defendant to be served.

ADA Coordinator, Richard Rooker (862-5181)

RETURN ON SERVICE OF SUMMONS

I hereby return this summons as follows: (Name of Party Served) _____

- Served _____
- Not Found _____
- Not Served _____
- Other _____

DATE OF RETURN:

By:

Sheriff/or other authorized person to serve process

RETURN ON SERVICE OF SUMMONS BY MAIL

I hereby certify and return that on the _____ day of _____, 20____, I sent, postage prepaid, by registered return receipt mail or certified return receipt mail, a certified copy of the summons and a copy of the complaint in case _____ to the defendant _____. On the _____ day of _____, 20____, I received the return receipt, which had been signed by _____ on the _____ day of _____, 20____.

The return receipt is attached to this original summons to be filed by the Circuit Court Clerk.

Sworn to and subscribed before me on this _____ day of _____, 20____.

Signature of _____ Notary Public or _____ Deputy Clerk

Signature of plaintiff, plaintiff's attorney or other person authorized by statute to serve process.

My Commission Expires:

NOTICE OF PERSONAL PROPERTY EXEMPTION

TO THE DEFENDANT(S):

Tennessee law provides a ten thousand dollar (\$10,000.00) debtor's equity interest personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel (clothing) for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

**ATTACH
RETURN
RECEIPT
HERE
(IF APPLICABLE)**

Mail list to: Circuit Court Clerk
One Public Square, Suite 302
Nashville, TN 37219-6303

Please state file number on list.

CERTIFICATION (IF APPLICABLE)

I, Richard Rooker, Circuit Court Clerk of the Davidson County Circuit Court in the State of Tennessee, Davidson County, do hereby certify that this is a true and correct copy of the original summons issued in this case.



D.C. & M.

FILED

IN THE CIRCUIT COURT OF DAVIDSON COUNTY, TENNESSEE
AT NASHVILLE

JAN 18 2011

MARK A. WINSLOW,

Plaintiff,

v.

JOHN BRUCE SALTSMAN, JR.,

Defendant.

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RICHARD R. ROOKER, Clerk
By [Signature] Deputy

Docket No. 11C229

JURY DEMAND

COMPLAINT

Comes now Plaintiff, Mark A. Winslow, by and through counsel of record, and states his cause of action against Defendant John Bruce Saltsman, Jr.

PARTIES

1. Plaintiff Mark A. Winslow ("Mr. Winslow") is a resident of Davidson County, Tennessee.

2. Defendant John Bruce "Chip" Saltsman, Jr. ("Saltsman") is resident of Davidson County, Tennessee. Mr. Saltsman's permanent residence is located at 6221 Brownlee Drive, Nashville, Tennessee 37205, and he may be served with process at this address.

JURISDICTION AND VENUE

3. This action is one for defamation and tortious interference with a contractual relationship executed and entered into in Nashville, Davidson County, Tennessee.

4. Jurisdiction and venue are proper in this Court, specifically pursuant to Tenn. Code Ann. § 16-11-101, *et seq.* and §16-11-115.

STATEMENT OF FACTS

5. Mr. Winslow is a former employee of the Tennessee Republican Party ("TRP"), having started his employment on September 4, 2007 and served as Chief of Staff.

6. At the time of Mr. Winslow's hiring, Robin T. Smith ("Ms. Smith") served as the Chair of the TRP. Thereafter, Mr. Winslow worked under the direct supervision of Ms. Smith.

7. During Mr. Winslow's tenure at the TRP, the TRP experienced much success in the elections of November, 2008 by electing a majority of Republican candidates to office in both houses of the Tennessee General Assembly.

8. The success of November 2008 was due in substantial part to the work of Mr. Winslow and the other employees of the TRP under the direct supervision of Ms. Smith.

9. As a direct result of this electoral success, the State Executive Committee for the TRP offered Ms. Smith a \$20,000 bonus payment. Ms. Smith declined the bonus offer and requested that the money be divided among her staff members at the TRP, including Mr. Winslow.

10. In May 2009, Ms. Smith informed Mr. Winslow and the other TRP staff members that she was considering becoming a candidate for U.S. Congress in the Third Congressional District of Tennessee. At this time, Ms. Smith expressed her concern that the TRP needed continuity in its staff to maintain the momentum and electoral gains which had been made in November 2008.

11. To accomplish continuity in the TRP staff after her departure, Ms. Smith offered to provide each member of the TRP staff an employment contract which would expire at the end of 2009.

12. Upon information and belief, only Mr. Winslow accepted Ms. Smith's offer for an employment agreement.

13. Upon Ms. Smith's request, Mr. Winslow prepared and presented a proposed employment agreement to Ms. Smith for review by the TRP's general counsel.

14. The Employment Agreement was executed on May 12, 2009 (the "Employment Agreement"). (Employment Agreement is attached hereto as Exhibit "A").

15. Under the TRP bylaws, as Chair, Ms. Smith possessed the legal authority to agree to and execute the Employment Agreement.

16. On or about May 15, 2009, Ms. Smith provided written notice to the State Executive Committee of the TRP that she was calling a special meeting on May 31, 2009 for the specific purpose of tendering her resignation and holding an election for a new TRP Chair.

17. On May 31, 2009, the State Executive Committee of the TRP convened and elected Samuel C. Devaney ("Mr. Devaney") as its Chair.

18. On or about June 1, 2009, Mr. Devaney held a TRP staff meeting to inform the staff, including Mr. Winslow, that he did not intend to make immediate staff changes.

19. On or about June 3, 2009, Mr. Devaney informed Mr. Winslow that the position of Chief of Staff would not be filled and that Mr. Winslow's services were no longer required.

20. Mr. Devaney offered Mr. Winslow a consulting position at one-half (1/2) of Mr. Winslow's normal salary through August 2009.

21. On or about June 9, 2009, Mr. Winslow presented Mr. Devaney with a copy of his Employment Agreement to provide Mr. Devaney with notice of the termination provisions contained therein.

22. In the following days, Mr. Winslow and Mr. Devaney, along with their respective counsel, negotiated and agreed to a Release and Consulting Agreement ("Release"). (Release is attached hereto as Exhibit "B").

23. Mr. Devaney and Mr. Winslow executed the Release on June 15, 2009. Ms. Smith did not participate in the negotiations of the Release and had no authority as an officer of the Republican party at that time.

24. The Release states, in part: "Whereas, Winslow and the TRP desire to ensure the mutual peace, harmony and goodwill of the parties and especially of the TRP without either making injurious comments about the other..."

25. The Release also contains a "Confidentiality" provision which states, in part, "The parties agree to maintain absolute confidentiality and secrecy concerning the terms of this release agreement and will not reveal, or disseminate by publication in any manner whatsoever this document or any matters pertaining to it to any other person, including but not limited to any past or present employee, officer or director of the TRP, or any media representative except as required by legal process." (Ex. B at 2, ¶ 5).

26. Upon information and belief, subsequent to his departure from employment with the TRP, Mr. Winslow's personnel documents, including the Release and Employment Agreement (collectively, "Personnel Documents"), were stored in an unlocked drawer of Mr. Devaney's office where anyone could access the files and confidential Personnel Documents.

27. Though Mr. Winslow had committed to perform up to fifteen (15) hours of consulting services work per week in the Release and remained ready and willing to perform, Mr. Devaney requested no services from Mr. Winslow.

28. On July 1, 2009, Ms. Smith announced her candidacy for the U.S. Congress.

29. Soon thereafter, Mr. Winslow, who volunteered, began working for Ms. Smith's campaign and ultimately accepted employment as her Communications and Media Director.

30. Mr. Saltsman contracted with or was employed by Ms. Smith's congressional primary opponent, Chuck Fleischmann.

31. Upon information and belief, in his compensated role with Mr. Fleischmann's congressional campaign, Mr. Saltsman acted as a message and media consultant and assisted with shaping and creating campaign advertisements, or attack ads, directed at Ms. Smith.

32. Mr. Saltsman is the former Chair of the TRP and has consistently provided consulting services to the TRP and various TRP candidates, both formally and informally, for many years.

33. Upon information and belief, Mr. Saltsman improperly obtained a copy of the Employment Agreement and Release directly or indirectly from Mr. Devaney, violating the confidentiality provisions of the Release.

34. Upon information and belief, Mr. Saltsman disseminated copies of the Personnel Documents to the press for publication, including the Chattanooga Times Free Press, the Knoxville New Sentinel, and radio station WGOW.

35. On or about July 16, 2010, Mr. Fleischmann's first television advertisement, or attack ad, aired which referenced "lavish bonuses to future campaign staff."

36. On or about July 25, 2010, to Mr. Winslow's shock and dismay, Andy Sher ("Mr. Sher") of the Chattanooga Times Free Press contacted Mr. Winslow and informed Mr. Winslow that he possessed a copy of Mr. Winslow's Personnel Documents and requested comment on the content and purpose of the Personnel Documents in his possession.

37. On or about July 26, 2010, to Mr. Winslow's shock and dismay, Tom Humphrey ("Mr. Humphrey") of the Knoxville News Sentinel contacted Mr. Winslow and informed Mr. Winslow that he possessed a copy of Mr. Winslow's Personnel Documents and requested comment on the content and purpose of the Personnel Documents in his possession.

38. On or about July 27, 2010, on radio station WGOW, Mr. Fleischmann stated that Mr. Winslow's confidential Personnel Documents validate Mr. Fleischmann's attacks on Ms. Smith and Mr. Winslow.

39. On or about July 27, 2010, on the radio, Mr. Saltsman falsely and maliciously accused Mr. Winslow of action "that is, at worst, illegal and, at best, just plain wrong" and stated that "[Ms. Smith] should return that \$12,000 to the [TRP] and fire [Mr.] Winslow."

40. On or about July 27, 2010, to Mr. Winslow's shock and dismay, Andre McGary of radio station WGOW published Mr. Winslow's Personnel Documents on his Facebook page.

41. On or about July 28, 2010, Ms. Smith's congressional opponent Chuck Fleischmann published Mr. Winslow's Personnel Documents on the Internet at www.viewtheproof.com. (Webpages attached hereto as Exhibit "C").

42. On August 5, 2010, Chuck Fleischmann defeated Ms. Smith in the Republican primary election, in large part due to Mr. Saltsman's improperly obtaining Mr. Winslow's Personnel Documents and subsequent release and publication of the Personnel Documents to third parties, including the press.

43. As a direct result of the release and publication of the Mr. Winslow's private and confidential Personnel Documents and the gross and malicious mischaracterization of Plaintiff's Employment Agreement and Release, Mr. Winslow has been unable to obtain employment with any other Republican party organization, political campaign, candidate, or elected official.

CAUSES OF ACTION

I. TORTIOUS INTERFERENCE

44. Plaintiff incorporates the averments of paragraphs 1 through 43 herein as if set forth verbatim.

45. Plaintiff maintained an existing business relationship with Ms. Smith's congressional campaign.

46. Plaintiff had a prospective business relationship with a specific, identifiable class of persons.

47. Mr. Saltsman had knowledge of Mr. Winslow's prospective business relationships.

48. Mr. Winslow's prospective business relationships ended.

49. Ms. Saltsman intentionally, by improper motive or improper means, caused Mr. Winslow's prospective business relationships to end.

50. As a direct and proximate result of the Defendants' tortious interference, Plaintiff sustained damages including, but not limited to, loss of earnings and other consequential damages.

51. Mr. Saltsman's tortious conduct was intentional, reckless or malicious.

II. DEFAMATION - LIBEL

52. Plaintiff incorporates the averments of paragraphs 1 through 51 herein as if set forth verbatim.

53. Mr. Saltsman communicated a defamatory statement that directly referred to Mr. Winslow to third persons other than Mr. Winslow, including the general public and members of the media, including newspapers, radio and Internet.

54. Mr. Saltsman's defamatory statements were read and heard by third persons, as members of the general public and press, other than Mr. Winslow, who understood their meaning and understood that they referred to Mr. Winslow.

55. Mr. Saltsman acted recklessly by failing to determine the truth and/or he acted with reckless disregard for the truth and knew that his statements were false before he communicated them.

56. Mr. Saltsman's defamatory statements directly caused damage to Mr. Winslow.

57. Mr. Saltsman's statements and publications were false.

III. INDUCEMENT TO BREACH

58. Plaintiff incorporates the averments of paragraphs 1 through 57 herein as if set forth verbatim.

59. The Employment Agreement and Release are legal contracts between Mr. Winslow and the TRP.

60. With knowledge of the Release and its contents, Mr. Saltsman intended to induce its breach and acted maliciously to do so through making injurious comments regarding Mr. Winslow and publishing the contents of the Release, in direct violation of the Release's terms.

61. Mr. Saltsman's acts inducing TRP's breach of the Release was committed intentionally, maliciously, or recklessly.

62. Mr. Winslow has suffered damages as a result of the breach of the Release.

IV. INVASION OF PRIVACY - FALSE LIGHT

63. Plaintiff incorporates the averments in paragraphs 1 through 63 herein as if set forth verbatim.

64. Mr. Saltsman gave publicity to matters concerning Mr. Winslow that placed him before the public in a false light that was highly offensive to a reasonable person.

65. Mr. Saltsman had knowledge of or acted in reckless disregard as to the falsity of the publicized matter and the false light in which Mr. Winslow was placed.

66. As a result of Mr. Saltsman's publication, Plaintiff Mr. Winslow has been injured as his privacy has been violated by being exposed and sold to the public, his name has been cheapened and made notorious, and he has been subjected to contempt and ridicule by the general public thereby injuring his personality and self-respect, disturbing his peace of mind and privacy.

PRAYER FOR RELIEF

WHEREFORE, based on the allegations stated above and the supporting evidence to be provided at trial or any hearing of this cause, Plaintiff prays:

1. that Defendants be required to answer this Amended Complaint within the time prescribed by law;
2. that Plaintiff be awarded an amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) for compensatory damages for economic losses, damages to his reputation, and emotional distress;
3. that Plaintiff be awarded Two Hundred and Fifty Thousand Dollars (\$250,000.00) in punitive damages;
4. that Plaintiff be awarded treble the amount of damages resulting from or incident to Defendant's inducement of the breach of the contract pursuant to Tenn. Code Ann. § 47-50-109;
5. that a jury hear all triable issues; and,
6. that the Court grant all other relief it deems equitable and appropriate.

Respectfully submitted,

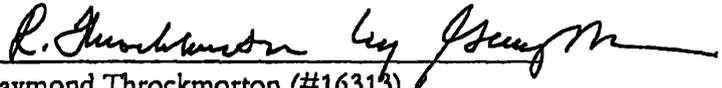
CHAFFIN, BURNSED &
BLACKBURN, PLLC



W. Gary Blackburn (#3484)
John Ray Clemmons, (#25907)
J. Michael Clemons (#24362)
The Fridrich Building, First Floor
2909 Poston Avenue
Nashville, Tennessee 37203
Telephone: (615) 254-7770
Facsimile: (615) 460-7484
Attorneys for Plaintiff

I hereby certify that this is a true copy
of original instrument filed in my office
this 18th day of January 2011

RICHARD R. ROOKER Clerk
By 
Deputy Clerk



Raymond Throckmorton (#16313)
306 Gay Street, Suite 200
Nashville, Tennessee 37201
Telephone: (615) 255-3559
Attorney for Plaintiff

FILED

JAN 18 2011

Agreement

This agreement is entered into on May 12, 2009 between RICHARD P. ROOKER, Clerk and the Tennessee Republican Party (now known as the "Party") by Richard P. Rooker, Deputy

SERVICES: Under this agreement Chief of Staff agrees to provide services to the Party. These Services include supervision of Party staff, maintenance of records, assisting the Chairman and other duties as directed by the Chairman.

TERM: May 12, 2009 until December 31, 2009.

EXPENSES: Party agrees to pay legitimate and reasonable expenses incurred in the execution of duties as Chief of Staff and approved in advance as provided for in the Policy and Procedure manual of the Tennessee Republican Party.

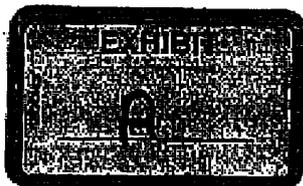
COMPENSATION: Party agrees to compensate the Chief of Staff twice per month from May 12, 2009 until December 31, 2009. Compensation is \$3,916.00 monthly, subject to increase by the Chairman.

TERMINATION: If the Chief of Staff is terminated without cause, and if the Chief of Staff signs a full release of all claims against the Party, the Party shall compensate the Chief of Staff in the amount equivalent to four months salary. This shall take place within 30 days of termination.

In the event that the Chief of Staff is terminated for "Cause," as defined below, the Party may, at its election, terminate this Agreement immediately. In the event the Party terminates this Agreement for "Cause," or in the event that the Chief of Staff resigns, Party shall pay Chief of Staff the compensation and benefits which would otherwise be payable to Chief of Staff through the date of termination, and no more. As used in this Agreement, "Cause" shall mean a finding in the sole discretion of the Party of:

- (i) a conviction of the Chief of Staff of, or a plea of *nolo contendere* by the Chief of Staff to, any crime;
- (ii) a material violation by the Chief of Staff of federal or state securities laws or any other laws involving moral turpitude, as determined by a court or other governmental body of competent jurisdiction;
- (iii) willful misconduct or gross negligence by the Chief of Staff;
- (iv) a material violation by the Chief of Staff of any Party policy or procedure provided to the Chief of Staff as it may now exist or as may be implemented in the future;
- (v) the repeated and continued failure by the Chief of Staff to carry out, in all material respects, the reasonable and lawful directions of the Chairman that are within the Chief of Staff's individual control and consistent with his duties and responsibilities hereunder; or
- (vi) fraud, embezzlement, theft or material dishonesty by the Chief of Staff,

Immediately upon termination of the Chief of Staff's employment with Cause, and at any other time upon the Party's request, the Chief of Staff will return to the Company all memoranda, notes, drawings, manuals, computer files, photographs, audio and video and any other documents and records however stored, compiled by the Chief of Staff or made available to the Chief of Staff during his employment concerning the Party's business, all other information in any form, and all personal property of the Party, including without limitation, all files, audio or video tapes, recordings, records, documents, drawings, specifications, lists, equipment, supplies, promotional material, scripts, keys, phone or credit cards and similar items and all copies of or extracts from such items.



LIABILITY: With regard to the services to be performed by the Chief of Staff pursuant to the terms of this agreement, the Chief of Staff shall not be liable to the Party, or to anyone who may claim any right due to his or her relationship with the Party, except for acts of willful misconduct. The Party shall hold the Chief of Staff free and harmless from any costs, claims, judgments or legal fees and attachments arising from the services rendered to the Party pursuant to the terms of this agreement

NON-DISPARAGEMENT: Chief of Staff agrees that during Chief of Staff's employment with the Party hereunder and thereafter, he will not, either directly or indirectly, disparage, defame, or besmirch the reputation, character, or image of the Party or its employees, directors, or officers.

CONFIDENTIALITY: Chief of Staff shall not at any time, during or after his employment with the Party, without the express written consent of the Chairman, publish, disclose, or divulge to any person, firm or corporation, or use directly or indirectly for the Chief of Staff's own benefit or for the benefit of any person, firm, corporation or entity other than the Party, any confidential information of the Party.

MODIFICATION OF AGREEMENT: Any modification of this agreement shall be in writing and signed by both parties.

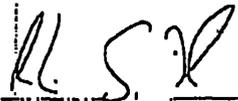
IN WITNESS WHEREOF, each party has caused this agreement to be executed and its duly authorized representative on the date first mentioned above:

For Mark Winslow (CHIEF OF STAFF)

 signed

5/12/09 Date

For the Party (Rubin Smith, Chairman)

 signed

5/12/09 Date

RELEASE AND NON-DISCLOSURE AGREEMENT

JAN 18 2011

This Release and Non-Disclosure Agreement ("Release Agreement") is hereby entered into and effective as of June 4, 2009, by and between Mark Winslow ("Winslow") and the Tennessee Republican Party (the "TRP").

By Richard H. Rooker, Clerk
[Signature] Deputy

WHEREAS, the parties entered into an Employment Agreement ("Agreement") for the retention of Winslow to perform certain work for the TRP through December 31, 2009 (attached as Exhibit A); and

WHEREAS, said Agreement provided for employment compensation in the amount of \$3,916.00 monthly subject to increase by the Chairman; and

WHEREAS, said Agreement provided for certain severance compensation provisions, terms and conditions, in the event Winslow's employment with the party were to end; and

WHEREAS, the Parties have agreed that Winslow's employment with the TRP has ended by mutual agreement, effective June 4, 2009; and

WHEREAS, the TRP has a strong desire to maintain the confidentiality of certain information previously gained by Winslow as a result of his employment with the TRP; and

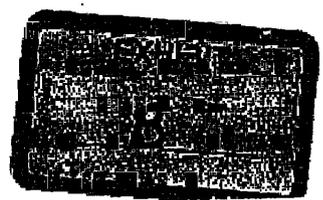
WHEREAS, Winslow and the TRP desire to ensure the mutual peace, harmony and goodwill of the parties and especially of the TRP without either making injurious comments about the other; and

WHEREAS, Winslow and the TRP desire to enter into and be bound by the terms and conditions hereafter set forth in this Release Agreement;

NOW, THEREFORE, the parties agree as follows:

1. Payment. For Winslow's execution of this Release Agreement, the mutual general release of all claims, the mutual covenants, terms and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the TRP, TRP shall pay to Winslow the sum of Twelve Thousand Five Hundred and Four (\$12,504.00) Dollars paid to Winslow in Six (6) bi-weekly increments of Two Thousand Eighty Four (\$2,084.00) Dollars, beginning June 15, 2009 and ending on August 24, 2009, (the "Compensation") the sufficiency of which is acknowledged by Winslow. The Compensation shall be paid by TRP to Winslow as settlement of a disputed claim, without any withholding for taxes; and shall constitute all the monies due Winslow.

2. General Release of Claims. Winslow, for himself, his agents, attorneys, heirs, administrators, executors, assignors, assignees, and anyone acting or claiming on his or their joint or several behalf, hereby waives, releases, and forever discharges the TRP, its subsidiaries, business units, affiliates, predecessors, successors, officers, directors, employees, agents, legal counsel, insurers, successors and assigns (hereinafter referred to collectively as the "TRP Released Parties") from any and all claims, causes of action, demands, damages, costs, expenses, liabilities, grievances, or other losses, whether known or unknown, that in anyway arise from, grow out of, or are related to events or circumstances that occurred prior to the date this Release Agreement is executed. Winslow hereby acknowledges and affirms that he has been fully paid all wages owed to him for all hours worked during his employment, including but not limited to any overtime pay.



3. Covenant not to Sue. The Parties covenant and agree not to file, commence or initiate any suits, grievances, demands or causes of action against the other party based upon or relating to any of the claims released and forever discharged pursuant to this Release Agreement. If either party breaches this covenant not to sue, and is unsuccessful in bringing such action, he/it hereby agrees to pay all of the reasonable costs and attorneys' fees actually incurred by the responding party in defending against such claims, demands or causes of action, together with such further damages as may result, directly or indirectly, from that breach.

4. No Admission of Wrongdoing. Nothing contained in this Release Agreement shall constitute, or be construed as or is intended to be an admission or an acknowledgment by either Party of any wrongdoing on their part or on the part of the other party, all such wrongdoing being expressly denied.

5. Confidentiality. The parties agree to maintain absolute confidentiality and secrecy concerning the terms of this Release Agreement and will not reveal, or disseminate by publication in any manner whatsoever this document or any matters pertaining to it to any other person, including but not limited to any past or present employee, officer or director of the TRP or any media representative except as required by legal process. This confidentiality provision does not apply to communications necessary between immediate family members or legal counsel and financial planners or tax preparers who are also bound by this confidentiality provision. The terms and conditions of this Paragraph shall survive for a period of five (5) years from the date of execution.

6. Winslow Non-Disparagement. Winslow agrees that he will not disparage or speak unfavorably about the TRP Released Parties to third parties or in public or otherwise take any action or make any comment orally or in writing or by any form of communication, that would harm, injure, or potentially harm, or injure the TRP Released Parties for a period of five (5) years from the date of execution, hereof. If asked, Winslow shall be permitted to state that his employment ended on the mutual agreement of the parties and that he and the TRP and its officers and executive committee members are on very good terms. Notwithstanding, because Winslow is a member of the TRP State Executive Committee, he shall be permitted to engage in debate when the SEC is forming policy guidance for the TRP and engage in normal discussion connected with that function. He shall not refer to this Release Agreement, the circumstances leading to its execution, its contents, or express any negative opinion about his termination.

7. TRP Non-Disparagement. TRP on behalf of itself, its subsidiaries, business units, affiliates, predecessors, successors, officers, directors, executive committee members, employees, agents, legal counsel, insurers, successors and assigns (the "TRP Members and Agents") agrees that the TRP and the TRP Members and Agents will not disparage or speak unfavorably about Winslow, to third parties or in public or otherwise take any action or make any comment orally or in writing or by any form of communication, that would harm, injure, or potentially harm, or injure Winslow, for a period of five (5) years from the date of execution, hereof.

8. Disclosure. Winslow acknowledges and warrants that he is not aware of, and that he has fully disclosed to the TRP any matters for which Winslow was responsible or which came to Winslow's attention as an employee of the TRP that might give rise to, evidence of, or support for any claim of illegal conduct, regulatory violation, unlawful discrimination, or other cause of action against the TRP.

9. TRP Property. All records, files, lists, including computer generated lists, data, drawings, documents, equipment and similar items relating to the TRP's business that Winslow generated or received from the TRP as an employee or pursuant to this Release Agreement remain the TRP's sole and exclusive property. Following the execution of this Release Agreement, Winslow agrees to promptly return to the TRP all property of the TRP that may be in his possession. Winslow further represents that he has not copied or caused to be printed any documents or other material originating with or belonging to the TRP. Winslow additionally represents that he has not retained in his possession any such documents or materials.

10. Cooperation. Winslow agrees that he shall, at the request of the TRP, render all assistance and perform all lawful acts that the TRP considers necessary or advisable in connection with any investigation, litigation or claims involving the TRP or any of the TRP Released Parties. Winslow acknowledges that this Release Agreement does not alter or waive any existing obligations to the TRP that are intended to extend beyond Winslow's term of employment or the term of this Release Agreement, including but not limited to the use and/or disclosure of confidential information.

11. Breach of Release Agreement. If either Party brings a claim for breach of the terms of this Release Agreement, the prevailing Party shall be entitled to its reasonable attorneys' fees and expenses incurred in prosecuting or defending such an action. This Release Agreement is to be governed by the laws of the State of Tennessee.

12. Entire Release Agreement: Severability of Terms. This Release Agreement contains the complete, entire understanding of the parties. In executing this Release Agreement, neither Party relies on any term, condition, promise or representation other than those expressed in this Release Agreement. This Release Agreement supersedes all prior and contemporaneous oral and written Agreements and discussions with respect to the subject matter hereof. This Release Agreement may be amended or modified only by a subsequent agreement in writing. If any provision of this Release Agreement is determined to be invalid or otherwise unenforceable, then that invalidity or unenforceability shall not affect any other provision of this Release Agreement, which shall continue and remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated with the effective date first stated above.

MARK WINSLOW

Dated: 6/15/09, 2009


Mark Winslow

TENNESSEE REPUBLICAN PARTY

Dated: June 15, 2009

By: 
Samuel C. DeVaney
Its: Chairman