

**BEFORE THE
MISSOURI ETHICS COMMISSION**

MISSOURI ETHICS COMMISSION,)
)
 Petitioner,)
)
v.)
)
MISSOURIANS FOR PATIENT CARE,) Case No. 18-0012-I (B)
(Non-Profit Corporation))
)
 Respondent.)

**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 Respondent, Missourians for Patient Care, acknowledges that it has received and reviewed a copy of the Complaint filed by the Petitioner in this case, and submits to the jurisdiction of the Missouri Ethics Commission.

The undersigned Respondent further acknowledges that it is aware of the various rights and privileges afforded by law, including but not limited to: the right to appear and be represented by counsel; the right to have all allegations against Respondent be proven upon the record by competent and substantial evidence; the right to cross-examine any witnesses appearing at the hearing against Respondent; the right to present evidence on Respondent's behalf at the hearing; and the right to a decision upon the record of the hearing. Being aware of these rights provided to Respondent by operation of law, the undersigned Respondent knowingly and voluntarily waives each and every one of these rights and freely enters 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 agrees to abide by the terms of this document.

I.

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

JOINT PROPOSED FINDINGS OF FACT

1. The Missouri Ethics 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.¹
2. Missourians for Patient Care (MPC Inc.) registered as a non-profit corporation with the Missouri Secretary of State on July 26, 2017.
3. A separate entity, Missourians for Patient Care PAC (MPC PAC), registered as a continuing committee with the Missouri Ethics Commission on July 27, 2017.
4. From July 2017 until January 2018, MPC Inc. and MPC PAC shared the same bank account.
5. Even after MPC Inc. opened a new account, on or about January 22, 2018, the two entities continued to use the same taxpayer identification number.

¹ Unless noted otherwise, all statutory references are to the Revised Statutes of Missouri 2000 (Supp. 2017).

6. Both MPC Inc. and MPC PAC supported the development and circulation of Petition 2018-271 (the Missouri Patient Care Act), which sought to qualify a ballot measure that, if passed, would implement a statute to allow medical marijuana in the State of Missouri.

7. MPC Inc. was successful in its efforts, and the Missouri Patient Care Act appeared on the November 2018 ballot. The measure failed in that it was not approved by a majority of Missouri voters.

8. MPC Inc.'s Articles of Incorporations state that the corporation's specific purposes are:

(i) to develop and conduct public education to increase public awareness of the benefits of medical marijuana and cannabis; (ii) to develop and participate in advocacy campaigns to encourage public support of state legislation in Missouri to promote reasonable and medically-appropriate medical use of marijuana, cannabis and related products, and (iii) to participate in such other activities as may be necessary or appropriate to accomplish the above stated purposes and to transact any and all other lawful activities of a 501(c)(4) organization to the extent permitted by the Nonprofit Corporation Act of Missouri and the Code.

9. First Rule, which is registered with the Missouri Secretary of State's Office as a fictitious entity, provided consulting services to MPC Inc.

10. During all relevant times, MPC Inc. and MPC PAC shared the same address: 1034 Brentwood Boulevard, Suite 1700 in St. Louis, Missouri.

11. Pursuant to Section 105.961, RSMo, the Commission's staff investigated a complaint filed with the Commission and reported the investigation findings to the Commission.

12. Based on the investigation report, the Commission determined that there were reasonable grounds to believe that violations of law had occurred, and it therefore authorized a hearing in this matter pursuant to Section 105.961.3, RSMo.

COUNT I

Failure to file a Statement of Committee Organization

MPC Inc. was a continuing committee because it accepted contributions for the primary purpose of influencing or attempting to influence the action of voters for the qualification of the Missouri Patient Care Act

13. First Rule, as a consultant for MPC Inc., helped with fundraising by sending letters asking for contributions in support of the qualification of the Missouri Patient Care Act. The solicitation letters sent on behalf of MPC Inc. stated, in pertinent part: *"It is important to note that 100% of these funds will go towards collecting signatures."*

14. First Rule also sent emails asking for contributions in support of the qualification of the Missouri Patient Care Act. The solicitation emails sent on behalf of MPC Inc. stated, in pertinent part: *"It is important to note that 100% of these funds will go towards collecting signatures."*

15. On February 21, 2018, First Rule hosted a fundraising event to support the effort to qualify the Missouri Patient Care Act. The invitations for the fundraiser stated, in pertinent part: *"It is important to note that 100% of these funds will go towards collecting signatures."* A copy of that invitation has been marked as Exhibit A, attached to these stipulations, and incorporated by reference.

16. Between September of 2017, and October of 2018, MPC Inc. accepted contributions totaling \$1,434,550.00.

MPC Inc. was a continuing committee because it made expenditures for the primary purpose of influencing or attempting to influence the action of voters for the qualification of the Missouri Patient Care Act

17. On December 5, 2017, MPC Inc. entered into a contract with National Petition Management (NPM). The terms of the contract state, in pertinent part:

Client seeks to retain NPM for the purpose of gathering signatures to qualify the Missouri Patient Care Act (MO Measure 2018-271), a proposed Missouri statutory amendment for submission to voters at the November 6, 2018 general election. Such services are to be provided subject to the approval of Client and its lead consultant First Rule.

A copy of that contract has been marked as Exhibit B, attached to these stipulations, and incorporated by reference.

18. Shortly after the contract was executed, MPC Inc. made three direct payments to NPM:

- On or about December 18, 2017, for \$67,000.00;
- On or about December 29, 2017, for \$50,000.00; and
- On or about February 5, 2018, for \$100,000.00.

19. On September 14, 2018, NPM sent First Rule an email, stating, in relevant part: “MPC is officially qualified for the ballot... Per the Agreement, please find attached the following: 1. NPM fee invoice in the amount of \$71,740.92 due upon qualification[.]”

20. On or about October 29, 2018, MPC Inc. sent a direct payment of \$71,740.91 to NPM.

21. On March 1, 2018, First Rule sent an email to MPC Inc. and MPC PAC, advising MPC Inc. of the fact that a payment to NPM was due and instructing MPC Inc. to wire \$280,000.00 to MPC PAC so that MPC PAC could issue payment to NPM.

22. As the chart below shows, MPC Inc. made a total of nine indirect payments to NPM by transferring cash to MPC PAC, who then issued the payments to NPM.

Date	From MPC Inc.	To MPC PAC	Payments to NPM
03/02/18	(\$280,000.00)	\$280,000.00	\$280,000.00
03/12/18	(20,000.00)	\$20,000.00	\$20,000.00
03/21/18	(\$25,000.00)	\$25,000.00	\$25,000.00
03/28/18	(\$175,000.00)	\$175,000.00	\$175,000.00
04/04/18	(\$20,000.00)	\$20,000.00	\$20,000.00
04/06/18	(\$35,000.00)	\$35,000.00	\$35,000.00
04/24/18	(\$125,000.00)	\$125,000.00	\$125,000.00
05/15/18	(\$125,000.00)	\$125,000.00	\$97,185.00
05/30/18	(\$200,000.00)	\$200,000.00	\$197,000.00
TOTAL			\$974,185.00

23. In total, MPC Inc., accepted contributions of \$1,434,550.00. A full 87 percent of that amount, or \$1,262,925.91, went to National Petition Management to pay for gathering signatures to qualify the Missouri Patient Care Act for the November 2018 election.

24. Aside from some legal fees, MPC Inc. has not had any significant bank activity since its last payment to NPM in late October 2018.

COUNT II

Failure to file reports and/or notices

25. MPC Inc. did not file any reports with the Missouri Ethics Commission for the contributions received and/or the expenditures made in support of the qualification of the Missouri Patient Care Act.

31. An "expenditure" is:

[A] payment, advance, conveyance, deposit, donation or contribution of money or anything of value for the purpose of supporting or opposing . . . the qualification or passage of any ballot measure or for the support of any committee which in turn supports or opposes any candidate or ballot measure or for the purpose of paying a previously incurred campaign debt . . . or obligations of a committee; a payment, or an agreement or promise to pay, money or anything of value . . . for the purchase of goods, services, property, facilities or anything of value for the purpose of supporting or opposing the nomination or election of any candidate for public office or the qualification or passage of any ballot measure or for the support of any committee which in turn supports or opposes any candidate or ballot measure.

§ 130.011(16), RSMo.

32. There is probable cause to believe that MPC Inc. violated Section 130.021.5, RSMo, by failing to register as a continuing committee while accepting contributions and making expenditures in support of the qualification of the Missouri Patient Care Act.

COUNT II

Failure to file reports and/or notices

33. All committees must file disclosure reports or receipts and expenditures with the MEC "at the times and for the periods prescribed in section 130.046." § 130.041, RSMo.

34. Pursuant to § 130.046, RSMo: disclosure reports must be filed at the following times and for the following periods:

(1) Not later than the eighth day before an election for the period closing on the twelfth day before the election if the committee has made any contribution or expenditure either in support or opposition to any candidate or ballot measure;

(2) Not later than the thirtieth day after an election for a period closing on the twenty-fifth day after the election, if the committee has made any contribution or expenditure either in support of or opposition to any candidate or ballot measure; except that, a successful candidate who takes office prior to the twenty-fifth day after the election shall have complied with the report requirement of this subdivision if a disclosure report is filed by such candidate and any candidate committee under the candidate's control before such candidate takes office, and such report shall be for the period closing on the day before taking office; and

(3) Not later than the fifteenth day following the close of each calendar quarter.

Notwithstanding the provisions of this subsection, if any committee accepts contributions or makes expenditures in support of or in opposition to a ballot measure or a candidate, and the report required by this subsection for the most recent calendar quarter is filed prior to the fortieth day before the election on the measure or candidate, the committee shall file an additional disclosure report not later than the fortieth day before the election for the period closing on the forty-fifth day before the election.

35. Additionally, “[a]ll individuals and committees required to file disclosure reports under section 130.041 shall electronically report any contribution by any single contributor which exceeds five thousand dollars to the Missouri Ethics Commission within forty-eight hours of receiving the contribution.” § 130.044.1, RSMo.

36. Pursuant to Section 130.046.3(2), RSMo: “A continuing committee shall submit additional reports if it makes aggregate expenditures, other than contributions to a committee, of five hundred dollars or more, within the reporting period at the following times for the following periods: Not later than twenty-four hours after aggregate expenditures of two hundred fifty dollars or more are made after the twelfth day before the election.”

37. There is probable cause to believe that MPC Inc. violated Sections 130.041, 130.046.1 130.044.1, and 130.046.3(2), RSMo, by operating as a committee in receiving contributions and making expenditures, but failing to file the appropriate reports and/or notices with the Missouri Ethics Commission.

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 C.
 - a. Respondent, having no assets and no income, agrees to wind down and dissolve within 90 days of the Commission's Consent Order.
 - b. Respondent has disclosed all of its expenditures in accordance with the procedure detailed in § 130.047, RSMo, by filing a non-committee disclosure report.
 - c. Respondent has also disclosed "all monetary contributions received which can be identified in the committee's records by name and address of each contributor" in accordance with the requirements in § 130.041, RSMo, by including this information on the non-committee disclosure report referenced in paragraph 2.b.
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. Respondent, together with its heirs, successors, and assigns, does 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 Respondent or Respondent's attorney may now have or which they may hereafter have, which are based upon or arise out of the above cases.

RESPONDENT MISSOURIANS FOR
PATIENT CARE

By: [Signature] 11.11.19
Date
Name: Brian Hamilton R. Gatta

Title: President MPC

By: [Signature] 9 Jan 2020
Date
Marc Ellinger
Attorney for Respondent

PETITIONER MISSOURI ETHICS
COMMISSION

By: [Signature] 1/10/20
Date
Elizabeth L. Ziegler
Executive Director

By: [Signature] 1/10/2020
Date
Brian Hamilton
Staff Attorney
Attorney for Petitioner

By: [Signature] 1/10/2020
Date
Laura E. Elsbury
General Counsel
Attorney for Petitioner



**MISSOURIANS FOR
PATIENT CARE**

You are invited to attend an event to provide your support to Missourians for Patient Care (MPC). MPC is a 501c (4) organization supporting The Missouri Patient Care Act; this is a ballot initiative that would allow patients to legally use medical cannabis with the written certification by a physician who treats patients diagnosed with certain qualifying medical conditions.

MPC has launched the signature collection process to place this important statutory ballot initiative in front of Missouri voters this November and needs financial assistance to complete this process. *It is important to note that 100% of the funds raised at this event will go towards collecting signatures.*

WEDNESDAY, FEBRUARY 21ST, 2018

5pm-7pm

Vue 17, 1034 S. Brentwood Blvd, 17th Floor

Richmond Heights, MO 63117

Complimentary Parking Available On-Site

Yes, I/we would like to attend and will support MPC at the following amount:

\$25,000 \$10,000 \$5,000 \$2,500

Unfortunately, I/we are unable to attend, but enclosed is a contribution for \$_____ to support MPC.

Name(s): _____ Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Email: _____

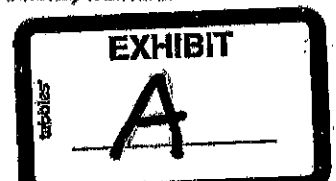
All checks should be made payable to Missourians for Patient Care. Contributions are not tax deductible.

To RSVP, please fill out the above form and mail or email to:

Debbie Schneider, 1034 S. Brentwood Blvd., Suite 1700, Richmond Heights, 63117

debbie@frstrule.com

Missourians for Patient Care • 1034 S. Brentwood Blvd, Suite 1700 • St. Louis Mo, 63117 • Mike Colona, Treasurer



AGREEMENT

This Agreement is between **National Petition Management**, a California Corporation (NPM), and **MISSOURIANS FOR PATIENT CARE**, a Missouri Nonprofit Corporation (Client).

RECITALS AND GENERAL COVENANTS

- A. NPM is in the business of providing petition circulation services for the gathering of signatures of registered voters for the purpose of ballot qualification.
- B. Client seeks to retain NPM for the purpose of gathering signatures to qualify the Missouri Patient Care Act (MO Measure 2018-271), a proposed Missouri statutory amendment for submission to voters at the November 6, 2018 general election. Such services are to be provided subject to the approval of Client and its lead consultant First Rule.
- C. NPM acknowledges that deadline for filing petitions with Missouri's secretary of state is 5:00 p.m. on May 6, 2018. Client acknowledges, however, that NPM does not imply or warrant that it will be able to collect sufficient signatures to meet these deadlines. NPM shall use its best efforts to ensure that the Client and its agents are fully in compliance with all applicable provisions of local, state and federal law. NPM shall fully cooperate with the Client, its lead consultant, and any other consultants engaged by Client to achieve the goals of Client as set forth above and, in this regard, make itself available for communications and inquiries from Client, its lead consultant, and any other consultants engaged by Client and use its best efforts to respond promptly to said communications and inquiries to implement the expressed and implicit terms of this Agreement.
- D. This Agreement establishes an exclusive independent contractor relationship between Client and NPM. NPM has the authority to control the performance of its operations. NPM's officers and employees are not employees of Client, and NPM is not, except as may be otherwise provided in this Agreement, subject to control by Client. During the term of this Agreement, Client shall use NPM exclusively for paid petition circulation services in connection with this ballot qualification unless otherwise agreed to by NPM. This provision does not preclude Client from using volunteer gatherers or direct mail petition gathering efforts.
- E. NPM shall comply with Missouri's Constitution and state and federal election law as applicable to the petition circulation process. NPM shall provide Client with all documentation required for NPM and Client to fully comply with any election reporting required by law. NPM agrees to truthfully represent the purposes of Client's initiative petition, and to require adherence to this provision by any employees, contractors or agents.
- F. NPM agrees that during the term of this Agreement, it will not work on behalf of or in any way represent an individual, association, corporation or any other legal entity

EXHIBIT

B

whose interests are or may appear to be in conflict with Client's initiative petition in Missouri.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, it is agreed as follows.

I

COLLECTION OF SIGNATURES

- 1.1 NPM hereby agrees to fulfill the obligations attributed to it in the above recitals and to use its best efforts to gather approximately 165,000 signatures of Missouri registered voters (five percent of legal voters in any six of the eight congressional districts) through the use of paid and/or volunteer signature gathers. Signatures to be gathered on petition forms which have been legally approved as to form by Client's counsel for submission by Client of such forms to the secretary of state for qualification for the November 6, 2018 general election.

II

TERM

- 2.1 This Agreement is for a term that begins upon the signing of the Agreement and payment of a non-refundable retainer in the amount of thirty five thousand dollars (\$35,000) as provided in Section 3.1. A proposed budget outlining potential costs to qualify the initiative is attached to this Agreement as addendum I. This Agreement ends upon submission of all signatures to Client and payment of NPM's final invoice. NPM shall commence signature gathering upon receipt of petition forms provided by Client, the non-refundable fee and working deposit payment provided in Section 3.4.

III

COMPENSATION

- 3.1 In consideration for the services to be performed under this Agreement, Client shall pay to NPM a fee equal to one hundred seventy five thousand (\$175,000) dollars; thirty five thousand (\$35,000) dollar non-refundable payment due upon signing of the Agreement as provided in Section 2.1; three (3) payments of thirty five thousand dollars (\$35,000) each due monthly during the term of the Agreement (\$105,000); and, final thirty five thousand (\$35,000) Dollars due upon the Secretary of State's determination that adequate valid signatures were submitted to meet the minimum requirements in at least six of Missouri's eight Congressional Districts.
- 3.2 NPM shall be reimbursed for out-of-pocket costs and expenses based upon the amount paid for signatures and budgeted expenses as set forth in addendum 1 of this Agreement. NPM will not exceed budget without prior approval of Client.
- 3.3 NPM will report signature costs and expenses on its written weekly campaign status

and expense reimbursement reports. Payment of NPM's invoice will be due within 48 hours after Client's receipt of the report from NPM. Prompt payment is an integral aspect of this agreement. NPM will suspend qualification efforts if Client is past due in payment of invoices.

- 3.4 Upon execution of this Agreement by the parties, Client shall pay a deposit in the amount of one hundred thousand Dollars (\$100,000). This amount shall be held and applied to the final signatures collected and budgeted expenses. If any funds remain after payment of signatures and approved, incurred expenses, the balance shall be refunded to Client.
- 3.5 Signatures are the property of NPM until such time as Client has paid NPM for the costs of gathering and processing /validating such signatures, at which time such signatures immediately become the property of Client.

IV.

PROCESSING/VALIDATION

- 4.1 NPM agrees to fully process the petition sections, including one hundred (100%) name verification of professionally gathered signatures. Results of the signature verification will be provided to Client with NPM's written campaign status and expense reimbursement reports. NPM will guarantee that a minimum of 75% of the professionally gathered signatures will be from valid, registered Missouri voters. Should signature verification results indicate a lower than 75% rate of valid signatures, NPM will, at its own expense, in a timely fashion, provide sufficient valid signatures such that the total number of valid signatures is at least 75% of the total number of signatures to be paid for by Client.

V.

NOTICE

- 5.1 Except as otherwise specifically provided herein, any and all notices required or permitted under this Agreement shall be in writing and be deemed delivered upon personal delivery or upon mailing thereof, when deposited in the United States Mail, first-class postage prepaid to National Petition Management, Inc., 5281 River Ridge Drive, Brighton, Michigan 48116 and to Client, Attn: Travis Brown, 1034 South Brentwood Boulevard, Suite 1700, Saint Louis, Missouri 63117, or to such other address or addresses as shall be specified in any notice delivered in accordance with this Paragraph.

VI

FURTHER ACTS

- 6.1 Each party to this Agreement agrees to execute and deliver all documents and instruments and to perform all further acts and to take any and all further steps that may be reasonably necessary to carry out the provisions of this Agreement and the transactions contemplated hereby.

**VII
PARAGRAPH HEADINGS**

- 7.1 The paragraph headings in the Agreement in no way define, limit, extend or interpret the scope of this Agreement or of any particular paragraph contained herein.

**VIII
INTERPRETATION**

- 8.1 When the context in which words are used in this Agreement indicates that such in the intent, words in the singular number shall include the plural and vice-versa. Any reference to any gender shall be deemed to include all other genders unless the context otherwise requires.

**IV
AMENDMENTS**

- 9.1 This Agreement may be modified only by written instrument executed by the parties hereto.

**X
ARBITRATION**

- 10.1 Any controversy or claim arising out of or related to this Agreement or the breach thereof shall be settled by arbitration in Missouri in accordance with the then current rules of the American Arbitration Association and a judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

**XI
ATTORNEY'S FEES**

- 11.1 In the event that either of the parties hereto resorts to legal action, including arbitration, in order to enforce, defend or interpret any of the terms or provisions of this Agreement, the prevailing party shall be entitled to receive reimbursement from the non-prevailing party for all reasonable attorney's fees and all other costs incurred in commencing or defending such action.

**XII
TERMINATION**

- 12.1 This Agreement may be terminated by Client upon five (5) days written notice to NPM and payment by Client to NPM for all signatures gathered by NPM through the time of such termination.

**XIII
LIABILITY AND INDEMNIFICATION**

- 13.1 NPM shall indemnify and defend Client for damages and costs, including attorneys' fees, suffered by Client, as a result of a third party legal action caused by the acts of NPM taken without the approval or informed acquiescence of Client.

- 13.2 Client shall indemnify and defend NPM for damages and costs, including attorneys' fees, suffered by NPM, as a result of a third party legal action caused by the acts of NPM when taken with the approval or informed acquiescence of Client.
- 13.3 This Agreement shall not be the source of any third party beneficiary rights to one not a party to the Agreement.
- 13.4 Client is a nonprofit public benefit corporation. All obligations of Client hereunder are obligations of such corporation and not of any officer, director, or employee of Client, or of any organization with which Client or such officer, director, or employee is or may be associated, or of any donor to Client, and NPM shall look solely to the corporate assets of Client for all amounts due hereunder.

**XIV
COUNTERPARTS**

- 14.1 This Agreement or any amendment hereto may be executed in counterparts and, as executed, shall constitute one agreement binding on both of the parties hereto, notwithstanding that both of the parties are not signatory to the original or the same counterpart.

**XV
ENTIRE AGREEMENT**

- 15.1 This Agreement, consisting of six pages plus Addendum I, contains the entire understanding and agreement between the parties hereto concerning the subject matter contained herein. There are no agreements, arrangements, understandings, restrictions, representations or warranties, oral or written, between or among the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

SIGNED AND AGREED:

~~NATIONAL PETITION MANAGEMENT~~ ^{BT}
~~MISSOURIANS FOR PATIENT CARE~~

By: _____ ¹³
 Its: Michael Kelly Vice President MPC
 Date: 12/5/17

NATIONAL PETITION MANAGEMENT

By: Jan B. Aught
Its: PRESIDENT
Date: 12/6/17

MEMORANDUM

TO: Missourians for Patient Care
Attn: Travis Brown
Pelopidas, LLC
1034 South Brentwood Boulevard, Suite 1700
Saint Louis, Missouri 63117

FROM: National Petition Management, Inc.
5281 River Ridge Drive
Brighton, Michigan 48116
Federal Identification Number 680365763

RE: Missourians for Patient Care – Retainer Fee and Working Deposit Invoice

DATE: December 6, 2017

Retainer fee and working deposit for services to be rendered - Invoice Number
NPM120617

National Petition Management retainer fee – per Agreement	\$ 35,000.00
Working deposit – per Agreement	100,000.00
TOTAL DUE UPON RECEIPT:	<u>\$ 135,000.00</u>

Please Submit Payment To Address Above or:

National Petition Management, Inc.

5281 River Ridge Drive

Brighton, MI 48116

Or

National Petition Management, Inc.

Bank – Fifth Third General Account

Account number - 7911936404

Roufing number - 042006314

Fifth Third Bank contact person – Krista Pankoph – 313 230-9064

National Petition Management contact person – Lee Albright – 916 837-5954=

**BEFORE THE
MISSOURI ETHICS COMMISSION**

Filed
JAN 10 2020
Missouri Ethics
Commission

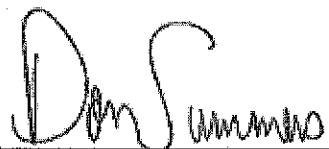
MISSOURI ETHICS COMMISSION,)	
)	
Petitioner,)	
)	
v.)	Case No. 18-0012-I(B)
)	
MISSOURIANS FOR PATIENT CARE)	
(Non-Profit Corporation),)	
)	
Respondent.)	

CONSENT ORDER

The parties have filed a Joint Stipulation of Facts, Waiver of Hearing, and Proposed Consent Order with the Missouri Ethics Commission. Accordingly, the Missouri Ethics Commission accepts as true the facts stipulated and finds that there is probable cause to believe that Respondent violated Sections 130.021.5, 130.046.1, 130.044.1, and 130.046.3(2), RSMo. The Commission directs that the Joint Stipulation be adopted.

1. Respondent, having no assets and no income, agrees to wind down and dissolve within 90 days of this Order.
2. Respondent has disclosed all of its expenditures in accordance with the procedures detailed in § 130.047, RSMo, by filing a non-committee disclosure report.
3. Respondent has also disclosed “all monetary contributions received which can be identified in the committee’s records by name and address of each contributor” in accordance with the requirements in § 130.041, RSMo, by including this information on the non-committee disclosure report referenced in the preceding paragraph.

SO ORDERED this 10th day of January, 2020



By Don Summers, Chair