

**SETTLEMENT AFFIDAVIT OF SCOTT SALES**

STATE OF MONTANA                    )  
  )  
COUNTY OF LEWIS AND CLARK        )        ss.

Scott Sales, being duly sworn and upon his oath, deposes and says:

1. I am Scott Sales of Bozeman, Montana.
2. I was a 2010 primary election candidate for nomination by the Republican Party for County Commissioner of Gallatin County, Montana.
3. I had been active as a candidate in Montana elections prior to 2010 and I had knowledge of the electoral activity of Christian and Allison LeFer in earlier Montana Republican Party primary elections. During the 2010 election I engaged the services of a print shop located in Livingston, Montana and run by Allison LeFer. The print shop was known as Direct Mail and Communications (Direct Mail). I knew that Allison's husband was Christian LeFer and I had worked with Christian in his role as an officer of Montana Right to Work.
4. I used Direct Mail to prepare and send certain campaign letters, mailed under my signature. In total I paid Direct Mail over \$12,000 for its services in preparing and sending over 20,000 campaign letters during my 2010 campaign.
5. My association with Direct Mail led to a campaign practice complaint filed against me with the Commissioner of Political Practices (COPP). This complaint was initially dismissed (April 23, 2013 Commissioner Murry dismissal letter at *Madin v.*

*Sales* on COPP website) and then reopened by Commissioner Motl (*Madin v. Sales*, COPP-2010-CFP-029) resulting in a sufficiency Decision against me and a following district court enforcement action by the COPP. (*COPP v. Sales*, Cause No. BDV-2014-283, First Judicial District Court, Lewis and Clark County).

6. I understand that I was required by Montana law to keep records of my campaign activity for 4 years but I am unable to produce those records. Because of personal circumstances, I have either misplaced or lost those records. The loss or misplacement was not intentional.

7. I was shown copies of the following and I agree that Direct Mail produced three documents for use in my campaign:

Sandie Sales letter: There is a handwritten campaign letter, printed in blue ink on pink paper signed by my then wife, Sandie Sales. I did not have a part in producing the letter but I cannot confirm or deny that either the letter or the signature on the letter was in Sandie's handwriting script. I agree that this letter was produced and mailed for me by Direct Mail as part of my 2010 campaign.

May 10, 2010 and June 4, 2010 letters: I reviewed two campaign letters on which my signature appears dated May 10 and June 4, 2010. I agree that these letters were produced and mailed as part of my 2010 campaign. I recall that I approved the letters, choosing text from portions of boilerplate letters that Direct Mail had in stock and adding in my own information where necessary. Direct Mail then prepared and mailed these letters on my behalf.

Because I do not have records of my own I cannot dispute the authenticity of these three letters as shown me by the COPP. I recall no letters in my 2010 campaign other than the three letters described above.

8. I visited the Direct Mail print shop in Livingston once during the production of these three campaign letters.
9. I do not recall all of the details of my 2010 campaign but I can see from my 2010 campaign expense reports that I had very little postage or printing costs, other than through Direct Mail. This means that Direct Mail carried out the entire printing, preparation and mailing (including mailing list) of the above three letters and that is consistent with my memory. I know I provided my signature for use by Direct Mail through a scanned signature image that was printed on each letter.
10. I did not check, in 2010 or since, for comparative pricing of the production, printing, handling and mailing of the above listed three letters. I just paid what Direct Mail charged. Because I am not an expert in the areas of printing or mailing I cannot confirm or deny the determination by the COPP that my 2010 campaign did not pay the full price of the production, printing, handling and mailing of the three Direct Mail letters.
11. I knew that third party mailings attacking my opponent took place in my 2010 campaign as I was asked about the mailings while campaigning. I did not authorize or approve those attack mailings. However, I knew when I engaged Direct Mail for my 2010 campaign that the LeFers had associations with groups that had produced this sort of attack mailings in other primary elections.
12. I regret my association with the LeFers and Direct Mail. I terminated my association with the LeFers and Direct Mail after my 2010 campaign. Outside of a single "same event" exchange of greetings with Christian LeFer, I have had no interaction with LeFers, Direct Mail and, to the best of my knowledge, with any group affiliated with Direct Mail since that time. I did not like the quality or nature

of the work that Direct Mail and/or the LeFers performed or arranged to be performed for me.

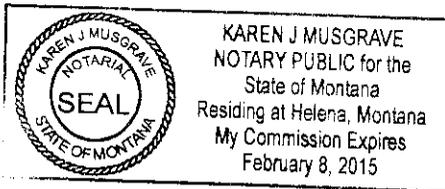
13. I have been involved as an elected official in Montana for the past 12 years. During that time I have witnessed a decline in civility in political discussion, among elected officials and among Montanans in general. I regard the involvement of itinerant third party groups and people, both conservative and liberal, in Montana political campaigns as detrimental to Montana's political process. With this in mind, I regret my lack of judgment regarding my association with, and campaign use of, Direct Mail. While I can see my mistake best by hindsight, I also accept responsibility for not thoroughly determining the nature of Direct Mail before associating with it.

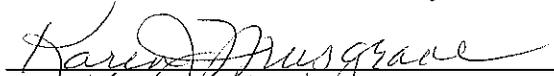
Dated this 19 day of December, 2014.

  
\_\_\_\_\_  
Scott Sales

Subscribed to and sworn to before me this 19<sup>th</sup> day of December, 2014 by  
Scott Sales.

(Notarial Seal)



  
\_\_\_\_\_  
Karen J. Musgrave  
Notary Public for the State of Montana  
Residing at Helena, Montana  
My Commission Expires 2/8/2015

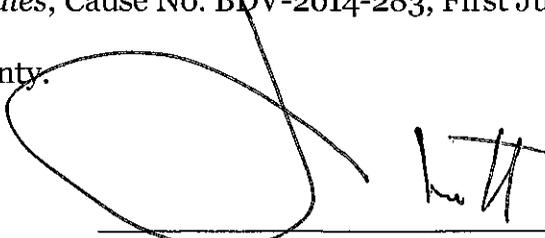
**SETTLEMENT AGREEMENT**

Based on the foregoing statement and in contemplation of the COPP complaint I, Scott Sales, agree to settle any and all claims made against me by the COPP. I have read the COPP complaint against me and I wish to resolve the issues raised in the complaint. In particular, I agree that I was required to keep, but did not keep, campaign records for 4 years and I further agree that I should have used better judgment before retaining the services of Direct Mail. In consideration of settling all claims and counterclaims I sign the above affidavit and agree to pay a \$500 fine. By my signature I, Scott Sales, settle all claims, counterclaims and issues that are made or could be made in *COPP v. Sales*, Cause No. BDV-2014-283, First Judicial District Court, Lewis and Clark County.

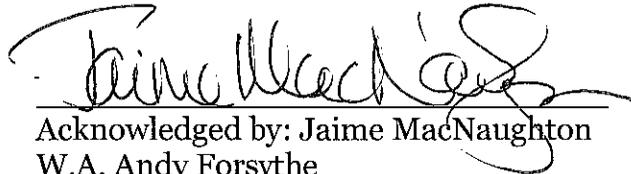
I, Jonathan Motl, The Commissioner of Political Practices of the State of Montana, accept the above affidavit statement and the amount of \$500 (taken as a fine) as full and final settlement of all claims, counterclaims and issues that are made or could be made in the matter of *COPP v. Sales*, Cause No. BDV-2014-283, First Judicial District Court, Lewis and Clark County.



\_\_\_\_\_  
Scott Sales, Defendant.



\_\_\_\_\_  
Jonathan Motl, Plaintiff,  
Montana Commissioner of Political Practices.



\_\_\_\_\_  
Acknowledged by: Jaime MacNaughton  
W.A. Andy Forsythe  
Christopher Sweeney  
Attorneys for the Office of the Montana  
Commissioner of Political Practices

\_\_\_\_\_  
Acknowledged by: Chris Gallus  
Attorney for Scott Sales

NANCY SWEENEY  
CLERK DISTRICT COURT

2014 DEC 19 PM 2:42

FILED  
BY **NANCY SWEENEY**  
DEPUTY

MONTANA FIRST JUDICIAL DISTRICT COURT  
LEWIS AND CLARK COUNTY

The COMMISSIONER OF POLITICAL  
PRACTICES FOR THE STATE OF  
MONTANA,

Plaintiff and Counterclaim  
Defendant,

v.

SCOTT SALES,

Defendant and Counterclaim  
Plaintiff.

Cause No. BDV-2014-283

**ORDER OF DISMISSAL  
WITH PREJUDICE**

Pursuant to the Stipulation to Dismiss and the signed settlement agreement signed by counsel for all parties, and for good cause shown, IT IS HEREBY ORDERED that this matter, including all of plaintiff's claims and defendant's counterclaims, is DISMISSED with prejudice, as fully and finally settled on the merits. The parties shall pay their own costs and attorneys' fees.

DATED this 19 day of December, 2014.

By JEFFREY SHERLOCK  
Hon. Jeffrey M. Sherlock  
District Court Judge

c: Jonathan R. Motl and Jaime MacNaughton  
W. Anderson Forsythe and Christopher T. Sweeney  
Christopher J. Gallus