

Code of Conduct

Here in Colorado we have venue to circulate petitions at the King Sooper Stores. Below is the code of conduct for circulating at these stores. We appreciate your cooperation with these guidelines.

I _____ will only initiate signature gathering activities to individuals EXITING the locations where I will be collecting signatures.
_____ INT.

I will not stand closer than 15 feet from the exit door unless given permission, that day, by management. _____ INT.

I will not block entrances or exits, at the locations where I will be collecting signature while circulating petitions. _____ INT.

I will not harass, yell at, make needless comments, follow or make unnecessary contact, with anyone while I am collecting signatures.
_____ INT

If I, or any person working with me, not under contract with National Ballot Access, is reported by any person on more than 2 occasions, to be in violation of the above, my signatures will no longer be accepted by this office or any client under contract. _____ INT.

Name (Printed): _____

Signature: _____

Date: _____

KENNEDY ENTERPRISES
EXPECTATIONS FOR INDEPENDENT CONTRACTORS

I ACKNOWLEDGE THIS CONDUCT COULD JEOPARDIZE THE ABILITY OF ALL INDEPENDENT CONTRACTORS TO CIRCULATE PETITIONS.

THEREFORE, I, _____, WILL ONLY INITIATE SIGNATURE GATHERING ACTIVITIES TO INDIVIDUALS EXITING THE LOCATIONS WHERE I WILL BE COLLECTION SIGNATURES. (INITIALS) _____

I WILL NOT STAND CLOSER THAN 15' FROM THE EXIT DORR UNLESS GIVEN PERMISSION, THAT DAY, BY MANAGEMENT. (INITIALS) _____

I WILL NOT BLOCK ENTRANCES OR EXITS, AT THE LOCATIONS WHERE I WILL BE COLLECTING SIGNATURES, WHILE CIRCULATING PETITIONS. (INITIALS) _____

I WILL NOT HARASS, YELL AT, MAKE NEEDLESS COMMENTS, FOLLOW OR MAKE UNNECESSARY CONTACT, WITH ANYONE WHILE I AM COLLECTING SIGNATURES. (INITIALS) _____

IF I, OR ANY PERSON WORKING WITH ME, NOT UNDER CONTRACT WITH KENNEDY ENTERPRISES, AM/IS REPORTED, BY ANY PERSON, ON MORE THAN 2 OCCASIONS, TO BE IN VIOLATION OF THE ABOVE, MY SIGNATURES WILL NO LONGER BE ACCEPTED BY THIS OFFICE OR ANY CLIENT UNDER CONTRACT. (INITIALS) _____

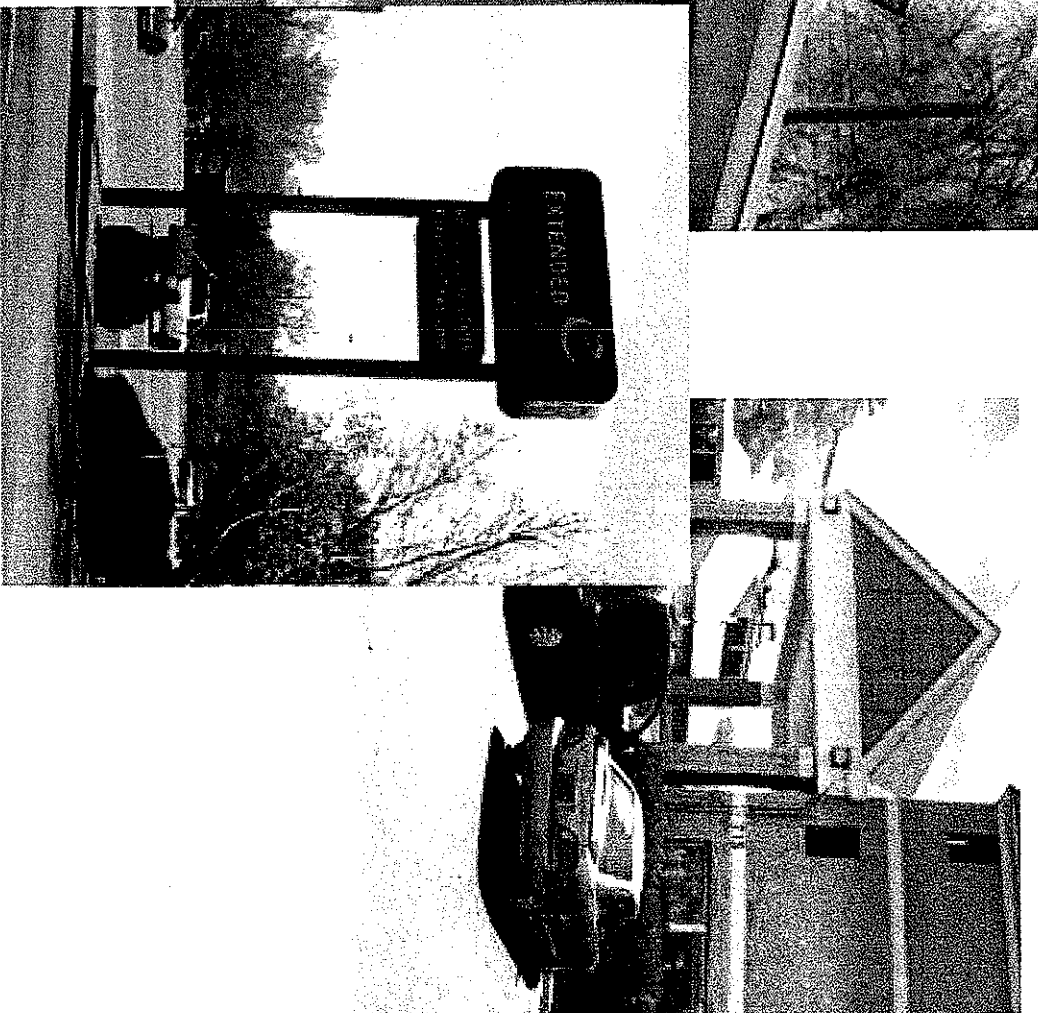
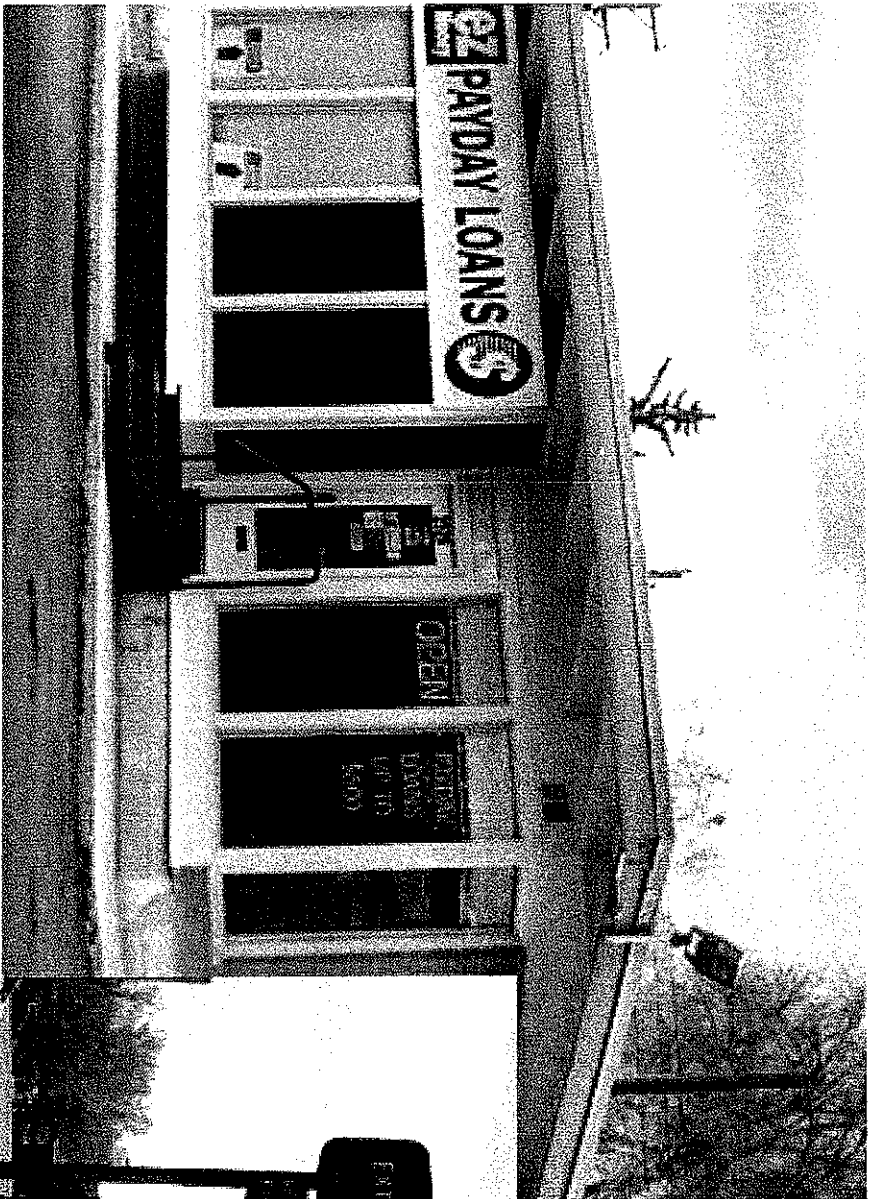
NAME (PRINTED) _____

SIGNATURE _____

DATE _____

David Vaughn
8000 East Quincy #500
12 petition sections with this address





Ted Tomaszewski

Payday Loan Store - 2526 S. Broadway

Extended Stay America Hotel - 751 Kipling

13 petition sections

A grainy, black and white photograph of a dirt road. In the center, a dark-colored vehicle, possibly a truck or SUV, is driving away from the viewer. The road is flanked by dark, dense vegetation on the right side. The overall image quality is poor, with significant noise and low contrast.

Richard Kruse
10633 44th Trail J Path, Cotopaxi
9 petition sections

CIRCULATOR INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made this _____ day of _____ 2008
between KENNEDY ENTERPRISES
("Company") and _____
independent contractor ("Contractor").

1. Contractor agrees to collect signatures of registered voters on petitions for the initiatives ("Initiative") provided by Company. Such services by Contractor are to be performed in a competent and professional manner. Contractor shall do nothing which will embarrass or which could cause adverse publicity to the Initiative, its proponents or Company. Contractor shall take reasonable steps to insure that signatures obtained are not forged or fraudulent.

2. In consideration for the services to be performed by Contractor, Company shall pay Contractor in the amount as notified by Company prior to the circulation of the individual initiative. It is contractor's responsibility to turn in signatures twice per week at the location, day and time indicated so as to keep informed of the initiatives' completion. If you do not turn your signatures in at turn-in times you may miss the deadline and therefore will not be paid for any signatures. Turn-in times are subject to change and you will be notified of any time changes.

3. Contractor agrees that at least seventy five percent (75%) of all signatures submitted to Company will be of registered voters qualified to sign the Initiative petition. Company shall be the sole determining factor as to whether or not the Contractor has met this requirement. If Contractor's validity rate falls below 75% on any one turn-in, Company will only pay for valid signatures as stated on the validity report and this contract may be terminated, at the discretion of the Company. (e.g. A turn-in of 100 signatures @ \$50, if the rate of valid signatures is only 65% Company will only pay for 65% of the 100 signatures you turned in. Payment would be \$32.50 versus \$50.00.

4. Company will supply Contractor with the necessary petitions. No other petition forms will be accepted.

5. Contractor will determine where and when he will collect signatures so long as Contractor does so in compliance with all state and local laws.

6. No state, federal income tax, or FICA (social security) tax shall be withheld from payments to the Contractor by Company.

7. No federal, state unemployment insurance, state disability insurance, and worker's compensation insurance shall be withheld or paid by Company on account of Contractor.

8. To protect the integrity of Colorado's initiative process and for the consideration expressed herein, the undersigned contractor agrees to only contract with companies whose principal place of business is in Colorado in regard to gathering

signatures. Contractor is otherwise free to work any and all other means of compensation as deemed necessary.

9. This Agreement is not intended to create a relationship of agency, partnership, joint venture, employment or otherwise between Contractor and Company. Contractor is an independent contractor.

10. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services by Contractor for Company and contains all of the covenants and Agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding or enforceable. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged. This Agreement contains no implied covenants or conditions.

11. This Agreement will be governed by and construed in accordance with the laws of the State of COLORADO.

12. Time is of the essence of this Agreement and all provisions hereof and shall extend to and terminate by December 31, 2008.

13. Any waivers or amendment of this Agreement must be in writing. No acquiescence in or waiver of a breach or modification of any term or covenant or condition shall be construed to be an acquiescence or waiver in regard to any succeeding breach.

14. Contractor warrants that he/she has read and understands the laws governing the circulation of petitions.

Executed at the State of COLORADO on the date and year first above written.

COMPANY NAME: KENNEDY ENTERPRISES
ADDRESS: 1045 Garden Of The Gods Rd. Ste G
Colorado Springs, CO 80907
PHONE: (719) 522-1101
SIGNATURE/DATE: [Signature]
CONTRACTOR NAME: _____
ADDRESS: _____
PHONE: _____
SIGNATURE/DATE: _____
Social Security Number: _____

STATE OF COLORADO
Department of State
1700 Broadway
Suite 300
Denver, CO 80290



Mike Coffman
Secretary of State

Andrew Whitfield
Acting Director, Licensing & Enforcement Division

May 27, 2008

Karen Steinhauser
Isaacson Rosenbaum P.C.
633 17th St., Ste. 2200
Denver, CO 80202

Re: Right to Work Notaries

Dear Ms. Steinhauser:

The Division of Licensing and Enforcement at the Secretary of State's office was asked to verify two notaries as defined under Article 55 of Title 12, Colorado Revised Statutes. A search was performed for the records of purported notaries James Austen, Janet Brown, Julia Furrer, Sam Hughes, Jared Schmidt, and Jennifer Westrob.

Our records indicate that four of the five notaries researched including James Austen, Julia Furrer, Sam Hughes, Jared Schmidt, and Jennifer Westrob have never been commissioned notaries in the State of Colorado.

If this office can be of further assistance, please do not hesitate to contact me.

Sincerely,

Andrew Whitfield
Acting Director, Licensing & Enforcement

Main Number
TDD
Fax

(303) 894-2200
(303) 869-4867
(303) 869-4871

Web Site
E-mail - Licensing

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sos.licensing@sos.state.co.us