

**IN THE CIRCUIT COURT
FOR THE FOURTH JUDICIAL CIRCUIT
FAYETTE COUNTY, ILLINOIS**

BRANDE DUNN, MICHAEL DUNN,)	
)	
Plaintiffs,)	2021LM10
)	
vs.)	Case No. 2021-LM-_____
)	
ALLISON SALINAS, CITIZENS FOR SALINAS,)	
FRIENDS OF ALLISON SALINAS CAMPAIGN)	
FOR U.S. SENATE)	
)	
)	
Defendants.)	

COMPLAINT

NOW COMES, Plaintiff, Brande Dunn (“Brande”) and Michael Dunn (“Michael”), by and through their counsel, Thomas G. DeVore and the Silver Lake Group, Ltd., bringing this Complaint against the Defendants, Allison Salinas, Citizens for Salinas, and Friends of Salinas Campaign for U.S. Senate (hereinafter collectively referred to as “Salinas”), and in support of their position states as follows:

FACTS RELATIVE TO ALL COUNTS

- 1) Brande is a citizen and resident of Fayette, County, IL.
- 2) Michael is a citizen and resident of Fayette County, IL.
- 3) Salinas is a citizen and resident of Tazewell County, IL.
- 4) At all times relevant, Salinas was holding herself out to be a candidate for U.S. Senate covering the entire State of Illinois.
- 5) On or about January 14, 2021, Salinas filed her statement of candidacy with the Federal Election Commission. (See Exhibit A)

- 6) As a part of her federal political campaign, Salinas was searching for a campaign staff, which staff included the position of technical advisor. (See exhibit B)
- 7) Salinas directly solicited Brande within Fayette County and offered her the position of technical advisor which position paid \$1,500.00 per week. (See Exhibit B)
- 8) Brande accepted this employment for the agreed upon compensation.
- 9) Brande began her employment on January 10, 2021.
- 10) Salinas admitted her campaign owed Brande \$12,000.00 and stated she overnight mailed a check on March 01, 2021 for this amount. (See Exhibit C)
- 11) Brande ceased her employment on March 06, 2021 due to, *inter alia*, Salinas failure to pay her the compensation owed as agreed upon.
- 12) Salinas offered the position of security personnel to Michael.
- 13) Salinas offered Michael \$2,500.00 as starting pay.
- 14) Salinas admitted her campaign owed Michael \$2,500.00 and stated she overnight mailed a check on March 01, 2021 for this amount. (See Exhibit C)
- 15) Salinas never mailed the check to Brande for \$12,000.00 or the check to Michael for \$2,500.00.
- 16) These amounts of employee compensation remain unpaid.
- 17) As a part of Salinas campaign, she was allegedly hosting a gala (“Gala”) solely for the purpose of raising funds to be donated to men and women in uniform. (See Exhibit D)
- 18) The Gala was allegedly being put on by The Friends of Allison Salinas Campaign for U.S. Senate. (See Exhibit D)
- 19) The Gala was allegedly to occur at the Thelma Keller Convention Center in Effingham, IL. (See Exhibit D)

- 20) Salinas has publicly stated over 250 tickets have been sold for the Gala at a price ranging from \$75 to \$125 each.
- 21) As such, a total of \$18,750 to \$31,250 in ticket sales have been collected by Salinas.
- 22) The Gala has been cancelled and rescheduled numerous times and most recently the April 02, 2021 date was cancelled as well at the last minute.
- 23) The Thelma Keller Convention Center never received payment for the rental of the facility.
- 24) Upon information and belief, the April 02, 2021 date was cancelled due to Salinas failing to pay the \$15,000.00 rental fee to the Thelma Keller Convention Center in Effingham, IL.
- 25) Mike and Brande purchased tickets to the Gala totaling \$409.00.
- 26) The tickets were purchased through the Eventbrite online ticket sales service provider. (See Exhibit D)
- 27) Given Salinas failed to hold the Gala on April 02, 2021, Mike and Brande asked Salinas for a refund of their ticket purchase.
- 28) Salinas insists the refund must be procured through Eventbrite.
- 29) Eventbrite has locked Salinas account, presumably for violation of their terms of service, and has further advised Mike and Brande that all refunds must be procured directly through Salinas.
- 30) Upon information and belief, Eventbrite has transferred all funds to an account held by Salinas.
- 31) Salinas refuses to refund Mike and Brande's ticket purchase.
- 32) As a part of the Gala, Salinas solicited Mr. Trey Taylor to perform.
- 33) Mr. Taylor is a professional musician.
- 34) Mr. Taylor charges a performance fee of \$3,000.00.

- 35) Salinas solicited Brande to loan her the \$3,000.00 to pay Mr. Taylor. (See Exhibit E)
- 36) Salinas offered to pay \$500.00 in interest for the \$3,000.00 loan.
- 37) Brande advanced the funds to Mr. Taylor as requested in exchange for the promise to be paid \$3,500.00 in return.
- 38) Brande received the \$3,000 in funds back from Mr. Taylor due to his decision to not perform for Salinas.
- 39) Mr. Taylor decided not to perform, *inter alia*, after learning of Salinas criminal past.
- 40) Salinas has failed to pay Brande the \$500.00 in interest as agreed upon.

COUNT I
BREACH OF CONTRACT
(BRANDE DUNN)

- 41) Plaintiffs incorporates paragraphs 1-40 as if each is more fully incorporated herein.
- 42) Salinas offered to compensate Brande \$1,500.00 per week for her employment services.
- 43) Brande accepted the employment offer in exchange to be paid the agreed upon amount.
- 44) Brande performed all that was asked of her from January 10, 2021 until March 06, 2021.
- 45) Salinas has admitted she owes the unpaid wages of \$12,000.00.
- 46) As a direct result of Salinas failure to pay, Brande has suffered damages.

WHEREFORE, by reason of the above, it is hereby moved that the Court enter an Order as follows:

- A. Finding the Defendant entered into a binding agreement; and
- B. Finding the Defendant breached the agreement; and
- C. Entering judgment in favor of the Brande Dunn and against the Defendant for \$12,000.00; and

D. Entering judgment in favor of the Brande Dunn and against the Defendant for her costs; and

E. For such other and further relief as this Court deems just and proper.

COUNT II
WAGE PAYMENT AND COLLECTION ACT
(BRANDE DUNN)

47) Plaintiffs incorporates paragraphs 1-40 as if each is more fully incorporated herein.

48) Salinas offered to compensate Brande \$1,500.00 per week for her employment services.

49) Brande accepted the employment offer in exchange to be paid the agreed upon amount.

50) Brande performed all that was asked of her from January 10, 2021 until March 06, 2021.

51) Salinas has admitted she owes the unpaid wages of \$12,000.00.

52) As a direct result of Salinas failure to pay, Brande has suffered damages.

WHEREFORE, by reason of the above, it is hereby moved that the Court enter an Order as follows:

A. Finding the Defendant entered into a binding agreement; and

B. Finding the Defendant breached the agreement; and

C. Entering judgment in favor of the Brande Dunn and against the Defendant for \$12,000.00; and

D. Entering judgment in favor of the Brande Dunn and against the Defendant for her costs and reasonable attorney fees; and

E. For such other and further relief as this Court deems just and proper.

COUNT III
BREACH OF CONTRACT
(MICHAEL DUNN)

53) Plaintiffs incorporates paragraphs 1-40 as if each is more fully incorporated herein.

- 54) Salinas offered to compensate Michael \$2,500.00 as his starting pay for security personnel.
- 55) Michael accepted the employment offer in exchange to be paid the agreed upon amount.
- 56) Michael performed all that was asked of him.
- 57) Salinas has admitted she owes the unpaid wages of \$2,500.00.
- 58) As a direct result of Salinas failure to pay, Michael has suffered damages.

WHEREFORE, by reason of the above, it is hereby moved that the Court enter an Order as follows:

- A. Finding the Defendant entered into a binding agreement; and
- B. Finding the Defendant breached the agreement; and
- C. Entering judgment in favor of the Michael Dunn and against the Defendant for \$2,500.00; and
- D. Entering judgment in favor of the Michael Dunn and against the Defendant for his costs; and
- E. For such other and further relief as this Court deems just and proper.

COUNT IV
BREACH OF CONTRACT
(BRANDE DUNN)

- 59) Plaintiffs incorporates paragraphs 1-40 as if each is more fully incorporated herein.
- 60) Salinas offered to compensate Brande \$500.00 in interest in exchange for loaning her \$3,000.00 to pay Mr. Trey Taylor his performance fee.
- 61) Brande accepted those terms and lent Salinas the \$3,000.00 in exchange for the return of \$3,500.00 after the Gala was completed.
- 62) Brande advanced the funds in the amount of \$3,000.00 to Mr. Taylor.

63) Brande has only received her \$3,000.00 in return and the \$500.00 in interest is still outstanding.

64) As a direct result of Salinas failure to pay, Brande has suffered damages.

WHEREFORE, by reason of the above, it is hereby moved that the Court enter an Order as follows:

- A. Finding the Defendant entered into a binding agreement; and
- B. Finding the Defendant breached the agreement; and
- C. Entering judgment in favor of the Brande Dunn and against the Defendant for \$500.00; and
- D. Entering judgment in favor of the Brande Dunn and against the Defendant for his costs; and
- E. For such other and further relief as this Court deems just and proper.

COUNT V
FRAUD
(BRANDE AND MICHAEL DUNN)

65) Plaintiffs incorporates paragraphs 1-40 as if each is more fully incorporated herein.

66) Salinas solicited the general public to purchase tickets for a Gala which was to be held at the Thelma Keller Convention Center in Effingham, IL on April 02, 2021.

67) The Gala was advertised to be an event to raise funds for men and women in uniform.

68) In reliance upon the solicitation of Salinas, Brande and Michael purchased tickets to the Gala in the amount of \$409.00.

69) According to Salinas, she collected total ticket funds ranging between \$18,750 to \$31,250.

70) Salinas cancelled the event which was to be held at the Thelma Keller Convention Center in Effingham, IL on April 02, 2021 just a couple of days prior to the event.

- 71) The event has not been rescheduled at the Thelma Keller Convention Center in Effingham, IL as the event center requires payment in full of the \$15,000.00 outstanding rental fee before a new date can be scheduled.
- 72) Brande and Michael sought a refund of their ticket purchase from Salinas.
- 73) Salinas states the refund must be procured through Eventbrite which was the online ticket service used by Salinas.
- 74) Eventbrite states that refunds must be procured through Salinas directly.
- 75) Upon information and belief, Salinas has transferred the funds from Eventbrite to her personal account.
- 76) Salinas made a statement (the "Statement") she was holding a Gala on April 02, 2021 at the Thelma Keller Convention Center in Effingham, IL to raise money for men and women in uniform.
- 77) When Salinas made the Statement, she knew or believed it to be false when she made it.
- 78) Salinas made the Statement to induce, among others, Mike and Brande to send her funds for the alleged purchase of tickets to the Gala.
- 79) In justifiable reliance upon the Statement of Salinas, Mike and Brande sent her \$409 for the alleged purchase of tickets to the Gala.
- 80) Salinas refuses to return the money she fraudulently extorted from Mike and Brande and as such they have been damaged in the sum of \$409.00.

WHEREFORE, by reason of the above, it is hereby moved that the Court enter an Order as follows:

- A. Finding Salinas made a false statement; and
- B. Finding Salinas knew or believed the statement to be false when she made it; and

- C. Finding Salinas intended to induce the Plaintiffs to purchase tickets to the Gala with the statement; and
- D. Finding the Plaintiffs justifiably relied upon the statement and therefore submitted the ticket money to Salinas; and
- E. Finding the Plaintiffs have been damaged by relying upon the statement; and
- F. Entering judgment in favor of the Plaintiffs and against the Defendant for \$409.00; and
- G. Entering judgment in favor of the Plaintiffs and against the Defendant for their costs as well as reasonable attorney fees; and
- H. For such other and further relief as this Court deems just and proper.

Respectfully submitted,

Silver Lake Group, Ltd.

By: /s/ Thomas G. DeVore
Thomas G. DeVore
IL Bar No. 6305737
silver lake group ltd.
Attorney for Plaintiffs
118 N. 2nd St.
Greenville, IL 62246
Phone 618-664-9439
tom@silverlakelaw.com

VERIFICATION BY CERTIFICATION

The undersigned hereby certifies under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, that the statements set forth in this document are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that [he] [she] verily believes the same to be true.

/s/ Brande Dunn
Brande Dunn

VERIFICATION BY CERTIFICATION

The undersigned hereby certifies under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, that the statements set forth in this document are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that [he] [she] verily believes the same to be true.

/s/ Michael Dunn
Michael Dunn

FEC FORM 2

STATEMENT OF CANDIDACY

1. (a) Name of Candidate (in full) salinas, allison, , ,			2. Candidate's FEC Identification Number S2IL00143	
(b) Address (number and street) 1513 s capitol st		<input type="checkbox"/> Check if address changed		
(c) City, State, and ZIP Code pekin IL 61554		3. Is This Statement <input checked="" type="checkbox"/> New (N) OR <input type="checkbox"/> Amended (A)		
4. Party Affiliation REPUBLICAN PARTY	5. Office Sought Senate	6. State & District of Candidate IL 00		

DESIGNATION OF PRINCIPAL CAMPAIGN COMMITTEE

7. I hereby designate the following named political committee as my Principal Campaign Committee for the 2022 election(s).
(year of election)

NOTE: This designation should be filed with the appropriate office listed in the instructions.

(a) Name of Committee (in full) citizens for salinas		
(b) Address (number and street) 1513 s capitol st		
(c) City, State, and ZIP Code pekin IL 61554		

DESIGNATION OF OTHER AUTHORIZED COMMITTEES

(Including Joint Fundraising Representatives)

8. I hereby authorize the following named committee, which is NOT my principal campaign committee, to receive and expend funds on behalf of my candidacy.

NOTE: This designation should be filed with the principal campaign committee.

(a) Name of Committee (in full)		
(b) Address (number and street)		
(c) City, State, and ZIP Code		

I certify that I have examined this Statement and to the best of my knowledge and belief it is true, correct and complete.

Signature of Candidate salinas, allison, , , <i>[Electronically Filed]</i>	Date 01/14/2021
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NOTE: Submission of false, erroneous, or incomplete information may subject the person signing this Statement to penalties of 2 U.S.C. §437g.

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< 2 Allison L Salinas

Give me a second

Ok

Position: Technical Advisor.
Pay: \$1500 weekly. Plus reimbursement for travel, lodging and clothing for campaign events.
Duties: You would run my entire Advising team so you would run a team of 20 to start- it will grow in time. You will advise me of anything related to my path for my campaign. From speeches to events, rallies etc. You will advise on Press Conferences as well.

That amount would go up after primaries and it would possibly be a position that would lead into a washington position when I win

You know I have a medical background correct lol

yes

So they come up with the ideas and I weir' in?



And events and rallies I'll have

This person is unavailable on Messenger. More options



yes I can have your paycheck
over nighted on Monday



it will need to be signed for

So that's \$12,000 on my
paycheck? This way I won't be
asking you 10 more times

Someone will be here.

lol yep



along with Mikes
paycheck too

Ok what's his?

\$2500

because it's his starting pay.
From there, it will be by events

But I wanted to start



To Our Heroes Gala

THE MEN AND WOMEN IN UNIFORM

April 02, 2021 4:00-9:00PM

1202 N Keller Dr. Effingham, IL

THELMA KELLER CONVENTION CENTER

Special Guest Performer:

TREY TAYLOR — Trey Taylor Music

**Plated Dinner with Dessert—Silent Auction—Raffle Drawing
Entertainment—Awards Ceremony**

Speakers: *Theresa Raborn, Ben Bierly, Allison Salinas, and more to be announced!*

DJ: Langston Jackson, performer Charlotte Sass,
Ashley Bean—Ashley Bean Band—and more!

— Ticket Link: EventBrite.com —

Discounted Tickets For Uniformed Guests

Sponsors: THE HERBAL ORACLE, WALTER AND LIZ MI-
CHAELS, THERESA RABORN, MADMAN PRINTING, BACK
THE BLUE ILLINOIS, HOME AGAIN REALITY

SPONSORED BY:

The Friends of Allison Salinas Campaign for U.S. Senate

EXHIBIT

D

tabbies

for yep



along with Mikes
paycheck too

Ok what's his?

\$2500

because it's his starting pay.
From there, it will be by events



But I wanted to start
him somewhere

Also can you have Trey send
me an invoice to
er_angel2000@yahoo.com. I'll
pay it as soon as I get it.



Ok thank you so much.

It will be from jimmy- which is
treys guy. That's who Trey put