BEFORE THE WEST VIRGINIA ETHICS COMMISSION

IN RE:

VCRB 2025-17

Derin Stidd,
WV Registered Lobbyist

Conciliation Agreement

The West Virginia Ethics Commission and Derin Stidd freely and voluntarily enter into the following Conciliation Agreement pursuant to W. Va. Code § 6B-2-4(t) to resolve this matter without any finding of violation or admission of wrongdoing by Derin Stidd. This Agreement is entered into in the spirit of cooperation and transparency, and to serve an educational and cautionary purpose regarding grass roots lobbying efforts such as petition gathering and activities, based upon the facts set forth below.

Findings of Fact

Derin Stidd ("Respondent" or "Stidd") at all times pertinent herein, was a registered lobbyist in the State of West Virginia.

The Ethics Commission has jurisdiction to regulate the profession of lobbying in West Virginia by virtue of W. Va. Code §§ 6B-3-1 through 6B-3-11.

The Ethics Commission has jurisdiction over matters involving West Virginia lobbying laws as they relate to registered lobbyists, such as Derin Stidd, pursuant to W. Va. Code § 6B-3-9(b).

At all times pertinent herein, Stidd was and remains employed by Young Americans for Liberty, Inc., formerly d/b/a American Action Fund ("YAL") as a lobbyist during the 2025 West Virginia legislative general session to lobby on several pieces of legislation, including the repeal of vaccine mandates in West Virginia. In furtherance of his efforts on behalf of YAL, Stidd, through his employer, engaged a commercial vendor that

provides advocacy software, including a petition-management platform, to facilitate an online petition program to collect signatures from West Virginia citizens in support of the repeal of vaccine mandates.

On or about March of 2025, Stidd posted a video on the Facebook page of Young Americans for Liberty, Inc., in which he stood beside large boxes to document the delivery of petition letters to West Virginia Legislators. The video was intended to demonstrate the scope of citizen participation in the petition program, in support of repealing the vaccine mandates in West Virginia.

The petitions are one-page letters urging repeal of the vaccine mandates in West Virginia, containing the type-written name and accompanying zip code of West Virginia citizens at the bottom.

Stidd maintains that to his knowledge and information, the petition program was operated through a vendor, an industry-leading commercial advocacy software provider, using the vendor's proprietary petition-management platform. The vendor provided Stidd and his employer with the ability to conduct email outreach, through the vendor, to a large number of people living in certain legislative districts to use in the petition outreach program. Individuals on this list were contacted via email written by YAL and deployed by the vendor to the database vendor had selected. Individuals, upon clicking a unique-to-recipient link in the specific email they received, were directed to a vendor-hosted webform containing the petition language where they would confirm their personal information pre-filled through the unique link, or provide that information if not there, and click submit. Additional generic links to complete the petition using the vendor webform, which did not forward any of the unique data held by the vendor to pre-populate the webform fields, were posted on YAL’s Facebook and webpages. In these ways, and only these ways, was an individual’s name and zip code added to the vendor-held list for YAL to download onto physical petition letters. Stidd maintains to his knowledge, no names were added to the petition letters outside of this technology-driven workflow going through the vendor webform.

The complainant herein, upon receiving the petition letters, recognized some of the citizen names appearing at the bottom of the letters and sought to contact these individuals to discuss their positions on the vaccine mandate issue.

The complainant herein alleges he contacted three individuals whose names appeared on the petition letters, each of whom indicated either they, or their spouse, did not recall signing the petition or consenting to the use of their name. Each of these three individuals was among those included in the final list of completed petition signers provided by the vendor to Stidd and his employer to include on the petitions as signers.

The Ethics Commission conducted further inquiry and identified additional individuals whose names appeared on the petition letters who similarly indicated they did not recall participating in the petition program. The precise number of such individuals was not provided to Stidd and the specific circumstances surrounding their petition submissions were not conclusively established during the course of the inquiry.

The foregoing circumstances may have occurred due to a a technical anomaly or data discrepancy within the vendor platform and/or its underlying dataset, whereby information in the dataset may not have accurately corresponded to the individuals who completed the petition webform submission process. The existence and precise nature of any such data discrepancy could not be definitively established during the course of the inquiry.

Stidd and YAL reasonably relied on the vendor as an industry-leading commercial petition-management software vendor to provide reliable contact data for individuals that the vendor communicated with, and to operate a petition platform with appropriate mechanisms to ensure petition submissions reflected the participation of the individuals contacted during the program and whose names appeared on the petitions.
Stidd and his employer fully cooperated with the Ethics Commission inquiry including making good-faith efforts to assist in understanding vendor’s representations

about how it sourced and managed individual contact data, and what processes the vendor employed to ensure individuals whose names appeared on petition letters had completed the petition submission process. The parties believe the vendor cooperated in the inquiry to its best ability, but was necessarily limited in its efforts as customer data is purged 30 days after the end of the grass roots campaign per the vendor's customer agreement.

Discussions with Stidd, his employer, and vendor did not yield definitive answers to how incorrect user names may have appeared in some of the petitions.

This matter serves as a cautionary illustration of the risks that may arise when registered lobbyists and advocacy organizations use grass roots signature campaigns even when they rely on even reputable third-party commercial platforms, such as the vendor herein, to conduct petition and outreach programs. Stidd maintains that at all times he acted in good faith and did not knowingly or intentionally engage in any conduct intended to deceive or mislead any Legislator. Stidd agrees that he and his employer, in future petition drives, will take steps to work with any vendor to provide and save proof of an adequate audit trail of data on each signature provided to resolve issues of authenticity of any petition signatures should questions arise.

Relevant Legal Provisions

This Conciliation Agreement is entered into pursuant to W. Va. Code 6B-2-4(t), which authorizes the West Virginia Ethics Commission to resolve matters through voluntary conciliation agreements. No finding of violation of the West Virginia Governmental Ethics Act or any other provision of West Virginia law is made pursuant to this Agreement, and no admission of wrongdoing by Derin Stidd is required or implied. The Commission's exercise of this authority in this instance reflects the parties extensive efforts to understand the nature of the error that occurred in this matter as well as the mutual commitment to resolving this matter cooperatively and without adversarial proceedings.

Nothing in this Agreement shall be construed as a finding, determination, or admission that Derin Stidd violated any provision of the West Virginia Governmental Ethics Act or any other applicable law or regulation.

Conciliation Statement

I, Derin Stidd, do not admit any violation of the West Virginia Governmental Ethics Act or any other provision of West Virginia law. I enter into this Conciliation Agreement freely and voluntarily, without any finding of wrongdoing on my part, to resolve this matter cooperatively and in the interest of promoting transparency and best practices in the lobbying profession. I affirm that I acted in good faith throughout the petition program and reasonably relied upon an industry-leading commercial advocacy software vendor and its proprietary petition-management platform selected by my employer, to facilitate the petition outreach program in a lawful and reliable manner, including providing and utilizing reliable individual contact data. To the extent discrepancies existed between the contact data provided and the actual participation of certain individuals in the petition program, I understand such discrepancies are most consistent with technical errors or data anomalies which were beyond my knowledge or control at the time. I did not intend to mislead any Legislator or member of the public in my efforts, and I affirm that no names were placed on petition letters outside of the affirmative webform submission process operated through vendor platform. In order to resolve this matter, I am entering into this Conciliation Agreement. I understand that for this Agreement to be finalized, the Ethics Commission must approve it. In consideration of the cooperative resolution of this matter, and without any admission of wrongdoing, I agree to the following:

A public acknowledgment, through the publication of this Conciliation Agreement pursuant to W. Va. Code 6B-2-4(t), that this matter has been resolved through the voluntary conciliation process, with no finding of violation and no admission of wrongdoing by Derin Stidd.

I and YAL will, in future petition drives, take steps to work with any vendor hired, to provide and save proof of an adequate audit trail of data on each signature to determine and resolve any issues of authenticity of any petition signatures should questions arise.

I understand and agree that if the Ethics Commission fails to approve this Conciliation Agreement, then this Conciliation Agreement is null and void and this matter will proceed before the Probable Cause Review Board, where it will be processed in accordance with the West Virginia Code and the Ethics Commission's Legislative Rules.
If the Ethics Commission approves the Agreement, it will enter an Order in which it approves the Agreement and sets forth the forward-looking commitments listed Above. Both parties understand that, pursuant to W. Va. Code § 6B-2-4(t), this Conciliation Agreement and Commission Order must be made available to the public.

/s/ Robert J. Wolfe
Robert J. Wolfe, Chairperson
West Virginia Ethics Commission

Date: 6/4/2026

/s/ Derin Stidd
Derin Stidd, Respondent

Date: 5/28/2026

BEFORE THE WEST VIRGINIA ETHICS COMMISSION

IN RE: **COMPLAINT NO. VCRB 2025-17**

Derin Stidd,
W. Va. Registered Lobbyist

COMMISSION'S ORDER

After considering the Findings of Fact, Relevant Legal Provisions, and Conciliation of Violations in the Conciliation Agreement, the West Virginia Ethics Commission finds that the Conciliation Agreement is in the best interests of the State and Derin Stidd, as required by W. Va. Code § 6B-2-4(t). In consideration of the cooperative resolution of this matter, and without any admission of wrongdoing, I agree to the following:

1. A public acknowledgment, through the publication of this Conciliation Agreement pursuant to W. Va. Code 6B-2-4(t), that this matter has been resolved through the voluntary conciliation process, with no finding of violation and no admission of wrongdoing by Derin Stidd.

2. I and YAL will, in future petition drives, conduct reasonable due diligence to ensure that any third-party vendor hired will be able to provide and maintain an adequate audit trail of data on each signature for a period of two years from date of signature to determine and resolve any issues of authenticity of any petition signatures should questions arise.

Date: June 4, 2026

/s/ Robert J. Wolfe, Chairperson
Robert J. Wolfe, Chairperson