

ORIGINAL

1 Your Name:Michael Willman  
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3 Phone Number: 1 (207) 242-4767  
4 Email Address: michael@websiteredev.com  
5 Pro Se

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JAN 13 2025  
CLERK, U.S. DISTRICT COURT  
NORTH DISTRICT OF CALIFORNIA

6 UNITED STATES DISTRICT COURT  
7 NORTHERN DISTRICT OF CALIFORNIA

8 Division: San Francisco

9 WPENGINE, INC., a Delaware  
10 corporation,

11 Plaintiff,

12 v.

13 AUTOMATTIC INC., a Delaware  
14 corporation; and MATTHEW CHARLES  
15 MULLENWEG, an individual,  
16 Defendant.

)  
)  
) Case Number: 3:24-cv-06917-AMO

)  
) **DECLARATION OF MICHAEL WILLMAN**  
) **IN SUPPORT OF MICHAEL WILLMAN'S**  
) **MOTION TO INTERVENE AND MOTION**  
) **FOR CONTEMPT**

)  
) DATE: February 23rd, 2025

)  
) TIME: 2PM

)  
) COURTROOM: Courtroom 10 - 19th Floor

)  
) JUDGE: Hon. Araceli Martinez-Olguin  
)

BY FAX

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I, Michael Willman, declare as follows:

1. I make this declaration in support of Intervenor Michael Willman’s Motion to Intervene and Motion for Contempt. I have personal knowledge of all the facts set forth in this declaration, and if called upon to do so by the Court, I could and would testify competently thereto.
2. I am the Chairman and CEO of the Website Redevelopment Corporation (Redev). I have held this position since the company's founding in January of 2023. My duties as Chairman and CEO include driving the direction of the company, leading development of website projects, selling website development services and solutions to clients, and ensuring my team is well trained and capable of the work we are doing. I am a veteran marketer and web developer, having over 10 years of marketing experience and 5 years of professional web development experience in addition to years of hobbyist experience. My team and I have been trusted by a number of different marketing and web development agencies to serve their clients, as well as working directly with a range of companies from small businesses to billion dollar multi-nationals. Our company solely sells websites developed on the Wordpress open source software platform.
3. Redev is a website development and consulting firm located in Washington, Maine. It employs a small team of remote contractors to develop Wordpress websites for direct and white label clients using the open source Wordpress software program.
4. On September 27th, 2024 after being informed of a ban from Wordpress.org services impacting all WP Engine clients, including one of our largest clients Stronger U Nutrition, I instructed my senior developer Jomar Corona to begin development of a plugin that would allow us to update the Wordpress core from a mirror of the Wordpress.org core directory hosted on our website instead of from Wordpress.org directly.
5. In October of 2024, in my position as CEO of Redev, I was engaged in pitching a website development project to a dispensary located in the state of Maine. The value of this contract

1 was \$14,500. The owner of the business decided to move forward with this project and signed  
2 the contract as proposed on or around October 1st of 2024. The owner paid a deposit of  
3 \$4,500 in cash upon signing the contract, with work to start on the 14th of October.

- 4 6. On October 3rd, 2024 I received a phone call from the owner to enquire about WP Engine  
5 being banned from Wordpress. The owner inquired if Redev uses their services, and I  
6 informed them that we did work with them but they did not host our client sites at this time.  
7 They had in the past but we no longer actively recommended their services to clients, and we  
8 hosted with another hosting provider. This satisfied them at the time and we continued plans  
9 to begin work.
- 10 7. On October 9th I was contacted again by the owner to enquire about a change that was made  
11 to the Wordpress.org website, which required a user to state that they are not an "affiliate" of  
12 WP Engine. The owner asked if I was an affiliate of WP Engine and I was forced to say yes. I  
13 had initially signed an affiliate agreement on behalf of my employer Nowspeed Marketing in  
14 2019 and had worked with WP Engine as a customer, user, and partner since that day. It would  
15 be very difficult to state that I was not an affiliate.
- 16 8. Upon being informed that I was an affiliate of WP Engine, and that this checkbox was an  
17 effective ban of myself and my company from Wordpress.org services, the owner of this  
18 business requested that I return his deposit and terminate the contract. We had a discussion  
19 about this but I was forced to admit that there was a significant change to the terms of the  
20 contract itself, and agreed to refund his deposit minus five hundred dollars to cover my costs  
21 to-date. I then visited the owner's establishment with the contract a few days after this  
22 discussion. We shredded both original copies of the contract and the statement of work, and I  
returned the rest of his deposit minus \$500.
9. Immediately after being informed of the contract termination, I had a conversation with Kris  
Clason, Director of Marketing at Growth Spark (a Trellis company). I have had a longstanding

1 relationship with Trellis and Growth Spark going back several years, predating my formation  
2 of Redev. During this conversation, I informed Kris that we had just lost a large contract, I did  
3 not know if we could continue to cover our expenses, and that I did not know if I could make  
4 our scheduled call with a client "DHS" as I was in the process of having a panic attack. I  
5 would eventually be able to calm myself down enough for the call, but relied heavily on Kris'  
6 to lead the call and take over from me at times due to my own state.

7 10. In the early hours of October 10th, I posted a message to the Make.Wordpress.org slack server  
8 channel "#meta" containing my full name and address and informing Matt Mullenweg that I  
9 had clicked the checkbox on Wordpress.org knowingly, despite being an affiliate of WP  
10 Engine.

11 11. Matt would respond, stating he had not filed any legal actions, and then proceeded to post a  
12 criticism of a website owned by an attorney named "Jonathan Perkins" who is located in  
13 Connecticut. Mr Perkins and his law firm were a past client of mine, and we had done a  
14 recovery project for them in the past where we rebuilt their old website in seven days. This  
15 project was referenced on the homepage of our website with a screenshot from that site.

16 12. Despite the current website hosted by Jonathan Perkins (located at <https://800perkins.com>) not  
17 resembling screenshots on our homepage, no statements made on our website that we had  
18 developed their current site, and no other evidence to back up an assumption that we had  
19 developed the current site, Matt Mullenweg proceeded to post a breakdown of technical issues  
20 with this site, alleging that these were issues that I was responsible for as the individual he  
21 presumed had built the site. He would then state he gets a lot of requests for referrals to  
22 developers and would be happy to refer them to me if I switched off of WP Engine.

23 13. In response, I informed him that we had not developed this website, and provided an  
24 alternative link to a website we had just launched for a major client.

25 14. Matt then proceeded to attempt to list issues with this site as well, but was only able to

1 reference a single typographical orphan that was only visible in a small non-standard screen  
2 resolution range. He would go on to later recommend that we sign up for the Automattic  
3 partnership program as well in this same conversation.

4 15. Shortly after this conversation started, still on October 10th, Matt Mullenweg proceeded to  
5 post two comments in the #announcements channel on the Make.Wordpress.org slack server  
6 referencing our discussion as an example of how to handle people who are ranting and kill  
7 them with kindness.

8 16. Late on October 10th, 2024 I was contacted by another client that we had been pitching a  
9 website development project to, who had given us a verbal agreement two weeks back and  
10 were finalizing a review of the proposed contract with their attorneys. They informed me that,  
11 due to the drama with Wordpress, they did not feel comfortable spending that money on a  
12 Wordpress website and were going to sign a contract with another company to build a Drupal  
13 website instead.

14 17. On October 11th, 2024, I posted a message to Kris Clason, Bill Aicher and Isaiah Bollinger  
15 from the leadership team at Trellis informing them that, due to the loss of these two contracts,  
16 I was not going to be able to continue our operations beyond December 31st in our current  
17 financial state. They would make several offers to help keep us in business and I would  
18 proceed to enter into negotiations with Trellis regarding an additional payment for services or  
19 other agreement that would allow us to continue to keep our doors open.

20 18. On October 12th, 2024, Matt Mullenweg created a channel called “#ranting” on the  
21 Make.Wordpress.org slack server, and set the description to read “A place for people ranting  
22 or complaining about WordPress or WordPress.org. Please keep non-WP rants elsewhere.”

23 19. Also on October 12th, 2024, Matt Mullenweg posts a blog titled “Secure Custom Fields”  
24 declaring that he has taken over control of the “Advanced Custom Fields” plugin repository  
25 and renamed it “Secure Custom Fields” as part of a fork. Importantly, he also declared that

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any website using the Wordpress automated update system would receive an update to Secure Custom Fields.

20. On or between October 12th and October 14th 2024, an automated WP Cron worker on a staging server for my website <https://willmanwebservices.com>, and on the servers for several other websites that I own, initiated a request for the latest files for the newly released version of "Advanced Custom Fields" published by WP Engine to the Wordpress.org repository. My computer system then received a response, claiming to be an updated set of files for this plugin, and proceeded to install them as instructed by their programming. These files were not the latest update to "Advanced Custom Fields" published by WP Engine, but instead replaced this plugin with a new plugin called "Secure Custom Fields" published by Automattic. I would revert this update in my dashboard and turn off automatic updates on the site.

21. On October 13th, I posted a message to the Make.Wordpress.org slack server containing a screenshot of a message posted by "otto4242" aka Samuel Woods, an employee of Audrey Capital (another company owned by Matt Mullenweg) and a volunteer for Wordpress.org. The screenshot contained, in part, the text "Edit: also, if you attack anybody else like you just attacked me in that post, I will slap you back so hard your head will roll". In this message I posted to Slack, I pinged @matt and asked "Why is an employee of Wordpress.org threatening to assault people on Reddit?"

22. Samuel would respond the same day by claiming in part that "Anybody reasonable can assume that "slapping someone so that their head rolls" is not a legitimate threat."

23. Matt Mullenweg would later respond the same day, saying in part "I disagree with @Otto's language there, and I am glad he apologized for it. I accept his apology. We all make mistakes."

24. On November 15th, I found that Trellis would not be making an on-time payment on their current invoice, within their net terms agreement, and would enter a state of breach of

1 contract. I announced a work stoppage to start on Monday morning, the 18th, and informed  
2 Trellis that effective immediately we were unable to continue to provide services due to the  
3 lack of payment. Trellis would complete payment within the cure period, however this was  
4 not sufficient to bring Redev to a financial state where it could continue operations, and thus  
5 the breach was never remedied. Redev and Trellis continued negotiations to attempt to resume  
6 work.

6 25. On November 18th, I notified two of our contractors “Michael Kelly” and “Jessie Celestial”  
7 that we needed to end their relationship with Redev due to a lack of funds to cover salary  
8 payments.

9 26. After extended negotiations, a draft contract term sheet was presented to me by Kris Clason of  
10 Trellis on December 9th. Upon review, I informed Kris that he had omitted key facts from the  
11 prior contract discussions, and he proceeded to inform me that they were withdrawing the  
12 contract term sheet.

12 27. On December 10th, 2024 I was notified by Kris Clason that Trellis was unable to come up  
13 with a contract that met both parties' expectations and that they would no longer be able to  
14 work with myself or Redev going forward.

15 28. On December 10th, 2024 I learned of a preliminary injunction that was upheld against Matt  
16 Mullenweg and Automattic. As a response to the injunction, I posted a link to the injunction  
17 document to the “#ranting” channel in the Make Wordpress slack server with the text  
18 “Provided without commentary”. I then posted another message stating “This account on  
19 slack.wordpress.org / wordpress.slack.com is operated by an affiliate and Related Entity of  
20 WP Engine.” and updated my slack profile to show my title as “Related Entity and Affiliate of  
21 WP Engine”.

21 29. On December 20th, 2024 Matt Mullenweg posted a blog article to the Wordpress.org News  
22 section titled “Holiday Break” where he stated that new account registrations and new

1 submissions to Wordpress.org would be paused during the holiday period, as a result of the  
2 lawsuit.

3 30. On December 23rd, 2024 after returning from a pawn shop where I had sold some personal  
4 items to cover Christmas costs for my son's presents, I received a phone call from a client  
5 asking how we were going to deal with the pause in updates to Wordpress.org and if there  
6 were any security issues at play. I assured them that this would not cause any issues with their  
7 site.

8 31. Also on December 23rd, I proceeded to post a new thread in the Make.Wordpress.org slack  
9 server with the following text: "Reading your "Holiday Break" article today and I just wanted  
10 to make sure you are aware you aren't just liable for damages to Automattic, you are also  
11 going to be liable for damages to a variety of other parties like myself when you lose. My  
12 personal losses due to your actions to-date are rapidly reaching six figures, including three  
13 laid off employees who are without a job over your "Holiday Break" due to your childish  
14 antics. In summary, please enjoy a miserable holiday break, you deserve it. Sincerely Yours, A  
15 Related Entity of WP Engine"

16 32. On December 24th, Matt Mullenweg posted a text thread submission to my subreddit  
17 r/WPDrama titled "What drama should I cause in 2025?"

18 33. On December 31st, 2025 while at dinner with my wife for our anniversary, I received a  
19 response from Matt Mullenweg to my Slack message on December 23rd. This would result in  
20 the conversation that ended with my account being deactivated sometime between January 3rd  
21 at 12:12PM EST and January 4th at 9:36AM EST. .

22 34. On January 4th at 9:36AM EST I accessed the Make.Wordpress.org slack via a different  
Wordpress.org account, after being unable to login with my primary account. Upon learning  
that my primary account had been deactivated, I sent the following message into the  
"#ranting" channel in the Make.Wordpress.org slack server: "@matt You banned me in



1 violation of a court order now, you realize that?” followed by “I’m booking my tickets to  
2 Houston now to file an emergency injunction, I’ll see you on Monday.” and then “IF YOU  
3 PERSONALLY VIOLATE THE PRELIMINARY INJUNCTION AGAINST  
4 WORDPRESS.ORG, YOU WILL BE HELD LEGALLY LIABLE. YOU ARE NOT  
5 PROTECTED BY THE CORPORATE VEIL.” posted with an excerpt of text taken from the  
6 preliminary injunction between WP Engine and Automattic, Inc and a screenshot of my  
7 deactivated account.

8 35. Matt Mullenweg proceeded to respond later that day with the following defamatory statement:  
9 “saying you’re flying to Houston (where I guess you think I am?) feels like a physical threat,  
10 which is not okay. Please leave this space”

11 36. On January 4th, 2025 I downloaded a screenshot of a Reddit message posted by u/otto4242  
12 from an unknown source. The screenshot is a copy of a screenshot that I originally posted to  
13 the Make.Wordpress.org Slack server on October 13th, 2024, in which Samuel Wood posted a  
14 threat of physical violence to the r/Wordpress subreddit that he moderated at the time. A true  
15 and correct copy of the screenshot is attached hereto as part of Exhibit B.

16 37. On Wednesday, January 8th 2025 a user named “Thijs Buijs” posted a message to the  
17 Make.Wordpress.org Slack server stating that he was stepping down from his role as team  
18 representative for the Wordpress Sustainability Team, and in response Matt posted a message  
19 that started with “Today I learned that we have a sustainability team.” and then would go on to  
20 say “it’s probably a good time to officially dissolve the team entirely.”

21 38. On January 8th, 2025, I downloaded a screenshot of a conversation between Lawrence  
22 Lodomery, Alex Standiford and Matt Mullenweg conducted on the Make.Wordpress.org slack  
server at an unknown date, that was posted to X/Twitter by @sereedmedia on September 26th,  
2024. A true and correct copy of the screenshot is attached hereto as part of Exhibit B.

39. On January 9th, 2025, I created two screenshots of a conversation between myself and Kris

- 1 Clason held on the Trellis Slack server on October 9th, 2024. A true and correct copy of the  
2 screenshots are attached hereto as part of Exhibit B.
- 3 40. On January 10th, 2025 Matt Mullenweg posted a comment as a response to the thread “Matt  
4 disbands sustainability team after representative steps down in protest” posted by Michael  
5 Willman to the subreddit r/Wordpress on January 9th, 2024.
- 6 41. On January 11th, 2025 Matt Mullenweg posted an article to the Wordpress.org News section  
7 titled “Joost/Karim Fork” in response to offers by Joost de Valk to lead a future release of  
8 Wordpress, announcing that he had banned Joost and four other prominent Wordpress users.
- 9 42. On January 11th, 2025 I took a screenshot of the creation of the #ranting channel on the  
10 Make.Wordpress.org slack server by Matt Mullenweg. A true and correct copy of the  
11 screenshot is attached hereto as part of Exhibit B.
- 12 43. On January 11th, 2025 I took a screenshot of the creation of an announcement made on the  
13 Make.Wordpress.org slack server by Matt Mullenweg. A true and correct copy of the  
14 screenshot is attached hereto as part of Exhibit B.
- 15 44. On January 11th, 2025 I took a screenshot of layoff notices provided by Michael Willman to  
16 Jessie Celestial and Michael Kelly via the Redev slack server on November 18th. A true and  
17 correct copy of the screenshot is attached hereto as part of Exhibit B.
- 18 45. On January 11th, 2025 I took a series of screenshots of conversation threads posted to the  
19 Make.Wordpress.org slack server by Michael Willman between October 14th and October  
20 23rd 2024, that show a legitimate use for the Make.Wordpress.org slack server as the leader of  
21 a community of over 1400 Wordpress users. A true and correct copy of these screenshots is  
22 attached hereto as Exhibit D.
46. On January 11th, 2025, I created five screenshots of a conversation between myself and Matt  
Mullenweg held on the Make.Wordpress.org slack server between December 23rd, 2024 and  
January 3rd, 2025. A true and correct copy of the screenshots are attached hereto as part of

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Exhibit B.

47. On January 11th, 2025, I created two screenshots of a conversation between myself (on an alternate account, "mwillman1991") and Matt Mullenweg held on the Make.Wordpress.org slack server on January 4th, 2025. A true and correct copy of the screenshots are attached hereto as part of Exhibit B.

48. On January 11th, 2025, I created two screenshots of a conversation between Thijs Buijs and Matt Mullenweg held on the Make.Wordpress.org slack server on January 8th, 2025. A true and correct copy of the screenshots are attached hereto as part of Exhibit B.

49. On January 11th, 2025, I created three screenshots of hours logged by my contractor Jomar Corona into the Redev Clickup server on the WP Core Update plugin project. A true and correct copy of the screenshots are attached hereto as part of Exhibit E.

50. On January 11th, 2025, I created a screenshot of a conversation between Michael Willman and Kris Clason held on the Trellis slack server on or around November 1st, 2024, regarding the specific amount of the second payment to be made to Redev on the Air Lift Company contract. A true and correct copy of the screenshots are attached hereto as part of Exhibit B.

51. On January 12th and 13th, 2025, I created ten screenshots of a conversation between Michael Willman and Matt Mullenweg held on the Make.Wordpress.org slack server between October 10th, 2024 and October 12th, 2024. A true and correct copy of the screenshots are attached hereto as part of Exhibit B.

52. On January 12th and 13th, 2025, I created several screenshots of websites that I own which are or have in the past had Secure Custom Fields installed on them against my will. A true and correct copy of the screenshots are attached hereto as part of Exhibit E.

53. On January 13th, 2025, I created a screenshot of a comment made by Matt Mullenweg on the r/Wordpress thread "Matt disbands sustainability team after representative steps down in protest". A true and correct copy of the screenshots are attached hereto as part of Exhibit B.

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54. On January 13th, 2025 I caused a screenshot of the article titled “Why Are Tumblr Users Making Memes About Cars And Hammers? Tumblr CEO PhotoMatt's So-Called 'Meltdown' And Controversy Explained” posted to the website Know Your Meme to be created. A true and correct copy of the screenshot is attached hereto as Exhibit C.

Respectfully submitted,

Date: 2025-01-13  
\_\_\_\_\_

Signature: *Michael Willman*  
\_\_\_\_\_

Print Name: Michael Willman  
\_\_\_\_\_

# EXHIBIT A

Redacted Copy of Contract and Statement of Work Signed on or around October 1st

## Statement of Work - REDACTED

Project Information	
Client Point of Contact	REDACTED
Email and Telephone	REDACTED
Agency Point of Contact	Michael Willman
Email and Telephone	<a href="mailto:michael@websiteredev.com">michael@websiteredev.com</a> 207-242-4767

Project Summary	
Start Date	October 14th, 2024
Deadline	January 14th, 2025
Hours Estimate	145
Project Overview	The purpose of this project is to build a new website for <b>REDACTED</b> , a retail store located in Maine. <b>REDACTED</b> wants this site to provide basic information on their products available for sale and to help promote their new store.
Project Scope	<p>Redev will develop a new website for <b>REDACTED</b>. Redev will design and build six page templates (Homepage, Product Archive, About/Contact Us, Single Product template, Blog Archive template, Single Post Template) on the <b>REDACTED</b> website. Designs will be provided to <b>REDACTED</b> in Figma and Redev will perform up to 2 revisions of each design within the scope of this SOW. Development begins once the pages are approved.</p> <p>Redev will implement a contact us form, sending form submissions to the email provided. Redev will configure and integrate the website with <b>REDACTED</b>. Redev will configure GA4 and GTM tags on the website to enable basic analytics tracking and tagging.</p> <p>Upon launch of the site, Redev will provide <b>REDACTED</b> and its employees up to 25 hours of training and website support above and beyond the signed maintenance agreement.</p>

All work completed as part of this Statement of Work is completed under the terms of the Mighty Doodle Website Maintenance Agreement included for signature with this document.

\_\_\_\_\_  
Provider Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Owner Signature

\_\_\_\_\_  
Date

## Website Maintenance Agreement

This website maintenance agreement is between WEBSITE REDEVELOPMENT CO., a(n) Delaware Corporation (the "Provider"), and REDACTED, a(n) individual (the "Owner").

The Owner is engaged in operating a medical marijuana dispensary in the state of Maine.

The Provider is engaged in the business of building websites, as well as maintaining and updating websites to keep them current and hosting websites so that users can access them over the internet.

The Owner wishes to engage the Provider to provide website development, maintenance, hosting and support services.

The parties therefore agree as follows:

### 1. ENGAGEMENT; SERVICES.

- (a) **Engagement.** The Owner retains the Provider to provide, and the Provider shall provide, the services described below, in connection with the maintenance of the Website (the "Services").
- (b) **Services.** The Provider shall:
- (i) develop a new website for The Owner, under the terms and conditions of the signed Statement of Work provided.
  - (ii) host the website on a Virtual Private Server, located in the datacenter of a major website hosting provider.
  - (iii) monitor the overall performance of the Website for functionality on a monthly basis;
  - (iv) procure any equipment, products, or third-party services required to maintain, repair, and update the Website. The Owner shall reimburse the Provider for its actual out-of-pocket cost, without any mark-up, for the purchase of that equipment, products, or third-party services and the Provider will obtain the prior consent of the Owner for any purchase to be made by the Provider of more than \$100.00. However, the Owner is not obligated to reimburse the Provider for any portion of services purchased by the Provider that extend beyond the termination of this agreement;
  - (v) perform any corrective maintenance services or repairs reasonably necessary to maintain the operation of the Website, with written approval from The Owner;
  - (vi) maintain a current back-up copy of the Website in a commercially reasonable manner and archive any files submitted by the Owner in secure locations suitable for those materials;
  - (vii) at the request of the Owner, make available at cost any software tools necessary for the Owner to update the Website directly, provided that the Owner will be responsible for all third-party license and storage fees;
  - (viii) monitor the overall performance of the Website for functionality, and maintain the Website;
  - (ix) provide the following reports on a monthly basis: CMS & plugin update
  - (x) provide minor updates to the Website, along with server and hosting support;
  - (xi) devote as much productive time, energy, and ability to the performance of its

duties hereunder as may be necessary to provide the required Services in a timely and productive manner;

- (xii) perform the Services in a workmanlike manner and with professional diligence and skill; provide Services that are satisfactory and acceptable to the Owner and take every step to ensure the Website remains functional and operating;
- (xiii) perform scheduled CMS and plugin updates on the website once per quarter;
- (xiv) maintain password secrecy and notify the Owner immediately of any loss or theft of passwords or if the confidentiality of any password has been compromised; and
- (xv) perform additional maintenance work above and beyond the 10 hours per month, using unused (banked) hours from the prior month or on an ad-hoc basis at the agreed upon hourly rate.

(c) **Of the Owner.** The Owner shall:

- (i) cooperate with the Provider to enable the Provider to ensure the Website remains functional and up to date;
- (ii) provide initial information and supply all materials comprising the then-current Website within 30 days of the Effective Date;
- (iii) monitor the content of the Website for items that need to be corrected or updated and provide those updates or corrections to the Provider as detailed in section 6; and
- (iv) maintain password secrecy and notify the Provider immediately of any loss or theft of passwords or if the confidentiality of any password has been compromised.

(d) **Exclusions.** The Provider is not responsible for the creation, design, development, or hosting of the Website. Accordingly, the following work is expressly excluded from the Services: maintenance of any web servers owned or leased by the Owner.

## 2. COMPENSATION.

(a) **Flat Fee.** The Owner shall pay \$100.00 per hour for the Services (the "**Service Fee**"). The Service Fee will not increase for a period of 1 years from the date of this agreement. In addition, The Owner shall pay \$149.00 per month for Hosting Services (the "**Hosting Fee**").

(b) **Additional Services.** Any revisions, additions, or redesigns requested by the Owner that are not specified in this agreement, or subsequent signed statements of work, will be considered "additional" and require separate agreement and payment. The Provider shall notify the Owner about any requested services that constitute additional services.

(c) **Schedule.** For any fixed scope service provided under a separate statement of work, The Provider will furnish an invoice at the start of the engagement, and full payment will be required before the project begins. For all other services provided under this agreement, The Provider shall invoice the Owner the Service Fee and Hosting Fee on a monthly basis. The Owner shall pay those invoices within 15 days of receipt. Each invoice will include any Additional Service Fee, as defined in subsection (d) below, if applicable.

(d) **Additional Service Fees.** Additional maintenance work requested or authorized by the Owner that falls outside the scope of the Services will be billed to the Owner at the Provider's standard rates for that work (the "**Additional Service Fee**").

(e) **Reimbursement.** The Provider will invoice the Owner for any reimbursements of actual out-of-pocket costs permitted on a monthly basis. Invoices for reimbursement will be paid within 30 days of receipt if receipts for those costs have been received by the Owner. The Owner will own any equipment or products for which the Owner reimburses the Provider.



### 3. TERM.

(a) **Term.** This agreement will become effective as described in section 20 and continue for an initial term of 1 year(s) (the "Term"). Unless either party gives written notice to the other at least 30 days before the end of the Term, this agreement will renew automatically for an additional 1-year term. This automatic extension will continue to apply at the end of each extended period until the agreement is terminated.

(b) **Termination Procedures.** This agreement may be terminated:

- (i) by either party, on provision of 30 days' written notice before the end of a Term;
- (ii) by either party for a material breach of any provision of this agreement by the other party, if the other party's material breach is not cured within 7 days of receipt of written notice.

(c) **Effects of Termination.** After the termination of this agreement, all licenses granted under this agreement will terminate unless they are expressly stated as surviving. The Owner shall promptly pay the Provider any outstanding amounts owed to the Provider for services rendered before the effective date of the termination. The Provider shall return to the Owner, at no cost, all materials and information the Owner has provided to the Provider in connection with this agreement, including a complete electronic copy of the then-current Website, upon request and no later than 30 days after the Termination Date.

### 4. CONFIDENTIAL INFORMATION.

(a) **Definition.** "Confidential Information" means this agreement and all nonpublic information of the Owner, in whatever form, pertaining to the business of the Owner, including information relating to the Owner's finances, customer records, and information, and all associated documentation and materials that the designates as being confidential when disclosing it to the Provider or that, under the circumstances of disclosure, ought to be treated as confidential by the Provider. Confidential Information also includes any information relating to the Owner's parent, subsidiaries, and affiliates. Confidential Information does not include information or data that is:

- (i) known to the Provider before its disclosure by the Owner without an obligation of confidentiality under another agreement;
- (ii) independently developed by the Provider without use of any Confidential Information;
- (iii) in the public domain when the Provider seeks to disclose or make use of it, other than as a result of disclosure by the Provider; or
- (iv) received by the Provider from a third party with a legal or contractual right to disclose that information or data.

(b) **Disclosure.** Neither party shall not use or disclose the Confidential Information of the other party, except in connection with the exercise of its rights or the performance of its obligations under this agreement. Both parties shall not disclose Confidential Information of the other party to any person other than its employees, agents, or independent contractors who have a need to know it in connection with this agreement, and who are under obligations of confidentiality substantially similar to this section. Both parties shall protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in any case with reasonable care. All Confidential Information made available under this agreement, including copies, shall be returned or destroyed by the other party, and certified as having been returned or destroyed, promptly after the termination of this agreement.

(c) **Exceptions.** Neither party will be in violation of this section if it discloses Confidential

Information that is required to be disclosed because of a valid order by a court or other governmental body or by applicable law or by the rules of any nationally recognized stock exchange. However, under these circumstances, said party shall notify the other party in writing of that disclosure to permit the other party to seek confidential treatment of that information.

#### 5. MAINTENANCE REQUESTS.

(a) **Procedure for Request.** The Owner shall submit all requests for maintenance (each, an "Owner Maintenance Request") to the Provider via email or slack message. An Owner Maintenance Request shall:

- (i) provide the Provider with clear and specific instructions;
- (ii) be reasonable in nature; and
- (iii) be within the scope of the Services.

All materials transferred to the Provider in connection with an Owner Maintenance Request must be in acceptable format, which shall be limited to the following: email to the relevant employee's @websiteredev.com email address, or via slack message in the Provider's slack server.

(b) **Review and Inspection.** The Provider shall promptly notify the Owner when the work required under an Owner Maintenance Request is complete so that the Owner can review that work to ensure its accuracy. The Owner shall notify the Provider of any errors, omissions, and other issues via email or telephone as soon as practicable following discovery. The Provider shall use its best efforts to resolve any errors, omissions, and issues as quickly as possible.

(c) **Routine/Corrective Maintenance.** All routine corrective maintenance should be scheduled for a time specified by the Owner and agreed to by the Provider.

(d) **Timing.** The Provider shall make all updates to the Website within 3 days from the time that Owner Maintenance Request is received. Any Owner Maintenance Request submitted by the Owner after 5 p.m. Eastern time or on Saturday, Sunday, or federal holidays will be deemed received on the next business day. If the work to be performed under any Owner Maintenance Request cannot be performed within the Maintenance Time, the Provider shall notify the Owner immediately.

#### 6. WEBSITE PROBLEMS; SECURITY.

(a) **Minimize Disruption.** The Provider shall use commercially reasonable efforts to minimize disruption of the Website and to schedule Website maintenance in accordance with this agreement.

(b) **Problems.** If there is a problem with the Website, the Provider shall provide the following levels of support:

- (i) **Urgent Problem.** If the Website suffers from an urgent problem, including the Website becoming unusable, the Provider understands that time is of the essence and will use best efforts to correct the problem as soon as possible. The Provider shall continue to update the Owner of the status of the problem until the problem is resolved, at which time, the Provider will immediately notify the Owner that the problem has been corrected.
- (ii) If the Provider becomes aware of an urgent problem before the Owner, the Provider shall immediately notify the Owner of that problem.
- (iii) **Nonurgent Problem.** If the Website suffers from a nonurgent problem, the Provider understands that time is of the essence and will use best efforts to correct the problem as soon

as possible. The Provider will continue to update the Owner of the status of the problem until the problem is resolved, at which time, the Provider will promptly notify the Owner during normal business hours that the problem has been corrected. If the Provider becomes aware of a nonurgent problem before the Owner becomes aware of it, the Provider shall notify the Owner during normal business hours of such problem.

- (c) **Back-up.** The Provider shall back-up the Website as set forth in this agreement.
- (d) **Security.** The Provider must take commercially reasonable steps to prevent unauthorized access to the Website and any of the Owner's Confidential Information, including any data collected on the Website.

#### **7. NATURE OF RELATIONSHIP.**

The relationship of the parties under this agreement is one of independent contractors, and no joint venture, partnership, agency, employer-employee, or similar relationship is created in or by this agreement. Neither party may assume or create obligations on the other party's behalf, and neither party may take any action that creates the appearance of such authority.

#### **8. NO CONFLICT OF INTEREST; OTHER ACTIVITIES**

During the Term, the Provider may engage in other website maintenance activities, except that the Provider may not accept work, enter into contracts, or accept obligations inconsistent or incompatible with the Provider's obligations or the scope of Services to be rendered for the Owner under this agreement.

#### **9. INDEMNIFICATION.**

- (a) **Of Owner by Provider.** At all times after the effective date of this agreement, the Provider shall indemnify the Owner against any award, charge, claim, compensatory damages, cost, damages, exemplary damages, diminution in value, expense, fee, fine, interest, judgment, liability, settlement payment, penalty, or other loss (a "**Loss**") or any attorney's or other professional's fee and disbursement, court filing fee, court cost, arbitration fee, arbitration cost, witness fee, and each other fee and cost of investigating and defending or asserting a claim for indemnification (a "**Litigation Expense**") arising out of:
  - (i) the Provider's gross negligence or willful misconduct arising from the Provider's carrying out of its obligations under this agreement; or
  - (ii) the Provider's breach of any of its obligations or representations under this agreement.
- (b) **Of Provider by Owner.** The Owner shall at all times indemnify the Provider against a Loss or Litigation Expense caused by any breach of any of the representations or agreements made by the Owner under this agreement.

#### **10. INTELLECTUAL PROPERTY.**

- (a) **No Intellectual Property Infringement by Provider.** The Provider represents that the use and proposed use of any software, programs, or applications to maintain, repair, or update the Website does not and shall not infringe, and the Provider has not received any notice, complaint, threat, or claim alleging infringement of, any trademark, copyright, patent, trade secrets, industrial

design, or other rights of any third party. To the extent the software, programs, or applications used to maintain, repair, or update the Website infringe on the rights of a third party, the Provider shall obtain a license or consent from that party permitting the use of those items.

(b) **No Intellectual Property Infringement by Owner.** The Owner represents to the Provider and unconditionally guarantees that all text, graphics, photos, designs, trademarks, hyperlinks, or other content on the Website are owned by the Owner, or that the Owner has permission from the rightful owner to use each of these elements, and will indemnify the Provider and its subcontractors against any liability, including any claim or suit, threatened or actual, arising from the use of those elements furnished by the Owner. The Owner further represents to the Provider that its domain names and URL listing do not infringe, dilute, or otherwise violate third-party rights or trademarks.

(c) **Owner Property Rights.** All text, graphics, photos, designs, trademarks, hyperlinks, or other content on the Website are the property of the Owner and the Provider has no ownership rights or other intellectual property rights to those items.

#### 11. GOVERNING LAW.

(a) **Choice of Law.** The laws of the state of Delaware govern this agreement (without giving effect to its conflicts of law principles).

(b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Sussex County County, Delaware.

#### 12. AMENDMENTS.

No amendment to this agreement will be effective unless it is in writing and signed by both parties.

#### 13. ASSIGNMENT AND DELEGATION.

(a) **No Assignment.** Neither party may assign any of its rights under this agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.

(b) **No Delegation.** Neither party may delegate any performance under this agreement, except with the prior written consent of the other party.

(c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section, it is void.

#### 14. COUNTERPARTS; ELECTRONIC SIGNATURES.

(a) **Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

(b) **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

#### 15. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this agreement to be unreasonable.

**16. NOTICES.**

(a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) **Addresses.** A party shall address notices under this section to a party at the following addresses: If to the Provider:

	Michael Willman
	5 Mecca Lane
	Washington, Maine, 04574
	michael@websiteredev.com

- If to the Owner:

	REDACTED
	REDACTED
	REDACTED
	REDACTED

(c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

**17. WAIVER.**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

**18. ENTIRE AGREEMENT.**

This agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement about the subject matter of this agreement. All prior and contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

**19. HEADINGS.**

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

**20. EFFECTIVENESS.**

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

**21. NECESSARY ACTS; FURTHER ASSURANCES.**

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

	Website Redevelopment Co.
Date:	By:
	Name: Michael Willman Title: CEO
	<b>REDACTED</b>
Date:	By:
	Name: <b>REDACTED</b>

**EXHIBIT B**



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Posted by @sereedmedia - Captured January 8th, 2025


 **Lawrence Ladomery** 8:19 PM  
 @matt - this was asked on X: is all this driven by an increasingly difficult financial position  
 Automattic is finding itself in?


 **Matt** 8:20 PM  
 Nope, Automattic is in an amazing financial position  
 🍷 1 🗨️  
 and I've been post-economic for probably 19 years now, I've made more than I could ever  
 spend in my lifetime. That's why I give so much away  
 🍷 1 🍷 1 🍷 1 🗨️


 **Alex Standiford** 🗨️ 8:21 PM  
 Literally nobody cares about that Matt  
 We're over here trying to protect our integrity and our clients and you're talking about A8Cs  
 finance.  
 🗨️ 8 🗨️


Conversation between Kris Clason and Michael Willman - October 9th  
 Trellis Slack Server - Private Messages - Captured January 10th, 2025

 **Mike Willman** 3:42 PM  
 I am mid panic attack right now as we just got banned from Wordpress.org  
 for being a WP Engine affiliate and lost a client over it.  
 So uh, can I get back to you on that

 **Kris Clason** 🗨️ 3:42 PM  
 Shit. OK

 **Mike Willman** 4:07 PM  
 Still mid panic attack  
 I'm not sure I can make DHS  
 I'm not sure it matters even, I don't know if we are still in business at this  
 point  
 especially with above re: airlift

 **Kris Clason** 🗨️ 4:29 PM  
 Are you serious?

 **Mike Willman** 4:29 PM  
 We just lost a deal about 20 minutes ago  
 I'll be on DHS

Conversation between Matt Mullenweg and Michael Willman - October 10th to 13th  
Make.Wordpress.org Slack Server - Channel #meta - Captured January 11th & 12th, 2025

Thread



Michael Willman Oct 10th, 2024 at 12:55 AM

Hey @matt, I wanted to let you know that I willfully clicked your checkbox on the new account registration page. That is despite being an indisputable WP Engine affiliate, as I have been part of their affiliate program for several years. I just wanted to send over my legal details so you know where to send any demand letters or lawsuits.

Michael Willman  
CEO - Website Redev  
5 Mecca Lane  
Washington, ME 04574  
michael@websiteredev.com



36 replies



matt Oct 10th, 2024 at 1:17 AM

I haven't filed any lawsuits, only WPE has. 😊

It's your choice based on your ethics and principles to check the box or not. You chose to despite considering yourself an affiliate? That's fine. People lie all the time. You can still use WordPress.org just fine.

I checked out your site, I think it's amazing you've built a business with 8 employees (distributed!) building WordPress sites.

You mention Jonathan Perkins on your home page, you should link to your clients! I had to Google him to find the site. It loads super fast, just like yours. One suggestion I'd make for their site is that on desktop, it's common for users to "click" a dropdown menu, which in your implementation adds a # and kind of disappears the menu in an inconsistent way. I've attached a quick video to show what I mean. On mobile it works great, though.

I hope you're very successful and can scale even beyond what you've achieved already.

People are always asking me for developer referrals and I have a lot of friends in Maine, if you ever switch off WPE let me know so I can send them your way.

Welcome to the WordPress community! This #meta channel is really more for improving the website. A message like this would probably be better as a DM in the future, especially since it includes personal details.

2 files



Michael Willman Oct 10th, 2024 at 1:24 AM

We actually did not build their current site, we did a rescue mission for them after another agency held them hostage and then they built a new site after.

Our most recent project can be found here: <https://strongeru.com/af360/>

Sadly we have to deal with their legacy site infrastructure (im not personally a fan of beaver builder), but we are in the process of a full rebuild. Would love your feedback on the landing page though.

**Stronger U Nutrition**

Fast-track Your Wellness Goals with the AF360 Challenge - Stronger U Nutrition  
Prioritize whole-you health with leveled-up training, nutrition, and recovery support  
in our 6-week program.

Est. reading time  
9 minutes





**Michael Willman** Oct 19th, 2024 at 1:06 AM  
In terms of the WP Engine, we don't recommend them to clients currently and use Cloudways for our own hosting. However, I do still generate residual affiliate payments and don't plan to give up a free check every month.

**matt** Oct 19th, 2024 at 5:01 AM  
That site looks a lot better than the lawyer one! My only note would be on this typographical orphan. Otherwise the site has a really clear call to action, states its case well. I see Zoom for all the scheduling stuff, what are you using for your checkout?  
Screenshot 2024-10-10 at 12:58:56 AM Long

### FREQUENTLY ASKED QUESTIONS ABOUT STRONGER U

Still not seeing what you're looking

**Michael Willman** Oct 19th, 2024 at 9:37 AM  
WooCommerce. We didn't build that Woo site but are part of the team maintaining it, and we've built/launched roughly a dozen Woo sites over the years (between myself as a contractor and my current team), from my estimates we've generated around \$50,000 in licensing revenue for Automattic over the last 5 years.

**matt** Oct 16th, 2024 at 11:47 AM  
That's amazing

Automattic has an agency program you should definitely get on it: <https://automattic.com/for-agencies/>

**Automattic**  
For Agencies  
Welcome to a new era of partnership with Automattic. We're on a mission to help your agency prosper and thrive with the best of what Automattic has to offer.  
Feb 27th, 2024 (1 MB)



**Michael Willman** Oct 10th, 2024 at 11:56 AM  
A few weeks ago, I would have jumped at that. Unfortunately we just lost a signed dev contract on Monday and we've had two prospects also take their projects in another direction. Due to these losses and the recent changes in the community, we've had to reconsider our use of WooCommerce going forward, as we do not believe we can adequately support our Woo customers in the way we can on WordPress.  
We're currently building out our own mirrors of the Wordpress repository to host our own core plugins on our own servers, so that we can ensure all of our clients have a robust update system in place. This isn't possible for our base site config in Woo, as many of the core plugins we use are paid Automattic plugins that we do not have a way to mirror at this time.

**Michael Willman** Oct 11th, 2024 at 12:09 PM  
How can we restore the confidence that our clients have in Wordpress and WooCommerce as a solution?

**matt** Oct 12th, 2024 at 9:14 PM  
Why do you need to build mirrors? We robustly update tens of millions of sites

**Michael Willman** Oct 12th, 2024 at 2:53 PM  
So that we can take the load and cost of updating our clients sites instead of expecting Wordpress.org to provide that service, for free, indefinitely. We may also wish to publish our own plugins in the future and ensure that our online listings and repositories remain under our control. Our clients would take it poorly if we allowed third parties to take over our repository files and allow that third party to push

**Michael Willman** Oct 12th, 2024 at 3:51 PM  
So that we can take the load and cost of updating our clients sites instead of expecting Wordpress.org to provide that service, for free, indefinitely. We may also wish to publish our own plugins in the future and ensure that our online listings and repositories remain under our control. Our clients would take it poorly if we allowed third parties to take over our repository files and allow that third party to push updates to their site without their agreement.

**Michael Willman** Oct 12th, 2024 at 4:47 PM  
An additional use of a mirror, which we have been asked to implement on the site of one of our clients already, is to implement additional moderation and manual review to the update process. A mirror would allow us to easily monitor plugin updates for changes to data such as the publisher of a plugin, as well as to ensure the integrity of the files being delivered. Relying on a third party for this puts our clients at risk from a security perspective.

**matt** Oct 12th, 2024 at 5:17 PM  
if they want to pay you for that, sure! .org serves 30k/RPS so even if you had thousands of clients it wouldn't show up as a blip.

**Michael Willman** Oct 12th, 2024 at 5:18 PM  
it was my understanding that providing Wordpress.org services was a significant cost and that the load of third parties that are not paying money towards these services risks the future of the Wordpress project.  
Is that not correct?

**matt** Oct 12th, 2024 at 5:32 PM  
We've run .org for 21 years with no downtime or security problems, happy to do it for decades more. There are many companies and allies that contribute to making it safe, robust, fast, and secure.

**Michael Willman** Oct 12th, 2024 at 5:48 PM  
Is there anything our organization should be doing to ensure that we can continue to retain access to Wordpress.org services in the future? Is there some minimum standard of support we should be maintaining, either at our current size or if we hit a certain larger size?

**matt** Oct 12th, 2024 at 6:12 PM  
There are companies bigger than WPE in the WordPress ecosystem that have full .org access, like Godaddy and Newfold. If we were to make a rule, it would be something like "don't sue us." Everyone else is, and has been for 21 years, fine.

**Michael Willman** Oct 12th, 2024 at 6:18 PM  
Godaddy paid a license fee though, correct? And WP Engine was banned before their lawsuit was filed? Or are you including a "cease and desist" under the umbrella of "don't sue us"? (replied)

**matt** Oct 12th, 2024 at 6:22 PM  
Godaddy has no trademark violations I'm currently aware of and usually a friendly conversation or email fixes things a lot faster than paying lawyers money to send C&Ds

**matt** Oct 12th, 2024 at 5:22 PM  
Godaddy has no trademark violations I'm currently aware of and usually a friendly conversation or email fixes things a lot faster than paying lawyers money to send CeDs

**Michael Willman** Oct 12th, 2024 at 6:28 PM  
Did Godaddy make any payments to Automattic, Wordpress.org, the Wordpress Foundation or yourself, to resolve the conflict you had in 2022? I'm trying to get a better idea of the expectations on large hosts, as we work with Cloudways currently.

**matt** Oct 12th, 2024 at 8:40 PM  
I can't comment on private business deals, often that sort of thing is covered by NDA

**Michael Willman** Oct 12th, 2024 at 7:01 PM  
Completely understandable, I know how that all goes. Given that Cloudways was purchased for \$350 million by Digital Ocean, and Digital Ocean has a market cap of over \$4 billion, does their own contribution of 8 hours per week to Five for our Future meet your expectations of a large host? Are we at risk of facing similar issues with our host, that customers of WP Engine have experienced over the past few weeks? And I just want to say, I appreciate your willingness to have a dialog despite my obvious opposition to your actions in this dispute, and im glad we have been able to have a civil conversation here.

**matt** Oct 12th, 2024 at 7:51 PM  
Likewise, I'm not aware of anyone mixing up Digital Ocean with WordPress. I haven't gotten any customer support requests for Digital Ocean or Cloudways. I'm not aware of any trademark violations they have, they seem to be strong, independent brands that make sense to customers.

**Michael Willman** Oct 12th, 2024 at 7:42 PM  
That's good to hear, we appreciate the relatively unique service that Cloudways provides and it would hurt to have to switch away. Some things we do with them are not possible elsewhere.  
Is there any way for more explicit guidance for hosts to be released? We do also consult with a Wordpress host who offers a boutique service, and they ended up changing some of their messaging which was materially similar to WP Engine's. They had based their messaging on that of other established hosts and aren't sure if their current messaging is acceptable. I can't ask you about their specific site (their owner understandably doesn't want to catch your attention at the moment) but more general guidance would be helpful.

**matt** Oct 12th, 2024 at 7:43 PM  
W.org maintains a list of recommended hosts here: <https://wordpress.org/hosting/>  
@wordpress.org  
WordPress Hosting | WordPress.org  
Blog Tool and Publishing Platform

Thread

**matt** Oct 12th, 2024 at 7:56 PM  
W.org maintains a list of recommended hosts here: <https://wordpress.org/hosting/>  
@wordpress.org  
WordPress Hosting | WordPress.org  
Blog Tool and Publishing Platform

**Michael Willman** Oct 12th, 2024 at 7:51 PM  
Sorry, I don't think I worded that right. Is there any more explicit guidance for companies that host Wordpress sites for third parties, to avoid violating your trademark on the term "WordPress"? Right now I know that use of "WP" is acceptable, and that hosts should avoid making it seem like they are an "official" part of "WordPress", "the Wordpress Foundation", "WordPress.org", "WordPress.com" or "Automattic, Inc" but are there any other terminology or statements that should be avoided specifically? For example, would a statement like "Your Servers Meet Managed Wordpress" as an H1 tag on a landing page be an issue?

**matt** Oct 12th, 2024 at 7:52 PM  
That's all covered by <https://wordpressfoundation.org/trademark-policy/>  
@WordPress Foundation  
Trademark Policy  
The WordPress Foundation owns and oversees the trademarks for the names and logos of WordPress as well as a few other WordPress-related brands. Trademarks are a signifier of a product's identity an...



**Michael Willman** Oct 12th, 2024 at 9:07 PM  
Last question from my clients for you Matt, and I really appreciate all the answers. One of our clients is on WP Engine and wont be able to switch off until after the new year, based on their current workload and budget. One of their sites has WooCommerce and several paid Automattic plugins. Are they going to continue to retain access to Automattic update servers through that period, or is there a risk of further action being taken that could impact them before they can migrate?

**matt** Oct 12th, 2024 at 8:12 PM  
No comment

**Michael Willman** Oct 12th, 2024 at 8:33 PM  
I do want to state that I would suffer direct financial losses in excess of \$100,000 if further action was taken against my client, before they can migrate off WP Engine. They have already started discussions with sales representatives from Shopify, BigCommerce and Webflow to investigate their options. We have done what we can to assure them but they are skittish, and have already decided to move away from WP Engine. We are a pure Wordpress shop and would lose all of their business if they made a switch. They are already moving away from WP Engine, but like many enterprise clients of theirs, the switch is not a simple one to be made.  
I would end this conversation by asking that you please try to avoid harming third parties, such as our company, with any further actions you take against WP Engine. I have no issue with your dispute with them, it is only the impact of these events on the Wordpress project, and the direct financial impact on our firm, that concern me. I have made Automattic a lot of money over the years, and I have 7 team members who depend on this work for their livelihood. Four of whom live in the Philippines where even basic access to water, energy and shelter is not a guarantee. One of them is about to have a child in a few weeks. Please don't do anything else that would make it harder to pay my team. We pay above market rate for our PH team (and hire people in the US/EU that would struggle to find comparable work elsewhere) and there is no way they could replace this job with something comparable.

1000002837.jpg

Thread

×

1006002837.jpg



And if you've never been, I really suggest you check out Cebu some time. It's a beautiful place.



**matt** Oct 12th, 2024 at 9:58 PM

WordCamp Asia will be in Manila this year! Shopify, BigCommerce, and Webflow are totally proprietary. So you don't have a license to control your code. They can pull anything at any time, for any reason or no reason.



**Michael Willman** Oct 12th, 2024 at 9:26 PM

That was the reason they decided to stick with WooCommerce two years back, as we had to fix a lot of issues from their past devs and they were evaluating the different options at the time. It is what has kept them around until now as well, as we can mitigate any of the recent issues, but I'm worried they will get cold feet if there are further actions that impact them. Those sales talks they've had, don't really fill me with confidence.

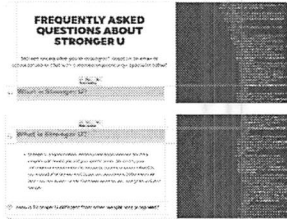
Might have to see if I can align my next trip with WordCamp, it would be great to bring my PH team over to Manila for that as well.



**Jason Shanks** Oct 12th, 2024 at 6:03 AM

@Michael Willman Just a technical point as I checked out your Stronger U site. You might consider (for SEO/Semantic heading purposes) making your FAQ titles H3 (restyle as they were of course). Seems to not break any functionality in your accordion script so should be an easy add value!

Screenshot 2024-10-13 at 3:46:00 pm.png



**Michael Willman** Oct 10th, 2024 at 7:38 AM

I think we would have to rebuild that module, but we are hoping to rebuild the site at some point to get off beaver builder, and I would rather focus on that. I do appreciate your feedback and agree they should be an h3. I may check on Monday with my dev if there is an easy fix. Good catch!

Conversation between Michael Willman and Trellis Leadership - October 11th

Trellis Slack Server - Joint DMs - Captured January 12th, 2025

Bill Aicher, isaiahbollinger, Kris Clason

4 60

Messages Add canvas Files +

October 11th, 2024

Mike Willman 11:10 AM  
It pains me to inform you all that I have just learned Redeve has lost a second closed [verbal] project, and that due to the accumulated losses in the past 90 days, I will be forced to wind down operations of Redeve by Dec. 31st.

I am fully committed to continuing to serve the two retainer clients we share, DHS Equipment and Moore & Giles, through the end of the year and possibly beyond. I am willing to explore continuing those retainers as a solo contractor, if Trellis wishes to continue working with me on them. We also have work being pitched with MGH, which I will commit to delivering if it is closed.

The one area of business that is "closed" that I am not able to deliver on personally, is the Airift project. In part due to the uncertainty of the project itself, and in part due to it depending on an employee who I am no longer capable of paying the salary of. I have however, spoken with Mike Kelly, and he is willing to work directly with Trellis that project if you wish to continue it. I am willing to assist Trellis in any way to find a solution, so that you do not lose that deal, but I am not going to be available for the time commitment required to manage it myself. At this point, I have not been paid by Redeve in 71 days and I will need to focus on finding alternate employment.

If you have any questions about this, please reach out and I will be happy to do whatever I can to minimize the damages to Trellis.

It has been a great pleasure working with you all, and I appreciate how reliable of a partner you have been over the years with Redeve and myself.

Isaiahbollinger 11:12 AM  
Let's figure out a path forward where you and your contractors get paid  
We can get you guys busy

Mike Willman 11:13 AM  
I'd be interested in exploring that, if you have some ideas.  
And I do have some really talented team members who may need employment. If we can't figure something else out.

Bill Aicher 11:15 AM  
Yes, we can definitely have some conversations here. Note that Kris is out on PTO (and out of phone range etc) until Tuesday.

Isaiahbollinger 11:15 AM  
I could prolly buy your assets  
Won't be much  
But you get something not zero  
Let's talk before you fully shut down  
Next week?

Bill Aicher, isaiahbollinger, Kris Clason

Messages Add canvas Files +

October 11th, 2024

Next week?

Mike Willman 11:15 AM  
Absolutely

11:15 Our assets are pretty minimal, mostly talent.

Isaiahbollinger 11:15 AM  
Yeah but those relationships are valuable  
Recruiting fees etc  
I can consider a value on that  
Do you have any big customers left?  
Even just one?

Mike Willman 11:16 AM  
Yes, one

Isaiahbollinger 11:16 AM  
With upsell potential  
On  
Ok  
That we could def buy

Mike Willman 11:16 AM  
StrongerU, sister company of Anytime Fitness

Isaiahbollinger 11:16 AM  
And prolly bring you on a good deal for you

Mike Willman 11:16 AM  
I would be very interested in that, for sure

Isaiahbollinger 11:16 AM  
I've done this before and it's worked out well  
Loan did this  
With us

Bill Aicher, isaiahbollinger, Kris Clason

Messages Add canvas Files +

Learn this

October 11th, 2024

With us

**Mike Willman** 11:16 AM  
Interesting

**isaiahbollinger** 11:17 AM  
He had less than you so hahaha

**Mike Willman** 11:17 AM

**isaiahbollinger** 11:17 AM  
Also I see us massively expanding SEO services in 2025  
And I will need a head of SEO  
It can be a contract role so you can do other work

**Mike Willman** 11:17 AM  
I have to say, with the rollercoaster I've been on the past few months, I have looked at Bill's position with a bit of envy.

**isaiahbollinger** 11:17 AM  
And have flexibility  
I honestly think 99 percent of other firms are full of shit when it comes to SEO  
And you actually get it

**Mike Willman** 11:28 AM  
I agree completely  
And for ecommerce its a very unique beast

**isaiahbollinger** 11:26 AM  
It's hard which is good  
And valuable

**Bill Aicher** 11:18 AM  
yeah I definitely would love to find a way for us to keep working together. You're one of the best SEO people I've worked with. No bullshit, actual strategy.

**Mike Willman** 11:19 AM  
There is room to target merchandising type work as well, lots of overlap.


**Mike Willman** 11:19 AM  
There is room to target merchandising type work as well, lots of overlap.  
Even without the SEO aspect  
I have a good team on the Wordpress side as well, my Sr Dev has been working on learning headless development with Next.js. I think he would be a great addition to your team.  
So yeah, lets talk next week and see if there is room for us to make something happen. I'm game.

**Bill Aicher** 11:40 AM  
Just sent over an invite for us to connect next Wednesday. Definitely would like Kris to be included in the conversation, and as we are closed on Monday and Tuesday is the first day back in the office for Kris after his PTO. just want to make sure he has time to settle back in (plus his calendar is super booked Tuesday).  
That work for you, Mike?

**Mike Willman** 11:40 AM  
Works for me!  
👍 1 🗨

Announcement Posted by Matt Mullenweg - October 10th, 2024


Make.Wordpress.org Slack Server - Channel #meta - Captured January 12th, 2025


 **matt** Oct 10th, 2024 at 1:56 AM  
 We've gotten a lot of emotionally charged people joining our community recently, so I'd like to share a lesson I learned from my Mom, yes the same one who thought WP Engine was me, which is "Kill 'em with kindness."  
 When people show up heated, trying to escalate, you can defuse the situation by being as kind, friendly, and helpful as possible. Make sure they feel heard, and then respond with as much support as you can. Use facts. Don't take the bait on any personal attacks. Be calm, cool, and rational.

👍 61 🗨️ 8 🙏 4 🤝 33 🙌 17 ❤️ 21 🧠 1 🎯 3 🌐 3

👍 3 🙏 2 🙌 1 🗨️ 1 🙌 2 🗨️ 1

1 reply

 **matt** Oct 10th, 2024 at 1:57 AM  
 This is what I tried to do here:  
<https://wordpress.slack.com/archives/C02QB8GMM/p1728536120998419>

 **Michael Willman**  
 Hey @matt, I wanted to let you know that I willfully clicked your checkbox on the new account registration page. That is despite being an indisputable WP Engine affiliate, as I have been part of their affiliate program for several years. I just wanted to send over my legal details so you know where to send any demand letters or lawsuits.

Michael Willman  
 CEO - Website Redev  
 5 Mecca Lane  
 Show more


Thread in # meta Oct 10th, 2024 View message


👍 10 🙌 3 🙏 5 🗨️ 2 🧠 1 🎯 1 🗨️ 1

#Ranting Created by Matt Mullenweg - October 12th, 2024

Make.Wordpress.org Slack Server - Channel #Ranting - Captured January 11th, 2025

October 12th, 2024

 **matt** 4:27 PM  
 joined #ranting.

 **matt** 4:28 PM  
 set the channel description: A place for people ranting or complaining about WordPress or WordPress.org. Please keep non-WP rants elsewhere.

👍 2 🗨️ 1

Conversation regarding otto4242 - October 13th, 2024

Make.Wordpress.org Slack Server - Channel #meta - Captured January 12th, 2025



Thread



**Michael Willman** Oct 13th, 2024 at 7:21 AM  
@matt Why is an employee of Wordpress.org threatening to assault people on Reddit?

? This file was not found.

+1

14 replies

**Otto** Oct 13th, 2024 at 7:36 AM  
I already removed that comment and apologized for it yesterday.

9 8 3 1

**Michael Willman** Oct 13th, 2024 at 7:42 AM  
I think that should definitely be taken into account when handling it, but to me it doesn't undo your initial action. I think in this case it's reasonable for the community to get input from your employer, as you are associating yourself directly with them with your flair and comments on that subreddit.

I understand that things are heated there right now, and I'm actively trying to help take some of that off the r/Wordpress mod team, but I can't help but be concerned by this action from an actual staff member of Wordpress.org.

**Otto** Oct 13th, 2024 at 7:45 AM  
I can understand where you're coming from, but referring to that comment as a threat of physical violence is over the top. Anybody reasonable can assume that "slapping someone so that their head rolls" is not a legitimate threat. Admittedly, it was a poor choice in words. I see that and I removed it and apologized accordingly.

6 3 1 1

**Michael Willman** Oct 13th, 2024 at 8:09 AM  
That is a threat of violence under Reddit terms of service and is not a turn of phrase that someone should be using in an official capacity. You also seem to be actively trying to double down on that behavior, by casting those concerned by it as "unreasonable".

We can't see into your brain to determine the intent behind the message. I hope you are telling the truth about your intent, but even if that's the case, I don't think that resolves the issue. The whole reason I'm even here right now is that I got a DM from one of my agency clients reading "I heard they are threatening users now is that true???" at 6am. Your explanation here isn't going to fill them with confidence. (edited)

+3

**Otto** Oct 13th, 2024 at 8:12 AM  
The intent behind the message was that I was annoyed and upset that people in the subreddit have been attacking others willy nilly. Moderation is a frustrating job.

Thread



+3

**Otto** Oct 13th, 2024 at 8:12 AM  
The intent behind the message was that I was annoyed and upset that people in the subreddit have been attacking others willy nilly. Moderation is a frustrating job.

And yes, I was angry, so I used a little over the top language. I should not have done that. And I apologize for doing that. It won't happen again, because I will do better.

+2 2 1 1 1

**Dan** Oct 13th, 2024 at 8:19 AM  
My god that guy needs to be taken down a peg or 90. (edited)

**ML Dev** Oct 13th, 2024 at 9:41 AM  
in any working group I'm involved in or know that would be taken as a zero-tolerance violation of a physical threat, which would be a cause for removal - just putting that out there. The point wasn't that you were angry is that you described doing physical violence to another person - I say this in hopes that the WP community can feel safe and trust that the mods teams are there to support them (edited)

4 1

Moderating is a tough job and you have my empathy for that regardless

**Koala** Oct 13th, 2024 at 2:59 PM  
Reminder of what constitutes a death threat to Matt. Grading on that curve, this is unquestionably an extremely serious threat of violence that warrants a meaningful response. (Of course it won't get one, because Matt doesn't have principles, he just has tantrums.) (edited)

Image from iOS



Thread



**matt** Oct 13th, 2024 at 4:26 PM

I disagree with @Otto's language there, and I am glad he apologized for it. I accept his apology. We all make mistakes.



**matt** Oct 13th, 2024 at 4:42 PM

Otto is not an employee of WordPress.org, he's a volunteer like all of us are, he is an employee of Audrey Capital, and he knows that his behavior does not reflect well on his employer.



Copy of screenshot posted to Make.Wordpress.Org Slack server on October 13th, 2024

Reddit.com/r/WordPress - Thread " - Captured January 12th, 2025

**r/WORDPRESS**  
comments

59 **ALERT: Security risk (ACF related). Details inside.** (x.com)  
submitted 7 days ago by FriendlyWebGuy  
152 comments share save hide delete nsfw spoiler flair crosspost  
sorted by: **best** disable inbox replies (?) pin to profile

you are viewing a single comment's thread.  
view the rest of the comments →

[~] **otto4242** WordPress.org Tech Guy [M] -3 points 7 days ago\*

I mean that both me and the security team as a whole have decided to update the plugin and make sure it's correctly updated, whatever that takes. Like I said, we do not skimp on security for any reason.

Edit: also, if you attack anybody else like you just attacked me in that post, I will slap you back so hard your head will roll. I don't mind people questioning me, because I can take it, however if you used the method in which you've done it here to anybody else, I would ban you forever. Do not attack people on this sub. Understood?

permalink embed save parent report reply

[~] **FriendlyWebGuy** [S] 3 points 7 days ago

That's commendable. Will that be on an ongoing basis? For example, if someone with the current ACF (free) plugin tries to update it a month from now, will it work?

permalink embed save parent edit disable inbox replies delete reply

[~] **Varantain** 7 points 7 days ago

John Blackburn, who *doesn't* work at Automattic/Audrey, tweeted that he'll make sure that the ACF fixes get pushed into the plugins repo too.

permalink embed save parent report reply

[~] **otto4242** WordPress.org Tech Guy [M] -6 points 7 days ago

I cannot predict the future, nor do I want to. You're asking about the future of an ever-changing situation, we have not talked to the people who make ACF, and we don't know what they want to do. You have to give things time to work themselves out. However, we take security as our number one priority, and that will always come first.

permalink embed save parent report reply

Conversation between Kris Clason and Michael Willman - December 9th 2024

Trellis Slack Server - Private Messages - Captured January 11th, 2025



**Kris Clason** 1:55 PM

Hey @Mike Willman here's the contract I drafted for us to move forward with. Can you take a look and let me know if anything stands out to you in terms of giving you hesitation to proceed?

After that, do you want to move this to your letterhead and submit the contract to us? Or would you like us to proceed through the standard Zaelab contractor process?

PDF ▾



Zaelab \_ Michael Willman Contract December 20...  
PDF

Michael Willman & Zaelab SFO Contractor Agreement  
12/19/2024

**Contractor Agreement**

1. Michael Willman (the "Contractor Personnel") will provide Zaelab (the "Client") SEO, content production and technical marketing services at the rate of \$70 per hour.
2. The Client guarantees payment of at least 80 hours per month for a maximum monthly payment of \$5,600.
3. The Client will make an additional \$700 payment to the Contractor in December for SEMrush reporting.
4. The Contractor will migrate the SEMrush analytics account to the Client before 12/15/2024.
  - 4.1. The Contractor will support recent re-integration as needed.

**Statement of Work**



**Mike Willman** 2:43 PM

I think going through your process would be best, then I will just get my attorney to review the final contract language. Everything in that looks acceptable to me. My only question is about Mike Kelly and how we are going to manage him and the remaining payment on Airlift. I'm not sure if any payment to him is factored into your planning.



**Kris Clason** 2:55 PM

It's not, you said you wanted to keep him off the Zaelab payroll. My expectation is that he was factored in to the total estimate of the project and you will pass through costs to him.

**Kris Clason** [audio icon] [dropdown] [three dots] [close]

Messages Add canvas Files +

---

December 9th, 2024

**Kris Clason** 2:55 PM  
I can bring him on as a contractor, but it seemed like you didn't want to do that.

**Mike Willman** 2:57 PM  
I'm not entirely against it if my side of things is protected  
Let me talk to him and see  
The issue is that I haven't been able to pay him

**Mike Willman** 3:11 PM  
What does it look like if you bring him on as a contractor

**Kris Clason** 3:11 PM  
Ok, do you have an ETA on getting this approved on your side  
Simply paying him directly, he can continue to work with/under you. If we have additional SEO work, you and I would collaborate to see if he is a good fit for it

**Mike Willman** 3:15 PM  
How is that going to impact hours

**Kris Clason** 3:21 PM  
How do you expect to split time between you and Mike Kelly?  
Like in terms of the 81 hours, how many of them will be Mike K?

**Mike Willman** 3:22 PM  
I dont recall ever discussing having Mike Kelly work through me  
The whole issue is that I haven't been able to pay him  
My only issue with him working with you directly, is that I cant just give up his non-solicit and IP for free  
Otherwise I have no issue with it, my understanding was that you wanted to work with Mike Kelly directly

**Kris Clason** 3:37 PM  
We're not asking for the IP. Yes I do, but you said you needed to see if you'd allow that.

**Kris Clason** [audio icon] [dropdown] [three dots] [close]

Messages Add canvas Files +

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December 9th, 2024

Otherwise I have no issue with it, my understand d to work with Mike Kelly directly

**Kris Clason** 3:37 PM  
We're not asking for the IP. Yes I do, but you said you needed to see if you'd allow that.

**Mike Willman** 3:37 PM  
If we didn't work together

**Kris Clason** 3:38 PM  
Ok, so we will proceed with contracting Mike Kelly directly. I'm fine with that. What portion of the work do you think he'll do?  
Regardless, I think we need to get things moving forward if we expect to retain this work. Do you have an ETA on having the contract reviewed and drafted on your side?

**Mike Willman** 3:39 PM  
I had not expected for him to do any of the 80 hours

**Kris Clason** 3:40 PM  
Ok, so the overall cost of the project will be going up? Do you know his estimates?

**Mike Willman** 3:50 PM  
He thinks 50-60 hours left on his end. I dont even mind giving up my hours on this for free but I think the sticking point is that the 80 hours is going to be off the table now.  
I'd do everything on Air Lift for free if you could do the 80 hours on other work but I dont think you have that budget  
And I cant live on \$3k a month

**Kris Clason** 3:55 PM  
What's his hourly rate?

**Mike Willman** 3:56 PM  
His rate with Redev was \$25/hour but that was agreed to with the expectation of 40 hours a week and a 5% equity stake after a few years.  
We were also using a loophole related to my initial investment in Redev to avoid income taxes in 2024, to be honest with you I honestly dont want to be involved in your rate discussion with him, I think its between you two but I dont think he's going to accept what I was paying him.

**Kris Clason** 🔊 ⌵ ⋮ ✕

**Messages** **Add canvas** **Files** **+**

We were also using a loophole related to my ini' **December 9th, 2024** ⌵ to avoid income taxes in 2024, to be honest with you I honestly dont want to be involved in your rate discussion with him, I think its between you two but I dont think he's going to accept what I was paying him.

**Mike Willman** 4:05 PM  
And I guess I was right about that because I guess the number he gave me was what he wanted to ask you for per hour  
Not his hours estimate  
So uh

**Kris Clason** 4:05 PM  
Ok, what's his hourly estimate on the project?

**Mike Willman** 4:06 PM  
Working on that one now

**Kris Clason** 4:14 PM  
Cool, we're good to go with December since we have the MGH work. Jan and Feb may get tough if he's doing 80% of the work or more, but it sounds like he will be in assistance to you to provide the scale needed, so if it's 20h or so, I think we'll be fine

**Mike Willman** 4:15 PM  
Sorry, the hours estimate is north of 60 hours.

**Kris Clason** 4:17 PM  
OK, so 80% him of the remaining estimate? (edited)

**Kris Clason** 4:22 PM  
So of the 81 hours left in the initial project estimate, Mike Kelly needs 65? hours and you will have 15 hours?

**Mike Willman** 4:36 PM  
I think you would need to pay something like the full hours to Mike and then have me eat some hours to get it done at this point.

**Kris Clason** 4:40 PM  
I mean you're not really eating any hours if we're paying a min. rate

**Kris Clason** 🔊 ⌵ ⋮ ✕

**Messages** **Add canvas** **Files** **+**

point. December 9th, 2024

**Kris Clason** 4:40 PM  
I mean you're not really eating any hours if we're paying a min. rate

**Mike Willman** 4:41 PM  
I can if I still work 80 hours above and beyond those hours

**Kris Clason** 4:43 PM  
Can we just talk with Mike Kelly soon? We need to get this towards the finish line or I'm not sure we'll retain any of these clients.  
  
I need to know if our payment to complete this project is capped at 81 hours based on the initial estimate or if this is basically starting fresh

**Mike Willman** 4:47 PM  
I am talking with him now

**Kris Clason** 4:50 PM  
OK, we'll let me know an answer on:

- I need to know if our payment to complete this project is capped at 81 hours based on the initial estimate or if this is basically starting fresh
- Hourly rate (sounds like \$50-60)

**Mike Willman** 4:59 PM  
If the answer is yes to both, is there a way to make the rest of our deal work  
From where I'm sitting, I dont see it

**Kris Clason** 5:00 PM  
I'll go back to the drawing board and see

**Mike Willman** 5:03 PM  
I dont know if any of us can afford the drawing board

**Kris Clason** 5:04 PM  
I'm going to run the numbers again tonight and send it back through the approval. If you're saying you're out right now, I'd prefer you just say it

**Kris Clason** [audio icon] [dropdown] [three dots] [close]

Messages Add canvas Files +

December 9th, 2024

**Kris Clason** 5:04 PM  
I'm going to run the numbers again tonight and send it back through the approval. If you're saying you're out right now, I'd prefer you just say it

**Mike Willman** 5:05 PM  
I can give you tonight

But I think we need something signed in the next day or two

As it is, if we have a deal I wont get paid until after Christmas

**Kris Clason** 5:06 PM  
I just got this information today since I've not been able to talk to Mike directly. We'll see what happens.

December 10th, 2024

**Kris Clason** 8:55 AM  
Will you release Mike Kelly to contract with us directly?

**Mike Willman** 9:11 AM  
I do not believe that any restrictive covenants can be upheld on my side given that Mike Kelly was laid off, vs being terminated for cause or other reasons.

**Kris Clason** 9:12 AM  
OK, can you share his email address with me?

**Mike Willman** 9:13 AM  
I'm assuming we have no deal?

**Kris Clason** 9:14 AM  
I don't think I can get anything approved within the deadline you provided yesterday. I'm continuing to try but I need to start working on contingency plans.

**Mike Willman** 9:35 AM  
I told him to email you directly

**Kris Clason** 9:40 AM  
Is there a reason you simply can't just provide me his email address?

**Kris Clason** [audio icon] [dropdown] [three dots] [close]

Messages Add canvas Files +

December 10th, 2024

**Mike Willman** 9:13 AM  
I'm assuming we have no deal?

**Kris Clason** 9:14 AM  
I don't think I can get anything approved within the deadline you provided yesterday. I'm continuing to try but I need to start working on contingency plans.

**Mike Willman** 9:35 AM  
I told him to email you directly

**Kris Clason** 9:40 AM  
Is there a reason you simply can't just provide me his email address?

**Kris Clason** 10:11 AM  
Or do you have an ETA on when he'll be reaching out?

**Mike Willman** 12:45 PM  
I dont know his personal email and i have an appointment

He said he emailed you a while ago

**Mike Willman** 5:23 PM  
Im out of ways to work with Trellis properly but I have one last offer I can make. I will assist you in your transition in return for an active attempt by you, Bill and Isaiah to help myself and Redev find work. I am going to lose my house so Im available to work anywhere. i need a proper job at this point. And the remaining shell of my team needs some web work or everyone is without work.

**Mike Willman** 5:35 PM  
I wont charge you anything, just the referral.

**Kris Clason** 7:51 PM  
I'm sorry about the really difficult situation you're in on multiple fronts. Unfortunately we have to move on with in a clear direction and can't guarantee the work you require. We're currently looking for someone else to fill the SEO strategist and production role and I need to focus on that. DHS is pausing their SEO work and I feel like I can handle the transition with Moore and Giles due to how early we are in the work.

If I feel work is a good fit, I will refer them to you and/or Redev.

Conversation between Matt Mullenweg and Michael Willman - December 23rd to January 3rd  
Make.Wordpress.org Slack Server - Channel #ranting - Captured January 11th & 12th, 2025

Thread # ranting



**Michael Willman** Dec 23rd, 2024 at 8:51 AM

@matt Reading your "Holiday Break" article today and I just wanted to make sure you are aware you aren't just liable for damages to Automattic, you are also going to be liable for damages to a variety of other parties like myself when you lose. My personal losses due to your actions to-date are rapidly reaching six figures, including three laid off employees who are without a job over your "Holiday Break" due to your childish antics.

In summary, please enjoy a miserable holiday break, you deserve it.

Sincerely Yours,

A Related Entity of WP Engine



17 replies



**veerleverbort** Dec 24th, 2024 at 7:54 AM

I'm sorry to hear that. It is so true for many of us, even non-paid work has been shut down. So many projects have halted. Both energy, FOSS spirit and money are leaking at a higher pace each week.

Hope the new year may bring you and all of us relief, a new path forward.



#- Also sent to the channel



**matt** Dec 31st, 2024 at 6:11 PM

Thanks, telling an open source contributor they're personally liable for legal action and damages is a super-motivating way to get them to want to continue providing free services to you!



#- Also sent to the channel



**matt** Dec 31st, 2024 at 6:12 PM

I encourage you do that for all the open source software you use, email all the maintainers and tell them how you're going to cause them harm



#- Also sent to the channel



**matt** Dec 31st, 2024 at 6:12 PM

I encourage you do that for all the open source software you use, email all the maintainers and tell them how you're going to cause them harm



**Michael Willman** Dec 31st, 2024 at 9:29 PM

None of the other open source software I use is managed by someone who tried to extort me into moving from a competitor to them. None of their contributors have anything to worry about, as long as they dont engage in flagrantly illegal behavior.



**matt** Jan 2nd at 12:41 PM

Actually if you use ACF or any WPE plugins they try to switch you from your current host to WP Engine



**Michael Willman** Jan 2nd at 12:58 PM

I am engaged in the business of referring website development clients to hosting companies in return for compensation. I have signed a partnership deal with WP Engine, referred clients to WP Engine and received compensation from them in the past. As well as from other hosting providers such as my current partner Cloudways, whose payments alone are in the thousands of dollars. You have engaged in an attempt to compel me to stop providing such services to these clients under threat, services which I normally do for compensation, and to instead provide these services to you personally without compensation. You have done so, in part, by converting your legal access to my computer systems as the provider of the Wordpress.org update service, to unlawfully transform my websites to suit your own commercial purposes by installing your "Secure Custom Fields" plugin onto my websites and websites belonging to my clients, against my will.

WPE has done no such thing.



**matt** Jan 2nd at 12:59 PM


All the ACF stuff has been undone

if you actually want SCF with the pro features you can get it here: <https://wordpress.org/plugins/secure-custom-fields/>



**matt** Jan 2nd at 12:59 PM  
All the ACF stuff has been undone

if you actually want SCF with the pro features you can get it here: <https://wordpress.org/plugins/secure-custom-fields/>

 **WordPress.org**

**Secure Custom Fields**

Secure Custom Fields boosts content management with custom fields and options. It deactivates Advanced Custom Fields to prevent duplicate code errors. (54 kB) ▾

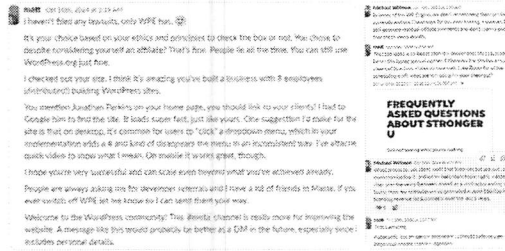


**Michael Willman** Jan 2nd at 1:00 PM  
You undid it when you were compelled to do so by the courts, but the software was installed on my website against my will as part of a concerted campaign of extortion. That is conversion, which under Texas law is treated the same as theft.

That's a state jail felony in Texas if the court finds the websites are valued under \$30,000, and a third degree felony if they find they are valued between \$30,000 and \$150,000.

**Michael Willman** Jan 2nd at 1:07 PM  
Here is where I informed you that I am engaged in the business of providing referrals to hosting companies in return for compensation and you attempted to compel me to partner with Automattic instead.

2 files ▾



This is BEFORE you accessed my computer systems unlawfully.

**Thread** # ranting

This is BEFORE you accessed my computer systems unlawfully.

#+ Also sent to the channel

**Michael Willman** Jan 2nd at 1:21 PM  
I'm sitting here packing up my house so we can move out by the end of the month, because we cant pay our mortgage. Most of my employees are laid off and I'm trying to save the rest. One of the ones that got laid off just had a kid, and I cant even pay him. All of that is because of you and business we lost because of your actions.

Meanwhile you are sitting here acting like you are the "good guy" when you dragged thousands of innocent people into a spat between two billion dollar companies, and still trying to push people to buy your plugins. What, is \$500 million not enough money? Need to make the number keep going up so might as well make a bunch of working people suffer to do it.

#+ Also sent to the channel

**Michael Willman** Jan 2nd at 1:24 PM  
My wife, my 5 year old autistic son, and I will be moving into a travel trailer. The one benefit of that is that we can move it anywhere and I can still work. That means I can bring it to anywhere I need to, like to file legal actions in Texas, California and Delaware.

**matt** Jan 2nd at 2:21 PM  
No one can install software against your will, your settings or site has to request the update. Could you help me understand how this impacted your business, and if there's anything I can do to help?

**Namith Jawahar** Jan 2nd at 9:00 PM  
Sharing your concern @Michael Willman. I had zero new Wordpress projects in Dec 2024 a first in my 15 years of Wordpress development. In addition to the isn't Wordpress insecure questions all devs have been fighting off for years now a new question has emerged from prospective clients where they are asking "what will happen if Wordpress shuts down". Not every business owner is tech savvy and would know the ins and outs of tech, they get their info from popular media and it has definitely become increasingly difficult to convince prospective clients to pick Wordpress as the platform due to the recent negative publicity.

Hope some positive image building exercise happens to the platform early in 2025 to undo part of the reputation damage. Otherwise freelancers and SMEs like me who put their bets on Wordpress are going to out of business. We might be the first to fall but it's going to affect the Wordpress hosting companies even worse.



**Michael Willman** Jan 3rd at 12:12 PM

@matt Wordpress.org was given limited access to my website for the purpose of providing updates to third party plugins via the default plugin repository system. Each of these plugins are third party pieces of software that I chose to install on my website. I chose to install ACF, I did not chose to install SCF. By hijacking my install and transforming the install of ACF to SCF, you engaged in a textbook example of conversion, which is considering the same as theft in Texas.

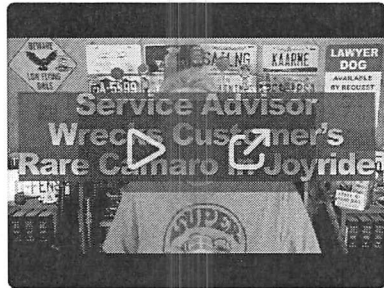
If I hire a mechanic to do an oil change on my car, the only actions he has permission to perform on that car is to change the oil. He cannot start changing other parts, take my car for a joy ride, etc. If he does so, he has taken his legal access to my property and converted it to his own use. That legal concept is called "conversion" and it is the exact action you engaged in here, by taking your legal access to my computer systems and converting it illegally for your own benefit.

Steve Lehto gives a good summary of conversion here, in case you are unaware of what it is: <https://youtu.be/hjMLtWhckt8?si=eq-5N6uyc1w7oJFh&t=417>

In terms of how it impacted my business, I lost a closed \$14.5k website project because you BANNED ME from Wordpress.org for having a relationship with WP Engine. My client asked me what's going on and I had to tell him that the guy who makes the software I use, that I have paid thousands of dollars, has banned me from all of his services. We have not closed a single Wordpress project with a new client since this drama started, so at this point our Wordpress development company is on the verge of bankruptcy. We survive only by doing maintenance for some of our older clients at the moment, and that just barely. We do so only because I have not taken a salary.

**YouTube** Steve Lehto

Service Advisor Wrecks Customer's Rare Camaro in Joyride



Conversation between Matt Mullenweg and Michael Willman - January 4th, 2025

Make.Wordpress.org Slack Server - Channel #ranting - Captured January 11th & 12th, 2025

# ranting

299

Messages Add canvas Files Pins +

Saturday, January 4th



**mwillman1991** 9:36 AM

@matt You banned me in violation of a court order now, you realize that?

I'm booking my tickets to Houston now to file an emergency injunction, I'll see you on Monday.

**IF YOU PERSONALLY VIOLATE THE PRELIMINARY INJUNCTION AGAINST WORDPRESS.ORG, YOU WILL BE HELD LEGALLY LIABLE. YOU ARE NOT PROTECTED BY THE CORPORATE VEIL.**

Defendants, and Defendants' officers, agents, servants, employees, and attorneys, and other persons who are in active concert or participation with them are hereby RESTRAINED AND ENJOINED, from:

(a) blocking, disabling, or interfering with WP Engine's and/or its employees', users', customers', or partners' (hereinafter "WP Engine and Related Entities") access to wordpress.org;

Within 72 hours, Defendants are ORDERED to: (edited)

(b) restore WP Engine's and Related Entities' access to wordpress.org as it existed as of September 29, 2024, including: (edited)

(1) functionality and development resources (api.wordpress.org, core.svn.wordpress.org, plugins.svn.wordpress.org, themes.svn.wordpress.org, i18n.svn.wordpress.org, downloads.wordpress.org, make.wordpress.org, and translate.wordpress.org);

Screenshot\_1235.png

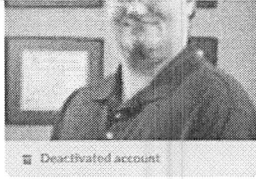
Profile



# ranting

299

Messages Add canvas Files Pins +



Saturday, January 4th

Michael Willman  
Related Entity & Affiliate of WPEngine

qwindoo 4:49 PM  
joined #ranting.

matt 7:16 PM  
saying you're flying to Houston (where I guess you think I am?) feels like a physical threat, which is not okay. Please leave this space  
+2

Conversation between Thijs Buijs and Matt Mullenweg - January 8th, 2025

Make.Wordpress.org Slack Server - Channel #sustainability - Captured January 11th, 2025

Wednesday, January 8th

Thijs Buijs 10:42 AM  
Hi Sustainers! Happy New Year to all of you!

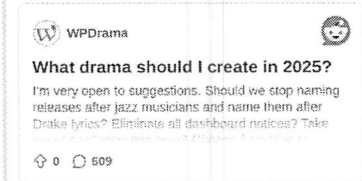
I've decided to step down as Team Representative for the WordPress Sustainability Team and to cease my active role within the team immediately. I was truly hoping that 2025 would bring more positivity into the community after the WP Drama in 2024. However, I was wrong. @matt's call for what Drama he should create in 2025, was yet another proof to me that this community needs a change in leadership.

These acts of a single person are so counterproductive to the economic, social, and ecological sustainability and longevity of the project. Personally, it's not sustainable for me to invest any more energy into this project under the current leadership.

I would like to thank my fellow Team Reps @Nora Ferreirós, @Nahuai Badiola and @Csaba, Team Members, and everyone who has contributed to pushing things forward. It's been a true pleasure to collaborate with you for over two years, and to contribute to the WordPress community that I love so much.

In the coming period, I will reflect on how to make an impact to create a more sustainable world. (edited)

Reddit  
From the WPDrama community on Reddit  
Explore this post and more from the WPDrama community (64 kB)



4 7

matt 12:16 PM  
joined #sustainability.

matt 12:20 PM  
Today I learned that we have a sustainability team. 😊 Thank you @Thijs Buijs for your effort in this area, looking at results of the team so far, and the ROI of time invested, it's probably a good time to officially dissolve the team entirely. It doesn't seem like creating a team around this was able to further any of its goals, so we should probably try a different approach, or consider whether it's salient for us to be involved at all. (For example, is it worth talking about the climate impact of WordPress, or instead should we just have really great performance metrics and try to optimize our code as much as possible, and focus on that efficiency.)

9 1 2 1 1

matt 12:21 PM  
archived #sustainability. The contents will still be browsable and available in search.

Conversation between Kris Clason and Michael Willman

On or Around November 1st - Trellis Slack Server DMS - Captured January 11th, 2025



**Kris Clason** 4:08 PM

Well thats out of my control now. Its with Isaiah and Evan



**Mike Willman** 4:09 PM

I know, but without it everything else is moot so it's out of both of our control at this point.



**Kris Clason** 4:09 PM

I'm showing we owe you a \$1,363.65 from this based on your 19 hours logged. I can approve the invoice when that's updated

# EXHIBIT C

GUIDES

# Why Are Tumblr Users Making Memes About Cars And Hammers? Tumblr CEO PhotoMatt's So-Called 'Meltdown' And Controversy Explained



By sakshi

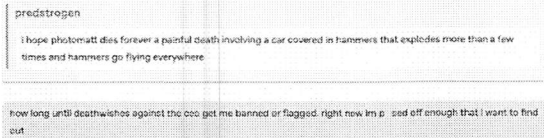
★ 0 10324 views • Published 10 months ago

Share →

Tumblr seems to have exploded with memes about cars and hammers seemingly overnight, and many people are pointing fingers at the company's CEO for this sudden meme wave.

When Tumblr CEO Matt Mullenweg was pressed about why the site's moderation team banned Tumblr user Predstrogen this month, he cited an instance in which the user wrote that she hoped he would explode in a fiery explosion involving cars and hammers.

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- In the Media (164)
- Episode Notes (1)
- Meme Review (372)
- Poll (135)
- Meme Insider (329)

Here's a recap of how the threat and controversy on Tumblr led up to the car-hammer meme fest that is transpiring online.

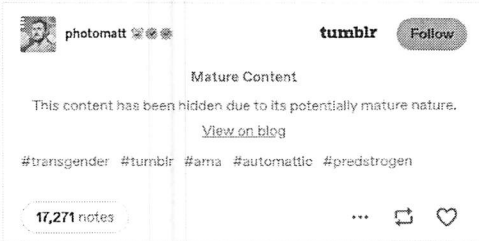


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### WHAT DID TUMBLR'S CEO SAY ABOUT PREDSTROGEN'S BAN?

Yesterday, on February 20th, 2024, Tumblr CEO Matt Mullenwe (whose online handle is PhotoMatt) made a series of posts addressing questions and criticism levied against him by some of his site's users. People were concerned about Tumblr's content moderation practices, claiming that the site unfairly censors trans women while ignoring bigoted content on the site.



PhotoMatt specifically spoke about the banning of Tumblr user Predstrogen, saying that she was removed from the site for posting a threat against him. The post in question read, "I hope photomatt dies forever a painful death involving a car covered in hammers that explodes more than a few times and hammers go flying everywhere."

In an email correspondence with Know Your Meme on February 21st, 2024, Mullenweg stated that the account was not suspended for a single threat. When he reached out, Mullenweg listed the reasons for Predstrogen's suspension as follows:

- Mis-tagging adult content against Tumblr's community guidelines, repeatedly.
- Harassment of numerous other Tumblr users, not just me.
- Multiple threats of violence, not just the one I shared.

Mullenweg also acknowledged that his sharing one example of Predstrogen's "multiple threats of violence" may have confused readers and that he considers the phrase "I hope photomatt dies forever a painful death" a "very scary thing to read."

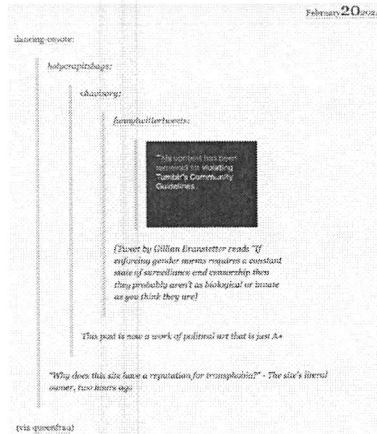
Additionally, some Tumblr users also shared screenshots of what they claimed to be PhotoMatt personally messaging them to argue about his company's content moderation practices.



### HOW DID TUMBLR USERS RESPOND TO PHOTOMATT'S POSTS?

Various Tumblr users criticized PhotoMatt's response as the controversy spread, saying that it failed to address the perceived issue of anti-trans moderation shared by Predstrogen and her followers.

A post shared by Tumblr user stratodom yesterday became a widely shared example of how Tumblr allegedly censors trans voices and opinions, gathering over 190,000 notes in a day.



Other users encouraged their followers to report Tumblr to the New York City Commission on Human Rights, given that PhotoMatt had previously settled a lawsuit with the NYCCHR regarding similar anti-LGBTQ+ bias in its moderation.

### WHY ARE PEOPLE SHARING MEMES ABOUT CARS AND HAMMERS EXPLODING?

Referencing the post by Predstrogen, various internet users began sharing jokes and memes about exploding cars that send hammers flying everywhere in the aftermath of PhotoMatt's response (which some labeled a "meltdown"), with many bloggers condemning Tumblr and its CEO for supposedly suppressing to what they saw as a joke.

### TODAY'S TOP IMAGE GALLERIES



GUY SIPPING BEER ON COUCH

GARDEVOIR



EVERY COUNTRY'S MIKU / EVERYTHING MIKU

BRAZILIAN MIKU

Advertisement

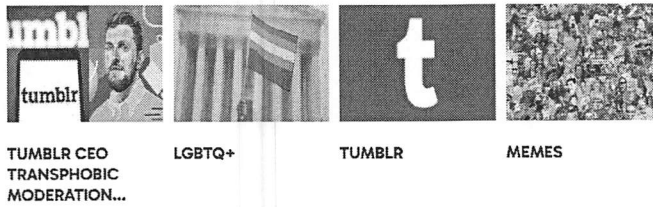
overreacting to what they saw as a joke.



For the full history of the Tumblr CEO transphobic moderation controversy\*, be sure to check out Know Your Meme's encyclopedia entry for more information.

Tags: car hammer explosion, tumblr, ceo, photomatt, moderation, transphobia, predstrogen, banned, what does car hammer emoji mean, what does car hammer mean tumblr, explained, explainer, matt mullewe,

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**EXHIBIT D**


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Conversation thread posted by Michael Willman - October 14th, 2024

Make.Wordpress.org Slack Server - #meta channel - Captured January 11th, 2025

 **kraftbj** Oct 14th, 2024 at 3:09 PM  
 "related web properties" — check me on this, but I think wordcamp.org, buddypress.org, bbpress.org, etc, are within the Foundation or the WordCamp subsidiary, etc.  
 wordpress.org is registered by Matt personally.


 **Michael Willman** Oct 14th, 2024 at 3:10 PM  
 Sorry, by "related web properties" i meant any websites hosted at Wordpress.org and its many subdomains, not other Wordpress-affiliated properties that may be used by the Foundation, Wordcamp, etc.


 **kraftbj** Oct 14th, 2024 at 3:11 PM  
 I assumed, but didn't want to leave it hanging if others read it differently.


Conversation thread posted by Michael Willman - October 14th, 2024


Make.Wordpress.org Slack Server - #meta channel - Captured January 11th, 2025


Thread # meta ×


 **Michael Willman** Oct 14th, 2024 at 1:17 PM  
 What individual or legal entity owns the domain "Wordpress.org" and which individual or legal entity is responsible for administrating and managing the websites hosted on Wordpress.org?


 **Markox2** Oct 14th, 2024 at 1:20 PM  
 Matt.

 **Michael Willman** Oct 14th, 2024 at 1:23 PM  
 So Wordpress.org and the related web properties are the sole legal property of @matt, and are not owned, either in part or in whole, by the Wordpress Foundation or any other legal entity?

 **Markox2** Oct 14th, 2024 at 1:25 PM  
<https://www.theverge.com/2024/10/4/24262232/matt-mullenweg-wordpress-org-wp-engine>

 **The Verge**  
 Matt Mullenweg: 'WordPress.org just belongs to me'  
 WordPress's WP Engine battle is dividing the community.  
 Oct 4th, 2024 (53 kB) ▾



 **kraftbj** Oct 14th, 2024 at 3:09 PM  
 "related web properties" — check me on this, but I think wordcamp.org, buddypress.org, bbpress.org, etc, are within the Foundation or the WordCamp subsidiary, etc.  
 wordpress.org is registered by Matt personally.

Conversation thread posted by Michael Willman - October 15th, 2024

Make.Wordpress.org Slack Server - #meta-wordcamp channel - Captured January 11th, 2025

Thread #meta-wordcamp

**Michael Willman** Oct 15th, 2024 at 12:17 PM  
Is it true that WP Engine employees are banned from attending all future WordCamp events? Does this ban include just employees, or customers and other affiliates of WP Engine as well?

5 replies

**Michael Willman** Oct 15th, 2024 at 12:17 PM  
Source: [https://www.theregister.com/2024/10/15/wordpress\\_bans\\_wpengine\\_from\\_events/](https://www.theregister.com/2024/10/15/wordpress_bans_wpengine_from_events/)

**theregister.com**  
WordPress bans WP Engine from sponsoring user groups  
As Matt Mullenweg and David Heinemeier Hansson feud over FOSS, community worries about the fallout (63 kB) ▾



**sippis** Oct 15th, 2024 at 12:59 PM  
#community-events would be the appropriate channel. This one is for coordinating the development of WordCamp and other Event program websites.

**Michael Willman** Oct 15th, 2024 at 12:59 PM  
Gotcha. Can I ask then, are WP Engine employees banned from the WordCamp website?

**sippis** Oct 15th, 2024 at 1:04 PM  
WordCamp websites are open to public. I don't have access to information tho if there's any IP level blocks in place. WordCamp sites do use a shared login mechanism with wordpress.org.

**Michael Willman** Oct 15th, 2024 at 1:04 PM  
I appreciate the response @sippis, thank you.

Conversation thread posted by Michael Willman - October 16th, 2024

Make.Wordpress.org Slack Server - #meta channel - Captured January 11th, 2025

Thread #meta

**Michael Willman** Oct 16th, 2024 at 11:09 AM  
I saw that Wordpress.org is now requiring manual approval of accounts. Is this solely an anti-spam measure or are new accounts being vetted for ties to WP Engine? If a user is a client of WP Engine, will they be allowed to have a Wordpress.org account?

18 replies

**realloc** Oct 16th, 2024 at 11:13 AM  
I hope this isn't the case for those trying to register for an event (like a WordCamp), only to find out they first need to sign up for Wordpress.org. (edited)

**sippis** Oct 16th, 2024 at 11:18 AM  
Haven't seen changes that would make .org registration approval for every single user mandatory. Can't say for certain tho, as I do not have access to data that would prove or disprove this.

But I highly doubt there's forced manual approval in place just because of the sheer amount of manual work that would be needed for that.

There's always been a process where certain things (I don't know exactly what) mark the account to be approved - to fight spam and some other junk.

**Courtney** Oct 16th, 2024 at 11:18 AM  
<https://github.com/WordPress/wordpress.org/pull/397> from earlier in this channel

#397 Remove extra fields from pending-profile page.  
This PR removes extra field data when a profile is pending.

Why?

When the profile is pending, users are waiting for someone to approve. Once approved, an email is sent to the user that opens `pending-create` which includes the profiles fields, along with a field to set the password.

We therefore don't need to show users these profiles field when the account is pending or the users needs to confirm their email. It distracts from the next step.

There are some incidental changes:

- Style: Updated links to use same color as wp.org.
- Style: Expand the box a bit to make copy more legible
- Content: Add headings to states

Thread # meta



There are some incidental changes:

- Style: Updated links to use same color as wp.org.
- Style: Expand the box a bit to make copy more legible
- Content: Add headings to states
- Spacing changes.

Current

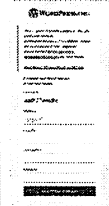
| State | Image

... Show more

Comments

1

WordPress/wordpress.org Oct 15th, 2024 · Added by GitHub



**sippi** Oct 16th, 2024 at 11:21 AM

To my knowledge, that process has always existed when certain flags are met. By the quick looks that PR is just tweaking some parts of the process, not forcing it to all new users.

1



**Courtney** Oct 16th, 2024 at 11:22 AM

Related, not direct issues.

1



**Michael Willman** Oct 16th, 2024 at 11:24 AM

Gotcha, I was hearing chatter to the contrary but looking at the PR now I think you may be right. I apologize for the confusion @sippi.

Thread # meta



**clorith** Oct 16th, 2024 at 11:24 AM

We are not vetting individual users, this is simplifying and removing FJD from the average user, and making it clearer for those caught by the spam trap that there's a path forward, we get ~100 emails from users in this state reaching out per day

3 2



**Michael Willman** Oct 16th, 2024 at 11:30 AM

Makes sense to me, thanks for the clarification.



**phpguy** Oct 16th, 2024 at 12:07 PM

Im sure that would be a nightmare for them, but its about the only way to stop spam, then Im not sure its 100%.



**ML Dev** Oct 16th, 2024 at 1:31 PM

@clorith in general thank you to helping add clarity to a lot of questions we've had lately here - it's seen and appreciated! 🙏



**Michael Willman** Oct 16th, 2024 at 3:07 PM

@clorith Should take a look at ChatGPT's Moderation API, could help you a lot and your use case is low volume enough to not be \$\$\$\$\$.



**clorith** Oct 16th, 2024 at 3:09 PM

oh I am not leaning on LLM's for this, they're great for flagging things that need manual review, but we already have that fairly well covered, and the real user interaction gives those caught in those cases a much better experience with the platform as a whole when they know someone is reading their replies (even if parts of our replies are based on pre-defined replies to save us having to type them out every time 😊)



**Michael Willman** Oct 16th, 2024 at 3:10 PM

I meant more as a first line of defense vs some more traditional filters, we are testing it for comment moderation as a replacement for Akismet and its working quite well so far.

But its not the best tool for everyone of course, if you already have robust filtering in place then it may not be needed.



**clorith** Oct 16th, 2024 at 3:12 PM









We've had good success with the current setup, I don't have all the details on that one obviously, but it seems to work well so far 😊 Always happy to hear suggestions on improvements though, even if they may not always lead to anything!



**Michael Willman** Oct 16th, 2024 at 3:12 PM



I made a note to shoot you a DM when we are more further along in our testing, just to show you what we've done. Even just some feedback would be cool as well.







1


-  **clorith**  Oct 16th, 2024 at 3:12 PM  
We've had good success with the current setup, I don't have all the details on that one obviously, but it seems to work well so far 🤖 Always happy to hear suggestions on improvements though, even if they may not always lead to anything!
-  **Michael Willman** Oct 16th, 2024 at 3:12 PM  
I made a note to shoot you a DM when we are more further along in our testing, just to show you what we've done. Even just some feedback would be cool as well.  
 1 
-  **Steve Dufresne** Oct 16th, 2024 at 7:21 PM  
Thanks for fielding this conversation clorith and apologies for the speedy move to production. I think it's good timing to improve the login flow where relevant and I hope to make a few more minor improvements in the upcoming weeks. I'll be more sensitive to spam/moderating as I do so. 🤖
-  **clorith**  Oct 17th, 2024 at 12:19 AM  
No worries at all, and my remark on speed wasn't as a retort (would probably have worked better in person 🤖), I'm always happy to see workflow improved


Conversation thread posted by Michael Willman - October 17th, 2024














Make.Wordpress.org Slack Server - #meta channel - Captured January 11th, 2025


# meta WordPress Meta Team | <https://make.wordpress.org/meta/>  

 #meta. Also, rataelgallani joined.

**October 17th, 2024** 

-  **Michael Willman** 12:46 PM  
Is there a way for Wordpress.org users to determine if their account has been blocked, if they are unable to login due to the WP Engine checkbox? Several individuals are reporting that their slack accounts were deactivated today but their accounts on Wordpress.org appear to still be active.
-  **clorith**  12:49 PM  
If you are blocked from signing in to WordPress.org, you will get a message saying so. The checkbox is a required form field, so you can't sign in without checking it and it won't impact anything there. We can't comment on specific slack accounts, as we only discuss individual users accounts with the users them selves if they reach out.
-  **Michael Willman** 12:50 PM  
How can I tell if I am blocked if I cannot login due to the checkbox?  
One user I spoke with is actively trying to move their clients off WP Engine, they've already moved half and canceled several thousands of dollars a month in WP Engine hosting contracts, but still has clients awaiting migration. That user, for example, would like to be able to tell if their account is blocked, but cannot attempt a login until they finish offboarding their clients from WP Engine. Is there a solution for them? I understand you cant answer about individual accounts, but more generally is there a way for them to determine if their account is blocked?  
 1 
-  **clorith**  12:51 PM  
Unfortunately, at this time, you can not, but if you are unable to tick the box, you generally cannot use WordPress.org at this time any way, so the effect would essentially be the same.
-  **Michael Willman** 12:53 PM  
Is there a method for EU users to request data deletion from Wordpress.org under GDPR regulations?
-  **clorith**  12:53 PM  
All of that is covered in the privacy policy page, but the short answer is yes.  
 1 



# meta WordPress Meta Team | <https://make.wordpress.org/meta/> 3,478

Messages Canvas Files Bookmarks Pins +

---

**clorith** 12:53 PM October 17th, 2024  
 All of that is covered in the privacy policy page, but the short answer is yes.  
 1

**Nolan** 12:55 PM  
<https://wordpress.org/about/privacy/data-erasure-request/>  
 wordpress.org  
 Data Erasure Request | WordPress.org  
 Blog Tool and Publishing Platform  
 1  
 you can do so there.

**Michael Willman** 12:59 PM  
 Gotcha, I didn't realize that this form doesn't require a login.

**clorith** 1:01 PM  
 Neither erasure or data request forms require a login, but it does speed up the process if you are signed in

**charle3** 1:02 PM  
 joined and left #meta.

**Michael Willman** 1:08 PM  
 If a plugin or theme developer submits a data deletion request, and their plugin/theme is not deleted from the Wordpress.org repository, will the plugin author and other details be updated to reflect the fact that the files are now being provided by Wordpress.org instead of the original publisher? [edited]  
 1

Conversation thread posted by Michael Willman - October 23rd, 2024

Make.Wordpress.org Slack Server - #meta channel - Captured January 11th, 2025

Thread # meta

**Michael Willman** Oct 23rd, 2024 at 10:58 AM  
 @matt is there any way to purchase a license to use Wordpress.org services, perhaps with a terms of service agreement and other defined terms that we can ensure our organization follows to retain such access? Per your attorney's own words, it seems we are currently "[gambling] for the sake of profit that [you will] continue to maintain open access to your website for free" and we have "no legal entitlement to access or use" of the Wordpress.org site. I find it difficult to justify such a gamble and I cannot see how I could ever convince a client of mine to make that gamble either, is there any way we can enter into a business relationship with Automattic or you personally to give us more explicit access to Wordpress.org services?

1 reply

**mattbeck** Oct 23rd, 2024 at 1 26 PM  
 sure, that'll be 8% of your client's gross

Thread # ranting



**Michael Willman** Dec 10th, 2024 at 7:23 PM

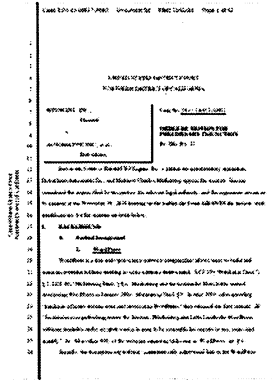
<https://storage.courtlistener.com/recap/gov.uscourts.cand.437474/gov.uscourts.cand.437474.64.0.pdf>

**CourtListener**

Order on Motion for Preliminary Injunction – #64 in WPEngine, Inc. v. Automattic Inc.

(N.D. Cal., 3:24-cv-06917) – CourtListener.com

Order on Motion for Preliminary Injunction (33 kB) ▾



1 reply



**veerleverbort** Dec 11th, 2024 at 5:13 AM

Thank you for sharing.

This so shouldn't have happened in the first place. We'll see how the case continues, but at least all can rejoice for now. ❤️



1 reply 1 month ago



**Michael Willman** 7:23 PM

Provided without commentary

This account on slack.wordpress.org / wordpress.slack.com is operated by an affiliate and Related Entity of WP Engine. (edited)

**EXHIBIT E**



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Hours logged by Jomar Corona for Redev on WP Core Update plugin

Redev's Clickup Workspace - Captured January 11th, 2025

↑ Wordpress.org / WP Engine - Project Plan

Task 86eqd3jvg

### Create the first draft of the plugin

Status	CLOSED	Assignees	
Dates	9/30/24 - 10/11/24	Priority	High
Time Estimate	Empty	Track Time	34h 55m
Tags	Empty	Relationships	Empty

Task 86eqd3jut

### Wordpress.org / WP Engine - Project Plan

Status	CLOSED	Assignees	MW, JHR
Dates	9/30/24 - 10/11/24	Priority	High
Time Estimate	Empty	Track Time	2h
Tags	Empty	Relationships	Empty

Task 86oqumicv

### wordpress-plugin-mirror-poc

Status	IN PROGRESS	Assignees	Empty
Dates	Empty	Priority	Empty
Time Estimate	Empty	Track Time	5h 45m
Tags	Empty	Relationships	Empty

**Activity** 1

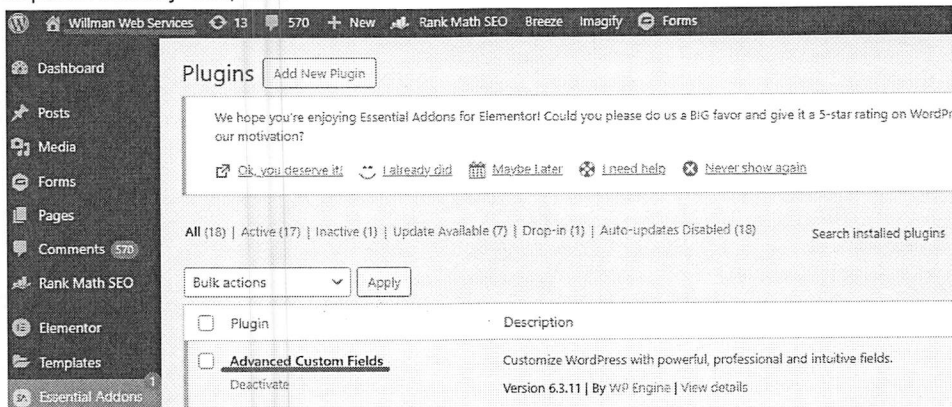
- Jomar created this task Oct 7 2024 at 7:47 am
- Jomar changed status from **Empty** to **In Progress** Oct 7 2024 at 7:47 am
- Jomar tracked time 5h 45m on 10/7/24 Oct 7 2024 at 7:47 am

Excerpt from contract between Trellis and Redev outlining terms of Air Lift phase 1 contract  
Captured January 11th, 2025

Payment NumberMonth	Amount	Terms
1 October	\$7,400	ACH payment pending Trellis receives payment from client Credit Card payment by 10/18 if client has not completed payment to TrellisProcessing fees accepted by Redev
2 November	80 hours billed: \$3,445	At least 40% of IC work (48 hours) has been completed If less than 48 IC hours are completed by Redev, Trellis will pay Redev proportionally to the 48 hours targeted (ie. 30 hours are completed, Trellis will pay 63% of the \$3,445 which is equal to \$2,155) At least 40% of IC work time (48 hours) has been billed to the ClientPending first 50 pages of content have been accepted by the Clientif content has not been accepted by the client, payment will be delayed until the first 50 pages are client approvedACH payment pending Trellis receives payment from client Credit Card payment by invoice due date if client has not completed payment to TrellisProcessing fees accepted by Redev
3 December	\$3,445	At least 80% of IC work time has been billed to the ClientACH payment completed by 12/6/2024 pending Trellis receives payment from client Credit Card payment by invoice due date if client has not completed payment to Trellis by 12/6/2024Processing fees accepted by Redev

Screenshot of Advanced Custom Fields installed on willmanwebservices.com

Captured January 12th, 2025



Screenshot of Secure Custom Fields installed on a website owned by Michael Willman

Captured January 13th, 2025

