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January 4, 2018

**VIA EMAIL**

Tony Perkins  
Investigator, Campaign Finance Unit  
Washington Attorney General's Office  
[tonyp@atg.wa.gov](mailto:tonyp@atg.wa.gov)

**Re: Christine Rolfes Campaign -- Response to Citizen Action Notice**

Dear Mr. Perkins:

We represent Senator Christine Rolfes and her campaign, People to Reelect Christine Rolfes (collectively, the “Rolfes Campaign”). The Rolfes Campaign has reviewed Mr. Morgan’s complaint filed with the Attorney General’s Office on November 30, 2017. At the outset, it should be noted that the allegations in the complaint concern only a small portion of the more than 175 reports that the Rolfes Campaign filed and over \$170,000 in expenditures that it reported for the 2016 election alone. In other words, it is undisputed that the Rolfes Campaign substantially complied with applicable reporting requirements. Moreover and as explained below, even as to the reports and expenditures that are referenced in the complaint, there have been no material violations.

The complaint asserts three types of violations, by exhibit: failure to file timely C3 and C4 reports (Exhibit A); failure to disclose reportable debt (Exhibit B); and failure to provide adequate descriptions of expenditures (Exhibit C). The particular allegations made are based largely on speculation and are incorrect in substance. The Rolfes Campaign timely filed its reports as required, disclosed its reportable debts, and provided adequate descriptions of expenditures. Any mistakes were isolated, inadvertent, minor, and harmless. We address each of the three Exhibits below, in turn. As we explain, there is no basis here for the Attorney General’s Office to take any further action.

**Exhibit A: C3 and C4 Reports.** The Rolfes Campaign filed its reports timely, with a couple of isolated delays of three days or less, and certain amendments made to correct a few minor and harmless errors. There were no material violations.

Item 9 was filed timely. The complaint simply identifies an incorrect reporting deadline of July 4, a holiday.

Items 3, 5, and 8 were filed in non-election years and reported no financial activity. Accordingly, these reports were not required to be filed in the first place, and were not untimely.

Items 6 and 7 were late by only a few days or less, due to administrative errors. As for item 6, it was filed three days late because the campaign had retained a new Treasurer around this time, who was new to the process and misunderstood the applicable deadline. This was merely an honest mistake by someone who was learning how to navigate the applicable rules, guidance, and procedures. Item 7 was filed two days late due to oversight, but this was isolated and harmless: the delay was only two days, all deposits had already been reported in timely C3 filings, and the only expenditures to be reported amounted to \$13.65.

Finally, items 1, 2, and 4 are amended reports, which were filed in consultation with the PDC to correct certain accounting errors, such as the addition of a \$226.85 payment to the former Treasurer, which had been omitted. These amendments were isolated corrections, and only confirm the campaign's good faith efforts over time to maintain full compliance.

**Exhibit B: Debts.** The items identified in this exhibit were not reportable as debt. The complaint's allegations to the contrary are based on false speculation.

Items 1, 6, 8, 11-12, 16, 19-22, and 24-28 were recurring payments for services by the campaign's treasurer and campaign manager. These recurring payments were paid on a regular basis for ongoing work and were not reportable as debts. Likewise, item 14 was a retainer for the future services of a consulting firm. The campaign was in discussions with the firm over this retainer and the amount that would be paid, based in part on the absence of an identified opponent, up until shortly before the payment was made. Thus, there was no prior debt to report.

Items 2-4, 13, and 17 were reimbursements that were promptly paid, either the same day as the purchase or otherwise within the same reporting period. There was thus no reportable debt. Likewise, items 9-10 and 23 were ordered during the same reporting period that they were paid, meaning there was no debt to report.

Items 5 and 18 were advance payments for web services, and there was no prior commitment to report as debt. Likewise, item 15 was payment for a video that someone created for the campaign without any prior commitment from or coordination with the campaign, but for which the campaign opted to pay. There was no prior obligation to report as debt.

Finally, item 7 was a payment in May of 2016 for a facility rental the same month. The campaign's commitment to rent the facility did not become firm until that month, nor was there reason to believe that the amount would exceed \$250 until the plans for the event became clear that month. Accordingly, there was no prior debt to report.

**Exhibit C: Descriptions.** The descriptions that the Rolfes Campaign provided of its numerous expenditures were sufficient for the public to identify the nature and recipients of those expenditures. The complaint picks out a small number of descriptions for which it suggests additional detail should have been provided, but the descriptions were adequate and always could be supplemented with additional details upon request.

For item 2, the subvendor was identified (“TurboTax”), contrary to the allegation in the complaint.

For item 3, there was no subvendor, contrary to the suggestion in the complaint. Item 3 was a payment to the Treasurer for services rendered.

Items 1, 4-9, 14, 16-18, and 19-21 involved modest, generic purchases, many of which were less than \$50 and did not need to be itemized at all. Items 1, 4-9, 14, and 16 were all payments of less than \$50 for a variety of generic costs like basic internet service and stock mailing labels. The descriptions provided were not required in the first place and were thus more than adequate. Items 17 and 18 were reimbursements for basic party supplies like food, wine, and name tags. The discrete purchases involved were either less than \$50 or from general stores such as Safeway and Office Depot. The general descriptions provided were thus appropriate, and more information could be provided upon request. To err on the side of disclosure, the campaign will include more detail for such party-related purchases going forward whenever itemization is required. Items 19 and 20 were general printing-related purchases paid to a campaign consultant. Given the modest and generic nature of these expenses, no further detail was necessary, and more information could always be provided upon request. But again, to err on the side of disclosure, the campaign will include more detail for such printing-related purchases going forward, whenever itemization is required. Item 21 was a reimbursement for payment to the campaign’s general service “ISP,” or internet service provider, for website hosting. Again, more information could be provided upon request. To err on the side of disclosure, the campaign will specify its internet service provider going forward, for any such expenditures required to be itemized.

Finally, items 10-14 and 19-20 involved modest printing-related purchases, including cards, letterhead, labels, and envelopes, for which specific quantities were not material. Given the modest nature of all these purchases, the descriptions provided were adequate, and specific quantities were not needed. That said, to err on the side of disclosure, the campaign will include quantities whenever practicable for printing-related expenses going forward.

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In conclusion, the Rolfes Campaign has complied with applicable reporting requirements, including with regard to the specific reports and expenditures referenced in Mr. Morgan's complaint. The campaign's reports were filed timely and its expenditures were properly reported. Any mistakes were isolated, inadvertent, and harmless. No further action is warranted.

Sincerely,

PACIFICA LAW GROUP LLP

A handwritten signature in blue ink, appearing to read "T. V. Flevaris". The signature is fluid and cursive, with a long horizontal stroke at the end.

Taki V. Flevaris