

Geoffrey Bracken
Ministerial Treasurer, Vote Molly Marshall
geoff@brackenconsulting.llc
votemollymarshall@gmail.com

November 5, 2024

Ms. Tanya Mercier
Compliance Officer
Public Disclosure Commission
P.O. Box 40908
Olympia, WA 98504-0908

RE: Molly Marshall: Alleged violation of RCW 42.17A.235, .240 & .405

Dear Ms. Mercier:

On behalf of Vote Molly Marshall (“the Committee”), I am hereby responding to the allegations raised by Mr. John Estey in the above-referenced matter. The details necessary to respond to the allegations were provided by The Committee.

Mr. Estey’s allegation that the Committee violated campaign finance law is unfounded, as described herein. His allegations are based on a fundamental misunderstanding of campaign finance law and the difference between an authorized agent and a vendor relationship.

Without conceding to any allegations, the Committee welcomes the continued efforts of the PDC to ensure that any errors, if found, are corrected in a way which satisfies the law. The violations alleged by Mr. Estey are wholly unmeritorious

1. “Alleged Violation of RCW 42.17A.235, .240 & .405”

Mr. Estey’s allegation appears to be based on his broad interpretation of 42.17A.005(15)(iii) which defines a contribution as *“The financing by a person of the dissemination, distribution, or republication, in whole or in part, of broadcast, written, graphic, digital, or other form of political advertising or electioneering communication prepared by a candidate, a political or incidental committee, or its authorized agent”*. Mr. Estey’s case rests specifically on their assertion that Hamilton Studio, a vendor utilized by both the Committee and Citizens for Liberty and Labor, is an *authorized agent* of the Committee. Based on that assertion, Mr. Estey alleges that expenditures made by Citizens for Liberty and Labor were made in coordination with the Committee, invalidating them as independent expenditures.

Mr. Estey’s interpretation, however, is not accurate. WAC 390-05-190 defines “Agent” as the term is used in chapter 42.17A and Title 390 WAC as *“a person, whether the authority or consent is direct or indirect, express or implied, oral or written, who: (1) Is authorized by another to act on their behalf; or (2) Represents and acts for another with the authority or consent of the person represented”*. This definition is consistent with the legal concept of an authorized agent as a party which is authorized by another to make decisions on their behalf. For Mr. Estey’s allegation to stand, the Committee would have had to, directly or indirectly, expressly or implicitly, orally or written, provide authorization to Hamilton Studio to make and authorize expenditures on behalf of the Committee. The Committee provided no such authorization to Hamilton Studio and had no

part in content produced outside of its contract for goods and services. Hamilton Studio is a vendor which provides videography services. The Committee entered into a contract for goods or services with Hamilton Studio with the sole intent of producing videos to be used in advertisements published elsewhere. The full extent of that relationship is that of a vendor. A contract for goods or services is not a direct, indirect, express, implicit, oral, or written agreement authorizing a vendor to make expenditures as an agent of the Committee.

As the Committee had no part in authorizing expenditures independently made by Citizens for Liberty and Labor, the further allegation that the Committee failed to timely file contributions, accepted contributions in excess of limits, and failed to report expenditures is without standing.

Conclusion

The Committee entered into a separate, individual, and unrelated business relationship with a vendor to procure services which are within the day-to-day scope of Hamilton Studio. At no time was there a sharing of information or coordination with Citizens for Liberty and Labor. While it is true that Citizens for Liberty and Labor utilized this same vendor to procure similar services, this correlation alone is insufficient to constitute a coordinated expenditure under the law.

In fact, this case is nearly identical to PDC Enforcement case #59671 where the Complainant alleged a similar interpretation. In that case the PDC reviewed the commercial advertiser books of account with the implicated vendors and made the determination that coordination did not take place.

For the foregoing reasons, I believe that it would be appropriate for the PDC to dismiss these allegations outright.

If you have any questions, please do not hesitate to contact me.

Sincerely,
Geoffrey Bracken
Ministerial Treasurer, Vote Molly Marshall
509-251-1816
Geoff@BrackenConsulting.llc
VoteMollyMarshall@gmail.com

CC: Molly Marshall (via email)