

Respondent Name
RumbleUp
Complainant Name
Conner Edwards
Complaint Description
<p>Conner Edwards reported via the portal (Tue, 24 Dec 2024 at 10:42 AM)</p> <p>Description of Complaint</p> <p>See attached complaint.</p> <p>Notice to Respondent</p> <p>I apologize to you for any inconvenience caused by this complaint. The chance that you will actually be fined for the violations identified above is extremely small because the agency is averse to doing the work necessary to bring cases to hearings. Most likely this case – and any future cases against you – will simply be dismissed by staff.</p> <p>This complaint is one of hundreds that I have filed to highlight and ultimately fix the significant shortcomings associated with the agency responsible for administering our state’s campaign finance laws.</p> <p>What are these shortcomings?</p> <p>Overcomplicated and outdated requirements that are difficult to understand and comply with. Failure to properly educate the regulated community about the tasks they must perform to remain in compliance with applicable requirements and avoid complaints. Failure of the agency to send regular reminders to filers about pending deadlines. A failure to proactively enforce applicable requirements which enables the complaint system to become weaponized. Non-intuitive, non-user friendly, and buggy reporting software. Failure to meaningfully enforce core requirements. Failure to follow the best operating practices of other neighboring campaign finance agencies. An agency leadership structure that largely disregards stakeholder input and is slow to identify and resolve major agency deficiencies.</p> <p>I believe that the best way to motivate the agency to address these problems is by filing a large number of complaints so that the agency’s problems become impossible to ignore.</p> <p>Slowly (too slowly) this strategy is starting to yield concrete and beneficial changes. You can read about these changes here: https://www.seattletimes.com/seattle-news/politics/why-one-man-filed-800-campaign-finance-complaints-against-wa-candidates/</p> <p>If you believe that the agency could have done something different to help you proactively avoid the issues identified in this complaint, I hope that you will consider including it in your response. The agency, and the public, can benefit from your perspective and feedback.</p> <p>“I am no longer accepting the things I cannot change. I am changing the things I cannot accept.” — Angela Davis</p>
What impact does the alleged violation(s) have on the public?
See complaint. The PDC has an obligation to provide transparency to the voters by enforcing disclosure requirements. The agency’s failure to actively monitor compliance with these requirements and enforce them damages both the public and members of the regulated community.
List of attached evidence or contact information where evidence may be found
See complaint and also PDC website.
List of potential witnesses with contact information to reach them
See complaint and also PDC website.
Certification (Complainant)

I certify (or declare) under penalty of perjury under the laws of the State of Washington that information provided with this complaint is true and correct to the best of my knowledge and belief.

Expenditures

Search expenditures by all candidates and political committees since 2007. Campaigns are required to itemize any expense of more than \$50. Donated goods and services (known as in-kind contributions) also appear as expenditures, with the contributor listed in the recipient column.

Results for:

Recipient Name: RumbleUp ✕

Expenditure Date: 01/01/2020-12/06/2024 ✕

^ Hide Filters 🔍 Search Tips

Candidate/Committee Name

Enter text

X

Election Year

Select

X

Campaign Type

Select

X

Recipient Name

RumbleUp

X

Expenditure Date

01/01/2020

12/06/2024

X

Amount

From

To

X

City

Enter text

X

State

Select

X

Description

Enter text

X

Show 100 ▾ entries

[Download 198 rows as CSV.](#)

Candidate/Committee Name	Election year	Campaign Type	Recipient Name	Expenditure Date	Amount	Description	City	State
Jesse L. Young	2024	Candidate	RUMBLEUP	09/13/2024	\$1,166.00	Event Marketing Text Messages	Washington	DC
Jesse L. Young	2024	Candidate	RUMBLEUP	09/12/2024	\$227.00	Event Marketing Text Messages	Washington	DC
Patrick Evan Bell (Pat Bell)	2024	Candidate	RumbleUp, LLC	08/19/2024	\$100.00	Text messages	Washington	DC
Patrick Evan Bell (Pat Bell)	2024	Candidate	RumbleUp, LLC	08/07/2024	\$250.00	Text messages	Washington	DC
Patrick Evan Bell (Pat Bell)	2024	Candidate	RumbleUp, LLC	08/07/2024	\$100.00	Text messages	Washington	DC
Patrick Evan Bell (Pat Bell)	2024	Candidate	RumbleUp, LLC	08/06/2024	\$100.00	Text messages	Washington	DC
Patrick Evan Bell (Pat Bell)	2024	Candidate	RumbleUp, LLC	08/06/2024	\$300.00	Text messages	Washington	DC
Jesse L. Young	2024	Candidate	RUMBLEUP	08/06/2024	\$2,697.00	Text Messaging	Washington	DC
Rachel M. Cole Harter (Rachel Harter)	2024	Candidate	RumbleUp	08/05/2024	\$847.00	P2P Texting Service	Washington	DC
Patrick Evan Bell (Pat Bell)	2024	Candidate	RumbleUp, LLC	08/05/2024	\$250.00	Text messages	Washington	DC
Pierce County Republican Party Non-Exempt	2024	Political Committee	RumbleUp	08/05/2024	\$826.00	Text messages	Washington	DC
Jesse L. Young	2024	Candidate	RUMBLEUP	08/05/2024	\$2,959.00	Text Messaging	Washington	DC
Patrick Evan Bell (Pat Bell)	2024	Candidate	RumbleUp, LLC	08/01/2024	\$300.00	Text messages	Washington	DC
Patrick Evan Bell (Pat Bell)	2024	Candidate	RumbleUp, LLC	08/01/2024	\$198.00	Text messages	Washington	DC
Patrick Evan Bell (Pat Bell)	2024	Candidate	RumbleUp, LLC	08/01/2024	\$400.00	Text messages	Washington	DC

Candidate/Committee Name	Election year	Campaign Type	Recipient Name	Expenditure Date	Amount	Description	City	State
Patrick Evan Bell (Pat Bell)	2024	Candidate	RumbleUp, LLC	08/01/2024	\$300.00	Text messages	Washington	DC
Patrick Evan Bell (Pat Bell)	2024	Candidate	RumbleUp, LLC	08/01/2024	\$100.00	Text messages	Washington	DC
Patrick Evan Bell (Pat Bell)	2024	Candidate	RumbleUp, LLC	08/01/2024	\$100.00	Text messages	Washington	DC
Pierce County Republican Party Non-Exempt	2024	Political Committee	RumbleUp	07/30/2024	\$3,130.00	Text messages	Washington	DC
Pierce County Republican Party Non-Exempt	2024	Political Committee	RumbleUp	07/30/2024	\$762.00	Text messages	Washington	DC
Brandon Beynon	2024	Candidate	RumbleUp	07/29/2024	\$954.91	Text messages (8681)	Washington	DC
Pierce County Republican Party Non-Exempt	2024	Political Committee	RumbleUp	07/29/2024	\$3,371.00	Text messages	Washington	DC
Patrick Evan Bell (Pat Bell)	2024	Candidate	RumbleUp, LLC	07/24/2024	\$900.00	Text messages	Washington	DC
Patrick Evan Bell (Pat Bell)	2024	Candidate	RumbleUp, LLC	07/23/2024	\$400.00	Text messages	Washington	DC
Patrick Evan Bell (Pat Bell)	2024	Candidate	RumbleUp, LLC	07/22/2024	\$1,200.00	Text messages	Washington	DC
Patrick Evan Bell (Pat Bell)	2024	Candidate	RumbleUp, LLC	07/22/2024	\$19.00	Texting service subscription	Washington	DC
Patrick Evan Bell (Pat Bell)	2024	Candidate	RumbleUp, LLC	06/25/2024	\$100.00	Text message service	Washington	DC
Patrick Evan Bell (Pat Bell)	2024	Candidate	RumbleUp, LLC	06/25/2024	\$114.00	Text message service	Washington	DC
Patrick Evan Bell (Pat Bell)	2024	Candidate	RumbleUp, LLC	06/24/2024	\$19.00	Text message service	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/27/2023	\$19.00	Subscription fee.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/08/2023	\$314.89	Text messages (6,286) - Plese support.	Washington	DC

Candidate/Committee Name	Election year	Campaign Type	Recipient Name	Expenditure Date	Amount	Description	City	State
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/08/2023	\$370.65	Text messages (7,392) - Moore support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/08/2023	\$314.89	Text messages (6,286) - Treloar support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/08/2023	-\$274.39		Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/08/2023	\$324.41	Text messages (6,286) - Woodward support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/08/2023	\$370.65	Text messages (7,392) - Plese support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/08/2023	\$353.83	Text messages (7,062) - Cathcart support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/08/2023	\$353.83	Text messages (7,062) - Plese support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/08/2023	\$381.88	Text messages (7,392) - Woodward support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/08/2023	\$364.55	Text messages (7,062) - Woodward support.	Washington	DC
Katey Treloar (Katey Randall Treloar)	2023	Candidate	RumbleUP	11/07/2023	\$19.00	Robocalls	Washington	DC
Stephanie Cheryl Jerdon (Stephanie Jerdon)	2023	Candidate	RumbleUp, LLC	11/07/2023	\$374.00	Robocalls	Washington	DC

Candidate/Committee Name	Election year	Campaign Type	Recipient Name	Expenditure Date	Amount	Description	City	State
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/06/2023	\$524.02	Text messages (8,038) - Woodward support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/06/2023	\$757.49	Text messages (11,620) - Woodward support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/06/2023	\$735.22	Text messages (11,620) - Plese support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/06/2023	\$508.62	Text messages (8,038) - Cathcart support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/06/2023	\$505.58	Text messages (7,995)) - Treloar support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/06/2023	\$505.58	Text messages (7,995)) - Plese support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/06/2023	\$735.22	Text messages (11,620) - Moore support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/06/2023	\$508.62	Text messages (8,038) - Plese support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/06/2023	\$520.90	Text messages (7,995)) - Woodward support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/05/2023	\$52.26	Text messages (800) - Woodward support.	Washington	DC

Candidate/Committee Name	Election year	Campaign Type	Recipient Name	Expenditure Date	Amount	Description	City	State
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/05/2023	\$25.43	Text messages (365) - Plese support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/05/2023	\$27.13	Text messages (430) - Plese support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/05/2023	\$86.66	Text messages (1,362) - Treloar support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/05/2023	\$81.36	Text messages (1,284) - Plese support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/05/2023	\$86.66	Text messages (1,362) - Plese support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/05/2023	\$67.56	Text messages (1,066) - Moore support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/05/2023	\$25.43	Text messages (365) - Treloar support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/05/2023	\$40.98	Text messages (627) - Woodward support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/05/2023	\$83.80	Text messages (1,284) - Woodward support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/05/2023	\$67.56	Text messages (1,066) - Plese support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/05/2023	\$50.74	Text messages (800) - Plese support.	Washington	DC

Candidate/Committee Name	Election year	Campaign Type	Recipient Name	Expenditure Date	Amount	Description	City	State
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/05/2023	\$26.20	Text messages (365) - Woodward support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/05/2023	\$27.93	Text messages (430) - Woodward support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/05/2023	\$89.26	Text messages (1,362) - Woodward support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/05/2023	\$39.80	Text messages (627) - Treloar support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/05/2023	\$81.36	Text messages (1,284) - Moore support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/05/2023	\$27.13	Text messages (430) - Moore support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/05/2023	\$39.80	Text messages (627) - Plese support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/05/2023	\$69.61	Text messages (1,066) - Woodward support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/05/2023	\$50.74	Text messages (800) - Moore support.	Washington	DC
Katey Treloar (Katey Randall Treloar)	2023	Candidate	RumbleUP	11/05/2023	\$344.00	Robocalls	Washington	DC
Katey Treloar (Katey Randall Treloar)	2023	Candidate	RumbleUP	11/04/2023	\$261.00	Robocalls	Washington	DC

Candidate/Committee Name	Election year	Campaign Type	Recipient Name	Expenditure Date	Amount	Description	City	State
Stephanie Cheryl Jerdon (Stephanie Jerdon)	2023	Candidate	RumbleUp, LLC	11/04/2023	\$100.00	Robocalls	Washington	DC
Amy L Breitenstein (Amy Breitenstein)	2023	Candidate	RumbleUp LLC	11/03/2023	\$447.00	RoboText	Moses Lake	WA
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/02/2023	\$161.22	Text messages (8,408) - Woodward support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/02/2023	\$372.94	Text messages (12,285) - Plese support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/02/2023	\$1,014.77	Text messages (8,819) - Wilkerson oppose.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/02/2023	\$169.12	Text messages (8,819) - Treloar support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/02/2023	\$322.43	Text messages (8,408) - Plese support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/02/2023	\$169.12	Text messages (8,819) - Woodward support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/02/2023	\$967.32	Text messages (8,408) - Wilkerson oppose.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/02/2023	\$186.47	Text mesages (12,285) - Moore support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/02/2023	\$338.26	Text messages (8,819) - Plese support.	Washington	DC

Candidate/Committee Name	Election year	Campaign Type	Recipient Name	Expenditure Date	Amount	Description	City	State
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/02/2023	\$186.47	Text messages (12,285) - Woodward support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/02/2023	\$161.22	Text messages (8,408) - Woodward support.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	11/02/2023	\$1,118.82	Text messages (12,285) - Wilkerson oppose.	Washington	DC
Stephanie Cheryl Jerdon (Stephanie Jerdon)	2023	Candidate	RumbleUp, LLC	11/02/2023	\$219.00	Robocalls	Washington	DC
Sherri Larkin	2023	Candidate	RumbleUp	10/30/2023	\$100.00	Mass Text Campaign	Washington DC	DC
Sherri Larkin	2023	Candidate	RumbleUp	10/30/2023	\$100.00	Mass Text Campaign	Washington DC	DC
Sherri Larkin	2023	Candidate	RumbleUp	10/30/2023	\$100.00	Mass Text Campaign	Washington DC	DC
Sherri Larkin	2023	Candidate	RumbleUp	10/30/2023	\$100.00	Mass Text Campaign	Washington DC	DC
Sherri Larkin	2023	Candidate	RumbleUp	10/30/2023	\$100.00	Mass Text Campaign	Washington DC	DC
Sherri Larkin	2023	Candidate	RumbleUp	10/30/2023	\$100.00	Mass Text Campaign	Washington DC	DC
Sherri Larkin	2023	Candidate	RumbleUp	10/30/2023	\$100.00	Mass Text Campaign	Washington DC	DC
Sherri Larkin	2023	Candidate	RumbleUp	10/30/2023	\$100.00	Text Msg Campaign	Washington DC	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	10/29/2023	\$2,053.44	Text messages (13,388) - Klitzke oppose.	Washington	DC

Candidate/Committee Name	Election year	Campaign Type	Recipient Name	Expenditure Date	Amount	Description	City	State
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	10/29/2023	\$379.21	Text messaging deposit/credit.	Washington	DC
Spokane Good Government Alliance	2023	Political Committee	RumbleUp!	10/29/2023	\$513.35	Text messages (13,388) - Moore support.	Washington	DC

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RumbleUp Terms of Service

Last Updated: June 21, 2021

Switchboard Labs, LLC ("SBL" "we," or "us") operates the RumbleUp mobile app and related website (the "Service"). By using or downloading the Service in any way, you accept these Terms of Service ("Agreement"). If you do not agree to all of the terms and conditions of this Agreement, do not use or access the Service.

Please note that this Agreement includes a class-action waiver and a waiver of jury trials.

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1. Who May Use the Service

You must be at least 13 years old to use the Service. Use is void where prohibited. By using the Service, you represent and warrant that you have the right, authority and capacity to enter into this Agreement and to abide by all of the terms and conditions of this Agreement.

2. License to Use the Service

SBL grants you a limited, non-exclusive license to download, access and use the Service for your own personal purposes. This license is personal to you and may not be assigned or sublicensed to anyone else.

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Additionally, you will not attempt to use our Services to access or allow access to emergency services, including any kind of service that connects you to emergency services personnel or public safety answering points, such as 9-1-1.

3. Registration

To use the Service, you must register an account with SBL. If you use your Facebook login to register your account, you are authorizing us to access certain information in your Facebook account, including information about Facebook friends you might share in common with other SBL users. By allowing us to access your Facebook account, you expressly acknowledge and agree that we may obtain and share your name and a profile picture, as well as the name and profile picture of your Facebook friends who are common Facebook friends with other SBL users in your network or geolocation.

You are responsible and liable for all activities conducted through your account, regardless of who conducts those activities. You are responsible for maintaining the confidentiality of your account information, including your username and password. You agree to take all reasonable precautions to prevent unauthorized access to, or use of, our Services, and agree to immediately notify SBL of any unauthorized use of your account, or any other breach of security. SBL is not liable for any loss or damage arising from: (a) your failure to protect your username or password, or (b) unauthorized use of

your account. As between SBL and you, you are also solely responsible for all use and for all acts and omissions of anyone authorized by you to access to the Service (“End Users”).

4. Privacy

Your privacy rights are set forth in our RumbleUp Privacy Policy, which forms a part of this Agreement. Please review the Privacy Policy to learn about:

- What information we may collect about you
- How we use that information
- What information, if any, you are agreeing to share with third parties when you use the Service; and
- With whom we share that information.

5. Licenses Granted by You

You grant SBL and its affiliates a worldwide, perpetual, irrevocable, non-exclusive, royalty-free license and right to copy, transmit, distribute, publicly perform and display (through all media now known or hereafter created), and make derivative works from any content that you upload to or transmit through the Service (your “Content”). In addition, you waive any so-called “moral rights” in your content. You further grant all users of the Service permission to view your content for their personal purposes. If you make suggestions to SBL on improving or adding new features to the Service, SBL shall have the right to use your suggestions in any manner and for any purpose, without any compensation to you.

6. Code of Conduct; Prohibited Activities

In using the Service, you must behave in a civil and respectful manner at all times. When using the Service, you will adhere to the requirements set forth in the RumbleUp Acceptable Use Policy available at <https://rumbleup.com/usepolicy.html> (the “Acceptable Use Policy”). The Acceptable Use Policy is incorporated by reference into this Agreement.

SBL does not have, and does not undertake, any obligation to prescreen, monitor, edit, or remove any user content posted on the Service. However, we retain the right (but not the obligation), in our sole discretion and for any reason, to prescreen, monitor, edit,

remove, or move user content posted on the Service. SBL has no obligation to retain or provide you with copies of your Content, nor does SBL guarantee any confidentiality with respect to your Content. SBL has the right (but not the obligation), at our sole discretion, to refuse to publish, remove, or block access to any user content, at any time and for any reason, with or without notice.

7. Term and Termination; Account Deletion

This Agreement begins on the date you first use the Service and continues until terminated in accordance with the provisions hereof.

SBL may suspend, disable, or delete your account (or any part thereof) if SBL determines, in its sole discretion, that (a) you have violated any provision of this Agreement or the Acceptable Use Policy; (b) that your conduct or content would tend to damage SBL's reputation or goodwill; or (c) providing the Services or any portion thereof is prohibited by law, or it has become impractical or unfeasible for any legal or regulatory reason to provide our Services. If SBL deletes your account for any of the foregoing reasons, you may not re-register under a different name.

Upon termination of this Agreement, all licenses granted by SBL will terminate. In the event of account deletion for any reason, content that you submitted may no longer be available. SBL shall not be responsible for the loss of any such content.

8. Disclaimers; Limitation of Liability

- THE SERVICE IS PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND. YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. SBL HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SBL DOES NOT MAKE ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE SERVICE, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICE, CONTENT, OR THE SERVERS THAT MAKES THE SERVICE AVAILABLE ARE

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- IF YOU ARE DISSATISFIED WITH THE SERVICE, YOUR SOLE AND EXCLUSIVE RIGHT AND REMEDY IS TO TERMINATE YOUR ACCOUNT (IF ANY) AND TO DISCONTINUE YOUR ACCESS TO AND USE OF THE SERVICE.
 - YOU ARE SOLELY RESPONSIBLE FOR YOUR INTERACTIONS WITH OTHER SERVICE USERS. SBL DOES NOT ATTEMPT TO VERIFY THE TRUTH OR ACCURACY OF STATEMENTS OF ITS USERS. SBL MAKES NO REPRESENTATIONS OR WARRANTIES AS TO THE CONDUCT OF USERS OR THEIR COMPATIBILITY WITH ANY CURRENT OR FUTURE USER.
 - IN NO EVENT SHALL SBL BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, EXEMPLARY, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SERVICE, INCLUDING WITHOUT LIMITATION, BODILY INJURY, DEATH, EMOTIONAL DISTRESS, AND/OR ANY OTHER DAMAGES RESULTING FROM COMMUNICATIONS OR MEETINGS WITH OTHER USERS OF THE SERVICE OR PERSONS YOU MEET THROUGH THE SERVICE. YOU AGREE TO TAKE REASONABLE PRECAUTIONS IN ALL INTERACTIONS WITH OTHER USERS OF THE SERVICE, PARTICULARLY IF YOU DECIDE TO MEET OFFLINE OR IN PERSON.
 - SBL reserves the right to modify, suspend or terminate the Service at any time. You are responsible for providing your own access to SBL. SBL has no obligation to screen or monitor any content on or available through the Service, and does not guarantee that any content available on the Service complies with this Agreement or is suitable for all users.

To the extent any disclaimer or limitation of liability does not apply, all applicable express, implied, and statutory warranties will be limited in duration to a period of thirty (30) days after the date on which you first used the Service, and no warranties shall apply after such period.

Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL SBL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES ARISING FROM OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICE, WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE. SBL'S MAXIMUM AGGREGATE LIABILITY TO YOU FOR LOSSES OR DAMAGES THAT YOU SUFFER IN CONNECTION WITH THESE TERMS OF USE OR THE SERVICE OR ANY CONTENT IS LIMITED TO THE GREATER OF (A) THE AMOUNT PAID, IF ANY, BY YOU TO SBL IN CONNECTION WITH THE SERVICE IN THE TWELVE (12) MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, OR (B) U.S. \$100.00. THE FOREGOING LIMITATIONS SHALL APPLY EVEN IF YOUR REMEDIES UNDER THESE TERMS OF USE FAIL OF THEIR ESSENTIAL PURPOSE.

9. Content Restrictions

You are solely responsible for the content that you publish or display (hereinafter, "post") on the Service, or transmit to other users. You will not post on the Service, or transmit to other users, any defamatory, inaccurate, abusive, obscene, profane, offensive, sexually oriented, threatening, harassing, racially offensive material, or any material that infringes or violates another party's rights (including, but not limited to, intellectual property rights, and rights of privacy and publicity). You will not provide inaccurate, misleading or false information to SBL or to any other user. If information provided to SBL, or another user, subsequently becomes inaccurate, misleading or false, you will promptly notify us of such change.

Your use of the Service, including but not limited to the content you post on the Service, must be in accordance with any and all

applicable laws and regulations, including privacy and data protection laws and applicable rules established by the Federal Communications Commission.

To the extent you include in your public profile or elsewhere on any public area of the Service, or otherwise provide to any other user, any telephone numbers, street addresses, last names, URLs, email addresses, or other information from which you may be identified and/or located, you do so at your own risk and you acknowledge and agree that we shall have no liability or obligation with respect to any third party use of the same.

10. Your Representations and Warranties

For any and all Content that you submit, you represent and warrant that: (a) you have the right to submit the content to the Service and grant the licenses set forth above; (b) SBL will not need to obtain licenses from any third party or pay royalties to any third party; © the Content does not infringe any third party's rights, including intellectual property rights and privacy rights; (d) the Content complies with this Agreement and all applicable laws; and (e) you will adhere to the Acceptable Use Policy.

11. Indemnification

You will indemnify, defend, and hold harmless SBL and its affiliates, directors, officers, employees, and agents, from and against all third party actions that: (a) arise from your use, or End User's use of, and activities on the Service; (b) assert a violation by you, or End User, of any term of this Agreement or the Acceptable Use Policy; or © assert that any content you, or End User, submitted to the Service violates any law or infringes any third party right, including any intellectual property or privacy right.

12. Third Party Copyrights and Other Rights Copyright Policy

SBL respects the intellectual property of others, and we ask our users to do the same. Each user is responsible for ensuring that the materials they upload to the Service do not infringe any third party copyright.

SBL will promptly remove materials in accordance with the Digital Millennium Copyright Act ("DMCA") if properly notified that the

materials infringe a third party's copyright. In addition, SBL may, in appropriate circumstances, terminate the accounts of repeat copyright infringers.

DMCA Takedown Notice

If you believe that your work has been copied in a way that constitutes copyright infringement, please provide us with a written notice containing the following information:

- Your name, address, telephone number, and email address (if any).
- A description of the copyrighted work that you claim has been infringed.
- A description of where the material that you claim is infringing is located on the Service, sufficient for SBL to locate the material.
- A statement that you have a good faith belief that the use of the copyrighted work is not authorized by the copyright owner, its agent, or the law.
- A statement by you that the information in your notice is accurate and, UNDER PENALTY OF PERJURY, you are the copyright owner or authorized to act on the copyright owner's behalf.
- An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest.

You may submit this information via:

Email: info@rumbleup.com

Offline: SBL's Copyright Agent (see below)

DMCA Counter-notification

If you believe that your material has been removed by mistake or misidentification, please provide SBL with a written counter-notification containing the following information:

- Your name, address, and telephone number.
- A description of the material that was removed and the location where it previously appeared.
- A statement UNDER PENALTY OF PERJURY that you have a good faith belief that the material was removed or disabled as a result of mistake or misidentification.

- A statement that you consent to the jurisdiction of the Federal District Court for the judicial district in which your address is located, or if your address is outside of the United States, any judicial district in which SBL may be found, and that you will accept service of process from the person who filed the original DMCA notice or an agent of that person.
- Your electronic or physical signature.

You may submit this information via:

Email: info@rumbleup.com

Offline: SBL's Copyright Agent (see below)

Please note that we will provide complete counter-notifications to the person making the DMCA claim. That person may elect to file a lawsuit against you for copyright infringement. If we do not receive notice that a lawsuit has been filed within ten (10) business days after we provide notice of your counter-notification, we will restore the disabled materials. Until that time, your materials will remain disabled.

Warning In filing a DMCA notice or counter-notification, please make sure that you have complied with all of the above requirements. If we request additional information necessary to make DMCA your notice or counter-notification complete, please provide that information promptly. If you fail to comply with all of the requirements, your notification or counter-notification may not be processed.

In addition, please make sure that all of the information you provide is accurate. UNDER SECTION 512(f) OF THE COPYRIGHT ACT, 17 U.S.C. § 512(f), ANY PERSON WHO KNOWINGLY MATERIALLY MISREPRESENTS THAT MATERIAL OR ACTIVITY IS INFRINGING OR WAS REMOVED OR DISABLED BY MISTAKE OR MISIDENTIFICATION MAY BE SUBJECT TO LIABILITY.

If you have questions about the legal requirements of a DMCA notice, please contact an attorney or see Section 512©(3) of the U.S. Copyright Act, 17 U.S.C. § 512©(3), for more information. If you have questions about the legal requirements of a DMCA counter-

notification, please contact an attorney or see Section 512(g)(3) of the U.S. Copyright Act, 17 U.S.C. § 512(g)(3), for more information.

SBL's Copyright Agent

You may send a DMCA notice, a DMCA counter-notification, or any inquiries concerning intellectual property to SBL's Copyright Agent:

Switchboard Labs, LLC

Attn: Copyright Agent

2001 K St NW
Washington, DC 20006
United States

Email: info@rumbleup.com

Other Complaints

You may send non-copyright complaints to:

Switchboard Labs, LLC

Complaints Department

2001 K St NW
Washington, DC 20006
United States

Email: info@rumbleup.com

13. General Provisions

GOVERNING LAW: This Agreement shall be governed by the laws of the State of Delaware, United States of America, without regard to principles of conflicts of law. The Uniform Commercial Code, the Uniform Computer Information Transaction Act, and the United Nations Convention of Controls for International Sale of Goods shall not apply.

DISPUTES: Any action arising out of or relating to this Agreement or your use of the Service must be commenced in the state or federal

courts located in Delaware, United States of America (and you consent to the jurisdiction of those courts). IN ANY SUCH ACTION, SBL AND YOU IRREVOCABLY WAIVE ANY RIGHT TO A TRIAL BY JURY. ADDITIONALLY, BOTH YOU AND SBL AGREE THAT EACH PARTY MAY ONLY BRING CLAIMS AGAINST THE OTHER PARTY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION.

LIMITATION ON TIME TO FILE CLAIMS: ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

EXPORT CONTROLS: Our Services, including any software we may provide in connection with those Services, may be subject to applicable U.S. export control laws and economic sanctions regulations. In receiving our Services, you agree to comply strictly with all domestic and international export laws and economic sanctions regulations as they apply to the Services, and to the extent consistent with this Agreement, to obtain any necessary license or other authorization to export, re-export, or transfer such software or our other aspects of the Services. These laws include restrictions on destinations, End Users, and end use. Without limitation, you may not transfer any such software or other aspect of our Service without U.S. government authorization to any entity on a U.S. government exclusion list (e.g., the Department of Commerce's List of Denied Persons, Entity, or Unverified List, and the Treasury Department's List of Specially Designated Nationals and Consolidated Sanctions List). You represent that you are not on a U.S. government exclusion list or under the control of or an agent for any entity on such a list, and you further warrant that you will immediately discontinue use of our software and Services if you become placed on any such list or under the control of or an agent for any entity placed on such a list.

INTERPRETATION; SEVERABILITY; WAIVER; REMEDIES: Headings are for convenience only and shall not be used to construe the terms of this Agreement. If any term of this Agreement is found

invalid or unenforceable by any court of competent jurisdiction, that term will be severed from this Agreement. No failure or delay by SBL in exercising any right hereunder will waive any further exercise of that right. SBL's rights and remedies hereunder are cumulative and not exclusive.

SUCCESSORS; ASSIGNMENT; NO THIRD PARTY BENEFICIARIES:

This Agreement is binding upon and shall insure to the benefit of both parties and their respective successors, heirs, executors, administrators, personal representatives, and permitted assigns. You may not assign this Agreement without SBL's prior written consent. No third party shall have any rights hereunder.

NOTICES: You consent to receive all communications including notices, agreements, disclosures, or other information from SBL electronically. SBL may provide all such communications by email or by posting them on the Service. Support-related inquiries or notices of a legal nature (such as a subpoena) may be sent to us at info@rumbleup.com or the following address:

Switchboard Labs, LLC

Legal Department

2001 K St NW
Washington, DC 20006
United States

Nothing herein shall limit SBL's right to object to subpoenas, claims, or other demands.

MODIFICATION; ENTIRE AGREEMENT:

The terms of this Agreement may be modified at any time, for any reason, and at our sole discretion. You should review this Agreement periodically to be aware of and understand any changes. A revised version of this Agreement will be effective as of the date it is posted. Notwithstanding the foregoing, in the event we make a material change to this Agreement, we will provide you with notice of such change by posting a notice on our website, after which your access and use of the Service shall be subject to the

updated version of this Agreement. This Agreement constitutes the entire understanding between SBL and you concerning the subject matter hereof and supersedes all prior agreements and understandings regarding the same.

END OF DOCUMENT.



Conner Edwards <cg.edwards53@gmail.com>

RCW 42.17A.345 Request (RumbleUp - 12/19/24)

Conner Edwards <cg.edwards53@gmail.com>
To: helpdesk@rumbleup.com, info@rumbleup.com

Thu, Dec 19, 2024 at 11:15 PM

Hello:

Per RCW 42.17A.345, I am requesting to view your (RumbleUp's) commercial advertising books of account.

See link for additional information: <https://www.pdc.wa.gov/rules-enforcement/guidelines-restrictions/commercial-advertiser-disclosure-guide>

Please let me know if you need additional information from me to process this request.

--

Best,

Conner Edwards
(425) 533-1677 cell

 **rumbleup.pdf**
2934K

Complaint Against: RumbleUp

Submitted: 12/24/24

Notice to Respondent by: 1/3/25 per WAC 390-37-050(1)

90 Day Initial Hearing Deadline: 3/24/25 per RCW 42.17A.755(3)

,

Statutes Violated: RCW 42.17A.345, see also WAC 390-18-050

Background**Commercial Advertiser Disclosure Law**

Washington state law allows any member of the public to request information about a political advertisement from the company that provided the advertising.¹ These companies are referred to as “commercial advertisers” in the law.

This disclosure, which dates back 50 years to Initiative 276 which created the PDC, is an important counterpart to the reporting done by campaigns and sponsors of independent expenditures. It also provides critical information when sponsors of political advertising fail to identify themselves.

A commercial advertiser is defined as any person or entity that sells a service communicating messages or producing material for distribution to the public, when the message includes an appeal for votes or financial support in an election campaign.

Examples include, but are not limited to, print shops, copying center businesses, direct mail services, billboard companies, broadcasters, print or online publications and online digital platforms. See RCW 42.17A.005(10), RCW 42.17A.345 and WAC 390-18-050.

Violations

On December 19, 2024, I sent an e-mail to the respondent requesting to see their commercial advertising books of account. See attached.

I never received a response.

WAC 390-18-050(4)(b)(i) requires that the information required to be maintained by commercial advertisers must be provided “[b]y digital transmission, such as email, promptly upon request, but no later than two business days”.

A list of political expenditures made to the respondent can be found here (also attached):

https://www.pdc.wa.gov/political-disclosure-reporting-data/browse-search-data/expenditures?recipient_name=RumbleUp&expenditure_date=01%2F01%2F2020-yadcf_delim-12%2F06%2F2024

¹ <https://www.pdc.wa.gov/rules-enforcement/guidelines-restrictions/commercial-advertiser-disclosure-guide>

Conclusion

The PDC has an obligation to provide transparency to the voters by enforcing disclosure requirements. The agency's failure to actively monitor compliance with these requirements and enforce them damages both the public and members of the regulated community.

I am filing this complaint with the hopes that the PDC can rapidly bring the respondent into compliance with RCW 42.17A.345.

Best,

Electronically signed Conner Edwards

/s/ Conner Edwards

Complainant

Notice to Respondent

I apologize to you for any inconvenience caused by this complaint. The chance that you will actually be fined for the violations identified above is extremely small because the agency is averse to doing the work necessary to bring cases to hearings. Most likely this case – and any future cases against you – will simply be dismissed by staff.

This complaint is one of hundreds that I have filed to highlight and ultimately fix the significant shortcomings associated with the agency responsible for administering our state's campaign finance laws.

What are these shortcomings?

Overcomplicated and outdated requirements that are difficult to understand and comply with. Failure to properly educate the regulated community about the tasks they must perform to remain in compliance with applicable requirements and avoid complaints. Failure of the agency to send regular reminders to filers about pending deadlines. A failure to proactively enforce applicable requirements which enables the complaint system to become weaponized. Non-intuitive, non-user friendly, and buggy reporting software. Failure to meaningfully enforce core requirements. Failure to follow the best operating practices of other neighboring campaign finance agencies. An agency leadership structure that largely disregards stakeholder input and is slow to identify and resolve major agency deficiencies.

I believe that the best way to motivate the agency to address these problems is by filing a large number of complaints so that the agency's problems become impossible to ignore.

Slowly (too slowly) this strategy is starting to yield concrete and beneficial changes. You can read about these changes here: <https://www.seattletimes.com/seattle-news/politics/why-one-man-filed-800-campaign-finance-complaints-against-wa-candidates/>

If you believe that the agency could have done something different to help you proactively avoid the issues identified in this complaint, I hope that you will consider including it in your response. The agency, and the public, can benefit from your perspective and feedback.

“I am no longer accepting the things I cannot change. I am changing the things I cannot accept.”

— Angela Davis