GOVERNMENT
OF
THE DISTRICT OF COLUMBIA

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BOARD OF ELECTIONS

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REGULAR BOARD MEETING

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WEDNESDAY

OCTOBER 7, 2026

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The District of Columbia Board of Elections convened a Regular Board Meeting via videoconference, pursuant to notice at 10:30 a.m. EDT, Gregory McCarthy, Chair, presiding.

BOARD OF ELECTIONS MEMBERS PRESENT:

GREGORY MCCARTHY, Chair
KARYN GREENFIELD, Member
MIKE WAKEFIELD, Member

BOARD OF ELECTIONS STAFF PRESENT:

MONICA EVANS, Executive Director
TERRI STROUD, General Counsel
CECILY COLLIER-MONTGOMERY, Director of Campaign Finance
CHRISTINE PEMBROKE, Attorney Advisor
WILLIAM SANFORD, OCF, General Counsel

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P-R-O-C-E-E-D-I-N-G-S

(10:32 a.m.)

CHAIR MCCARTHY: Good morning. It is 10:32 a.m. on Wednesday, October 7th, 2026. We are at 1015 Half Street at the regular monthly meeting of the Board of Elections of the District of Columbia. My name is Gregory McCarthy. I have the privilege of serving as chair of this Board.

We have just reconvened open public session, and I would like to say the following: The Board of Elections is now back in open public session at 10:33 a.m. For the record, this body has concluded its closed executive session. As noticed, the closed session was held in strict accordance with D.C. Official Code to consult with our attorney to obtain legal advice, preserve the attorney-client privilege, and to deliberate upon a decision in a quasi-judicial adjudication proceeding. No other matters were discussed, and no final finding, actions, or votes were taken during the

closed session.

Now we will go to our agenda. I'm Gregory McCarthy. I am present. My colleague Karyn Greenfield is present. Mike Wakefield is also present. That is indeed a quorum. We have before us the minutes from the September meeting. Have you had an opportunity to, my colleagues, glance at those?

MEMBER WAKEFIELD: Yeah.

CHAIR MCCARTHY: If so, I would entertain a motion to adopt them.

MEMBER GREENFIELD: Move to adopt them.

MEMBER WAKEFIELD: Second it.

CHAIR MCCARTHY: So moved. All those in favor?

MEMBER WAKEFIELD: Aye.

CHAIR MCCARTHY: Great. They are adopted. Board matters today. I don't have any, so I would now turn the agenda to our Executive Director, Monica Evans, for her report and invite her to summarize her report.

MS. EVANS: Thank you, Mr. Chair.

During the month of September, I helped to celebrate National Voter Registration Day. I attended events to help promote the day, including voter registration at Nats Park. During September, I also met with Ward 5 leaders and with Grow Democracy to discuss the November general election.

Voter registration rolls. In September, BOE registered 2,820 new voters and processed 20,822 registration changes. In total, we prepared 23,642 voter registration cards to be mailed. Additionally, 1,539 registered voters moved out of D.C., 451 voters canceled their D.C. registrations and registered with other jurisdictions, and 985 voters registered in D.C. after canceling their registrations in other states.

Online voter registration. We are continuing to register voters using our website portal. To date, we have processed over 119,276 applications using the portal. These include new voter registrations and updates to existing

registrations. Total non-citizen registration is 1,530. We registered 25 non-citizens in September, and we are continuing our outreach in D.C. communities to share information about non-citizens voting in local elections.

2026 election cycle planning. We are continuing to implement the requirements of automatic voter registration or AVR. We are maintaining a pending voter file of otherwise eligible voters who declined voter registration at the Department of Motor Vehicles. We are also evaluating data received as a result of implementing AVR expansion. To date, we have processed over 35,888 pre-approved registrations from DMV, and 10,467 are currently on the pre-approved list. Residents who are placed on our pre-approved pending voter list will receive a mail ballot for the November general election. This will allow them to register and vote at the same time.

On September 14th, the Supreme Court rejected restrictions on voting by mail. The

Supreme Court blocked a plan to dramatically change how Americans vote by mail in the lead up to the midterm elections. Therefore, D.C. voters will be able to vote by mail and return their ballots just as they have in previous elections. We will mail a general election ballot to every registered voter.

Voted mail-in ballots returned using the US Postal Service must be postmarked by November 3rd and received at the Board of Elections by November 13th. We are continuing to monitor legislation and court decisions that affect election operations.

Ranked-choice voting. Ranked-choice voting is currently the voting method in D.C. We are continuing to educate voters on ranked-choice voting or RCV. We have revitalized our webinar series to assist with these efforts. Our webinar in Amharic is today, October 7th, at 1:00 p.m. and 7:00 p.m. Our webinar in Spanish will be held on October 21st, and the complete schedule is on our website at www.dcboe.org.

Of note, the At-Large Council race during the general election will be administered differently using RCV. Voters will no longer get to select two candidates in this contest. Voters will rank the candidates as they would in any RCV contest. We will continue rounds of tabulation until only two candidates remain.

Cybersecurity and awareness. Cybersecurity is a shared responsibility. The actions we take play an important role in protecting BOE systems and election operations. Accordingly, we have developed a cybersecurity awareness series to help educate staff members. We have also implemented new OIT help center. The help center will make it easier to get IT support and track progress. The help center is available and gives users one place to request help, track requests and access support resources. The help center allows staff members to find answers quickly and access helpful information regarding common IT questions, and check the status of support requests and system

issues to determine how a known outage or service issue may affect operations.

Voter education and outreach. During the month of September, the Voter Education and Outreach Division participated in 41 outreach events on behalf of the agency. Events included the Academy of Hope Town Hall and the Beat the Streets Back to School closeout event. Voter education and outreach has also partnered with nursing homes to assist seniors with completing and collecting their ballots. We are currently scheduled to visit seven nursing homes.

Election Worker Division. The Election Worker Division continues to prepare for the November general election. In-person training classes began on Tuesday, August 11th and will continue through Tuesday, October 13th. To date, we have trained over 1,800 election workers. I'm pleased to report that all 75 vote centers are fully staffed. Additional election worker training will allow us to build a reserve pool to address any last-minute staffing

shortages.

The Election Worker Division worked with the voter education and outreach team to partner with D.C.-based organizations for our Adopt-a-Vote Center program. We have 11 organizations partnering with us to adopt a vote center for the general election. Organizations participating are typically assigned to one of the election day vote centers that we have had difficulty staffing.

Restore the Vote Division. The Restore the Vote Division continues to meet weekly with the Department of Corrections in preparation for in-person voting on October 27th, 28th, and 29th. Election worker training for the Department of Corrections residents is scheduled for October 14th. Additionally, BOE staff are performing in-person outreach at the Department of Corrections along with community partners.

In general election updates, the general election will be held on Tuesday, November 3rd. 75 vote centers will be open from

7:00 a.m. to 8:00 p.m. Early voting will begin on October 26th and will end on November 1st. Early vote centers will be open from 8:30 a.m. to 7:00 p.m. Please note, voters may vote at any location they choose.

Ballots were mailed to all registered voters beginning on September 30th. Voted mail ballots may be returned using the U.S. Postal Service, by mail ballot drop box, or any vote center. Mail ballot drop boxes will open on Friday, October 9th. Mail ballots returned using the U.S. Postal Service again must be postmarked by November 3rd and received by November 13th. And Mr. Chair, that concludes my report.

CHAIR MCCARTHY: Thank you very much. Ms. Stroud, we'll go to the general counsel's report.

MS. STROUD: Thank you, Mr. Chair. The first item on my agenda are requests for hearing de novo regarding OCF, the Office of Campaign Finance order in re Janeese for D.C., OCF full

investigation number 2026-007. The request for hearing de novo were submitted by Janeese Lewis George et al., Safe & Affordable D.C., and the unions UNITE HERE, SEIU Local 32BJ, and UNITE HERE Local 25. Mr. Chair, if it's your pleasure, you can outline how the --

CHAIR MCCARTHY: Okay.

MS. STROUD: -- proceedings will go.

CHAIR MCCARTHY: Thank you. I will do just that. Before us basically is a matter related to five fines issued by OCF on June 12th of this year. Four were against parties related to the campaign of mayoral candidate, Janeese Lewis George, and one against an independent expenditure committee also supporting the campaign.

The predicates for those fines were excessive contributions related to impermissible cooperation between various entities and excessive expenditures generated from what are alleged to be impermissible checks as reimbursements to campaign staff. OCF ruled, I

believe, that there was a rebuttable presumption for the illicit coordination and also that the method of reimbursement to employees violated D.C. campaign finance law. Those have been appealed by the various parties.

Today, I think before us as a Board of Elections, we'll look at the merits and the process involved in all that and apply the following: Is there substantial evidence on the record to back up all the findings? There's also the issue of a late filing, which we'll get into. And another party to the issue, the unions have also made a request for party status as well.

What I'd like to do today is, since kind of what we'll do in the later part -- the aperture of what we'll discuss later on will partially be affected by our early decisions, I'd like to follow the following process. Let's first look at the late filing case before us. And in that, I will ask the campaign to make their presentation first, followed by OCF. Then

the campaign will have a rebuttal of that if necessary, and then we can vote.

After that, we'll look at the request by the unions to get status. In that regard, I'll ask the unions to present, have OCF respond, have the unions come back if necessary. We may or may not vote on that action at that time. Then we can go on to the actual merits of the findings, whether they represent substantial evidence on the record.

At that point, I'd like OCF to present its case, and then depending on the previous votes, we may or may not hear from the campaign. But we'll also hear from the independent expenditure committee and then go back to OCF and vote thereafter. It's worth noting that it's approaching four months since this filing was first issued. It seems like an excessively long time in the midst of a campaign, and so I'm hoping that we can get an explanation of how that timetable elapsed to that degree between then and now.

Also, to my colleagues insofar as this election is upon us, ballots are mailed, as we just learned. I think to every possible degree, we should try to wrap this up today if we feel we can, and we have all the facts and findings and analysis and deliberation that we want to make that happen. But I think we would do a disservice to our city to let this lapse any time beyond election day. So if possible, let's conclude this today.

With that said, I'd like to invite Ms. Pembroke to provide any opening statements, and then we're going to go to the filing issue first and hear from the campaign at that point.

MS. PEMBROKE: Thank you, Mr. Chair, and good morning Board members. With the Chair's thorough introduction as to all of the issues before the Board, if you'd like, I'll turn first to this procedural question of the campaign's late filing.

CHAIR MCCARTHY: Should we hear from the campaign first?

MS. PEMBROKE: Well, I would like to just go through the background of how we got to that and what OGC's position is.

CHAIR MCCARTHY: All right.

MS. PEMBROKE: So as to the first procedural issue, the background, some of which is relevant to the other issues before the Board, and the law with respect to that issue are as follows.

On December 1st, 2025, Candidate George registered with OCF in connection with her candidacy for the Democratic Party nomination for the office of D.C. Mayor. The candidate designated Janeese for D.C. as the name of her campaign and Julia Howell Barros as her treasurer. On April 24th as supplemented by May 1, 2026, Kevin Sobkoviak filed with OCF a complaint in which he made allegations of improper campaign finance activity based on the relationship between the campaign, various unions, a political action committee, and an independent expenditure committee. Mr.

Sobkoviak's filings resulted in an investigation by OCF and the issuance of the order the Board chair mentioned, imposing fines on the campaign.

OCF's order issued on June 12th, 2026. The Certificate of Service at the end of the order represents that it was served via email on June 12th. Following the Certificate of Service, the following language appears is in the text. Notice: Any party adversely affected by any order of the director may, one, file a motion for reconsideration with OCF within 5 days after receipt of an order, provided that relevant evidence was omitted from consideration at hearing or may obtain review of the order by filing a request for a hearing de novo with the Board within 15 days from the date of the issuance of an order.

On June 17th, 2026, the campaign timely sought reconsideration of the order by OCF. On June 23rd, 2026, OCF issued an order denying reconsideration. The Certificate of Service for the denial of reconsideration states that it was

served via email on June 23rd. The campaign submitted via email to the Board's general counsel a pleading caption, Request for Hearing De Novo pursuant to 3 D.C. Municipal Regulation 3709.11.

The request portion of the campaign submission is 28 pages long. Attached to it are several exhibits and a Certificate of Service, all of which bring the entire submission to 158 pages. The email forwarding the campaign's de novo review request was received on July 9th, 2026. The certificate of service for the pleading states that it was served on this 9th day of July, 2026. On July 10th, 2026, OCF General Counsel SanFord sent an email to the Board's Office of General Counsel that raised the issue of the timeliness of the campaign's de novo review request.

On July 15th, General Counsel SanFord submitted to OGC a written pleading that was captioned Motion to Dismiss for Failure to Timely File a Request for a Hearing De Novo. In

its pleading, OCF contends that the deadline for the campaign to seek de novo review was July 8th, 2026 and therefore that request was submitted late and should be denied. On July 17th, 2026, OGC directed the campaign to respond to OCF's motion by July 24th, 2026. The campaign did respond and opposed OCF's position that the campaign's de novo review request should be dismissed as untimely filed. The campaign also moved the Board to accept, for reasons of excusable neglect, its late-filed de novo review request.

The campaign submission explained that approximately 30 minutes before the filing deadline, the campaign's counsel attempted to email from her home computer to the Board's Office of General Counsel the de novo review request along with multiple exhibits. She received a notification in response to her attempted submission that indicated it was not sent due to its large size. Counsel then emailed the request portion of her submission

without the exhibits and believed that the email was timely sent and received before midnight on July 8th, 2026.

Later and shortly after the filing deadline had passed, the campaign's counsel ascertained that her home internet had been down and that her attempted emails had not been sent. She resolved her connectivity issues and subsequently re-dated the de novo rehearing review request and re-emailed along with the exhibits approximately an hour after the filing deadline.

The campaign argues that its de novo review request should be accepted because it acted in good faith, the delay was minimal, and had no material impact. The reason for the delay was outside of counsel's control, and there was no prejudice to OCF or the proceedings because the merits will be argued and briefed in any event.

With respect to the legal analysis of the campaign's request to file out of time, the

Board's hearing rules provide that when an act is required or allowed to be done at or within a specific time, the Board, for cause shown, may at any time in its discretion do either of the following: A, with or without notice or motion, order the period enlarged if the request for enlargement of time is made before the expiration of the period originally prescribed or as extended by a previous order. Or B, upon motion made after the expiration of the specified period, permit the act to be done when the failure to act was the result of excusable neglect.

In other words, the Board's regulations allow it to extend the July 8th, 2026 deadline. The Board's regulations do not include a definition of excusable neglect. However, the D.C. Court of Appeals, in considering that concept with respect to missed court deadlines, has stated, To demonstrate excusable neglect, appellant must show a lack of knowledge of the entry of the judgment, extraordinary

circumstances such as physical disability or unusual delay in the transmission of the mail or unique circumstances.

The Court has also looked to the factors identified by the Supreme Court in Pioneer Investment Services Company v. Brunswick Associates in assessing whether excusable neglect exists. Those factors include the danger of prejudice to the other parties, the length of the delay and its potential impact on the judicial proceedings, the reason for the delay, including whether it was in the reasonable control of the movement or whether the movant acted in good faith.

As noted, the campaign's position is that the deadline for seeking de novo review should be extended because there is no prejudice to OCF or the proceedings, because the merits will be argued and briefed in any event, the delay was minimal, and had no material impact. The reason for the delay was outside of counsel's control, and she acted in good faith.

Should the Board apply the Pioneer factors, the following could be considered. With respect to the danger of prejudice to the other parties, there's only one additional issue that will need to be addressed if the campaign's request is accepted. In addition -- and that is because the independent expenditure committee was fined for reasons of coordination. And even if the campaign's de novo review request was denied for being late filed, that issue would still survive. In addition, the party, as it were in this case, is a regulatory agency, which is not arguably prejudiced by the Board clarifying the law that it should be applying in cases such as this.

As to the length of delay and its potential impact on the proceedings, the delay was brief, and granting review to the campaign will have little impact on the proceedings because the facts and laws with respect to one of the two issues on the merits of the OCF order imposing the fine will have to be addressed with

respect to the surviving de novo review request filed by the independent expenditure committee. As to the reason for the delay and whether the delay was within the reasonable control of the campaign's counsel, the weight of authority indicates that internet connectivity issues are not beyond counsel's control.

Finally, with respect to good faith, courts have indicated that it can be satisfied by showing a lack of bad faith. Good faith has been relied upon to grant extensions, for example, where the litigant took immediate corrective action with respect to their untimeliness. Whereas delay in mitigating a missed deadline indicates a lack of both diligence and good faith, there's no evidence that the campaign's counsel filed late for any nefarious reasons. She was not, however, as prompt in seeking a waiver of the missed deadline as she might have been. At this point, the Board may wish to hear from the parties on this issue.

CHAIR MCCARTHY: Elaborate on how we got from early July to today. Why has it taken three months to have this hearing?

MS. PEMBROKE: Well, the reason for that was the request was filed on July 9th, which meant there were only a few Board meetings at which it could be presented. The Board hears these matters during its regular monthly meetings. So they could've come before the Board in August. They could've come before the Board at its September meeting or at this meeting. With respect to the August meeting, I offered to the parties a July 17th pre-hearing conference date so we could prepare for an August presentation of this matter. The parties couldn't attend that pre-hearing conference and OCF was unavailable for the remainder of the month of July, which meant it would've been impossible –

CHAIR MCCARTHY: Why was OCF unavailable?

MS. PEMBROKE: Mr. SanFord was having -

- well, Mr. SanFord, I'll let you disclose that, if you don't mind.

MR. SANFORD: Good morning, Mr. Chairman and distinguished Board members. Late in July, I had to undergo a medical procedure, and so I was on leave from the agency.

MS. PEMBROKE: So that meant we couldn't make the August meeting for this matter, and we would have to put it off until September. I reached out to the parties about rescheduling the pre-hearing conference, and counsel for the people seeking de novo review were generally unavailable for most of the month of August for reasons of their vacation.

By the time we get to the end of the month of August, as the Board is aware, we're in the midst of the challenge period. And so the Office of General Counsel was tied up from, I believe, mid-August through mid-September dealing with all the litigation surrounding ballot access. The fact that OGC would be unavailable in that period is pretty much

publicly available based on the calendar that's posted on the website. So you know, when the parties walked away from the offer of the July 17th date for a pre-hearing conference, they necessarily triggered this matter being pushed off until after the September Board meeting, and that's why we're here now.

CHAIR MCCARTHY: Yeah. I'm sympathetic with all of that, but of course, I mean, it's incumbent upon public entities to do several important things at once. And so I think it was regrettable that we've had to wait this long with the election, you know, less than four weeks away, but we are where we are. Having said that, I'd like now to turn to the campaign to make its request for a de novo hearing on their appeal.

MS. ROBINSON: Hi there. Good morning.

CHAIR MCCARTHY: Good morning.

MS. ROBINSON: Thanks for the opportunity to speak.

MS. STROUD: We're going to raise Ms.

Robinson up to the level of panelist so that she can hear.

MS. ROBINSON: Could you repeat that, please?

MS. STROUD: My apologies. We are going to raise you up to the -- promote you to panelist so that we can see you if you are on screen.

MS. ROBINSON: Great.

MS. STROUD: Okay.

MS. ROBINSON: Again, good morning. My name is Jessica Robinson. I represent the campaign parties in this matter. I want to make it clear that the late filing was entirely my fault. As set out in the affidavit attached to the motion submitted, what happened was I didn't realize that the internet wasn't connected until it was time to file this. And in fact, when I was filing it, I still didn't realize that the internet wasn't connected.

Luckily, my teenage child was home from college and realized that my computer was trying

to connect to his hotspot, which is how we eventually realized that the internet was down. And he helped me work through some things to reduce the size of the filing, and I was able to get it submitted either at 12:16 or 1:30-ish, so less than two hours delay. And so, you know, I worked diligently and in good faith to meet the deadline.

For some period, I thought I had met the deadline. As soon as I realized that I hadn't, I had my child assist me in making sure that I got the filing in as soon as possible. I submitted two or three times and received a confirmation that it was submitted twice the following morning when the Office of General Counsel opened. So I acted in good faith. The two-hour delay, I believe, you know, is as minimal as it could possibly be. There will be little or no impact on the course of the hearing. You know, if you accept the motion, then yes, we will still have to address the contribution issue. But I, you know, it's an

issue that the Board will need to address at some point, if not in this hearing, since it is a novel interpretation of the law by OCF.

There is case law that does indicate that technical outages of this sort are precisely the sort of unforeseen impediments that support an excusable neglect finding when it's promptly remedied. There, you know, a 2017 D.C. Circuit case -- or, sorry, D.C. Court of Appeals case, Ventura v. McDonalds Welburn Management, and I believe that there, you know, there's no harm or prejudice to either OCF or the Board in this matter. We're maintaining the same schedule we would otherwise. And OCF has had the same amount of time to respond and prepare and address all of the arguments submitted.

CHAIR MCCARTHY: Any questions? Ms. Robinson, so I chuckled when I read your note about user error. I've been at 11:59 trying to buy an airline ticket before the next day happens, and I've had that happen, and I'm

sympathetic to your circumstances. But there was also kind of a judgment error, right, of waiting till the last minute to file something of this importance. So you're kind of inviting disaster if you're going to wait till the last minute because things beyond your control do happen. So I'm wondering if you can just speak to if there were any compelling reasons why this matter was delayed till the hours before the deadline.

MS. ROBINSON: Yes, I absolutely can. I left a lot of those details out because it just seems like too much. I got final edits from my clients back at around 7:00 p.m. And so I was going through making those edits, doing the, you know, formatting, making things look tidy, and my computer completely shut off. And then when I turned it back on, the changes had not been uploaded to the cloud, which I now understand is because the computer wasn't connected to the internet at the time I was making those final changes.

I don't know when between that 7:00 and, you know, 9:00 or 9:30 period that the outage occurred. But so I had to start fresh with the changes that came back and try to go back and do those things. And so, you know, around 11:30 is when I finally decided, okay, you know, I only have this time left, so I'm going to submit it as it is. And that's when we realized or, you know, later I realized that the submission hadn't occurred, and then we discovered the problem with the hotspot and the internet. And my wife was a hero and sat on the phone with Verizon for hours on the following Saturday to figure that out.

CHAIR MCCARTHY: So, let me ask you also: there was some delay in your follow-through or follow-up with the office acknowledging that your filing was delayed. So I'm wondering, what did you at that time understand was the necessary process to try to correct or perfect or otherwise seek an indulgence for the late filing? Because there

was a seemingly conspicuous delay.

MS. ROBINSON: Yes. So the late filing occurred on the early morning of the 9th. I had anticipated submitting a motion by the end of the week. But on the 10th, the general counsel's office emailed and, you know, said that the filing was late and it shouldn't be considered. And at that point, the general counsel's office responded that we would just address all of that at the pre-hearing conference. And so I had planned to go ahead and submit that well in advance of the pre-hearing conference, so it could be discussed then. And then OCF filed a motion to dismiss, and then the general counsel's office set a deadline. So I said, Okay, you know, since there's this deadline, I'll go ahead to respond to that motion. I will simultaneously file the motion to accept the late filing when I file the opposition to the motion to dismiss.

CHAIR MCCARTHY: Any questions here? Mike, Karyn?

MEMBER GREENFIELD: Just, I guess, for me -- for just a little clarification. You said it was submitted at 12:16 or 1:29. You're just not sure which filing finally went through, or is that confirms –

MS. ROBINSON: Yes. That is correct. Yes. I thought that it went in like three times, but I got confirmations back for two, I believe.

MEMBER GREENFIELD: Okay.

MEMBER WAKEFIELD: Morning, just one question from me. So my understanding of the rules of the Board, and if OGC thinks I'm misstating this, I invite her to jump in and make sure I say it correctly, is that a notice of intention to file can be kind of placed, you know, informally via email in like a sentence saying you intend to do that as opposed to sending the full document as you did. I'm curious if that was something that you would consider doing, you know, prior to the deadline.

MS. ROBINSON: So I did not realize

that the filing had not occurred prior to the deadline. I didn't realize that until my son asked me to open up my outbox and we saw everything sitting there. And so I -- you know, if that had occurred, I probably would've emailed and said, I'm having difficulty. I'm trying to do this right now. I will continue to endeavor to get it submitted. Otherwise, you know, it will be filed as soon as possible.

MEMBER WAKEFIELD: Okay. Thank you.

CHAIR MCCARTHY: I think we'll proceed now to hear from OCF, please.

MR. SANFORD: Thank you, Mr. Chair. The Office of Campaign Finance filed a motion to dismiss this matter because it was filed late, and the explanations we have heard do not justify the late filing.

The counsel was provided 15 days and apparently waited until 30 minutes until the 11th hour of the 15th day to file the request for a hearing de novo. It did not entail any significant changes from what had been

previously filed by the campaign. The regs clearly state that the requests for a hearing de novo shall be filed within 15 days. There is no exception to that.

So we don't find the explanation sufficient to justify a simple filing that could have -- as the distinguished Board member indicated -- could have been accomplished by just merely filing a notice to request a hearing de novo. And during 15 days, I am certain that counsel could have done that. But in this case, it was not until the 11th hour of the 15th day that the request was filed, and for that reason, we feel that this case should be dismissed.

CHAIR MCCARTHY: Okay. Michael?

MEMBER WAKEFIELD: Do you have any comment or analysis of your own on the factors Ms. Pembroke went over in terms of, you know, for the standard? What is excusable neglect, and is there prejudice and, you know, the various factors that were run through and then the counsel with the campaign's, you know, brief

elaborated on?

MR. SANFORD: Yeah. I agree –

MEMBER WAKEFIELD: Would you mind ticking off some of those and sort of your thoughts on that?

MR. SANFORD: -- yes. I agree with Ms. Pembroke's characterization that counsel's computer dysfunctions are not beyond counsel's control. So I do not believe this case represents excusable neglect because, as I've said more than once, counsel had 15 days to make this filing. And the regs are pretty clear. They don't show any exception. And in the event that it was difficult, counsel could have requested an extension based upon an emergency.

Even after OCF filed its motion to dismiss, counsel did not respond until counsel was ordered by the Office of General Counsel for the Board to file a response to the motion by the 24th. So this, in my opinion, is not the most diligent approach to this matter.

CHAIR MCCARTHY: Okay. Thank you. All

right, Ms. Robinson, I'll give you an opportunity to reply if you like.

MS. ROBINSON: Yes. So sure, yes, it was an internet connectivity issue. Again, there is case law at the D.C. Court of Appeals that supports finding that internet connectivity is one of those things that can -- that is sometimes out of the control of the filing party. There have been delays of nine days. There have been delays of months that the D.C. Court of Appeals has said are excusable neglect.

Here we're talking about a period of, at most, less than two hours. And I will reiterate that, yes, it's an internet connectivity issue, but it actually wasn't just an internet connectivity issue; it was actually an electrical issue. Okay? And even if I -- you know, if my son hadn't been there watching his phone like teenagers do, I wouldn't have known what the problem was until the following Saturday when my wife was able to sit through a phone call with Verizon and find out that it was

actually an electrical issue. So you know, I'm not sure how more diligent I could have been in solving the problem. And, you know, maybe I should have done a complete review of all of the electrical and internet issues when I discovered that my changes hadn't uploaded to the cloud around, you know, 9:00 or 9:00-ish. But, you know, I'm just a 51-year-old lawyer. I'm not a computer science person. I did the best that I could.

MR. SANFORD: May I add one more note? I believe recently, the Board has actually ruled in Talib Muhammad v. the Board that the failure to file timely was disqualifying.

MS. ROBINSON: Let me respond to that. So those are two separate provisions. When you are talking about candidates or qualifying for the ballot, you are dealing with two separate filing requirements. And the excusable neglect standard does not apply in the case of Muhammad or candidates or ballot qualification or petition matters. It does it qualify -- the

excusable neglect standard does qualify for procedural submissions and the like.

MEMBER WAKEFIELD: One question of OGC and that is on some of the case law on excusable neglect and, I guess, specifically this factor about things outside of an individual's control. I mean, do you have any comment on I believe it was the Ventura case, D.C. Court of Appeals? I mean, what is OGC's view on the precedent or other court cases that might be relevant here?

MS. PEMBROKE: I did review a number of the cases where there were issues, technical difficulties. And, you know, in my view, I think the weight of the authority is more towards finding that connectivity issues are something that is within counsel's control. In other words, they should be anticipating and preparing to do their filing far enough in advance so that if there is a technical problem, they can address it timely.

The cases that I found on that included Starbucks Corporation v. NLRB. That's a D.C.

Circuit case that's on Westlaw at 2025 WL 1135120. Kennedy v. Vickery, another Westlaw case from New Hampshire in which the Court noted that courts have typically refused to characterize internet connectivity issues as an excusable neglect and citing several cases. In re Mayo, which was a bankruptcy case: it is not excusable neglect to wait till the last minute to file a time-sensitive motion and then being prevented from doing so by technical difficulties. Huennekens v. Marx that's 156 BR 761, an Eastern District Virginia Bankruptcy Court case holding that it was not excusable neglect to file a late notice of appeal where the attorney knew of the deadline and simply waited till the last minute.

Safex Foundation v. SafeLaunch Ventures Limited, 694 F. Supp. 3d 1 where the Court said, this is a D.C. District Court case, excusable neglect extension granted for six-minute late electronic filing. This is an alternative contrary finding where there was a six-minute

late electronic filing of a declaration where the cause was a problem converting the document to PDF, and there was no prejudice.

The cases that I looked at seemed to weigh more heavily in favor of finding that waiting till the last minute and then having connectivity issues is something that is generally not viewed as beyond counsel's control.

MS. ROBINSON: If I may just respond. So what I'm hearing from the Office of General Counsel is that case law from outside of the District. And the I will say that the mandatory authority in this case at the -- at the D.C. Court of Appeals is more forgiving than that. And they have looked at filing difficulty issues and internet connectivity issues and have found that those are bases to consider the timeliness or the issue not within the filing party's control.

CHAIR MCCARTHY: Okay. All right. I know where we are. Personally, I don't think

there's precedent here that binds us. I think the definitions for excusable neglect are broad, and we can apply it as we see fit. I don't sense any degree of manipulation by the late filing or any means of trying to gain advantage. And whether it's procrastination or perfection that got this to be delivered at the very last minute speaks to me of being part of a human condition we have in the internet age. Assuming that our general counsel wasn't awake at 12:00 or 1:00 a.m. anticipating an email, the fact that the appeal was in the inbox first thing in the morning to me does show that there was no harm done. So I'm sympathetic to it, and if you guys want to deliberate in executive session, we can. Okay. All right.

At this point, the Board will entertain a motion to enter into closed executive session, authorized under D.C. Official Code for the purpose of consulting with our attorney to obtain legal advice, to preserve the attorney-client privilege, and under D.C. Code to

deliberate upon a decision in an adjudication or action or proceeding while exercising our quasi-judicial functions. Specifically, the body will be discussing the dockets for the de novo review of the OCF order regarding Janeese Lewis George. I would take a motion by a member to go into executive session for that reason.

MEMBER WAKEFIELD: Motion to go into executive session.

CHAIR MCCARTHY: Second?

MEMBER GREENFIELD: Second.

CHAIR MCCARTHY: It's been moved and seconded. The general counsel will please call the roll for a vote.

MS. STROUD: Mr. Chair?

CHAIR MCCARTHY: Yeah.

MS. STROUD: Member Greenfield?

MEMBER GREENFIELD: Yes.

MS. STROUD: Member Wakefield?

MEMBER WAKEFIELD: Yes.

MS. STROUD: Okay, and with that, the Board has voted to go into executive session to

deliberate and obtain guidance from its counsel.

(Whereupon, the above-entitled matter went off the record at 11:22 a.m. and resumed at 11:39 a.m.)

CHAIR MCCARTHY: We are back in open public session at 11:39 a.m. For the record, this body has concluded its closed executive session. As noticed, the closed session was held in strict accordance with D.C. Official Code to consult with our attorney to obtain legal advice and preserve the attorney-client privilege and to deliberate upon a decision in a quasi-judicial adjudication proceeding. No other matters were discussed, and no final binding actions or votes were taken during the closed session. Okay. So anybody want to make a motion? If not, I will. I move that the Board move to accept the campaign's late de novo request filed in delay.

MEMBER GREENFIELD: I second.

CHAIR MCCARTHY: All right. It has been moved and seconded. The general counsel

will please call the roll.

MS. STROUD: Thanks, Mr. Chair.

CHAIR MCCARTHY: Aye.

MS. STROUD: Member Greenfield.

MEMBER GREENFIELD: Aye.

MS. STROUD: Member Wakefield.

MEMBER WAKEFIELD: Aye.

MS. STROUD: And with that, the Board has granted the campaign's motion under review de novo 7 D.C. to accept the late filed request for hearing de novo.

CHAIR MCCARTHY: All right. Well, now I think because the regulations state that we're supposed to do procedural matters first rather than matters of merit, we're going to proceed to the question of the party status by the union. Am I correct, Madam General Counsel?

MS. STROUD: That is correct. And I believe that the counsel is Laurence Gold. And I see that Mr. Gold is present.

CHAIR MCCARTHY: Great. Mr. Gold, we look forward to hearing from you.

MS. STROUD: And Mr. Gold, if you could state your name and business address for the record.

MR. GOLD: Yes. I'm Laurence E. Gold. I'm with the firm Trister, Ross, Shadler & Gold, PLLC. That's 1666 Connecticut Avenue, NW, Suite 525, Washington, D.C. 20015 -- 20009, excuse me.

CHAIR MCCARTHY: Mr. Gold, I'd like to grant you 10 minutes. Can you make your case in that amount of time?

MR. GOLD: Yes, I'd actually planned to make it in less time, and I welcome your questions afterward.

CHAIR MCCARTHY: Great public service. Thank you.

MR. GOLD: Okay. Thank you. I'm here speaking on behalf of the organizations that have filed requests for review but were not recognized as parties below until the issuance of the June 12th order. Those are three unions: SEIU Local 32BJ, UNITE HERE and UNITE HERE

Local 25; and a political action committee, a federal political action committee called Workers Vote. My co-counsel Joseph Steinberg, is counsel to Local 25 and has addressed its party status and standing in a separate pleading.

In the interest of efficiency here, I'm going to address the issues on behalf of all four because they're very similarly situated. And if the Board has any questions specific to Local 25, I will defer to Mr. Steinberg. The submissions that are relevant to this from the -- I'm going to call them the unions, even though Workers Vote is not a union, but for sake of simplicity -- unions here are the three requests for review that were filed respectively for them.

A supplemental pleading is submitted at the request of Ms. Pembroke specifically to address party status and standing. Yesterday, Mr. Steinberg and I submitted a summary, a brief summary of position in order to summarize our

positions on these issues hopefully to focus the Board's attention on it.

With respect to party status, the reason why we have sought the request for review and made these arguments is that OCF denied due process to the unions in this matter, by not treating them as respondents and yet finding that they violated the law in the order. And unless the Board acts on this matter, this sets a troubling operational precedent that is inherently abusive to participants in the political process and really undermines the integrity of the Board and the law. So namely here, OCF declined to take the prescribed procedural steps in order to render the union's respondents in this case; it then conducted an investigation, and it ended by issuing a determination that found violations by these non-parties.

Now, at this stage, it is opposing their request for review of those determinations on the basis that they were not parties in the

first place. Party status under the Board's rules is a prerequisite for eligibility to seek review. And here that sequence really is compounded by the absurdity of predicating the violation on the union's failure to rebut a presumption of coordination, a presumption and an opportunity to rebut that was denied to them in the first place.

Now, in the complaint itself, the complainant identified Local 32BJ and Local 25 as respondents, not UNITE HERE, not Workers Vote. And OCF certainly does have the discretion to decide whether or not to treat parties that are mentioned or even alleged to have made a violation in a complaint as respondents in the process. And the unions were certainly entitled to rely upon the fact that OCF did not so treat them. Namely, OCF did not notify them of the complaint, send them a copy of the complaint, describe the nature of the allegations, or provide them an opportunity to respond to the complaint.

However, it is plain also now that OCF, at some point during that process, after the complaint and before it issued the order, it determined that it would fine the unions and Workers Vote to be equally culpable, in fact, as Janeese for D.C. and Safe and Affordable D.C., the recognized respondents below in this case. And if one looks at the order, in particular at pages 33 and 34 where OCF sets forth its conclusions about its determinations of coordination, it really treats them all together, lumps them all together indistinguishably from each other as violators of the law. But again it never provided any opportunity for the unions to address the coordination issue throughout the matter.

Given this and given that the order was the vehicle by which OCF made these determinations, we believe that the Board should treat the order itself as rendering the unions as parties in this case because they certainly are treated as parties in this case in the order

itself. In fact, in describing the investigation OCF said it was, quote, and this is in the order, “It was designed to establish the organizational relationships between each witness and each respondent entity and to identify any overlapping roles across the campaign, the unions, and Safe and Affordable D.C.” So that was what the investigation set out to do, and yet the unions themselves were not identified as respondents at any point. That's order page 10.

We believe that due process really requires that the unions be treated as parties for purposes of their eligibility to seek review de novo before the Board. Now, the other element of eligibility is that a party is adversely affected by an order, and in this case the unions certainly have been adversely affected. Under the D.C. Court of Appeals Mallof decision, the adversely affected standard incorporates the injury-in-fact standard of Article III of the Constitution. And injury to

reputation under long-standing law is an injury in that respect. And here's the injury here: The order has declared to the world and very specifically four days before the culmination of a contested primary election, that the unions broke the law, that they violated the campaign finance law, and that they were equally culpable with the two parties whose request for review there is no contention that cannot be brought here.

The fact that the Board, rather OCF, chose only to assess a monetary penalty on the campaign and the independent expenditure committee is irrelevant to whether or not the unions are adversely affected here and can seek review. Under the logic of OCF's opposition to our request for review it doesn't really matter that we were not penalized. OCF's view was simply, You weren't a party below; therefore you have no standing to appeal, and that's the end of it. Well, there is ample case law that an injury to reputation, even without an actual

penalty being involved in the matter, is sufficient to confer standing. We've cited those cases in our submissions and also in our summary of position. The mere fact that we've been declared -- the unions have been declared -- to have broken the law imposes a stigma on them for which they seek relief.

They are adversely affected by the order. They should be treated as parties, and we respectfully request that the Board accept the request for review and that it overturn the order insofar as it makes a determination that the unions violated the Campaign Finance Act. Thank you, and I'm happy to answer any questions.

CHAIR MCCARTHY: Thank you. Any questions from you?

MEMBER WAKEFIELD: Mr. Gold, just a hypothetical question for you. In the event that the fines are subsequently not upheld, possibly by this body, would your request still stand?

MR. GOLD: If the Board were to overturn the order, overturn the fines, and make findings in the course of doing so that OCF failed to establish evidence in support of its coordination finding, I think that would extend to the role of the unions since they are treated in the same manner in the order as Janeese for D.C. and Safe and Affordable D.C.

As far as that goes, yes, I think that that would remove the stigma, if you will, that the unions have suffered here by being declared as lawbreakers. That said, however, I really do urge the Board to review the process that was undertaken here and to say something about the fact that it is inappropriate for OCF to, as I said, not give organizations respondent status, conduct an investigation, find that they broke the law, and then to take the position that this Board has no authority to review that determination. This is a sequence of events that could occur really in any case, on any set of facts, and on any aspect of the campaign

finance law that OCF is investigating and determining.

CHAIR MCCARTHY: Any questions?

MEMBER GREENFIELD: No.

CHAIR MCCARTHY: All right. Can we hear from OCF, please?

MR. SANFORD: Yes, first of all, there was no finding by OCF that the unions broke the law. The Mallof standard requires that there is an injury in fact, there's causation, and there is something that can be remedied. In this case and in Mallof, the Court stated that the threatened harm defendants posit is neither concrete nor particularized. It is neither actual nor imminent.

So the representation that OCF treated the unions as parties is not accurate. There was no finding of a violation in the order. The unions might have been mentioned because the case was about the flow of funds into a committee or the funds that unions used to support a principal campaign committee, but

there was no determination that the unions in fact broke the law. The lead case on standing is the Lujan case, and that case requires injury in fact, causation, redressability. Adversely affected is specific and not speculative. Nothing stated in the OCF order adversely affected the unions. The idea that they were mentioned as witnesses possibly does not in fact adversely affect them.

CHAIR MCCARTHY: Witnesses to what, Mr. SanFord?

MR. SANFORD: I'm sorry.

CHAIR MCCARTHY: Witnesses in the case in general or to a particular act or --

MR. SANFORD: Yeah, to the case in general, because there was a flow of funds through the unions into independent expenditure committees, et cetera, but there was no determination that the union --

CHAIR MCCARTHY: In your findings, the witnessing of impermissible coordination says what about the witness?

MR. SANFORD: It says that -- it doesn't say a thing about the union.

CHAIR MCCARTHY: No, but in terms of that person's complicity or knowledge thereof, are they implicated?

MR. SANFORD: No, they're not. Not the unions.

CHAIR MCCARTHY: So you're saying that they --

MR. SANFORD: The suits were against the principal campaign committee as well as Safe and Affordable, the independent expenditure committee.

CHAIR MCCARTHY: Are you saying that the unions had knowledge of it?

MR. SANFORD: We're saying that the unions provided funds that went to the independent expenditure committee.

CHAIR MCCARTHY: Knowingly? Knowing what the purpose was and making the finding?

MR. SANFORD: Not knowing, we did not arrive at any determination that the unions --

CHAIR MCCARTHY: Isn't that inferred?

MR. SANFORD: No, it was not. Because we only indicated that the unions made contributions to the independent expenditure committee. After the contribution -- which they are legally allowed to do -- after the contribution, what the independent expenditure committee chose to do with those and other funds did not require any complicity by the union.

CHAIR MCCARTHY: Any questions?

MEMBER GREENFIELD: Well, yeah. Then I need clarification because in the order it does state that the coordination was between the campaign, the unions, and S&A DC.

MR. SANFORD: Yep. In the finding of the order, it does not state that there was coordination. The recommendations and findings do not conclude --

CHAIR MCCARTHY: On page 33 and 34 of the finding, it appears to contradict that.

MR. SANFORD: But the question is: How did that adversely affect the union?

CHAIR MCCARTHY: Well, all right, but let's -- but all right, but let's get to that question. But you stated earlier that there was no inference or accusation of impermissible coordination on the part of the union, yet there is text that says the opposite. So before we get to whether --

MR. SANFORD: Okay.

CHAIR MCCARTHY: -- harm was done. Can you address that, please?

MR. SANFORD: Okay. What text are you referring to?

CHAIR MCCARTHY: Bottom of page 33, last paragraph.

MR. SANFORD: That is based upon the fact that the unions made contributions to the independent expenditure committee which coordinated with the principal campaign committee. We did not say that the unions coordinated with the principal campaign. They made contributions to Safe and Affordable, the independent expenditure committee. And it still

does not represent injury of -- In fact, how were the unions injured? That is the standard.

CHAIR MCCARTHY: The –

(Simultaneous speaking.)

MR. SANFORD: A perceived reputation.

CHAIR MCCARTHY: On page 34, you say, The OGC's determination is grounded in a presumption of coordination based upon a preponderance of the evidence and the totality of the circumstances that the campaign and various unions and the IE engaged in coordination as defined under the statute. So I'm theorizing that under the statute is coordination that is impermissible.

MR. SANFORD: It is impermissible.

CHAIR MCCARTHY: So I think your words here imply that the union was guilty of impermissible coordination.

MR. SANFORD: That would have been in our final findings on page 39, and we did not. Those are our conclusions of law. This might be part of the discussion.

CHAIR MCCARTHY: But this document is, you know, on the record and --

MR. SANFORD: I understand that

CHAIR MCCARTHY: There are instances of the document saying in at least two places that there was impermissible coordination on the part of the

MR. SANFORD: But those are our conclusions of law. Would you --

CHAIR MCCARTHY: I understand what the conclusions are, but nevertheless, there's text in the body of the document that says additional things.

MR. SANFORD: Okay. how did that text injure the unions?

CHAIR MCCARTHY: Well, the unions can speak to reputation, and I'm assuming that's what they would say.

MR. SANFORD: It has to be a practical injury. It cannot be speculative. So to suggest that within the long term the union’s reputation is going to be injured because --

CHAIR MCCARTHY: I think front page of the Metro section in the Post is indeed practical injury.

MR. SANFORD: I don't understand what you're referring to.

CHAIR MCCARTHY: Well, the press coverage inferring that the unions did something improper, to me, is very practical and demonstrable injury.

MR. SANFORD: I have no control over the press' interpretation of our order.

CHAIR MCCARTHY: Well, if they --

MR. SANFORD: I mean, if that is not --

CHAIR MCCARTHY: If the press quoted from this order itself, those two instances, any reader would infer that.

MR. SANFORD: I have not seen that.

CHAIR MCCARTHY: I said if they did, but okay.

MR. SANFORD: If. So here again, we're still speculating. If they -- the union is speculating that this could harm their

reputation. That's not the standard. The standard is injury in fact. It has to be a factual injury.

CHAIR MCCARTHY: If no other questions, I think we'll have a response by the union, and then we'll move on.

MR. GOLD: Thank you. Yeah. I mean, I think the Board has identified, you know, the passages -- there are three passages -- in succession on pages 33 and 34 that in no uncertain terms state that the unions, as along with the Janeese for D.C. and Safe and Affordable D.C., engaged in coordination and failed to rebut the presumption of coordination. And in this case, a finding of coordination is a finding of violation because coordination means that the parties that coordinated with Janeese for D.C. made impermissible contributions to Janeese for D.C. in excess of contribution limits. So I think that the Board is reading the order correctly.

The injury to reputation is not

speculative. Injury to reputation is clear in declaring that the unions engaged in unlawful coordination here. The unions don't have the burden of pointing to anybody who read or heard about it. Just as in a defamation case, which is grounded in defamation. Proof of defamation is one thing. Damages are a different matter. We're not seeking damages here. We're seeking the Board's removal of language in the order that injured the reputation of the unions, -- and there is no -- the order does not imply that the unions coordinated. It states that clearly, and I think that's quite apparent.

MR. SANFORD: If that is part of the discussion, it does not -- that was a finding. The findings are listed on page 39, and otherwise that's an inference or just discussion about one of the roles that the unions were involved in. But there was never a finding that the union -- a finding -- engaged in unlawful coordination.

CHAIR MCCARTHY: Okay. Yes.

MEMBER GREENFIELD: A question for Bill. My understanding is one of the reasons for a presumption of coordination was the firewall policies, the union's firewall policies.

MR. SANFORD: That's right.

MEMBER GREENFIELD: So that's one of the basis of finding that you believe there was coordination. So I don't know how they were not attached to this if it's their policy.

MR. SANFORD: Since you mentioned, firewall issue was raised by the Safe and Affordable, the independent expenditure committee. There was an allegation of coordination, and then there was a rebuttable presumption of coordination. And in response to that allegation, the Safe and Affordable Independent Expenditure Committee submitted what they called a firewall policy.

The firewall policy was the UNITE HERE firewall policy. And as we go into that a little deeper, one of the reasons why we

determined that there was coordination because the alleged firewall policy was unsigned, undated, and it did not identify a single union member who had been leased to the campaign as a participant in the firewall policy.

CHAIR MCCARTHY: All right. Ms. Pembroke, we may have overlooked anything you wanted to add about the context of the case at the beginning. Do you have anything to add?

MS. PEMBROKE: Yes, I do think you know Mr. Gold has referred to it, but it's a two-part test as to whether or not an entity has standing. One is that -- and we have specific Board orders that make determinations about whether or not people should be granted party status. And one of the factors that you have to look at is whether or not the entity was treated as a party by OCF throughout the proceedings. Yeah, and they weren't named in the caption of the case. They weren't named in the ordering paragraph as being fined. I believe they were referred to as witnesses. So you know, there's

not necessarily a clear record of treating them as a party.

Then you have the injury element, and both of those have to be satisfied, the adverse effect. And I can walk through the history of the case and to what extent they were treated as a party, but I think the Board is aware of all the documentation. And again, this may be obviated by a ruling on the merits. So I don't know that we need to go into --

CHAIR MCCARTHY: I agree.

MS. PEMBROKE: -- more facts, necessarily.

CHAIR MCCARTHY: Mr. Steinberg, do you have anything? Can we promote him to a panelist? Does he have anything to add?

MR. STEINBERG: Yes, I do. I don't have an option to add my video on Zoom here, but I would like to make two things. First, it's Joseph Steinberg. I'm counsel to Local 25. Thanks to the Board first -- I'm Joe Steinberg. I'm counsel to Local 25. My address is 1666

Connecticut Avenue NW, fifth floor.

I just had two specific responses in addition to what Mr. Gold said and to what General Counsel SanFord said. First, regarding whether this was a conclusion of law, the order, the passages that the Board members have cited here are specifically within the order's conclusions of law section. There's a heading on page 31 that says that. So it's clearly stated as a conclusion of law, and the language that the Board members cited references a violation of the coordination standard as defined under the statute.

Second, to Mr. SanFord's point about the injury being speculative, back to the Chair's point, the June 13th Washington Post article is headlined D.C. fines Lewis George campaign, finding coordination with labor groups. And then it goes on to discuss coordination and the fines. So it is a very real injury to the unions, not speculative in any way. That's it. Thank you.

CHAIR MCCARTHY: All right. Any questions? All right. I recommend that we don't move on this right now and go ahead to hear the merits of the underlying fines, and it may put this in better context when we know where we end up on that.

MEMBER GREENFIELD: Okay.

CHAIR MCCARTHY: Okay. So having said that, let's move to the underlying questions on the original order and the fines thereof and the appeal thereof. So I would ask OCF to present. Okay. Ms. Pembroke, and then we'll go to OCF. Yeah.

MS. PEMBROKE: Yes.

CHAIR MCCARTHY: Sorry again.

MS. PEMBROKE: That's all right, Mr. Chair. And if I may do one other sort of housekeeping matter real quickly, the Board's decision has to be based on substantial evidence on the record. So technically all of the pleadings and their exhibits that have been submitted to OGC should be entered into the

record, and the Chair has the ability to do that under the Board's rules to admit evidence into the record. So I would just ask the Chair to accept all of the pleadings and the exhibits that have been submitted by the parties into the record at this time.

CHAIR MCCARTHY: So moved.

MS. PEMBROKE: Thank you.

CHAIR MCCARTHY: Yeah.

MS. PEMBROKE: All right. With respect to the fines that were imposed, they were based on OCF's determinations of first, impermissible coordination between the campaign and S&A DC, and second, on the campaign's supposed improper reimbursement of personal credit card obligations.

The facts relevant to those issues are as follows: As noted previously, on December 1st, the candidate registered her campaign with OCF. She thereafter filed reports of receipts and expenditures that were due by December 10th. On January 8th, the committee, her committee,

was certified to participate in the Fair Elections Program. Around the same time, it contracted with three unions to borrow under loan-type agreement five union employees. Generally, the agreements set monthly salary reimbursement levels to be paid by the campaign to the unions, established a period of time during which the loan of the employees would be in effect, described the campaign duties of the loaned employees and set limits on the contact between the loan staff and others.

On January 20th, the independent expenditure committee designated Safe and Affordable D.C., or S&A DC for short, registered with OCF. Both the campaign and S&A DC filed reports of receipts and expenditures with OCF that were due by January 31st, 2026.

On or about April 21st and May 1st, 2026, Kevin Sobkoviak filed with OCF documents that were treated by OCF as a complaint. The complaint raised concerns about the ties between the campaign, the unions, S&ADC, and the level

of detail reports and the reports of receipt and expenditures. It alleged that a rebuttable presumption should be drawn of improper coordination.

The campaign responded to the complaint by arguing, among other things, that it did not include any facts that can support a finding of coordination or give effect to a presumption of coordination, and that the staffing relationships with respect to one union's employee in the campaign and between a different union employee and the independent expenditure committee did not constitute coordination.

S&A DC responded to the complaint by stating that it did not allege any facts that demonstrate coordination, that its allegations as to coordination were speculative, and that it failed to allege any of the circumstances that would support application of the rebuttable presumption of coordination. S&A DC's response reiterated and elaborated on the position that the complaint failed to allege facts

constituting coordination or a presumption of coordination.

OCF commenced an investigation into the complaint's allegations, notified the candidate and S&A DC of that proceeding, and gathered records and information regarding the claims. Just days before the June 16th primary election, OCF issued the order: the order discussed under the heading Conclusion of Law: The Issues of Coordination. It explains that S&A DC was expending considerable funds on advertisements that align with the campaign's interests and was accepting contributions from some of the unions. The order notes that S&A DC's address is the same address as one of the unions, that the same individual provided public relations support to S&A DC and one of the unions, and that the firewalls between the unions, S&A DC, and the campaign were inadequate.

The order finds, “insurmountable evidence of coordinated activities.” Without identifying which of four statutory scenarios

under which a presumption of coordination can be established, the order then applies a presumption of coordination. With regard to this presumption, the conclusion of law section of the order indicates that the existence of inadequate firewalls was a key consideration in finding coordinated activities.

Second, under the heading Impermissible Expenditure, the order focuses on the campaign's reimbursement of personal credit card expenses. The order finds that the campaign's reimbursement of campaign expenses initially occurred on a personal credit card violated DC Code § 1-1163.08(a). That provision requires, except in limited circumstances, that funds be expended out of a campaign bank account via the medium of a check. The order imposes jointly on the candidate, treasurer, and committee four -- $4,000 fines totaling $16,000. It also imposed a $4,000 fine on S&A DC.

The campaign and S&A DC requested that OCF reconsider its order on June 23rd. OCF

timely denied the request for reconsideration. The campaign and S&A DC then sought de novo review by the Board. At a pre-hearing conference before the Office of General Counsel on September 29th, 2026, I questioned OCF, given that it bore the burden of proof, with respect to the fines imposed apparently based on a rebuttable presumption of coordination. And I noted that the order was silent as to which of four scenarios was relied upon in imposing the fines. The statute lays forth four specific scenarios under which a presumption of coordination can be applied.

OCF's general counsel stated on the record that the violation findings were based on the first presumption of coordination scenario set forth in the statute. That scenario occurs when the contribution or expenditure is made based on information that the candidate or campaign provided to the person making the contribution or expenditure about the campaign's needs or plans, including information about

campaign messaging or planned expenditures.

I asked OCF's general counsel to identify the evidence showing that information about the campaign's needs and plans was provided to a person making the S&A DC independent expenditure advertising expenses. OCF's general counsel pointed to no specific information about the campaign's advertising needs and plans that was provided to the S&A DC party who made the decision about advertising purchases. Instead, he relied on the fact that the unions had loaned certain employees to the campaign, and the union employees dealt with S&A DC.

During the pre-hearing conference, OCF's general counsel suggested that OCF's theory of the case was premised on the assumption that the respondents in its investigation had conceded that there was a sufficient basis to draw a presumption of coordination, given that they sought to rebut that by relying on their firewalls with respect

to loaned employees. As a result, he indicated that the order did not delve into the basis for drawing a presumption of coordination and instead addressed the sufficiency of the firewalls.

In response to that claim, I asked the counsel for the campaign, S&A DC, and the unions to comment on OCF's position that they were conceding there was enough evidence for drawing a presumption of coordination. And the counsel noted in their response to that the positions that I just reiterated about their claiming there was no evidence in the record for drawing a presumption of coordination. So basically, the order went off on a tangent about firewalls and just skipped over whether or not there was any basis for making a presumption of coordination.

I also asked OCF to explain its position that a statutory provision requiring that amounts expended out of campaign bank accounts be withdrawn by check meant that

campaign bank account funds could not be used to reimburse campaign workers for their personal credit card obligations. I noted that the plain language of that provision said nothing about reimbursements and that it simply limited the method of withdrawal of funds from the campaign bank account to the medium of checks. OCF did not deny that funds were expended out of the bank account at issue only by check or through petty cash disbursements. It indicated that the issue had nothing to do with whether or not payments were made by a check.

Rather, OCF's position was that the statute, § 1-1163.08(a), created an offense or supported finding an offense the moment that a personal credit card was used to make purchases which could support a campaign. At the end of the pre-hearing conference, I invited the attending counsel to provide by the end of that day any materials for record references and follow-up to the conversations during the pre-hearing conference that they believed would

assist the Board in its review. Counsel for the campaign, S&A DC, and the unions jointly provided references to the record before OCF that showed that their clients had not conceded that there was evidence in the record to support finding a presumption of coordination.

OCF sent an email identifying the laws that it was relying upon, including the entire definition of coordination, and he also sent the statutory provisions regarding the use of the bank account and OCF regulations regarding expenditures of funds, none of which discussed the reimbursement of expenditures or the use of credit cards.

With respect to the legal issue here, the first issue is whether, based on an inference of coordination, amounts that S&A DC expended on political advertising should be presumed under law to be contributions to the campaign. Which presumption would mean that the campaign violated contribution limits, and correspondingly, those advertising expenditures

failed to qualify as independent, such that S&A DC violated restrictions on independent expenditure committees. An independent expenditure committee is any committee, club, association, et cetera that is organized for the purpose of making independent expenditures and is not controlled or coordinated with a candidate or candidate's campaign and does not transfer funds to or contribute to the candidates or other political committees. Among other things, candidates participating in the FEP are subject to stricter requirements for expenditures than traditional program candidates. Notably, under D.C. Code § 1-1163.32(b), FEP candidates for mayor cannot accept a contribution in excess of $200 from any particular source. FEP limits on expenditures relate to the nature of the expense as opposed to the amount, and there is no statutory limit on expenses for advertising.

For the purposes of identifying acceptable funding, the law defines contribution

as any gift payment, including an expenditure that is coordinated with a candidate or its political committee or an agent of such person. The law goes on to define coordination in relevant part as an action including making a contribution or expenditure that is at the explicit or implicit direction, request, or suggestion of the candidate or its committee or is made in cooperation, consultation, or in concert with, or with other material involvement of the candidate of their committee or an agent thereof.

In other words, where there is some direction from the candidate or the campaign to make or material involvement of a candidate or campaign in the making of a third party's expenditure, the law allows such third-party expenditure to be considered a contribution to the candidate or the campaign. The law also creates a rebuttable presumption of coordination if one of four scenarios exists. The first scenario, which is the one that OCF indicated it

was relying on and I just discussed, talks about the sharing of information between the campaign and the party making the expenditure about the campaign's plans or needs. There is no evidence, much less substantial evidence here, that the campaign accepted a contribution in excess of contribution limits. Reading the portion of the order imposing the fine with the order's discussion of coordinated expenditure, however, suggests that OCF has concluded that the campaign violated FEP contribution limits insofar as apparently, according to OCF, the advertising expenditures made by S&A DC constituted coordinated expenditures that should be treated as contributions to the campaign.

As indicated above, coordinated expenditures may be proved by direct evidence or through a presumption of coordination. With respect to the former, there is no substantial evidence here of an explicit or implicit direction, request or suggestion by the candidate or her committee or an expenditure

made in cooperation, consultation, or concert with or with other material involvement of the candidate or a committee that would meet the definitional requirement for direct coordination.

There is no communication on this record between the candidate or campaign and the IEC, so it is not possible for there to be a direction, request or suggestion by the candidate or her campaign to the IEC to making advertisement expenditures or material involvement of the candidate or her campaign in the IEC's expenditure activity.

With respect to whether there is sufficient proof of impermissible coordination equating to an excess contribution under presumption theory, the order does not reference any of the four statutory scenarios permitting the drawing of presumption of coordination. Rather, the order's reasoning seems to perhaps rest on the notion of inadequate firewalls. But the statute does not allow a presumption of

coordination to be premised on inadequate firewalls. Rather, the statute lays out the four specific scenarios where a presumption of coordination may be drawn. As I noted during the pre-hearing conference, OCF general counsel was asked to nail down just which of the four scenarios provided the basis for OCF's order, and he relied on only the first scenario.

Under that scenario, presumption of coordination is allowed where, “An expenditure is made based on information that the candidate or committee, or an agent of the candidate or a committee provided to the particular person making the expenditure about its needs or plans, including information about campaign messaging or planned expenditures.” There's no evidence here that S&A DC actually made advertising expenditures based on campaign needs provided by the candidate campaign to the particular S&A DC person who authorized those expenditures. While it might be reasonable to suspect that union staff loaned to the campaign could have

disclosed to the campaign the campaign's needs or plans to the unions and that the unions might have in turn disclosed those needs or plans to S&A DC, the statute does not allow the rebuttable presumption to be drawn based on suspicion or conjecture. Even assuming arguendo that the union employees loaned to the campaign had any knowledge of the campaign's advertising needs and plans, there is no evidence that those particular employees had any dealings with S&A DC, much less the particular S&A DC person who made the advertising decisions.

It is unknown what the campaign's advertising needs and plans were so as to begin to evaluate whether they were somehow seeped into the advertising that S&A DC purchased, which might perhaps support an inference of an information exchange supportive of a presumption of coordination. For such reason, it's OGC's position that the evidence on the record for finding a presumption of coordination scenario is insufficient here.

As to the second merits issue of supposedly impermissible reimbursement, the order describes the first $4,000 fine on the campaign as based on a violation of D.C. Official Code § 1-1163.08(a). That provision states in relevant part, each committee and each candidate accepting contributions or making expenditures shall designate in the registration statement required under § 1-1163.07 or § 1-1163.12, one or more national banks located in the District of Columbia as the depository or depositories of that committee or candidate. Each committee or candidate shall maintain a checking account or accounts at such depository or depositories. No expenditures shall be made by a committee or candidate except by check drawn payable to the person to whom the expenditure is being made on that account or accounts, other than petty cash expenditures as provided in a further subsection B of that section.

OCF claims that this provision is

violated by a personal credit card obligation incurred by staff for the campaign. OCF's position is that § 1-1163.08 constitutes an expenditure limitation. That position does not align with the plain meaning rules of statutory construction. Section 1-1163.08(a) is entitled Designation of Campaign Depositories Petty Cash Fund. It is not even in the same subpart of the campaign finance chapter that set forth limitations on contribution and expenditures under the FEP. The fact that Section 1163.08 discusses disbursements via check and cash signals that it is intended to address the form in which campaign funds can be disbursed from a campaign account rather than conserving any expenditure in excess of expenditure limitations. Section 1163.08's requirement of the use of check as a medium for withdrawing campaign bank account funds in excess of petty cash amounts simply requires that, except in the case of petty cash, checks must be used to make expenditures.

CHAIR MCCARTHY: Ms. Pembroke, can you submit the body of your testimony for the record? And I --

MS. PEMBROKE: Yes.

CHAIR MCCARTHY: -- I think we've got the gist of it and we're going to move on.

MS. PEMBROKE: That's fine.

CHAIR MCCARTHY: Okay. Thank you.

MS. PEMBROKE: Absolutely.

CHAIR MCCARTHY: All right. I think we'll come back to all that stuff in due course. So let's hear from OCF.

MR. SANFORD: Sure. I'd like to first in terms of the presumption of coordination, there was also a Section 3 which OCF relied upon the person making the contribution or –

CHAIR MCCARTHY: Speak into the microphone directly.

MR. SANFORD: Sorry. The person making the contribution or expenditure is a political committee, political action committee, or an independent expenditure, co-expenditure

committee that was established or is, was staffed in a leadership role by an individual who works or previously worked in a senior position or in an advisory capacity on the public official's staff or public official's principal campaign committee. So that includes the leased union employees who were assigned to the campaign.

With regard to the expenditure, this is a requirement not only for Fair Elections principal campaign committees; it's a requirement for all principal campaign committees that requires that no expenditures might be made by a committee or candidate except by check drawn payable to the person whom the expenditure is being made on that account or accounts other than petty cash in the amount not to exceed $50.

In this particular case, we had two staff members of the principal campaign committee who used credit cards to expend over $114,000. One individual spent in excess of

$82,000; the other individual spent in excess of $32,000. This is contrary to the goals of the Fair Elections program. In terms of auditing principles, it's impossible to audit those transactions. The FEP and all principal campaign committees require transparency and disclosure. How in the world could the auditors at the Office of Campaign Finance understand or review something that appears as one line, as a line item on an individual's credit card report statement?

We are required to review those reports of receipts and expenditures and to post them at our website for public review. It would be impossible to post these because the only information we would have is the line item on a credit card. In addition, when the auditors at the Fair Elections Committee submitted what's called a Request for List of Information from those individuals who used the credit cards, the individual gave duplicates and, in some cases, provided credit card in the name of another

person. Now, the disbursements to those two individual staff members were transmitted to them by wire transfer in excess of $114,000. Surely the council did not anticipate when they passed these statutory provisions that one campaign committee would permit staff members to expend over $100,000 and reimburse them for those amounts.

In terms of loans, if the amounts are going to be characterized as loans, the maximum any candidate in the Fair Elections program and his or her relatives may lend to their own campaign is $5,000. So these are very excessive amounts which certainly are in violation of this statutory provision which applies to all campaigns.

I think it's important at this point to note that this was a Fair Elections campaign committee. The goals of that and the principles behind Fair Elections Campaign Act is that to amplify small donor participation and grassroots campaigning and to provide public financing in

exchange for stringent independent requirements which hopefully allow campaigns to concentrate on issues instead of fundraising. In this case, there was tremendous overlap. There was personnel overlap, there was financial overlap, and there was infrastructure overlap. And that collectively represented a rebuttable presumption of coordination.

Once that was presented to the campaigns and to the Independent Expenditure Committee, their response was that the defense to coordination or to the rebuttable presumption is a firewall. And they submitted it and raised that as a defense. When the Office of Campaign Finance reviewed those firewalls, we discovered that they did not meet any of the requirements. There was no training, no monitoring, and no execution of signatures by the employees who were engaged with both the campaigns and the unions, who were leased from the unions by the campaign. Therefore, we concluded that the firewall was insufficient. That was an

insufficient defense. And --

CHAIR MCCARTHY: Mr. SanFord, a question for you. You stayed on page -- I've lost it here -- but you said that the campaigns admitted that the firewalls were insufficient or unverified. Is that accurate?

MR. SANFORD: The campaigns –

CHAIR MCCARTHY: Yes. I've just lost my page in here, but in the original order it said -- was that page 16? Let me go back to that. Sorry. It says here. Well, at one point it says that they stated the firewall had been distributed to the union employees, consultants. And then other places in here you say that they admitted that they did not abide by or otherwise regularize the firewall. So there seems to be somewhat contradictory evidence about your assertion about whether the union and campaign officials had firewalls that were verified, acknowledged, and implemented. So which is it?

MR. SANFORD: The firewalls we received were not executed, they were not dated, and they

were not signed by any of the employees who were leased.

CHAIR MCCARTHY: Yet they state that they were. Correct? The witnesses in the investigation did state that they did abide by them.

MR. SANFORD: One individual in –

CHAIR MCCARTHY: Was there any -- do you have any evidence to contradict that?

MR. SANFORD: We don't have an executed firewall. That's the contradiction. There is no proof that they were bound to any firewall if it was not signed or dated. It's certainly not enforceable if it's not signed or dated.

CHAIR MCCARTHY: Sorry. Please continue. I'm sorry.

MR. SANFORD: You know, I think it's important here to emphasize --

CHAIR MCCARTHY: Actually, what I was referring to is, moreover, the campaign admits it did not review, verify, or evaluate firewall and merely ascertained that it existed.

MR. SANFORD: Yes, that's true. That's true.

CHAIR MCCARTHY: Well, we obviously want to hear from the other parties about that. But so you are admitting that they ascertained that firewall existed. It was just not verified in --

MR. SANFORD: Not verified, not monitored.

CHAIR MCCARTHY: Okay. And yet several of the people that you interviewed did say that they abided by the firewall.

MR. SANFORD: Only one. Only one individual.

CHAIR MCCARTHY: Only one individual?

MR. SANFORD: One individual indicated that he was familiar with the firewall. That was Adam Yalowitz.

CHAIR MCCARTHY: Thank you. So therefore it did exist. I mean, it –

(Simultaneous speaking.)

MR. SANFORD: We did not even have a --

CHAIR MCCARTHY: -- it did exist.

MR. SANFORD: We did not have a copy signed by him either or dated that mentioned the existence of a firewall.

CHAIR MCCARTHY: Have you completed your remarks or --

MR. SANFORD: No. What I'd like to say here is in addition to the fact that the Fair Elections program is driven by small donors and requires extensive community engagement, that does not mean that those who -- and also, it's a choice. Candidates and committees select Fair Elections. They're not required to select. They could go traditional, which does not have those restrictions. But in spite of the restrictions in the Fair Elections program, the committees and candidates can receive sizable amounts of funding to finance their campaigns. The respondent committee to date has received in excess of $3,000,000 through the Fair Elections program, not counting the $1,990,000 in independent expenditures. That's a sizable

amount of funds. So it's not like Fair Elections committees need the additional funds, the additional expenditures to support them because the funding is more than sufficient.

CHAIR MCCARTHY: Okay. Thank you. Questions for Mr. SanFord?

MEMBER GREENFIELD: Yeah, just a little bit of a clarification. The firewall we referred to is a policy. They have a firewall policy or was it a firewall agreement? There is a --

MR. SANFORD: The document they submitted to us was identified as firewall policy.

MEMBER GREENFIELD: Okay.

MR. SANFORD: And we got that from Safe and Affordable and also from the principal campaign committee in their responses to the initial complaint, which alleged that there was coordination.

MEMBER WAKEFIELD: Just a quick question on the presumption. So in the offices,

I believe this was the June 12th decision. Ms. Pembroke has discussed the factors for rebuttable presumption, and your office also references 3 DCMR Section 4209.8, which lists factors that can be considered whether an expenditure is independent or not. I'm just trying to understand the evidence for the presumption here is essentially the leased staff. Or can you just elaborate on which factors you're pointing to to make the presumption here and what evidence there is for that?

MR. SANFORD: The presumption was included in the initial complaint, a rebuttable presumption. And that one of the allegations based upon the fact that there were five employees who were union members who were leased to the principal campaign committee. And they were being paid through their major employer, but that employer was being reimbursed by the principal campaign committee, and they were also receiving the benefits through their employer.

So the question was how does one segregate the activity between the union's employees and the campaign because it appears that there's divided loyalty here. They're still receiving the paychecks and benefits through the union, but they're working for the campaign. And so the response was, that's the purpose of the firewall. Firewall is to make sure that there's no flow of information between the two through those leased employees.

MEMBER WAKEFIELD: Okay. I think there'll be more discussion on this point but appreciate that.

CHAIR MCCARTHY: But coordination would entail, right, that there was the provision to the campaign or by the campaign of specific needs or strategies of the campaign to be coordinated. So if that's the case, I don't know whether -- I mean --

MR. SANFORD: For employees who are currently working for the campaign who were with -- formerly with PACs or independent expenditure

committees --

CHAIR MCCARTHY: -- is there any evidence of what exactly that message or what -- what those needs or campaign requirements were that were conveyed impermissibly and by whom?

MR. SANFORD: We did not determine that there was any particular message conveyed, that there was any underhanded dealings between union members and the campaign. That's not what we were suggesting. Our position was that there was no way to establish that there was a segregation between the union employees loyalty to their full-time positions and the campaign, and there was no way to verify that there was no flow of information between the campaign --

CHAIR MCCARTHY: So that's the rebuttable presumption, but where is the substantial evidence on the record to that end?

MR. SANFORD: I didn't hear you completely.

CHAIR MCCARTHY: Where is the substantial evidence on the record to assert

your assumption that there was coordination prima facie de facto?

MR. SANFORD: We have a chart here. I don't know if you'd be interested.

CHAIR MCCARTHY: Okay.

FEMALE PARTICIPANT: Actually, the position of these five leased employees --

MEMBER WAKEFIELD: I --

FEMALE PARTICIPANT: Am I -- oh, sorry. So these were individuals who held influential operational roles at both the union and the campaign that they --

CHAIR MCCARTHY: That's probably not in dispute. Okay? But the question is what illicit or improper or impermissible coordination happened therefrom, specifically?

MR. SANFORD: Well, specifically, the unions were still contributing to the independent --

CHAIR MCCARTHY: Substantial evidence on the record is the threshold that we're supposed to meet here, and I'm still at a loss

of how we draw the dots between what you're looking at and inferring versus a substantial evidence on the record.

FEMALE PARTICIPANT: These are individuals who were doing community outreach. They were in press positions, campaign --

CHAIR MCCARTHY: Yeah. You're describing them, but asking about their impermissible behavior.

FEMALE PARTICIPANT: Their dual roles -- as in their dual roles with the roles that they held at the union as well as now at the campaign.

CHAIR MCCARTHY: I'm going to go back to please give me an example.

MR. SANFORD: We don't have any glaring -- it's a totality of circumstance. That -- that's --

CHAIR MCCARTHY: This is a pretty serious charge to make on something –

MR. SANFORD: We understand.

CHAIR MCCARTHY: -- the totality of

circumstances, so I --

MR. SANFORD: No, it's not.

CHAIR MCCARTHY: I'm having trouble connecting all that.

MR. SANFORD: Totality of circumstance has actually resulted in results in courts of law. So that is not something to be underestimated. We have this overlap of funds, personnel, infrastructure, and all of that -- that's the totality of circumstances. We don't have a smoking gun, or we had someone on camera whispering into a campaign staff's ear telling him or her to break the law. We won't have anything like that.

CHAIR MCCARTHY: Because this practice might be unusual or unorthodox doesn't make it improper, and you've levied a very serious charge, and I'm still at a loss for any evidence to back it up, to be very honest with you.

MS. COLLIER-MONTGOMERY: Mr. Chairman, if I could interrupt. If I could just ask my staff and direct their attention and ask them to

focus on the flow of the money. That's what the campaign, the Office of Campaign Finance, focused on was the flow of money through the UNITE HERE to its super PAC Workers Vote, and then through Workers Vote, through Safe and Affordable, the independent expenditure committee that made independent expenditures on behalf of the campaign. And then we also looked at, from that, the number of union employees from UNITE HERE, who were actually employed by the campaign.

What we found was that UNITE HERE made substantial contributions through its super PAC, Workers Vote, to Safe and Affordable, which was the independent expenditure committee. And the independent expenditure committee made substantial independent expenditures on behalf of the campaign. From there, what we found were that several employees of UNITE HERE were employed by the campaign, that those employees were reimbursed. Well, that the campaign reimbursed UNITE HERE for the services of those

employees. And then the campaign at that point raised the fact that there were firewall agreements which protected against coordination.

But what we found was that the firewall agreements were not executed, they were not dated, and there was no evidence supplied to us or provided to the Office of Campaign Finance to show that the firewall agreements were monitored by the campaign or by the union to prevent coordination.

Based on the totality of the circumstances, we determined that there was a presumption of coordination because, again, of the flow of major contributions from UNITE HERE to its super PAC. And then the contributions and the super PAC is a federal PAC, and it also is authorized to make independent expenditures. And Safe and Affordable then may receive contributions from Workers Vote. And then again, the Safe and Affordable, the independent expenditure committee, which is registered with the Office of Campaign Finance, made substantial

independent expenditures on behalf of Janeese Lewis George –

MEMBER GREENFIELD: Can I --

MS. COLLIER-MONTGOMERY: -- campaign.

MEMBER GREENFIELD: Couple things just so I understand. What you're saying is that UNITE HERE, the union or whatever, made expenditures to Safe and Affordable D.C.?

MS. COLLIER-MONTGOMERY: Well, it also made, yes, UNITE HERE also --

MEMBER GREENFIELD: But the expenditures.

MS. COLLIER-MONTGOMERY: -- made a couple of in-kind contributions to Safe and Affordable. But UNITE HERE, Workers Vote is the super PAC of UNITE HERE. All right? So UNITE HERE, again, makes contributions to its super PAC, Workers Vote. Workers Vote made contributions to Safe and Affordable and substantial contributions in the amount of, I think, close to $600,000. And then Safe and Affordable made independent expenditures on

behalf of the campaign. And what raised the red flag for the Office of Campaign Finance was that the campaign also employed employees of the union.

CHAIR MCCARTHY: Yes, but --

MS. COLLIER-MONTGOMERY: And so because of that, that raised a red flag as to whether there was coordination. And so the –

(Simultaneous speaking.)

CHAIR MCCARTHY: A red flag is not a smoking gun. So just --

MEMBER GREENFIELD: Yeah, because the other thing, yeah, we call them the leased employee, but I'm very familiar with it because we call it the secondment. We did them a lot where you second employees temporarily somewhere. And you pay them, you basically reimburse the company or whoever for whatever their salaries and whatever are, but they're deemed working there. And so my concern is it may at first look odd and maybe be a red flag, but where's the evidence that said --

CHAIR MCCARTHY: Yeah.

MEMBER GREENFIELD: -- things were done that were a violation? Because merely leasing them to me is not. There's firewall policy, which is a policy, not an agreement. And one of them I read, he said, he was aware of the policy and what it meant and the separation, whatever, which is the intent is to make sure that the employees under it understand what it means and how it's supposed to work and what they're supposed to do and not supposed to do. But I don't -- I was a little concerned that just the mere them being leased was creating this coordination. But no, that's not coordination. There's a secondment and it's done, and it may look squirrelly or it may look odd and unorthodox or whatever for some people. But I'm trying to figure out, like, you called it -- is what is the actual coordination and the facts behind it?

CHAIR MCCARTHY: So –

MEMBER GREENFIELD: It's not.

CHAIR MCCARTHY: To that end, what specifically did the campaign convey to either of these parties about directing them to do something on behalf of the campaign? Again, just because the employees are seconded is not in and of itself demonstration of illicit cooperation. So I'm looking for some specific evidence, substantial evidence on the record that information and request for coordination was conveyed between the two parties.

MS. COLLIER-MONTGOMERY: I think what we are saying is that the employment of the employees would not in and of itself raise a red flag. But that in combination with the flow of the money, that would raise --

CHAIR MCCARTHY: But none of which is illegal.

MS. COLLIER-MONTGOMERY: -- a rebuttable presumption -- would raise the rebuttable presumption. And what we were given, what the office was given to rebut the presumption, were the firewall agreements. But

we found that the four firewall agreements were not executed by all of the employees who were employed --

CHAIR MCCARTHY: But what specific information about the campaign's needs or plans was provided to the would-be contributors or spenders that you're referring to?

MS. COLLIER-MONTGOMERY: Again, I believe that it was the totality of the circumstances imply that there was coordination. The flow of the funds, the employment of the union employee --

CHAIR MCCARTHY: I think that's a gigantic leap. I really do. But it's also worth noting that, you know, Mr. Yalowitz said he did not engage in any discussions with anyone at the unions concerning asking for the campaign. That's from the report. Ms. Howell said that she has not engaged in any discussion with the union in connection with her role, da, da, da. And Kelsey Garnatz, she had not had any discussion with anybody from the campaign, blah,

blah, blah. So you have people who you interviewed on the record saying that it didn't happen, yet no evidence to the end I can see that they're incorrect.

MS. COLLIER-MONTGOMERY: He was one of five employees. The other four did not respond to the --

CHAIR MCCARTHY: But what --

MS. COLLIER-MONTGOMERY: -- interrogatories which were directed to them.

CHAIR MCCARTHY: -- which employee did what to whom when?

MR. SANFORD: I think that's the wrong question, Mr. Chairman. We have never alleged that we had any video tape or any email of any employee doing something on behalf of the union and the campaign at the same time. So I think that's an incorrect question to say what employee did what to whom. I think we've tried to explain. First of all, most importantly, this is a Fair Elections program. It's about small donors. It's not about this huge influx

of money that comes from a source that some of the employees are connected to. And I don't think that should, under any circumstances, be viewed as acceptable behavior.

But in this case, as we raised the question, the Safe and Affordable Independent Expenditure Committee and the principal campaign committee said, We can prove that there's nothing improper here. Here's the firewall policy. And it was deficient. So we have no evidence to support their position that there was no impropriety.

CHAIR MCCARTHY: You also have no evidence to show there was impropriety.

MR. SANFORD: Totality of circumstances.

CHAIR MCCARTHY: I can't -- okay.

MS. COLLIER-MONTGOMERY: Yeah.

CHAIR MCCARTHY: All right.

MR. SANFORD: Thank you.

CHAIR MCCARTHY: Okay, any questions from my colleagues? Are we -- all right, now we

will hear from the campaign representative first, if that's possible, or Safe and Affordable. You all choose.

MR. STEINBERG: I defer to the campaign first.

MS. COLLIER-MONTGOMERY: Yeah.

MS. ROBINSON: Thank you. Our primary response here is that the order itself is factually erroneous. It doesn't contain facts that support the allegation of coordination, whether that is to raise the presumption of coordination or in the primary definition of coordination. To support its claims in the order, OCF repeatedly and egregiously mischaracterizes the campaign statements and positions that are in fact in the record, and it creates facts about non-existent evidence. It ignores the evidence that is in the record, including the statements of witnesses who responded to OCF's questions.

The reason that there are no facts is, well, primarily, there was no coordination.

Second of all, OCF did not seek the information that would allow it to have all of the facts to enable it to make a legally sufficient decision in this matter. It did not seek to interview, it did not seek documents from, it did not send questions to the decision-makers at Safe and Affordable D.C., who were involved in creating, producing, distributing that PAC's communications or the basis on which the PAC determined its strategy and messaging, et cetera. The only person from the campaign with knowledge of the campaign's strategic matters was Adam Yalowitz. No other person at the campaign was interviewed or contacted or received questions from OCF. And so there's a gap in the record because that information wasn't pursued, developed enough for OCF to point to any of that evidence.

The legal analysis in the order is not supported by facts. OCF quotes the definition of coordination. It doesn't attempt to apply that definition to any of the underlying facts

in the order. It never identifies any particular expenditure by Safe and Affordable that it determined was coordinated and therefore resulted in unlawful contributions to or expenditures by the committee.

Although the Fair Elections regulations set forth factors that OCF can look to in considering whether an expenditure is coordinated, OCF never addresses any of that. OCF instead relies on the rebuttable presumption of coordination included in the act and in the regulations, but nowhere in the order does OCF explain which of the very precise circumstances that may trigger the rebuttable presumption it relied upon. And it doesn't point to any record evidence to support the determination that any of those circumstances were present. And as we just heard it, it finds that its rebuttable presumption resulted from a firewall policy adopted by UNITE HERE Locals 23 and 25 to prevent those unions' employees from engaging in coordination. But apparently OCF never

investigated or collected any record evidence to support its finding that the policy wasn't effective.

There's nothing in the record to suggest that they interviewed, sought information from anyone at any of the unions to find out the date the policy went into effect, how they divided their staff, where staff were situated, whether it was monitored, whether there was training, what they would do in the case of a potential breach. There is no evidence to indicate whether the firewall policy was or wasn't sufficient, which is okay because there's nothing in D.C. law that requires a firewall policy to be in place. There's nothing in the statute; there's nothing in the regulations. Nothing in the law requires a firewall policy to be in place to prevent coordination.

Now, if OCF is saying that the campaign provided the firewall policy and said, you know, This is our defense to the presumption of

coordination, well, that is not, in fact, the case because the campaign was not notified that OCF was of the opinion that the presumption had been triggered until the order was issued, at which point the campaign had no opportunity to rebut the presumption. It is the government's burden here to demonstrate that the law is violated.

CHAIR MCCARTHY: Can you please summarize --

MS. ROBINSON: The campaign, S&A DC, or the unions were not under the obligation to either prove their innocence or prove OCF's case for it.

CHAIR MCCARTHY: I think we're going to --

MS. ROBINSON: It was the obligation of the government to meet its burden. Now, if they had come to us in advance and said, You know, we find that there's a rebuttable presumption, then yes, the burden of production, not the burden of proof, the burden of production switches back to

the campaign, and we're under the obligation to, you know, meet our burden to shift the burden of persuasion back to the government. But the campaign never had an opportunity to do that in this case.

CHAIR MCCARTHY: All right. I think --

MS. ROBINSON: Because the OCF found as a matter of law that it was impossible for the campaign to rebut the presumption.

CHAIR MCCARTHY: Okay. Can you summarize, or I think we -- it's time to move on because --

MS. ROBINSON: Yeah, that is, that's it.

CHAIR MCCARTHY: Please.

MS. ROBINSON: Unless you'd like me to speak on the contribution issue.

CHAIR MCCARTHY: Not right now. Thank you. No. Let's hear from Mr. Steinberg.

MR. STEINBERG: Well, thank you for the opportunity, and I say thanks to Ms. Pembroke for kind of laying out the background here and

for her thorough presentation. I mean, she and some of the Board members and Ms. Robinson have laid out many of the points that I intended to make, so I'll be a little briefer in my remarks. But most importantly, as we've seen here, there's not one fact that OCF actually applied to the coordination standard or to any of the rebuttable presumption provisions, including the one that they focused on our pre-conference hearing that was applicable. So there's no actual evidence here of any coordination. And they have a burden to prove there's substantial evidence that that's the case, and they have not done so.

I will address kind of a few of Mr. SanFord's specific remarks. He mentioned Section 3 of the rebuttable presumption provision, which he did not focus on the pre-hearing conference or elsewhere. But as we've seen here, just the fact that several leased employees may work for the campaign does not provide any evidence that they actually shared

any non-public strategic information with Safe and Affordable, and that never happened. There's no evidence of that happening. So that argument is completely meritless. With regard to the firewall policy, you know, Safe and Affordable made over many pages in its request for de novo review an argument that OCF's investigation was not legal, was not lawfully conducted. And we still maintain those arguments if necessary, if the Board needs to reach them. I don't think it's necessary based on what Mr. SanFord has said here, he's conceded repeatedly that there's no actual evidence of coordination. But he cites to the firewall, and he makes lots of incorrect assumptions about the firewall because OCF didn't conduct a proper and thorough investigation as we laid out over many pages in our briefing.

For instance, he mentioned Adam Yalowitz and the firewall policy and repeatedly how it's not signed. Well, I have a signed firewall policy from Adam Yalowitz from January

15th of 2026. They never asked for it. You know, there's lots of other similar evidence that Safe and Affordable and Local 25 are prepared to introduce into the record that the firewall was in fact previously implemented. There was training, there was monitoring, it was signed. So the only reason that -- you know -- the reason OCF has not gotten on the record on that is because it didn't do any of the things that Mrs. Robinson mentioned to actually follow up. Instead, it kind of released this poorly reasoned order that's devoid of a factual connection with the actual coordination provisions on a Friday night, a few days before the kind of key election.

Safe and Affordable is prepared, if necessary, to present additional evidence before this de novo review that undermines almost every one of the factual assumptions that Mr. SanFord just made about the firewall. But as Ms. Robinson said, the firewall is not actually relevant, it's not even necessary. We think

there was an applicable firewall, it was signed, it was enforced, and it prevented the flow of information in a way that would have created any actual coordination here. But you know, the whole basis for OCF's argument on that point is baseless.

CHAIR MCCARTHY: Thank you. Ms. Robinson, can you briefly address the check reimbursement issue?

MS. ROBINSON: Yes. So on the matter of the law, OCF has long permitted or never prevented campaigns from making reimbursements to their staff who have made purchases of goods or services on behalf of the campaign. You can see decades of reports that show those reimbursements, most of them in excess of $50.

Second, the regulations, both the Fair Election regulations and the primary campaign finance regulations, they discuss the matter of reimbursements, and they permit reimbursements for things like rent, vehicles, travel, lodging, the candidate's childcare cost, provided they're

all campaign related.

I can't imagine a situation where someone would seek a reimbursement for campaign rent that is, you know, for $50 cash. That just seems impossible. And the Fair Elections regulations, they discuss in detail how reimbursements made by the committee are to be reported in the R and E reports that are filed by the campaigns.

On the matter of the amount of the reimbursements, this wasn't one or two big reimbursements. It was a series of reimbursements for things, most of which required the use of a credit card to make. For example, online subscriptions to databases and the like. And the campaign made a series of reimbursements, not one big or two or three or five -- many. And it is possible for the auditors to sort that out because they have all of the receipts. The receipts line up with the credit card statements. I will say that the credit card statement that Mr. Yalowitz provided

did have his wife's name on it because they are both co-owners of the account. And so you can look at the reports that are filed and see what those specific reimbursements are for. And they did provide the receipts for all of those reimbursements as requested by the auditors, as required for the Fair Elections reporting system. And there's just nothing to indicate that this was an unlawful action.

Now, if OCF thought it should have been reported as a loan, they could have included that in the order and penalized the committee for that; they did not. But this is something that has happened for many years. This is the first time we've ever seen this novel interpretation of the check expenditure requirement, and there's nothing nefarious about the campaign using its small dollar contributions and public funds to reimburse an employee for paying for goods and services on behalf of the committee.

CHAIR MCCARTHY: Thank you. Mr.

SanFord, I don't think you spoke about this issue in your first round, but do you want to respond in general to what she said?

MR. SANFORD: I would actually. We have some auditors here, so they can address whether or not they received proper receipts. In the order, it states that actually Mr. Yalowitz had actually given duplicates, and even some of the audits reviewed indicated that there was an overpayment made by the campaign based upon these receipts, based upon these credit card expenditures. And there is no history with OCF where any individual has been reimbursed for using $32,000 on his or her credit card or another individual for $82,000 in expenses for a campaign on his or her credit card. There's no history like that. In the past, if there were reimbursements made, they were usually for the candidate, and we have encouraged candidates themselves not to engage in that practice. As I mentioned earlier –

CHAIR MCCARTHY: Can I ask you, Mr.

SanFord, so let's assume that it's unprecedented. How do you draw the dotted line to impermissible behavior?

MR. SANFORD: Because the statute is clear on what's acceptable or what -- what's acceptable –

(Simultaneous speaking.)

CHAIR MCCARTHY: It says about the bank account having to be in D.C. and checks only being drawn upon that account, which did occur. I believe the law is silent, actually, on some of the stuff that you're talking about as opposed to forbidding it.

MR. SANFORD: Because it's silent does not mean it's permissible. This strictly states what is permissible in terms of expenditures from a registered account in the District of Columbia with a national bank. Because it doesn't go further and say, And you cannot use a credit card for $82,000 or for $32,000, doesn't mean that's permissible. In this case, we're looking at $114,000. That has never happened at

the Office of Campaign Finance, and it's not a practice that is permissible or acceptable.

CHAIR MCCARTHY: Do you have any other comments on what you just heard from the appellants?

MR. SANFORD: Yeah, I'm a bit surprised that the counsel for the respondents seem to disregard the firewall. That was their defense. They raised the issue of firewall. We, the Office of Campaign Finance, sent complaints and advised that they had an opportunity to respond and to defend. They raised the issue of firewall, and now they apparently seem to want to disregard it. If firewall was the defense, we took a close look at it, and we found it deficient. Based upon that, we concluded that there -- and the totality of circumstances and evidence, that there was a violation of Campaign Finance Act in the form of coordination.

MR. STEINBERG: Can I please respond to that briefly?

CHAIR MCCARTHY: Yes.

MR. STEINBERG: So Safe and Affordable repeatedly and on the record said that there was no coordination or the rebuttable presumption of coordination even before getting to the firewall. And we provided lots of cites to Ms. Pembroke, and she relayed to you earlier that we had not waived those arguments. Those were core arguments for Safe and Affordable throughout the entire process. We stand by those. There still remains no evidence. In fact, as we've seen today, there's affirmative evidence in the record that no coordination actually occurred.

Ms. Garnatz', Safe and Affordable treasurer's response is to that point, as someone noted, the same for Mr. Yalowitz' statement. So based on the kind of record we do have, Safe and Affordable respectfully requests that the Board find there's no substantial evidence in the record of either coordination or rebuttable presumption of coordination. Thank you.

MEMBER WAKEFIELD: To kind of follow on

that point as you described it. I think my question's on what the law is or what the law requires here, and I actually might start with you, Ms. Pembroke, and then invite the other parties to chime in here. I'll be careful not to mischaracterize or misstate or put words in the mouth of any of the parties here, but I think everybody agrees based on what I've heard today and read in the record that there isn't direct evidence of coordination in the record.

I think everybody also agrees that you don't necessarily need direct evidence like an email that says, We're doing the coordination, as well, right? So I think we're kind of somewhere in the murky middle here. And my question is, you know, is the legal standard here for the Board today? Do you need substantial evidence that coordination actually occurred, or do you need substantial evidence that, say, a rebuttable presumption is sufficient here or the evidence supports the rebuttable presumption that was made based on,

you know, some of the things that the OCF talked about? I guess I'll stop there and just invite Ms. Pembroke first to comment on that question.

MS. PEMBROKE: So the regulation says that OCF has to prove a violation of the campaign finance law by substantial evidence. In my opinion, if their theory is based on a presumption of coordination, then they at least have to have substantial evidence to support a presumption of coordination because that's how you arrive at the conclusion of a violation of the campaign finance law. But to your point, I mean, we obviously don't have any opinions that flesh out the relationship between the standard of substantial evidence and drawing a presumption.

I think it's useful to think about it in terms of a concrete example, at least for me, to think of a hypothetical where the information being exchanged under I of the first presumption scenario. Where, for example, OCF had investigated and found that the campaign had a

logo that it wanted to use in its ads and that information was not public. It was not known, and it shows up -- that logo shows up in the advertising that the independent expenditure committee got. I mean, that would be circumstantial evidence of an exchange of information that might satisfy the substantial evidence standard, but we don't have anything like that here. We just have relationships between people, no sharing of information and no evidence of sharing of information.

MEMBER WAKEFIELD: As a matter of law, is it ever enough for substantial evidence, I guess, using a legal standard here to make a presumption based on shared staff or rented staff, whatever the correct legal term is?

MS. PEMBROKE: I don't see how that would -- that is to say that there's an exchange of information based on shared staff would be just speculation and conjecture, not substantial evidence. The opposite of substantial evidence.

MEMBER WAKEFIELD: Okay. And then my

other quick question on the law is, do you need to identify a particular contribution or expenditure as part of the evaluation of whether there's coordination? Or is there a broader question at play here, you know, in that evaluation?

MS. PEMBROKE: I don't know that I could speculate on other scenarios. In this case, they're talking about expenditures on advertising by the independent expenditure committee, and so I think they have to connect the dots to that scenario.

MEMBER WAKEFIELD: Okay. I'd invite the other parties to comment if they have anything.

MR. STEINBERG: Yeah. So as to the last point that was just made, there is absolutely no connection of any fact between any particular ads or public communications that Safe and Affordable made and the campaign. There's no evidence that there was any actual coordination, so that is kind of damning

evidence for OCF.

MS. ROBINSON: So I would agree with Ms. Pembroke on the requirement that if you're going to presume that there is coordination, you would at least have to have substantial evidence as is required under the DCFPA and under the Board's rules to demonstrate that one of those circumstances that triggers the presumption is there. With respect to whether -- about the sharing of employees, what does it mean to share employees here? You know, in this case, we have a situation where the employees moved from the union somewhere else out of the union's offices into the campaign's offices, were directed, controlled under the oversight of the campaign itself and not to be acting as employees of the union while the campaigns were during the -- during the pendency of the secondment or leasing agreement that was in place. So what does it mean to be shared? They weren't shared at that time, except for one part-time employee later, after most of this activity occurred, and that

was 32BJ, who may or may not be a party to this procedure.

MR. SANFORD: Counsel had indicated that he has a signed copy of a firewall policy from Mr. Yalowitz that was never shared with the Office of Campaign Finance. We only had a statement from Mr. Yalowitz that he was familiar with the firewall policy. To date, we've never received any signed or dated copies of firewalls from him.

MR. STEINBERG: And just to add, that was because Safe and Affordable took the position that Office of Campaign Finance didn't conduct a proper investigation and was extremely surprised and shocked by the order four days before the election, concluding that there had been coordination after OCF didn't follow its proper investigatory procedures.

MR. SANFORD: Well, you know –

(Simultaneous speaking.)

MS. ROBINSON: So just to follow up on that, OGC propounded questions to Mr. Yalowitz,

which he diligently answered. They could have, in those questions, said, If you have a copy of the signed firewall policy, please provide it. If you have communications with the union or anyone else, please provide those. They never made any such document requests.

MR. SANFORD: Obviously, Mr. Yalowitz responded when we asked if he was familiar with the firewall policy. And at that point, he could have stated, Yes, I am, and here's the copy. But he did not offer that. We had no knowledge as to whether or not he had a copy of a firewall policy or not. If he did have one, he could have provided us a copy, and we would have reviewed it. And he was the only person who responded. Of the five employees, he's the only one who responded to our questions.

CHAIR MCCARTHY: I wondered if the campaign would like to respond to that. Only one of five that responded.

MS. ROBINSON: So, yes, would love to. So two people from the campaign received

questions from OCF, and they both responded. Those two individuals were Adam Yalowitz and the committee's Treasurer, Julia Howell Barros. Both of them answered all of the questions and provided those to OCF. There were five people on the same email who were sent questions by OCF late in the day on the Friday before the Memorial Day weekend. Some of those were -- the other three were not from the campaign.

CHAIR MCCARTHY: And did you, Mr. SanFord, did you follow up with them or make subsequent efforts to find them or conclude you had the right address or call them before you issued the report?

MR. SANFORD: We didn't have telephone numbers. We did try to follow up, but we did not receive responses. And you know, I don't know that there was a holiday weekend or what, but we did attempt to --

CHAIR MCCARTHY: Why did you proceed with the order then rather than waiting to connect with these folks?

MR. SANFORD: Well, we had made a few attempts, and, I mean, we were in no rush to --

CHAIR MCCARTHY: One or a few? For the three people that you didn't connect with, how many attempts did you make with them?

MR. SANFORD: I personally did not send the questions, but I'm sure at least two attempts were made by the staff. But we were in no rush to issue the order. Our regs require that when an investigation is complete, the order should be issued for public review and public disclosure. So the characterization that we issued the order right on the eve of the election is completely untrue.

We had no motivation to try to influence the election and to issue an order that would embarrass any candidate during that cycle. We had completed our investigation. We issued an order and that's the way we deal with all investigations and all hearings. When the hearing is completed and the order is prepared, it's issued.

CHAIR MCCARTHY: What time of day was the report sent out?

MR. SANFORD: Sorry?

CHAIR MCCARTHY: What time of day on that Friday was the report sent out?

MR. SANFORD: It was Friday afternoon -- Friday evening.

CHAIR MCCARTHY: Right. Evening or afternoon?

MR. SANFORD: I believe it was 5:00 or 6:00 o'clock. I wouldn't know exactly.

CHAIR MCCARTHY: Do you normally send reports out after work on Fridays?

MR. SANFORD: Yes, we do -- we do. If they're done at that point, we do.

CHAIR MCCARTHY: And it happened to be just four days before the election.

MR. SANFORD: That was not a consideration.

CHAIR MCCARTHY: All right. Any questions? All right. Do you guys want to deliberate, or are you ready to move -- or? All

right, we are going to go into executive session for a brief deliberation.

At this time, the Board will entertain a motion to enter into a closed executive session. The closure is authorized under official D.C. Code for the purpose of consulting with our attorney to obtain legal advice, preserve the attorney-client privilege, and under D.C. Official Code to deliberate upon a decision in adjudication action or proceeding while exercising our quasi-judicial functions.

Specifically, the body will be discussing requests related to the de novo review of the OCF order regarding Janeese Lewis George. Docket number -- is there a motion?

MEMBER GREENFIELD: I move.

CHAIR MCCARTHY: Second?

MEMBER WAKEFIELD: Second.

CHAIR MCCARTHY: All right. It's moved and seconded. General Counsel, will you please call the roll?

MS. STROUD: Chairman McCarthy?

CHAIR MCCARTHY: Aye.

MS. STROUD: Member Greenfield?

MEMBER GREENFIELD: Aye.

MS. STROUD: Member Wakefield?

MEMBER WAKEFIELD: Aye.

MS. STROUD: Note that the Board has voted unanimously to enter into executive session to deliberate and consult with its counsel.

(Whereupon, the above-entitled matter went off the record at 1:30 p.m. and resumed at 1:45 p.m.)

CHAIR MCCARTHY: We will now resume the open public meeting. Board of Elections is now back in the open public session at 1:45 p.m. For the record, this body has concluded its closed executive session. As noticed, the closed session was held in strict accordance with D.C. Official Code to consult with our attorney to obtain legal advice and preserve the attorney-client privilege and to deliberate upon a decision in a quasi-judicial adjudication

proceeding.

No other matters were discussed, and no final actions or votes were taken during the closed session. All right, so we have the matter before us regarding the order of June 12th and the five fines issued therein. Is there a consensus of the Board members what to do?

MEMBER GREENFIELD: Yes, do you want me to go ahead and make a motion?

CHAIR MCCARTHY: I think so.

MEMBER GREENFIELD: Okay. I'm going to make a motion that there was not substantial evidence on the record to establish violation of Campaign Finance Act with respect to impermissible coordination or impermissible reimbursements, and the order is therefore vacated.

MEMBER WAKEFIELD: Sure. I second it.

CHAIR MCCARTHY: All right. A second -- and do you want to call the roll call, Madam General Counsel?

MS. STROUD: Absolutely. Mr. Chair?

CHAIR MCCARTHY: Aye.

MS. STROUD: Member Greenfield?

MEMBER GREENFIELD: Aye.

MS. STROUD: Member Wakefield?

MEMBER WAKEFIELD: Aye.

MS. STROUD: And with that, the Board has unanimously voted in support of the motion submitted by Member Greenfield.

MS. PEMBROKE: Terri? Could I just ask for a point of clarification and whether or not the Board wants to take action on this?

MS. STROUD: Oh, right.

MS. PEMBROKE: Would we then take the position that the de novo review request for party status with respect to the unions is effectively moot -- the procedural issues?

MS. STROUD: Yes. Being that the order is vacated, there would be no issues remaining with respect to the union's standing.

CHAIR MCCARTHY: All right, actually, we're still on your report, Madam General

Counsel. So the application for approval of a party name. Could you please walk us through that?

MS. STROUD: Yes. And if I could ascertain whether or not Ms. Curry, C-U-R-R-Y, is present. She is present. Yes, promote, please. Allow her to talk too. And Ms. Curry, if you could state your name and address for the record. And this item is the application for approval of party name by Ms. Khosbayar Curry. I hope I am -- and you're on mute, Ms. Curry. Or you're not, actually. Ms. Curry, are you present?

MS. CURRY: Yes. Hello, everybody. My name is Khosbayar Curry. The address is 5030 First Street NW, Unit Number 303, Washington, D.C., ZIP Code 20011.

MS. STROUD: Okay, thank you. Ms. Curry is seeking approval of the name Justice and Affinity Aligned pursuant to 3 DCMR 1601 and D.C. Official Code Section 1-1001.08.

Under 1601.2, the application must have

the name, address, telephone number, and voter registration number of the chairperson, treasurer, and any other principal officers. Staff has reviewed the application and confirmed that it includes the required information for the chair and treasurer. The proposed name, as indicated, is Justice and Affinity Aligned. Under 3 DCMR 1601.3, the Board may reject any name that, in the judgment of the Board, tends to confuse or mislead the public. Staff has reviewed the proposed name and the names of existing parties in D.C. and has found no basis to conclude that the name tends to confuse or mislead the public.

Accordingly, I recommend that the Board approve the name Justice and Affinity Aligned as a political party name in D.C. Under 3 DCMR 1601.4, approval requires a majority vote of the Board. I'm happy to answer any questions the Board might have, but if there are none, I would ask that the Board make a motion to approve the name Justice and Affinity Aligned as a political

party name in D.C.

CHAIR MCCARTHY: I will move that we approve an application to approve the name of the Justice and Affinity Aligned Party in the District of Columbia.

MEMBER GREENFIELD: Second.

CHAIR MCCARTHY: All in favor? Aye.

MEMBER WAKEFIELD: Aye.

MEMBER GREENFIELD: Aye.

MS. STROUD: Okay.

CHAIR MCCARTHY: All right.

MS. STROUD: Thank you. Ms. Curry, do you have any questions?

MS. CURRY: No, I do not have any questions. Thank you very much.

CHAIR MCCARTHY: Congratulations.

MS. STROUD: You're welcome. Thank you. The next item on my agenda is a proposed rulemaking to Chapters 10, 11, 14, 15, 16, and 17 of Title 3 of the DCMR.

The purpose of the amendments is to establish regulations consistent with the

Petition Administration Clarification Emergency Act with respect to ballot measures and to clarify the Board's requirements for validly filed challenges to signatures on various ballot access petitions in light of guidance received from the D.C. Court of Appeals after the primary and special elections of 2026.

After the ballot access period for the 2026 general election, it was determined that changes were necessary to address situations where the basis for a challenge comes from a court decision as opposed to a specific regulation. The current rules require challengers to identify the particular signatures they are challenging and explain the basis for each challenge. The proposed change would keep those requirements but make clear that a challenger may rely on other applicable legal authority, including cases like Williams v. D.C. Board of Elections.

The changes would also clarify how inferential challenges must be made. If a

challenger argues that misconduct involving one signature or circulator affidavit affects other signatures, the challenger must identify the specific misconduct being relied upon and identify each additional signature that should be discounted because of it. Any inference based on circulator misconduct would be limited to signatures collected by that circulator. We seek to have this rulemaking published in the October 16th version of the D.C. Register for a 30-day review and comment period, after which we would ask the Board to take final rulemaking action with respect to this rulemaking.

Accordingly, I recommend that the Board move to adopt the rulemaking and permit the Office of the General Counsel to submit it to the Office of Documents and Administrative Issuances for publication in the D.C. Register.

CHAIR MCCARTHY: So moved.

MEMBER GREENFIELD: Second.

MS. STROUD: Mm.

CHAIR MCCARTHY: All those in favor?

MEMBER GREENFIELD: Aye.

CHAIR MCCARTHY: Aye.

MEMBER WAKEFIELD: Aye.

MS. STROUD: Okay. Thank you for that, and we will publish it in the D.C. Register. The next two items on my agenda involve the Board's proper subject hearing that was continued from the last meeting where the Board was considering whether or not the D.C. Equal Home Ownership Act should be accepted as a proper subject. As the Board indicated at the beginning of this meeting, it concluded with deliberating as to the propriety of the measure. And I would --

CHAIR MCCARTHY: I'll just add that the public should know there was a very long and robust discussion on shall versus may and what that actually means.

MS. STROUD: Mm-hmm.

CHAIR MCCARTHY: And we got the -- my own mental thesaurus out several times, but I think we landed in a good place, and I'm

prepared to move if my colleague is.

MEMBER GREENFIELD: Yes.

CHAIR MCCARTHY: All right, following our deliberations, I move that this body accept the Equal Home Ownership Act on the grounds that it does present a proper subject for initiative.

MEMBER GREENFIELD: I second.

CHAIR MCCARTHY: It's moved and seconded. Will you please call the roll, Madam General Counsel?

MS. STROUD: Okay, Mr. Chair?

CHAIR MCCARTHY: Aye.

MS. STROUD: Member Greenfield.

MEMBER GREENFIELD: Aye.

MS. STROUD: And with that, a majority of the Board has voted to accept the D.C. Equal Home Ownership Act as a proper subject for initiative. And it will proceed throughout the initiative process, and we will be in touch with the proposer for next steps. And I see that Mr. Addison Sarter is present. Do you have any questions, Mr. Sarter?

MR. SARTER: Yes, I just stepped away for a few minutes, and I'm just joining back on, so I don't know if this has already been addressed yet or --

MS. STROUD: The Board just voted to accept the measure as a proper subject, and so it will continue along the initiative process.

MR. SARTER: Okay. All right. Thank you so much.

MS. STROUD: Okay. Thank you.

CHAIR MCCARTHY: Congratulations.

MR. SARTER: Thank you. I appreciate it. Bye-bye.

MS. STROUD: At this point in the agenda, we will be discussing matters that Mr. Wakefield is recused from, and it's appropriate that he's not in the room right now. And he indicated the basis for his recusal from the matters that we're about to discuss during the Board's last meeting. He read it into the record during the Board matters portion of the Board's meeting.

With that, the item on the agenda is the issuance of the petition with respect to Initiative Measure No. 88. And I believe that Mr. Sandler, Joe Sandler, who is counsel for the proposer, is present, and we will raise him to panelist as well as Salim Adofo, who is the proposer of the measure. Mr. Sandler -- he just raised his hand. Yes. You have Salim Adofo up there.

I will note that on behalf of the proposer, Mr. Sandler made a request of the Board with respect to the issuance of the petition. Mr. Sandler, if you would like to state your name and business address for the record so that you can make that request.

MR. SANDLER: Yes. Thank you, General Counsel. And thank you, Mr. Chairman. Joseph Sandler, Law Firm of Sandler, Reiff, 1620 I Street NW, Suite 900, Washington, D.C. 20006, counsel for the proposer and the initiative committee for Initiative 88.

We respectfully request that the Board

exercise its legal discretion to defer issuance of the petition form for Initiative 88 under D.C. Code § 1-1001.16(g) until the Board's regular meeting in January 2028. And let me briefly explain the reasons for this request and then very quickly address the Board's legal authority to entertain it.

Three reasons why we're making this request. First, Douglass v. D.C. Board of Elections, the case challenging the proper subject determination of the Board. I know that there'll be an update later in the meeting. On September 16th, the Superior Court ruled from the bench, granting the Board's motion to dismiss all counts to this challenge, you know, really reflecting outstanding legal work by general counsel and her and her team, Ms. Pembroke, Quinn. But the challengers immediately filed an appeal to the D.C. Court of Appeals two days later.

We do not want to be in a position of spending the money and extensive effort needed

to collect the necessary number of signatures, only to have the measure ultimately thrown out as not being a proper subject matter. And while there's no guarantee of exactly when the D.C. Court of Appeals would rule on this, or if they remand when the Superior Court would take it up, we believe that deferring the issuance of the petition until January 2028 gives the best chance of knowing that if the signature drive does proceed, it won't be for naught. And if it's not ultimately found, I would hope not, but ultimately found not to be a proper subject, it would obviate the need to run the petition drive at all.

Secondly, given the timing here, it's not realistic for the committee to be in a position to be able to collect the requisite number of signatures in time for this measure to be on the ballot for any special elections that may be scheduled next year, 2027, given the likelihood of when those would take place. So that means it would be on the 2028 primary or

the 2028 general election.

During the recent debates in the D.C. Council about the FILTER Act, which I believe actually was finally passed today while we were at this meeting, several council members expressed the view that, if possible, initiatives should be on the general election ballot because at least at this point, voters not registered with a party cannot participate in primaries. And when we're talking about the electorate deciding to enact a new law, there should be the widest participation possible, and we share that view. Particularly given the recent penchant of the council for trying to overturn the will of the voters when it comes to these initiatives, it's important that an effort by the people of the District to make new law for the District bear the imprimatur of the greatest number of D.C. citizens.

Finally, we believe that deferring the issuance of petition form will afford the Board an opportunity to consider and adopt a new form

of petition. And again, we'll make this request separately to the Board in any event. But we believe the petition form should be printed in landscape rather than portrait, in a horizontal form, to leave sufficient space for voters to write out their full address, which will reduce the number of illegible addresses and therefore the number of signatures invalidated for that reason. And leave space for the new fiscal impact statement information that will be required by the FILTER Act assuming a period of congressional review expires and becomes law, even if that is not going to apply to this initiative.

We would also urge the Board to consider issuing the form of petition in Spanish as well as English given that sample ballots and actual ballots are issued in Spanish as well as English. And D.C. Code § 1-1031.02(a) would seem to require that all election materials, including petition forms, be issued in Spanish. And finally, we would note the disclaimer on

the form that was or would be issued to us today is incorrect and stating the address of the committee as WDC rather than Washington, D.C. Minor point, but would presumably need to be corrected anyway.

With respect to the Board's authority to entertain this request, subsection (g) of § 1-1001.16 states that upon final establishment of the summary statement, short title, and legislative form, the Board shall prepare and provide to the proposer at a public meeting an original petition form. The statute does not set a specific time period, and in two other situations, the Board has found that it does have discretion, authority to postpone issuance of the form of petition to the proposer. In the first instance, with respect to Initiative 81, at the Board's regular meeting on March 12th, 2020, sort of at the inception of the pandemic, the proposer requested deferral of the issuance of the petition then due to COVID. And the general counsel stated that there was no legal

obstacle. Basically, it stated that there's nothing in the law that provides that we have to issue the petitions within a certain period of time. There's no legal barrier for the request you're making of the Board. And then again at a regular Board meeting considering to -- at which the petition form would have been issued for Initiative 83, that's the ranked-choice voting, et cetera, September 13th, 2023 I happen to represent that proposer also, who requested postponement based on the registration of non-citizens. We requested postponement until the following January. At that meeting, the Board granted that request, again with advice from the general counsel, no legal obstacle to that although the Board left itself discretion in that case as to exactly when the form of petition would be issued.

So for those reasons, Mr. Chairman, members of the Board, we respectfully request that the Board postpone, defer issuance of the form of petition to the proposer, Mr. Adofo,

until the Board's regular Board meeting to take place in January 2028. Thank you very much.

MS. STROUD: Yes, Mr. Chair, I do agree with the precedent as expressed by Mr. Sandler and if you would like me to make a --

CHAIR MCCARTHY: Yes.

MS. STROUD: -- recommendation or if you would like to yourself -- I recommend that the Board should grant the proposer's request to defer.

CHAIR MCCARTHY: Our timeframe. Yeah.

MS. STROUD: To defer further action on the petition for Initiative Measure No. 88. I would not bind the Board to a particular date.

CHAIR MCCARTHY: Agreed.

MS. STROUD: I would ask that the Board -- that we defer action on the petition until further action of the Board.

CHAIR MCCARTHY: I will move to grant the proposer's request to defer the issuance of the petition in support of Initiative Measure No. 88 until further action by this body.

MEMBER GREENFIELD: I second.

CHAIR MCCARTHY: All in favor?

MEMBER GREENFIELD: Aye.

CHAIR MCCARTHY: Aye.

MS. STROUD: And with that, it passes.

CHAIR MCCARTHY: Thank you, guys.

MS. STROUD: Thank you.

MR. SANDLER: Thank you. Thank you, Mr. Chairman.

MS. STROUD: The next item on my agenda is litigation status and the final item on my agenda. The first matter is James Douglass et al. v. D.C. Board of Elections. This is in D.C. Superior Court. This is a challenge to the Board's decision that Initiative Measure No. 88, the Rent Control and Housing Eligibility Adjustment Amendment Act of 2026, met proper subject requirements and its adoption of that measure's formulations.

At a September 16th, 2026 status hearing on dispositive motions filed by the parties, the Superior Court ruled in favor of

the Board on both the proper subject and formulation issues.

The next matter James Douglass v. D.C. Board of Elections is in the D.C. Court of Appeals. On September 18th of this year, Douglass filed an appeal from the Superior Court order that we were just discussing. No briefing order has issued in this matter.

The next matter is Stacia Hall v. the Board. This is in U.S. District Court. This is a remand from an appeal of a June 2025 D.C. Circuit reversal of the District Court's denial of a challenge to legislation allowing non-citizens to vote in local elections. Dispositive motions are pending, and we are awaiting the Court's decision.

The next matter is U.S. Department of Justice v. Monica Evans in the U.S. Court of Appeals for the D.C. Circuit. This is the DOJ's appeal from U.S. District Court decision denying the DOJ access to personal identifying information contained in the Board's voter data.

In that order, the Court concluded that the U.S. Attorney General is not authorized to compel the Board to produce its voter registration list. The appeal was noted on August 19th. The Court has issued an order directing that dispositive motions be filed by October 5th.

The next matter is John Guggenmos v. the Board. This is in the D.C. Court of Appeals. This is a recent appeal from a Superior Court bench order affirming the Board's decisions with respect to Initiative Measure No. 87, the D.C. Living Wage Amendment Act of 2026. On September 21st, the Court directed that the case be referred for mediation. There's no further action on the mediation at this time.

The next matter is Talib Muhammad v. the Board. This is in the D.C. Court of Appeals. On September 13th, the Court of Appeals docketed an emergency appeal by Mr. Muhammad from a Superior Court order that denied his request that the Court grant him injunctive

relief by directing the Board to accept his general election nominating petition.

On September 16th, the appellant filed a motion for an injunction pending appeal. On September 21st, the Board filed an opposition to the motion for injunctive relief and a motion to dismiss the matter. On September 22nd, the appellant filed an opposition to the Board's motion to dismiss. The Board replied on September 25th.

The next matter is Jason Christopher Long v. the Board. It's in the D.C. Court of Appeals. This is an appeal from a Superior Court order rejecting Mr. Long's claim for $10,000 in damages for an overdraft fee caused by a stop payment on a $500 check issued for his service as an election worker. To date, the Court has not issued a briefing order.

The final matter is Calvin Gurley v. the Board. This is in the D.C. Court of Appeals. On September 3rd, Candidate Gurley appealed the Board's first order denying him

ballot access as a result of one of two challenges to his nominating petition. On September 8th, the Board filed the agency record, a motion to expedite, and a motion for summary affirmance.

On September 9th, the Court consolidated this case with a second appeal filed by Mr. Gurley from the Board's second order denying him ballot access. On September 10th, the Board filed a record and a dispositive motion with respect to the second consolidated case. Also on September 10th, the Court granted summary affirmance in the first matter and denied the second appeal as moot, and it issued its mandate, and the matter is now closed. And that concludes my report.

CHAIR MCCARTHY: All right. We'll now have the campaign finance report. Ms. Collier-Montgomery, would you care to summarize what you're going to share with us?

MS. COLLIER-MONTGOMERY: For the record, our full report will be placed in our

website before the close of business today, I will, however, try and highlight just the two items of interest for the public.

The first is with respect to the 2026 election debates. The agency hosted the debates and the contested citywide races for the offices of the Mayor of the District of Columbia. There were three participants: Rhonda Hamilton, Janeese Lewis George and Robert L. Gross and the At-Large Member of the council. There were four participants, Elissa Silverman, Oye Owolewa, Darryl Moch, and Darrell Green on Tuesday, September 22nd, 2026. These offices are scheduled for election during the November 3rd, 2026 general election in the District of Columbia.

All candidates who are certified to participate in the Fair Elections Program for a contested citywide election were required under the Fair Elections Act to participate in the debate. All candidates in the traditional campaign finance program who registered for the

offices in the traditional program and qualified for ballot access were invited to participate. Where there's no FEP participating candidate in a race or willing non-participating candidate, the mandatory debate requirement is waived.

The debate for the offices of Chairman of the Council and the At-Large Council Member were waived. There was no certified FEP candidate in the citywide contest for Chairman of the Council and the contested election for the Office of Attorney General, where there is one certified FEP candidate, the candidate who registered in the traditional program declined to participate. The debates were moderated by Michael Brice-Saddler, who is a reporter for the Washington Sun, who was formerly with the Washington Post, where he oversaw the newsroom's local political coverage. The debates were held virtually and streamed online at www.dcdebates.com website, where the recording of the debate will remain online for viewing throughout the remainder of the calendar year.

In our audits, compliance division and the Fair Elections Program during the month of September 2026, there were two candidates who were certified in the Fair Elections Program. The first was Neighbors for Amber Williams Principal Campaign Committee. The candidate, Amber Williams, was certified in the Fair Elections Program for the covered office of Ward 6, Member of the State Board of Education, on September 2nd, 2026. The first base amount payment of $5,000 and matching payment of $6,400 were authorized for disbursement on September the 2nd.

Lynn for Ward 5 Principal Campaign Committee is the second certified candidate. The candidate, Lynn Carol Jennings, was certified in the Fair Elections Program for the covered office of Ward 5 Member of the Board of Education on September 8th, 2026. The first base amount payment of $5,000 and matching payment of $6,400 were authorized for disbursement on September 8th.

The agency also authorized 17 disbursements of public funds to candidates who have been certified in the Fair Elections Program during the month of September. The specific information is listed in our report, and, again, it will be available at our website. The complete status of the ongoing audits for 2020, 2022, 2024, and 2025 is also listed in our report. There were no final audits which were issued during the month of September.

In our traditional programs during the month of September, there were 63 desk reviews of financial reports which were filed in the traditional campaign finance program, and 15 requests for additional information letters were issued as a result of those desk reviews. Again, once issued, all OCF final audit reports are available at our website for review.

In our Public Information and Records Management Division during the month September, there was one report date due for the filing of the reports of receipts and expenditures, and

that was the September expense report which was due from our active Fair Election Program. Again, those reports or the status of those reports will be available in our report.

I would also note that images of the financial reports that we received are also available at our website for review by the public. For the candidates and committees who have participated in the 2026 election cycle, in the traditional program, we have a total of 184 candidates who registered to participate in the 2026 cycle, and 157 of those candidates are active.

During the month of September, we did have new registrations which occurred. In the November 3rd, 2026 general election for the office of Mayor, Kathy Henderson registered on September the 24th as a write-in candidate. Trevor Chapman registered on September the --

CHAIR MCCARTHY: Can all this be submitted for the record? Okay. Let's -- okay. Okay. Submit it for the record.

MS. COLLIER-MONTGOMERY: So that will conclude my report.

CHAIR MCCARTHY: Okay.

MS. COLLIER-MONTGOMERY: I also believe that the general counsel will submit his report on the record as well, and his report will be posted on our website as a close of business today.

CHAIR MCCARTHY: Excellent. All right, now I think we'll hear from the public. Is there anyone that wants to share their thoughts with us? I'm going to limit everybody to three minutes, please.

MR. SCHILLER: Hello?

CHAIR MCCARTHY: Hi.

MR. SCHILLER: This is -- I haven't been given official authorization to speak yet.

CHAIR MCCARTHY: All right, please proceed. Yep.

MR. SCHILLER: Thank you. This is Nicholas Schiller. Address is 2448 Massachusetts Avenue NW, Washington, D.C. I'm

speaking up today about the voter ID. I was at the Board of Elections in August, and I noticed that when I was looking at signatures on petitions, that every voter has a unique voter ID. It's required under D.C. Code § 1-1001.05(a)(1).

The issue I bring up is, I believe it was mentioned that over the last month, 20,822 voter registration changes were made. And with a voter ID, a campaign, especially like a ballot access campaign, is able to track those changes. Currently, the voter roll that is authorized to be given to the public does not have a voter ID attached to any voter. So if someone moves, someone gets married, someone has something changed in their voter information, campaigns are not given this information, and it makes it extremely difficult to track if a voter has signed a petition and then moved, or signed a petition using their old address and then go to the Board of Elections, updates their voting address. That process has to be done manually,

and there's no good way to do it except by using a voter ID, which is required to track a voter throughout their entire existence in the voter roll.

Prior to, I believe, at least back in 2014, the voter ID was given out. There's no law or regulation that prohibits the voter ID from being given in the voter roll. But it's been withheld from campaigns and candidates for nearly, I don't know, almost a decade now. And I'm asking that it be added back because it just makes the ability to track voter activity much more easy. It's not like special information.

It's just a simple ID that's attached to a voter. So when they change their name or they become active or become inactive, we can be able to track if they've changed any information, and it will help everyone down the road. I appreciate your time on this question.

Another one is that I did bring up to Joe Sandler the need for Spanish language materials. And I had also -- there was a part

in the D.C. Code that he cited, but part B is through regulation that election materials can be made in other languages that do not constitute five percent of the population. So I would even suggest that the Board consider Amharic as a language that could be used on voter and election materials, even ballot access petitions, because there are thousands of voters in the District of Columbia that that might be their main language. And we want to be accessible to as many voters as possible. Thank you so much for your time and your service to the people of the District of Columbia.

CHAIR MCCARTHY: Thank you for your thoughtful comments. And I'm not going to address them now, but obviously, we hold language accessibility as a very high principle, and that's important, and we'll discuss this at a subsequent time. And the voter ID issue, I'll take advice from you on that later on. Sounds good. All right, anyone else? That it? Okay.

All right, now I would actually like to

put forward a motion for the Board to enter into closed executive session, which is authorized under D.C. Official Code for the purpose of consulting with our attorney to obtain legal advice and preserve the attorney-client privilege. And under D.C. Code, deliberate upon a decision in adjudication action or proceeding while exercising our quasi-judicial functions.

Specifically, I wanted to also try and discuss with my colleagues the training and development of members of a public body and staff. So I move that the body -- actually, is there -- is there a second to that?

MEMBER GREENFIELD: Second.

CHAIR MCCARTHY: All right, will you record the vote?

MS. STROUD: Mr. Chair?

CHAIR MCCARTHY: Aye.

MS. STROUD: Member Greenfield.

MEMBER GREENFIELD: Aye.

MS. STROUD: And with that, the Board has voted in a majority to enter into closed

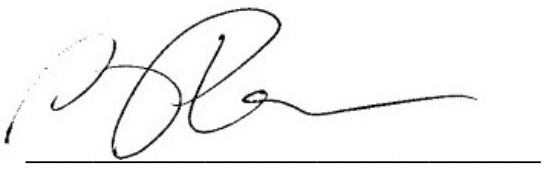
session under 2-575(b)(4)(A), (b)(13), and (b)(12), which is, for 12, it's to train and develop members of a public body and staff.

CHAIR MCCARTHY: All right. We are adjourned. Thank you, everybody.

(Whereupon, the above-entitled matter went off the record at 2:20 p.m.)

C E R T I F I C A T E

This is to certify that the foregoing transcript was duly recorded and accurately transcribed under my direction; further, that said transcript is a true and accurate record of the proceedings; and that I am neither counsel for, related to, nor employed by any of the parties to this action in which this matter was taken; and further that I am not a relative nor an employee of any of the parties nor counsel employed by the parties, and I am not financially or otherwise interested in the outcome of the action.



Brandon Paterson

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