BEFORE THE
DISTRICT OF COLUMBIA
BOARD OF ELECTIONS

In Re: Janeese for DC; Janeese Lewis George; and Julia Howell Barros, Treasurer	)))))	Docket No. OCF 2026-FI-007

REQUEST FOR HEARING DE NOVO
PURSUANT TO 3 D.C. MUN. REGS. § 3709.11

Petitioners Janeese for DC (the "Campaign"), Councilmember Janeese Lewis George, and Julia Howell Barros, in her capacity as Treasurer (collectively, "Petitioners") submit this request for a hearing de novo with the Board of Elections and in support of their request state:

I. Introduction

Petitioners contest the June 12, 2026, Order[1] issued by the Director (the "Director") of the Office of Campaign Finance ("OCF") in the above-captioned matter (the "Order") and therefore request a hearing de novo before the Board of Elections (the "Board") in this matter. In the Order, OCF fines Petitioners $16,000 for violations of: (i) DC Code § 1-1163.08(a) ("[r]eimbursing a staffer for payment of an expenditure that was paid by a personal credit card not affiliated with the depository for the candidate nor committee"); (ii) 3 DCMR § 3711.2(v)[2] ("[m]aking an expenditure in excess of the expenditure limitations"); (iii) 3 DCMR § 3711.2(l)[3] ("[a]ccepting contributions in excess of the contribution limits"); (iv) 3 DCMR § 3711.4(y) ("[f]ailing to comply with the Fair Elections requirements"); and 3 DCMR 3711.4(aa) ("[m]aking expenditures for any purpose prohibited under § 4209"). The Order also fines Safe & Affordable DC ("SADC") $4,000 for violating "3 DCMR § 3711(m)."[4]

The Order is the result of an inadequate and rushed investigation by OCF that failed to meet the legal standards for OCF investigations. OCF's conduct of the investigation prejudiced

---

[1] The Order is included herewith as Exhibit 1.

[2] The Order errantly referred 3 DCMR §3711.2(v), but OCF has clarified that the correct citation is 3 DCMR § 3711.4(v). *See* OCR Order in Response to Motion for Reconsideration ("Denial Order") at 5. The Denial Order is included herewith as Exhibit 13.

[3] The Order errantly referred 3 DCMR §3711.2(l), but OCF has clarified that the correct citation is 3 DCMR § 3711.4(l). *See* Exhibit 13 at 5.

[4] Presumably, this is meant to be 3 DCMR § 3711.2(m), as there is no § 3711(m) in Title 3 of the DCMR.

Petitioners because OCF did not comply with the basic procedural requirements for its investigations. Further, the Order is factually and legally erroneous; its "Finding of Facts" include findings that are plainly false, assumes (or invents) facts not in evidence, and egregiously mischaracterizes statements or evidence submitted by Petitioners, SADC, and/or their respective counsel. In its "Conclusions of Law" in the Order, OCF never the applies the applicable law to the actual facts with respect to its findings of unlawful "coordination" between and among the Campaign and SADC and other parties. Nor does the Order set forth any act, omission, or other conduct of Petitioners or their agents that results in any unlawful coordinated expenditure by SADC or anyone else. The Order does not even specify which expenditure(s) of SADC or other person resulted from unlawful coordination with Petitioners. And, the Order's determination that the Campaign's reimbursement of staffers who used personal credit cards to make campaign-related purchases on behalf of the Campaign resulted in "impermissible expenditures" is conflicts with OCF's own regulations and is clearly erroneous.

Finally, the fines imposed upon Petitioners in the Order exceed the amount the Director is authorized by statute to issue administratively. The "*aggregate* amount of penalties imposed" by the Director under her authority to issue administrative fines "may not exceed $4,000."[5]

Petitioners respectfully submit that, for the reasons explained more fully below, OCF's conduct of this investigation, the facts, and the law warrant revocation of the Order. Accordingly, Petitioners request a de novo hearing before the Board in order, for the first time, to participate in an adversarial proceeding against OCF in this matter, present their own evidence, and require OCF to establish that it has met the proper burden of proof.

II. BACKGROUND

A. Factual Background

The Order arises from a complaint filed with OCF by Kevin Sobkoviak either "[o]n or about April 21, 2026"[6] or on April 24, 2026[7] (the "Complaint")[8]. The Complaint alleged that because: (a) SADC made independent expenditures in support of Janeese for DC; (b) the Campaign leased some of its employees from various labor unions; (c) a *different* labor union employee provided services to SADC; (c) SADC and one of the labor unions shared an address or office space; and (d) SADC disclosed its receipt of contributions from political committees

---

[5] D.C. Official Code § 1-1163.35(a)(4) (emphasis added).

[6] *See* Exhibit 1 at 1 (Allegations).

[7] OCF's initial communication with Petitioners about the Complaint – an April 24, 2026, email from OCF General Counsel William SanFord to the Campaign's general email account – stated that the Complaint had been filed that day. Mr. SanFord's April 24, 2026 email is included herewith as Exhibit 3.

[8] The Complaint is included herewith as Exhibit 2.

affiliated with some or all of those unions, the Campaign unlawfully "coordinated" with SADC. The Complaint also questioned whether the Campaign's reimbursements to one of those employees, Adam Yalowitz, for purchases he made on behalf of the Campaign was truly a reimbursement or was, instead, a payment to a third party. The discussion below provides the necessary background on the employee leasing arrangements, non-coordination policies of the Campaign and other parties referenced in the Complaint, as well as the Campaign's reimbursement of Mr. Yalowitz.

1. The Petitioners

Petitioners Janeese Lewis George is the incumbent D.C. councilmember for Ward 4 and a candidate for mayor in the 2026 elections.[9] Petitioner Janeese for DC is Councilmember Lewis George's principal campaign committee for her mayoral campaign. Petitioner Julia Howell Barros is the treasurer of Janeese for DC. Councilmember Lewis George filed Fair Election Program registration statements for her mayoral candidacy and principal campaign committee with OCF on December 1, 2025.[10] She is a certified Fair Election candidate.[11]

2. The Campaign Leased Five of Its Employees from Labor Unions.

Among the staff on-boarded to the Campaign during its initial phase were three experienced organizing and communications staff, Adam Yalowitz, Kimmon Williams, and Amanda Gomez. They all became employees of the Campaign on December 1, 2025.[12] All three of these individuals were then full-time, permanent employees of labor unions – Mr. Yalowitz and Ms. Williams were employed by UNITE HERE International Union ("UNITE HERE") and Ms. Gomez was an employee of UNITE HERE Local 25 ("Local 25").[13] Rather than requiring these individuals to leave their long-term employment and give up their (and their families') employer-provided insurance and their retirement benefits for temporary campaign jobs, the Campaign entered into written agreements with UNITE HERE (for Mr. Yalowitz and Ms. Williams) and Local 25 (for Ms. Gomez) that allowed the employees to remain on their

---

[9] Councilmember Lewis George is the Democratic Party's presumptive nominee for mayor in the general election, with unofficial results showing she won the June 16, 2026, Democratic primary. *See* Board of Elections, Primary and Special Election 2026 – Pre-Certified Results, https://electionresults.dcboe.org/election_results/2026-Primary-Election, *accessed* July 5,2026. Certification of the primary results is set to occur on July 17, 2006. *See* D.C. Code § 1-1001.05(a)(11) and 3 DCMR § 813.1.

[10] *See* Fair Elections Candidates Payment and Information for Ms. Janeese Lewis George / Janeese for DC at https://fairelections.ocf.dc.gov/public/registrantDisclosureDetails/174.

[11] *See id*.

[12] *See* Response of Janeese Lewis George, *at al*. to Complaint in OCF Docket Number OCF FI 2026-007 (the "Response) at 2. The Response is included herewith as Exhibit 4.

[13] *See* Exhibit 4 at 2.

employers' payrolls while "seconded" or "leased" to the Campaign.[14] Under each agreement, the applicable employee was to report only to, and to provide services only to, Campaign for the duration of their employment with the Campaign.[15] Each agreement required the Campaign to pay UNITE HERE and Local 25 the full cost of their respective employees' services to the Campaign for the duration of their paid employment with the Campaign.

The Campaign and Local 25 later entered into a virtually identical "secondment" or "lease" agreement for the Campaign to hire Local 25 employee Rob Wohl.[16] The Campaign also entered into a similar agreement with SEIU 32BJ pertaining to Ricardo Campos, a SEIU 32BJ employee who joined the Campaign as a part-time employee on March 19, 2026.[17]

Of the leased employees, only Mr. Campos provided services to his union employer during the period he was leased by the Campaign. The other employees only provided services to the Campaign during their period of employment with the Campaign. None of these employees ever provided services to SADC.

The Campaign reported all of its disbursements to UNITE HERE, Local 25, and SEIU 32BJ for payments of employee compensation pursuant to the lease agreements with each union.

Other than the service of administering the payroll of Campaign employees leased from them, none of the unions provided any other services or entered into any other transactions with the Campaign.

3. Each Union Had an Internal Firewall Policy Written and Implemented to Prevent Coordination of Its Independent Expenditure Program with the Campaign.

Each of the employee leasing arrangements was structured to avoid unlawful "coordination" between the Campaign and the employing union. Each union had a "firewall policy" that divided its staff between – on the one hand – those individuals (referred to herein as "Independent Staff") working on the union's general public communications or activities that may not be lawfully "coordinated" with a benefiting DC candidate, the candidate's campaign, or agent, and – on the other hand – those individuals (referred to herein as the "Coordinated Staff") working on the union's separate membership communications, which, under DC law, may be fully coordinated with a candidate, their campaign, or their agent. Each union employee leased by the Campaign received a written copy of their employing Union's firewall policy and signed

[14] *See* Exhibit 4 at 2.

[15] *See* Exhibit 4 at 8.

[16] *See* Exhibit 4 at 2.

[17] *See* Exhibit 4 at 2.

an acknowledgment and agreed to follow that policy. Each of the employee lease agreements between the Campaign and a union incorporated the applicable firewall policy's requirement that the employees leased by the Campaign not have any communications with the union's Independent Staff that may result in coordination of the Union's independent expenditures.[18]

4. Mr. Yalowitz Used His Personal Credit Card to Purchase Material for the Campaign for which the Campaign Properly Reimbursed Him.

Mr. Yalowitz made advance purchases of goods for the Campaign. "Categories of purchases include: (a) subscriptions that required a credit card to set up, such as Zoom, Action Network, Scale to Win, Reach, and Switchboard; (b) office utility payments to Pepco and Washington Gas; (c) meals for volunteers and campaign meetings; (d) tickets to a Pride event; (e) voter data from Target Smart; (f) hotel lodging; and (g) videography and photography services."[19] The Campaign provided Mr. Yalowitz's credit card statements to OCF as supporting documentation for those purchases as requested by an OCF Fair Elections Program auditor.[20] The Campaign, from its own account, reimbursed Mr. Yalowitz – and no other person – for the purchases and payments he made on behalf of the Campaign.

B. Procedural Background

1. OCF Notifies Petitioners that the Complaint Has Been Filed and an Investigation Opened.

At 6:31 p.m. on Friday, April 24, 2026, OCF General Counsel William SanFord sent an email to the Campaign with the subject line "Complaint and Request for an Investigation." The email message read:

"Good afternoon, Council Member Lewis-George,

---

[18] Had OCF conducted a proper investigation, or followed the regulatory procedures for its investigations, it would have learned, and the Campaign intends to show at a hearing before the Board, that the Campaign itself educated and provided guidelines to employees and volunteers on avoiding improper coordination, and that the unions trained employees on their firewall policies, each of which was adopted and put into effect before the applicable union began its work on any independent expenditure efforts.

[19] Responses of Adam Yalowitz to Written Questions from the Office of Campaign Finance in OCF FI 2026-007 (hereinafter "Yalowitz Responses"), at response to Q. 22.The Yalowitz Responses are included herewith as Exhibit 6.

[20] In its Order, OCF noted that the FEP auditor determined the support documentation for Mr. Yalowitz's reimbursements to be "insufficient to verify the expenditure" and that Mr. Yalowitz had "submitted a credit card statement bearing the name of another person." The Order failed to note that the additional information sought by the FEP auditor *was not due from the Campaign until after OCF issued the Orde*r. And, of course, the other person whose name was on Mr. Yalowitz's credit card statement was that of his spouse because they are joint holders of the credit card account.

“The Office of Campaign Finance has acknowledged receipt of the attached Complaint and Request for Investigations which was received on today’s date April 24, 2026.

“Accordingly, the Office of Campaign Finance (OCF) has commenced an investigation to determine whether any violations of the Campaign Finance Act have occurred.

“Pursuant to the receipt of the allegations, you may provide the responses you deem appropriate.

“However, as in all inquiries of this nature, the details of OCF’s activity regarding this matter will remain confidential until completion of the investigation.

“If you have any questions, please contact me via this email address or at (202) 671-0549. To avoid any misunderstanding, OCF request [sic] that you provide your response(s) to the allegations on or before Friday, May 1, 2026. Any responses you submit regarding this matter should include Docket Numbers OCF FI 2026- 007.

“Thank you for your cooperation.

“William O. SanFord

“General Counsel”[21]

This email is the first communication any of the Petitioners received from OCF about the Complaint. Mr. SanFord’s email did not state or otherwise provide notice that the Director of OCF had found reasonable cause to believe that a violation of the law had occurred, nor did not provide notification that a “full investigation” had commenced. It simply indicated that OCF had received the attached Complaint that day and had “accordingly” “commenced an investigation to determine whether any violations of the Campaign Finance Act have occurred.”

The copy of the verified “Complaint and Request for Investigation for Campaign Finance Violations” attached to Mr. SanFord’s email was dated April 21, 2026, and was submitted by Kevin Sobkoviak.[22] The Complaint asked OCF to investigate Councilmember Lewis George, the Campaign, Local 25, SEIU 32BJ “and/or” SADC for “engaging in concerted coordinated activity[.]” As stated above, the essence of the Complaint was that the Campaign, SADC and the three unions engaged in prohibited “coordination” that required SADC’s independent expenditures to be treated as prohibited in-kind contributions to the Campaign because: (a) the

[21] Mr. SanFord’s April 24, 2026 email is included herewith as Exhibit 3.

[22] *See* Exhibit 2 at 1.

Campaign leased employees of Local 25, UNITE HERE and SEIU 32BJ; (b) a different employee of Local 25, Benjy Cannon, provided services to SADC; (c) SEIU 32BJ's affiliated political committee, 32BJ United ADF, and Workers Vote, a federal political committee of Local 25's parent union, UNITE HERE, both contributed to SADC; and (d) Local 25 and SADC share an address. The Complaint also took issue with the manner in which the Campaign disclosed its employee lease payments to UNITE HERE, Local 25, and SEIU 32BJ and questioned whether Committee expenditures reported as reimbursement payments to Mr. Yalowitz were, in fact, reimbursement payments to him.[23]

2. The Campaign Submits Its Response to the Complaint

As requested, the Committee submitted a written response (the "Response") seven days later, on OCF's May 1, 2026, deadline. With respect to the Complaint's allegations of "coordinated collusion" among the Campaign, SADC and the unions, the Campaign explained that:

> "The Complaint contains no facts that support its claim that the Campaign engaged in 'coordination' with SADC, Local 25, or 32BJ within the meaning of DC Law. Rather the Complaint makes the faulty assumption that because the Campaign has leased employees from labor unions, the contributions from the unions' PACs to SADC (along with SADC's expenditures) must be coordinated with the Campaign. [Footnote in Response omitted.] In truth, neither the Campaign nor any Campaign Covered Person has had communications, engagement, or involvement whatsoever with SADC, and certainly has not 'explicitly or implicitly' directed, requested, or suggested any action or spending by SADC or any contributor (or prospective contributor) to SADC. Nor has the Campaign or a Campaign Covered Person cooperated, consulted, or worked in concert with, or otherwise been materially involved with SADC or its contributors. To be clear, no Campaign Covered Person has interacted in any way with SADC, Local 25, the IU, SEIU 32BJ, Workers Vote, 32BJ United ADF that could possibly result in SADC's expenditures, or the contributions to it, being 'coordinated' under the Act."[24]

The Campaign then refuted the flimsy bases for the Complaint's allegations:

[23] *See, generally,* Exhibit 2.

[24] See Exhibit 4 at 7.

(a) The fact that Local 25 and SADC may share an address does not in any way provide support for a claim of coordination by the Campaign. Neither the Campaign nor any of its employees (including those leased from the unions) share an address or office space with either Local 25 or SADC and they do not work from the offices of either.

(b) If Local 25 and SADC share staff between them, this does not in any way implicate the Campaign which does not share staff with either of them. As evidence of this, the Response noted that "[p]ursuant to its written agreements with the IU and Local 25, the leased employees work for the Campaign 'on a full-time basis' and they are 'instructed by and under the sole supervision of the Campaign, and not the Union' for the duration of the agreements. They are not shared employees."[25] The Campaign also noted that SADC was formed some seven weeks after Mr. Yalowitz, Ms. Gomez, and Ms. Williams left Local 25 and UNITE HERE to work for the Campaign, and the Workers Vote contribution to SADC was not made until months after they were hired by the Campaign and by which time they had long been subject to the UNITE HERE and Local 25 firewall policy.[26]

(c) The fact that Mr. Campos was an employee shared with SEIU 32BJ could not have caused the contribution from 32BJ United ADF to SADC to have been "coordinated" with the Campaign. The contribution from 32BJ United ADF was received by SADC on March 2, 2026, *more than two weeks before* Mr. Campos became an employee of the Campaign.[27]

As for the Complaint's allegations that the Campaign insufficiently or improperly reported its payments for the compensation of the leased employees, the Response noted that OCF already had copies of and was familiar with the employee lease agreements between the Campaign and the three unions, the Campaign believed the payments to the unions for employee costs had been properly reported, and the Campaign would make any corrections to that reporting that OCF deemed necessary.[28]

The Response also set out the Campaign's position that its reimbursements to Mr. Yalowitz for purchases he made on behalf of the Campaign were supported by

---

[25] Exhibit 4 at 7-8

[26] Exhibit 4 at n.7.

[27] Exhibit 4 at 8.

[28] Exhibit 4 at 4.

documentation provided to OCF, and were required by law, or would otherwise be considered excessive in-kind contributions.[29]

3. OCF Forwards to Petitioners a "Supplement" to the Complaint

On May 4, 2026, Mr. SanFord forwarded to the undersigned counsel an unsworn email, apparently from the original complainant, Mr. Sobkoviak, which Mr. SanFord styled a "Supplement to Docket Number OCF FI 2026-007" (the "Supplement").[30] Mr. SanFord did not request a response from the Campaign. The Supplement incorrectly alleged that the Campaign shared office space with SADC and Local 25. Mr. Sobkoviak summarized his supplemental allegations that required a finding of "coordination" among the Campaign, Local 25 and SADC as follows:

> "Local 25 and JLG share staff.
> Safe & Affordable DC and Local 25 share staff.
> JLG, Local 25 and Safe & Affordable DC seem to have shared the same offices.
> JLG, Local 25, and Safe & Affordable DC share a common objective.
>
> Are we to believe that the three parties didn't also share information and coordinate?"[31]

The Supplement also argued that because Local 25 leased its employees to the Campaign and that different Local 25 employees were apparently doing work for SADC, Local 25 was serving as a "staffing vendor" to both the Campaign and SADC, which, the Supplement argued, triggered a rebuttable presumption of coordination for the Campaign, SADC and Local 25.

4. OCF Sends "Questions for Witnesses"

OCF next communicated with the Campaign nearly three weeks after forwarding the Supplement. At 2:04 pm on May 22, 2026 – the Friday before the three-day Memorial Day weekend, Mr. SanFord sent (or attempted to send) a five-page document entitled "Questions for Witnesses" containing 66 questions (the "OCF Questions")[32] in a single email addressed to Mr. Yalowitz; Linda Martin, President of Local 25; Gwen Mills, President of UNITE HERE; and Melissa Amernick, SEIU 32BJ's Chief of Staff (whose

---

[29] Exhibit4at 5.

[30] *See* Exhibit 7

.

[31] Exhibit 7.

[32] The OCF Questions are included herewith as Exhibit 9.

email address was misspelled).[33] The entire text of Mr. SanFord's email message was "Please provide your responses to the attached questions by Tuesday, May 26, 2026."

At 2:38 pm on the same day, May 22, 2026, Julia Howell, the Campaign's treasurer, received a similar identical email from Mr. SanFord with the same attachment, and a message reading "Please provide your responses by Tuesday, May 26, 2026. Thank you."

After no apparent indication of urgency from OCF, Mr. SanFord was now requesting that each of the individuals who received the 66 "Questions for Witnesses" respond the next business day – a Tuesday after a three-day holiday weekend.

The selection of "witnesses" who received the questions was perplexing. Most of them seemed unlikely to have much, if any, information relevant to OCF's investigation. Of all the witnesses, only Mr. Yalowitz was mentioned in the Complaint. investigation.

On Wednesday, May 27, 2026, the undersigned counsel emailed Mr. SanFord to object to the unduly short deadline for the "witnesses" to prepare and submit responses to the OCF Questions. In the same email, the undersigned counsel also inquired as to whether the unsworn email "Supplement" that did not conform to the procedural requirements for Complaints under the Rules governing OCF investigations was, in fact, being treated by OCF as a valid complaint.

With respect to the deadline, Mr. SanFord responded that the short timeframe "was set because this matter is time sensitive and the short response period reflects OCF's effort to expedite the completion of the investigation."[34] Mr. SanFord extended the deadline for "witnesses" to provide answers to OCF's questions. Mr. Yalowitz's and Ms. Howell's answers were submitted to OCF on June 3, 2026.

In response to the inquiry regarding the Supplement, Mr. SanFord stated that OCF forwarded the Supplement "to provide you with an opportunity to respond to any additional allegations. Because the submission is identified as a Supplement to the original Complaint, it has become part of the record and therefore the Campaign should provide a response to it."[35] The Campaign provided OCF with its response to the Supplement (the "Supplemental Response") on June 3, 2026.

5. OCF Issues the Order, the First Notice to Petitioner that OCF's Investigation Had Been a "Full Investigation" and not a "Preliminary Investigation".

---

[33] *See* Exhibit 8

[34] *See* Exhibit 10.

[35] *See* Exhibit 10

At 5:50 pm on Friday June 12, 2026 – four days before the primary election – Mr. SanFord emailed to Order to Petitioners, their counsel, and counsel to SADC. The Order was the first notification received by Petitioners (and the undersigned counsel) that OCF's investigation was a full investigation and not, in fact, a preliminary investigation. *OCF never notified Petitioners that the Director had determined there was reasonable cause to believe Petitioners violated the law or that OCF had, in fact, commenced a full investigation, both of which must occur before OCF may begin a full investigation.*[36]

6. Petitioner Files a Motion for Reconsideration with OCF

On June 17, 2026, Petitioners filed with OCF a Motion for Reconsideration requesting that OCF vacate the Order as *ultra vires* and void. Petitioners argument in support of the Motion was that the Director's authority to impose penalties on Petitioners under 3 DCMR § 3711.1 is conditioned on a prior determination made pursuant to § 3704 or § 3709, neither of which was invoked; and (2) the mandatory prerequisite of a reasonable cause finding and notice of a full investigation under § 3704.1 was never satisfied. Because the Director did not make a reasonable cause determination and OCF did not provide the notice necessary to commence a full investigation, but did provide the notice required commence a preliminary investigation, its investigation was, in fact, a preliminary investigation. Further, the preliminary investigation expired as a matter of law when the Director failed to make a reasonable cause determination within 30 days of opening the preliminary investigation. Because there was no full investigation and no informal hearing, the Director could not invoke § 3704 or § 3709 as a basis for her authority to impose penalties on Petitioners.

Alternatively, the Petitioners requested that the Director modify the Order to reduce the penalties to conform to the Director's statutory authority to impose fines, which is capped at the *aggregate* of $4,000."[37]

7. OCF Denies Petitioners' Motion for Reconsideration

On June 23, 2026, OCF issued an Order On Motion for Reconsideration (the "Denial Order") denying Petitioners' Motion for Reconsideration. Its bases for doing so appear to be that OCF considers its notice of an investigation the same as providing notice of a full investigation. "When OCF notified the [Petitioners] of the original complaint and provided a copy on April 24, 2026,the [Petitioners] [were] advised that 'the complaint has been accepted and an Investigation has been opened… you may submit the responses you deem appropriate….'"[38] Additionally,

---

[36] 3 DCMR § 3704.1

[37] D.C. Official Code § 1-1163.35(a)(4) (emphasis added).

[38] Exhibit 13 at 5-6. The internal quotation from the Denial Order which purports to quote the April 24, 2026, notice provided to Petitioners is not the language used by Mr. SanFord in his April 24, 2026 email to Petitioners. *See* Exhibit 3.

OCF states that "[f]rom the beginning the investigation was identified as a Full Investigation. The FI in the Docket Number OCF FI 2026-007 denotes Full Investigation and clearly Identifies [sic] the category in which the Investigation has been assigned." Because a full investigation was conducted, the Director was within her authority impose administrative fines without conducting an informal hearing.

With respect to the aggregate maximum penalty amount of $4,000 permitted for administrative penalties imposed by the Director under DC Code § 1-1163.35(a)(4), OCF cites 3 DCMR § 3711.1's statement that "[e]ach allegation shall constitute a separate violation" as authority to exceed the $4,000 aggregate maximum amount of administrative penalties the Director may impose but does not attempt to explain how the regulation allows the Director to countermand the statute.

III. ARGUMENT

A. OCF Did Not Conduct a Fair and Professional Investigation

The procedures for conducting all investigations by the Director and her designees are set forth in Chapter 37 of Title 3 of the D.C. Municipal Regulations ("Chapter 37").[39] OCF is required to conduct investigations "fairly and professionally, and in a manner that protects the rights and reputations of public employees and officials."[40] OCF's performance of its duties in this matter fell woefully short of this standard. OCF's failure to comply with the procedures for its investigations set out in Chapter 37 prejudiced Petitioners. Further, the "investigation" conducted by OCF can barely be described as such. In addition to failing to undertake basic investigatory steps, its process was unnecessarily rushed. The result was publication – a mere *four days before the primary election* – of an Order rife with inaccuracies, mischaracterizations, plainly false statements, and lacking in factual evidence or legal analysis supporting OCF's conclusion that the Campaign and others engaged in unlawful coordination. The Order also included a surprise finding that the Campaign is prohibited from reimbursing staff who use their own funds to make purchases on behalf of the Campaign, which contradicts the regulations on making and reporting reimbursements, which the Order failed to even reference.

1. OCF Prejudiced Petitioners by Failing to Conduct the Investigation in Accordance with the Basic Requirements Set Out in Chapter 37.

OCF investigations fall into three categories – internal inquiry, preliminary investigation, or full investigation, and must be identified as such.[41] The filing of a complaint, like that filed in

---

[39] 3 DCMR 3700.1.

[40] 3 DCMR 3700.2.

[41] 3 DCMR § 3700.3.

this matter, may trigger a preliminary investigation.[42] "A preliminary investigation conducted by OCF shall be strictly investigatory, non-adversarial, and non-adjudicatory."[43] OCF must provide notice to a respondent within 10 days of opening a preliminary investigation.[44] Notice to the respondent "shall consist of" a copy of the complaint, "explanation of the existence of the investigation and the general nature of the alleged violation" and the offer of an opportunity to respond to the allegations.[45] Within 30 days of initiating a preliminary investigation, the Director must determine whether a full investigation is necessary based on a finding that there is reasonable cause to believe that a violation has occurred.[46]

In his April 24, 2026 notice to Petitioners that a complaint had been filed and an investigation open, Mr. SanFord included a copy of the Complaint, stated:

> "The Office of Campaign Finance has acknowledged receipt of the attached Complaint and Request for Investigations which was received on today's date April 24, 2026.
>
> "Accordingly, the Office of Campaign Finance (OCF) has commenced an investigation to determine whether any violations of the Campaign Finance Act have occurred.
>
> "Pursuant to the receipt of the allegations, you may provide the responses you deem appropriate.
>
> …."

Although his email did not include an "explanation … of the general nature of the alleged violation," it otherwise conformed to Chapter 37's requirements for providing notice of a preliminary investigation. *Importantly, his notice stated that the investigation had commenced "to determine whether any violations of the Campaign Finance Act have occurred."*

While a preliminary investigation may be triggered by the filing of a Complaint, a full investigation may not. *Chapter 37 permits OCF to commence a full investigation only when two conditions are satisfied: the Director has made a finding of reasonable cause and OCF has notified the respondent of the full investigation.*[47] These are conjunctive, mandatory

---

[42] 3 DCMR § 3702(b).

[43] 3 DCMR § 3703.3.

[44] 3 DCMR § 3703.5.

[45] 3 DCMR§ 3703.6

[46] 3 DCMR §§ 3703.1, .4.

[47] 3 DCMR § 3704.1.

prerequisites: both must be satisfied before a full investigation can begin, and both must be satisfied before the Director can exercise the administrative penalty authority that § 3711.1 conditions on a § 3704 determination. Neither was satisfied here. *The Director made no finding of reasonable cause, and the respondents received no notice that a full investigation had commenced.*

To reiterate, the notice Mr. SanFord sent to Petitioners on April 24, 2026, complied with Chapter 37's notice content requirements for an OCF preliminary investigation. It did not, however, comply with the notice content requirements for a full investigation because Mr. SanFord's email neither stated that the Director or OCF had, in fact, already determined there was reasonable cause to believe that violations of the Campaign Finance Act had occurred nor advised Petitioners that the investigation was a "full investigation."

Nor could the investigation that commenced on April 24, 2026, have been a full investigation. In order to reach a probable cause determination necessary for opening a full investigation OCF must first conduct a preliminary investigation. Chapter 37 gives the Director 30 days from the date OCF initiates a preliminary investigation to determine whether a full investigation is necessary based on a finding that there is reasonable cause to believe that a violation has occurred.[48] *Therefore, the investigation OCF commenced on April 24, 2026 – the same date it received the Complaint – could only have been a "strictly investigatory, non-adversarial, and non-adjudicatory" preliminary investigation.*[49]

In the Denial Order, OCF responds to Petitioners' protest that OCF did not comply with Chapter 37's procedural requirements, specifically the requirement that OCF commence a full investigation only after the Director makes a reasonable cause determination and OCF notifies respondents that a full investigation has been opened, by – incredibly – asserting that Petitioners should have known that the investigation was a full investigation because OCF had used the letters "FI" when it assigned a docket number to the Complaint. Surely, OCF's internal docketing conventions cannot be an adequate substitute for due process and procedural regularity.

Administrative agencies must abide by their own rules and regulations, and failure to do so warrants reversal where the non-governmental party has been prejudiced by the agency's action. *See Braddock v. Smith*, 711 A.2d 835,840 (1998). In *Babazadeh v. District of Columbia Hackers' License Appeal Bd.*, 390 A.2d 1004, 1009 (1978), the court vacated a suspension order because the agency failed to follow its own procedural regulations, grounding the decision in both the DCAPA's requirements of notice and an opportunity to confront adverse witnesses and the agency's own regulations.

---

[48] 3 DCMR §§ 3703.1, .4.

[49] 3 DCMR § 3703.3.

The prejudice to Petitioners here is manifest and direct. The reasonable cause finding and notice requirements of § 3704.1 are not mere formalities. They serve the critical function of informing the respondent that the investigation has escalated to a stage where penalties may result, triggering the respondent's right to respond to allegations, to submit evidence, and to fully participate in the process before a determination is made, penalties imposed and the resulting order becomes public. Without the proper notice the Campaign reasonably believed that OCF's investigation remained preliminary, "non-adversarial, and non-adjudicatory."[50] One can hardly fault Petitioners for conducting themselves as if OCF was following its mandatory procedures which require the Director to first reach a reasonable cause determination through a preliminary investigation before opening a full investigation. By skipping these steps entirely, OCF deprived the Campaign of the opportunity to adequately contest the factual basis for the investigation (*i.e.*, those provisions of law as to which the Director made a reasonable cause determination), to produce exculpatory evidence as to the precise subject of OCF's investigative focus, to produce witness statements, and to demonstrate that the Campaign did not violate the law. This is precisely the kind of prejudice that *Babazadeh* and *Robinson* recognize as warranting reversal.

And, to the extent that the investigation in this matter can be considered a preliminary investigation, it terminated by operation of 3 DCMR§ 3703.4, on May 25, 2026, when the Director did not make a reasonable cause determination within 30 days of the filing of the complaint that initiated the preliminary investigation.[51] Without a pending investigation – that is, *without jurisdiction over the matter* – there was no basis in law for the Director to issue the Order or impose fines.

2. OCF's Investigation Was Cursory and Inadequate.

DC law demands that OCF conduct its investigations "fairly and professionally, and in a manner that protects the rights and reputations of public employees and officials."[52] OCF's investigation did not meet this demand. With all respect due to OCF, the "investigation" it conducted can barely be described as such. As best as can be divined from OCF's Order, its inquiry consisted only of: (a) reviewing the Complaint and the unsworn Supplement; (b) reviewing the written responses to the complaint submitted by Petitioners and SADC; (c) reviewing financial reports and information from Petitioners and SADC already on file with OCF; and (d) reviewing responses from three "witnesses" to the OCF Questions.

[50] 3 DCMR § 3703.3.

[51] Yet, according to the Order, this fatal procedural defect was brought to OCF's attention by counsel for SADC. Exhibit 1 at 18-19. Inexplicably, the Order does not contain any analysis, findings of fact, or conclusions of law that relate to this issue. OCF's implicit determination to simply ignore the issue is neither fair nor professional.

[52] 3 DCMR § 3700.2.

The primary allegation in the complaint was that independent expenditures made by SADC were coordinated with the Campaign and, therefore, resulted in impermissible in-kind contributions. Certainly, the Petitioners' and SADC's written responses were relevant, as they pointed out factual errors made in the Complaint and set out Petitioners' and SADC's legal positions as to why there was no coordination.

Financial reports and records already filed with OCF by the Campaign and SADC could not have disclosed any information relevant to the complaint of coordination other than the fact that the Campaign and did not use the same professional services vendors, which weighs against any finding of coordination.

In its Order, OCF lists 13 relevant witnesses to whom it sent questions "on or about May 22, 2026."[53] In fact, it appears that OCF only contacted five of the listed individuals.[54] Three witnesses in this matter, Mr. Yalowitz and Ms. Howell from the Campaign and Kelsey Garnatz, SADC's treasurer, provided responses to the questions. Of those three witnesses, only one, Adam Yalowitz, had any information relevant to whether the Campaign could have coordinated with SADC on its expenditures. The information he provided in response to OCF questions could not reasonably have been construed to support a finding of coordination between the Campaign and SADC,[55] but that appears to have been disregarded by OCF.

OCF did not contact the other eight "relevant witnesses" on its list, even though throughout its order, it falsely stated that OCF had "posited" all of those individuals with questions. In fact, the Order includes statement that OCF asked some of those eight witnesses very specific questions when the truth is that OCF never contacted them, and apparently never attempted to do so. Nor did it follow up with "relevant witnesses" to whom it sent (or tried to send) questions but who did not respond. It did not request interviews with witnesses or make document requests. It did not even ask follow-up questions of the three witnesses who did respond to its questions. Most importantly, it did not include on its list of "relevant individuals" any SADC staff involved in the creation, production, or distribution of its expenditures, or who had strategic input into or decision-making authority with respect to SADC's activities to find out whether they had received requests or suggestions from the Campaign, or if the Campaign had provided them with material information about the Campaign's plans, projects, needs, or strategies, or to ask if the Campaign had solicited contributions to SADC. *That is, OCF did not seek any information from the individuals with the most important information as to whether any coordination between the Campaign and SADC could have occurred.*

---

[53] Exhibit 1 at 9-10.

[54] OCF General Counsel, William O. SanFord, evidently intended to contact a sixth (6th) individual, Melissa Amernick, Chief of Staff at SEIU 32BJ, in his May 22, 2026 email conveying "Questions for Union Witnesses" but misspelled her name in her email address.

[55] *See* Exhibit 6 at responses to Q. 24 – 25.

In finding that SADC and the Campaign engaged in coordination, OCF did not make any findings of fact as to specifically which SADC expenditures were coordinated. Nor did it make a finding of fact as to the "conduct" standard and the "content" standard that were met and resulted in SADC's expenditures being coordinated.[56] It did not do so, because it did not actually investigate those issues. As far as Petitioners are aware, OCF did not even request copies of the SADC communications the expenditures for which OCF determined were coordinated. So, even if OCF had found that information from the Campaign had been conveyed to SADC, it could not know whether such information was even relevant to any such expenditure, much less material to it.

With respect to the unions' firewall policies, OCF could have sought interviews with UNITE HERE, Local 25 and SEIU 32BJ employees about the implementation and operation of their firewall policy to determine if the two unions conducted trainings on the policy, how staff files, documents, and workspace locations were handled within the unions, and whether the unions had a process for addressing potential breaches. OCF did not do so.

OCF could have submitted questions to, requested interviews with, or otherwise sought information from Campaign staff, including the Campaign employees leased from unions about their contacts with SADC, whether they interacted with union Coordinated Staff, and if so, to what extent. OCF could have asked specific questions designed to elicit relevant information about conduct that may result in coordination under DC law. It simply chose not to do so.

OCF could have requested copies of communications between Campaign staff and any persons providing services to SADC, or between Campaign staff and individuals assigned to the "independent side" of the unions' firewalls, but it did not.

The questions it did send to "witnesses" were evidently not tailored to any particular witness. The OCF Questions appeared disorganized and included typos, partial sentences, and even OCF's own internal notes. Some of the questions were confusing; others ambiguous, and still others were irrelevant to the investigation at hand. With respect to OCF's selection of Ms. Howell as recipient of the questions, it is difficult to understand what information OCF expected her to have that would advance their investigation. The Campaign submits that OCF's focus would have been better directed to Campaign personnel privy to the Campaign's strategic decision-making and/or non-public information about its plans, projects, activities or needs, or with access to information that could be material to SADC expenditures if even conveyed to SADC. But, OCF chose to conduct its investigation differently.

If OCF had conducted a more thorough and professional investigation, it would have provided Petitioners with an opportunity to demonstrate that no coordination had occurred. For example, Campaign staff could have provided OCF with information about the Campaign's

---

[56] See 3 DCMR §§ 3 DCMR 9900 (definitions of "coordinate or coordination" and "coordinated expenditures), and 4209.8, 9

guidance for staff on avoiding coordination. It could have submitted detailed affidavits from Campaign staff on any possible interactions that could have occurred with SADC or the unions, including how Campaign staff permissibly interacted with union Coordinated Staff. The Campaign could also have offered for staff to sit for interviews or depositions so that OCF could probe whether they had engaged in any conduct necessary to reach a finding of coordination under DC law. If OCF had complied with the procedural requirements of Chapter 37 and had conducted a fair and professional full investigation, the Campaign would have vigorously defended itself by every means available.

If OCF knew that it was conducting a full investigation, which may last for up to 90 days, rather than a preliminary investigation that may only last 30 days, it is unclear why OCF felt it necessary to, as Mr. SanFord wrote to undersigned counsel "expedite the completion of the investigation"[57] and issue the Order. By doing so and issuing the Order *a mere four days before election day in a heated primary campaign*, OCF gives the impression that its rush to wrap up the investigation and issue the Order was designed to impact the primary election.

Petitioners submit that investigation conducted by OCF in this case was not fair and professional, but rather unnecessarily rushed and inadequate, to the detriment of Petitioners.

B. The Order is Factually and Legally Erroneous

The Order issued in this matter contains numerous factual inaccuracies, mischaracterizations, and plainly false statements. It assumes "facts" not in evidence, or just creates them out of whole cloth.

1. OCF's False Statements about Its Communications with Witnesses

On page 9 of the Order, OCF lists 13 individuals it identified as "relevant witnesses to this matter" and who "were posited with questions" OCF's Office of General Counsel.[58] The Order goes on to state that "[w]ritten inquiries were transmitted to all witnesses, including union employees 'leased' to the campaign staff, and representatives of UNITE HERE International Union, UNITE HERE Local 25, SEIU Local 32BJ, and [SADC]." As explained above, this is simply untrue. Of the 13 "relevant witnesses," OCF only attempted to contact six of them, but misspelled one of their email addresses and therefore only contacted five of them.

Of those five, three – Mr. Yalowitz, Ms. Howell, and Ms. Garnatz - submitted responses to the OCF Questions.

> The Order states that "Adam Yalowitz, Amanda Gomez, and Kimmon Williams were specifically asked whether they engaged in any work for the Campaign prior to the date of any written agreement …. Each such witness was further asked when and with whom

---

[57] *See* Exhibit 10.

[58] Exhibit 1 at 9.

discussions regarding the firewall began, and the role and title of the person with whom those discussions occurred."[59] On page 13, the Order says "[e]ach witness whose Campaign service predated the execution of any written agreement — specifically Adam Yalowitz, Amanda Gomez, and Kimmon Williams — was asked what, if any, governing firewall policy applied to his or her conduct during that pre-agreement period."[60]

Ms. Gomez and Ms. Williams never received the OCF Questions, apparently were never contacted by OCF, and were therefore never "specifically asked" anything by OCF.

With respect to Mr. Campos who was never contacted by OCF during the course of its investigation, the Order states: "Ricardo Campos was specifically asked what percentage of his employment was devoted to the Campaign versus the union — with particular reference to the 80%/20% split reflected in his [sic] agreement with SEIU Local 32BJ — and what duties he continued to perform for the union during his Campaign work period."[61]

The Order includes multiple similar statements about "each witness," giving the impression that OCF did more than attempt to email five people in the course of its investigation.[62] But the implication that all 13 witnesses were contacted and asked questions is untrue.

2. OCF's Mischaracterizations of Petitioners' Statements and Positions

In the Order's Finding of Facts, OCF mischaracterizes Petitioners' Response to the Complaint. *First*, the Order states that "the Campaign admits it did not review, verify, or evaluate the Union's firewall. It merely "ascertained" that a firewall existed."[63] Along the same lines, in the Order's Conclusions of Law, OCF states that

> The Campaign's admissions confirm the firewall was not preexisting or verified. The Campaign admits it never reviewed the firewall and merely "ascertained" its existence. This is legally insufficient under [Federal Election Commission Advisory Opinion 2011-12]. The Campaign admits the firewall requirements were incorporated into the lease agreements, proving the firewall was not preexisting, violating Shays [sic]. The

---

[59] Exhibit 1 at11.

[60] Exhibit 1 at 13. This statement also includes facts not in evidence; although Mr. Yalowitz, in his answers to the OCF Questions states that he volunteered during November 2025 to assist with the Campaign set-up, there is no evidence in the record that either Ms. Gomez or Ms. Williams was provided services to the Campaign before their employment start date of December 1, 2025.

[61] Exhibit 1 at 11.

[62] Exhibit 1 at 11-13.

[63] Exhibit 1 at 31.

> Campaign admits leased employees remained union employees with long standing political roles, defeating any claim of functional separation under Pruitt Health, Halperin, and SSC Mystic [sic].[64]

This is an egregious misstatement of Petitioners' Response. Petitioners made no such "admission." Rather, Petitioners stated:

> The employee leasing arrangements were structured to avoid coordination. At the time the Campaign entered into the employee leasing agreements with each of the union employers, the Campaign ascertained that the applicable union had an internal "firewall" policy in effect prohibiting Campaign-leased employees from communicating with union individuals assigned to the "independent" side of the union's firewall for the DC elections. The agreement between the Campaign and each union incorporates the requirement that Campaign-leased employees not have any election-related contact with union staff assigned to the "independent" side of the union's firewall.[65]

There is no good faith basis for OCF to conclude that Petitioners' use of the word "ascertained" here means that the Campaign "did not review, verify, or evaluate the Union's firewall." In fact, in context, it suggests otherwise, giving the impression that OCF's mischaracterization was purposeful.

Second, the Order claims "[t]he Campaign acknowledges that leased employees remained full-time employees of their unions"[66] and that "the Campaign admits leased employees remained union employees with long standing political roles…."[67] This is simply false; Petitioners neither acknowledged nor admitted anything of the kind. To the contrary, in its Response, the Petitioners stated:

> The Campaign itself does not share staff with SADC or Local 25. Pursuant to its written agreements with the IU and Local 25, the leased employees work for the Campaign "on a full-time basis" and they are "instructed by and under the sole supervision of the Campaign, and not the Union" for the duration of the agreements. They are not shared employees.[68]

---

[64] Exhibit 1 at 35.

[65] Exhibit 4 at 2.

[66] Exhibit 1at 31.

[67] Exhibit 1 at 35.

[68] Exhibit 4 at 8.

Moreover, Petitioners' Supplemental Response describes the leased employees as "individuals who are currently unaffiliated with Local 25."[69] Again, by so severely misstating Petitioners' positions, OCF gives the appearance that it is intentionally doing so.

3. OCF's Fabrication of "Facts"

In multiple instances throughout the Order, OCF makes factual statements about evidence that simply does not exist. A few notable examples follow:

- *OCF statement*: "The UNITE HERE firewall contains no training requirements, no monitoring, no audits, no staff certifications, no breach procedures for Union staff, and no timestamped implementation evidence. The firewall allows senior officials to supervise both independent and coordinated operations and allows Supporting Staff to work for both sides without structural safeguards. The firewall contains no physical or digital separation requirements, including no separate offices, servers, email systems, Slack channels, databases, or password-protected access."[70]

  Fact: OCF has no idea how the UNITE HERE firewall is implemented, maintained, monitored or enforced because it never sought such information from UNITE HERE or Local 25. On its face, though, the firewall policy does not permit senior officials to supervise both independent and coordinated operations.

- *OCF Statement: "*The Campaign admits that Yalowitz has "long been detailed to work for Local 25," confirming he had long-standing access to union political strategy and nonpublic information. The Campaign admits leased employees remained on union payrolls and retained union benefits, confirming they remained embedded in union structures."[71]

  Fact: There is simply no evidence that during his employment with the Campaign Mr. Yalowitz maintained "access to union political strategy and nonpublic information" or to what extent leased employees "remained embedded in union structures." OCF never investigated this, by, for example, asking Mr. Yalowitz or lease employees questions about what information

[69] Supplemental Response at 3.
[70] Order at 30-31.
[71] Order at 31.

they had access to or to what extent they "remained embedded in union structures."[72] OCF simply assumes these facts.

- *OCF Statement:* "Yalowitz's statement that he communicated only with volunteers or coordinated staff is unsupported by structural evidence and cannot rebut the presumption. The firewall states it 'will be in place through June 16, 2026,' but contains no evidence of adoption date, training date, staff assignment date, or implementation date."[73]

  Fact: Mr. Yalowitz's statement is the only actual evidence in the above statement that generated by OCF's investigation. His statement was contained in his answers to the OCF Questions in which he responded to questions about his contact with union-affiliated individuals. Nonetheless, OCF has decided to counter that evidence with its own unsupported assumptions about the firewall policy that it never requested from Local 25, UNITE HERE, Mr. Yalowitz or other union employees.

- *OCF Statement: "*However, Campos was a long-term SEIU 32BJ employee; retained access to union structures; was seconded to the Campaign; remained on union payroll, and maintained ties to union leadership. These facts confirm that Campos, like Yalowitz, could not be 'walled off' by a paper firewall."[74]

  Fact: Based on OCF's summary of the information it reviewed, OCF has never received or reviewed SEIU 32BJ's Firewall Policy and therefore has no idea what is, or isn't required of Mr. Campos under it. (It is unclear what OCF believes the significance of this invented information is. How could Mr. Campos's relationship with SEIU 32BJ cause SADC's expenditures to be coordinated with the Campaign, particularly in light of the fact that SEIU 32BJ's PAC made one contribution to SADC and that occurred more than two weeks before Mr. Campos was leased to the Campaign.)

The fabrication of facts or evidence that its investigation did not produce in order to support its conclusion that Petitioners and others violated the law is extremely problematic. Petitioners respectfully submit that this conduct warrants further scrutiny by the Board.

---

[72] In any event, it is unclear how Mr. Yalowitz's access to the union's political strategy or nonpublic information or being "embedded in union structures" could result in SADC receiving the Campaign's nonpublic information or strategy, which is necessary to result in unlawful "coordination" as a matter of law.

[73] Exhibit 1 at 31.

[74] Exhibit 1 at 31.

4. The Order Provides No Legal Analysis Supporting Its Conclusions that Petitioners Engaged in Coordination.

The definition of "coordination" enacted by the DC Council is broad but precise. "'Coordinate' or 'coordination' means to take an action, including making a contribution or an expenditure"

(i) At the explicit or implicit direction, request, or suggestion of a public official, a political committee affiliated with a public official, or an agent of a public official or a political committee affiliated with a public official; or

(ii) In cooperation, consultation, or concert with, or with other material involvement of a public official, a political committee affiliated with a public official, or an agent of a public official or a political committee affiliated with a public official.[75]

Nowhere in the Order does OCF apply the this definition to the facts in this case. OCF does not show that SADC (or any of the unions) made any expenditures (much less any *specific* expenditure) at the direction, request or suggestion of Councilmember Lewis George, Janeese for DC, or an agent of either (hereinafter referred to collectively as "Covered Persons"). Nor does the Order include any information indicating that SADC (or any of the unions) made any expenditure in cooperation, consultation, or concert with, or with the material involvement of one or more Covered Persons. There is simply a failure of OCF to apply the law to the facts in this case.

With respect to Fair Elections candidates like Councilmember Lewis George, there are a number of factors that OCF may look to in considering whether an expenditure is independent or coordinated. These are set forth a 3 DCMR § 4209.8:

(a) Whether the person or entity making the expenditure is also a current or former agent of a candidate;

(b) Whether any person authorized to accept receipts or make expenditures for the person or entity making the expenditure is also a current or former agent of a candidate;

(c) Whether a candidate has authorized, requested, suggested, fostered, or otherwise cooperated in any way in the formation or operation of the person or entity making the expenditure;

(d) Whether the person or entity making the expenditure has been established, financed, maintained, or controlled a political committee authorized by the candidate;

(e) Whether the candidate shares or rents space for a campaign-related purpose with or from the person or entity making the expenditure;

[75] D.C. Code § 1-1161.01(10B)(A).

(f) Whether the candidate has solicited or collected funds on behalf of the person or entity making the expenditure, during the same election cycle in which the expenditure is made;
(g) Whether the candidate, or any public or private office held or entity controlled by the candidate, including any governmental agency, division, or office, has retained the professional services of the person making the expenditure, or a principal member or managerial employee of the entity making the expenditure, during the same election cycle in which the expenditure is made; and
(h) Whether the candidate and the person or entity making the expenditure have each consulted or otherwise been in communication with the same third party or parties, if the candidate knew or should have known that the candidate's communication or relationship to the third party or parties would inform or result in expenditures to benefit the candidate.

The regulations governing Fair Elections candidates also sets forth a number of circumstances under which there is a rebuttable presumption that a contribution or expenditure is coordinated with a Covered Person. These are:

(a) The contribution or expenditure is made based on information that the candidate, agent, or principal campaign committee of the candidate, provided to the particular person making the contribution or expenditure about its needs or plans, including information about campaign messaging or planned expenditures;
(b) The person making the contribution or expenditure retains the professional services of a person who also provides the candidate, agent, or principal campaign committee of the candidate, with professional services related to campaign or fundraising strategy;
(c) The person making the contribution or expenditure is a political committee, political action committee, or independent expenditure committee that was established or is or was staffed in a leadership role by an individual who works or previously worked in a senior position or in an advisory capacity or;
(d) Who is a member of the candidate's immediate family or;
(e) The contribution or expenditure is made for the purpose of financing, directly or indirectly, the election of a candidate or a political committee affiliated with that candidate, and that candidate has fundraised for the person making the expenditure.[76]

[76] 3 DCMR § 4209.9.

Although the Order sets out all of these factors, it reveals no effort by OCF to assess the conduct of any Campaign Covered Person in light of these factors. Instead, of applying the facts to the law, OCF makes the following conclusory statements:

> Based upon a thorough review of the Complaint, Supplemental Complaint, responses to the Complaint, responses to questions from the OCF, audit records and supporting documentation, the OGC reached a determination, that there was coordination between the Campaign, the unions UNITE HERE International Union, (IU), UNITE HERE Local 25, SEIU Local 32BJ, Workers Vote (an independent expenditure PAC affiliate of UNITE HERE) and S&A DC, an independent expenditure committee.
>
> 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, UNITE HERE IU, UNITE HERE Local 25, SEIU Local 32BJ, Workers Vote and S&A DC, an independent expenditure committee engaged in coordination, as defined under the statute.
>
> Moreover, based upon the vast accumulation of circumstantial evidence, the Campaign, UNITE HERE IU, UNITE HERE Local 25, SEUI Local 32BJ, Workers Vote and S& A DC, an independent expenditure committee, cannot sustain its burden to rebut the presumption of coordination through evidence proffered in the form of an undated, unsigned firewall policy established in a document entitled "UNITE HERE, Local 25, and Local 23 "Firewall" Policy for 2026 District of Columbia". [77]

Again – *without actually applying the factors to the facts at issue*– OCF simply concludes:

> In the facts at hand, a presumption of coordination can be established, in light of the fact that there are five (5) Agreements, for "leased" full time employees, Adam Yalowitz, Amanda Gomez, Kinnon Williams, Robert Wohl, and one less than full time employee, Ricardo Campos. These full-time employees and a part time employee are on the payroll of the unions UNITE HERE IU, UNITE HERE Local 25, and SEIU Local 32BJ. The five (5) individuals with Agreements are "leased" by their respective union to work for the Campaign. Pursuant to the terms of the Agreement, the Campaign is responsible for the reimbursement of their salaries, to the respective union. The five (5) Agreements are not signed by the "leased" employee, and undated and unsigned the Firewall Policy of UNITE HERE is lacking.[78]

---

[77] Exhibit 1at 33-34.

[78] Exhibit 1 at 34.

Without even attempting meet its own burden of proof (or the correct burden of proof[79]), OCF relies on its summary conclusion that there is a presumption of coordination that Petitioners are obligated to rebut "by produc[ing] affirmative, credible, and contemporaneous evidence demonstrating that the expenditure was made independently, without the involvement, knowledge, or influence of the candidate or any agent of the candidate."[80] Unfortunately for Petitioners, they were aware of neither that OCF had concluded that coordination was presumed, or that rebutting the presumption required them to meet a standard not set out in DC law until OCF had issued its Order and had apparently decided *as a matter of law* that "it defies logic and credulity that the presumption of coordination *can be* successfully rebutted."[81]

In a slight of hand, OCF devotes more than two pages to discussing the adequacy of the UNITE HERE and Local 25 firewall policy despite the fact that DC law does not require any firewall policy and does not set forth minimum standards a firewall policy must meet in order to be effective as a matter of law. It does so despite the fact that it never actually investigated how UNITE HERE or Local 25 implements, administers, maintains, or enforces the firewall policy, nor whether the unions' employees are trained on the policy or how the employees themselves in light of the policy.

The questions that OCF never answers are: (i) were any SADC expenditures coordinated with the Campaign, (ii) if so, which expenditures, and (iii) what conduct by the Campaign resulted in that coordination. Because OCF cannot show how particular expenditures were coordinated with the Campaign, there is simply no legal basis for the Order's conclusion that the Campaign, SADC and the unions engaged in unlawful coordination.

---

[79] The Order does not clearly state the burden of proof according to which OCF decided factual issues. Instead, in its Conclusions of Law—but without citation to authority—OCF based its presumption of coordination on "a preponderance of the evidence and the totality of the circumstances" and, in the following paragraph, "the vast accumulation of circumstantial evidence." Exhibit 1 at 34. Then OCF—again citing no authority—appeared to impose on the Campaign a higher burden of rebutting the presumption by "affirmative, credible, and contemporaneous evidence." Order at 34. The Campaign does not understand the Order to be based on a consistent or legally correct burden of proof. In contrast, in proceedings before the Board, "the Office of Campaign Finance has the burden of proving a violation with reliable, probative and substantial evidence." 3 DCMR 423.5; see also In Re *Elissa for DC*, No. 22-028b (D.C. Board of Elections, Feb. 7, 2023), at 8 (Order denying OCF's motion for reconsideration because OCF had made "meritless" arguments about the burden of proof). And, even when a rebuttable presumption exists under the law, that presumption does not shift the burden of *proof* from the government to the respondent. It merely shifts the burden of *production* on that issue. The burden of proof remains with the government. *See Green v. DC Dept. of Empl. Svcs.,* 499 A.2d 870,874 (1985).

[80] Exhibit 1. It is unclear where this standard for rebutting the presumption originates from. It is not set forth in the DC Campaign Finance Act, the regulations implementing in, and there is no apparent justification for its use in this instance.

[81] Exhibit 1 (emphasis added).

5. The Order's Determination that the Campaign's Reimbursement of Staff for Purchases Made on Behalf of the Campaign Is Contrary to Law.

In what appears to be a novel interpretation of the Campaign Finance Act, OCF concludes that the Campaign violated the law when it reimbursed Mr. Yalowitz and another Campaign staffer, Samantha Miller, for purchasing they made on behalf of the Committee using their own funds.[82] OCF's conclusion that such reimbursements are impermissible appears to emanate from the Campaign Finance Act's requirement that when a committee like the Campaign spends funds, it must do so "by check drawn payable to the person to whom the expenditure is being made on that account or accounts" except for petty cash expenditures of up to $50 for a single transaction.[83] OCF interprets this to mean when campaign staff make purchases from their own funds on behalf of the campaign, they have violated the law because such "expenditures" must be made by check drawn on the campaign's account, or using up to $50 in petty cash.[84] Because the "violation occur[s] at the moment the expenditure [is] made through a personal credit card rather than by … [a campaign's] debit card or check drawn from the [c]ampaign's designated depository account" the campaign cannot cure the violation by reimbursing the employee.[85]

However, the regulations implementing the Campaign Finance Act clearly contradict OCF's interpretation. Pursuant to the regulations, campaigns may reimburse a candidate or campaign staff who use their own funds to make campaign-related payments for expenses such as travel and necessary accommodations; professional services; purchase or lease of personal property or a vehicle in the campaign's name; or a candidate's child-care expenses.[86]

The regulations governing reporting by Fair Elections candidates require campaigns to itemize in their disclosure statements:

> (a) The name and address of each person, including the candidate who has made purchases on behalf of the committee during the reporting period with the expectation of being reimbursed by the committee; [and]
>
> …
>
> (f) The name of each person, including the candidate, whom the committee reimbursed for purchases made on behalf of the committee

[82] Order at 36-37.

[83] Exhibit 1 at 36-37,*citing* DC Code §§ 1-1163.07, 1-1163.12, and 1-1163.08(b).

[84] Exhibit 1 at 37.

[85] Exhibit 1 at 37.

[86] 3 DCMR § 3013.2.

> during the reporting period, each purchase being reimbursed, and the amount and form of each reimbursement[.][87]

Because the regulations both explicitly permit campaigns to reimburse staff who use their own funds to make purchases on behalf of the campaign and detail how such purchases and reimbursements are to be reported, OCF's conclusion that such purchases and reimbursements violated the law is clearly erroneous as a matter of law and should be reversed.

Petitioners note that, had OCF followed the prescribed procedures for conducting its investigations, Petitioners would have received notice that OCF's preliminary investigation had led the Director to determine the Campaign had violated the law by reimbursing staff for using their own funds to make purchases for the Campaign. Petitioners would have been able to refute the determination before an Order was issued to that effect and penalties imposed.

* * *

For the reasons set forth above, Petitioners respectfully request that the Board review and vacate the Order.

Respectfully submitted,

Jessica Robinson
1666 Connecticut Ave. NW
Suite 550
Washington, DC 20009
(202) 839-4352
jrobinson@tristerross.com

Counsel to Petitioners Councilmember Janeese Lewis George, Janeese for DC, and Julia Howell Barros

[87] 3 DCMR § 4213.7.

CERTIFICATE OF SERVICE

This is to certify that I have served a true copy of the foregoing Request for Hearing De Novo on Board of Elections General Counsel Terri Stroud by email at tstroud@dcboe.org, OCF Director Cecily E. Collier-Montgomery by email at cecily.collier-montgomery@dc.gov, and OCF General Counsel William O. SanFord by email at william.sanford@dc.gov on this the 9th day of July, 2026.

By: ______________________

Jessica Robinson
1666 Connecticut Ave. NW
Suite 550
Washington, DC 20009
(202) 839-4352
jrobinson@tristerross.com

Counsel to Petitioners Councilmember Janeese Lewis George, Janeese for DC, and Julia Howell Barros

Exhibit 1

BEFORE THE OFFICE OF CAMPAIGN FINANCE
DISTRICT OF COLUMBIA BOARD OF ELECTIONS
1015 Half Street, S.E., Suite 775
WASHINGTON, D.C. 20003
Telephone: (202) 671-0547

	)	
	)	June 12, 2026
In Re: Janeese for DC	)	
	)	Docket No. OCF FI 2026-007
	)	

ORDER

Introduction

This matter came before the Office of Campaign Finance ("OCF") Office of the General Counsel ("OGC"), following a complaint filed by Mr. Kevin Sobkoviak, on or about April 21, 2026, ("Complaint") against the Janeese for DC campaign, a Fair Elections Committee (Campaign), under the Fair Election Program ("FEP"), alleging irregularities and violations of campaign finance laws.

Allegations

On or about April 21, 2026, the Complaint was filed with OCF, by Kevin Sobkoviak claiming the following ten (10) allegations:

Allegation No. 1 - January 31st and March 10th, 2026 - Report of Receipts and Expenditures

a) In the Campaign's January 31 campaign finance report and initial March 10 report, the names, addresses and roles of individuals, working on their campaign, were not listed on their payroll. A third-party payroll processor Gusto (a service similar to ADP or Paychex) was used to facilitate payroll.
b) On Campaign's original January 31 and March 10 reports, more than $300,000 in disbursements were facilitated through Gusto, respectively, $215,073.44 were allocated to payroll and payroll-related expenses.
c) Another $93,350.60 was paid to Gusto for other expenses; the recipient(s) of those funds is unknown.

Allegation No. 2 - April 10th – Report of Receipts and Expenditures

a) No individuals, including Adam Yalowitz, Campaign Manager and Amanda Michelle Gomez, Campaign Spokesperson for the Campaign, respectively, were paid directly by the campaign. Payments were processed through Gusto and therefore THE CAMPAIGN's campaign employees were not disclosed. Both are employees of UNITE HERE Local 25 ("Local 25"), and remain on the payroll of Local 25. THE CAMPAIGN is reimbursing Local 25 to cover their salaries, taxes, benefits, etc. as indicated on April 10 report filed by the Campaign.

Allegation No. 3 - Amended March 10th, 2026 - Report of Receipts and Expenditures

a) After a journalist asked with the Campaign about Gusto, the Campaign amended their March 10 report. Individual employees and salary payments were subsequently added to the report, while payments to Gusto for payroll tax remained. Adam Yalowitz and Amanda Michelle Gomez, however, were not listed on the report, despite working for the Campaign while on Local 25's payroll. Reports[1] filed with the Department of Labor confirm that Adam Yalowitz and Amanda Michelle Gomez are employees of Local 25.

Allegation No. 4 - April 10th – Report of Receipts and Expenditures

a) The Campaign's April 10 report follows the same pattern as the amended March 10 report. On page 210 of the April 10 report, two "UNITE HERE Staff Salary Reimbursement" payments are disclosed - one for $41,936.57 and another for $31,399.87, significant sums for relatively short reporting periods and the generally modest salary of union employees. As well, on page 217 of the April 10 report, a payment of $10,901.33 for "SEIU 32BJ staff salary reimbursement" is reported. It cannot be determined who the 32BJ employee(s) is/are, as no names have been disclosed on any OCF report.

Allegation No. 5 - Safe & Affordable DC Independent Expenditure Committee

a) It is of importance to note that SEIU 32BJ is a top contributor to the Safe & Affordable DC, an independent expenditure committee, which is fully supporting Janeese Lewis George's candidacy for mayor. Campaign finance disclosures demonstrate that SEIU 32BJ contributed $100,000 to Safe & Affordable DC on or about March 2, 2026.

Allegation No. 6 - Safe & Affordable DC and UNITE HERE Local 25 Share an Address

a) Safe & Affordable DC maintains its official address at the same exact office as UNITE HERE Local 25's offices, which is 901 K Street, NW, Suite 200, Washington, DC 20001. Further cementing the relationship between Safe & Affordable DC and Local 25 is at least one shared employee: Benjy Cannon, who serves as a press aide to both.

---

[1] https://olmsapps.dol.gov/query/orgReport.do?rptId=937902&rptForm=LM2Form
https://olmsapps.dol.gov/query/orgReport.do?rptId=912430&rptForm=LM2Form

Allegation No. 7 -Workers Vote Contribution

a) Additionally, Workers Vote is a main contributor to Safe & Affordable DC. Workers Vote is the SuperPAC of the national UNITE HERE union[2]. In coordinated fashion, Workers Vote also contributed $100,000 to Safe & Affordable DC on March 2, 2026 (the same contribution date and amount as 32BJ).

Allegation No. 8 - Reimbursement to Adam Yalowitz

a) Perhaps peripheral but notable nonetheless, reports show that Campaign reimbursed an individual by the name of Adam Yalowitz, a Local 25 employee, $22,778.00 for 'campaign materials.' According to public records, Yalowitz's 2024 annual salary was merely $55,000 per year, begging the question of whether Yalowitz was actually the one being reimbursed, or whether it was his employer union or another third party. Furthermore, how would an individual be able to spend such impressive funds on campaign materials for a Fair Elections candidate?

Allegation No. 9 - Use of Official Campaign Photos on Safe & Affordable DC Mass Mailer

a) Safe & Affordable DC has already produced one or more mass-mailers[3] which utilized one of the Campaign's official campaign photos on the piece, which is clear evidence of collusion, or at least willful disregard for rules.

Allegation No. 10 - Janeese Lewis George's Participation in Fair Elections Program

a) Janeese Lewis George is a participating candidate in the Fair Elections Program, the hallmark taxpayer-funded public financing program administered by the DC Office of Campaign Finance.

On or about May 1, 2026, a supplemental complaint was filed with OCF, by Kevin Sobkoviak further claiming the following five (5) allegations:

1. (Allegation No. 11) - Rental and Additional Payroll Expenditures
   a) Campaign finance reports filed by the Janeese Lewis George campaign (JLG) show two payments to UNITE HERE Local 25 described as "Rental." The first was on December 15, 2025 for $19,737.00, the second was on December 31,2025 for $24,739.65. Of particular interest is the first payment. While the second

[2] https://unitehere.org/about-unite-here-pacs/

[3] Safe and Affordable mailer: https://x.com/WashDC4all/status/2031795707267403809 (Hard copy image can be provided, on request.)
JFDC official campaign photo gallery image:
https://www.flickr.com/photos/204438725@N08/55158466023/in/album-72177720332628322
JFDC official campaign photo gallery image:
https://www.flickr.com/photos/204438725@N08/55158526749/
The official JDFC photo gallery is linked on JFDC campaign page under the "Get Involved" tab, here: https://janeesefordc.com/

payment follows the pattern of other payroll reimbursements, the first is a round number. What is JLG renting from Local 25? Is it office space? If not, what?

2. (Allegation No. 12) - Shared Office Space and In-Kind Contribution by [UNITE HERE] Local 25 – 901 K Street, NW, Suite 200, Washington, D.C.
   a) With office space in mind, JLG should be questioned as to where they were located when the Campaign was launched and where it was housed during the weeks thereafter. Numerous sources indicate the Campaign was using or altogether operating from the offices of Local 25 located at 901 K Street NW, Suite 200, Washington, DC 20001. Whether or not JLG paid for the office space is unclear. If not, the space represents an improper in-kind contribution.

3. (Allegation No. 13) - Shared Office Space Operation between the Campaign and Safe & Affordable DC – 901 K Street, NW, Suite 200, Washington, D.C.
   a) More significantly, the IE, Safe & Affordable DC, is located at the same address: 901 K Street NW, Suite 200, Washington, DC 20001. Did the Campaign and IE operate from the same location?

4. (Allegation No. 14) - Operation and Expenditures before Registration as an Independent Expenditure Committee
   a) Importantly, Safe & Affordable DC registered with OCF on January 20, 2026, but there is evidence that it was operating and spending funds as early as December 19, 2025, the date on which it paid for and registered its website with ICANN as proven here https://who.is/whois/safeandaffordabledc.com and, see also, the image that appears at the end of this email.

5. (Allegation No. 15) - Shared Office Space and Operation Before Registration as a FEP Committee – 901 K Street, NW, Suite 200, Washington, D.C.
   a) Again, did the Campaign and IE operate from the same office space? As proven, Safe & Affordable DC was operating before registering with OCF on January 20, 2026.

<u>Responses</u>

On or about, May 1, 2026, a response to the initial Complaint, was filed by the Campaign by and through their counsel, Jessica Robinson, of Trister, Ross, Schadler and Gold, PLLC, stating the following:

1) Janeese for DC ("Campaign") registered on December 1, 2025 and hired Adam Yalowitz and Kimmon Williams on December 1, 2025. Both are employees of UNITE HERE International Union; Amanda Gomez is an employee of UNITE HERE Local 25. They work on the Campaign under leasing agreements. Leasing agreements were structured to avoid coordination. At the time the Janeese for DC entered into the employee leasing agreements with each of the union employers, the Campaign

ascertained that the respective union had an internal "firewall" policy in effect prohibiting Janeese for DC / leased employees from communicating with union individuals assigned to the "independent" side of the union's firewall for DC elections. The agreement between Janeese for DC and each union incorporates the requirement that Janeese for DC / leased employees not have any election-related contact with union staff assigned to the "independent" side of the union's firewall. Neither Janeese for DC nor any of its agents have engaged in "coordination" within the meaning of the Act. On the contrary, Janeese for DC takes seriously its obligations to comply with the Act and OCF's regulations.

2) Campaign's Compliance with Fair Elections Reporting Requirements
The Campaign has filed reports of receipts and expenditures for all reported transactions, and provided supporting documentation to support expenditures. Those reports of receipts and expenditures are reviewed pursuant to a verification process. Documents such as payments made through Gusto, and the written agreements between the Campaign and respective Union employers of the Campaign staff, have been submitted to OCF. The written agreements document that the Campaign pays the Union the full cost of their employees' salary and benefits while the employee work for the Campaign. They "are designed to comply with the Act by ensuring that the employee leasing arrangement does not cause any of the union employers to make in-kind contributions to the campaign."

The Campaign has also submitted Adam Yalowitz's credit card statements indicating that he has been reimbursed for campaign materials for the Campaign.

a) Campaign Staff Compensation Payments Correctly Reported
Campaign reported, to OCF, its payment to Gusto for wages to Campaign workers so that the reported expenditures would match the disbursements detailed on the Campaign's bank account records. The Campaign later opted to disclose the ultimate recipients of wage payments, and amended its past reports.

b) Payments to Employers of Leased Employees Correctly Reported
Campaign reported, to OCF, its payments to Local 25, IU and SEIU Local 32BJ, to reimburse them for the compensation paid to their employees who are working for the Campaign. No requirement in OCF statutes or regulations to report leased employees in reports. OCF did not request revision of reports.

c) Campaign Reimbursement to Adam Yalowitz Appropriate & Required by Law
Campaign's reimbursement of $22,778 to Adam Yalowitiz for the purchase of campaign materials; otherwise, his purchase would have been deemed an excessive and unlawful contribution to the Campaign. The Campaign will revise if OCF advises otherwise.

3) The Campaign did not engage in Coordination with Safe & Affordable DC or its contributors

   There is no law or facts that support that the Campaign coordinated with Safe & Affordable DC ("S&A DC") although the Campaign reimburses Local 25 for employees provided to them under a "leasing agreement", share the same address (allegedly the same staff) with Local 25 and a political action committee ("PAC") affiliated with Local 25's parent union is a contributor to S&A DC.

   a) Coordination as defined by DC Law - DC Code Section 1-161.01(10B)(A) see also 3 DC ADC Section 4209.8 and 9900 D.C. Code Section 1-1161.01(10B)(A), and 3 D.C.M.R. Section 4209.8 and 9900. (See Conclusions of Law infra)

   b) Sharing Addresses Does Not Result in Coordination

      The Campaign does not share an address or office space with Local 25 or S&A DC. The Campaign staff including those leased from Local 25 or the IU - do not work at S&A DC's Local 25's or the IU's offices. Local 25 and IU staff leased by the Campaign work at the Campaign's rented office space or from their homes when not required to be at Campaign events around the city.

      The Campaign does not share staff with S&A DC or Local 25. S&A DC and Local 25 sharing staff has nothing to do with the Campaign. Pursuant to the Campaign's written agreements with the IU and Local 25, the leased employees work for the Campaign "on a full-time basis" and they are "instructed by and under the sole supervision of the Campaign, and not the Union" for the duration of the agreements. They are not shared agreements. Sharing of staff by S&A DC and Local 25 is not evidence of coordination by or with the Campaign.

   c) Leasing of a SEIU Local 32BJ Employee is not Coordination

      Even assuming the "leasing" agreement between the Campaign and 32BJ results in Mr. Campos being a "common employee", he was not a "common employee" when 32BJ United ADJ contributed to S&A DC, because he was not providing services to both the Campaign and 32BJ at the time of the contribution, nor had he previously worked for the Campaign.

On or about, May 1, 2026, a response to the initial Complaint, was filed by S&A DC, through and by their treasurer, Kelsey Garantz, stating the following:

1) Independent Expenditures and Coordination

   S&A DC asserts that DC law defines an "independent expenditure" as an expenditure: made for the purpose of promoting or opposing the nomination or election of a candidate, a political party, or any initiative, referendum, or recall; not controlled by or coordinated with any public official, any agent of a public official, including a political committee; and not a contribution to a political committee, political action committee, or candidate, pursuant to D.C. Code § 1-1161.01(28A). S&A DC further asserts that OCF regulations similarly define independent expenditures pursuant to D.C. Mun. Regs. Title 3, § 9900.1.

S&A DC asserts that DC law defines "coordinate" or "coordination" as taking an action, including making an expenditure, either at the explicit or implicit direction, request, or suggestion of a candidate, a public official or their affiliated political committee or agent, or in cooperation, consultation, or concert with, or with other material involvement of a candidate or public official or their affiliated political committee or agent, pursuant to D.C. Code § 1-1161.01(10B)(A). S&A DC asserts that OCF regulations similarly define coordinate or coordination pursuant to D.C. Mun. Regs. Title 3, § 9900.1. S&A DC further asserts that while DC law includes a rebuttable presumption that coordination occurs in certain circumstances pursuant to D.C. Code § 1-1161.01(10B)(B) and D.C. Mun. Regs. Title 3, § 9900.1, **the Complaint does not allege any of those circumstances, and in fact none exist.**

2) The Committee Has Not Coordinated with Janeese for DC

A) The Same Individual May Lawfully Work for Both S&A DC and UNITE HERE Local 25

S&A DC asserts that UNITE HERE Local 25 adopted a Firewall Policy For 2026 District of Columbia Elections prior to S&A DC's creation, which anticipated that UNITE HERE Local 25 might engage in both coordinated and independent activity in the same elections and sets out rules to prohibit staff from engaging in unlawful coordination. S&A DC asserts that under the Firewall Policy, staff must be assigned to either "Independent Staff," "Coordinated Staff," or "Supporting Staff," and that Independent Staff are strictly firewalled off from impermissible communications with Coordinated Staff, prohibiting them from: discussing a DC campaign with each other; exchanging information about campaign activities; otherwise influencing each other's actions regarding a campaign; accessing each other's electronic and physical campaign materials; and conveying any information about Independent Staff's activities or plans to Coordinated Staff. S&A DC asserts that Independent Staff must control, direct, and carry out all aspects of the Union's public activities in the independent campaigns; may recruit members and others to volunteer for the Union's independent activities; and may collaborate with allies about supporting a candidate or political party if those allies are not coordinating with the candidate or are firewalled on the independent side. S&A DC asserts that Independent Staff may not have substantive contact with the candidate, committee, or political party, or receive non-public information about their plans, strategy, activities, or needs. S&A DC asserts that Benjamin Cannon, a UNITE HERE Local 25 communications staffer, was assigned to Independent Staff under the Firewall Policy and in that capacity is also working for S&A DC, that Cannon has and will continue to strictly follow the Firewall Policy, and that the Complaint does not allege that Cannon engaged in any specific activities that actually constitute coordination under DC law.

B) S&A DC and UNITE HERE Local 25 May Lawfully Share the Same Address

S&A DC asserts that it chose to use the same address as UNITE HERE Local 25 for convenience because Cannon works for both S&A DC and UNITE HERE Local 25, and because the Firewall Policy provides that Independent Staff and Coordinated Staff may not access each other's electronic and physical materials about the campaigns. S&A DC asserts that the Complaint does not allege, and S&A DC is not aware of, any evidence suggesting that Independent Staff have accessed Coordinated Staff materials about the campaign, or vice versa. S&A DC asserts that **there is no evidence of actual coordination, let alone a rebuttable presumption of coordination, and that to the contrary, there are procedures in place to prevent such coordination.** S&A DC further asserts that it publicly disclosed its address in its registration filing and in the disclaimer on its public communications, and that **this widespread public disclosure enabled Sobkoviak to bring his baseless allegation that the shared address proves coordination.** S&A DC asserts that **Sobkoviak's statement that the public is unaware of the shared address is simply false.** S&A DC further asserts that **Sobkoviak's conduct is indicative of his apparent intent to weaponize OCF's important complaint procedures to undermine Janeese Lewis George's mayoral campaign,** noting that a journalist reported about the investigation prior to OCF sending S&A DC a copy of the Complaint in apparent violation of D.C. Mun. Regs. Title 3, § 3700.4, and that Sobkoviak has donated to Kenyan McDuffie's campaign and has already been quoted in media reports about the Complaint, suggesting a clear political motive.

C) Contributions from Union PACs Are Not Evidence of Coordination

S&A DC asserts that while the Complaint states that SEIU Local 32BJ and Workers Vote each contributed $100,000 to S&A DC, **the Complaint does not allege that such contributions were unlawful because they are not.** S&A DC asserts that Independent Expenditure Committees may accept unlimited funds from any lawful source, including the contributors here, and that **the same political committee or other person may contribute to both a candidate and an independent expenditure committee that supports the candidate, which is not suggestive of anything except the contributor's commitment to the candidate's victory in the election.** S&A DC asserts in a footnote that the political committee 32BJ United American Dream Fund — not SEIU Local 32BJ

— made the contribution, and that Workers Vote is an independent expenditure committee registered with the Federal Election Commission, not a union political action committee.

D) S&A DC May Lawfully Use a Photo of Janeese Lewis George

S&A DC asserts that **DC law does not prohibit an Independent Expenditure Committee from using a candidate's publicly posted photo in its communications absent evidence of actual coordination.** S&A DC asserts that coordination precludes an Independent Expenditure Committee from making an expenditure at the explicit or implicit direction, request, or suggestion of a candidate or public official or their affiliated political committee or agent, or in cooperation, consultation, or concert with, or with other material involvement of a candidate or public official or their affiliated political committee or agent, pursuant to D.C. Code § 1-1161.01(10B)(A) and D.C. Mun. Regs. Title 3, § 9900.1. S&A DC asserts that material involvement means any communication to or from a candidate, a public official or their affiliated political committee or agent related to the expenditure, and includes devising or helping to devise the strategy, content, means of dissemination, or timing of the expenditure, or making any express or implied solicitation of the expenditure. S&A DC asserts that the Complaint does not allege, and there is no evidence, that S&A DC either acted at Janeese for DC's direction, request, or suggestion, or acted in cooperation, consultation, or concert with Janeese for DC, or with Janeese for DC's material involvement, and that to be clear, S&A DC did not do so. S&A DC further asserts that **neither the DC Code nor DC regulations prohibit republication of publicly posted campaign materials,** and that OCF Interpretive Opinion 2018-03 merely opined that redistribution of publicly posted campaign materials "may easily be interpreted as a coordinated endeavor" and "it would not be advisable" to undertake it, but **did not and could not state that such activity is generally unlawful, as no statute or regulation prohibits republication absent actual evidence of coordination. For OCF to state otherwise would have been entirely ultra vires, as none appears in the DC Code or OCF regulations.**

3) A copy of the UNITE HERE Local 25 and Local 23 “Firewall” Policy for 2026 District of Columbia Elections, was provided with the responses, as Attachment A.

<u>Investigation</u>

On or about, May 22, 2026, the individuals listed below, who were identified as relevant witnesses to this matter, were posited with questions, by OGC:

1) Adam Yalowitz, Co-Campaign Manager / UNITE HERE, Deputy Research Director

2) Amanda Gomez, Campaign Organizer, Fundraising & Outreach Staffer/ UNITE HERE, Senior Campaign Researcher
3) Kimmon Williams, Campaign Communications, Fundraising & Media Outreach Staffer / UNITE HERE, Press Contact
4) Robert “Rob” Wohl, Campaign Communications, Fundraising & Media Outreach / UNITE HERE Local 25, Organizer
5) Ricardo Campos, Campaign Union Labor Engagement & Field Operations/ SEIU Local 32BJ, Political Director
6) Samantha Miller, Campaign Spokesperson
7) Julia Howell, Campaign Treasurer
8) Zachary Teutsch, Campaign Advisor
9) Kelsey Garnatz, Treasurer of Safe & Affordable DC, IEC
10) Gwen Mills, UNITE HERE, President
11) Melissa Amarnick, SEIU Local 32BJ, Chief of Staff
12) Ronnisha Martin, UNITE HERE Local 25, Director of Operations and Office
13) Linda Martin, UNITE HERE Local 25 President

Summary of OCG’s Witnesses’ Inquiries

Written inquiries were transmitted by email to all witnesses, including union employees “leased” to the Campaign staff, and representatives of the UNITE HERE International Union, UNITE HERE Local 25, SEIU Local 32BJ, and Safe & Affordable DC. Responses were received by email from Adam Yalowitz, Julia Howell and Kesley Garantz. The remaining witnesses did not respond. The inquiries addressed the following subject areas:

1) Identity, Employment, and Organizational Role
   Each witness was asked to provide his or her full name, residential address, current employer, physical place of employment, tenure of employment, job title, and duties at the union and/or campaign. *This inquiry 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 & Affordable DC.*

2) Initial Contact and Pre-Agreement Activity
   Each witness was asked to identify the date and circumstances of his or her first contact with the Campaign; whether any communications — including emails, texts, or telephone calls — preceded the execution of the written staff-sharing agreements; and who made the determination that the union would loan him or her to work on the Campaign. Each witness was asked whether he or she possessed any correspondence, emails, or texts pertaining to the agreement between the Campaign and the union.

   Of particular significance, each witness was asked what, if any, governing agreement or firewall policy applied to his or her conduct prior to the execution of any written staff-sharing agreement, given that the written agreements postdated certain witnesses' start dates. Adam Yalowitz, Amanda Gomez, and Kimmon Williams were specifically asked whether they engaged in any work for the Campaign prior to the date of any written agreement, as certain agreements referenced compensation periods as early as November 2025 — predating their December 1, 2025 execution dates. Each such witness was further asked when and with whom discussions regarding the firewall began, and the role and title of the person with whom those discussions occurred.

3) Compensation, Payroll, and Reimbursements
Each witness was asked to identify who paid his or her salary, the amount of that salary, and the method and frequency of payment. Adam Yalowitz was specifically asked what credit cards or other payment methods he used to make purchases on behalf of the Campaign; what items he purchased for the Campaign; whether the Campaign reimbursed him for any expenses; how much he spent on the Campaign; how much the Campaign reimbursed him; and the method by which the Campaign made those reimbursements. Each witness was asked whether he or she had any discussions with anyone from the union regarding purchases made for the Campaign.

   Adam Yalowitz was specifically asked whether he received union salary reimbursement payments from the Campaign during the month of April, directly relevant to the $22,778 reimbursement identified in the Campaign's April 10, 2026 report for "campaign materials" and to the question of whether that reimbursement constituted a pass-through to a third party.

4) Scope of Duties, Time Allocation, and Public Statements
Each witness was asked to identify his or her specific role and title in the Campaign and when he or she began performing Campaign services. Each witness was asked whether his or her duties for the Campaign and the union overlapped.

   Ricardo Campos was specifically asked what percentage of his employment was devoted to the Campaign versus the union — with particular reference to the 80%/20% split reflected in his agreement with SEIU Local 32BJ — and what duties he continued to perform for the union during his Campaign work period. *This inquiry was directly relevant to whether Campos maintained substantive union functions that created coordination risk during his Campaign service*.

   Each witness was further asked whether he or she made any public comments about the Campaign and the unions, and if so, the nature and circumstances of those statements.

5) Communications, Document Review, and Execution

Each witness was asked to provide information regarding all communications between himself or herself and the union in connection with his or her Campaign role, including: the identity of persons with whom such communications occurred; the number of times he or she communicated with the union in connection with the Campaign role; when those discussions first began; whether any communications related to the Campaign's advertising, messaging, needs for services, supplies, or materials; and whether he or she reviewed or executed any documents with the union in connection with his or her Campaign role, identifying those documents and the dates thereof.

Each witness was separately asked whether he or she engaged in any discussions with the Campaign in connection with his or her role at the union; with whom those discussions occurred; how many times he or she communicated with the Campaign in connection with the union role; and when those discussions first began.

This inquiry was central to the firewall analysis, as it was designed to establish whether "independent" union staff communicated with “coordinating staff” and “support staff” about election-related matters in violation of the firewall's stated terms, and whether the flow of information between the unions and the Campaign was effectively prohibited in practice.

6) Union Contributions and Use of Union Position
Each witness was asked whether he or she was aware of any contributions made by any union to the Campaign, including the identity of the contributing union and the amounts and dates of any such contributions known to him or her. Each witness was further asked whether he or she used his or her position as a union employee to obtain support for the Campaign, and if so, from whom and what support was obtained. *This inquiry was designed to establish what each “leased” employee knew about the unions' parallel independent expenditure activity while embedded in the Campaign, and whether union resources or relationships were leveraged for Campaign benefit.*

7) Union Advertising — Supporting and Opposing the Campaign
Each witness was asked whether he or she was aware of, privy to, or familiar with any ads by any union or its affiliates supporting the Campaign, and whether he or she engaged in any discussions with anyone at the unions concerning such ads. Each witness was separately asked whether he or she was aware of, privy to, or familiar with any ads by any union or its affiliates opposing the Campaign, and whether he or she engaged in any discussions with anyone at the unions concerning such ads. *This inquiry was designed to establish the full scope of union communications activity surrounding the Campaign and whether any assigned employee had knowledge of or involvement in that activity on either side.*

8) The Firewall: Design, Implementation, and Compliance
   Each witness was asked whether the union maintained a written firewall policy and whether that policy had been distributed in writing to all union employees, consultants, and clients affected by it. Each witness was asked how the agreement between the union and the Campaign implemented and established the firewall in practice, and specifically how it prohibited the flow of information between union employees providing services to independent expenditure activity and those loaned to the Campaign.

   The applicable standard — requiring that a firewall be designed and implemented to prohibit the flow of information between employees or consultants providing services to the person paying for a communication and those providing services to the candidate clearly identified in that communication or to the campaign of an opposing candidate — was presented to each witness as a predicate, and each witness was asked how the agreement between the union and the Campaign satisfied that standard.

   Each witness whose Campaign service predated the execution of any written agreement — specifically Adam Yalowitz, Amanda Gomez, and Kimmon Williams — was asked what, if any, governing firewall policy applied to his or her conduct during that pre-agreement period.

9) Safe & Affordable DC

   Each witness was asked to provide information regarding any knowledge of or contact with Safe & Affordable DC; any awareness of the shared address between Safe & Affordable DC and UNITE HERE Local 25 at 901 K Street NW, Suite 200, Washington, DC 20001; any knowledge of the use of official Campaign photographs on Safe & Affordable DC mailers; and any discussions with union personnel regarding the content, timing, or strategy of Safe & Affordable DC's independent expenditure activity.

OGC received and reviewed all the witnesses' responses to the questions posed to them, on May 22, 2026, and the following is a summary of each witness' response:

1) Adam Yalowitz, Co-Campaign Manager / UNITE HERE, Deputy Research Director,
2) Julia Howell, Campaign Treasurer,
3) Kelsey Garnatz, Treasurer of Safe & Affordable DC, IEC.

On or about, June 3, 2026, responses to the inquiries were filed by Adam Yalowitz, by and through his counsel, Jessica Robinson, of Trister, Ross, Schadler and Gold, PLLC, stating the following:

Identity, Employment, and Organizational Role

In Re: Janeese for DC – Docket No. OCF FI 2026-007

Adam Yalowitz reported that resides in Washington, DC . Since December 1, 2025, he is employed by Janeese for DC as Co-Campaign Manager, working in a hybrid capacity between the Office located at 1436 U Street NW, Washington, DC 20009 and his home. Prior to his Campaign employment, he worked with UNITE HERE and was assigned to Local 25. He supported UNITE HERE's work in Maryland, Virginia and DC. Currently, he has no duties at the union.

Initial Contact and Pre-Agreement Activity

Adam Yalowitz asserts that he initiated contact with the Campaign on or about November 21, 2025. He took leave from work to talk with Janeese Lewis George about the possibility of her running for mayor. In November, 2025, he took leave from the union to work on the Campaign prior to his December 1, 2025 start date. He asserts that he was unaware of any consideration by the union of "loaning" him to the Campaign. He planned to use his leave or have the Campaign pay the union for his compensation under the secondment agreement (herein referred to as the "leasing" Agreement). He would have informed Paul Schwalb, Executive Secretary-Treasurer of Local 25, and Antony Dugdale, UNITE HERE's National, State, and Local Political Director, of his plan to work for the Campaign. He does not know who approved his leave from UNITE HERE. He asserts that he provided Zach (herein referred to "Zachary") Teutsch with a "leasing" Agreement between the union and the Campaign, on November 21, 2025. He was copied on discussion about its execution. He received a completed Agreement and forwarded it to UNITE HERE staff; forwarded a draft Agreement to Rachel Kleinbaum and Antony Dugdale on December 3, 2025. He had discussions with Zachary Teutsche about its execution and legal review, and his payment schedule. On November 13, 2025, he received a copy of UNITED HERE's firewall policy, although he had been working as if one were in place prior to that.

Compensation, Payroll, and Reimbursements

Adam Yalowitz receives direct deposit salary payments from UNITE HERE International biweekly. His annual salary is $113,000.02 - inclusive of salary and benefits totaling $3,588.75 per week. UNITE HERE International invoices the Campaign for the full costs of his compensation. He does not receive salary payments from the Campaign.

He used three (3) personal credit cards to make Campaign purchases, with copies of relevant credit card statements provided to OCF by the Campaign. Categories of purchases include

a) subscriptions requiring a credit card such as Zoom, Action Network, Scale to Win, Reach, and Switchboard;
b) office utility payments to Pepco and Washington Gas;
c) meals for volunteers and campaign meetings;
d) tickets to a Pride event;
e) voter data from Target Smart;

f) hotel lodging; and
g) videography and photography services.

He has spent $32,856.05 on the Campaign, of which $334.83 was automatically billed on June 1, 2026 for a Scale to Win subscription, and $28.57 was for a Campaign lunch on the date of the interview. The Campaign issued $32,492.65 in reimbursements by ACH or wire payment. June 1 and June 3, 2026 charges have not yet been reimbursed. He has not had any discussions about the expenditures made for the Campaign, with UNITE HERE.

Scope of Duties and Time Allocation

As Co-Campaign Manager, Adam Yalowitz oversees the Campaign's field organizing directors, political director, data director, operations director, finance director, communications director, outside polling, mail, and media vendors, and staffs the candidate. He works 100% for the Campaign with no overlapping UNITE HERE duties. He has made public comments about the Campaign and unions.

Documents, Communications, and Discussions

Adam Yalowitz reviewed both the “leasing” Agreement and UNITE HERE's firewall policy in November 2025. He returned a signed acknowledgment of the firewall policy in January 2026. He signed an updated policy, issued in May 2026, after additional staff were added to the firewall lists. He believes the “leasing” Agreement is effective as of December 1, 2025.

Adam Yalowitz described the Union's firewall as dividing staff into "coordinated" staff — who are permitted to have contact with campaigns and are responsible for the Union's membership communications program — and "independent" staff, who are the only staff permitted to create, produce, and distribute public communications, and who may not have substantive contact with candidates, campaigns, or coordinated-side staff. Coordinated and independent staff are prohibited from conveying information to one another or accessing each other's files. Staff “leased” to the Campaign, including him, are assigned to the coordinated side.

Adam Yalowitz communicated with UNITE HERE coordinated-side staff — Margaret Sharp, Emebet Kassa, Antony Dugdale, Linda Martin, Anthony Randolph, Josh Armstead, and Allison Burket — about the Union's membership communications, including Union members volunteering to canvass for the Campaign and other Union employees being "leased" to the Campaign. He indicated that Union staff on the coordinated side and Union-affiliated volunteers have seen the Campaign's literature, and that he has handed literature to Union-affiliated volunteers for door-to-door canvassing. He stated that he discussed with Sharp and Kassa the impact of attack ads run by Kenyan McDuffie's campaign, Opportunity DC, and People for a United DC against Janeese Lewis George's positions on public safety and taxes.

Adam Yalowitz communicated with Ronnisha Martin (Local 25 Administrative Director), Rachel Kleinbaum, Gerry Hermogenes, and Terry Yip (UNITE HERE International administrative staff) about billing the Campaign for staff time, with Paul Schwalb to schedule a meeting between Janeese Lewis George and union leaders, and with Susan Valentine about a friend of Susan's who wanted to volunteer for Janeese, and about Susan's conversation with her mom friends about Janeese; none of these latter individuals were assigned a firewall-side designation. He asked Valentine if she knew how to connect with Sara Nelson at AFA-CWA and Bernie Sanders' staff but ultimately reached both through Campaign volunteers unaffiliated with the Union. He did not identify any individual as independent-side staff. His communications with coordinated staff are regular and ongoing; other communications were singular, non-recurring interactions. These discussions first began in November 2025. He has not engaged in any discussions with the Campaign in connection with his role with the Union.

The Firewall: Design and Implementation

Adam Yalowitz stated that the Union's firewall has been distributed to the union employees, consultants, and clients affected by the policy. He asserted that the firewall is not an agreement between a campaign and another group. A firewall is a policy within one organization that both (a) has contacts with a campaign, and also (b) engages in independent spending activities. The policy is set up and managed so that (a) does not influence (b).

Adam Yalowitz also asserted that the firewall policy also includes similar restrictions for vendors who provide services to the Union's "independent" and "coordinated" staff, and any vendor to the Union's "independent" side program who also is a vendor to a Campaign must first establish its own internal firewall that operates like the Union's, so that the work performed by vendor staff on the "independent" side can't be influenced by work performed by vendor staff working for the candidate or for the "coordinated" side. The firewall policy established by the Union sets up a communications barrier between (a) those Union staff and vendors who are allowed to communicate with candidates and campaign on one side, and (b) those on the other, "independent" side who aren't allowed to have those contacts or information that originates from the campaign.

Knowledge of Union Contributions and Independent Expenditure Activity

Adam Yalowitz is not aware of any contributions made by any Union to the Campaign. He has received mailers to his house in support of the Campaign featuring union members and has seen ads on X.com appearing to feature union members. He is not sure, if they are in fact union members or from affiliates of any unions. He has not engaged in any discussions with anyone at the unions concerning ads supporting the Campaign. He is not aware of ads by any union or its affiliates opposing the Campaign.

In Re: Janeese for DC – Docket No. OCF FI 2026-007

On or about, June 3, 2026, responses to the inquires, were filed by Julia Howell, through and by their counsel, Jessica Robinson, of Trister, Ross, Schadler and Gold, PLLC, stating the following:

Identity, Employment, and Organizational Role

Julia Howell resides in Washington, DC. She is self-employed as a consultant , providing fundraising services to nonprofit organizations through her own consulting business. She has no duties at any union.

Initial Contact and Pre-Agreement Activity

Julia Howell's first contact with the Campaign for the mayoral race was in mid-to-late November. She was contacted by a long-time supporter and volunteer of Councilmember Janeese Lewis George, who asked about the possibility of her serving as Treasurer. She began working for the Campaign on December 1, 2025, as the treasurer of the Campaign. In that capacity, she communicates with the Campaign regularly by email, telephone, and text.

Compensation, Payroll, and Reimbursements

Julia Howell is a volunteer and does not receive a salary for her work for the Campaign. She used a personal credit card once to pay a $5.00 notary fee for OCF paperwork in May 2026. In addition to the $5.00 notary payment, she made a $200 personal contribution to the Campaign. She has not yet been reimbursed for the $5.00 notary fee, but will be reimbursed after submitting her receipt. She has not received any reimbursements from the Campaign to date. She does not receive Union reimbursement salary payments from the Campaign. She has not had any discussions with anyone from the Union regarding any purchases she made for the Campaign, including services, supplies, ads, or materials.

Scope of Duties and Time Allocation

Julia Howell's role and title in the Campaign is Treasurer. All of her duties have been as a volunteer. Questions regarding percentage of employment with the Campaign and Union are not applicable. She has not made any public comments about the Campaign and unions.

Documents, Communications, and Discussions

Julia Howell has copies of the Agreements; maintains those with the Campaign's financial records, and submitted copies to OCF. She does not recall the exact date she reviewed the Agreements, but believes the earliest date would have been in connection with preparing the Campaign's January Report of Receipts and Expenditures. She did not execute any documents with the Union in connection with her role with the Campaign. She has not engaged in any discussions with the Union in connection with her role with the Campaign and has not communicated with the Union in connection with her Campaign role. She discussed the Agreements only to the extent necessary to understand their relevance to the Campaign's payments to the unions. She did not review any of the Agreements prior to their execution but has since seen them. She discussed with Julia Petracca the reason the Agreements were being uploaded to the OCF portal for filing.

She is aware of the following Agreements executed between the Campaign and the respective unions:

- Agreement between the Campaign and Local 25 regarding Amanda Gomez, dated December 1, 2025
- Agreement between the Campaign and Local 25 regarding Rob Wohl, dated April 8, 2026
- Agreement between the Campaign and UNITE HERE regarding Adam Yalowitz, dated December 1, 2025
- Agreement between the Campaign and UNITE HERE regarding Kimmon Williams, dated December 1, 2025
- Agreement between the Campaign and SEIU 32BJ, dated March 17, 2025

Knowledge of Union Contributions and Independent Expenditure Activity

Julia Howell stated that no union has made any contribution to the Campaign. She is aware only of mailers that have been mailed to her house and ads she has seen on social media in support of the Campaign. She has not engaged in any discussions with anyone at the Unions concerning any ads supporting the Campaign. She is aware only of ads opposing the Campaign that have been mailed to her house or that she has seen on social media. She has not engaged in any discussions with anyone at the Unions concerning any ads opposing the Campaign.

The Firewall: Design and Implementation

Julia Howell does not know whether the Union has a firewall policy or whether a written firewall policy statement has been distributed to Union employees, consultants, and clients. She is not familiar with any union's internal firewall policy.

On or about, June 6, 2026, responses to the inquiries were filed by Kelsey Garantz, Treasurer for Safe & Affordable DC, through and by their counsel, Joseph Steinberg, of Trister, Ross, Schadler and Gold, PLLC, stating the following:

A) Procedural Argument — Preliminary Investigation Time Limit

Counsel for S&ADC asserts that the 30-day time limit for OCF to determine whether a full investigation is necessary has passed. They assert that under D.C. Code § 1-1163.3

and 3 D.C.M.R. § 3700.1, the Director may commence an investigation upon the filing of complaint in writing to the Director. Investigations shall be identified as an internal inquiry, preliminary investigation or a full investigation pursuant to 3 D.C.M.R. § 3700.3. S&A DC's counsel asserts that under 3 D.C.M.R. §§ 3703.1–3703.4, a preliminary investigation is strictly investigatory, non-adversarial, and non-adjudicatory, requiring written notice to the respondent within 10 days.

S&A DC asserts that OCF notified S&A DC on April 27, 2026, providing the Complaint and requesting a response by May 1, 2026. S&A DC responded and acknowledge that OCF has opened a preliminary investigation and asserted that the allegations were baseless. Counsel asserts that within 30 days of the commencement of the preliminary investigation, the Director was obligated to determine whether a full investigation was necessary, upon a finding of reasonable cause and notice to the respondent.

B) Application of the 30-Day Period

Counsel for S&A DC asserts that the 30-day period expired on May 27, 2026 without OCF finding reasonable cause or initiating a full investigation. S&ADC asserts that OCF's May 26, 2026 email transmitting questions has no procedural basis, since only full investigation regulations permit such questions, no full investigation has commenced, and S&A DC received no notice of one. S&A DC asserts it is therefore too late for OCF to commence a full investigation.

C) Due Process and Integrity of Investigations

Counsel for S&A DC asserts that OCF's regulations — including the requirement under 3 D.C.M.R. § 3700.2 that investigations "be conducted fairly and professionally, and in a manner that protects the rights and reputations of public employees and officials." They assert that OCF was required to conduct an internal inquiry, a preliminary investigation, and a full investigation. S&A DC asserts OCF would violate the law by proceeding to a full investigation, and prejudice the Campaign in the pre-election period, with early voting in effect and Election Day 13 days away. A public issuance during this time, even in compliance with confidentiality regulations in effect, could affect the election. Counsel for S&A DC also alleges that OCF previously violated confidentiality regulations by disclosing information to media, as raised in a May 5, 2026 letter, and requested a response. As such, OCF should acknowledge that its preliminary investigation into the Campaign has concluded.

D) Voluntary Response to Questions

Counsel for S&A DC asserts that, while preserving all legal rights and not conceding Kelsey Garnatz is a "witness," it voluntarily allowed Garnatz to respond to OCF's questions. ambiguous.

In Re: Janeese for DC – Docket No. OCF FI 2026-007

Identity, Employment, and Organizational Role

Kelsey Garnatz reported that she resides in Wahington, DC. She is a self-employed at her compliance firm, Left Lane Compliance. Her workplace is located is in Washington, DC. She has been the owner for 8 years. She also works at a separate organization, that prepares federal campaign finance reports. She does not have duties at any union. She is a consultant paid by Safe and Affordable DC and she is its Treasurer.

Initial Contact and Pre-Agreement Activity

Kelsey Garantz asserts not having a date of first contact with the Janeese Lewis-George campaign. She asserts that she has no emails, text messages or calls with the Campaign. She has no agreement between the Campaign and Safe & Affordable DC.

Compensation, Payroll, and Reimbursements

Kelsey Garantz asserts that she is not paid a salary. She has not made any purchases for the Campaign. She has not had any discussions with anyone from the Campaign about purchases for the Campaign, including campaign ads or the Campaign's need for services, supplies, ads or materials.

Safe & Affordable DC has spent approximately $1.09 million as of the end of the day on June 2, 2026 (reported on the June 10th Report) supporting the Campaign. The Campaign did not reimburse Safe & Affordable DC.

Scope of Duties and Time Allocation

Kelsey Garantz asserts that he she does not have a role nor works for the Campaign**.** She does not spend any percentage of her employment working for the Campaign. She works for Left Lane Compliance, reconciling bank accounts, preparing filing reports and handling accounts payable. She also prepares federal campaign finance reports for another organization. She has not made any public comments about the Campaign nor unions.

Documents, Communications, and Discussions

Kelsey Garantz asserts that she did not engage in any discussions with the Campaign in connection with her role with the Safe & Affordable DC. She is not aware of any agreement executed between the Campaign and Safe & Affordable DC.

Knowledge of Union Contributions and Independent Expenditure Activity

Kelsey Garantz asserts that there were no contributions made by Safe & Affordable DC to the Campaign. She reports that she is not an employee of Safe & Affordable DC. I am their Treasurer, and Left Lane Compliance prepares and files its reports. She does not obtain support for the Campaign. She is privy to, aware of, and familiar with the ads by Safe & Affordable DC which support the Campaign. She had discussions with others at Safe & Affordable DC concerning the ads supporting the Campaign. She is not privy to, aware of, nor familiar with ads by any union or its affiliates, which support the Campaign. She reports that she has had discussions with UNITE HERE Local 25 employees, who are on the "independent" side under its Firewall Policy, about ads by Safe & Affordable DC supporting the Campaign.

The Firewall: Design and Implementation

Kelsey Garantz asserts that Safe & Affordable DC does not have any employees or clients. She received a copy of UNITE HERE Local 25's Firewall Policy, which Safe & Affordable DC attached to its response to the Complaint. She reports that UNITE HERE and UNITE HERE Local 25 employees on the "independent" side of their internal Firewall Policy, have advised Safe and Affordable DC. Safe & Affordable DC has made independent expenditures, but has not made contributions to the Campaign. The expenditures were reported in the June 10th Report. She asserts that she is unaware whether UNITE HERE or UNITE HERE Local 25, provide financial or physical support to the Campaign.

FEP Auditor Review

The Campaign registered with the Fair Elections Program on December 1, 2025, The Campaign's candidate, Janeese Lewis George was certified on January 8, 2026. The FEP auditor assigned to this matter, supplied OGC with copies of the Campaign reports of receipts and expenditures for December 2026 through January 2026, supporting documents, Requests for Additional Information (RFAI), Campaign responses, and audit findings. During this investigation, the auditor assigned to this matter, reviewed the following five (5) agreements between the Campaign and various "leased" union workers ("Agreements") bearing dates of employment between December 1, 2025 to June 16, 2026:

Agreement 1: UNITE HERE / Adam Yalowitz
Agreement 2: UNITE HERE Local 25 / Amanda Gomez
Agreement 3: UNITE HERE / Kimmon Williams
Agreement 4: UNITE HERE Local 25 / Robert Wohl
Agreement 5: SEIU Local 32BJ / Ricardo Campos

All the individuals with an Agreement (Adam Yalowitz, Amanda Gomez, Kimmon Williams, Robert Wohl, and Richardo Campos) were employees of a union, respectively, UNITE HERE International Union; its affiliate Local 25 or SEIU Local 32BJ. The Agreements effectively "leased" all, but one of the full-time, high-level union employees to the Campaign, as full-time employees. Richardo Campos divided his time between the SEIU Local 32BJ and the Campaign, on a ratio of 80% / 20% of this work schedule. The Campaign was then responsible for reimbursing the Union for the salary of each "leased" employee.

In Re: Janeese for DC – Docket No. OCF FI 2026-007

Between December 1, 2025 and April 8, 2026, the Campaign entered into the five (5) separate staff-leasing Agreements with three (3) different unions, each governing the temporary assignment of a union employee to provide services to the Campaign. In each case, the assigned employee is not a signatory to the Agreement. Zachary Teutsch executed each Agreement on behalf of the Campaign.

The following is a summary of the five (5) Agreements, provided to the FEP auditor, in connection with this matter:

Agreement 1: UNITE HERE / Adam Yalowitz

• Dated: December 1, 2025
• Union Signatory: Gwen Mills, President, UNITE HERE
• Work Period: December 1, 2025 – June 16, 2026
• Services: Overseeing consultants and campaign staff; implementing programs for organizing, fundraising, data management, compliance, communications, and political and endorsement outreach. Works under sole supervision of the Campaign.
• Compensation: $3,509.32/week; reimbursed monthly by the Campaign. Additional expenses up to $100 without prior approval.
• Firewall: UNITE HERE internal firewall; "coordinated" staff may contact Yalowitz about the election; "independent" staff may not.
• Confidentiality: Campaign may impose confidentiality obligations with written notice to Union; Yalowitz may not disclose Union information without Union authorization.
• Indemnification: Mutual; each party indemnifies the other for claims arising from Yalowitz's actions unless the other party directly caused the act or omission.
• Termination: Either party by written notice; reimbursement prorated.

Agreement 2: UNITE HERE Local 25 / Amanda Gomez

• Dated: December 1, 2025
• Union Signatory: Linda Martin, President, UNITE HERE Local 25
• Work Period: December 1, 2025 – June 16, 2026
• Services: Same scope as Yalowitz — overseeing consultants and campaign staff; implementing programs for organizing, fundraising, data management, compliance, communications, and political and endorsement outreach. Works under sole supervision of the Campaign.
• Compensation: $2,193/week including cell phone costs; reimbursed monthly. Additional expenses up to $100 without prior approval.
• Firewall: UNITE HERE Local 25 internal firewall; same "coordinated"/"independent" staff structure as Agreement 1.
• Confidentiality: Same as Agreement 1.
• Indemnification: Same as Agreement 1.
• Termination: Either party by written notice; reimbursement prorated.
• Notable: Executed by Linda Martin and Zachary Teutsch via DocuSign.

Agreement 3: UNITE HERE / Kimmon Williams

• Dated: December 1, 2025
• Union Signatory: Gwen Mills, President, UNITE HERE (co-signed by Mills on behalf of both parties)
• Work Period: December 1, 2025 – February 28, 2026 (shortest work period of the five)
• Services: Implementing programs for communications, fundraising, data management, compliance, and media outreach. Works under sole supervision of the Campaign.
• Compensation: $1,540.19/week; reimbursed monthly. Additional expenses up to $100 without prior approval.
• Firewall: Same UNITE HERE internal firewall structure as Agreement 1, coordinated / independent staff.
• Confidentiality: Same as Agreement 1.
• Indemnification: Same as Agreement 1.
• Termination: Either party by written notice; reimbursement prorated.
• Notable: Lowest compensation rate of the five agreements; shortest work period.

Agreement 4: UNITE HERE Local 25 / Robert Wohl

• Dated: April 8, 2026
• Union Signatory: Ronnisha Martin, Director of Operations and Office Management, UNITE HERE Local 25
• Work Period: March 1, 2026 – June 21, 2026
• Services: Implementing programs for communications, fundraising, data management, compliance, and media outreach. Works under sole supervision of the Campaign.
• Compensation: $2,068.72/week; reimbursed monthly. Additional expenses up to $100 without prior approval.
• Firewall: Same UNITE HERE Local 25 internal firewall structure as Agreement 2, coordinated / independent staff.
• Confidentiality: Same as Agreement 1.
• Indemnification: Same as Agreement 1.
• Termination: Either party by written notice; reimbursement prorated.
• Notable: Latest executed agreement; signed by Director of Operations rather than President, unlike other UNITE HERE Local 25 agreement.

Agreement 5: SEIU Local 32BJ / Ricardo Campos

• Dated: March 17, 2026
• Union Signatory: Melissa Amernick, Chief of Staff, SEIU Local 32BJ
• Work Period: March 19, 2026 – June 16, 2026
• Services: Leading the Campaign’s engagement with labor unions; building partnerships to expand political support; securing endorsements; driving voter engagement for the

mayoral campaign; coordinating labor-driven field operations for outreach and mobilization. Works under sole supervision of the Campaign.

• Compensation: Campos works 80% of his time for the Campaign; reimbursement rate is $2,725.32/week representing 80% of weekly compensation and cell phone costs. Additional expenses up to $200 without prior approval (higher threshold than other Agreements).
• Firewall: SEIU Local 32BJ internal firewall; same "coordinated"/"independent" staff structure; references "SEIU-related PAC" rather than UNITE HERE-affiliated entities.
• Confidentiality: Same structure as other Agreements.
• Indemnification: Same as other Agreements.
• Termination: Either party by written notice; reimbursement prorated.
• Notable: Only agreement involving a different union (SEIU); only Agreement for part-time (80%) services; most specifically describes labor-focused political services; highest incidental expense threshold.

In addition, the FEP auditor reviewed several reimbursements by the Campaign issued to a "leased union /campaign worker, Adam Yalowitz, for campaign expenses in the amounts of $32,492.65, and another campaign worker, Samantha Miller, in the amount of $82,134.87.

Adam Yalowitz

The FEP auditor requested the Campaign to provide support documentation for the reimbursements. Upon review, the auditor has determined the documents to be insufficient to verify the expenditure. Only $6,908.37 was confirmed, which is a difference of $15,880.14. As of the June 10th Report, he received an additional $9,704.14. Additionally, Adam Yalowitz provided the auditor with the duplicative documents. He also submitted a credit card statement bearing the name of another person.

Samantha Miller

The FEP audit findings reflect that on March 18, 2026, the Campaign reimbursed, to Samantha Miller, a campaign worker, in the amounts of $23,953.91, on the April 10, 2026 report. A RFAI was issued on April 29, 2026, because the invoices and credit card bank statement information do not verify the $23,953.91 reimbursements to Samantha Miller.

The FEP audit findings reflect that on February 11, 2026, the Campaign reimbursed to Samantha Miller, a campaign worker, in the amounts of $10,219.05, on the January 31, 2026 through March 10, 2026 report. A RFAI was issued on April 15, 2026, because the invoices and credit card bank statement information do not verify the $10,219.05 reimbursements to Samantha Miller.

The FEP audit findings reflect that on February 11, 2026, the Campaign reimbursed, to Samantha Miller, a campaign worker, in the amounts of $47,961.91, on January 31, 2026 through March 10, 2026 report. A RFAI was issued on April 15, 2026, because the invoices and credit card bank statement information do not verify the $47,961.91 reimbursements to Samantha Miller.

The grand total of reimbursements, from the Campaign to Samantha Miller amount to $82,134.87.

In the connection with the Campaign's reimbursements to various unions for salaries for "leased" employees, the auditor noted the following:

1) The Campaign report for December 2025 - January 2026, for union worker Amanda Gomez, salary amount $2,193.00, per week, for a total of 9 weeks total equals $19,737.00. On December 31, 2025, the Campaign made a salary reimbursement payment to UNITE HERE Local 25, in the amount of $19,737.00, for the exact salary amount. Unite HERE Local 25 Invoice No. 24479 for salary reimbursement for Amanda Gomez's's salary for December 2025 and January 2026, for the rate of $19,737.00.

2) The Campaign report for February 2026 - March 2026, for union worker Amanda Gomez, salary amount $2,193.00, per week, for a total of 9 weeks total equals $19,737.00. The Campaign report for February 2026 - March 2026, for union worker Robert Wohl salary amount $2,068.72, per week, (contract starts March 1, 2026), for a total of 4 weeks total equals $10,343.60. The combined total for both was $30,080.60. On March 18, 2026, the Campaign made a salary reimbursement payment to UNITE HERE Local 25, in the amount of $31,399.87, which resulted in an overpayment in the amount of $1,319.27. UNITE HERE Local 25 Invoice No. 24478 for salary reimbursement for Amanda Gomez's's salary for January, February, and March, 2026, for the rates of $21,056.27 and $10,343.60, for a total of $31,399.87.

3) The Campaign report for April 2026 - May 2026, for union worker Amanda Gomez, salary amount $2,193.00, per week, for a total of 8 weeks total equals $17,544.00. The Campaign report for April 2026 - May 2026, for union worker Robert Wohl salary amount $2,068.72, per week, for a total of 8 weeks total equals $16,549.76. The combined total for both was $34,093.76. On May 7, 2026, the Campaign made a salary reimbursement payment to UNITE HERE Local 25, in the amount of $35,282.76, which resulted in an overpayment in the amount of $1,189.00. UNITE HERE Local 25 Invoice No. 24453 for salary reimbursement for Rob Wohl's salary for April and May for the rate of $16,549.76. UNITE HERE Local 25 Invoice No. 24452 for salary reimbursement for Amanda Gomez's's salary for April and May for the rate of $18,733.00.

4) The Campaign report for December 2025, for union workers, Adam Yalowitz, salary amount $3,509.32, per week, for a total of 5 weeks total $17,546.60, and for union

worker, Kimmon Williams, salary amount $1,540.19, per week, for a total of 5 weeks totals $7,700.95. The combined total amount for both was $25,247.55.

5) The Campaign report for January 2026, for union workers, Adam Yalowitz, salary amount $3,509.32, per week, for a total of 4 weeks totals $14,037.28, and for union worker, Kimmon Williams, salary amount $1,540.19, per week, for a total of 4 weeks totals $6,160.76. The combined total amount for both was $20,198.04.

6) The Campaign report for February 2026, for union workers, Adam Yalowitz, salary amount $3,509.32, per week, for a total of 4 weeks total $14,037.28, and for union worker, Kimmon Williams, salary amount $1,540.19, per week, for a total of 4 weeks totals $6,160.76. The combined total amount for both was $20,198.04.

7) The Campaign report for March 2026, for union worker Adam Yalowitz, salary amount $3,509.32, per week, for a total of 5 weeks totals $17,546.60.

8) Total payment for union workers salaries in 4,5,6, and 7 above equals $83,190.60. The Campaign made the following disbursements: March 17, 2026, $41,936.57, staff salary reimbursements to UNITE HERE, December 15, 2025, $10,965.00, staff salary reimbursements to UNITE HERE Local 25, December 31, 2025, $24,739.65, Rental Hours Reimbursements – Adam Yalowitz/Amanda Gomez (note Amanda Gomez was already paid for December 2025), December 15, 2025, $10,593.18, staff salary reimbursements to UNITE HERE, for a total reimbursement payment amount of $88,234.40, resulting in an overpayment in the amount of $5,044.44.

9) SEIU Local 32BJ Invoice in the amount of $10,901.33, for union worker Ricardo Campos, whose salary amount is $2,725.32, per week representing 80% of his work hours. Payment is for the period from March 19, 2026 - April 16, 2026, which is his salary.

10) Stemming from the $7,552.71 overpayment, the Campaign records reflect a $10,920 wire transfer from UNITE HERE from Bank America on December 16, 2025, to the Campaign (the first wire, for $10,965 failed and a charge of $45.00 was incurred). The result is a difference of $3,367.29, for which an RFAI was issued on June 3, 2026.

Reports Analysis and Audit Division (“RAAD”)

During this investigation, the RAAD auditor, assigned to Safe & Affordable DC, which is an independent expenditure committee, provided OGC with copies of the following:

1) Safe & Affordable DC - Independent Expenditure Committee Contributions Report for March, 2026.

2) Safe & Affordable DC - Single Independent Expenditure Committee Expenditures Report for March, 2026, April 2026, and May 2026.

3) FEC Form 3X – Report of Receipts and Disbursements for Workers Vote for February, 2026, March, 2026, and April, 2026, Federal Election Commission ("FEC").

4) RFAIs to Safe & Affordable DC, dated April 24, 2026 and May 14, 2026.

Safe & Affordable DC, registered with OCF on January 20, 2026, and is located at the same address as UNITE HERE Local 25, at 901 K Street, NW, Suite 200, Washington, D.C. 20001. Workers Vote, is a UNITE HERE Political Action Committee, an independent expenditure PAC, that is registered with the FEC.

The audit reports for March, 2026 reflect that Safe & Affordable DC received contributions in the amount of $200,000 from SEIU 32BJ and Workers Vote, as of March 10, 2026, as follows:

1) On March 2, 2026, SEIU 32BJ made a contribution to Safe & Affordable DC, in the amount of $100,000;

2) Oon March 2, 2026, Workers Vote made a contribution to Safe & Affordable DC in the amount of $100,000.

The audit reports reflect that the Safe & Affordable DC had single independent expenditures, exclusively for advertising in support of the Campaign, in the total amount of $613,012, as of May 13, 2026, as follows:

1) March, 2026 – payments to Bergman Zwerdling Direct in the amount of $73,786.69 for advertising for the Janeese for DC committee;

2) April, 2026 – payments to Bergman Zwerdling Direct, Canal Partners, Viewpoint Media LLC and DK Strategies in the amount of $273,167.42 for advertising for the Janeese for DC committee;

3) May, 2026 – payments to Bergman Zwerdling Direct, Canal Partners and Viewpoint Media LLC in the amount of $266,058.54 for advertising for the Janeese for DC committee.

The FEC reports reflect that the Workers Vote, a PAC for UNITE HERE, contributed to Safe & Affordable DC, and UNITE HERE Local 25, in the total amount of $507,031.11, which does not include UNITE HERE IU, as of April 30, 2026, as follows:

In Re: Janeese for DC – Docket No. OCF FI 2026-007

1) March 19, 2026, FEC Form 3x Report of Receipts and Disbursements for Other Than An Authorized Committee, Filing FEC-1970048, Schedule B, shows a contribution to Safe & Affordable DC on February 18, 2026, listed as a State Ind Exp Committee, in the amount of $100,000.00,

2) April 20, 2026, FEC Form 3x Report of Receipts and Disbursements for Other Than An Authorized Committee, Filing FEC-1954193, Schedule B, shows a contribution to UNITE HERE Local 25 on March 19, 2026, listed as a Staff salaries and benefits (non-IE), in the amount of $7,031.11,

3) April 20, 2026, FEC Form 3x Report of Receipts and Disbursements for Other Than An Authorized Committee, Filing FEC-1970048, Schedule B, shows a contribution to Safe & Affordable DC on March 25, 2026, listed as a State Ind Exp Committee, in the amount of $200,000.00,

4) May 20, 2026, FEC Form 3x Report of Receipts and Disbursements for Other Than An Authorized Committee, Filing FEC-1977638, Schedule B, shows a contribution to Safe & Affordable DC on April 24, 2026, listed as a State Ind Exp Committee, in the amount of $200,000.00.

Safe & Affordable DC, ceased responding to RFAIs issued on April 24, 2026 requiring cancelled contributor checks/credit card bank information for Workers Vote and 32BJ United ADF ("SEIU 32BJ") by May 2, 2026, and two (2) others issued on May 14, 2026 requiring receipts/invoices/contracts/statements of work for Bergmann Zwerdling, Canal Partners Media and Viewpoint after the OGC informed them that the Complaint has been filed. Safe & Affordable DC has also not responded to the OGC's inquiries.

Findings of Fact

Allegation No. 1 - January 31, 2026 and March 10, 2026 - Report of Receipts and Expenditures
The prevailing issue is the reimbursements for Adam Yalowitz and Samatha Miller that Gusto payments provide and whether an adequate breakdown of the Campaign's expenditures and payroll expenses, satisfy the auditor's review of the recorded documentation.

Allegation No. 2 - April 10, 2026 - Report of Receipts and Expenditures
The Campaign's bank statements reflect payment for salary reimbursement to UNITE HERE and Local 25.

Allegation No. 3 - Amended March 10, 2026 - Report of Receipts and Expenditures
The prevailing issue is whether the information which is not reflected on the report, is provided by the Campaign's reimbursements to the unions for the salaries of leased employees.

Allegation No. 4 - April 10, 2026 – Report of Receipts and Expenditures
The issue is resolved, because the information is reflected on an invoice from SEIU.

Allegation No. 5 - Safe & Affordable DC
The allegation is resolved. SEIU 32BJ contributed $100,000 to S&A DC on March 2, 2026.

Allegation No. 6 - Safe & Affordable DC and UNITE HERE Local 25 Share an Address
Safe & Affordable DC and UNITE HERE Local 25 share an address. Pursuant to Safe & Affordable DC's response from Kelsey Garantz, dated May 1, 2026, Benjamin (also known as Benjy) Cannon serves as a UNITE HERE Local 25 Communications Staffer, and was assigned to the "Independent Staff" under the Firewall Policy and is also working for Safe & Affordable DC, IEC. By and through Counsel, S&A DC admits they chose to use the same address as UNITE HERE Local 25 for convenience because, as noted, Mr. Cannon is working for both the S&A DC and UNITE HERE Local 25,

Allegation No. 7 - Workers Vote Contribution
Workers Vote made a total of three (3) contributions to Safe & Affordable DC, between February 18, 2026 and April 24, 2026, in the amount of $500,000. Workers Vote also made one (1) contribution to UNITE HERE Local 25, on March 19, 2026, in the amount of $7,031.11 for staff salaries and benefits (non-IE).

Allegation No. 8 - Reimbursement to Adam Yalowitz
On February 17, 2026, the Campaign reimbursed Adam Yalowitz a total of $22,788.51. As of June 10th Report, the Campaign reimbursed Adam Yalowitz, an additional $9,704.14, for a total of $ 32,492.65. A RFAI was issued by OCF on April 15, 2026, for the January 31, 2026 - March 10, 2026, Report requesting documents to verify the reimbursement payments. A second RFAI was issued on April 30, 2026, for a full credit card statement and invoices to support the Campaign's reimbursement payments. The Campaign failed to provide adequate records and only provided partial records. A bank statement for an unknown person was submitted to support some of the reimbursements made to Adam Yalowitz. This issue remains unresolved. The Campaign is in noncompliance due to the use of a personal credit card for Campaign expenditures which resulted in a total reimbursement of $32,492.65, as of the date of this review.

Allegation No. 9 - Use of Official Campaign Photos on Safe & Affordable DC Mass Mailer
The link in the Complaint at Fn 3, was reviewed and it appears to be the same photograph used by the Campaign.

Allegation No. 10 - Janeese Lewis George's Participation in Fair Elections Program
Janeese Lewis George is a participating candidate in the FEP administered by DC Office of Campaign Finance and was certified on January 8, 2026.

Allegation No. 11 - Rental and Additional Payroll Expenditures
On January 20, 2026, the Campaign signed a lease for office space, for the address 1436 U Street, NW, Washington, D.C. 20009. On December 15, 2025, the Campaign address was listed as 5921 2nd Place NW, Washington, D.C. 20011. Per Bill, did the campaign submit a change of address?

Allegation No. 12 - Shared Office Space and In-Kind Contribution by Local 25 – 901 K Street, NW, Suite 200, Washington, D.C.
The investigation did not reveal that UNITE HERE Local 25 and the Campaign shared an address.

Allegation No. 13 - Shared Office Space Operation between the Campaign and Safe & Affordable DC – 901 K Street, NW, Suite 200, Washington, D.C.
The investigation did not reveal that Safe & Affordable DC and the Campaign shared an address.

Allegation No. 14 – Safe & Affordable DC's Operation and Expenditures before Registration as an independent expenditure committee
There is no documentation to support Safe & Affordable DC was operating and spending funds as early as December 19, 2025.

Allegation No. 15 - Shared Office Space and Operation Before Registration as a FEP Committee – 901 K Street, NW, Suite 200, Washington, D.C.
Based on the audit review, OGC has no evidence to support the Campaign and Safe & Affordable DC's operation from the same address.

Additional Findings of Fact

The investigation revealed that the Campaign reimbursed Samantha Miller, a campaign worker, in three separate transactions: $23,953.91 on March 18, 2026, reported on the April 10, 2026 report; $10,219.05 on February 11, 2026, reported on the January 31, 2026 through March 10, 2026 report; and $47,961.91 on February 11, 2026, also reported on the January 31, 2026 through March 10, 2026 report, a total of $82,134.87, for Campaign expenditures made on a personal credit card.

The investigation revealed that the firewall is insufficient for several reasons. S&A DC maintains no firewall policy of its own and produced no written procedures identifying independent-side personnel. S&A DC asserts that it relied exclusively on the UNITE HERE Firewall Policy for 2026 District of Columbia Elections. The UNITE HERE firewall contains no training requirements, no monitoring, no audits, no staff certifications, no breach procedures for Union staff, and no timestamped implementation evidence. The firewall allows senior officials to supervise both independent and coordinated operations and allows Supporting Staff to work for both sides without structural safeguards. The firewall contains no physical or digital separation requirements, including no separate offices, servers, email systems, Slack channels, databases, or password-protected access. The firewall includes detailed requirements for vendors, but none for Union staff, creating a structural gap. S&A DC admits that Benjamin Cannon, a UNITE HERE communications staffer, worked simultaneously for the Union and S&A DC as "Independent Staff." S&A DC provides no evidence that Cannon received firewall training, had restricted access, or was subject to monitoring or compliance procedures. S&A DC relies solely on Cannon's self-attestation that he "followed the Firewall Policy," which is insufficient to demonstrate compliance. S&A DC admits that S&A DC and UNITE HERE Local 25 share the same business address, and the firewall contains no physical separation requirements.

Moreover, the Campaign admits it did not review, verify, or evaluate the Union's firewall. It merely "ascertained" that a firewall existed. The Campaign further admits that firewall requirements were incorporated into the employee leasing agreements, demonstrating that the firewall was not preexisting. The Campaign acknowledges that leased employees remained full-time employees of their unions, including:

- Adam Yalowitz (UNITE HERE International / Local 25)
- Kimmon Williams (UNITE HERE International)
- Amanda Gomez (Local 25)
- Richard Campos (SEIU 32BJ)

The Campaign admits that Yalowitz has "long been detailed to work for Local 25," confirming he had long-standing access to union political strategy and nonpublic information. The Campaign admits leased employees remained on union payrolls and retained union benefits, confirming they remained embedded in union structures. The Campaign does not claim that it monitored the firewall, verified compliance, restricted access, trained staff, or audited communications. The Campaign argues Campos was not a "common employee" at the time of a contribution to S&A DC. However, Campos was a long-term SEIU 32BJ employee; retained access to union structures; was seconded to the Campaign; remained on union payroll, and maintained ties to union leadership. These facts confirm that Campos, like Yalowitz, could not be "walled off" by a paper firewall.

In addition, Yalowitz's statement that he communicated only with volunteers or coordinated staff is unsupported by structural evidence and cannot rebut the presumption. The firewall states it "will be in place through June 16, 2026," but contains no evidence of adoption date, training date, staff assignment date, or implementation date. No evidence shows the firewall prevented information flow.

Conclusions of Law

1) Coordination and Rebuttable Presumption

Under D.C. Code Section 1-1161.01(10B) (A), (A) "coordinate" or "coordination" means to take an action, including making a contribution or an expenditure:

(i) At the explicit or implicit direction, request, or suggestion of a public official, a political committee affiliated with a public official, or an agent of a public official or a political committee affiliated with a public official; or

(ii) In cooperation, consultation, or concert with, or with other material involvement of a public official, a political committee affiliated with a public official, or an agent of a public official or a political committee affiliated with a public official.

(B) There shall be a rebuttable presumption that a contribution or an expenditure is coordinated with a public official, a political committee affiliated with a public official, or an agent of a public official or a political committee affiliated with a public official, if:

(i) The contribution or expenditure is made based on information that the public official, political committee affiliated with the public official, or an agent of a public official or a political committee affiliated with a public official, provided to the particular person making the contribution or expenditure about its needs or plans, including information about campaign messaging or planned expenditures;

(ii) The person making the contribution or expenditure retains the professional services of a person who also provides the public official, political committee affiliated with the public official, or an agent of a public official or a political committee affiliated with a public official, with professional services related to campaign or fundraising strategy;

(iii) The person making the contribution or expenditure is a political committee, political action committee, or independent expenditure committee that was established or is or was staffed in a leadership role by an individual who:

(I) Works or previously worked in a senior position or in an advisory capacity on the public official's staff or on the public official's principal campaign committee; or

(II) Who is a member of the public official's immediate family; or

(iv) The contribution or expenditure is made for the purpose of financing, directly or indirectly, the election of a candidate or a political committee affiliated with that candidate, and that candidate has fundraised for the person making the expenditure.

Pursuant to 3 D.C.M.R. Section 4209.8, in determining whether an expenditure is independent, the Director may consider, but not limited to, the following factors:

(a) Whether the person or entity making the expenditure is also a current or former agent of a candidate;

(b) Whether any person authorized to accept receipts or make expenditures for the person or entity making the expenditure is also a current or former agent of a candidate;

(c) Whether a candidate has authorized, requested, suggested, fostered, or otherwise cooperated in any way in the formation or operation of the person or entity making the expenditure;

(d) Whether the person or entity making the expenditure has been established, financed, maintained, or controlled a political committee authorized by the candidate;

(e) Whether the candidate shares or rents space for a campaign-related purpose with or from the person or entity making the expenditure;

(f) Whether the candidate has solicited or collected funds on behalf of the person or entity making the expenditure, during the same election cycle in which the expenditure is made;

(g) Whether the candidate, or any public or private office held or entity controlled by the candidate, including any governmental agency, division, or office, has retained the professional services of the person making the expenditure, or a principal member or managerial employee of the entity making the expenditure, during the same election cycle in which the expenditure is made; and

(h) Whether the candidate and the person or entity making the expenditure have each consulted or otherwise been in communication with the same third party or parties, if the candidate knew or should have known that the candidate's communication or relationship to the third party or parties would inform or result in expenditures to benefit the candidate.

Based upon a thorough review of the Complaint, Supplemental Complaint, responses to the Complaint, responses to questions from the OCF, audit records and supporting documentation, the OGC reached a determination, that there was coordination between the Campaign, the unions UNITE HERE International Union, (IU), UNITE HERE Local 25, SEIU Local 32BJ, Workers Vote (an independent expenditure PAC affiliate of UNITE HERE) and S&A DC, an independent expenditure committee.

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, UNITE HERE IU, UNITE HERE Local 25, SEIU Local 32BJ, Workers Vote and S&A DC, an independent expenditure committee engaged in coordination, as defined under the statute.

Moreover, based upon the vast accumulation of circumstantial evidence, the Campaign, UNITE HERE IU, UNITE HERE Local 25, SEUI Local 32BJ, Workers Vote and S& A DC, an independent expenditure committee, cannot sustain its burden to rebut the presumption of coordination through evidence proffered in the form of an undated, unsigned firewall policy established in a document entitled "UNITE HERE, Local 25, and Local 23 "Firewall" Policy for 2026 District of Columbia".

In the facts at hand, a presumption of coordination can be established, in light of the fact that there are five (5) Agreements, for "leased" full time employees, Adam Yalowitz, Amanda Gomez, Kinnon Williams, Robert Wohl, and one less than full time employee, Ricardo Campos. These full-time employees and a part time employee are on the payroll of the unions UNITE HERE IU, UNITE HERE Local 25, and SEIU Local 32BJ. The five (5) individuals with Agreements are "leased" by their respective union to work for the Campaign. Pursuant to the terms of the Agreement, the Campaign is responsible for the reimbursement of their salaries, to the respective union. The five (5) Agreements are not signed by the "leased" employee, and undated and unsigned the Firewall Policy of UNITE HERE is lacking.

Under the Campaign Finance Act, D.C. Code § 1 1161.01(10B), an expenditure is considered "coordinated" when it is made at the explicit or implicit direction, request, suggestion, cooperation, consultation, or material involvement of a candidate, a political committee affiliated with the candidate, or an agent of either. The statute further establishes a rebuttable presumption of coordination when objective indicators of information sharing, overlapping personnel, or shared strategic resources are present.

To rebut the presumption of coordination, the person or committee making the expenditure must produce affirmative, credible, and contemporaneous evidence demonstrating that the expenditure was made independently, without the involvement, knowledge, or influence of the candidate or any agent of the candidate. Federal campaign finance doctrine requires that any firewall used to rebut a presumption of coordination must be written, preexisting, implemented, distributed, enforced, and supported by operational evidence showing that information flow was actually prevented. See FEC Advisory Opinion 2011 12 (Majority PAC); AO 2003 12 (MoveOn.org); AO 2007 05 (Iverson).

In Shays v. FEC, 414 F.3d 76, 98–100 (D.C. Cir. 2005), the D.C. Circuit held that firewalls must be real, credible, and functional, not theoretical or self-asserted. A firewall must include:

a) Preexisting implementation

b) Actual enforcement
c) Structural separation
d) No overlapping personnel
e) No access to nonpublic strategic information

Courts evaluating separation of knowledge claims in analogous contexts have held that separation must be functional, not merely asserted: Pruitt Health–Virginia Park, LLC v. NLRB, 888 F.3d 126, 135–36 (D.C. Cir. 2018); NLRB v. Herbert Halperin Distribution Corp., 826 F.2d 287, 290–91 (4th Cir. 1987); SSC Mystic Operating Co., LLC v. NLRB, 801 F.3d 302, 310–11 (D.C. Cir. 2015). Under these standards, a firewall or separation protocol must be credible, documented, and operational to rebut a presumption of coordination. Assertions of compliance, self-serving statements, or after the fact characterizations are insufficient as a matter of law.

The UNITE HERE Local 25 Union's firewall is legally insufficient. The Union's firewall lacks training, monitoring, enforcement, physical separation, digital separation, staff certifications, and timestamped implementation. Under Shays, such a firewall is insufficient as a matter of law. The firewall permits senior officials and Supporting Staff to work across both independent and coordinated operations, violating the requirement of no overlapping personnel. The firewall contains no structural safeguards, contrary to AO 2011 12, AO 2007 05, and MUR 5684.

S&A DC's admissions confirm the firewall was not enforced. S&A DC admits Cannon worked simultaneously for the S&A DC and the UNITE HERE Local 25, and provides no evidence of training, access restrictions, or monitoring. This is incompatible with a functioning firewall under FEC v. Christian Coalition, 52 F. Supp. 2d 45 (D.D.C. 1999). S&A DC admits the S&A DC and UNITE HERE Local 25 share an address, and the firewall contains no physical separation requirements. Shared office space without structural safeguards is evidence of coordination under MUR 5684 (The Media Fund).

The Campaign's admissions confirm the firewall was not preexisting or verified. The Campaign admits it never reviewed the firewall and merely "ascertained" its existence. This is legally insufficient under AO 2011 12. The Campaign admits the firewall requirements were incorporated into the lease agreements, proving the firewall was not preexisting, violating Shays. The Campaign admits leased employees remained union employees with long standing political roles, defeating any claim of functional separation under Pruitt Health, Halperin, and SSC Mystic.

The Presumption of coordination remains unrebutted. Neither S&A DC nor the Campaign has produced affirmative evidence sufficient to rebut it. The Union's firewall is not credible, not enforced, and not capable of preventing information flow. The presumption of coordination under D.C. Code § 1 1161.01(10B) therefore remains unrebutted.

The five (5) "leased" employees, high level experienced union personnel, who hold robust research and communication roles are embedded in the Campaign, while affiliate PACs for their respective unions simultaneously fund independent expenditure committees.

Specifically pursuant to S&A DC's March 10, 2026 Report, contributions were made on March 2, 2026 by SEIU Local 32BJ and Workers Vote, in the amount of $100,000 each to S&A DC. Pursuant to its May 10, 2026, single expenditure report, S&A DC, expended an aggregate amount of $613,012, exclusively on ads for the Campaign.

The five (5) leased union employees, who work for the Campaign, pursuant to an unsigned Agreement, without an enforceable firewall, are inextricably intertwined with UNITE HERE, affiliate Workers Vote, an independent expenditure PAC, who along with SEIU Local 32BJ, make lavish contributions to S&A DC, resulting in expenditures in support of the Campaign in the amount of $1.09 million per the forthcoming June 10, 2026 S&A DC Report, based on information submitted by Kelsey Garantz, Treasurer of S&A DC.

The union, UNITE HERE Local 25 and S&A DC, the independent expenditure committee share the same physical location at 901 K Street, Suite 200,NW, WDC along with the same public relations person, Benjamin Cannon, a common employee, for UNITE HERE Local 25 and S&A DC. Benjamin Cannon was an "independent" staff, pursuant to the Firewall Policy of UNITE HERE. The Campaign, the "leased" employees, S&A,DC are all represented by the attorneys in the law firm. S&A, DC, the independent expenditure committee shares the same "Firewall" Policy with UNITE HERE Local 25. Some of the Agreements for the "leased" employees were not in place at the inception of their employment with the Campaign. One of the "leased" employees began to communicate with the Campaign before it registered and before the Agreement was in place. The UNITE HERE Local 25 and Local 23 Firewall Policy relied upon by the Campaign, UNITE HERE Local 25 and S&A,DC is illusory, impossible to implement and enforce and insufficient to prohibit the flow of information. Thus, the firewall is virtually non-existent.

The unsigned Agreements and undated, written UNITE HERE Local 25 and Local 23, "Firewall" Policy (Firewall Policy) are insufficient to create an adequate firewall to prevent the flow of information between the "leased" union workers, the Campaign, the PACs and the independent expenditure committees. Thus, it defies logic and credulity that the presumption of coordination can be successfully rebutted. Entanglement between "leased" union workers, the Campaign and super PACs and independent expenditure committees support to the Campaign based upon knowledge supplied by shared high level union employees are insurmountable evidence of coordinated activities and supports the OFC's presumption of coordination.

2) Impermissible Expenditure

Under D.C. Official Code § 1-1163.08(a), 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 and shall deposit any contributions received by the committee or candidate into that account or accounts. No expenditures may 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 subsection (b) of this section. Under D.C. Official Code § 1-1163.08(b), a committee or candidate may maintain a petty cash fund out of which may be made expenditures not in excess of $50 to any person in connection with a single purchase or transaction. A record of petty cash receipts and disbursements shall be kept in accordance with requirements established by the Campaign Finance Board, and statements and reports of expenditures shall be furnished to the Director of Campaign Finance as it may require.

Pursuant to this investigation, the Campaign reimbursed Adam Yalowitz, a total of $32,492.65 for Campaign expenditures made through his personal credit card, rather than by the Campaign's debit card or check drawn from the Campaign's designated depository account payable to the person to whom the expenditure was being made, as required by D.C. Official Code § 1-1163.08(a). The amount of $32,492.65 far exceeds the $50 petty cash exception under D.C. Official Code § 1-1163.08(b), which is the sole exception to the depository account requirement. The Campaign's reimbursement of Yalowitz through Gusto and ACH wire does not cure the violation. The violation occurred at the moment the expenditure was made through a personal credit card rather than by the Campaign's debit card or check drawn from the Campaign's designated depository account. The Campaign is therefore in violation of D.C. Official Code § 1-1163.08(a) with respect to the reimbursement of $32,492.65 to Adam Yalowitz.

The Campaign reimbursed Samantha Miller for Campaign expenditures made through her personal credit card rather than by check drawn from the Campaign's designated depository account payable to the person to whom the expenditure was being made, as required by D.C. Official Code § 1-1163.08(a). The Campaign reimbursed Miller in three separate transactions in the amounts of $23,953.91, $10,219.05, and $47,961.91, aggregating to $82,134.87. Each amount far exceeds the $50 petty cash exception under D.C. Official Code § 1-1163.08(b), which is the sole exception to the depository account requirement. The Campaign's reimbursement of Miller does not cure the violation. The violation occurred at the moment each expenditure was made through a personal credit card rather than by check drawn from the Campaign's designated depository account. Each reimbursement transaction constitutes a separate violation of D.C. Official Code § 1-1163.08(a). The Campaign is therefore in violation of D.C. Official Code § 1-1163.08(a) with respect to each of the three reimbursements made to Samantha Miller in the amounts of $23,953.91, $10,219.05, and $47,961.91.

In view of the evidence uncovered, the representations of Independent Expenditures have been invalidated and are therefore treated as contributions.

Recommendation

In view of the foregoing and information included in the record, **I HEREBY RECOMMEND** that the Director impose a fine of $16,000.00 against Janeese Lewis George, Julia Anne Howell and the Janeese for DC Fair Elections Committee, for the following violations:

For a violation of D.C. Official Code § 1-1163.08(a) - Reimbursing a staffer for payment of an expenditure that was paid by a personal credit card not affiliated with the depository for the candidate nor committee and 3DCMR §3711.2(v);
$4,000.00 Making an Expenditure in excess of the expenditure limitations;

$4,000.00 for a violation of 3 DCMR §3711.2(l) - Accepting contributions in excess of the contribution limits;

$4,000.00 for a violation of 3 DCMR 3711.4(y) - Failing to comply with the Fair Elections requirements;

$4,000.00 for a violation of 3 DCMR 3711.4(aa) - Making expenditures for any purpose prohibited under § 4209.

I FURTHER RECOMMEND that the Director impose a fine of $4,000 against Safe & Affordable DC, an independent expenditure committee, for the following violation:

$ 4,000 for a violation of 3 DCMR Section 3711(m) – Making a contribution in excess of contribution limitations.

_June 12, 2026____ _/s/ William O. SanFord___________
Date
William O. SanFord
General Counsel

Order

Based upon the foregoing Findings of Fact and Conclusions of Law, it is this the 12th day of June 2026:

IT IS ORDERED, that Janeese Lewis George, Julia Anne Howell and the Janeese for DC, Fair Elections Committee is hereby fined $16,000.00 for the following violations:

In Re: Janeese for DC – Docket No. OCF FI 2026-007

For a violation of D.C. Official Code § 1-1163.08(a) - Reimbursing a staffer for payment of an expenditure that was paid by a personal credit card not affiliated with the depository for the candidate nor committee and 3DCMR §3711.2(v);

$4,000.00 Making an Expenditure in excess of the expenditure limitations;

$4,000.00 for a violation of 3 DCMR §3711.2(l) - Accepting contributions in excess of the contribution limits;

$4,000.00 for a violation of 3711.4(y) - Failing to comply with the Fair Elections requirements;

$4,000.00 for a violation of 3711.4(aa) - Making expenditures for any purpose prohibited under § 4209.

IT IS FURTHER ORDERED, that Safe & Affordable DC, an independent expenditure committee, hereby be fined $4,000.00 for the following violation:

$ 4,000 for a violation of 3 DCMR Section 3711(m) – Making a contribution in excess of contribution limitations.

June 12, 2026	*/s/ Cecily E. Collier-Montgomery*
Date	**Cecily E. Collier-Montgomery** **Director**

CERTIFICATE OF SERVICE

This is to certify that I have served a true copy of the foregoing Order on Jessica Robinson Esq, by email at Trister, Ross, Schadler & Gold, PLLC jrobinson@tristerross.com, the Honorable Janeese Lewis George by email at info@janeesefordc.com and Julia Anne Howell Treasurer by email at jhowellbarros@gmail.com and Joe Steinberg by email at <jsteinberg@tristerross.com> on this the 12th day of June, 2026.

_/s/ William O. SanFord________
William O. Sanford
General Counsel

NOTICE

Any party adversely affected by any Order of the Director may: (1) file a Motion for Reconsideration (Motion) with OCF within five (5) days after receipt of an Order, provided that, relevant evidence was omitted from consideration at hearing (3DCMR §3709.13)(May 2015); or obtain review of the Order by filing a request for a **hearing de novo** with the Board of Elections within fifteen (15) days from the date of issuance of an Order. Any fine imposed by the Director, pursuant to 3DCMR §3711.2, shall become effective on the 16th day following the issuance of a decision and order (3DCMR§3711.6); provided that, the Respondent does not request a **hearing de novo**, pursuant to 3DCMR §3709.11. Fines imposed shall be paid within ten (10) days of the effective date of the issued Order of the Director. Make a payment by check or money order payable to the District of Columbia Treasurer. Send payment to the Office of Campaign Finance, 1015 Half Street, SE, Suite 775, Washington, D.C. 20003.

Exhibit 2

Kevin Sobkoviak
2804 Sherman Ave, NW #B
Washington, DC 20001

April 21, 2026

The Office of Campaign Finance
Cecily E. Collier-Montgomery, Director
William O. Sanford, General Counsel
1015 Half Street, SE, Suite 775
Washington, DC 20003

RE: Complaint and Request for Investigation for Campaign Finance Violations by Janeese Lewis George (a candidate for Mayor of the District of Columbia), Janeese for DC (the candidate's principal campaign committee), Safe and Affordable DC (a DC independent expenditure committee), UNITE HERE Local 25 (a local labor union), and/or SEIU 32BJ (a labor union).

Dear Director Collier-Montgomery and Attorney Sanford:

This letter serves as a formal campaign finance complaint and request for investigation of mayoral candidate Janeese Lewis George, her candidate committee, Janeese for DC, UNITE HERE Local 25, a local labor union, SEIU 32BJ, a labor union, and/or Safe and Affordable DC, an independent expenditure committee registered with and reporting to the DC Office of Campaign Finance that is supporting Janeese Lewis George's candidacy. These entities, acting either directly or through their respective agents, are engaging in concerted coordinated activity that flaunts District campaign finance laws and regulations. Purported independent expenditures made by Safe and Affordable DC are, in fact, coordinated through numerous shared and liaised employees and donors, as explained below, and are therefore impermissible and excessive donations to the Janeese Lewis George's campaign, if not direct violations of laws regulating campaign and independent expenditure activities.

<u>Background and Statement of Facts</u>

1. In Janeese for DC's ("JFDC") January 31 campaign finance report and initial March 10 report, the campaign sought to conceal the names of individuals on their payroll by using the third-party payroll processor Gusto (a service similar to ADP or Paychex) and failed to report the names, addresses and roles of individuals on their payroll or otherwise working for the campaign. On JFDC's original January 31 and March 10 reports, more than $300,000 in disbursements were run through Gusto. $215,073.44 was for payroll and payroll-related expenses. The people whose salaries/compensation were paid were completely concealed from disclosure. Another $93,350.60 was paid to Gusto for other expenses; the eventual recipient(s) of those funds remains concealed to this day.

2. No individuals, in particular Adam Yalowitz and Amanda Michelle Gomez, campaign manager and spokesperson for JFDC, respectively, were paid directly by the campaign. All payments went through Gusto and therefore JFDC's campaign employees were not disclosed. Two of JFDC's top campaign staffers are currently employees of UNITE HERE Local 25 ("Local 25") - Adam Yalowitz and Amanda Michelle Gomez. Instead of JFDC paying them directly, both remain on the payroll of Local 25. JFDC is reimbursing Local 25 to cover their salaries, taxes, benefits, etc. as indicated on April 10 finance report filed by JFDC.

3. After at least one journalist inquired with the JFDC campaign about Gusto, the campaign amended their March 10 report. Individual employees and salary payments were subsequently added to the report, while payments to Gusto for payroll tax remained. Adam Yalowitz and Amanda Michelle Gomez, however, remain concealed. They do not appear on the report, despite working for the JFDC campaign while on Local 25's payroll. Reports[1] filed with the Department of Labor confirm that Adam Yalowitz and Amanda Michelle Gomez are employees of Local 25.

4. JFDC's April 10 report follows the same pattern as the amended March 10 report. On page 210 of the April 10 report, two "UNITE HERE Staff Salary Reimbursement" payments are disclosed - one for $41,936.57 and another for $31,399.87, significant sums for relatively short reporting periods and the generally modest salary of union employees. As well, on page 217 of the April 10 report, a payment of $10,901.33 for "SEIU 32BJ staff salary reimbursement" is reported. It cannot be determined who the 32BJ employee(s) is/are, as no names have been disclosed on any OCF report.

5. It is of importance to note that SEIU 32BJ is a top contributor to the "Safe and Affordable DC" independent expenditure committee, which is fully supporting Janeese Lewis George's candidacy for mayor. Campaign finance disclosures demonstrate that SEIU 32BJ contributed $100,000 to Safe and Affordable DC on or about March 2, 2026.

6. Safe and Affordable DC maintains its official address at the same exact office as UNITE HERE Local 25's offices, which is 901 K Street, NW, Suite 200, Washington, DC 20001. Further cementing the relationship between Safe and Affordable DC and Local 25 is at least one shared employee: Benjy Cannon, who serves as a press aide to both.

7. Additionally, Workers Vote is a main contributor to Safe & Affordable DC. Workers Vote is the SuperPAC of the national UNITE HERE union[2]. In coordinated fashion, Workers Vote *also* contributed $100,000 to Safe and Affordable DC on March 2, 2026 (the same contribution date and amount as 32BJ).

8. Perhaps peripheral but notable nonetheless, reports show that JFDC campaign reimbursed an individual by the name of Adam Yalowitz, a Local 25 employee, $22,778.00 for

'campaign materials.' According to public records, Yalowitz's 2024 annual salary was merely $55,000 per year, begging the question of whether Yalowitz was actually the one being reimbursed, or whether it was his employer union or another third party. Furthermore, how would an individual be able to spend such impressive funds on campaign materials for a Fair Elections candidate?

9. Safe and Affordable DC has already produced one or more mass-mailers[3] which utilized one of JFDC's official campaign photos on the piece, which is clear evidence of collusion, or at least willful disregard for rules.

10. Janeese Lewis George is a participating candidate in the Fair Elections Program, the hallmark taxpayer-funded public financing program administered by the DC Office of Campaign Finance.

In an attempt to prevent the public from seeing the clear connection and coordinated activity between her campaign and Safe and Affordable DC, Janeese Lewis George's campaign has demonstrated a concerted effort to conceal individuals and parties to whom payments were made. Today, we still do not know who is being paid through the reimbursements to Local 25 and SEIU 32BJ, though press reports cite Yalowitz and Gomez as senior campaign officials and both are employed by Local 25. I cannot stress enough that these individuals remain concealed by the campaign. Furtive behavior merits immediate investigating.

What we do know with certainty is that JFDC campaign officials work for Local 25, that Local 25 houses an independent expenditure committee supporting Janeese Lewis George, that there are indications of potential prohibited coordination, and that the public is unaware of these connections despite its lawful right to know.

Furthermore, the willful furtive behavior demonstrated by JFDC should raise red flags and warrants a complete audit of all financial activities, a review of contractual agreements between the campaign and Local 25 and 32BJ, an inspection of campaign communications to determine that there has been no coordination, and, as is a best practice of professionally run campaigns, evidence that JFDC has signed agreements with senior staff prohibiting them from coordinating with IEs, PACs, other similar parties and, with regard to Yalowitz and Gomez, their current employer, Local 25.

Applicable Law

It should go without saying that in order for an independent expenditure to be an expenditure which is independent, it must ***not*** be made in coordination with the candidate it is supporting/opposing or any of that candidate's agents (which can be common employees/vendors and/or even the candidate committee itself). The law regarding this topic is clear, and the burden to prove coordination is not occurring has fully shifted to Janeese Lewis George, her campaign committee, Janeese for DC, and their supporting independent expenditure committee, Safe and Affordable DC.

Jurisdiction is Proper: Under DC Code Section § 1–1163.03, Powers of Director of Campaign Finance, the DC Office of Campaign Finance has full power and authority to investigate allegations of campaign finance violations, issue subpoenas, conduct investigative hearings and issue fines and penalties in the enforcement of DC campaign finance laws and regulations.

Fair Elections Program: Candidates participating in the Fair Elections Program are prohibited from receiving corporate or labor union contributions. On January 4, 2026 Janeese Lewis George signed the "Fair Elections Program Affidavit of Candidate and Treasurer" (form OCF-FEP2), agreeing to abide by the requirements of the Fair Elections Program and promising to accept only contributions from individuals.

Definition of Independent Expenditure: DC Code § 1-1161.01(28A) defines an independent expenditure as: "an expenditure that is made for the purpose of promoting or opposing: (i) The nomination or election of a candidate; (ii) A political party; or (ii) Any initiative, referendum, or recall; [which is] (B) Not controlled by or coordinated with: (i) Any public official ; (ii) Any agent of a public official, including a political committee; and (C) Not a contribution to a political committee, political action committee, or candidate. A public official includes candidates for public office. DC Code § 1-1161.01(47).

By definition, Janesse Lewis George is both an elected official and a candidate for mayor. As employees of both Local 25 *and* officials/workers for JFDC, Adam Yalowitz and Amanda Michelle Gomez are by definition agents of both entities.

Definition of Coordination: From here, we must look to the definition of "coordination." Under DC Code § 1-1161.01(10B)(a), "Coordinate" or "coordination" means to take an action, including making a contribution or an expenditure: (i) At the explicit or implicit direction, request, or suggestion of a public official, a political committee affiliated with a public official, or an agent of a public official including a political committee affiliated with a public official; or (ii) In cooperation, consultation, or concert with, or with other material involvement of a public official, a political committee affiliated with a public official, or an agent of a public official or a political committee affiliated with a public official."

Rebuttable *Presumptions* of Coordination: Under DC law, there are numerous (rebuttable) presumptions in which an expenditure is deemed coordinated, including: the expenditure is based on information provided to the particular person making the expenditure; the expenditure is based on the candidate's explicit or implicit suggestions, needs, wants, directions, etc.; there is a ***common*** consultant, agent, person working in a leadership role, vendor, or family member liaising between the public official (or their campaign) and the person making the expenditure (that is, Local 25 by making contributions and Safe and Affordable DC by making expenditures).

Finally, engaging in fundraising solicitation by the candidate for the committee also constitutes a rebuttable presumption of coordination. See DC Code § 1-1161.01(10B)(B)(i-iv).

Janeese Lewis George has campaign workers who are employed by Local 25, which shares an office with Safe and Affordable DC. Safe and Affordable DC, then, is accepting unlimited contributions and spending unlimited sums while maintaining coordinated intermediaries between Janeese Lewis George and her campaign.

Conclusion

Janeese Lewis George, her campaign, Janeese for DC, UNITE HERE Local 25, SEIU 32BJ, and Safe and Affordable DC should all be investigated for their coordinated collusion in violation of DC's campaign finance laws.

- There are common employees working for both Local 25 – a major donor to Safe and Affordable DC – and JFDC, Janesse Lewis George's campaign. The same is true of 32BJ.
- Safe and Affordable DC shares office space at the exact same address, as well as staff and strategic objectives, with Local 25.
- JFDC conceals and obfuscates this connection by not disclosing who they are paying/reimbursing at Local 25 by using a third-party vendor to process payroll and/or by omitting staff from campaign finance reports and, instead, reimbursing Local 25 directly.
- Coordinated independent expenditures are violative of DC's campaign finance regulatory scheme. The public policy behind these laws is to prevent actual and apparent corruption in our candidates and elected officials, who must serve the public trust.
- If Safe and Affordable DC's expenditures are indeed coordinated with Janeese Lewis George's campaign, then they constitute impermissible and excessive contributions to her campaign, quite likely in a quid pro quo exchange for current or future official acts.
- The public, press, regulators, and law enforcement agencies are in the dark regarding the identities of at least three different JFDC staffers.

For the foregoing reasons, I respectfully request that the District of Columbia Office of Campaign Finance fully investigate these matters and initiate an enforcement action. As well, inform any other regulatory or law enforcement agencies who have jurisdiction over any potential violations of law or regulatory statutes. Thank you for your attention to this investigative request.

In addition to the citations, below, I can provide all supporting documents upon request.

Sincerely,

[signed hardcopy delivered by USPS]

Kevin Sobkoviak

Citations:

[1] https://olmsapps.dol.gov/query/orgReport.do?rptId=937902&rptForm=LM2Form
https://olmsapps.dol.gov/query/orgReport.do?rptId=912430&rptForm=LM2Form

[2] https://unitehere.org/about-unite-here-pacs/

[3] Safe and Affordable mailer: https://x.com/WashDC4all/status/2031795707267403809 (Hard copy image can be provided, on request.)
JFDC official campaign photo gallery image:
https://www.flickr.com/photos/204438725@N08/55158466023/in/album-72177720332628322
JFDC official campaign photo gallery image:
https://www.flickr.com/photos/204438725@N08/55158526749/
The official JDFC photo gallery is linked on JFDC campaign page under the “Get Involved” tab, here: https://janeesefordc.com/

Exhibit 3

---------- Forwarded message ---------
From: **Sanford, William (OCF)** <william.sanford@dc.gov>
Date: Fri, Apr 24, 2026 at 6:31 PM
Subject: Complaint and Request for an Investigation
To: info@janeesefordc.com <info@janeesefordc.com>
CC: Collier-Montgomery, Cecily (OCF) <cecily.collier-montgomery@dc.gov>, Coleman, Renee (OCF) <renee.coleman@dc.gov>, Jackson, Erick (OCF) <erick.jackson@dc.gov>, Williams, Wesley (OCF) <wesleyw.williams@dc.gov>

Good afternoon, Council Member Lewis-George,

The Office of Campaign Finance has acknowledged receipt of the attached Complaint and Request for Investigations which was received on today's date April 24, 2026.
Accordingly, the Office of Campaign Finance (OCF) has commenced an investigation to determine whether any violations of the Campaign Finance Act have occurred.

Pursuant to the receipt of the allegations, you may provide the responses you deem appropriate.

However, as in all inquiries of this nature, the details of OCF's activity regarding this matter will remain confidential until completion of the investigation.
If you have any questions, please contact me via this email address or at (202) 671-0549. To avoid any misunderstanding, OCF request that you provide your response(s) to the allegations on or before Friday, May 1, 2026. Any responses you submit regarding this matter should include Docket Numbers OCF FI 2026- 007. Thank you for your cooperation.

William O. SanFord
General Counsel
Office of Campaign Finance

Exhibit 4

LAW OFFICES
Trister, Ross, Schadler & Gold, PLLC
1666 CONNECTICUT AVENUE, N.W., FIFTH FLOOR
WASHINGTON, D.C. 20009
PHONE: (202) 328-1666
FAX: (202) 204-5946
www.tristerross.com

MICHAEL B. TRISTER
(1941-2018)

B. HOLLY SCHADLER
LAURENCE E. GOLD
ALLEN H. MATTISON
DAVID M. WACHTEL
JESSICA ROBINSON
KAREN A. POST
ELIZABETH A. GROSSMAN
SARAH E. NASON
JOSEPH W. STEINBERG
RENATA E.B. STRAUSE

PHILIP R. EAGER
SUSAN B. GERSHON
KAREN E. TANENBAUM
BRIANA E. THIBEAU
HILLARY K. VALDERRAMA
DARRIN HURWITZ
ANNE NOEL OCCHIALINO
Of Counsel

JOHN O. SAWYKO
CARLY N. MEE
HOLLY L. RATLIFF
SARA E. BURGER
VIRGINIA E. WHORLEY

May 1, 2026

William O. SanFord
General Counsel
Office of Campaign Finance
1015 Half Street, SE, Suite 775
Washington, DC 20003

Re: Complaint Against Janeese for DC, Docket Number OCF FI 2026-007

Dear Mr. SanFord:

On behalf of Council Member Janeese Lewis George and Janeese for DC (together, the "Campaign"), this responds to the complaint filed with the Office of Campaign Finance ("OCF") by Kevin Sobkoviak (the "Complaint") and which OCF forwarded to Council Member Lewis George on April 24, 2026. The Complaint (a) takes issue with the manner in which the Campaign has reported expenditures on its Reports of Receipts & Expenditures ("R&E Reports), and (b) uses assumptions and makes factual leaps to allege that the Campaign, an independent expenditure committee, and that committee's contributors "engag[ed] in concerted coordinated activity that flaunts District campaign finance laws and regulations." As demonstrated below, the claims made in the Complaint are without factual or legal basis. The Campaign has carefully complied with District law, including both the reporting requirements and the anti-coordination provisions of the Campaign Finance Act of 2011, as amended, D.C. Code § 1-1163.01, *et seq.*, (the "Act") and the Campaign Finance Board's implementing regulations. For this reason, the Campaign respectfully requests that OCF determine there is no reasonable cause to believe a violation of the Act has occurred and dismiss the Complaint.

I. INTRODUCTION

Council Member Janeese Lewis George is a candidate Mayor of the District of

Columbia in the 2026 elections. Janeese for DC is her principal campaign committee for her mayoral election campaign. Ms. Lewis George filed Fair Election Program registration statements for her candidacy and principal campaign committee with OCF on December 1, 2025.[1] She is a certified Fair Election candidate.[2] The Campaign has timely submitted each of its R&E Reports, which are subject to the same desk reviews and audits as all Fair Election campaigns. The Campaign has amended its R&E Reports when necessary, and works to ensure that OCF has all information required to support the information disclosed on the Campaign's R&E Reports.

On December 1, 2025, the date it registered with OCF, the Campaign hired Adam Yalowitz and Kimmon Williams, both employees of UNITE HERE International Union (the "IU"),[3] and Amanda Gomez, an employee of UNITE HERE Local 25 ("Local 25"). Rather than requiring these individuals to leave their long-term employment, give up their (and their families') employer-provided insurance and retirement benefits, the Campaign entered into written agreements with the IU and Local 25 that would allow the employees to remain on their employers' payrolls while seconded to the Campaign to provide services to and report only to the Campaign. The Campaign is required to pay the IU and Local 25 the full amount of the cost of their respective employees for the entire period the employees are providing services to the Campaign. The Campaign and Local 25 later entered into another agreement for the Campaign to hire Local 25 employee Rob Wohl. The Campaign has also entered into a similar employee "lease" agreement with SEIU 32BJ pertaining to SEIU 32BJ employee Ricardo Campos who joined the Campaign as staff on March 19, 2026. The Campaign has provided copies of these agreements to OCF's Fair Elections Division.

The employee leasing arrangements were structured to avoid coordination. At the time the Campaign entered into the employee leasing agreements with each of the union employers, the Campaign ascertained that the applicable union had an internal "firewall" policy in effect prohibiting Campaign-leased employees from communicating with union individuals assigned to the "independent" side of the union's firewall for the DC elections. The agreement between the Campaign and each union incorporates the requirement that Campaign-leased employees not have any election-related contact with union staff assigned to the "independent" side of the union's firewall.

Neither the Campaign nor any of its agents have engaged in "coordination" within the meaning of the Act. On the contrary, the Campaign takes seriously its obligations to comply with Act and OCF's regulations and remains committed to doing so.

---

[1] *See* Fair Elections Candidates Payment and Information for Ms. Janeese Lewis George / Janeese for DC at https://fairelections.ocf.dc.gov/public/registrantDisclosureDetails/174.
[2] *See id*.
[3] The IU is the parent union of Local 25. Although an employee of the IU, Mr. Yalowitz has long been detailed to work for Local 25.

II. RESPONSE TO THE COMPLAINT

Before making his conclusory statements that the Campaign has engaged in unlawful coordination, Mr. Sobkoviak devotes much of the Complaint to objections about how the Campaign has disclosed its expenditures on its R&E Reports. The Complaint takes issue with: (a) the Campaign having initially reported on its R&E Reports payments to Gusto for wages and related expenses without disclosing the Campaign workers receiving the wages; (b) the Campaign's disclosure of its payments to reimburse the permanent employers of Campaign workers for all costs of the employees' compensation while temporarily employed by the Campaign without listing those employees in the R&E Reports; and (c) the "impressive" amount of the Campaign's reimbursement of a Campaign worker for his purchase of "campaign materials" for the Campaign. The Complaint describes these disclosures as "a concerted effort to conceal," "an attempt to prevent the public from seeing" certain information, and "furtive behavior." The Campaign's reports are, in fact, simply intended to comply with the reporting requirements.

A. The Campaign Complies with the Rigorous Fair Elections Reporting Requirements.

OCF's Fair Elections Division reviews disclosure statements filed by campaigns pursuant to a verification process designed to uncover noncompliance with the Fair Elections Amendment Act of 2018, detect possible fraud, and prevent improper payment of public funds. *See* 3 DC ADC § 4300. The Fair Elections Division conducts desk reviews and audits of each R&E Report filed by the Campaign. *See* DC ADC § 3404.13. As is the case with all R&E Reports filed by Fair Elections participating candidates, each of the Campaign's R&E Reports include supporting documentation for all reported transactions, which are uploaded into the electronic filing system. These include contribution cards, copies of cancelled checks, money orders, or credit card transactions; loan agreements; bank statements; deposit slips; and other documentation necessary to support expenditures. *See* 3 DC ADC § 4212.

OCF has supporting documentation for the Campaign expenditures the Complaint considers inadequately reported. This includes information on the underlying payments made through Gusto and the written agreements between the Campaign and the permanent employers of Campaign workers pursuant to which the Campaign pays the full cost of the workers' compensation while working for the Campaign. OCF also has a copy of Adam Yalowitz's credit card statement showing his payment for campaign materials for which the Campaign reimbursed him.

1. *Campaign Staff Compensation Payments Are Correctly Reported.*

As OCF is already aware, the Campaign reported its payments to Gusto for wages to

Campaign workers so that the reported expenditures would match the disbursements detailed on the Campaign's bank account records provided to OCF. Although OCF did not require it to do so, the Campaign later opted to (and notified OCF in advance that it planned to) disclose the ultimate recipients of wage payments rather than the lump sum payments to Gusto on its newly filed R&E Reports[4] and amend its past R&E Reports[5] for the same purpose. OCF has not objected to either manner of reporting.

2. *Payments to Employers of "Leased" Employees Are Correctly Reported.*

Likewise, OCF is familiar with the Campaign's payments to Local 25, IU, and SEIU 32BJ to reimburse them for the compensation paid to their employees who are providing services to the Campaign. As explained above, these payments are made to the employers pursuant to written employee secondment or leasing agreements that require the Campaign to pay the full cost of all compensation (including benefits and other costs to the employer) the employer incurs for the employee during their time spent working for the Campaign. The agreements are designed to comply with the Act by ensuring that the employee leasing arrangement does not cause any of the union employers to make in-kind contributions to the Campaign. OCF already has copies of these written agreements, which have been submitted to the Fair Election Division as supporting documentation for the Campaign's R&E Reports. The Campaign believes these payments, which have been disclosed since the first such payment the Campaign made appeared on the January 31, 2026 R&E Report, are properly disclosed in accordance with 3 DC ADC § 4213.

In the Complaint, Mr. Sobkoviak registers his objection to the fact that the Campaign did not include a complete list of all of the leased employees on its R&E Reports. There is no such requirement in the Act or OCF's regulations. Unlike the Gusto payments, payments to the permanent employers are not passed on to the employees; instead, the payments are intended to reimburse the employers for all costs they incurred to maintain the employee on their payrolls while working for the Campaign. If OCF believes the payments should be reported differently, the Campaign will make any corrections necessary. However, at no point during its desk reviews and/or audits of the Campaign's R&E Reports has OCF directed the Campaign to revise its disclosure of these reimbursement payments.

3. *The Campaign's Reimbursement of Mr. Yalowitz Is Entirely Appropriate and Required by DC Law.*

The Complaint speculates that the Campaign's $22,778.00 reimbursement issued

---

[4] *See* Janeese for DC April 10, 2026 R&E Report, filed April 11, 2026.
[5] *See* Janeese for DC, January 31, 2026 R&E Report – Amendment 4, filed April 24, 2026 and March 10, 2026 R&E Report – Amendment 1, filed March 27, 2026.

to Adam Yalowitz for his purchase "campaign materials" is somehow inappropriate, excessive, or is not actually a payment to him. This is ludicrous. OCF has a copy of his credit card statement verifying that he did indeed purchase "campaign materials" for the Campaign and fully justifying the use of Campaign funds to reimburse him.[6] In fact, the reimbursement is required by law. If the Campaign had not reimbursed him for the advance purchase of goods for the Campaign, his purchase would have constituted an excessive and unlawful contribution to the Campaign under the Act. DC Code § 1-1163.32f(a).

The Campaign's reporting of its expenditures on its R&E Reports reflects neither an "effort to conceal" information nor constitutes "furtive behavior." Instead, the Campaign's reporting complies with the disclosure requirements of 3 DC ADC § 4213 governing what information is to be included on R&E Reports, which are designed to provide the public with adequate (though not exceedingly comprehensive) information on committees' receipt and use of contributions and public funds. Again, if OCF is of the opinion the Campaign should revise the manner in which its expenditures are reported, the Campaign will make those revisions.

B. The Campaign Has Not Engaged in "Coordination" with Safe & Affordable DC or Its Contributors.

The Complaint asserts, without legal or factual basis, that the Campaign has engaged in "coordinated collusion" with Local 25, SEIU 32BJ, and Safe & Affordable DC ("SADC"). The Complaint springboards from the Campaign's employee lease arrangement with Local 25 directly to full-blown coordination because (a) SADC shares an address (and allegedly staff) with Local 25, and (b) a PAC affiliated with Local 25's parent union is a contributor to SADC. The Complaint makes a similar leap that starts with the Campaign's employee lease payments to SEIU 32BJ and goes directly to unlawful coordination because a PAC of SEIU 32BJ has also contributed to SADC. These conclusory statements are not serious allegations of coordination. In reality, the Campaign has not engaged in "coordination" with any of these entities and there is simply no evidence that it has done so. If there was, the Complaint would have included it.

The Complaint is an abuse of OCF's complaint procedures. The reliance on such flimsy bases for its charges of coordination make it apparent that the Complaint is an effort to use OCF's investigative and enforcement process as a tool to instigate press reports about Council Member Lewis George's mayoral campaign being under "investigation." The Complaint has been widely circulated to the media (presumably by Mr. Sobkoviak or another mayoral campaign working with him), requiring the Campaign to respond to

[6] The Complaint wildly understates Mr. Yalowitz's 2024 annual salary disclosed in public records, but in any event, it is not so remarkable for an individual to use their credit card for a large purchase, especially if they know they will be reimbursed for the payment.

numerous press inquiries about the Complaint and garnering the press coverage that was evidently the point of the Complaint.

1. Under DC Law, "Coordination" Requires More than Just Vibes.

The definition of "coordination" enacted by the DC Council is broad but precise. Under the Act, "'[c]oordinate' or 'coordination' means to take an action, including making a contribution or an expenditure" "[a]t the explicit or implicit direction, request, or suggestion of," or "in cooperation, consultation, or concert with, or with other material involvement of, a public official, political committee affiliated with the public official, or an agent of a public official or a political committee affiliated with a public official" (referred to here as "Covered Persons" or a "Covered Person"). DC Code § 1-161.01(10B)(A); *see also* 3 DC ADC §§ 4209.8 and 9900.

The Act also states that there is a (constitutionally dubious) "rebuttable presumption that a contribution or an expenditure is coordinated with a" Covered Person if:

> "(i) The contribution or expenditure is made based on information provided to the particular person making the contribution or expenditure by" a Covered Person "about its needs or plans, including information about campaign messaging or planned expenditures;
>
> (ii) The person making the contribution or expenditure retains the professional services of a person who also provides" the Covered Person "with professional services related to campaign or fundraising strategy;
>
> (iii) The person making the contribution or expenditure is a political committee, political action committee, or independent expenditure committee that was established or is or was staffed in a leadership role by an individual who:
>
>> (I) Works or previously worked in a senior position or in an advisory capacity on the public official's staff or principal campaign committee; or
>>
>> (II) Who is a member of the public official's immediate family; or
>
> (iv) The contribution or expenditure is made for the purpose of financing, directly or indirectly, the election of a candidate or a political committee affiliated with that candidate, and that candidate has fundraised for the person making the expenditure.

DC Code § 1-161.01(10B)(B); *see also* 3 DC ADC §§ 4209.9 and 9900.

The Complaint does not include any facts that can support a finding of "coordination" or give effect to a presumption of "coordination" as either is set out in the law.

The Complaint contains no facts that support its claim that the Campaign engaged in "coordination" with SADC, Local 25, or 32BJ within the meaning of DC Law. Rather the Complaint makes the faulty assumption that because the Campaign has leased employees from labor unions, the contributions from the unions' PACs to SADC (along with SADC's expenditures) must be coordinated with the Campaign. [7] In truth, neither the Campaign nor any Campaign Covered Person has had communications, engagement, or involvement whatsoever with SADC, and certainly has not "explicitly or implicitly" directed, requested, or suggested any action or spending by SADC or any contributor (or prospective contributor) to SADC. Nor has the Campaign or a Campaign Covered Person cooperated, consulted, or worked in concert with, or otherwise been materially involved with SADC or its contributors. To be clear, no Campaign Covered Person has interacted in any way with SADC, Local 25, the IU, SEIU 32BJ, Workers Vote, 32BJ United ADF that could possibly result in SADC's expenditures, or the contributions to it, being "coordinated" under the Act.

2. *SADC's Sharing an Address and Staff with Local 25 Does Not Result in Coordination with or by Janeese for DC.*

As evidence of coordination between the Campaign and SADC or SADC's contributors, the Complaint points to fact that SADC's public filings list its address as Local 25's address. This fact has nothing to do with the Campaign and certainly does not support the claim that the Campaign has coordinated with either SADC or Local 25.

The Campaign does not share an address or office space with Local 25 or SADC.[8] Campaign staff – including those leased from Local 25 or the IU – do not work at SADC's, Local 25's, or the IU's offices. Rather, Local 25 and IU staff leased by the Campaign work at the Campaign's rented office space or from their homes when not required to be at Campaign events around the city.

The Complaint also claims the fact that SADC and Local 25 share staff somehow supports the allegation of coordination by the Campaign. It does not. If SADC and Local 25 do, in fact, share staff, that has nothing to do with the Campaign, which has had no involvement whatsoever in such matters. The Campaign itself does not share staff with SADC or Local 25. Pursuant to its written agreements with the IU and Local 25, the leased

---

[7] It is notable that SADC was not even formed until more than seven (7) weeks after Mr. Yalowitz, Ms. Gomez and Ms. Williams were hired by the Campaign, and the Workers' Vote contribution was not made until three (3) months after they were hired by the Campaign – long after they were first prohibited from having relevant contact with those on the "independent" side of the IU and Local 25 firewall policies.

[8] Nor does the Campaign share office space or an address with the Workers Vote or 32BJ United ADF, the contributors to SADC referenced in the Complaint, or with their affiliated unions, the IU and 32BJ.

employees work for the Campaign "on a full-time basis" and they are "instructed by and under the sole supervision of the Campaign, and not the Union" for the duration of the agreements. They are not shared employees. In any event, sharing of staff by SADC and Local 25 is simply not evidence of coordination by or with the Campaign.

3. The Campaign's "Leasing" of a 32BJ Employee Does Not Result in "Coordination."

In urging OCF to investigate the Campaign, Local 25, 32BJ, and SADC for their "coordinated collusion in violation of DC's campaign finance laws," the Complaint alleges that the Campaign shares a "common employee" with 32BJ, whose PAC contributed to SADC. As stated above, Richard Campos, a 32BJ employee joined the Campaign on March 19, 2026. Even assuming the "leasing" agreement between the Campaign and 32BJ results in Mr. Campos being a "common employee", he was not a "common employee" when 32BJ United ADJ contributed to SADC, because he was not providing services to both the Campaign and 32BJ at the time of the contribution, nor had he previously worked for the Campaign. Therefore, the Campaign's hiring of Mr. Campos is neither coordination nor presumed to be so. *See* DC Code §§ 1-161.01(10B)(B)(ii)-(iii).

III. CONCLUSION

Mr. Sobkoviak's Complaint is wholly without merit. It contains virtually no factual support for its allegations of reporting irregularities or "coordination," and was evidently intended as a vehicle to generate negative press coverage about Council Member Lewis George and her mayoral campaign. For the reasons set forth above, the Campaign respectfully requests that you and OCF find no reason to believe a violation of the Act has occurred and dismiss this Complaint.

Respectfully submitted,

Jessica Robinson
Counsel to Janeese for DC

Exhibit 5

LAW OFFICES
Trister, Ross, Schadler & Gold, PLLC
1666 CONNECTICUT AVENUE, N.W., FIFTH FLOOR
WASHINGTON, D.C. 20009
PHONE: (202) 328-1666
FAX: (202) 204-5946
www.tristerross.com

MICHAEL B. TRISTER
(1941-2018)

B. HOLLY SCHADLER
LAURENCE E. GOLD
ALLEN H. MATTISON
DAVID M. WACHTEL
JESSICA ROBINSON
KAREN A. POST
ELIZABETH A. GROSSMAN
SARAH E. NASON
JOSEPH W. STEINBERG
RENATA E.B. STRAUSE

PHILIP R. EAGER
SUSAN B. GERSHON
KAREN E. TANENBAUM
BRIANA E. THIBEAU
HILLARY K. VALDERRAMA
DARRIN HURWITZ
ANNE NOEL OCCHIALINO
Of Counsel

JOHN O. SAWYKO
CARLY N. MEE
HOLLY L. RATLIFF
SARA E. BURGER
VIRGINIA E. WHORLEY

June 3, 2026

William O. SanFord
General Counsel
Office of Campaign Finance
1015 Half Street, SE, Suite 775
Washington, DC 20003

Re: Supplement to Complaint Against Janeese for DC in
<u>Docket Number OCF FI 2026-007</u>

Dear Mr. SanFord:

On behalf of Council Member Janeese Lewis George and Janeese for DC (together, the "Campaign"), this responds to the "Supplement to Docket Number OCF FI 2026-007" which appears to be a communication forwarded from the original complainant in this matter, Kevin Sobkoviak. For the reasons set forth below, the Campaign respectfully requests that he Office of Campaign Finance ("OCF") find no reasonable cause to believe the Campaign has violated the law and dismiss the Complaint, including the supplemental information addressed herein.

Before addressing the additional factually incorrect allegations made in the "supplement," I wish to, again, raise the issue of the procedurally noncompliant nature of the "supplement." Under DC law governing OCF investigations, a complaint must include "[a] verification of the complaint under oath[.]" 3 DCMR § 3701.2. The original Complaint in this matter met this requirement. The information you forwarded to me as a "supplement" to the Complaint did not. Requiring that complaints be verified under oath and subject to a charge of perjury helps ensure there are consequences for individuals who knowingly make false statements about candidates or other persons they oppose for political advantage or other nefarious purposes. Allowing individuals to submit unsworn "supplements" to complaints allows those with ill intent to use the investigative power of your office without such consequences. If OCF's practice is to accept unsworn supplements and treat them as part of the initial complaint, what prevents an individual from filing a sworn complaint about a minor issue and then later filing an unsworn "supplement" filled with false and outrageous information the individual knows is false or has no basis to believe is true to damage a political opponent with the complainant (inevitably provided to the media who then report that OCF is investigating the claims)?

I submit that the proper course for handling such supplements is to return them to the complainant and inform them that if they wish for OCF to consider the submission, it must meet the procedural requirements set out in the DC Municipal Regulations. Because the claims in the "supplement" were not verified under oath as required, the Campaign takes the position that OCF should not treat the information included therein as properly before OCF, and therefore not an additional subject of inquiry in this matter.

Nonetheless, the Campaign responds to the allegations related to the Campaign in the "supplement" as follows:

A. Mr. Sobkoviak Is Wrong on the Facts.

Mr. Sobkoviak summarizes his supplemental allegations that, in his view, inevitably lead to the conclusion that the Campaign has engaged in "coordination" with UNITE HERE Local 25 ("Local 25") and or Safe and Affordable DC ("SADC"), as follows:

> "Local 25 and JLG share staff.
> Safe & Affordable DC and Local 25 share staff.
> JLG, Local 25 and Safe & Affordable DC seem to have shared the same offices.
> JLG, Local 25, and Safe & Affordable DC share a common objective.
>
> Are we to believe that the three parties didn't also share information and coordinate?"

Even if these "facts" did require OCF to conclude that "coordination" between the Campaign and either Local 25 or SADC occurred, none of these allegations is true, except possibly that they all share a "common objective," but even that is uncertain, and in any event, is irrelevant to OCF's investigation in this matter. The truth is:

1. The Campaign has never rented, leased, or purchased anything from UNITE HERE Local 25 (“Local 25”) other than staff who function as employees of the Campaign and for which the Campaign has paid and continues to pay Local 25 the full cost of those staff while employed by the Campaign. The use of “rent” as a description for the purpose of expenditures paying the compensation of staff seconded from Local 25 was inapt and has since been corrected.

2. The Campaign has never rented office space from or shared office space with Local 25.

3. The Campaign’s staff leased from Local 25 do not simultaneously perform services for Local 25.

4. The Campaign has never rented office space from or shared office space with SADC.

5. The Campaign has never shared staff with SADC.

Because the “factual” allegations Mr. Sobkoviak relies on for his claim of “coordination” are all false, there is no basis to conclude that such coordination occurred.

B. Mr. Sobkoviak Is Wrong on the Law.

The Complainant misunderstands, or at least misstates, DC law regarding “coordinated expenditures.” First, the fact that Local 25 leased some of its employees to the Campaign and *different* Local 25 employees are apparently providing services to SADC does not result in coordination. Nor does it result in a rebuttable presumption of coordination. Even assuming Local 25 is a “staffing vendor” to the Campaign and to SADC, leasing, renting or seconding staff is not providing “professional services” as contemplated in the Rules on “coordination.” *See* 3 DCMR § 4209.9. If it were, this would mean, for example, that before hiring staff from a temporary staffing agency, a Candidate would be obligated to investigate whether that agency is or might in the future also permit some outside spender in the Candidate’s election to also hire temporary staff from the agency. *Local 25 itself provides no services to the Campaign.* It would be a different question if Local 25 were, for example, designing and printing campaign mailers for both the Campaign and SADC, but nothing like that is occurring here. Rather, individuals who are currently unaffiliated with Local 25 are providing professional services to the

Campaign, and the Campaign is paying their permanent employer for the use of those staff so that the employees would not have to leave their permanent employment for temporary work on the Campaign. And critically, none of the Local 25 staff employed by the Campaign provide any services to SADC, nor have they provided services to Local 25 during their term of employment with the Campaign. *See* D.C. Code § 1-1161.01(10B)(B)(ii).

Further, it appears that Mr. Sobkoviak's true purpose in filing his supplement is set out in his statement that "[i]t is fair, very fair, to speculate" that the Campaign and/or the other entities named by Mr. Sobkoviak have violated the law. Mr. Sobkoviak apparently hopes that OCF will undertake a fishing expedition based on his speculative allegations in order to consume the Campaign's time, focus, and funds to advantage the candidate he supports, Kenyan McDuffie.

We hope that OCF agrees that an investigation based on speculation is not, in fact, "very fair." Rather, the "reasonable cause" standard that OCF must meet in deciding to move beyond a preliminary investigation requires more from OCF than mere speculation. It requires factual evidence that one or more of the actions set out in the definition of "coordinate" or "coordination" at D.C. Code § 1-1161.01(10B) has occurred. Neither the Complaint nor the additional unsworn information provide any such evidence. This is because none of these actions has occurred.

For the reasons set forth above, the Campaign respectfully requests that OCF determine there is no reasonable cause to believe the Campaign has violated the law and close this matter.

Respectfully submitted,

Jessica Robinson
Counsel to Janeese for DC

Exhibit 6

BEFORE THE DISTRICT OF COLUMBIA

OFFICE OF CAMPAIGN FINANCE

Responses of Adam Yalowitz

<u>to Written Questions from the Office of Campaign Finance in OCF FI 2026-007</u>

1. **What is your name?**

   Adam Yalowitz

2. **What is your address?**

   830 Allison St NW, Washington, DC 20011

3. **Where are you employed?**

   Janeese for DC

4. **What is the physical location of your employment?**

   The Janeese for DC campaign office which is located at 1436 U St NW, Washington DC 20009. I sometimes work from my home, as well.

5. **How long have you been employed there?** I

   I have been an employee of the campaign since December 1, 2025.

6. **What is your job title?**

   Co-Campaign Manager

7. **What are your duties at the Union?**

Currently, I have no duties at the union. Prior to my employment at Janeese for DC, I supported the work of UNITE HERE and its affiliates' organizing and political programs in Maryland, DC and Virginia. In 2025 in Maryland, I coordinated an effort to pass a hotel labor peace ordinance in Montgomery County and coordinated a boycott of the Montgomery County Conference Center. In Virginia, I coordinated the union's electoral field programs in the 2025 Gubernatorial and state legislative elections, and the union's efforts to legalize collective bargaining for Virginia higher education state employees. In DC, I coordinated the union's efforts to organize non-union restaurants, and helped negotiate labor peace agreements with the Washington Commanders.

8. **What is the date of your first contact with the Janeese Lewis- George campaign (the JLG)?**

Around November 21, 2025, when the campaign was first formed.

9. **How did your first contact with the JLG occur?**

I took some time off from work in November 2025 to talk with Janeese about the possibility of her running for mayor. I then helped to organize the Janeese for DC campaign.

10. **Do you have any emails between you and the JLG?**

Yes. I am employed by Janeese for DC and I send emails to and receive emails from others on the Campaign.

11. **Did you have any telephone calls and or texts between you and the JLG?**

Yes. I speak on the phone and exchange messages with my coworkers routinely.

12. **Who made the determination that the Union loan you to work on the JLG campaign?**

I asked to take a leave from the Union to work on the JLG Campaign, but I don't know who at UNITE HERE made the final decision that allowed me to do so. As far as I know, there was never any consideration of the Union "loaning" me to the Campaign, but rather I would use whatever earned leave I had available to me and take time off, or the Campaign would pay the Union for my compensation under a secondment arrangement.

13. Do you have any correspondence, emails and or texts that pertain to an agreement with the JLG campaign and the Union?

Yes. Aside from privileged communications with attorneys, I provided Zach Teutsch at the JLG Campaign with the draft agreement between the Union and the JLG Campaign that set out the terms for my secondment on November 21, 2025. I am also copied on an email about Docusign for the agreement, was forwarded a copy of the completed agreement, and forwarded the completed agreement to a UNITE HERE administrative staff. I also provided a copy of the draft agreement to Rachel Kleinbaum and Antony Dugdale at UNITE HERE on December 3, 2025.

14. Since the Union and the JLG campaign agreement postdates your start date, what if any agreement where you governed by to create a firewall concerning the flow of information between the unions and the JLG campaign?

I received a written copy of the Unions' firewall policy on November 13, 2025, although I had been operating even before then as if a firewall were in place and I had been assigned to the candidate (or "coordinated") side of the firewall so that I would not be in a position to provide any campaign information to individuals who were or could be assigned to the general public (or "independent") side of the Union's firewall.

15. When and, with whom, did these discussions begin?

It's unclear to me which discussions this question refers to, but my communications with both the Campaign and the Unions about the possibility of my working for the Campaign started in November. I don't remember exactly who I first raised the issue with.

16. **What is that person's role and title?**

I don't recall who I first communicated with about taking time away from the Union to work for the Campaign, but at some point before going to work for the Campaign, I probably would have informed Paul Schwalb, the Executive Secretary-Treasurer of Local 25, of my plan to do so because he supervised my work at Local 25. I would have had a conversation with about this with Antony Dugdale, UNITE HERE's National, State, and Local Political Director. (I was an employee of UNITE HERE International but was assigned to work for Local 25).

17. **Who is paying your salary?**

I receive my salary payments from UNITE HERE International.

18. **What is the amount of your salary?**

My annual salary is $113,000.02; however, my full compensation inclusive of salary and benefits comes out to a weekly amount of $3,588.75.

19. **How is your salary being paid?**

I receive direct deposits of my salary from UNITE HERE International. UNITE HERE International invoices Janeese for DC for the full costs of my compensation for my work time.

20. **How often do you receive a salary payment?**

Biweekly

21. **What credit cards, or method of payment have you used to make purchases for the JLG campaign?**

I have used 3 personal credit cards. Copies of relevant credit card statements showing proof of purchases have been provided to OCF by the JLG Campaign.

22. **What items were purchased by you for the JLG campaign?**

Categories of purchases include: (a) subscriptions that required a credit card to set up, such as Zoom, Action Network, Scale to Win, Reach, and Switchboard; (b) office utility payments to Pepco and Washington Gas; (c) meals for volunteers and campaign meetings; (d) tickets to a Pride event; (e) voter data from Target Smart; (f) hotel lodging; and (g) videography and photography services.

23. **Have you ever had any discussions with anyone from the Union regarding any purchases you made for the campaign?**

No

24. **Have you ever had any discussions with anyone from the Union regarding the campaign's ads?**

I have had not had conversations with anyone at the Union about the campaign's ads in particular, but Union staff on the "coordinated" side of the Union's firewall and Union members who volunteer for the JLG Campaign's canvasses have seen the Campaign's lit. I'm sure that I have handed out lit to Union-affiliated volunteers and I probably said something like "Here's the lit we're using for door hanging." I have not had similar interactions with Union staff on the "independent" side of the Union's firewall.

25. **Have you ever had any discussions with anyone from the Union regarding the JLG campaign's needs for services, supplies, ads, or materials?**

Yes, I have spoken with coordinated-side Union staff (Margaret Sharp and Emebet Kassa) about Union members volunteering to knock on doors for the Campaign. I also had conversations about other Union employees being seconded to the Campaign.

26. **Did the JLG campaign reimbursed you for any expenses?**

Yes.

27. **How much money have you spent on the JLG campaign?**

$32,856.05, of which $334.83 was automatically billed to my credit card on June 1, 2026 for a Scale to Win subscription, and of which $28.57 was for a Campaign lunch today.

28. **How much money did the JLG campaign issue in reimbursements to you?**

$32,492.65. Neither the June 1, 2026 or June 3, 2026 charges have been reimburse yet.

29. **How did the JLG campaign make the reimbursement?**

ACH or wire payment

30. **What is your role in the JLG campaign?**

I oversee the campaign's field organizing directors, political director, data director, operations director, finance director, communications director, outside polling, mail, and media vendors, and I staff the candidate.

31. **What is your title for your role in the JLG campaign?**

Co-Campaign Manager

32. **When did you begin working for JLG campaign?**

My employment with the Campaign began on December 1, 2025, prior to that volunteered for the Campaign on my own time to help organize the Campaign.

33. **What percentage of your employment is working with JLG's campaign ask about 80% for JLG and 20% for the Union)?**

100%

34. **If you do not work 100% for JLG then who else do you work for and what are your duties?**

N/A

35. Do your duties overlap when working for JLG and the Union?

N/A

36. Have you made public comments about the JLG campaign and unions?

Yes

37. Did you review any documents with the Union in connection with your role with the JLG campaign?

Yes. the secondment agreement between the Union and the Campaign, and the Unions' firewall policy.

38. What documents did you review and when?

The secondment agreement between the Union and the Campaign, and the Unions' firewall policy. I reviewed both in November 2025.

39. Did you receive Union reimbursement salary payments from the JLG campaign during the month of April?

No. I do not receive salary payments directly from the Campaign.

40. Did you execute any documents with the Union in connection with your role with the JLG campaign?

Yes.

41. What documents did you execute and when?

The Union's firewall policy. I received a copy of the policy and was operating under it before I became an employee of the Campaign. I returned a signed acknowledgment in January 2026. I was also sent an updated policy to sign in May 2026 when additional staff were added to the firewall lists.

42. Did you engage in any discussions with the Union in connection with your role with the JLG campaign?

Yes.

43. With whom did you have these discussions?

Other than with Union counsel regarding privileged matters, I communicated with Union coordinated-side staff (Margaret Sharp, Emebet Kassa, Antony Dugdale, Linda Martin, Anthony Randolph, Josh Armstead, and Allison Burket) about the Union's membership communications.

I communicated with Ronnisha Martin, the Local 25 administrative director.

I communicated with UNITE HERE International administrative staff Rachel Kleinbaum, Gerry Hermogenes, and Terry Yip, about billing the Campaign for staff time.

I communicated with Paul Schwalb to schedule a meeting between Janeese and union leaders.

I spoke with Susan Valentine at UNITE HERE International, about a friend of Susan's who wanted to volunteer for Janeese, and about Susan's conversation with her mom friends about Janeese. I also asked Susan if she knew how I could get in touch with Sara Nelson at the AFA-CWA and Bernie Sanders' staff, but I was able to get in touch with both through volunteers with Janeese for DC who weren't affiliated with the Union.

44. How many times have you communicated with the Union, in connection with your role with the JLG campaign?

My communications with the Unions' coordinated staff are regular and on-going.

For accounting staff, I've communicated with them only as necessary to clarify invoicing amounts and procedures.

Other communications have been one-offs.

45. If so when did these discussions first begin?

November 2025

46. Did you engage in any discussions with the JLG campaign in connection with your role with the Union?

No

47. With whom did you have these discussions?

N/A

48. How many times have you communicated with the JLG campaign, in connection with your role with the Union?

N/A

49. If so when did these discussions first begin?

N/A

50. Are you aware of any agreement executed between the JLG campaign and the Union?

Yes

51. What is the date of such agreement?

I believe the effective date is December 1, 2025.

52. **There are references, in some of the agreements, to payment for periods as early as November, which predates the date of the agreement, did you engage in work prior to the date of any agreement pertaining to your services with the JLG campaign?**

    Yes. I took time some time off from work to volunteer with the JLG Campaign in November.

53. **Did you have the opportunity to review that agreement?**

    Yes.

54. **Did you discuss the content of that agreement with anyone?**

    Yes.

55. **If so, what did you discuss and with whom?**

    I asked Rachel Kleinbaum and Antony Dugdale who at the Union the JLG campaign should coordinate with for executing that agreement. I also spoke with Zach Teutsch at the Campaign regarding legal review of the agreement and the payment schedules.

56. **Are you privy of [*sic*] contributions made by any Union to the JLG campaign?**

    No.

57. **If so, which Union and what are the amounts and dates of the contributions?**

    N/A

58. **Do you use your position as an employee at the union to obtain support for the JLG campaign?**

    N/A

59. **If so, with whom and what support was obtained?**

    N/A

60. Does the Union have a firewall policy?

Yes

61. Are you privy to, aware of, or familiar with ads by any Union, or its affiliates, which support the JLG campaign?

I have received a few mailers to my house in support of the JLG Campaign that feature union members, and I have also seen ads on X.com that appear to feature union members, but I'm not sure if they are in fact, union members or are from affiliates of any unions.

62. Did you ever engage in any discussions with anyone at the Unions concerning any ads supporting the JLG campaign?

No.

63. Are you privy to, aware of, or familiar with ads by any Union, or its affiliates, which oppose the JLG campaign?

No.

64. Did you ever engage in any discussions with anyone at the Unions concerning any ads opposing the JLG campaign?

Yes. I have talked to Margaret Sharp and Emebet Kassa, both coordinated-side Union staff, about the impact of ads run by Kenyan McDuffie's mayoral campaign, Opportunity DC, and People for a United DC attacking Janeese Lewis George's position on public safety and taxes.

65. Is there a written firewall policy statement that has been distributed to the Union employees, consultants and clients affected by the policy?

Yes.

66. **The firewall must be designed and implemented to <u>prohibit the flow of information between employees or consultants providing service to the person paying for the communication and those employees or consultants providing services to a political party committee or to the candidate who is clearly identified in the communication</u> or to the campaign of the candidate opposing the candidate clearly identified in the communication.**

How does the agreement between the Union and the JLG campaign implement and establish a firewall to prohibit the flow of information between the Union employees and the staff loaned to the campaign, who provide services to the candidate identified in the communication?

The firewall is not an agreement between a campaign and another group. A firewall is a policy within one organization that both (a) has contacts with a campaign, and also (b) engages in independent spending activities. The policy is set up and managed so that (a) does not influence (b).

In this case, the Union has adopted and implemented a firewall policy that divides its staff so that most staff are "coordinated" staff who are permitted to have contacts with campaigns. These are the staff that are responsible for the Union's membership communications program, since the Union's communications to its members can be coordinated with candidates because those communications cannot be treated as contributions to a candidate.

A few staff have been separated out and assigned to the "independent" side of the Union's firewall. These are the only staff allowed to participate in creating, producing, and distributing any communications to the general public or making decisions about those communications. They may not have any substantive contacts with candidates or their campaigns, or with Union staff on the "coordinated" side of the firewall that could in any way inform any spending or public communications on the "independent" side of the firewall. Likewise, Union staff on the "coordinated" side are prohibited from making requests or suggestions of the "independent" staff regarding the "independent" side programs, may not convey any information from the Campaign to "independent staff," or otherwise be involved in strategy or decision-making about spending and communications on the "independent" side of the firewall.

Staff seconded to the JLG Campaign are assigned to the "coordinated" side. So, for example, while these staff may ask "coordinated" Union staff to talk to Union members about Janeese's plans to lower costs for working families, they may not ask "independent" Union staff to deliver that message to the public, and may not pass along to "independent" staff information from the Campaign that might be useful for the "independent" staff to include in independent expenditures.

"Coordinated" Union staff and "independent" Union staff are also prohibited from accessing each other's electronic or paper files and materials related to the campaign.

The firewall policy also includes similar restrictions for vendors who provide services to the Union's "independent" and "coordinated" staff, and any vendor to the Union's "independent" side program who also is a vendor to a Campaign must first establish its own internal firewall that operates like the Union's, so that the work performed by vendor staff on the "independent" side can't be influenced by work performed by vendor staff working for the candidate or for the "coordinated" side.

The firewall policy established by the Union sets up a communications barrier between (a) those Union staff and vendors who are allowed to communicate with candidates and campaign on one side, and (b) those on the other, "independent" side who aren't allowed to have those contacts or information that originates from the campaign.

By: Adam Yalowitz
Adam Yalowitz (Jun 3, 2026 13:52:30 EDT)

Adam Yalowitz

Date: 06/03/26

OCF FI 2026-007.Yalowitz Responses to OCF Questions.Signed

Final Audit Report 2026-06-03

Created:	2026-06-03
By:	Jessica Robinson (jrobinson@tristerross.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_t9SYkjqod8g4cL0DrkmUz_GgZzn34sg

"OCF FI 2026-007.Yalowitz Responses to OCF Questions.Signed" History

Document created by Jessica Robinson (jrobinson@tristerross.com)
2026-06-03 - 5:41:17 PM GMT

Document emailed to Adam Yalowitz (adam@janeesefordc.com) for signature
2026-06-03 - 5:41:22 PM GMT

Email viewed by Adam Yalowitz (adam@janeesefordc.com)
2026-06-03 - 5:43:01 PM GMT

Document e-signed by Adam Yalowitz (adam@janeesefordc.com)
Signature Date: 2026-06-03 - 5:52:30 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-06-03 - 5:52:30 PM GMT

<u>Exhibit 7</u>

Outlook

RE: Docket Number OCF FI 2026-007, Response of Janeese for DC

From Sanford, William (OCF) <william.sanford@dc.gov>
Date Mon 5/4/2026 11:30 AM
To Jessica Robinson <jrobinson@tristerross.com>
Cc Collier-Montgomery, Cecily (OCF) <cecily.collier-montgomery@dc.gov>; Jackson, Erick (OCF) <erick.jackson@dc.gov>; Williams, Wesley (OCF) <wesleyw.williams@dc.gov>

Dear Ms. Robinso:

Attached please find a Supplement to Docket Number OCF FI 2026-007 which was submitted on May 1, 2026

Director Collier-Montgomery, Attorney Sanford, and colleagues,

Docket Number OCF FI 2026-007

Re: **Rebuttable presumption**

Please confirm receipt of this message. Thank you.

In the time since I filed my original complaint, some more information and insight has come to light.

1) Campaign finance reports filed by the Janeese Lewis George campaign (JLG) show two payments to Unite HERE Local 25 (Local 25) described as "Rental." The first was on December 15, 2025 for $19,737.00, the second was on December 31,2025 for $24,739.65. Of particular interest is the first payment. While the second payment follows the pattern of other payroll reimbursements, the first is a round number. What is JLG renting from Local 25? Is it office space? If not, what?

2) With office space in mind, JLG should be questioned as to where they were located when the campaign was launched and where it was housed during the weeks thereafter. Numerous sources indicate the campaign was using or altogether operating from the offices of Local 25 located at 901 K Street NW, Suite 200, Washington, DC 20001. Whether or not JLG paid for the office space is unclear. If not, the space represents an improper in-kind contribution.

3) More significantly, the IE, Safe & Affordable DC, is located at the same address: 901 K Street NW, Suite 200, Washington, DC 20001. Did the campaign and IE operate from the same location?

4) Importantly, Safe & Affordable DC registered with OCF on January 20, 2026, BUT there is evidence that it was operating and spending funds as early as December 19, 2025, the date on which it paid for and registered its website with ICANN as proven here https://who.is/whois/safeandaffordabledc.com and, see also, the image that appears at the end of this email.

5) Again, did the campaign and IE operate from the same office space? As proven, Safe & Affordable was operating before registering with OCF on January 20, 2026.

In summary:

Local 25 and JLG share staff.
Safe & Affordable DC and Local 25 share staff.
JLG, Local 25 and Safe & Affordable DC seem to have shared the same offices.
JLG, Local 25, and Safe & Affordable DC share a common objective.

Are we to believe that the three parties didn't also share information and coordinate?

Even if JLG did not locate its operations within Local 25's offices, the three parties share staff. In effect, **at bare minimum Local 25 is a staffing vendor for JLG and Safe & Affordable**. In other words, the two share a common vendor.

Which brings me to **rebuttable presumption.** JLG, Local 25 and Safe & Affordable DC have exposed themselves to the rebuttable presumption standard. It is fair, very fair, to speculate that the firewall between JLG and Safe & Affordable has been breached.

What specific, demonstrable mechanisms do the three parties have in place to uphold the firewall?

Without a doubt, the actions of JLG, Local 25 and Safe & Affordable violate the spirit of the law. They are flouting the law, regulators and law enforcement officials. In addition, JLG is doing so while subscribed to the Fair Elections program. Public funds are being used in a manner that raises serious concerns and legitimate suspicions.

Is this precedent by which OCF wishes future campaigns will be guided in how they operate? Would OCF advise a campaign or IE to operate together this closely or in this manner using an organization, in this case Local 25, as its go-between?

I appreciate your attention to this matter.

Sincerely,

Kevin Sobkoviak

Domain Information

Name: SAFEANDAFFORDABLEDC.COM

Registry Domain ID: 3049666731_DOMAIN_COM-VRSN

Domain Status:
clientTransferProhibited
clientUpdateProhibited

Nameservers:
NS8.WIXDNS.NET
NS9.WIXDNS.NET

Dates

Registry Expiration: 2027-12-19 21:54:38 UTC

Updated: 2025-12-19 21:54:39 UTC

Created: 2025-12-19 21:54:38 UTC

On Fri, May 1, 2026 at 2:03 PM Kevin Sobkoviak <sobkoviakkevin@gmail.com> wrote:
Director Collier-Montgomery, Attorney Sanford, and colleagues,

Docket Number OCF FI 2026-007

Re: **Rebuttable presumption**

Please confirm receipt of this message. Thank you.

In the time since I filed my original complaint, some more information and insight has come to light.

1) Campaign finance reports filed by the Janeese Lewis George campaign (JLG) show two payments to Unite HERE Local 25 (Local 25) described as "Rental." The first was on December 15, 2025 for $19,737.00, the second was on December 31,2025 for $24,739.65. Of particular interest is the first payment. While the second payment follows the pattern of other payroll reimbursements, the first is a round number. What is JLG renting from Local 25? Is it office space? If not, what?

2) With office space in mind, JLG should be questioned as to where they were located when the campaign was launched and where it was housed during the weeks thereafter. Numerous sources indicate the campaign was using or altogether operating from the offices of Local 25 located at 901 K Street NW, Suite 200, Washington, DC 20001. Whether or not JLG paid for the office space is unclear. If not, the space represents an improper in-kind contribution.

3) More significantly, the IE, Safe & Affordable DC, is located at the same address: 901 K Street NW, Suite 200, Washington, DC 20001. Did the campaign and IE operate from the same location?

4) Importantly, Safe & Affordable DC registered with OCF until January 20, 2026, BUT there is evidence that it was operating and spending funds as early as December 19, 2025, the date on which it paid for and registered its website with ICANN as proven here

https://who.is/whois/safeandaffordabledc.com and, see also, the image that appears at the end of this email.

5) Again, did the campaign and IE operate from the same office space? As proven, Safe & Affordable was operating before registering with OCF on January 20, 2026.

In summary:

Local 25 and JLG share staff.
Safe & Affordable DC and Local 25 share staff.
JLG, Local 25 and Safe & Affordable DC seem to have shared the same offices.
JLG, Local 25, and Safe & Affordable DC share a common objective.

Are we to believe that the three parties didn't also share information and coordinate?

Even if JLG did not locate its operations within Local 25's offices, the three parties share staff. In effect, **at bare minimum Local 25 is a staffing vendor for JLG and Safe & Affordable**. In other words, the two share a common vendor.

Which brings me to **rebuttable presumption.** JLG, Local 25 and Safe & Affordable DC have exposed themselves to the rebuttable presumption standard. It is fair, very fair, to speculate that the firewall between JLG and Safe & Affordable has been breached.

What specific, demonstrable mechanisms do the three parties have in place to uphold the firewall?

Without a doubt, the actions of JLG, Local 25 and Safe & Affordable violate the spirit of the law. They are flouting the law, regulators and law enforcement officials. In addition, JLG is doing so while subscribed to the Fair Elections program. Public funds are being used in a manner that raises serious concerns and legitimate suspicions.

Is this precedent by which OCF wishes future campaigns will be guided in how they operate? Would OCF advise a campaign or IE to operate together this closely or in this manner using an organization, in this case Local 25, as its go-between?

I appreciate your attention to this matter.

Sincerely,

Kevin Sobkoviak

Domain Information

Name: SAFEANDAFFORDABLEDC.COM

Registry Domain ID: 3049666731_DOMAIN_COM-VRSN

Domain Status:
clientTransferProhibited
clientUpdateProhibited

Nameservers:
NS8.WIXDNS.NET
NS9.WIXDNS.NET

Dates

Registry Expiration: 2027-12-19 21:54:38 UTC

Updated: 2025-12-19 21:54:39 UTC

Created: 2025-12-19 21:54:38 UTC

From: Jessica Robinson <jrobinson@tristerross.com>
Sent: Friday, May 1, 2026 10:00 PM
To: Sanford, William (OCF) <william.sanford@dc.gov>
Cc: Collier-Montgomery, Cecily (OCF) <cecily.collier-montgomery@dc.gov>; Coleman, Renee (OCF) <renee.coleman@dc.gov>; Jackson, Erick (OCF) <erick.jackson@dc.gov>; Williams, Wesley (OCF) <wesleyw.williams@dc.gov>
Subject: Docket Number OCF FI 2026-007, Response of Janeese for DC

Dear Mr. SanFord:

Attached please find the response of Council Member Lewis George and Janeese for DC to the complaint in the above-captioned matter.

Respectfully submitted,
Jessica Robinson

Jessica Robinson | Trister, Ross, Schadler & Gold, PLLC
1666 Connecticut Ave. N.W. Suite 550
Washington, DC, 20009
tristerross.com
o: 202.839.4352
c: 202.427.2628

To schedule a meeting with me, please use my calendar to request a time that works for you.

Exhibit 8

---------- Forwarded message ---------
From: **Sanford, William (OCF)** <william.sanford@dc.gov>
Date: Fri, May 22, 2026 at 2:04 PM
Subject: OCF-FI 2026-007 Complaint
To: adam@janeesefordc.com <adam@janeesefordc.com>, lmartin@local25now.org <lmartin@local25now.org>, gmills@unitehere.org <gmills@unitehere.org>, MAmermick@seiu32bj.org <MAmermick@seiu32bj.org>
CC: Collier-Montgomery, Cecily (OCF) <cecily.collier-montgomery@dc.gov>

Please provide your responses to the attached questions by Tuesday, May 26, 2026.

Exhibit 9

Questions for Witnesses

The following are questions for the witnesses in the Janeese For DC investigations:

What is your name?

What is your address?

Where are you employed?

What is the physical location of your employment?

How long have you been employed there?

What is your job title?

What are your duties at the Union?

What is the date of your first contact with the Janeese Lewis- George campaign (the JLG)?

How did your first contact with the JLG occur?

Do you have any emails between you and the JLG?

Did you have any telephone calls and or texts between you and the JLG?

Who made the determination that the Union loan you to work on the JLG campaign?
Do you have any correspondence, emails and or texts that pertain to an agreement with the JLG campaign and the Union?

Since the Union and the JLG campaign agreement postdates your start date, what if any agreement where you governed by to create a firewall concerning the flow of information between the unions and the JLG campaign?

When and, with whom, did these discussions begin?

What is that person's role and title?

Who is paying your salary?

What is the amount of your salary?

How is your salary being paid?

How often do you receive a salary payment?

What credit cards, or method of payment have you used to make purchases for the JLG campaign?

What items were purchased by you for the JLG campaign?

Have you ever had any discussions with anyone from the Union regarding any purchases you made for the campaign?

Have you ever had any discussions with anyone from the Union regarding the campaign’s ads?

Have you ever had any discussions with anyone from the Union regarding the JLG campaign’s needs for services, supplies, ads, or materials?

Did the JLG campaign reimbursed you for any expenses?

How much money have you spent on the JLG campaign?

How much money did the JLG campaign issue in reimbursements to you?

How did the JLG campaign make the reimbursement?

What is your role in the JLG campaign?

What is your title for your role in the JLG campaign?

When did you begin working for JLG campaign?

What percentage of your employment is working with JLG’s campaign ask about 80% for JLG and 20% for the Union)?

If you do not work 100% for JLG then who else do you work for and what are your duties?

Do your duties overlap when working for JLG and the Union?

Have you made public comments about the JLG campaign and unions?

Did you review any documents with the Union in connection with your role with the JLG campaign?

What documents did you review and when?

Did you receive Union reimbursement salary payments from the JLG campaign during the month of April?

Did you execute any documents with the Union in connection with your role with the JLG campaign?

What documents did you execute and when?

Did you engage in any discussions with the Union in connection with your role with the JLG campaign?

With whom did you have these discussions?

How many times have you communicated with the Union, in connection with your role with the JLG campaign?

If so when did these discussions first begin?

Did you engage in any discussions with the JLG campaign in connection with your role with the Union?

With whom did you have these discussions?

How many times have you communicated with the JLG campaign, in connection with your role with the Union?

If so when did these discussions first begin?

Are you aware of any agreement executed between the JLG campaign and the Union?

What is the date of such agreement?

There are references, in some of the agreements, to payment for periods as early as November, which predates the date of the agreement, did you engage in work prior to the date of any agreement pertaining to your services with the JLG campaign?

Did you have the opportunity to review that agreement?

Did you discuss the content of that agreement with anyone?

If so, what did you discuss and with whom?

Are you privy of contributions made by any Union to the JLG campaign?

If so, which Union and what are the amounts and dates of the contributions?

Do you use your position as an employee at the union to obtain support for the JLG campaign?

If so, with whom and what support was obtained?

Does the Union have a firewall policy?

Are you privy to, aware of, or familiar with ads by any Union, or its affiliates, which support the JLG campaign?

Did you ever engage in any discussions with anyone at the Unions concerning any ads supporting the JLG campaign?

Are you privy to, aware of, or familiar with ads by any Union, or its affiliates, which oppose the JLG campaign?

Did you ever engage in any discussions with anyone at the Unions concerning any ads opposing the JLG campaign?

Is there a written firewall policy statement that has been distributed to the Union employees, consultants and clients affected by the policy?

The firewall must be designed and implemented to <u>prohibit the flow of information between employees or consultants providing service to the person paying for the communication and those employees or consultants providing services to a political party committee or to the candidate who is clearly identified in the communication</u> or to the campaign of the candidate opposing the candidate clearly identified in the communication.

How does the agreement between the Union and the JLG campaign implement and establish a firewall to prohibit the flow of information between the Union employees and the staff loaned to the campaign, who provide services to the candidate identified in the communication?

Exhibit 10

Outlook

RE: OCF FI 2026-007 Investigation

From Sanford, William (OCF) <william.sanford@dc.gov>
Date Wed 5/27/2026 12:44 PM
To Jessica Robinson <jrobinson@tristerross.com>
Cc Collier-Montgomery, Cecily (OCF) <cecily.collier-montgomery@dc.gov>

Good morning Ms. Robinson,
The Office of Campaign Finance(OCF) was not aware that you represent the individuals you have identified as campaign personnel. However, your representation is noted, and all future communications in connection with those individuals will be directed to you.
The May 27, 2026, deadline cited in my May 22, 2026, email, was set because this matter is time sensitive and the short response period reflects OCF's effort to expedite the completion of the investigation. You are correct in concluding that it is not the intent of OCF to disadvantage the Campaign of Ms. George's Campaign or for that matter, any Candidate. It is OCF's intent is to resolve this matter as expeditiously as possible and avoid the possibility of allegations casting a shadow of suspicions over the Campaign.
Nonetheless, if additional time is required to prepare responses, please advise how much time is required.

In addition, the Supplement you received on May 4, 2026, was transmitted to you to provide you with an opportunity to respond to any additional allegations. Because the submission is identified as a Supplement to the original Complaint, it has become part of the record and therefore the Campaign should provide a response to it.

Thank you for your consideration.

William O. SanFord

From: Jessica Robinson <jrobinson@tristerross.com>
Sent: Wednesday, May 27, 2026 12:01 AM
To: Sanford, William (OCF) <william.sanford@dc.gov>
Cc: Collier-Montgomery, Cecily (OCF) <cecily.collier-montgomery@dc.gov>
Subject: OCF FI 2026-007 Investigation

Dear Mr. SanFord:

As you know, I represent Janeese for DC (the "Campaign") in the above-referenced matter (the "OCF Investigation"). I also represent Adam Yalowitz in his capacity as the co-campaign manager of the Campaign. On the afternoon of Friday, May 22, you sent communications regarding the OCF Investigation directly to Mr. Yalowitz and to Julia Howell Barros, the Campaign's treasurer. Because I have already made an appearance on behalf of the Campaign in the OCF Investigation, I would have expected you to communicate with me rather than directly with Campaign personnel, or to at least reach out to me to determine whether I am, in fact, representing Campaign personnel in their capacity as such. Please direct to me all future communications regarding the OCF Investigation that are intended for the Campaign or its personnel.

I am writing to address two matters related to the OCF Investigation:

First, in your May 22 emails to Mr. Yalowitz and Ms. Howell Barros, you included a four-and-a-half page document with 67 questions and asked that they provide responses to those questions by today, Tuesday, May 26, 2026. I will not assume that you intended to disadvantage the Campaign with respect to the OCF Investigation by sending these questions to Campaign personnel after 2:00 pm on the Friday before the three-day Memorial Day holiday weekend and setting a deadline for responses to your questions on the Tuesday after the holiday. But, this deadline would be difficult to meet even without the intervening holiday weekend, and the holiday makes it impossible. The Campaign remains fully committed to cooperating with OCF in its investigation of this matter, but when the government asks individuals (or entities) to submit written responses to its questions in an investigation, legal counsel must first assess the procedural and substantive propriety of those questions, and the individuals or entities to whom the questions are directed require adequate time to prepare thoughtful, responsive, and accurate answers to the government's appropriate inquiries and to consult with legal counsel for the purpose of doing so. We reserve all of our rights regarding your May 22 request and will respond as appropriate within a reasonable time.

Second, on May 4, 2026, you sent me an email that you characterized as "Supplement to Docket Number OCF FI 2026-007." The email appears to forward a communication from the original complainant (Kevin Sobkoviak) in the OCF Investigation making additional factually incorrect allegations about the Campaign and arguing that it is "very fair" for OCF to "speculate" that the Campaign violated the law. However, assuming that this communication did, in fact, originate from Mr. Sobkoviak, he evidently submitted these additional allegations without including his full address or signature, and without "verification under oath." *See* 3 DCMR § 3701.2. Because this "supplement" to the Complaint does not conform to the requirements of the Rules governing OCF investigations, OCF must not treat this communication as a valid Complaint or consider it in connection with the OCF Investigation.

I note that you forwarded the communication to me without requesting any response to it from the Campaign. Please advise as to whether that fact indicates that OCF has also concluded that the communication does not comply with DC law and is not considered a "complaint" by your office in the OCF Investigation, or whether, despite the communication's failure to meet the legal requirements for complaints submitted to OCF, OCF will nonetheless treat the communication as a "complaint" and, therefore, the Campaign should provide a response to it.

Sincerely,

Jessica Robinson

Jessica Robinson | Trister, Ross, Schadler & Gold, PLLC
1666 Connecticut Ave. N.W. Suite 550
Washington, DC, 20009
tristerross.com
o: 202.839.4352
c: 202.427.2628

To schedule a meeting with me, please use my calendar to request a time that works for you.

Exhibit 11

BEFORE THE DISTRICT OF COLUMBIA

OFFICE OF CAMPAIGN FINANCE

Responses of Julia Anne Howell

to Written Questions from the Office of Campaign Finance in OCF FI 2026-007

1. **What is your name?**

   Julia Anne Howell

2. **What is your address?**

   1111 Buchanan St, NW
   Washington, DC 20011

3. **Where are you employed?**

   I am self-employed.

4. **What is the physical location of your employment?**

   1111 Buchanan St, NW
   Washington, DC 20011

5. **How long have you been employed there?**

   13 years

6. **What is your job title?**

   Consultant

7. **What are your duties at the Union?**

   I have no duties at any union.

8. What is the date of your first contact with the Janeese Lewis George campaign (the JLG)?

For the mayoral campaign, it was in mid-to-late November, not long before the campaign launched.

9. How did your first contact with the JLG occur?

I was contacted by a long-time supporter and volunteer of Councilmember Lewis George who asked about the possibility of my serving as treasurer of the campaign.

10. Do you have any emails between you and the JLG?

Yes, I am the treasurer of the campaign and communicate with the campaign regularly.

11. Did you have any telephone calls and or texts between you and the JLG?

Yes, as treasurer I communicate regularly with the campaign.

12. Who made the determination that the Union loan you to work on the JLG campaign?

Not applicable ("N/A")

13. Do you have any correspondence, emails and or texts that pertain to an agreement with the JLG campaign and the Union?

Yes. I have copies of agreements between the campaign and the unions from whom the campaign has leased staff. I maintain those with the campaign's financial records and I submitted copies of them to OCF as support for payments to the unions.

14. Since the Union and the JLG campaign agreement postdates your start date, what if any agreement where you governed by to create a firewall concerning the flow of information between the unions and the JLG campaign?

N/A

15. When and, with whom, did these discussions begin?

N/A

16. What is that person's role and title?

N/A

17. Who is paying your salary?

I am a volunteer and do not receive a salary for my work for the campaign.

18. What is the amount of your salary?

N/A

19. How is your salary being paid?

N/A

20. How often do you receive a salary payment?

N/A

21. What credit cards, or method of payment have you used to make purchases for the JLG campaign?

I used a personal credit card once to pay a notary for OCF paperwork.

22. What items were purchased by you for the JLG campaign?

I paid a $5.00 notary fee in May 2026.

23. Have you ever had any discussions with anyone from the Union regarding any purchases you made for the campaign?

No.

24. Have you ever had any discussions with anyone from the Union regarding the campaign's ads?

No.

25. Have you ever had any discussions with anyone from the Union regarding the JLG campaign's needs for services, supplies, ads, or materials?

No.

26. Did the JLG campaign reimbursed [*sic*] you for any expenses?

Not yet, but I will be reimbursed after I submit my receipt for the $5.00 payment to the notary.

27. How much money have you spent on the JLG campaign?

In addition to the $5.00 notary payment, I made a $200 personal contribution to the campaign.

28. How much money did the JLG campaign issue in reimbursements to you?

None to date. See my response to question 26.

29. How did the JLG campaign make the reimbursement?

N/A

30. What is your role in the JLG campaign?

I am the treasurer.

31. What is your title for your role in the JLG campaign?

Treasurer.

32. When did you begin working for JLG campaign?

I believe it was December 1, 2025. My first duties as treasurer, all of which have been as a volunteer, were on the day the campaign launched and documents were filed with OCF.

33. What percentage of your employment is working with JLG's campaign ask about 80% for JLG and 20% for the Union) [*sic*]?

N/A.

34. If you do not work 100% for JLG then who else do you work for and what are your duties?

I have my own consulting business through which I provide fundraising services to nonprofit organizations.

35. Do your duties overlap when working for JLG and the Union?

N/A

36. Have you made public comments about the JLG campaign and unions?

No.

37. Did you review any documents with the Union in connection with your role with the JLG campaign?

No, other than the agreements referenced in my response to question 13 and which I have reviewed in my role as treasurer.

38. What documents did you review and when?

See my responses to questions 13 and 37. I don't recall the exact date I reviewed any of the agreements, but I believe the earliest date would have been in connection with preparing the campaign's January R&E report.

39. Did you receive Union reimbursement salary payments from the JLG campaign during the month of April?

No.

40. Did you execute any documents with the Union in connection with your role with the JLG campaign?

No.

41. What documents did you execute and when?

N/A

42. Did you engage in any discussions with the Union in connection with your role with the JLG campaign?

No.

43. With whom did you have these discussions?

N/A

44. How many times have you communicated with the Union, in connection with your role with the JLG campaign?

None.

45. If so when did these discussions first begin?

N/A

46. Did you engage in any discussions with the JLG campaign in connection with your role with the Union?

N/A

47. With whom did you have these discussions?

N/A

48. How many times have you communicated with the JLG campaign, in connection with your role with the Union?

N/A

49. If so when did these discussions first begin?

N/A

50. Are you aware of any agreement executed between the JLG campaign and the Union?

Yes. See my responses to questions 13, 37 and 38.

51. What is the date of such agreement?

The agreement between the Campaign and Local 25 regarding Amanda Gomez was dated December 1, 2025.

The written agreement between the Campaign and Local 25 regarding Rob Wohl was dated April 8, 2026.

The agreement between the Campaign and UNITE HERE regarding Adam Yalowitz was dated December 1, 2025.

The agreement between the Campaign and UNITE HERE regarding Kimmon Williams was dated December 1, 2025.

The agreement between the Campaign and SEIU 32BJ was dated March 17, 2025.

52. There are references, in some of the agreements, to payment for periods as early as November, which predates the date of the agreement, did you engage in work prior to the date of any agreement pertaining to your services with the JLG campaign?

No.

53. Did you have the opportunity to review that agreement?

See my responses to questions 13, 37 and 38. I did not review any of the agreements prior to their execution but have since seen them.

54. Did you discuss the content of that agreement with anyone?

Only to the extent necessary to understand their relevance to the campaign's payments to the unions.

55. If so, what did you discuss and with whom?

I believe I discussed with Julia Petracca the reason the agreements were being uploaded to the OCF portal for filing.

56. Are you privy of [*sic*] contributions made by any Union to the JLG campaign?

No. No union has made any contribution to the campaign.

57. If so, which Union and what are the amounts and dates of the contributions?

N/A

58. Do you use your position as an employee at the union to obtain support for the JLG campaign?

N/A

59. If so, with whom and what support was obtained?

N/A

60. Does the Union have a firewall policy?

I don't know.

61. Are you privy to, aware of, or familiar with ads by any Union, or its affiliates, which support the JLG campaign?

Only those mailers that have been mailed to my house that I have seen on social media.

62. Did you ever engage in any discussions with anyone at the Unions concerning any ads supporting the JLG campaign?

No.

63. **Are you privy to, aware of, or familiar with ads by any Union, or its affiliates, which oppose the JLG campaign?**

    Only if they have been mailed to my house or if I have seen them on social media.

64. **Did you ever engage in any discussions with anyone at the Unions concerning any ads opposing the JLG campaign?**

    No.

65. **Is there a written firewall policy statement that has been distributed to the Union employees, consultants and clients affected by the policy?**

    I don't know.

66. **The firewall must be designed and implemented to <u>prohibit the flow of information between employees or consultants providing service to the person paying for the communication and those employees or consultants providing services to a political party committee or to the candidate who is clearly identified in the communication</u> or to the campaign of the candidate opposing the candidate clearly identified in the communication.**

How does the agreement between the Union and the JLG campaign implement and establish a firewall to prohibit the flow of information between the Union employees and the staff loaned to the campaign, who provide services to the candidate identified in the communication?

I am not familiar with any union's internal firewall policy.

By: *Julia Howell Barros*

Julia Anne Howell

Date: 06/03/26

OCF FI 2026-007.Howell Response to OCF Questions.Signed

Final Audit Report 2026-06-03

Created:	2026-06-03
By:	Jessica Robinson (jrobinson@tristerross.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVqjXcxz8vtXUGiR2dQKhf_G38_eJwiXx

"OCF FI 2026-007.Howell Response to OCF Questions.Signed" History

Document created by Jessica Robinson (jrobinson@tristerross.com)
2026-06-03 - 5:45:14 PM GMT

Document emailed to Julia Howell Barros (jhowellbarros@gmail.com) for signature
2026-06-03 - 5:45:19 PM GMT

Email viewed by Julia Howell Barros (jhowellbarros@gmail.com)
2026-06-03 - 5:47:11 PM GMT

Document e-signed by Julia Howell Barros (jhowellbarros@gmail.com)
Signature Date: 2026-06-03 - 5:47:30 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-06-03 - 5:47:30 PM GMT

Exhibit 12

DISTRICT OF COLUMBIA
OFFICE OF CAMPAIGN FINANCE

	)	
	)	
In Re: Janeese for DC	)	
	)	Docket No. OCF FI 2026-007
	)	

MOTION FOR RECONSIDERATION

Janeese Lewis George, Julia Anne Howell, and Janeese for DC (collectively, the "Campaign") move the Director of the Office of Campaign Finance ("OCF") to reconsider its Order, dated June 12, 2026 (the "Order"), imposing fines based on findings of fact and conclusions of law set forth therein.

This Motion is filed pursuant to 3 DCMR § 3709.13, a regulation that is cited in the Order's notice regarding further review. Within five days of an order of the Director imposing a fine, section 3709.13 allows a respondent to "file a Motion for Reconsideration to address issues considered mitigating that were not presented during the hearing." In this matter, neither the Director nor OCF convened a hearing of any kind; there was no full investigation under § 3704, and no informal hearing under § 3709.

The Director's Order is *ultra vires* and void. The Director lacked authority to impose penalties following only a preliminary investigation because: (1) the penalty authority granted by 3 DCMR § 3711.1 is expressly conditioned on a prior determination made pursuant to § 3704 or § 3709, neither of which was invoked; and (2) the mandatory prerequisite of a reasonable cause finding and notice of a full investigation under § 3704.1 was never satisfied. Therefore, the Campaign moves the Director to immediately vacate the Order.

A supporting memorandum of law is attached.

Dated: June 17, 2026

Jessica Robinson, DC Bar # 489091
Trister, Ross, Schadler & Gold PLLC
1666 Connecticut Ave., NW, Ste. 550
Washington, DC 20009

Counsel to Janeese for DC

DISTRICT OF COLUMBIA
OFFICE OF CAMPAIGN FINANCE

In Re: Janeese for DC	)))))	Docket No. OCF FI 2026-007

MEMORANDUM OF LAW
IN SUPPORT OF THE MOTION FOR RECONSIDERATION

Janeese Lewis George, Julia Anne Howell, and Janeese for DC (collectively, the "Campaign") argue that the Director's June 12, 2026 Order should be vacated because OCF failed to conduct its investigation in accordance with the required procedures.

I. The Order is *Ultra Vires* Because the Director's Penalty Authority Is Expressly Conditioned on a Prior § 3704 or § 3709 Determination.

The procedures for conducting all investigations by the Director and her designees are set forth in Chapter 37 of Title 3 of the D.C. Municipal Regulations ("Chapter 37").[1] OCF is required to conduct investigations "fairly and professionally, and in a manner that protects the rights and reputations of public employees and officials."[2] But OCF has fallen short of this standard because it failed to follow the procedures set forth in Chapter 37.

The Director lacked authority to issue the Order and impose penalties at the stage of the proceedings at which she did so. Section 3711.1 states with precision that the Director may ministerially impose fines only "upon a determination, pursuant to §§ 3704 or 3709, that a violation has occurred."[3] This is not a general grant of penalty authority; it is a conditional grant that can only be exercised after one of two specific regulatory pathways has been completed. Section 3704 governs full investigations, and § 3709 governs informal hearings for reporting and disclosure violations. Neither pathway was invoked here. No full investigation was opened, no reasonable cause determination was made, and no informal hearing was conducted.

The D.C. Court of Appeals has repeatedly held that an administrative agency is a creature of statute and may not act in excess of its statutory authority, and that the purported exercise of jurisdiction beyond that conferred by the legislature is *ultra vires* and a nullity. *See District of Columbia Office of Tax and Revenue v. Shuman*, 82 A.3d 58, 66-67 (2013); *District Intown*

---

[1] 3 DCMR 3700.1.

[2] 3 DCMR 3700.2.

[3] 3 DCMR § 3711

Properties, Ltd. v. District of Columbia Dept. of Consumer and Regulatory Affairs, 680 A.2d 1373, 1379 (1996). A penalty order issued without satisfying the express statutory and regulatory prerequisites of § 3711.1 is not merely erroneous — it is void.

A. *OCF Failed to Launch an Adversarial, Adjudicative "Full Investigation."*

OCF investigations fall into three categories: internal inquiry, preliminary investigation, or full investigation.[4] In this matter, OCF initiated a preliminary investigation on April 21, 2026, when it received a complaint from Kevin Sobkoviak.[5]

"A preliminary investigation conducted by OCF shall be strictly investigatory, non-adversarial, and non-adjudicatory."[6] Within 30 days of initiating a preliminary investigation, the Director must determine whether a full investigation is necessary based on a finding that there is reasonable cause to believe that a violation has occurred.[7]

A full investigation begins when two conditions are satisfied: the Director has made a finding of reasonable cause and OCF has notified the respondent of the full investigation.[8] These are conjunctive, mandatory prerequisites: both must be satisfied before a full investigation can begin, and both must be satisfied before the Director can exercise the penalty authority that § 3711.1 conditions on a § 3704 determination. Neither was satisfied here. The Director made no finding of reasonable cause, and the respondents received no notice that a full investigation had commenced.

Thus, by operation of 3 DCMR 3703.4, OCF's investigation into this matter ended on May 22, 2026, when it did not proceed to a full investigation within 30 days of the filing of the complaint that initiated the preliminary investigation. Yet, according to the Order, this procedural defect was brought to OCF's attention by counsel for Safe and Affordable DC ("SADC"). Order at 18-19. Inexplicably, the Order does not contain any analysis, findings of fact, or conclusions of law that relate to this issue. OCF's implicit determination to simply ignore the issue is neither fair nor professional. Without a pending investigation – that is, *without jurisdiction over the matter* – there was no basis in law for the Director to issue the Order or impose fines.

Administrative agencies must abide by their own rules and regulations, and failure to do so warrants reversal where the non-governmental party has been prejudiced by the agency's action. *See Braddock v. Smith*, 711 A.2d 835,840 (1998). In *Babazadeh v. District of Columbia*

---

[4] 3 DCMR 3700.3.

[5] Order at 1; see 3 DCMR 3703.2(b).

[6] 3 DCMR 3703.3.

[7] 3 DCMR 3703.1, .4.

[8] 3 DCMR 3704.1.

Hackers' License Appeal Bd., 390 A.2d 1004, 1009 (1978), the court vacated a suspension order because the agency failed to follow its own procedural regulations, grounding the decision in both the DCAPA's requirements of notice and an opportunity to confront adverse witnesses and the agency's own regulations. *See Babazadeh*, 390 A.2d at id.

The prejudice here is manifest and direct. The reasonable cause finding and notice requirements of § 3704.1 are not mere formalities. They serve the critical function of informing the respondent that the investigation has escalated to a stage where penalties may result, triggering the respondent's right to respond to allegations, to submit evidence, and to participate in the process before a determination is made. Without the notice, the Campaign reasonably believed that OCF's investigation remained preliminary, "non-adversarial, and non-adjudicatory."[9] By skipping these steps entirely, OCF deprived the Campaign of the opportunity to contest the factual basis for the investigation, to produce exculpatory evidence, and to demonstrate that the Campaign did not violate the law. This is precisely the kind of prejudice that *Babazadeh* and *Robinson* recognize as warranting reversal.

B. *OCF Failed to Conduct an Informal Hearing in this Matter.*

As explained above, the preliminary investigation by OCF is "strictly investigatory, non-adversarial, and non-adjudicatory."[10] Because OCF did not launch a full investigation, the Director's only available procedure to impose any fine arising out of the complaint was to hold an informal hearing pursuant to § 3709.[11] No such hearing was noticed or held.

By issuing the Order without a full investigation or a hearing, the Director deeply and unfairly prejudiced the Campaign. The Campaign responded to the inquiries it received from OCF.[12] But in the absence of the Director's order to show cause required by an informal hearing (or, indeed, the commencement of the adversarial process of a full investigation), the Campaign had no way of knowing how to defend itself in this matter. This is especially true with respect to the portion of the Order concluding that the Campaign violated depository banking requirements by reimbursing staff for campaign expenses[13]—an absurd conclusion that does not correspond to any of the flimsy allegations or circumstantial evidence mentioned in Sobkoviak's complaint[14]

---

[9] 3 DCMR 3703.3.

[10] 3 DCRM § 3703.3.

[11] 3 DCRM § 3711.1

[12] The Campaign disputes that OCF actually contacted all of the "witnesses" who are identified in the Order.

[13] Order at 36-38.

[14] Among other things, Sobkoviak's complaint questioned a reported expenditure because the amount ($19,737.00) was "a round number." Order at 4. The complaint appears to treat the number's roundness as circumstantial evidence that the expenditure was either fabricated or not really made for the purpose disclosed.

and conflicts with OCF's own regulations[15] and OCF's past practice allowing such reimbursements.[16]

The failure to launch a full investigation or hold a hearing further prejudiced the Campaign and frustrated the interests of justice because the Order decided many disputed factual issues of critical importance.[17] Additionally, a full investigation or hearing would have presented the Campaign with the opportunity to contest OCF's various descriptions of the government's burden of proof in this matter.[18]

So, no hearing was held. Yet the Order itself included a notice stating that any party adversely affected by the Order may move for its reconsideration under the informal hearing procedures of 3 DCMR 3709.13—*as if an informal hearing had been held*.[19]

By issuing this prejudicial Order without the prerequisite full investigation or hearing—and after the close of business on the Friday before the election—OCF has shown disdain for the rights and reputations of the Campaign and its candidate.

The Director should vacate the Order because it is not the product of generally applicable OCF procedures and is therefore *ultra vires*.

---

[15] See 3 DCMR § 4213.7 (permitting reimbursement of committee staff for purchases so long as those reimbursements are reported).

[16] As evidenced by years of committee reports on file with OCF, committees have long been allowed to reimburse staff for advance purchases in excess of $50 without OCF raising concerns or putting an end to this practice.

[17] Order at 28-31 (Findings of Fact).

[18] The Order does not clearly state the burden of proof according to which OCF decided factual issues. Instead, in its Conclusions of Law—but without citation to authority—OCF based its presumption of coordination on "a preponderance of the evidence and the totality of the circumstances" and, in the following paragraph, "the vast accumulation of circumstantial evidence." Order at 34. Then OCF—again citing no authority—appeared to impose on the Campaign a higher burden of rebutting the presumption by "affirmative, credible, and contemporaneous evidence." Order at 34. Even when a rebuttable presumption exists under the law, that presumption does not shift the burden of *proof* from the government to the respondent. It merely shifts the burden of *production* on that issue. The burden of proof remains with the government. *See Green v. DC Dept. of Empl. Svcs.,* 499 A.2d 870,874 (1985). Finally, OCF appeared to decide *as a matter of law* that "it defies logic and credulity that the presumption of coordination *can be* successfully rebutted." Order at 36 (emphasis added).

The Campaign does not understand the Order to be based on a consistent or legally correct burden of proof. In contrast, in proceedings before the Board, "the Office of Campaign Finance has the burden of proving a violation with reliable, probative and substantial evidence." 3 DCMR 423.5; see also In Re *Elissa for DC*, No. 22-028b (D.C. Board of Elections, Feb. 7, 2023), at 8 (Order denying OCF's motion for reconsideration because OCF had made "meritless" arguments about the burden of proof).

[19] Order at 40.

II. The Order Imposed Fines that Exceed the Director's Statutory Authority.

If the Director declines to vacate the Order, then the Director should modify it to conform to the Director's statutory authority to impose fines.

D.C. Official Code § 1-1163.35(a)(4) authorizes the Director to administratively issue fines according to a schedule issued by the Board. But "[t]he *aggregate* amount of penalties imposed under [this authority] may not exceed $4,000."[20]

The Order imposes fines against the Campaign and SADC in an aggregate amount of $20,000, including $16,000 imposed against the Campaign. If it is not vacated, then Order should be modified so that the aggregate amount of fines does not exceed $4,000.

CONCLUSION

The Order is *ultra vires* due to OCF's fatal procedural irregularities. Because OCF failed to abide its own rules and regulations in issuing the Order and imposing the penalties therein, Director should grant this Motion and vacate the Order immediately.

Dated: June 17, 2026

Jessica Robinson, DC Bar # 489091
Trister, Ross, Schadler & Gold PLLC
1666 Connecticut Ave., NW, Ste. 550
Washington, DC 20009

Counsel to Janeese for DC

[20] D.C. Official Code § 1-1163.35(a)(4) (emphasis added).

CERTIFICATE OF SERVICE

This is to certify that I have served a true copy of the foregoing Motion for Reconsideration and Memorandum of Law on Cecily E. Collier-Montgomery, Director, at the Office of Campaign Finance by email at cecily.collier-montgomery@dc.gov, and William O. SanFord, General Counsel, at the Office of Campaign Finance, by email at william.sanford@dc.gov on this 17th day of June, 2026.

Dated: June 17, 2026

Jessica Robinson, DC Bar # 489091
Trister, Ross, Schadler & Gold PLLC
1666 Connecticut Ave., NW, Ste. 550
Washington, DC 20009

Counsel to Janeese for DC

Exhibit 13

BEFORE THE DISTRICT OF COLUMBIA
OFFICE OF CAMPAIGN FINANCE
SUITE 775, 1015 Half STREET, SE
WASHINGTON, D.C. 20003

IN THE MATTER OF DATE: June 23, 2026

Janesse for DC)
) DOCKET NO: OCF FI-2026-007
)
)
)

ORDER IN RESPONSE TO A MOTION FOR RECONSIDERATION

Background:

The Office of Campaign Finance received a complaint from Kevin Sobkoviak on April 24, 2026, in which he alleged the following:

"There are common employees working for both Unite Here Local 25 a major donor to Safe and Affordable DC and Janesse Lewis George's campaign.

Safe and Affordable DC shares office space at the exact same address as well as staff with Local 25.

JFDC conceals this connection by not disclosing who they are paying /reimbursing at Local 25 by using a third-party vendor...

Coordinated independent expenditures are violative of DC's campaign finance regulatory scheme.

If Safe and Affordable DC's expenditure are indeed coordinated with the Janesse Lewis George's campaign, they constitute impermissible and excessive contributions…"

The public, press, regulators, and law enforcement agencies are in the dark regarding the identities of at least three different JFDC staffers."

An individual by the name of Adam Yalowitz, a Local 25 employee, $22,778.00 for 'campaign materials.' According to public records, Yalowitz's 2024 annual salary was merely $55,000 per year, begging the question of whether Yalowitz was actually the one being reimbursed, or whether it was his employer union or another third party. Furthermore, how would an individual be able to spend such impressive funds on campaign materials for a Fair Elections candidate?

Safe and Affordable DC has already produced one or more mass-mailers which utilized one of JFDC's official campaign photos on the piece, which is clear evidence of collusion, or at least willful disregard for rules.

Janeese Lewis George is a participating candidate in the Fair Elections Program, the hallmark taxpayer-funded public financing program administered by the DC Office of Campaign Finance.

In an attempt to prevent the public from seeing the clear connection and coordinated activity between her campaign and Safe and Affordable DC, Janeese Lewis George's campaign has demonstrated a concerted effort to conceal individuals and parties to whom payments were made.

On April 24, 2026, the Office of Campaign Finance (OCF) acknowledged receipt of the complaint and notified the Janesse for DC Fair Elections Campaign Committee (hereinafter Committee) that the complaint against the Committee has been filed by Mr. Sobkoviak and docketed as OCF FI 2026-007.

OCF also advised the Committee of its right to respond to the allegations in the complaint.

On May 1, 2026, Mr. Sobkoviak submitted a Supplement to the original complaint in which

He alleged the following:

1) Campaign finance reports filed by the Janeese Lewis George campaign (JLG) show two payments to Unite HERE Local 25 (Local 25) described as "Rental." The first was on December 15, 2025, for $19,737.00, the second was on December 31,2025 for $24,739.65. Of particular interest is the first payment. While the second payment follows the pattern of other payroll reimbursements, the first is a round number. What is JLG renting from Local 25? Is it office space? If not, what?

2) With office space in mind, JLG should be questioned as to where they were located when the campaign was launched and where it was housed during the weeks thereafter. Numerous sources indicate the campaign was using or altogether operating from the offices of Local 25 located at 901 K Street NW, Suite 200, Washington, DC 20001. Whether or not JLG paid for the office space is unclear. If not, the space represents an improper in-kind contribution.

3) More significantly, the IE, Safe & Affordable DC, is located at the same address: 901 K Street NW, Suite 200, Washington, DC 20001. Did the campaign and IE operate from the same location?

4) Importantly, Safe & Affordable DC registered with OCF on January 20, 2026, BUT there is evidence that it was operating and spending funds as early as December 19, 2025, the date on which it paid for and registered its website with ICANN as proven here https://who.is/whois/safeandaffordabledc.com and, see also, the image that appears at the end of this email.

5) Again, did the campaign and IE operate from the same office space? As proven, Safe & Affordable was operating before registering with OCF on January 20, 2026.

In summary:

Local 25 and JLG share staff.

Safe & Affordable DC and Local 25 share staff.

JLG, Local 25 and Safe & Affordable DC seem to have shared the same offices.

JLG, Local 25, and Safe & Affordable DC share a common objective.

OCF acknowledge receipt of the Supplement and forwarded a copy to the Committee

On May 4, 2026, OCF additionally advised the Board of Elections that the complaint had been accepted and a Full Investigation had commenced. OCF also included the information in its presentation during the scheduled Board of Elections Monthly Meeting on May 6, 2026. After notifying the Committee of the investigation OCF transmitted questions to the Individuals who had been identified in the complaint as possible witnesses or participants in the alleged improper activity.

Summary of Evidence:

On May 4, 2026, Jessica Robinson entered her appearance as counsel for the Committee and the candidate. On May 27,2026, counsel advised that she represents the Committee and its employees. Counsel's request for additional time to submit responses to the questions was granted.

On June 3, 2026, OCF received responses from Adam Yalowitz and Julia Howell-Barros. Pursuant to the completion of the investigation which included a review of the allegations in the complaint, examination of the evidence submitted and the applicable statutory and regulatory authority, OCF issued an order on June 12, 2026, which included the following conclusions:

1.The Committee violated of D.C. Official Code § 1-1163.08(a) - Reimbursing a staffer for payment of an expenditure that was paid by a personal credit card not affiliated with the depository for the candidate nor committee and 3DCMR §3711.2(v); and should be fined $4,000.00 Making an Expenditure in excess of the expenditure limitations;*

2. The Committee should be fined $4,000.00 for a violation of 3 DCMR §3711.2(l)* Accepting contributions in excess of the contribution limits;

3. The Committee should be fined $4,000.00 for a violation of 3 DCMR 3711.4(y) - Failing to comply with the Fair Elections requirements; and

4. The Committee should be fined $4,000.00 for a violation of 3 DCMR 3711.4(aa) - Making expenditures for any purpose prohibited under § 4209.

* *Although Fines 1 and 2 cite § 3711.2(v) and § 3711.2(l) respectively, the fines are valid and authorized because the identical violations and identical $4,000 fine amounts appear in the FEP-specific schedule under § 3711.4, which expressly governs fines for Fair Elections Program violations. Any citation error is harmless as a matter of law given that the Director's authority, the applicable fine amount, and the substantive violation are each confirmed under the correct provision. The citations are hereby clarified to reflect § 3711.4 as the applicable fine schedule for all four violations imposed against Janeese Lewis George, Julia Anne Howell, and Janeese for DC, as a Fair Elections Program participating candidate and committee.*

A timely Motion for Reconsideration was filed in accordance with Title 3 of the District of Columbia Municipal Regulations § 3709.13.

<u>Motion for Reconsideration</u>

Counsel for the Committee asserts the following in her Motion for Reconsideration:

1. OCF failed to Launch an Adversarial, Adjudicative “Full Investigation.”

This argument is without merit. When OCF notified the Committee, of the original complaint and provided a copy on April 24, 2026, the Committee was advised that "the complaint has been accepted and an Investigation has been opened... you may submit the responses you deem appropriate…If you have any questions please contact me…" Counsel provided a written response which was received on May 5, 2026.

When OCF received a Supplement to the original complaint, OCF notified the counsel and provided her with a copy on May 4,2026. On May 27, 2026, counsel advised OCF that her representation also included Adam Yalowitz and Julia Howell Barros. Counsel also questioned whether the Supplement required a response. OCF advised that the Supplement was an addition to the original complaint and responses to the additional allegations were required. From the beginning the investigation was identified as a Full Investigation. The FI in the Docket Number OCF FI 2026-007 denotes Full Investigation and clearly Identifies the category in which the Investigation has been assigned.

OCF Investigations are conducted in accordance with Title 3 of the District of Columbia Municipal Regulations (3DCMR).

3 DCMR §3704 provides in pertinent part that:

3704.1 "A full investigation regarding any alleged violation of the Act or Chapters 30-42 of this title shall commence upon a finding of reasonable cause by the Director and notice to the respondent that a full investigation has commenced.

3704.7 Within ninety (90) days of receipt of any complaint, the Director shall:

(a) Cause evidence to be presented to the Board, if sufficient evidence exists constituting an apparent violation, pursuant to § 3706;

(b) Dismiss the complaint, if insufficient evidence exists to present the matter, pursuant to § 3705; or

(c) Impose civil penalties, pursuant to § 3711, upon a determination that a violation of the reporting and disclosure requirements prescribed by the Act and/or Chapters 30-42 of this title has occurred."

2. OCF Failed to Conduct an Informal Hearing in the Matter

This allegation does not provide grounds for reconsideration because,

3DCMR §3709.1Provides that "The Director may institute or conduct an informal hearing, including an order to show cause, on alleged violations of the reporting and disclosure requirements, prescribed by the Act and Chapters 30-42 of this title.
Clearly this is not a requirement, it is optional as indicated by "may" not "shall".

While Counsel cites the Notice as evidence that an informal hearing is required, the Notice merely cites the respondent's right to seek reconsideration and does not state that an Informal Hearing is a prerequisite to filing a Motion for Reconsideration.

Moreover, the informal hearing process detailed in 3 DCMR § 3709 is separate and distinct from the investigative process initiated upon the filing of a complaint pursuant to 3 DCMR § 3701. The informal hearing process is initiated by the Director and utilized in most instances where there has been an alleged failure to comply with the reporting and disclosure requirements as applicable to those documents listed in 3 DCMR §3709.2.

3. **The Order Imposed Fines that Exceed the Director's Statutory Authority.**

§ 1-1163.35 provides at paragraph (a)(2)(A) that "A candidate or other person charged with the responsibility under this subchapter for the filing of any reports or other documents required to be filed pursuant to this subchapter who fails, neglects, or omits to file any such report or document at the time and in the manner prescribed by law, or who omits or incorrectly states any of the information required by law to be included in such report or document, in addition to any other penalty provided by

law, may be assessed a civil penalty of not more than $4,000 for the first offense and not more than $10,000 for the second and each subsequent offense."
Further, § 1-1163.35 (a) (4) specifically authorizes the Director to impose fines administratively as follows:

Notwithstanding the provisions of paragraph (3) of this subsection, the Campaign Finance Board may issue a schedule of fines that may be imposed administratively by the Director of Campaign Finance for violations of Parts A through E of this subchapter. A civil penalty imposed under the authority of this paragraph may be reviewed by the Campaign Finance Board in accordance with the provisions of paragraph (3) of this subsection. The aggregate amount of penalties imposed under the authority of this paragraph may not exceed $4,000.

In addition, 3DCMR § 3711 provides in pertinent part that:

"3711.1 Upon a determination, pursuant to §§ **3704** or 3709, that a violation has occurred, the Director may ministerially impose fines upon the candidate, treasurer, committee, designated agent under § 3000.12, or any other person, in the following manner:

(a) Each allegation shall constitute a separate violation;"

Accordingly, the Motion for Reconsideration has not provided any evidence that OCF committed any procedural errors or irregularities.

Therefore, I conclude that the arguments presented do not provide any valid grounds for reconsideration of the previous order dated June 12, 2026.

June 23, 2026
Date

/s/ William O. SanFord
William O. SanFord
General Counsel

Accordingly, it is hereby ordered that: The Motion for Reconsideration (Docket No.: OCF FI 2026 -007) is denied.

June 23, 2026
Date

/s/ Cecily E. Collier-Montgomery
Cecily E. Collier- Montgomery
Director

This Order may be appealed to the Board of Elections within 15 days from the date of issuance.

CERTIFICATE OF SERVICE

This is to certify that I have served a true copy of the foregoing Order on Jessica Robinson Esq, by email at Trister, Ross, Schadler & Gold, PLLC jrobinson@tristerross.com on this the 23rd day of June 2026.

_/s/ William O. SanFord________
William O. SanFord
General Counsel

CERTIFICATE OF SERVICE

This is to certify that I have served a true copy of the foregoing Exhibits to Request for Hearing De Novo on Board of Elections General Counsel Terri Stroud by email at tstroud@dcboe.org, OCF Director Cecily E. Collier-Montgomery by email at cecily.collier-montgomery@dc.gov, and OCF General Counsel William O. SanFord by email at william.sanford@dc.gov on this the 9th day of July, 2026.

By: ____________________________

Jessica Robinson
1666 Connecticut Ave. NW
Suite 550
Washington, DC 20009
(202) 839-4352
jrobinson@tristerross.com

Counsel to Petitioners Councilmember Janeese Lewis George, Janeese for DC, and Julia Howell Barros