

**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**

In Re: Janeese for DC

)
) June 12, 2026
)
) 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

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- 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. Reports¹ 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>

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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 union². 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-mailers³ 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 JFDC photo gallery is linked on JFDC campaign page under the "Get Involved" tab, here: <https://janeesefordc.com/>

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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.

Responses

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

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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.

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- 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

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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

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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

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— 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.

Investigation

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

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- 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

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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

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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.*

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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

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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;

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- 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.

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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.

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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

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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

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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.

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 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

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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 (RFI), 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.

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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.

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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

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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

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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 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 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 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

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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.

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- 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) RFAs 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) On 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:

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- 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 RFAs 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.

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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.

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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

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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.

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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.

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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, SEIU 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

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- 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.

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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

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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.

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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
Date

/s/ William O. SanFord
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:

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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

Date

/s/ Cecily E. Collier-Montgomery

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.