

**BEFORE THE OFFICE OF CAMPAIGN FINANCE  
DISTRICT OF COLUMBIA BOARD OF ELECTIONS  
FRANK D. REEVES MUNICIPAL BUILDING  
2000-14<sup>th</sup> STREET, N.W., SUITE 433  
WASHINGTON, D.C. 20009  
(202) 671-0550**

|                           |   |                          |
|---------------------------|---|--------------------------|
| IN THE MATTER OF          | ) | DATE: September 27, 2013 |
|                           | ) |                          |
| Patrick Mara              | ) | DOCKET NO.: FI 2013-012  |
| Former Candidate for      | ) |                          |
| At-Large Councilmember    | ) |                          |
| 3211 11th Street, NW #200 | ) |                          |
| Washington, DC 20010      | ) |                          |

**ORDER**

**Statement of the Case**

This matter came before the Office of Campaign Finance (hereinafter OCF) Office of the General Counsel pursuant to a newspaper article published in the Washington Post on April 15, 2013. It was alleged that in 2009, former candidate for At-Large Councilmember, Patrick Mara, entered into a contract with an entity identified as DC Progress to solicit funds from donors to his 2008 At-Large Councilmember campaign in exchange for consulting fees. Specifically, the article stated that Mr. Mara (hereinafter respondent) agreed to send fundraising letters in support of DC Progress to “all his donors from his 2008 campaign.”

D.C. Official Code §1-1163.04(3) (2012 Edition) provides that the Director of the Office of Campaign Finance shall: “[m]ake the reports and statements filed with him or her available for public inspection and copying, commencing as soon as practicable, but not later than the end of the 2<sup>nd</sup> day following the day during which it was received, and by duplicating machine, as requested by any person, at reasonable cost to the person, except any information copied from the reports and statements shall not be sold or utilized by any person for the purpose of soliciting contributions or for any commercial purpose.” Consequently, the Office of the General Counsel initiated an inquiry to determine whether the respondent violated the provision of the statute that prohibits use of campaign finance reports for commercial purposes.

By Notice of Hearing, Statement of Violations and Order of Appearance dated June 24, 2013, OCF ordered the respondent to appear at a scheduled hearing on July 3, 2013 and show cause why he should not be found in violation of the D.C. Campaign Finance Act of 2011, as amended by D.C. Official Code §1-1163.04 (3) et seq., and fined

accordingly. Pursuant to a request for a continuance by the respondent, the hearing was rescheduled for July 12, 2013.

OCF additionally requested that the respondent provide a copy of the contract he executed with DC Progress.

### **Summary of Evidence**

On July 12, 2013, the respondent appeared at the scheduled hearing pro se.

After being duly sworn, the respondent testified that he unequivocally denies exchanging a list of donors to his 2008 campaign for At-Large Councilmember for personal financial gain. Respondent further stated that he executed a consulting contract with DC Progress in 2009, to assist in increasing the exposure of the organization to potential donors and supporters. However, he stated that he never provided the organization with a list of contributors to his 2008 campaign for At-Large Councilmember or any related documents. The respondent additionally stated that when he served as a consultant for DC Progress, he made telephone calls on behalf of the organization to friends and business acquaintances whom he had known before he ran for the City Council in 2008. He also stated that he arranged meetings between representatives of DC Progress and certain individuals at the conclusion of which, attendees were solicited for contributions to the organization. Respondent concluded that his only copy of the contract was apparently removed from an unsecured file at the DC Republican Headquarters and he had no means of producing any additional copies of the document. Thus, he did not provide OCF with a copy of the contract.

OCF also summoned Christian Robey, former president of DC Progress who executed the consulting contract with the respondent, to appear at an interview and provide testimony regarding the agreement between the parties to the contract. OCF additionally requested that Mr. Robey provide a copy of the consulting contract.

On August 23, 2013, Mr. Robey appeared at OCF. He was accompanied by counsel, Craig Engle, Esq. After being duly sworn, Mr. Robey stated that he has changed his residence twice since 2009 when DC Progress ceased to exist, and that despite his best endeavors, he was unable to locate a copy of the contract between the respondent and DC Progress. Mr. Robey confirmed that the respondent was paid as a consultant, but he could not recall the amount of the payments or the term of the contract. Mr. Robey further stated that the respondent did not provide any information regarding donors to his campaign when he served as a consultant, nor was he asked to do so. Mr. Robey additionally stated that the respondent was engaged by DC Progress to cultivate potential

sources of funding and to generate contacts that were not related to his campaign. Mr. Robey concluded that neither the respondent nor anyone affiliated with DC Progress used any campaign finance reports or contributor lists, for fundraising or any other purposes.

**Findings of Fact**

Having reviewed the allegations and the record herein, I find:

1. Respondent was a candidate for At-Large Councilmember in 2008.
2. In accordance with D.C. Official Code §1-1163.07, respondent registered a Principal Campaign Committee with the Office of Campaign Finance on May 30, 2008.
3. Respondent's Principal Campaign Committee received \$255,267.90 in contributions from 649 donors during the 2008 campaign for At-Large Councilmember.
4. Respondent filed a total of 27 Reports of Receipts and Expenditures between June 10, 2008 and June 9, 2010, when the Principal Campaign Committee terminated.
5. Respondent was prohibited from using campaign donor information for personal gain.
6. Respondent entered into a consulting contract with DC Progress in 2009, subsequent to his At-Large Councilmember campaign in 2008.
7. OCF's attempts to obtain a copy of the subject consulting contract from the respondent, Christian Robey, former president of DC Progress, and the Washington Post were unsuccessful.
8. Respondent and Christian Robey categorically denied the allegation that the respondent used a list of contributors to his 2008 At-Large Councilmember campaign to facilitate fundraising for DC Progress.

**Conclusions of Law**

Based upon the record provided by OCF, I therefore conclude:

- 1 Respondent was required to comply with the provisions of D.C. Official Code §1-1163.04(3).
2. The record herein did not include evidence that established that the respondent violated the provisions of D.C. Official Code §1-1163.04(3) or any provision of the statute or regulations.

3. For good cause shown pursuant to 3DCMR §3705.1, the Director of the Office of Campaign Finance "(Director) may dismiss any case administratively for any of the following reasons:

- (a) Insufficient evidence exists to support a violation;
- (b) Stipulation of the parties;
- (c) Inability to serve process on the respondent;
- (d) Lack of jurisdiction over the respondent; or
- (e) Lack of subject matter jurisdiction.”

4. In accordance with 3DCMR §3705.1(a), the lack of sufficient evidence to support allegations that the respondent violated D.C. Official Code §1-1163.04(3) or any other provision of the statute or regulations when he served as a consultant for DC Progress, warrants the dismissal of this matter.

**Recommendation**

In view of the foregoing and information included in the record, I hereby recommend that the Director dismiss this matter based upon the fact that insufficient evidence exists to support a violation of the Campaign Finance Act of 2011.

\_\_\_\_\_  
September 27, 2013  
Date

\_\_\_\_\_  
/s/  
William O. SanFord  
Hearing Officer

**ORDER OF THE DIRECTOR**

**IT IS ORDERED** that this matter is hereby dismissed.

\_\_\_\_\_  
September 27, 2013  
Date

\_\_\_\_\_  
/s/  
Cecily Collier-Montgomery  
Director

This Order may be appealed to the Board of Elections within 15 days from the date of issuance.

**CERTIFICATE OF SERVICE**

This is to certify that I have served a true copy of the foregoing Order on Patrick Mara, Craig Engle, Esq and Brett G. Kappell, Esq. by regular mail and e-mail to [Patrick@patrickmara.com](mailto:Patrick@patrickmara.com), [craig.enge@arentfox.com](mailto:craig.enge@arentfox.com) and [brett.kappell@arentfox.com](mailto:brett.kappell@arentfox.com), on September 27, 2013.

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**NOTICE**

Any party adversely affected by an Order of the Director may: (1) file a Motion for Reconsideration (Motion) with the OCF within five (5) days after receipt of an Order, provided that, relevant evidence was omitted from consideration at the hearing (3DCMR § 3709.13); or (2) 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 § 3711.2 shall become effective on the sixteenth (16<sup>th</sup>) day following the issuance of a decision or Order: provided that, the Respondent requests a **hearing de novo** with the Board of Elections. Fines imposed shall be paid within ten (10) days of the effective date of the issued Order of the Director. Payment should be made by check or money order, payable to: District of Columbia Treasurer and sent to the *Office of Campaign Finance, Frank D. Reeves Municipal Building, 2000 14<sup>th</sup> Street NW, Suite 433, Washington, DC 20009.*