

April 21, 2020

cela@fec.gov

Federal Election Commission
Office of the General Counsel
Complaints Enforcement and Legal Administration
1050 First St NE
Washington, DC 20463

MUR 7729

RE: Complaint against Ryan Call, an individual and Hale Westfall LLP, a professional limited liability company, collectively, the Respondents

To Whom It May Concern:

Pursuant to 52 U.S.C. §30109 and 11 C.F.R. § 111.4, Chris Marston, Treasurer of Rebuilding America Now (“the Committee”) hereby files this Complaint against Ryan Call, an individual and former treasurer of the Committee, and Hale Westfall LLP, a law firm located in Denver, Colorado (“Hale Westfall”), which is the firm with which the Committee contracted to perform the services as treasurer of the Committee (collectively, “the Respondents”).

Complainant Rebuilding America Now is an independent expenditures only political committee registered with the Federal Election Commission.

This complaint is filed against Respondents for violation of the Federal Election Campaigns Act, Title 52 United States Code, Subtitle III, Chapter 301, Subchapter I (“the Act”) and the regulations promulgated thereunder by the Federal Election Commission (“FEC”), specifically at 11 C.F.R. §

The specific provisions of law violated by Respondents include the following:

Facts of the Violation(s)

The Committee was formed on June 2, 2016, as an independent expenditures only political committee registered with the Federal Election Commission (“FEC” or “the Commission”). In order to satisfy the Commission’s policy on internal controls and segregation of duties, a treasurer and an assistant treasurer were appointed. Respondent Ryan Call was designated as the Treasurer and Custodian of Records for the Committee. Chris Marston was designated as Assistant Treasurer of the Committee. The expertise and duties of the Treasurer and Assistant Treasurer are described in the attached narrative. See Exhibit 1.

Respondent Hale Westfall was retained to serve as treasurer of the Committee, and to manage disbursements, the banking duties and reconciliations, and to be responsible for preparing and filing the Committee’s FEC reports, among other duties.

The Committee entered into an engagement letter with Respondent Hale Westfall LLP on June 15, 2016, to provide the services outlined in the Engagement Letter, and the Committee agreed to pay Respondent Hale Westfall the fees and costs described in the Engagement Letter for the services also described in the Engagement Letter. The Committee paid Hale Westfall as agreed throughout the duration of the engagement. Mr. Call was designated as the primary attorney of Hale Westfall to provide the services described in the Engagement Letter. See Exhibit #2.

Beginning at some point in September 2016, Mr. Call began to distribute funds to his personal bank account, while describing the disbursements as payments to Hale Westfall and in some instances, not including the disbursements in the Committee's FEC reports. As time went on, there were multiple unlawful actions, described more fully below.

The Committee has filed a *sua sponte* submission with the Commission which details the facts giving rise to this Complaint. A copy of the submission is attached as Exhibit #3.

Over a period of nearly three years, until his removal, Mr. Call misappropriated \$278,169.45 to himself and disguised the payments on the Committee's FEC reports as having been made to Hale Westfall or by not including the disbursements at all in the Committee's FEC reports. A spreadsheet of payments made to Mr. Call personally without authorization or permission is attached as Exhibit #4.

Respondent Hale Westfall was engaged by the Committee to provide the accounting, compliance, and treasurer services, and assigned Mr. Call as the attorney with responsibility for providing those services. Many payments were reported by Mr. Call as having been paid to Hale Westfall which were, in fact, paid to Mr. Call personally, without authorization from the Committee. Respondent Hale Westfall failed to properly supervise Respondent Ryan Call to protect the Committee's funds and to ensure compliance with federal law.

Violations of Law by Respondents

Respondents, through their actions and inactions, have violated the following provisions of the Federal Election Campaign Laws ("the Act"):

I. Failure to account properly for contributions and expenditures. 11 C.F.R. §102.9 (52 U.S.C. §30102(c))

Respondents were required by federal law to properly account for all Committee receipts and disbursements and to maintain written records of all transactions, whether by check, credit card, debit card, or other instrument. Respondents failed to maintain proper books and records, such that certain records of disbursements are missing and unable to be reconstructed, such as:

- Mr. Call represented in an email dated December 8, 2016 that he had reconciled the Committee's bank accounts and had prepared the 2016 Post – General Report and all receipts and disbursements were accounted for properly. See Exhibit #5.

However, Mr. Call had not recorded in the Committee's contributions database the \$1 million dollar contribution received on October 31, 2016. In fact, Mr. Call did not add the contribution to the Committee's database until May 15, 2018, some eighteen months after receipt of the contribution. The amount was deliberately excluded from the Committee's database and unavailable for review and reconciliation to the Committee's bank accounts.

- Disbursements reported by Mr. Call as having been paid to various persons as expense reimbursements were not accompanied by receipts, or other underlying documentation to substantiate the payments as required by law. Despite repeated requests, no such documentation were maintained and preserved by Mr. Call in the Committee's books and records.
- The true identity of the payee is unknown for a transaction dated November 25, 2016, in the amount of \$23,135.00 and for which no records exist. The bank records reflect only "bank originated debt". Respondent Mr. Call reported to the FEC that the disbursement was made to Hale Westfall; however, Hale Westfall's accounting records reflect no deposit in that amount on or about that date. The Committee believes that the disbursement was an unauthorized disbursement by Mr. Call to himself based on the pattern of his reporting as payments to Hale Westfall amounts he actually disbursed to himself.
- Significant and material documents and records are missing from the Committee's files and records because of Respondents' failure to obtain, create and preserve records of the Committee's receipts and disbursements as required by 11 C.F.R. 102.9 and 104.18.
- Respondent Ryan Call withdrew funds from the Committee's bank accounts with no documentation as to the purpose of the withdrawals including, but not limited to ATM withdrawals for cash, the cashiers' check styled "bank originated debt" as described above, and other disbursements disguised and reported as payments to Hale Westfall which were deposited in his personal account and for which no documentation exists regarding the purpose(s) of the disbursements and withdrawals.
- Respondent Ryan Call unilaterally created a 'contract' for himself for "PAC consulting" which he signed as both the consultant / payee and as treasurer of the Committee. No persons associated with the Committee were aware of or approved such a contract and no records or evidence of the performance of any PAC consulting services exists.

II. False reporting of the Committee's Receipts and Disbursements (52 U.S.C. §§30104 et seq.)

- Respondent Ryan Call over the course of nearly three years prepared, signed and filed with the Commission reports on behalf of the Committee that were false and

misleading in order to disguise the true nature of his unauthorized disbursements of Committee funds, such that the FEC, the assistant treasurer, and the individuals who were responsible for authorizing disbursements from and on behalf of the Committee were misled as to his activities. In knowingly filing false reports on behalf of the Committee, Respondent Call repeatedly perjured himself in violation of 18 U.S.C. §1001 and 11 C.F.R. 104.18(g).

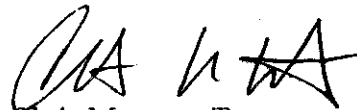
- Respondent Ryan Call failed to respond to numerous Requests for Additional Information ("RFAI") from the FEC's Reports Analysis Division and, in other instances, filed false statements in response to RFAI's sent by the Reports Analysis Division.

Conclusion

Upon information and belief, and based upon the facts set forth above, Respondents Hale Westfall LLP and Ryan Call have violated the Federal Election Campaign Laws and the regulations of the Federal Election Commission as specified herein, and should be required to repay to the Committee the amounts misappropriated and the costs and fees associated with reconstructing the facts and information contained in this complaint, and the *sua sponte* reporting to the Commission of the errors and omissions of Respondents regarding the Committee, and for such other penalties as are appropriately assessed against Respondents.

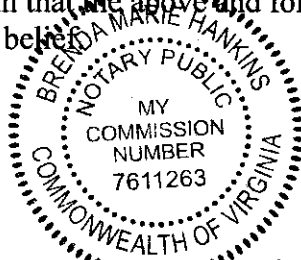
Please contact me if you have further questions.

Respectfully Submitted,



Chris Marston, Treasurer
Rebuilding America Now
PO Box 26141
Alexandria, VA 22313

Before me this 22 day of April, 2020, appeared Chris Marston and under penalty of perjury did swear and affirm that ~~the above~~ and foregoing facts are true and correct to the best of his knowledge and belief.



SEAL



Notary Public

My Commission Expires: 7/31/2022

EXHIBIT #1

**Description of Segregation of Duties of Compliance Team
For
Rebuilding America Now**

REBUILDING AMERICA NOW

Legal , Accounting and Compliance Team

Legal Counsel: Cleta Mitchell is a partner in the Washington office of Foley & Lardner, LLP, and practices in the area of political law: federal and state campaign finance, election and nonprofit law, financial disclosure and ethics, lobbying registration and disclosure, among other areas, representing federal and state candidates, campaigns, political committees, superPACs, nonprofit organizations, donors and elected officials. Ms. Mitchell has served as counsel to the National Republican Senatorial Committee and the National Republican Congressional Committee and has served as national co-chairman and President of the Republican National Lawyers Association. Ms. Mitchell serves on the Election Law Project of the American Law Institute (“ALI”) and was elected as a member of the ALI in 2016. She is Peer Review Rated as AV® Preeminent™, the highest performance rating in Martindale-Hubbell's peer review rating system and was selected by her peers for inclusion in *The Best Lawyers in America*® for her work in administrative/regulatory law. She was also named a "Top Lawyer" in Washington D.C. by the *Washingtonian* for her work in political and campaign law. For her work in government and political law, she is listed in *Chambers USA: America's Leading Business Lawyers* as a top political lawyer in the United States. Ms. Mitchell also served 8 years as a member of the Oklahoma state legislature.

Contact information: 202.295.4081 (ofc) or

or cmitchell@foley.com

Treasurer / Disbursements Manager: Ryan Call is an attorney with the Denver law firm of Hale Westfall LLP, providing legal counsel and strategic advice to a broad range of corporations and trade associations, tax-exempt non-profits and advocacy organizations, political party committees, candidate and political action committees, and individuals. Mr. Call earned his law degree from the University of Denver, and his MBA in finance and organizational management and undergraduate degree from the University of Colorado at Boulder. Mr. Call served as the state youth director for the 2000 campaign of George W. Bush, as the Colorado State Chairman and later National Co-Chairman of the College Republican National Committee, as Vice-Chairman and later Chairman of the Denver County Republican Party, and as a legislative aide in the Colorado General Assembly. Prior to joining Hale Westfall in 2009, he worked as general counsel and Political Director for the Colorado Republican Party during the 2008 election cycle, and later served two successful terms as the State Chairman of the Colorado Republican Party and as a member of the Republican National Committee, including as a member of the RNC Budget Committee. Mr. Call has been a member of the Colorado Secretary of State's Advisory Panels on Election Law and Campaign Finance and Lobbyist Regulation, and the Colorado Lawyers Committee Election Law Task Force. In addition to his membership in the Colorado and Denver Bar Associations and active community involvement with his church and the Boy Scouts of America, Mr. Call has been an member of the Denver Hispanic Chamber of Commerce, the Federalist Society, and the Republican National Lawyers Association.

Contact information: 720.904.6010 (ofc)

or rcall@halewestfall.com

Assistant Treasurer / Contributions Manager: Chris Marston is an attorney in Virginia who provides financial and compliance services to Republican campaigns and party committees, conservative political action committees, and tax exempt organizations. He founded Election CFO to provide these services in 2009 after serving as an assistant secretary of Education in the George W. Bush Administration. Marston volunteers as general counsel of the Republican Party of Virginia, secretary of the Republican National Lawyers Association, and president of the Library of Virginia Foundation. Marston earned his law degree from the Georgetown University Law Center and his undergraduate degree from Dartmouth College.

Contact information: 571.482.7690 or chris@ElectionCFO.com

EXHIBIT #2

Engagement Letter for Hale Westfall LLP

From

Rebuilding America Now



office | 720.904.6010
direct | 720.904.6013
fax | 720.904.6020
rcall@halewestfall.com
1600 Stout Street, Suite 500
Denver, Colorado 80202
www.halewestfall.com

Ryan R. Call | Attorney

June 15, 2016

Rebuilding America Now
Chris Marston, Assistant Treasurer
P.O. Box 26141
Alexandria, VA 22313

via e-mail: chris@electioncfo.com

ENGAGEMENT LETTER AND FEE AGREEMENT

Dear Mr. Marston:

We are pleased that you have chosen to retain our Firm to assist Rebuilding America Now with its legal needs. Our objective is to handle this work in the most efficient and cost-effective manner, consistent with our commitment to provide you with the highest quality legal representation. This letter outlines our agreement for provision of legal services. Kindly note that this Engagement Letter and Fee Agreement replaces the initial proposed agreement dated May 19, 2016 sent to Cleta Mitchell c/o Foley & Lardner LLP concerning the proposed representation.

1. **Character of Services and Responsible Attorney.** As we discussed, the undersigned will serve as "Treasurer" for "Rebuilding America Now", a new nonprofit political organization that has been registered with the Federal Election Commission (FEC) as an independent expenditure-only federal political committee ("Federal Super PAC") that we understand will seek to influence the election of certain federal candidates appearing on the November 2016 general election ballot. We further agree to represent this non-profit political organization, its officers, directors, staff, authorized agents, subsidiaries and affiliates, and its sponsored non-federal committee(s) and separate segregated fund(s) as may be applicable, in campaign finance complaints, audits and administrative proceedings before the Federal Election Commission, before other state and federal administrative agencies, and before state and federal courts as may be necessary.

You advised us that our representation under this Engagement Letter and Fee Agreement will include the maintenance and ongoing filing and review of contribution and expenditure records and the filing of campaign finance disclosure reports, 24-hour independent expenditure notices, and other disclosure reports and returns that may be required by the Federal Election Commission, the Federal Communications Commission, the Internal Revenue Service, and other relevant federal and state agencies and campaign finance reporting authorities. You further advised us that our representation and services under this

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Engagement Letter and Fee Agreement will include the management and maintenance of certain accounts at financial institutions, account access and signing authority, and other functions relating to the day-to-day operations and day-to-day legal and regulatory compliance of the political organization, its federal independent expenditure committee and certain of its separate segregated fund(s).

In addition, our services and representation will include review of certain vendor contracts, the maintenance of records related to all expenditures and audit preparation, and certain additional compliance functions and other work related to the campaign and political operations of the Federal Super PAC. We further understand that this representation will be subject to a joint representation privilege in coordination with Cleta Mitchell and the law firm of Foley & Lardner LLP, as general campaign counsel for the federal super PAC, and you, Chris Marston, serving as "Assistant Treasurer" and your firm, Election CFO, LLC, taking principal responsibility for receiving and depositing donations, tracking and reporting individual contributions and assisting with certain campaign finance reporting functions and account reconciliation. Fees assessed by Foley & Lardner LLP and Election CFO, LLC will be in addition to the fees described in this agreement.

As we have discussed, we recommend that one or more financial accounts be set up in the name of the new political organization at Wells Fargo Bank, owing to the presence of branches throughout the country and robust online banking platform that will help facilitate fundraising and help give transparent and ready access to entity financial accounts and transaction history information. We further recommend that the "Crimson" campaign finance reporting and compliance software platform developed by CMDI (<https://cmdi.com/>) be utilized to manage the federal independent expenditure committee's contributions records and FEC reporting obligations. We estimate that monthly campaign finance reporting software licenses and related costs will be approximately \$500 per month.

As an attorney with this Firm, I will be the principal attorney responsible for the representation of this new political organization and federal independent expenditure committee for the matters referenced in this agreement. I also intend to use the help of other partners and attorneys associated with our firm, including associates or paralegals, on certain tasks as appropriate, and may consult with one or more other attorneys, accountants, and certain other professionals on certain issues if necessary.

Our representation will be limited to these matters. Although we will be happy to assist you if there are other legal matters on which you wish to engage our services, those matters must be the subject of a separate Engagement Letter and Fee Agreement.

In addition, please note that to ensure compliance with requirements imposed by the Internal Revenue Service under Circular 230, we are required to inform you that any U.S. federal tax advice contained in any communications you may receive from persons associated with our Firm, unless otherwise specifically stated, are not intended or written to be used, and cannot be used, for the purpose of (1) avoiding penalties under the Internal Revenue Code or (2) promoting, marketing, or recommending to another party any matters addressed therein.

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2. **Fee Arrangements.** Our current hourly rates are as follows: partners are \$350.00 to \$475.00 per hour; associate attorneys are \$300.00 per hour; and paralegals are \$125.00 per hour. My hourly rate for certain campaign finance compliance-related work on behalf of the newly formed political organization and its registered federal independent expenditure committee will be discounted to \$350.00 per hour from my regular hourly rate of \$425 per hour. Notwithstanding the forgoing, our firm's standard hourly billing practices and hourly rates will apply for certain other legal work and in the event of actual or threatened litigation or formal proceedings before administrative agencies, the preparation of formal responses to FEC requests for additional information, and in the unlikely event of an FEC audit.

Estimate of Fees: Based on the initial scope of the matters you have asked us to help you address on behalf of this new political organization and federal independent expenditure committee, and the division of duties with you acting as "Assistant Treasurer," I anticipate the time and costs associated with these matters is not likely to exceed 10-15 hours per week by members of this firm. Nevertheless, fees and costs are not predicable and any fees and costs we may have discussed are estimates only. If you wish for us assist with other matters related to the general representation of the political organization and federal independent expenditure committee and/or affiliated entities and separate segregated funds(s) that are beyond the scope of this Engagement Agreement, including managing payroll and other human resources-related responsibilities, political and election-related consulting and advice, and day-to-day management of the entity, such work will certainly exceed this initial estimate of legal fees.

You further agree that if the scope of work and time spent by members of this firm on representation related to this entity routinely exceeds this initial estimate, we will re-evaluate the hourly rate after three months. In addition, hourly and flat-fee rates may be further adjusted from time to time, and at least annually, usually on January 1st. Services performed after the effective date of the new rates will be charged at the new applicable rates. We will provide you with written notice of any changes to our billing rates at least 30 days in advance of the effective date of the new rates.

3. **Invoices and Payment.** In anticipation of the amount of time and effort representation in connection with this matter by this Firm is likely to entail, and in accordance with the initial cost estimate described above, our Firm will require an initial retainer in the amount of **\$10,000** to begin representation in this matter. Any retainer or funds subsequently received will be placed in a non-interest bearing trust account and drawn upon when we send you an invoice based on hourly work actually performed each month. When the balance of your retainer is 50% or less of its original amount, you will be notified to replenish your account. Failure to replenish your retainer account in a timely manner may result in the immediate cessation of compliance and legal work on your behalf.

Each month we will send you an invoice for work performed and expenses incurred in connection with your representation. Our invoices state, on a day-to-day basis, the itemized expenses or costs advanced by us related to your representation. Costs or expenses which may be advanced by us include, but are not limited to, outside experts, outside copying costs, computer-assisted legal research, delivery and courier services, court filing fees, compliance

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reporting software, and travel-related expenditures. We will advance certain costs or expenses on your behalf up to \$2,000, after which you must pay such costs and expenses directly.

You are obligated to pay our costs and expenses in accordance with this Engagement Letter and Fee Agreement. Invoices are immediately payable and the outstanding balance of the invoice shall bear interest at 1½ % monthly, beginning 30 days after the invoice date until paid.

4. **Unpaid Charges/Withdrawal.** If at any time any invoice rendered by us to you for costs and expenses remains unpaid for any reason longer than 30 days, or when the balance of your retainer is 50% or less of its original amount and you have failed replenish your account, we reserve the right to discontinue performance of any further legal services and to withdraw as your attorneys. If we are required to take steps to collect any outstanding sum owed to us by you, you will be obligated to pay all costs incurred by us in collection, including reasonable attorney fees.

5. **Termination.** You have the right at any time to terminate our services and representation upon written notice to the Firm, subject to any applicable outside limitation such as the need for court approval of our withdrawal. Such termination shall not, however, relieve you of the obligation to pay for all services rendered and disbursements and other charges made or incurred on your behalf prior to the date of termination.

6. **Arbitration of Disputes.** You and the Firm each have the option to arbitrate any dispute arising between us that we are unable to resolve ourselves, including disputes about your obligations to pay the Firm under this Engagement Letter and Fee Agreement or the legal services you received. If you or the Firm files a claim in court against the other party to this Engagement Letter and Fee Agreement, the other party will have 15 business days after receiving the pleading initiating the claim to notify the party bringing the claim in court that it will exercise the arbitration option described above, and the resulting arbitration award shall be binding and enforceable in Denver District Court.

Unless the Firm agrees otherwise, any arbitration between us will be conducted through the American Arbitration Association's Denver offices, and any litigation between us will be in the District in and for the City and County of Denver, Colorado. The prevailing party in any such arbitration or litigation, as determined by the arbitrator or court, shall be awarded reasonable attorneys' fees, expert witness fees, and costs (including the hourly rate for time firm lawyers expend in preparing for and attending hearings and internal expenses the firm incurs). **You expressly understand that this agreement gives the Firm the option to arbitrate all arbitrable disputes and you agree to waive, to the fullest extent permitted by law, any right you may have to ask for a jury or court trial in any dispute with the Firm.**

7. **Client Files and Documents.** All original documents will be returned to you as soon as this matter is concluded. You may request your complete file as soon as the matter has concluded and you have paid all outstanding fees and costs. If you do not request your files, the Firm will retain them electronically for a period of one (1) year after the legal matter has concluded. Billing and payment information will be retained electronically for a period of

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seven (7) years after the legal matter has concluded. Thereafter, unless otherwise agreed in writing, the Firm will dispose of your files without further notice. In any event, the Firm may dispose of draft documents and internal work papers generated in connection with your legal matter at any time without regard to the one (1) year retention policy.

8. **Choice of Law and Interpretation.** This Engagement Letter and Fee Agreement will be interpreted and enforced under Colorado law. Any unenforceable provision of this Engagement Letter and Fee Agreement will be severed from the other provisions, and the remainder of this Engagement Letter and Fee Agreement will be enforced to the fullest extent possible.

9. **Conflicts of Interest.** One of the most important considerations which we must have in accepting an engagement is whether it will put us in conflict with any existing client's interests. If such a conflict is discovered after we have commenced work, we may be disqualified from continuing our representation of you in this matter. It is, therefore, very important that you reconsider all of the interests which are involved to be certain that you have advised us fully. If, in our judgment, we determine that a conflict of interest does exist, we will notify all affected clients and will proceed in a manner consistent with the ethical standards contained in the Colorado Rules of Professional Conduct. Based on the information you have provided to date, we are not currently aware of any such conflict.

10. **Indemnification.** You agree to indemnify and hold us harmless from any liability which may be incurred because of any information which you knew or should have known but failed to provide to us in connection with a matter in which we represented you.

11. **Evaluation of Potential Results.** We will endeavor to assist you in evaluating the potential results of any matter upon which we provide representation, but our evaluation of results and expression of opinion should not at any time be considered a representation or guarantee of any ultimate outcome. While we pledge to give our best efforts in support of the interests, electoral goals, and political objectives of this new political organization and federal independent expenditure committee, in the legal and electoral arena there can never be any guarantees or assurances of any specific outcomes.

If the fee and representation arrangements described in this letter are not acceptable or require further modifications, we can discuss other arrangements prior to commencing work for you. Otherwise, please review, sign, and return one copy of this agreement to permit us to begin work on your behalf and on behalf of this entity.

Very truly yours,

HALE WESTFALL, LLP




Ryan R. Call, Esq.

Rebuilding America Now Engagement Agreement
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I have read and understand the terms and conditions set forth in this Engagement Letter and Fee Agreement concerning legal representation and agree to them.

Rebuilding America Now

by: 

Date: 6/15/2016

Chris Marston, Assistant Treasurer

Rebuilding America Now
P.O. Box 26141
Alexandria, VA 22313

EIN: 81-27018333

cc: Cleta Mitchell, Esq.
Foley & Lardner LLP
3000 K Street, N.W. | Suite 600
Washington, DC 20007-5109
P 202.295.4081
C
cmitchell@foley.com

----- Forwarded message -----

From: **Ryan Call** <rcall@halewestfall.com>

Date: Thu, Dec 8, 2016 at 2:25 PM

Subject: draft post-general election FEC report

To: Chris Marston <cmarston@nrreports.net>, Chris Marston <chris@electioncfo.com>

Cc: Cleta Mitchell <cmitchell@foley.com>, Laurance "Laury" Gay , Ken McKay >, Ryan Call <rcall@halewestfall.com>

Chris and Cleta,

Attached please find a draft of the post-general election report for Rebuilding America Now consisting of 36 pages, covering the filing period of October 20 - November 28, 2016 as required.

I incorporated the itemized expenses submitted by Laury and George earlier this morning as well as the itemized expenses submitted by Christina that are reflected in the memo entries, and did a full line-by-line reconciliation with our bank account, all invoices paid and on file, and the CMDI filing software through today.

Everything appears to be matching up just fine, and the FEC filing software is coming back with no error messages on an preliminary check.

Please take a moment to review this draft, and if it meets with your approval or if you have no objections, I will file this post-general election FEC report later this afternoon in advance of today's filing deadline.

Thanks, everyone!

Best regards,

Ryan R. Call, Esq.

Hale Westfall, LLP
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Denver, Colorado 80202
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mobile
rcall@halewestfall.com