

K&L GATES

October 6, 2023

Robert S. Silverblatt
Rob.Silverblatt@klgates.comT +1 202 778 9132
F +1 202 778 9100**CONFIDENTIAL**
By emailFederal Election Commission
Office of Complaints Examination
and Legal Administration
Assistant General Counsel Wanda D. Brown
1050 First Street NE
Washington, DC 20463Re: **Matter Under Review 8145 (Diana Rogalle)**

Dear Ms. Brown:

We write on behalf of Diana Rogalle in response to the complaint filed by Jeffrey T. Eager in the above-captioned matter (the "Complaint"). Ms. Rogalle was not acting on behalf of any federal candidate or officeholder when she solicited the contribution at issue in the Complaint. Because she was acting as an agent of a state party in connection with state elections, the conduct at issue falls outside the purview of federal law related to soft money. As a result, there is no basis to conclude that Ms. Rogalle violated the Federal Election Campaign Act of 1971, as amended ("Act"), or the regulations of the Federal Election Commission ("Commission").

I. Factual Background

Ms. Rogalle is an experienced fundraiser who founded The Ashmead Group in 2005.¹ Ms. Rogalle, who has worked as a fundraiser for more than 20 years, is a prior Finance Director of the Democratic Senatorial Campaign Committee.² She has raised funds for Senator Ronald

¹ Rogalle Affidavit ("Aff.") ¶ 5. Ms. Rogalle previously provided a separate affidavit in connection with Senator Wyden's response to this Complaint. She is submitting this new affidavit to reaffirm the contents of the previous affidavit and to provide additional facts.

² *Id.* ¶¶ 3–4.

Wyden's candidate committee, Wyden for Senate, since 2008.³ However, she also has a number of other clients at any given time.⁴ As relevant here, Ms. Rogalle worked with the Democratic Party of Oregon ("DPO") starting in September 2022 to raise funds for its non-federal committee, which is registered with the Oregon Secretary of State.⁵

In her capacity as a DPO fundraiser, Ms. Rogalle solicited a \$500,000 contribution from FTX executive Nishad Singh, which was made to the DPO on October 4, 2022.⁶ In the lead up to this transaction, Ms. Rogalle, who is familiar with federal soft money restrictions from her experience as a fundraiser and prior compliance trainings, discussed with the DPO that she would be acting as the DPO's agent in soliciting the contribution and that the DPO would compensate her for her work.⁷ Ms. Rogalle and the DPO reached a verbal understanding to that effect prior to October 4 and discussed creating a contract to formalize the relationship.⁸

On October 12, 2022, a DPO representative reached out to Ms. Rogalle to remind her of the prior discussions related to entering into a formal contract.⁹ That same day, Ms. Rogalle circulated a draft contract to the DPO.¹⁰ The contract, which had an effective date of October 1, contemplated that Ms. Rogalle would provide two months of services to the DPO, in exchange for payments of \$1,000 per month.¹¹ Although the parties appear to have forgotten to execute the contract amid the busy end of the campaign season, the DPO made both of the payments contemplated by the contract, which is evidence that the contract accurately described the parties' intentions.¹²

Neither Senator Wyden nor Wyden for Senate directed the \$500,000 contribution.¹³ Although an FTX strategist described Ms. Rogalle as "all things Ron Wyden" in an email introducing Ms.

³ *Id.* ¶ 11.

⁴ *Id.* ¶ 5.

⁵ *Id.* ¶ 7.

⁶ *Id.* ¶¶ 6–7.

⁷ *Id.* ¶¶ 8, 14.

⁸ *Id.* ¶ 8.

⁹ *Id.* ¶ 9.

¹⁰ *Id.*

¹¹ *Id.* & Ex. A.

¹² *Id.* ¶ 10; *see also* FEC Form 3X, DPO (Dec. 8, 2022), <https://docquery.fec.gov/pdf/061/202212089550424061/202212089550424061.pdf>; FEC Form 3X, DPO (Feb. 16, 2023), <https://docquery.fec.gov/pdf/039/202302169578647039/202302169578647039.pdf>. The payments were made to The Ashmead Group.

¹³ *Aff.* ¶ 11.

Rogalle to FTX executive Mark Wetjen in the lead up to Mr. Singh's contribution,¹⁴ Ms. Rogalle never represented to the strategist or anyone else that she was soliciting the contribution on behalf of Senator Wyden or Wyden for Senate.¹⁵ To the contrary, Ms. Rogalle was clear with all involved parties, including the FTX strategist, Mr. Wetjen, and Mr. Singh, that she was working on behalf of the DPO.¹⁶

Any communication between Ms. Rogalle and Wyden for Senate staff about this contribution was purely to keep the campaign staff informed regarding the DPO's fundraising and campaign efforts.¹⁷ In that context, Ms. Rogalle emailed DPO Compliance Director Amelia Manlove and two Wyden for Senate staffers on October 3, 2022, seeking the DPO's address to facilitate the wire of the contribution. The email thread itself makes clear that the contribution was for the "Democratic Party of Oregon," and Ms. Rogalle only copied the Wyden for Senate staffers for their situational awareness of the contribution.¹⁸

Because the DPO originally misreported the source of the contribution as an entity named Prime Trust LLC instead of Mr. Singh, an investigation by the Oregon Secretary of State ensued, and the DPO entered into a settlement agreement related to this reporting error. In the May 11, 2023 order resolving the case, the Oregon Secretary of State expressly found, with the concurrence of the DPO, that Ms. Rogalle solicited the contribution while "working under contract with the DPO."¹⁹

Faced with this straightforward evidence that Ms. Rogalle was an agent of the DPO for purposes of the contribution, the Complaint makes the baseless allegation that the arrangement between Ms. Rogalle and the DPO was a sham created after the fact. This fanciful suggestion appears to rest entirely on innuendo stemming from the fact that the DPO's first payment to Ms. Rogalle was made on November 14, 2022, which was "13 days after *The Oregonian* broke the story that the DPO had misreported the source of the donation, and shortly after the Oregon Secretary of State's office commenced an investigation into the matter."²⁰ Setting aside the fact that it is unremarkable for fees to be paid following provision of services, this rank speculation overlooks the concrete evidence that Ms. Rogalle and the DPO were discussing a formal contract well before the date of any public interest in the contribution. Indeed, the draft contract

¹⁴ See Exhibits to Complaint.

¹⁵ Aff. ¶ 12.

¹⁶ *Id.*

¹⁷ *Id.* ¶ 13.

¹⁸ *Id.* & Ex. B.

¹⁹ See Ex. 1 ¶ 4.

²⁰ This allegation comes not from the barebones text of the Complaint, but rather from an attachment to the Complaint, which is a Substack newsletter authored by the complainant.

contemplates that fees would be paid within 30 days of the receipt of an invoice, so the timing of the payments is by no means unusual.²¹

In sum, the uncontroverted factual record reflects that Ms. Rogalle was acting on behalf of the DPO when she solicited the contribution from Mr. Singh. Apart from being consistent with the record evidence, this is also the subject of an express factual finding by the Oregon Secretary of State.

Finally, it bears emphasizing that not even the complainant appears to believe that Ms. Rogalle engaged in any violations of federal law. To the contrary, he submitted the Complaint under the subject line “Complaint against U.S. Senator Ronald Wyden.”²² The Complaint then contends that “Senator Wyden violated 11 CFR 300.62, which prohibits federal officeholders from directing individual contributions in excess of \$10,000 to a state party.”²³ Ms. Rogalle is not mentioned by name in the Complaint, and the only reference to her outside the attachments is that “media reports” allegedly demonstrate the “central role played by Senator Wyden’s fundraising consultant in funneling to the DPO the largest donation that it has ever received.”²⁴ Simply put, this is not, and has never been, a case about Ms. Rogalle.

II. Legal Analysis

Neither the Act nor the Commission’s regulations reach Ms. Rogalle’s actions as an agent of the DPO to raise funds for a non-federal committee. Under the Act’s soft money rules, a “[Federal] candidate, individual holding Federal office, [or] agent of a candidate or an individual holding Federal office . . . shall not . . . solicit, receive, direct, transfer, or spend funds in connection with any election other than an election for Federal office . . . unless the funds (i) are not in excess of the amounts permitted with respect to contributions to candidates and political committees under [the Act]; and (ii) are not from sources prohibited by this Act from making contributions in connection with an election for Federal office.”²⁵ Likewise, the Commission regulation cited as the basis for the Complaint provides that federal officeholders and candidates, as well as their agents, “may solicit, receive, direct, transfer, spend, or disburse funds in connection with any non-Federal election, only in amounts and from sources that are consistent with State law, and that do not exceed the Act’s contribution limits or come from prohibited sources under the Act.”²⁶

²¹ Aff. ¶ 9 & Ex. A.

²² See Complaint at 1.

²³ *Id.*

²⁴ *Id.*

²⁵ 52 U.S.C. § 30125(e)(1)(B).

²⁶ 11 C.F.R. § 300.62.

Put differently, Ms. Rogalle can only be liable if she was an agent of a federal candidate or officeholder—which she demonstrably was not. Agency only exists when there is “actual authority” to solicit the contribution on behalf of a federal candidate or officeholder.²⁷ This is determined by the relationship between the principal and the agent. No characterizations by third parties, including the characterization of Ms. Rogalle as being “all things Ron Wyden,” can create an agency relationship where none exists.²⁸ The record contains no evidence of Senator Wyden or Wyden for Senate providing any type of authorization to Ms. Rogalle to solicit funds from Mr. Singh, for the simple reason that Ms. Rogalle was not acting on their behalf.

To the contrary, there is ample evidence of Ms. Rogalle acting as an agent of the DPO. Ms. Rogalle engaged in contract discussions with the DPO. She was paid by the DPO for her services in procuring the contribution. And the contribution went to the account of the DPO. If all that were not enough, the Oregon Secretary of State has officially concluded, with the agreement of the DPO, that Ms. Rogalle solicited the contribution while “working under contract with the DPO.”²⁹

It is true, but irrelevant, that Ms. Rogalle was also working for Wyden for Senate during the same timeframe. Under well-established standards, Ms. Rogalle can “wear multiple hats, and can raise non-Federal funds for [a] State party organization[] without violating the prohibition against non-Federal fundraising by national parties.”³⁰ For instance, in an Advisory Opinion regarding then-Senator Reid’s son’s ability to raise non-federal funds for a state party during the same timeframe he was raising federal funds for Senator Reid, the Commission noted that the Act “contemplates a dual-agency situation.”³¹

Thus, as long as Ms. Rogalle’s fundraising is “exclusively on behalf of the [DPO] and not on the authority of Senator [Wyden], [she] may raise non-federal funds for the State Party.”³² Or, in the words of the concurrence for the Advisory Opinion: “A person who is not acting as an agent of a federal candidate is not limited by the [Act].”³³ Because that is the precise situation at issue here, there is no plausible basis to conclude that Ms. Rogalle violated the Act.

²⁷ *Id.* § 300.2(b).

²⁸ See 67 Fed. Reg. 49064, 49082 (July 29, 2002) (rejecting “apparent authority” as a basis for agency).

²⁹ See Ex. 1 ¶ 4.

³⁰ See 67 Fed. Reg. at 49083.

³¹ FEC Adv. Op. 2003-10 at 5.

³² *Id.* (internal quotation marks omitted).

³³ FEC Adv. Op. 2003-10 (Concurring Opinion) at 2.

III. Conclusion

Ms. Rogalle solicited a contribution on the DPO's behalf for the DPO's non-federal committee. Her actions as the DPO's agent are not subject to scrutiny under the soft money provisions of the Act or the related regulations. As a result, there is no basis on which the Commission can find a violation of the Act or the regulations.

Sincerely,

A handwritten signature in cursive script, appearing to read "Robert Silverblatt".

Robert S. Silverblatt
Scott C. Nelson
Andrew M. Wright
Counsel for Diana Rogalle

AFFIDAVIT OF DIANA ROGALLE

I, Diana Rogalle, under penalty of perjury, state that the following is true and correct:

1. I am over 18 years of age, of sound mind, and otherwise competent to make this Affidavit. The evidence set out in this Affidavit is based on my personal knowledge.

2. I previously provided an Affidavit in this matter in connection with Senator Wyden's response to the complaint. All information in this prior Affidavit is true and accurate to the best of my knowledge. I am providing this separate Affidavit in connection with my response to the complaint both to reaffirm the contents of the previous Affidavit and to add some additional relevant facts.

3. I currently work as a political campaign fundraiser and have worked as a political campaign fundraiser for over 20 years.

4. From April 2001 to September 2003, I worked as the Finance Director of the Democratic Senatorial Campaign Committee.

5. Since 2005, I have owned and operated The Ashmead Group, which provides political campaign fundraising services. At any given time, I perform work for multiple clients at the state and federal levels.

6. I solicited a \$500,000 contribution from FTX executive Nishad Singh, which was made on October 4, 2022.

7. I solicited this contribution on behalf of the Democratic Party of Oregon ("DPO"). I began doing this work for the DPO in September 2022. The scope of my work was to raise funds for the DPO's non-federal committee, which is registered with the Oregon Secretary of State.

8. In the lead up to this transaction, I discussed with DPO staff that I would be

acting as the DPO's agent in soliciting the contribution and that the DPO would compensate me for my work. Prior to October 4, 2022, I reached a verbal understanding with the DPO to that effect and discussed with the DPO creating a contract to formalize the relationship.

9. On October 12, 2022, a DPO representative reached out to me to remind me of the prior discussions related to entering into a formal contract. That same day, I circulated a draft contract to the DPO. The draft contract contemplated that I would provide two months of services to the DPO in exchange for payments of \$1,000 per month. The effective date of the draft contract was October 1, 2022. True and correct copies of relevant correspondence and the draft contract are attached as Exhibit A.

10. I am unable to find an executed copy of the contract. My assumption is that, given people's busy schedules during the end of the campaign season, we simply forgot to execute it. However, the draft contract accurately reflects the parties' understanding, as reflected by the two payments I received from the DPO as contemplated by the draft contract.

11. Neither Senator Wyden nor Wyden for Senate directed the \$500,000 contribution. I have worked for Wyden for Senate since 2008, but my solicitation of the \$500,000 contribution was exclusively in my capacity as an agent of the DPO.

12. I never represented to anyone that I was soliciting the contribution on behalf of Senator Wyden or Wyden for Senate. To the contrary, I was clear with all involved parties that I was working on behalf of the DPO.

13. Any communication between me and Wyden for Senate staff about this contribution was purely to keep the campaign staff informed regarding the DPO's fundraising and campaign efforts. A true and correct copy of an example of correspondence copying Wyden for Senate staff is attached as Exhibit B.

14. I have attended multiple legal trainings on federal contribution limits and source restrictions, including trainings on the soft money ban that applies to federal candidates and officeholders. To the best of my knowledge, my work on behalf of the DPO was in compliance with these rules as I understand them.

I declare under penalty of perjury and pursuant to the laws of the District of Columbia that the foregoing is true and correct to the best of my knowledge.

Signed this 6th day of October 2023.

DocuSigned by:
Diana Rogalle
30320566BBF9449...
Diana Rogalle

From: [Diana Rogalle](#)
To: [Diana Rogalle](#)
Subject: Fwd: draft contract
Attachments: [Ashmead Group.DPO contract DRAFT.docx](#)

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

From: **Diana Rogalle** <diana@ashmeadgroup.com>
Date: Wed, Oct 12, 2022 at 3:05 PM
Subject: draft contract
To: Aisling Coghlan <aisling@dpo.org>

Hi Aisling -- I dug out an old contract and tried to make all the necessary changes. Take a look -- open to whatever you want to do since this is a pretty straightforward agreement.

Diana

--

Diana Rogalle
202-465-4622 (o)

[REDACTED]

--

Diana Rogalle
202-465-4622 (o)

[REDACTED]

Exhibit A

FUNDRAISING CONSULTING AGREEMENT

This Fundraising Consulting Agreement (this "Agreement"), by and between The Ashmead Group, Inc. ("Consultant") and Democratic Party of Oregon ("Committee"), is entered into effective as of October 1, 2022 (the "Effective Date"). Committee and Consultant shall sometimes be referred to herein collectively as the "Parties" and each individually as a "Party."

W I T N E S S E T H:

WHEREAS, Committee desires to avail itself of the expertise and consulting services of Consultant and Consultant desires to make Consultant's expertise and consulting services available to Committee upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the agreements herein contained, the Parties hereto agree as follows:

1. CONSULTING SERVICES. Consultant hereby agrees to perform fundraising consulting services for Committee during the term of this Agreement, including but not limited to the following (collectively, the "Services"):

- Organize meetings for the purposes of raising funds for the Committee;
- Raise and collect funds for the Committee at the direction and with the approval of the Committee;
- All other services agreed to in writing by both parties.

Consultant further agrees that Consultant will use Consultant's best efforts during the performance of the Services to promote the interests of Committee and to devote to the business and affairs of Committee during the term of this Agreement such portion of Consultant's time and energies as are necessary to perform the Services. Consultant shall perform the Services in an efficient, expeditious, professional and skillful manner.

The Parties will comply with all applicable federal, state and local laws and regulations in connection with this Agreement. Except as otherwise approved in advance in a writing by the Committee, all Services to be provided pursuant to this Agreement shall be performed on behalf of Committee by Consultant. Except as provided in Section 5(c) of this Agreement, Consultant shall be responsible, at Consultant's own expense, for complying with all federal, state, and local laws, ordinances, rules, regulations, orders, licenses, permits and other governmental requirements applicable to the Services to be performed by Consultant during the term of the Agreement, including, but not limited to, any such requirements imposed upon Committee with respect to the Services.

2. TERM OF AGREEMENT AND TERMINATION.

(a) The term of this Agreement shall commence on the Effective Date, and shall terminate on November 30, 2022.

3. COMPENSATION.

(a) Rate of Compensation. Subject to the terms and conditions of this Agreement, Committee shall pay Consultant fees in accordance with this Section 3(a) as compensation for the Services: \$1,000 per month.

(c) All fees and other amounts due and payable to Consultant under this Section 3 shall be invoiced to Committee in a form reasonably acceptable to Committee. Consultant shall provide receipts and other documentation reasonably requested by Committee in connection with such invoices. Committee shall pay each invoice within thirty (30) days following Committee's receipt thereof.

4. COORDINATION.

(a) Coordination with Committee. Consultant shall coordinate all activities as instructed by permanent staff of Committee.

(b) Press. Consultant agrees that Consultant is not, directly or indirectly, at any time during the term of this Agreement, and without regard to when or for what reason this Agreement terminates, authorized to communicate with any member of the press, including without limitation representatives of both print and electronic media, regarding any aspect of this Agreement, the Services, or any Committee Confidential Information (as defined below), without the express prior written consent of Committee. Without limiting the foregoing obligations, Consultant may not agree to do an interview on behalf of Committee with any member of the press, including without limitation representatives of both print and electronic media, without the express prior written consent of Committee. Consultant shall refer promptly all queries from the press, in whatever form or circumstances they are made, to Committee.

5. WRITTEN SOLICITATIONS.

(a) Consultant shall provide Committee the opportunity to review in advance all written materials soliciting funds on behalf of Committee, including but not limited to invitations, advertisements, and solicitations. Consultant agrees that Committee maintains final decision-making authority over the content of such written materials.

(b) Consultant shall work with Committee to ensure that all written solicitation material referred to in Section 5(b) complies with the requirements of federal law, including but not limited to any disclaimer language required by federal law.

6. NONDISCLOSURE AND CONFIDENTIALITY.

(a) Neither Party ("Disclosing Party") may, directly or indirectly, at any time during the term of this Agreement or thereafter, and without regard to when or for what reason this Agreement terminates, divulge, furnish, make accessible, or permit the disclosure to anyone (other than the other Party or other persons employed or designated by the other Party Committee) any Confidential Information of the other party ("Disclosed Party").

(b) "Confidential Information" means any knowledge or information of any type whatsoever acquired by Disclosing Party in connection with this Agreement, including, but not limited to, knowledge or information relating to the plans, strategies, business or activities of Disclosed Party, business and activities relating to the Services rendered under this Agreement, all originals, recorded, and unrecorded copies of Confidential Information (including information derived therefrom and portions thereof), all written or audio materials obtained, generated, produced or otherwise acquired during the course of the Services, notes, charts, plans, strategies, lists, computer files, electronic mail messages, phone logs or other memoranda (whether handwritten, typed, or otherwise created), data and other proprietary information related to the Services. Information shall be deemed to be Confidential Information even if no legal protection has been obtained or sought for such information under applicable laws and whether or not Disclosing Party has been notified that such information is Confidential Information.

(c) Disclosing Party agrees that the terms and conditions of this Agreement and all Services shall be treated by Disclosing Party in the strictest confidence and shall not be disclosed to any third parties without the prior written consent of Disclosed Party. Consultant shall refer promptly all queries from third parties, including the press, regarding Committee or the Services, in whatever form or circumstances they are made, to Committee. Committee shall confer with Consultant prior to responding to any questions from third parties, including the press, regarding Consultant, in whatever form or circumstances they are made.

(d) Disclosing Party shall not be liable for disclosure of Confidential Information if such disclosure is pursuant to judicial action or other lawfully compelled disclosure, provided that Disclosing Party notifies Disclosed Party, by registered mail, of the need for such disclosure within five (5) days after such need becomes known and gives Disclosed Party a reasonable opportunity to contest such disclosure.

(e) Upon termination of this Agreement for whatever reason or upon breach of any of the obligations set forth in this Agreement, Disclosing Party shall return all Confidential Information to Disclosed Party, regardless of the form in which it appears or is stored (including information stored on tapes, computer discs, compact discs or other media).

7. OTHER CONSULTING SERVICES. Committee and Consultant agree that Consultant may provide independent consulting services to other individuals or entities, provided, however, that any such services must strictly comply with the provisions of this Agreement, including without limitation the following:

(a) Such other independent consulting services shall in no way impair Consultant's ability to provide the Services to Committee pursuant to this Agreement.

(b) While performing consulting work for other individuals or entities, Consultant has no authority, actual or apparent, to act on behalf of Committee and shall not be an agent of Committee. While performing consulting work for other individuals or entities, Consultant may not hold itself out or otherwise represent itself as an agent of Committee.

(c) In performing consulting work for other individuals or entities, Consultant shall observe in full the confidentiality requirements set forth in Section 6 of this Agreement.

(d) Consultant shall avoid at all times activities in the service of other individuals or entities that are in conflict with the interests of Committee.

(e) Consultant shall not use any Committee resources in connection with Consultant's work for any other client.

8. INDEMNIFICATION. Each party ("*Indemnifying Party*") agrees to indemnify and hold harmless the other party ("*Indemnified Party*"), its directors, officers, employees and agents against any and all losses, liabilities, damages, demands, settlements, judgments, costs and expenses, including reasonable attorneys' fees, sustained as a result of Indemnifying Party's breach of any of the representations, warranties or covenants set forth in this Agreement.

9. INDEPENDENT CONTRACTOR. Consultant shall perform the Services pursuant to this Agreement as an independent contractor with respect to Committee, and nothing in this Agreement shall create, or be deemed to create, any relationship of employer and employee or of master and servant between Committee and Consultant. As an independent contractor, Consultant acknowledges and agrees that Consultant shall be responsible for payment of all applicable obligations to state and/or federal governmental agencies arising in connection with Consultant's performance of the Services, including, but not limited to, income tax, unemployment tax and business registration fees.

10. GOVERNING LAW; CAPTIONS. This Agreement contains the entire agreement between the Parties and shall be governed by the law of the District of Columbia. This Agreement may not be changed orally, and may be modified only by agreement in writing signed by the Party against whom enforcement of any waiver, change, modification or discharge is sought. Section headings are for convenience of reference only and shall not be considered a part of this Agreement.

11. PRIOR AGREEMENTS. This Agreement supersedes and terminates all prior agreements (whether written or oral) between the Parties relating to the subject matter herein addressed.

12. NOTICES. Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed effective when delivered in person or, if mailed, on the date of deposit in the mail, postage prepaid, addressed, in the case of Consultant, to it at its offices at [REDACTED], Washington, DC 20016; and in the case of Committee, to it at its offices at _____ or such other address as shall have been specified in writing by either Party to the other.

[Signature Page Follows Immediately.]

IN WITNESS WHEREOF, Committee and Consultant have executed this Fundraising Consulting Agreement effective as of the Effective Date.

COMMITTEE:

Democratic party of Oregon

By: _____

Name: Aisling Coghlan

Title: Executive Director

CONSULTANT:

The Ashmead group, Inc

By:

Name: Diana Rogalle

Title: President

From: [Diana Rogalle](#)
To: [Diana Rogalle](#)
Subject: Fwd: disclaimer with Prime Trust LLC

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

From: **Diana Rogalle** <diana@ashmeadgroup.com>
Date: Wed, Oct 12, 2022 at 11:27 AM
Subject: Re: disclaimer with Prime Trust LLC
To: Aisling Coghlan <aisling@dpo.org>

Oh yes, sorry. I'll get something over to you.

On Wed, Oct 12, 2022 at 11:26 AM Aisling Coghlan <aisling@dpo.org> wrote:

Hi Diana -

Just reaching out to see if you have a simple contract we can take a look at, would love to get that signed as soon as possible.

Thanks

Aisling Coghlan
aisling@dpo.org
Pronouns: she/her/hers
Phone: 503-475-7767

> On Oct 7, 2022, at 10:27 AM, Aisling Coghlan <aisling@dpo.org> wrote:

>

> Just confirming that as of Monday our disclaimer on our mail will say:

>

> Paid for by Democratic Party of Oregon (353). The top contributors are: Future PAC, House Builders (1524), Friends of Tina Kotek (4792), Prime Trust LLC, SDLF (1471), Protect Our Future PAC.

>

>

> Aisling Coghlan

> aisling@dpo.org

> Pronouns: she/her/hers

> Phone: 503-475-7767

>

>

>

>> On Oct 6, 2022, at 9:40 AM, Aisling Coghlan <aisling@dpo.org> wrote:

>>

>>

>> This is a disclaimer as it would read with prime trust. Tina Kotek will probably move to

the top in a couple of days. Let me know as soon as possible if there are any challenges.

Thanks

>>

>> Paid for by Democratic Party of Oregon (353). The top contributors are: Future PAC, House Builders (1524), Friends of Tina Kotek (4792), Prime Trust LLC, SDLF (1471), Protect Our Future PAC.

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Diana Rogalle

202-465-4622 (o)

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Diana Rogalle

202-465-4622 (o)

11/10/22, 9:45 AM

Democratic Party of Oregon Mail - Fwd: Diana <> Mark



Amelia Manlove <amelia@dpo.org>

Fwd: Diana <> Mark

2 messages

Diana Rogalle <diana@ashmeadgroup.com>

Mon, Oct 3, 2022 at 9:20 AM

To: Amelia Manlove <amelia@dpo.org>, Jocelyn Tyree <[REDACTED]>, Tim Leahy <[REDACTED]>

Pls see below - need this ASAP for the wire. Thanks!

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

From: **Mark Wetjen** <mark@ftx.us>

Date: Mon, Oct 3, 2022 at 11:52 AM

Subject: Re: Diana <> Mark

To: Diana Rogalle <diana@ashmeadgroup.com>

CC: Nishad Singh <nishad@ftx.com>

Hi Diana,

Nishad needs the account holder's address to complete the wire.

On Sep 30, 2022, at 12:51 PM, Diana Rogalle <diana@ashmeadgroup.com> wrote:

Hi Mark -

Wiring instructions for the Democratic Party of Oregon are here:

Bank Name: Beneficial State Bank

Wire Transfer Routing Number: [REDACTED]

Account Number: [REDACTED]

Account Holder: Democratic Party of Oregon

Forward Oregon Non-Federal Account

Bank Address: 430 NW 10th Ave. Portland, OR 97209

Thanks again for your support. Please let me know if you have any other questions.

I can be reached by cell at [REDACTED]

On Thu, Sep 29, 2022 at 4:08 PM Mark Wetjen <mark@ftx.us> wrote:

Thanks Diana

Sent from my iPhone

> On Sep 29, 2022, at 4:01 PM, Susan McCue <susan@message-global.com> wrote:

>

> Mark & Diana,

> Connecting up two long-time friends here ! I've spoken with each of you about the other.

> Mark is all things FTX; Diana is all things Ron Wyden.

> She and I just had a good convo and she's following up directly w principles.

> Mark, Diana can provide wire details for the \$500K to OR coordinated campaign.

> Thanks !

> Susan

Exhibit B

11/10/22, 9:45 AM

Democratic Party of Oregon Mail - Fwd: Diana <> Mark

This email has been scanned for viruses and malware, and may have been automatically archived by Mimecast, a leader in email security and cyber resilience. Mimecast integrates email defenses with brand protection, security awareness training, web security, compliance and other essential capabilities. Mimecast helps protect large and small organizations from malicious activity, human error and technology failure; and to lead the movement toward building a more resilient world. To find out more, visit our website.

--
Diana Rogalle
202-465-4622 (o)

Disclaimer

The information contained in this communication from the sender is confidential. It is intended solely for use by the recipient and others authorized to receive it. If you are not the recipient, you are hereby notified that any disclosure, copying, distribution or taking action in relation of the contents of this information is strictly prohibited and may be unlawful.

This email has been scanned for viruses and malware, and may have been automatically archived by Mimecast, a leader in email security and cyber resilience. Mimecast integrates email defenses with brand protection, security awareness training, web security, compliance and other essential capabilities. Mimecast helps protect large and small organizations from malicious activity, human error and technology failure; and to lead the movement toward building a more resilient world. To find out more, visit our website.

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Diana Rogalle
202-465-4622 (o)

Amelia Manlove <amelia@dpo.org>

Mon, Oct 3, 2022 at 9:29 AM

To: Diana Rogalle <diana@ashmeadgroup.com>

Cc: Jocelyn Tyree [REDACTED], Tim Leahy [REDACTED]

Our address is:
1220 SW Morrison St Ste 910
Portland, OR 97205

Thanks,

Amelia Manlove (she/her)
Compliance Director
Democratic Party of Oregon

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OFFICE OF THE SECRETARY OF STATE

CHERYL MYERS
ACTING SECRETARY OF STATE
& TRIBAL LIAISON



ELECTIONS DIVISION

MOLLY WOON
DIRECTOR
255 CAPITOL STREET NE, SUITE 126
SALEM, OREGON 97310-0722
(503) 986-1518

In the matter of Late Campaign Finance Transactions filed by) STIPULATION and
Democratic Party of Oregon, Eddy Morales, Treasurer, in the) FINAL ORDER
month of October 2022)

May 11, 2023

Case Number: 2023-0286

STIPULATION

1. The Secretary of State's Elections Division (the "Elections Division") commenced this administrative proceeding pursuant to ORS 260.232 and ORS chapter 183, having reviewed the files and records of the Elections Division;
2. The parties wish to resolve this matter without a hearing and in a manner that reduces related costs and expenses, as well as serves the public interest in past and future transparency in campaign finance contribution records; and
3. The parties agree to resolve the above encaptioned matter, related to violations of Oregon campaign finance law set out in the February 22, 2023, Notice of Proposed Civil Penalty, and the Elections Division's concurrent investigation into potential criminal violations of ORS 260.402 by the Democratic Party of Oregon (the "DPO") or its agents, on the following terms pursuant to ORS 183.417(3):

Findings of Fact and Conclusions:

4. Before October 4, 2022, a fundraiser working under contract with the DPO communicated with Nishad Singh or his agents about a potential contribution to the DPO.
5. On October 4, 2022, the DPO received a \$500,000 campaign contribution through a wire transfer that listed Prime Trust LLC as the originator.
6. Thereafter, the DPO's Compliance Director asked Nishad Singh or his agents whether he or Prime Trust LLC was the "donor of record" for the \$500,000 contribution. She received no response.
7. On October 7, 2022, the DPO emailed the fundraiser, noting that it intended to list Prime Trust LLC as a top contributor on DPO's required advertising disclosure.
8. That same day, the fundraiser forwarded the Compliance Director's email to Mr. Singh's representatives, stating that the Compliance Director had not heard from Mr. Singh and asking whether the contribution should be in Mr. Singh's name or in the name of Prime Trust LLC.

Exhibit 1

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9. Later that day, Mr. Singh's representative responded, "Nishad prefers Prime Trust (though not strongly) so go w[ith] that." The fundraiser then told the DPO to disclose the contribution as coming from Prime Trust LLC.

10. On October 9, 2022, the DPO disclosed a contribution of \$500,000 from Prime Trust LLC with a transaction date of October 4, 2022.

11. On October 28, 2022, the fundraiser received a message from Mr. Singh's representatives stating that Mr. Singh had made the October 4, 2022, contribution personally and not on behalf of Prime Trust. The fundraiser reported this information to the DPO and also forwarded the October 7, 2022, correspondence described above.

12. On October 31, 2022, the DPO amended the October 9, 2022, contribution disclosure to reflect that the contributor was Nishad Singh and not Prime Trust LLC.

13. On February 22, 2023, the Elections Division served a Notice of Proposed Civil Penalty on the DPO, related to violations of ORS 260.057 and a proposed civil penalty pursuant to ORS 260.232 (the "February 22, 2023, Notice of Proposed Civil Penalty").

14. On February 28, 2023, in *United States of America v. Nishad Singh*, (USDC SDNY No. 22CR00673-LAK, (the "Plea Hearing Transcript")), Nishad Singh admitted, under oath, to the following:

- a. "In 2022, I agreed with others at FTX and Alameda to make political donations in my name that were funded in part by transfers from Alameda";
- b. "I understood that the donations were in part for the benefit of Sam Bankman-Fried and FTX and their ability to be politically influential";
- c. "I also understood that any reporting of the donations would conceal that the money came from Alameda";
- d. "And I knew at that time that Alameda money had to be coming, effectively, from FTX customer funds"; and
- e. "I knew that this misleading information about the campaign donations, that said that I made the donations, would be reported by the government."

15. The DPO received a letter dated April 13, 2023, from the United States Department of Justice, U.S. Attorney's Office for the Southern District of New York (the "U.S. Department of Justice"), (the "April 13, 2023, U.S. Department of Justice Letter"), stating in part that the U.S. Department of Justice has "cause to believe that [the \$500,000 contribution at issue in this case] represent[s] the proceeds of [Samuel] Bankman-Fried's crimes. . . ."

16. The DPO admits the facts described in Paragraphs 1-15, accepts responsibility for the violation as set out in the February 22, 2023, Notice of Proposed Civil Penalty, and admits that the Elections Division has the authority to enter an order finding that those violations were committed as alleged in the February 22, 2023, Notice of Proposed Civil Penalty. In addition, the parties agree that it is reasonable to mitigate the proposed civil penalty because (a) the Plea Hearing Transcript demonstrates that Mr. Singh engaged in a pattern of concealing the true donor of donations with which he was involved and (b) because in this stipulation, the DPO is

agreeing to measures intended to strengthen its efforts to disclose the true donor(s) of its future donations.

17. The Elections Division finds that the facts and allegations in the February 22, 2023, Notice of Proposed Civil Penalty and in Paragraphs 1-15 are true, and hereby adopts and incorporates by reference the facts and allegations of that Notice into this Stipulation and Final Order. The Elections Division further finds that the DPO committed the violation alleged in the February 22, 2023, Notice of Proposed Civil Penalty and that the proposed fine should be mitigated based on the above facts and the agreements in this stipulation.

18. Based on the representations in the April 13, 2023, U.S. Department of Justice Letter and the Plea Hearing Transcript, both parties stipulate that, on October 4, 2022, the DPO received a \$500,000 contribution from another party to be later determined.

19. For purposes of this stipulation, the DPO is subject to enforcement action pursuant to ORS 260.232.

20. Under ORS 260.232, the Elections Division may impose civil penalties, not to exceed ten percent of the total amount of the contribution, for each late transaction.

ACTION

21. Pursuant to ORS 260.232, the DPO is assessed a civil penalty of \$15,000. The DPO shall remit a payment of the penalty within 30 days of the effective date of this Stipulation. Payment may be made by wire or cashier's check payable to Oregon Secretary of State, Elections Division. If delivered or mailed, the payment shall be remitted to the Elections Division at 255 Capitol St. NE, Suite 501, Salem, OR 97310. In addition to that \$15,000 penalty, additional civil penalties in the amount of \$20,000 shall be suspended pending satisfaction of the provisions set out in Paragraph 22 below. If all the provisions set out in Paragraph 22 are satisfied by the required dates listed below, then the suspended portion of the civil penalties imposed shall be deemed satisfied. If all of the provisions set forth in Paragraph 22 are not satisfied, then the suspended portion of the civil penalties shall be deemed to be reinstated and becomes immediately due and payable. If a payment is not made timely, the DPO shall have 30 days to cure, at which time suspended and unsuspended portions of the civil penalty shall be deemed to be reinstated and become immediately due and payable.

22. Beginning on the date that this Stipulation and Final Order is fully executed, continuing through December 31, 2024, the DPO shall:

- a. On or before September 1, 2023, submit to the Elections Division a detailed outline summarizing its policies, procedures, and practices associated with confirming the true identity of contributors and reporting accurate campaign finance contributions through the 2024 election cycle. The detailed outline shall include, at a minimum:
 - i. A description of whether the individuals engaged in such activities are employees, volunteers, contractors, or any combination thereof;
 - ii. A description, and copies, of the training and training materials provided to the individuals engaged in such activities;

iii. A description of the process used to obtain and thereafter confirm the true source and identity of the contributor of any contribution to the DPO;

iv. A description of the training provided to the individuals engaged in such activities regarding how to handle anonymous contributions if the identity of the contributor is unclear or unknown;

v. A description of the procedures used to track and timely report accurate campaign finance contributions to the DPO; and

vi. A description of the procedures used to track and timely amend late or insufficient campaign finance contributions to the DPO.

b. Submit a quarterly report by September 15, 2023, January 15, 2024, April 15, 2024, September 15, 2024, and December 31, 2024, detailing the steps that the DPO has taken during the preceding quarter to comply with this Stipulation and Final Order, including the outline submitted by the DPO pursuant to the paragraph above. The quarterly reports need not contain specific donor information, but shall focus on DPO's processes and procedures, such as the types of procedures identified in Paragraph 22(a). The Elections Division shall have 30 business days to review the completed quarterly reports provided by the DPO and return any guidance or required revisions at the direction of the Elections Division. Any guidance or required revisions provided by the Elections Division shall not constitute affirmation by the Elections Division that the DPO has necessarily complied with any laws or regulations.

c. Provide all documentation to support the accuracy of contributions to the DPO (including documentation reflecting the process to confirm the true identity of the contributor), upon request of the Elections Division. For purposes of this Paragraph 22(c), the Elections Division shall select 25 contributions per quarter for enhanced review and shall request documentation if necessary to complete its enhanced review of those contributions. The Elections Division shall select those contributions randomly from contributions that are from LLCs or LLC accounts, or from contributions that are \$5,000 or larger.

23. To the extent the DPO is later informed by federal or state law enforcement officials of the correct identity of the \$500,000 contributor, and anytime thereafter as may be necessary to comply with Oregon campaign finance law, the DPO shall amend Transaction ID No. 4394693 to reflect the accurate identity of the contributor.

24. For the reasons set forth in Paragraph 23(d), the parties agree that, under ORS 260.232, the Elections Division may impose additional civil penalties, up to an additional \$15,000 on the DPO to reflect future late amendments of Transaction ID No. 4394693 as described in Paragraph 24. If the DPO amends the transaction because it learns the identity of the \$500,000 contributor from federal or state law enforcement, the Secretary shall suspend any additional penalty until at least January 1, 2025. If, at that time, all the provisions set out in Paragraphs 22 and 23 have been satisfied, then the Elections Division shall suspend and then waive those additional civil penalties. However, if all of the provisions set forth in Paragraphs 22 and 23 are not satisfied at that time, then the Elections Division shall commence further administrative proceedings to collect the additional civil penalties described in this paragraph.

25. For the reasons set forth above, the Elections Division agrees that it will close and will not pursue its concurrent investigation into potential criminal violations of ORS 260.402 by the DPO associated with the \$500,000 contribution. However, if in the future the Elections Division learns new and material facts concerning the \$500,000 contribution, not previously disclosed by DPO to the Elections Division, then the Elections Division may reopen its investigation into potential criminal violations of ORS 260.402 by the DPO associated with the \$500,000 contribution. Nothing in this Paragraph 25 shall be construed to bind any action by the Oregon Department of Justice or any other agency other than the Elections Division.

MISCELLANEOUS

26. The DPO consents to the entry of this Stipulation and Final Order, including the civil penalties set out above, and hereby waives any and all hearing rights as well as any rights to judicial or administrative review of this order.

27. The undersigned officer of the DPO shall notify any other officers, assigns, or successors of the requirements of this Stipulation and Final Order within 10 business days of the date of this Stipulation and Final Order is fully executed such that the DPO, its successors or assigns, may continue to fulfill its obligations hereunder in the event of a change in organization, key staff, or officers.

28. For the purpose of securing compliance with this Stipulation and Final Order, the DPO shall fully and completely cooperate in any future investigation for violation(s) of this Stipulation and Final Order or any matters related thereto.

29. The authority to enforce this Stipulation and Final Order shall be in addition to any other enforcement action authority the Elections Division may have in investigating violations of Oregon election law by the DPO or others.

30. Each party represents that the signatories below are fully authorized to enter into this Stipulation and Final Order on behalf of the party that the individual purports to represent, and to bind the party to this document.

31. Each party represents that this agreement has been negotiated and prepared by the parties and their respective counsel, and should any provision of this Stipulation and Final Order require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

32. Once this Stipulation and Final Order is fully executed, this represents the complete agreement of the parties. Nothing herein shall give standing to any person not a party hereto to seek any relief related to it.

33. This Stipulation and Final Order may be signed by the parties in counterparts, each of which constitutes an original and all of which constitute one and the same Stipulation and Final Order. Signatures delivered by facsimile transmission, electronic signatures, or as .pdf attachments to emails shall constitute acceptable, binding signatures for purposes of this document.

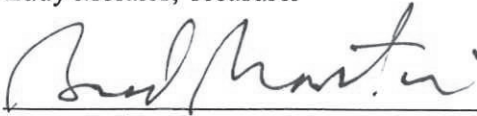
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Democratic Party of Oregon
Eddy Morales, Treasurer

5/11/2023

Date



Democratic Party of Oregon
Brad Martin, Executive Director

5/11/2023

Date

FINAL ORDER

The Secretary incorporates herein the above Stipulations, adopts this order as the Secretary's final decision in this matter, and orders that the actions stated herein be taken.

IT IS SO ORDERED



Alma Whalen, Elections Program Manager
Secretary of State, Elections Division

5/12/2023

Date