



Summary of Final Board Determination

Bill de Blasio

Candidate, 2013, Mayor

Program participant: \$3,994,496 in public funds received

1. Failing to report transactions \$407

Campaigns are required to properly report all financial transactions to the Board. *See* Admin. Code §§ 3-703(1)(d), (g), (6), (11), (12); Board Rules 1-09, 3-03(c), (d), (e), 4-01.

The Campaign did not report thirteen transactions totaling \$19,948.79.

The Board assessed a penalty of \$407 for these violations.

2. Failing to file/late filing of daily pre-election disclosure statements \$2,087

Aggregate contributions and loans from a single source in excess of \$1,000, and aggregate expenditures in excess of \$20,000, received or made within 14 days of an election, must be disclosed to the Board within 24 hours. *See* Admin. Code §§ 3-703(6), (12), 3-708(8); Board Rules 1-09, 3 02(e).

The Campaign did not file the daily disclosures statements for contributions and expenditures as required. The Campaign reported twelve contributions and expenditures untimely and failed to file forty-seven.

The Board assessed a penalty of \$2,087 for these violations.

3. Accepting over-the-limit contributions \$12,483

Campaigns are prohibited from accepting contributions in excess of the applicable contribution limit (\$4,950 for 2013 mayoral candidates). *See* Admin. Code §§ 3-702(8), 3-703(1)(f), (11); Board Rules 1 04(c)(1), (h), 1-07(c).

The Campaign accepted contributions in excess of the contribution limit. The Campaign timely returned fifty-nine and untimely returned twelve of the contributions that exceeded the contribution limit.

The Board assessed a penalty of \$12,483 for these violations.



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4. Accepting contributions from corporations, limited liability companies, or partnerships \$6,086

Campaigns may not accept, either directly or by transfer, a campaign contribution or loan, or guarantee or other security for such loan, from any corporation, limited liability company (LLC), or partnership. *See* N.Y.C. Charter § 1052(a)(13); Admin. Code §§ 3-702(8), 3-703(1)(l); Board Rules 1-04(c)(1), (e), (g), 1-05. Creditors who extend credit beyond 90 days are considered to have made a contribution equal to the credit extended, unless the creditor continues to seek payment of the debt. Outstanding liabilities that are forgiven or settled for less than the amount owed are also considered contributions. *See* Board Rules 1-04(g)(4), (5).

Prior to the election, the Campaign accepted and refunded contributions from ten entities listed on the New York State Department of State's website as a corporation, partnership, or limited liability company.

The Campaign also provided information and documentation showing that it received in-kind contributions for eighteen fundraising events. Campaign documentation and reporting to the New York State Board of Elections revealed that the Campaign held fundraising events hosted by prohibited business entities. The Campaign reported no expenditures, or expenditures of only \$25, for these events. The reported amounts are significantly lower than the expenditures the Campaign reported for similar fundraisers.

The Board assessed a penalty of \$6,086 for these violations.

5. Accepting contributions from unregistered political committees \$1,000

Campaigns may not accept a contribution from a political committee unless the political committee is registered with the CFB or registers with the CFB within 10 days of receipt of the contribution. *See* Admin. Code §§ 3-702(11), 3-703(1)(k), 3-707; Board Rules 1-04(c)(1), (d), (g), 1-05.

The Campaign accepted and refunded contributions from six unregistered political committees. Two of the contributions were refunded untimely and four were refunded timely.

The Board assessed a penalty of \$1,000 for these violations.

6. Failing to demonstrate compliance with intermediary reporting and documentation requirements \$3,200

Campaigns are required to report the intermediary for each contribution that was delivered or solicited by an intermediary. In addition, campaigns are required to provide a signed



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intermediary affirmation statement for each intermediated contribution. *See* Admin. Code §§ 3-703(1)(d), (g), (6), (11); Board Rules 3-03(c)(7), 4-01(b)(5).

Una Clarke: The Campaign received nineteen contributions from thirteen contributors for which the Campaign reported the same employer (“Corizon” or “Corizon Correctional Medical”), and where the contributions reported the employer’s address for sixteen of the contributions to be the same, or a nearly identical variation of two addresses. The Campaign stated that the contributions were received at a fundraiser hosted by Una Clarke. However, the list of fundraisers provided by the Campaign did not include this fundraiser, and the Campaign did not provide any documentation, such as an invitation, to show that such an event occurred, or that Clarke did not intermediate the contributions.

“D. Peebles”: The Campaign submitted documentation for four contributions with handwritten notations indicating that the contributions were received by “D. Peebles,” but did not report anyone with the last name “Peebles” as an intermediary.

The Campaign also failed to comply with reporting and documentation requirements for an additional thirty-four intermediaries. *See* Exhibit 1.

The Campaign only addressed four of the intermediaries listed in Exhibit 1, as follows:

Robert Levine and Kamlesh Mehta: The Campaign stated that Levine and Mehta were erroneously reported as intermediaries, and provided emails from the two individuals, stating that they did not recognize the names of the contributors that were reported as having been intermediated by them. However, the emails did not state that Levine and Mehta did not intermediate the contributions. The Campaign also did not explain how the contributions were received by the Campaign, if not intermediated by Levine and Mehta. Additionally, an email from the Campaign to Mehta asked whether he would be willing to sign a form confirming that someone named “Dennis” raised the contributions at issue. The Campaign did not explain who “Dennis” was and did not provide a form.

Sheldon Mallah: The Campaign stated that reporting Mallah was an “obvious error,” since he was only reported as an intermediary for one contribution, which the Campaign claimed was his own. However, the Campaign did not provide documentation to verify that Mallah did not intermediate any other contributions, and did not explain why the reported address and employment information for Mallah as an intermediary and as a contributor were different.

Martin Scheinman: The Campaign stated that reporting Scheinman as an intermediary was “an error,” and that the contribution at issue was solicited “directly by the candidate and the credit card contribution was processed by campaign staff.” However, the Campaign did not provide any documentation in support of its claim, such as an affirmation from the contributor.

The Board assessed a penalty of \$3,200 for these violations.



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7. Failing to document transactions \$300

Campaigns are required to document all financial transactions, including loans, in-kind contributions, and joint expenditures. *See* Admin. Code §§ 3-703(1)(d), (g), (11), (12), 3-715; Board Rules 1-09, 4-01(a), (c), (g), (k), 4-03.

The Campaign reported a \$724.05 expenditure to Verizon, then deleted its reporting for the expenditure, and later noted that it requested documents from the vendor to verify that the expenditure was misreported. However, the Campaign did not provide documentation supporting its claim.

The Campaign was listed with other candidates for New York City offices on petitions printed by NY Prints. The Campaign stated that it paid NY Prints for petitions and did not dispute that the Candidate appeared on petitions with other candidates. However, the Campaign stated that the expenditure was not a joint expenditure and provided an invoice and letter from NY Prints. The letter provided an explanation for the system used by NY Prints to apportion petition printing expenses between campaigns. However, the letter and invoice did not explain the methodology used for the joint expenditure at issue and did not outline what the Campaign, or any of the listed campaigns, paid for the joint expenditure.

The Campaign also was featured on a palm card with a 2013 City Council candidate, Andrew King, but did not properly document the joint campaign activity. The Campaign stated that the palm card was not a joint expenditure because “these cards were not authorized, requested, suggested, fostered or cooperated in by the [Campaign].” However, an invoice indicates that the Campaign was billed for a portion of the total expenses relating to the joint palm card. Since the Campaign did not pay the amount it was billed for its portion of the joint expenditure, it received an in-kind contribution in that amount.

The Board assessed a penalty of \$300 for these violations.

8. Failing to demonstrate that spending was in furtherance of the campaign \$806

Campaigns are required to demonstrate that all spending was in furtherance of the campaign. *See* Admin. Code §§ 3-702(21)(a), (b); 3-703(1)(d), (g), (6), (11); Board Rules 1-03(a), 4-01(e).

The Campaign reported \$3,227.97 in expenditures that are non-campaign related, based on their reporting and/or documentation. *See* Exhibit 2.

The Campaign stated that the \$550 expenditure to Gina Riggi was for “makeup services” for the Candidate and his family on the evening of the general election. The Campaign stated that the expenditure was permissible because it “was not for the purchase of a clothing or a haircut” or for “personal use which is unrelated to a political campaign” because the expenditure was “to prepare the [C]andidate and his family for their scheduled televised public campaign appearances at a likely victory celebration on election night.” The Campaign further stated:



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In the age of television, it is general knowledge that persons planning to appear on television often obtain makeup services so that their appearance on camera will not be unflattering. The members of the candidate's immediate family were featured prominently in his mayoral campaign, so their planned public appearance together with the candidate at the campaign's election night victory event was very much in-line with their role in prior public communications on behalf of the [C]ampaign. This allegation that such makeup services for planned televised appearances at the culminating event of the mayoral campaign are somehow personal and unrelated to that very same mayoral campaign is simply incomprehensible.

However, using campaign funds for "personal grooming" is explicitly prohibited under Administrative Code § 3-702(21)(b)(3), and the Board has consistently treated expenditures relating to makeup as "personal grooming."

The Campaign stated that the \$331.89 expenditure to Westin Diplomat Resort was for the Candidate's attendance at a national conference of North American's Building Trades Unions in Florida. The Campaign also stated that the \$321.97 expenditure to Enterprise and the \$236.52 expenditure to Days Inn Santa Clara were for the Candidate to attend "finance prospecting meetings." However, records indicate that there was only one reported contribution from a California resident in April 2012, when the meetings took place. Also, the Campaign's response did not explain how the expenditures were in furtherance of the campaign.

With respect to the \$298.70 expenditure to Delta Air, the Campaign stated that the expense was for the Candidate's son to accompany the Candidate to a National Action Network march and rally in Washington D.C. in 2010. The Campaign stated that the expenditure was campaign-related because the rally, which was held to commemorate the 47th anniversary of Martin Luther King, Jr.'s "I Have a Dream" speech, was an opportunity for the Candidate's son to appear at the event as "a visible manifestation of how the [C]andidate's life experience was resonant to the spirit of the occasion." The Campaign claimed that the appearance was campaign-related "to the same degree that any television advertisements featuring any candidate's family members are campaign related: each makes visible the candidate's life experience as a credential for public office." However, even if that Candidate's family was "an important component of [the Candidate's] appeal," that does not constitute sufficient evidence that the expenditure, to transport the Candidate's son to Washington D.C., was in furtherance of the campaign.

The Campaign did not address the remaining expenditures.

The Board assessed a penalty of \$806 for these violations.



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9. Making impermissible post-election expenditures \$21,159

After an election and before repaying leftover campaign funds to the Board, participants may spend campaign funds only to pay campaign-related expenses incurred in the preceding election and for “routine activities involving nominal cost associated with winding up a campaign and responding to the post-election audit.” *See* Admin. Code §§ 3-702(21)(a)(8), 3-703(1)(d), (g), (6), (11), 3-710(2)(c); Board Rules 1-03(a), 1-08(b), 5 03(e)(2). Campaigns may hold a single event for staff, volunteers and/or supporters within thirty days of the election. *See* Admin. Code § 3 702(21)(a)(8); Board Rule 5-03(e)(2)(ii).

Based on their reported or documented amount, timing, or purpose, the Campaign made \$160,888.45 in improper post-election expenditures to thirteen vendors. *See* Exhibit 3.

Hilltop Public Solutions

The Campaign paid Hilltop Public Solutions (“Hilltop”) \$168,750 for post-election services, \$116,250 of which are improper post-election expenditures.

The Campaign stated that Hilltop served as its “general consultant” and is “intimately familiar with the workings of the [Campaign] and is uniquely qualified to oversee the initial post-election winding down work as well as the final winding down of the [Campaign] that will [be] needed at the conclusion of the CFB’s audit.” The Campaign cited Hilltop’s hiring of its former campaign manager, Bill Hyers, as contributing to the consulting firm’s “unique” qualifications. According to the Campaign, Hilltop’s role was to “oversee” all work relating to the CFB audit. The Campaign further stated that because Hilltop was paid on an “as-needed” basis, rather than a standard monthly retainer, the fees paid under contract are “nominal.”

Although Hilltop performed work pursuant to a contract with the Campaign, the Campaign failed to provide sufficient explanations and documentation detailing the responsibilities, work product, and other services provided by Hilltop. The Campaign also did not demonstrate that these substantial and recurring post-election expenditures were for routine activities involving nominal cost associated with winding up the campaign and responding to the post-election audit. The Campaign did not provide sufficient details explaining how the services provided by Hilltop differ from services provided by other Campaign staff and vendors during the same time period. Further, the Campaign also did not provide a detailed itemization of the costs associated with the contract to justify more than \$100,000 in post-election expenditures to a single entity.

Post-Election Parties

The Campaign stated that the \$2,226.12 expenditure for the rental of rooms at the Wythe Hotel related to a November 12, 2013 post-election party for Campaign staff, and was “nominal” since the cost “constitutes 8.6 percent of the total cost of the [...] event of 0.056 percent of the total amount of public matching funds received by the Committee.” The size of an expenditure does not necessarily relate to whether it is a permissible post-election expense. The Campaign



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did not explain how the rental of hotel rooms relates to a post-election party, particularly when the hotel is in a different location from the party.

The Campaign also claimed that \$33,241.12 in expenditures to 404, Café Metro, and Metro Furniture for a December 5, 2013 post-election party for Campaign volunteers, were permissible because the Act and Board Rules do not explicitly state that only a “single” post-election event is permissible. The Campaign further stated that the relevant portions of the law “may be understood as permitting one event for all three classes of enumerated invitees or as permitting up to three separate events, one for each of the three classes of enumerated invitees.” The Campaign additionally stated that the combined costs of the November 12 and December 5, 2013 events was “reasonable” when compared to the amount of public funds received and the total expenditures made by the Campaign, as well as the amount of unspent funds on hand in the days immediately after the general election.

First, the Campaign misinterprets the plain language and intent of the relevant portions of the Act and Board Rules. Administrative Code § 3-702(21)(a)(8) states, in relevant part, “There shall be a rebuttable presumption that the following expenditures are in furtherance of a political campaign [...]: A post-election event for staff, volunteers and/or supporters held within thirty days of the election [...]” (emphasis added). The language clearly states that “a” post-election event is permitted, and that the three identified groups of people (staff, volunteers, and/or supporters) may attend such an event. Similarly, Board Rule 5-03(e)(2)(ii) states that post-election-expenditures are permitted “only for routine activities involving nominal cost associated with winding-up a campaign and responding to the post-election audit” and may include “a post-election event for staff, volunteers, and/or supporters held within thirty days of the election” (emphasis added). Additionally, the Campaign Finance Handbook and communications from CFB staff consistently state that “a single post-election event for staff, volunteers, and/or supporters held within thirty days of the election” is permissible (emphasis added). While some campaigns have held more than one post-election event, the Board has never treated expenses for more than one post-election event as permissible post-election expenditures. CFB staff already determined that \$29,377 in expenditures for a November 12, 2013 post-election party were permissible, and the remaining expenditures made by the Campaign for post-election parties are improper post-election expenditures.

Other Post-Election Expenditures

The Campaign stated that a \$399 expenditure to Livestream and a portion of an expenditure to AKPD (\$4,750.71) were for the filming, editing, and hosting of a “thank you video” that was available on the Campaign’s website for one month. The Campaign further stated that the video was a “nominal wind-up expense analogous to the thank you notes and holiday card expenditures expressly permitted by Rule 5-03(e)(2)(ii).” However, Board Rule 5-03(e)(2)(ii) only permits expenditures of “nominal cost.” The Campaign already made \$15,350 in post-election expenditures for a thank you note to contributors, campaign volunteers, and staff. The additional \$5,149.71 in post-election expenditures for a separate “thank you video” is not a “nominal cost,” particularly when the Campaign already satisfied its allotment for a post-election thank you card. Furthermore, given the entirely different medium (film versus paper card or



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note), and overly broad audience (online video available to anyone visiting the Campaign’s website versus specifically for contributors, campaign volunteers, and staff), the Board does not consider an online video to be a thank you note or holiday card expenditure.

The Campaign stated that a \$747.15 expenditure to OfficeDesigns.com was a “nominal” expense for the “[r]eplacement cost of chair accidentally broken in consultant’s office.” The Campaign did not provide a sufficient explanation for why the cost of replacing a chair is related to the post-election audit or to winding up the Campaign. Furthermore, the invoice for the chair indicates that it was delivered to an entity that the Campaign did not report any expenditures to.

As to \$2,736.79 in post-election payments to Google, the Campaign stated that the expenditures were “nominal” monthly fees that enabled the Campaign to “retain access to emails during post-election audit” and that without access to the emails, the Campaign “would have been unable to address CFB inquiries during this time period.” However, EC2013 campaigns were not permitted to incur these recurring monthly fees after December 2013, and these fees were billed from January through May 2014. The Campaign also did not explain why the data could not have been transferred offline at the end of the election, rather than paying a recurring monthly fee.

The Campaign did not directly address the remaining expenditures.

The Board assessed a penalty of \$21,159 for these violations (\$10,000 for the improper post-election expenditures to Hilltop¹ and \$11,159 for the remaining transactions (which represents 25% of the amount of the remaining \$44,638.45 expenditures at issue)).

10. Commingling campaign funds with funds accepted for a different election \$250

Campaigns are required to establish and maintain a separate campaign bank account and to report all bank, merchant, and depository accounts used for campaign purposes. *See* Admin. Code §§ 3-703(1)(c), (d), (g), (6), (10), (11); Board Rules 1-11(d), 2-06, 4-01(f). Campaigns are prohibited from commingling campaign funds with funds accepted for another election. *See* Board Rules 2-06(b), (e). Receipts deposited in an account shall not be used for any purpose other than the election for which that account was established. *See* Board Rule 1-03(a)(2).

Frequent, significant, and contemporaneously undocumented expenditures were not properly paid and/or documented by the Candidate’s 2009 campaign for Public Advocate (“PA Committee”) or the Campaign. The Campaign stated that its actions, and those of the PA Committee, do not constitute a violation of the Act and Board Rules. First, the Campaign stated that the applicable law is “a restriction on the commingling of receipts” and “has no applicability to expenditures.” The Campaign incorrectly attempted to apply an overly narrow definition for

¹ \$116,250 in payments to Hilltop are impermissible post-election expenditures. 25% of \$116,250 is \$29,062.50, but the penalty is capped at \$10,000. *See* Admin. Code § 3-711(1)



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commingling. As outlined immediately below, the Campaign had an ongoing practice of commingling and improperly depositing funds, and additionally failed to properly document and account for such activity.

The PA Committee and the Campaign engaged in the commingling of funds as follows:

A. The Campaign made \$3,326.75 in expenditures that cannot be allocated to a particular committee due to commingling of activity between the PA Committee and Campaign.²

B. The PA Committee told CFB staff on August 2, 2010 that it made expenditures after January 11, 2013 that should be attributed to the Campaign. The Campaign was advised to reimburse the PA Committee by check, and to maintain documentation for the reimbursed expenditures, including contracts, invoices, and receipts. The Campaign reported the following expenditures to the PA Campaign as reimbursements:³

Name	Statement/ Schedule/ Transaction	DATE	Amount
Friends of Bill de Blasio-2009	2/F/R0005521	09/29/10	\$11,321.10
Friends of Bill de Blasio-2009	2/F/R0006384	01/10/11	\$2,815.00
Friends of Bill de Blasio-2009	3/F/R0007975	07/11/11	\$1,940.00
Friends of Bill de Blasio-2009	4/F/R0010623	01/11/12	\$416.50

C. The Campaign notified CFB staff on January 12, 2011 that \$36,030 in funds that were intended for the PA Committee were deposited into the Campaign's bank account. The Campaign reported a reimbursement to the PA account for \$36,030 on January 11, 2011. In response to CFB staff requests to both the PA Committee and the Campaign, the Campaign submitted memos that listed the incorrectly deposited contributions. Although the Campaign reimbursed the funds, they were commingled with receipts accepted for another election.⁴ Additionally, the Campaign identified three contributions (totaling \$7,925) from the \$36,030 in reimbursements that it initially thought were intended for the PA Committee, but did not realize until four years later were intended for the Campaign.

² See also PA Committee Final Audit Report ("FAR"), Finding #10a. Following the issuance of the FAR for the PA Committee, the Campaign provided documentation that reduced the amount at issue to \$3,326.75.

³ See also PA Committee FAR, Finding #10b.

⁴ See also PA Committee FAR, Finding #9b.



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D. The Campaign told CFB staff on September 22, 2011 that NGP mistakenly debited a payment from the PA Campaign bank account that should have been debited from the Campaign bank account. The Campaign reimbursed the PA Campaign for the payment.⁵

E. The Campaign reported a \$5,513.83 reimbursement from the PA Committee. In its response to the DAR, the Campaign amended the reimbursement from \$5,513.83 to \$10,005 and provided bank statements for the PA Committee and Campaign accounts. The Campaign also stated that the \$10,005 reimbursement was made by Check #2076. However, the Campaign did not provide an image of the cancelled check. The Campaign also explained that the \$10,005 reimbursement consisted of \$3,700 in contributions intended for the Campaign account that were misdeposited into the PA Committee account and \$6,304.63 in expenditures (later adjusted to \$5,509.33 in attributable expenditures). Because of the adjustment in attributable expenditures, the PA Committee over-reimbursed the Campaign by \$795.67.

F. The Campaign reported a \$305.05 reimbursement owed to the PA Committee in July 2011, and stated that this amount was the difference of the total shared expenses paid by the Campaign and a mistaken debit for \$2,490, made in March 2012, that should have been debited from the Campaign bank account, not the PA Campaign bank account. The Campaign initially stated that the total amount paid by the PA Account was 4.2% of \$12,356.02 (the total amount paid by the Campaign for rent expenditures). The Campaign later stated that the total rent amount was actually \$14,306.23. However, based on the amounts on the invoices submitted by the Campaign on August 13, 2013, the total amount paid for rent by the Campaign was \$9,364.80. Based on the amounts on the invoices, 4.2% of the rent expenditures attributable to the PA Committee is \$393.32. The Campaign did not document or information explaining the differences in the rent amounts.

The PA Committee and Campaign also incurred shared expenditures for Emma Wolfe's fundraising and budget services fees, and shared the costs equally. The Campaign paid a total of \$3,332, and thus the PA Committee owed the Campaign one half of that amount, or \$1,666. Therefore, the Campaign owes the PA Committee \$430.68: \$1,666 (for Emma Wolfe's fundraising and budget services fees), plus \$393.32 (for the PA Committee's portion of rent expenditures), minus \$2,490 (the mistaken March 2012 debit). Since the Campaign only reported a \$305.05 reimbursement, the \$125.63 difference is a Campaign expense.

G. The Campaign's November 2011 bank statement shows two deposits from the PA Committee bank account, totaling \$1,050 (\$350 on November 7, 2011 and \$700 on November 9, 2011).

⁵ See also PA Committee FAR, Finding #10c.



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The Board made a determination of a violation with no associated penalty for the violations as outlined in items A through F immediately above, because the PA Committee was penalized \$10,000 for commingling with the Campaign. The Board assessed a penalty of \$250 for the remaining violation.

Exhibit 1
New Yorkers for de Blasio
Intermediaries with Outstanding Findings

Intermediary	Intermediary ID	Notes:
Barber, Benjamin	4	(1), (2)
Brach, Jack	35	(2)
Chatwal, Sant	5	(2)
Check, Darren	2119	(1), (3)
Colon, Roberto	2150	(2)
Craig, Josephine	6	(3)
Dinallo, Eric	86	(2)
Einhorn, Abraham	2108	(3), (5)
Eisenhofer, Jay	75	(2)
Emery, Richard	2107	(5)
Gagliardi, Paul	2144	(2)
Giuffre, John	80	(2)
Greenburger, Francis	2112	(3)
Hellman, Moshe	11	(2)
Hocking, Charles	2140	(3), (4), (5)
Koplin, Richard	2131	(1), (5)
Koval, Marianna	2106	(5)
Lee, Allison	2121	(5)
Lefkowitz, Shimon	2128	(2)
Levine, Robert	54	(1), (2)
Lieber, Janno N	77	(5)
Mallah, Sheldon	2154	(2)
Mehta, Kamlesh	2109	(2)
Neu, John	28	(2)
Rechnitz, Jona	2155	(2)
Sanna, Robert	25	(2)
Schaps, Richard	61	(3), (4), (5)

Exhibit 1
New Yorkers for de Blasio
Intermediaries with Outstanding Findings

Intermediary	Intermediary ID	Notes:
Scheinman, Martin	2114	(2)
Spitzer, Izzy	63	(2)
Stamm, Joseph B	22	(5)
Strauss, Audrey	26	(5)
Thamkittikasem, Jeff	2110	(5)
Wilhelm, John	24	(5)
Woloz, Michael	2145	(5)

Notes:

- (1) This intermediary intermediated less than \$500 in contributions. The finding is considered a Violation with No Penalty.
- (2) The Campaign failed to provide documentation for this intermediary.
- (3) The Campaign failed to provide documentation for contributions reported as intermediated by this intermediary.
- (4) The Campaign failed to report contributions as intermediated by this intermediary, as seen on documentation provided by the Campaign.
- (5) The Campaign failed to accurately report all intermediated contributions for this intermediary.

Exhibit 2
New Yorkers for de Blasio
Non-Campaign Related Expenditures

Name	Statement/Schedule/ Transaction ID	Purpose Code	Invoice Date	Paid Date	Amount	Notes
Delta Air	2/F/R0018489	OTHER	08/26/10	08/27/10	\$298.70	(1)
American Airlines	4/F/R0010552	OTHER	12/12/11	12/13/11	\$152.70	(1)
The Milford	4/F/R0010568	WAGES	12/23/11	12/23/11	\$1,170.44	(2)
Westin Diplomat Resort	5/F/R0011085	FUNDR	03/03/12	03/05/12	\$331.89	(3)
Days Inn Santa Clara	5/F/R0011285	FUNDR	04/13/12	04/16/12	\$236.52	(4)
Enterprise	5/F/R0011282	OTHER	04/13/12	04/16/12	\$321.97	(4)
ABNY	6/F/R0015829	OTHER	12/08/12	12/10/12	\$95.00	(5)
1800Flowers	6/F/R0015836	OTHER	12/09/12	12/11/12	\$70.75	(6)
Riggi, Gina	15/F/R0041738	PROFL	11/08/13	11/25/13	\$550.00	(7)
Total					<u>\$3,227.97</u>	

Notes:

- (1) The Campaign failed to demonstrate how this expenditure was campaign related.
- (2) The Campaign reported this expenditure with the explanation "Housing." The Campaign must provide documentation for this expenditure and explain how it was campaign-related.
- (3) In its Draft Audit Report response, the Campaign stated that his expenditure was for the Candidate to attend a building trades unions conference in Florida. However, the Campaign failed to provide documentation and/or further explanation for how this trip was in furtherance of the Campaign or how it differs from the Candidate's position as Public Advocate at the time.
- (4) The Campaign stated that the Candidate, "Participated in finance prospecting meetings with multiple potential Campaign donors in Silicon Valley." However, the Campaign only reported one contributor in April 2012 from a California resident. The Campaign must provide more detail as to how the trip was campaign-related.
- (5) The Campaign reported this expenditure with the explanation, "Dues." Membership dues are not considered to be in furtherance of a campaign. See Admin. Code § 3-702(21)(b)(7).
- (6) The Campaign reported this expenditure with the explanation, "Other." Gifts valued at more than \$50.00 are not considered to be in furtherance of a campaign. See Admin. Code § 3-702(21)(b)(10).
- (7) The Campaign provided an invoice that indicated that this expenditure was for makeup services for the de Blasio family. Personal grooming is not considered to be in furtherance of a campaign. See Admin. Code § 3-702(21)(b)(3).

Exhibit 3
New Yorkers for de Blasio
Improper Post-Election Expenditures

Name	Statement/ Schedule/ Transaction ID	Purpose Code	Invoice Date	Paid Date	Amount	Notes
Livesteam	16/F/R0042118	PROFL	11/09/13	11/12/13	\$399.00	(1)
Wythe Hotel	15/F/R0041917	OTHER	11/13/13	11/25/13	\$2,226.12	(2)
AKPD	15/F/R0041904	PROFL	11/20/13	11/25/13	\$4,750.71	(1), (3)
404	16/F/R0042072	OTHER	11/24/13	12/02/13	\$6,900.00	(4)
404	16/F/R0042074	OTHER	11/24/13	12/02/13	\$16,233.26	(4)
Cafe Metro	16/F/R0042087	OTHER	12/03/13	12/04/13	\$8,398.52	(4)
Metro Furniture	16/F/R0042102	OFFCE	12/04/13	12/04/13	\$1,709.34	(4)
OfficeDesigns.com	16/F/R0042106	OFFCE	12/11/13	12/11/13	\$747.15	
Google	16/F/R0042315	PROFL	01/02/14	01/03/14	\$550.00	
IWANTMYNAME Domain	16/F/R0042420	OFFCE	01/06/14	01/07/14	\$69.00	
AT&T Mobility	BOE	OFFCE	N/A	01/21/14	\$30.00	(5)
Google	BOE	PROFL	N/A	02/04/14	\$550.00	(5)
AT&T Mobility	BOE	OFFCE	N/A	02/19/14	\$30.00	(5)
Google	BOE	PROFL	N/A	03/03/14	\$550.00	(5)
AT&T Mobility	BOE	OFFCE	N/A	03/21/14	\$30.00	(5)
Google	BOE	OFFCE	N/A	04/03/14	\$550.00	(5)
Hilltop Public Solutions	BOE	CONSL	N/A	04/28/14	\$22,500.00	(5)
Google	BOE	OFFCE	N/A	05/05/14	\$536.79	(5)
Godaddy.com	BOE	OFFCE	N/A	06/20/14	\$13.01	(5)
Hilltop Public Solutions	BOE	CONSL	N/A	07/29/14	\$7,500.00	(5)
Hilltop Public Solutions	BOE	CONSL	N/A	10/08/14	\$1,000.00	(5), (6)
Hilltop Public Solutions	BOE	CONSL	N/A	12/12/14	\$1,000.00	(5), (6)
Hilltop Public Solutions	BOE	CONSL	N/A	12/12/14	\$7,500.00	(5), (6)
Hilltop Public Solutions	BOE	PROFL	N/A	03/10/15	\$17,500.00	(5), (6)
Hilltop Public Solutions	BOE	PROFL	N/A	03/18/15	\$7,500.00	(5), (6)
Hilltop Public Solutions	BOE	PROFL	N/A	05/15/15	\$8,500.00	(5), (6)
Hello World Communications	BOE	PROFL	N/A	06/26/15	\$365.55	(5), (6)
Hilltop Public Solutions	BOE	PROFL	N/A	06/26/15	\$1,000.00	(5), (6)
Hilltop Public Solutions	BOE	PROFL	N/A	07/06/15	\$1,000.00	(5), (6)

Exhibit 3
New Yorkers for de Blasio
Improper Post-Election Expenditures

Name	Statement/ Schedule/ Transaction ID	Purpose Code	Invoice Date	Paid Date	Amount	Notes
Hilltop Public Solutions	BOE	PROFL	N/A	07/15/15	\$8,500.00	(5), (6)
Hilltop Public Solutions	BOE	PROFL	N/A	11/20/15	\$21,250.00	(5), (6)
Hilltop Public Solutions	BOE	PROFL	N/A	12/31/15	\$8,500.00	(5), (6)
Hilltop Public Solutions	BOE	CONSL	N/A	02/11/16	\$1,000.00	(5), (6)
Hilltop Public Solutions	BOE	CONSL	N/A	03/17/16	\$1,000.00	(5), (6)
Hilltop Public Solutions	BOE	CONSL	N/A	04/12/16	\$1,000.00	(5), (6)
Total					<u>\$160,888.45</u>	

Notes:

- (1) The Campaign stated that these expenditures are related to a "thank -you" video emailed to campaign supporters and posted on the Campaign website during the post-election period. However, Rule 5-03(e)(2)(ii) only permits expenditures of *nominal cost* . The Campaign already made \$15,350 in post-election expenditures for a "thank you note." Moreover, the Rule only specifies a "mailing" and "notes" to contributors, campaign volunteers, and staff. A video is not considered a note or a mailing and when posted online, the audience is broader than contributors, volunteers, and staff.
- (2) Although this expenditure occurred on November 12, 2013, the night of the Campaign's permissible post-election party, it is considered impermissible because the Campaign failed to explain how the cost of the hotel room rentals directly related to the post-election party, which was held in a different location.
- (3) This transaction totaled \$24,179.71. However, the Campaign demonstrated that \$357.00 was attributable to the Primary election and \$19,054.00 was attributable to the General election. The remainder is an impermissible post-election expenditure.
- (4) The Campaign had explained that it held a post-election event for campaign staff at Brooklyn Bowl on November 12, 2013. However, documentation from this vendor indicates that there was an additional event held on December 5, 2013, and the Campaign did not provide documentation from the vendor indicating that the expenditures were for the November 12, 2016 event. Rule 5-03(e)(2)(ii) specifies that a Campaign may hold a (meaning one) post-election event for staff, volunteers, and/or supporters within thirty days of the election.
- (5) This transaction was reported to the New York State Board of Elections.
- (6) In its Draft Audit Report response, the Campaign provided a post-election contract detailing the scope of work for this vendor. The Campaign must provide a more detailed breakdown of the responsibilities, work products, and other services provided by this vendor to justify the large, recurring fees paid by the Campaign to this vendor. The post-election contract stipulated a \$1,500 per month fee for storage of records, which has been deducted from the full monthly fee reported to the Board of Elections. The contract also stipulated a \$1,000 per month facility fee to allow campaign staff to perform post-election work. This fee has been deducted from the full monthly fees reported to the Board of Election for months in which the Campaign also reported paying Sonja Chojnacki, who was the primary staff perform assigned to the post-election audit.