Item #5
Settlement with Friends
of David Della 2007 Cmte.

BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION

	)	
In the Matter of	)	No. 07-2-1023-1
	)	
FRIENDS OF DAVID DELLA 2007	)	SETTLEMENT
COMMITTEE	)	

This settlement is made between the Friends of David Della 2007 Committee (the "Committee") and the Executive Director of the Seattle Ethics and Elections Commission (the "Director"). Upon approval by the Seattle Ethics and Elections Commission (the "Commission"), the following findings, conclusions and agreements shall be binding upon the Committee, the Director, and the Commission (the "Parties"), and their successors, heirs and assigns, and shall constitute the complete agreement between the Parties.

The Committee and the Director agree to the following:

STIPULATED FINDINGS OF FACT

1. On Saturday, October 20, 2007, the Committee broadcast an automated phone call to approximately 9,700 households. (Automated phone calls, also known as "robocalls," are taped messages broadcast over telephone lines.)

2. Recipients of the robocall heard the following: "Hello, this is Edie Gilliss from NARAL Pro Choice Washington calling to urge you to vote for David Della for Seattle City Council. David Della won NARAL's endorsement because he supports a woman's right to protect her reproductive health decisions. His opponent, Tim Burgess, has raised millions of dollars for right wing anti-choice groups and Burgess has donated thousands to anti-choice candidates. This November, please cast your ballot for David Della for City Council."

3. The automated phone call broadcast by the Committee failed to indicate who paid for the advertisement.

4. The Committee cooperated promptly and fully with the Director's inquiry.

CONCLUSIONS OF LAW

5. The Seattle Elections Code requires that all broadcast political advertising include sponsor identification. SMC 2.04.290(B) provides in relevant part that: "All audio and video broadcast political advertising, whether relating to candidates or ballot propositions, shall include the sponsor's name…."

6. Automated telephone calls are broadcast over the telephone lines, and thus are "broadcast advertising."

7. The Committee violated SMC 2.04.290(B) when it did not include "Paid for by Friends of David Della 2007" in its automated phone calls broadcast to approximately 9,700 Seattle households.

AGREEMENT

8. Within five business days of the approval of this settlement, the Committee will pay $500 dollars for failing to provide sponsor identification in its automated phone call of October 20, 2007.[1]

9. The Parties agree that this settlement agreement, upon the Commission's approval, will constitute, insofar as is legally possible, a full and final settlement between the Parties, as to all facts, actions, controversies and matters that have occurred or may have occurred, as described herein, related to the Committee's violations of the Seattle Elections Code, and do forever release, acquit and discharge each party, its present or former officials, employees, agents, representatives, heirs and assigns from all present claims, demands, damages, costs (specifically including attorney's fees and costs), actions or causes of action arising out of all facts, actions, controversies and matters that have occurred or may have occurred or in any way related to the Committee's two violations of SMC 2.04.290(B), and the acts or omissions of the Commission, its members, agents or employees in handling the matter filed under Ethics and Elections Commission Case No. 07-2-1023-1 and any events related thereto.

11. The parties agree that the Commission's review of this settlement agreement does not preclude the Commission from hearing this case in the event that the Commission rejects this agreement and calls for a hearing or that the Committee rejects this agreement or any modification thereof and requests a hearing.

12. The parties agree that this settlement agreement incorporates and supersedes any and all other oral and written agreements and assurances of any and all kinds between the parties, and that there are no other written or oral agreements that alter or modify this agreement.

13. The parties agree that if the Committee breaches this agreement, the Commission will be entitled to impose a $5,000 sanction for the Committee's violation of SMC 2.04.290(B).

Friends of David Della 2007 Committee
By: DAVID Della
Date: ~~October~~ November 10, 2007

Wayne Barnett, Executive Director

Date: ~~October~~ November 28, 2007

[1] The penalty strikes a balance between the limited number of robocalls made, and the probability that some recipients of the call likely believed that it had been paid for by NARAL Pro Choice Washington, the only organization identified in the call.

FOR THE SEATTLE ETHICS AND ELECTIONS COMMISSION

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Michele Radosevich, Chair

Executed at Seattle, Washington

This settlement was reviewed by the Commission at its regular meeting of _____.
The Commission members voting to approve the settlement were:

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