BEFORE THE SEATTLE ETHICS AND ELECTIONS COMMISSION

In the matter of	)	No. 12-2-0206-1
	)	
	)	
THOMAS GOLDSTEIN	)	SETTLEMENT AGREEMENT
	)	
	)	

This settlement is made between Thomas Goldstein 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 Goldstein, the Director, and the Commission (the "Parties"), and their successors, heirs and assigns, and shall constitute the complete agreement between the Parties.

Goldstein and the Director agree to the following:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. On February 2, 2012, the People for Bobby Forch committee filed a report showing a January 13, 2012 contribution of $100 from Thermos Nobull at 1600 Pennsylvania Avenue, North Central, WA, 98007.

2. Commission staff contacted the campaign's treasurer with questions about the contribution. A staff member for the treasurer provided Commission staff with a copy of a check dated January 10, 2012, in the name of Thermos Nobull and the address reported by the committee.

3. Thermos Nobull is a fictitious name and 1600 Pennsylvania Avenue, North Central, WA is a fictitious address.

4. On February 29, 2012, the treasurer amended the report to show Thomas Goldstein as the contributor, and his correct address, and notified Commission staff that the committee had amended the report.

5. Goldstein had given the check to a former colleague who was involved with the campaign, with the expectation that she would inform the treasurer that he was the contributor.

This did not happen, and the treasurer used the name and address on the check when completing the disclosure reports.

6. SMC 2.04.290 states that, "[n]o contribution shall be made…in a fictitious name…"

AGREEMENT

1. Goldstein and the Director agree that it is of paramount importance that campaign reports do not include fictitious names or addresses.

2. Goldstein agrees to pay the City of Seattle $100 to settle this matter.

3. 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 any violation of the Seattle Elections Code related to the findings of facts cited above. The Parties, 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 which arise out of the specific facts outlined in this Settlement Agreement, 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. 12-2-0206-1.

4. 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 in the event that Goldstein rejects any Commission modification of this agreement and requests a hearing.

5. The Parties agree that if Goldstein breaches this agreement, in any respect, the Commission will be entitled to hold a special meeting or a regular meeting to issue a determination that Goldstein has violated the Seattle Elections Code. Under the municipal code, the Commission may impose a fine of up to $5,000 per violation, and may require costs that do not exceed the amount of any monetary fine.

6. The Parties agree that this settlement 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.

Thomas Goldstein
Date: Aug 31, 2012

Wayne Barnett, Executive Director
Date: Aug 31, 2012