

DISPOSITION AGREEMENT

This Disposition Agreement is entered into on March 4, 2021, by and between the Office of Campaign and Political Finance (“OCPF”), David A. Robertson (“Robertson” or the “Candidate”), and the Robertson Committee (the “Committee”), in which the parties mutually agree, for the purposes of this Agreement, as follows:

I. INTRODUCTION

1. The Committee, at all times relevant to this Agreement, was a duly organized political committee subject to the provisions of M.G.L. c. 55, the Massachusetts campaign finance law.

2. The Committee was organized to promote the nomination and election of the Candidate to public office.

3. OCPF has the authority to review and investigate the legality, validity, completeness, and accuracy of all reports required to be filed and all actions required to be taken by political committees, candidates, campaign treasurers, and any other person pursuant to M.G.L. c. 55 or any other laws of the Commonwealth relative to campaign contributions and expenditures.

4. The political contributions, expenditures, and other activities noted in this Agreement are subject to the provisions of M.G.L. c. 55 and the regulations issued by this office in accordance with M.G.L. c. 55.

II. FACTS

1. On May 23, 2018, Robertson organized the Committee with OCPF to promote his candidacy for State Representative in the 19th Middlesex District. He first won election to that seat in the 2018 general election.

2. In late 2019, M.G.L. c. 55 was amended to require that all legislative candidates disclose their campaign finance activity through the depository system of reporting. Pursuant to this change, on January 23, 2020, the Candidate signed and filed a statement with OCPF in which the Committee appointed a depository bank and affirmed that all campaign finance activity would be handled by the Committee through the depository account, as required by M.G.L. c 55, § 19.

3. Prior to the primary election on September 1, 2020, and the general election on November 3, 2020, the Candidate and Committee distributed door hangers, letters, and signs, and placed newspaper and Facebook advertisements promoting Robertson’s candidacy for State Representative. The Committee’s bank reports from August 1, 2020 through September 30, 2020 only disclosed two expenditures, totaling \$6.00, for bank fees.

4. As a result of its review, OCPF determined and the Candidate acknowledged that, on multiple occasions, the Candidate personally paid for the above goods and services using the Candidate’s personal funds, without utilizing the Committee’s depository account. All of the

Committee's approximately thirty expenditures for campaign materials for the period August 5, 2020 through October 15, 2020, totaling \$15,399.05, were made outside of the Committee's depository account.

5. After being contacted by OCPF, the Candidate used funds on deposit in the Committee's depository account to make expenditures in support of his candidacy. Consequently, the Committee's bank reports for the month of October 2020 disclosed four expenditures in the latter half of October, totaling approximately \$3,300, for graphic design services, stamps, and campaign supplies.

6. All of the expenditures described in Paragraph 5 above were made using the Candidate's personal funds.

7. All contributions received from other individuals were deposited into the Committee's depository account and disclosed in the Committee's deposit reports.

8. After this matter was brought to the Candidate's attention, the Committee filed an external activity report with OCPF to disclose the approximately \$15,000 spent by the Candidate outside of the depository system.

III. OCPF CONCLUSIONS

There is no limit on the amount of money a candidate may spend to promote his or her own nomination or election to public office. In order to provide the public with full, accurate, and timely disclosure of campaign finance activity, however, depository candidates and committees are required to pay for goods and services that cost more than \$100 with funds that have previously been deposited into duly appointed depository bank accounts. M.G.L. c. 55, § 19.

OCPF has concluded that the Candidate and the Committee violated § 19 when the Candidate used his personal funds, in the total amount of \$15,399.05, to pay for campaign expenditures without utilizing funds on deposit in the Committee's depository account. This represented the vast majority of the funds spent on the Candidate's campaign in relation to the 2020 primary and general elections.

IV. RESPONDENTS' POSITION

I am pleased to have worked with OCPF to properly clarify and record how my own personal, out-of-pocket expenses were meant to be stated, and am confident going forward that this issue is permanently resolved.

V. RESOLUTION

In order to resolve the matter now before OCPF, the parties agree, pursuant to 970 CMR 3.07(1) and M.G.L. c. 55, § 3, as follows:

1. The Candidate will pay \$2,000 to the Commonwealth in the nature of a civil forfeiture, payable from the Candidate's personal funds, according to the following schedule:

- a. \$500 due upon execution of this Agreement;
- b. \$500 due on or before June 1, 2021;
- c. \$500 due on or before September 1, 2021; and
- d. \$500 due on or before December 1, 2021.

2. The Candidate and the Committee understand and agree that all future campaign finance expenditures made to influence the nomination or election of the Candidate to public office will be paid with funds on deposit in the Committee's depository bank account as required by M.G.L. c. 55 and the regulations issued by OCPF in accordance with the campaign finance law.

3. If the Candidate intends to use his personal funds for Committee expenditures, the Candidate agrees to first deposit his personal funds into the Committee account and then make all expenditures from the Committee account.

4. The Candidate and Committee agree to provide OCPF with copies of all invoices or receipts relating to Committee expenditures, and copies of all deposit tickets, contributor checks, or other documentation related to contributions made by credit card. Such documentation shall be provided to OCPF according to the follow schedule:

- a. By April 15, 2021, for all activity from January 1, 2021 through March 31, 2021;
- b. By July 15, 2021, for all activity from April 1, 2021 through June 30, 2021;
- c. By October 15, 2021, for all activity from July 1, 2021 through September 30, 2021;
- d. By January 15, 2022, for all activity from October 1, 2021 through December 31, 2021;
- e. By April 15, 2022, for all activity from January 1, 2022 through March 31, 2022; and
- f. By July 15, 2022, for all activity from April 1, 2022 through June 30, 2022.

The Committee will also provide any further documents requested by OCPF within 10 business days of the request.

5. The Candidate and Committee agree to appoint a new treasurer upon execution of this Agreement. The treasurer shall attend an OCPF seminar and complete the required Treasurer Training module within thirty (30) days of his or her appointment as treasurer.

6. OCPF agrees not to refer the Candidate or the Committee to any other governmental agency, including, without limitation, the Office of the Attorney General, for any failure to comply with the provisions of M.G.L. c. 55 cited herein, with respect to the conduct that is specifically referenced in this Agreement.

7. OCPF may, at any time, review compliance with this Agreement. If it believes that the provisions of this Agreement have been violated, after notice to the Candidate and the Committee, OCPF may, notwithstanding the provisions of the foregoing paragraph, proceed with any action consistent with M.G.L. c. 55 or otherwise authorized by law.

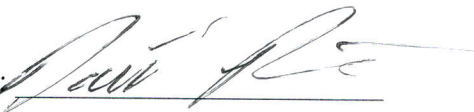
8. This Agreement shall be binding upon OCPF, the Candidate, and the Committee.

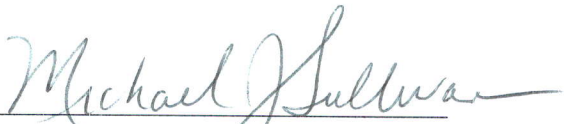
9. The parties have entered into this Agreement, knowingly and voluntarily, in an effort to resolve all matters set forth in the Agreement.

10. This Agreement is a public record under M.G.L. c. 4, § 7 and shall be subject to public inspection as required by M.G.L. c. 66, § 10.


DAVID A. ROBERTSON

OFFICE OF CAMPAIGN AND
POLITICAL FINANCE

By: 
Individually and as Candidate

By: 
Michael J. Sullivan, Director Pro Tem
3/4/21

ROBERTSON COMMITTEE

By: 
David A. Robertson