

Taxpayer Protection Amendment of 2000 Complaints Against Mayor Pam O'Connor by The Santa Monica Transparency Project

These are Complaints brought by the Santa Monica Transparency Project against Mayor Pam O'Connor alleging twenty-four (24) violations of Santa Monica law under the Oaks Initiative relating to campaign contributions Mayor O'Connor received, and kept, from developers after voting in favor of their projects and conferring substantial benefits upon them. These Complaints are filed with the City of Santa Monica on information and belief and call for a full investigation into these allegations and all of Mayor O'Connor's other campaign contributions to determine any other violations, and that appropriate and full remedies be taken. This is a matter of great public concern given the corrosive influence of the repeated contributions developers with Santa Monica projects have made and are making into Santa Monica council elections.

These Complaints allege that Mayor O'Connor illegally accepted these campaign contributions from three of the biggest developers in Santa Monica: Hines, Macerich and Century West. The payments were batched, from numerous executives of each company along with those associated with them. Taken together they demonstrate a very disturbing pattern of illegal campaign financing by Mayor O'Connor.

Mayor O'Connor's pattern of violations continues. Just two days ago, on Monday, October 6, 2014, she filed her most recent Campaign Disclosure Statement which contains proof of her accepting a second wave of alleged illegal batched donations from Century West's founders and executives. Pam O'Connor's violations are repeated and continuous, and span from 2008 to 2014, as alleged in detail below in these Complaints.

The Transparency Project is an all-volunteer group of Santa Monica residents concerned about openness and accountability in our City government. We believe openness and accountability are the cornerstone of our democracy. The Transparency Project formed in 2010 after a developer-funded PAC repeatedly refused to timely disclose developer contributions to Santa Monica voters. As part of our commitment, we track political contributions to city council members. Members of the public served by the city council must be able to rely on their representatives to be working in their best interests. Since 2010, we have published newspaper articles and presented reports to the city council and the public on campaign spending. In an article published August 14, 2013 in the Santa Monica Daily Press, we wrote, "Does Money Buy Political Influence?" http://smdp_backissues.s3.amazonaws.com/081413.pdf.

Pam O'Connor's Knowledge of and Reliance On the Oaks Initiative

On Tuesday, January 28, 2014, a member of the Transparency Project, speaking before the city council, formally asked Pam O'Connor to recuse herself from voting on the development agreement for the Hines Bergamot project as an ethical obligation because she had accepted simultaneous campaign contributions in March 2008 from numerous Hines executives and their associates to pay off her campaign debt from the 2006 election.

Mayor O'Connor refused saying that she can accept batched contributions from a developer before she votes for their project because it is not against the law. She, in essence, said: as long as it is not illegal, I can do it.

In doing so Mayor O'Connor explained the law in Santa Monica covering campaign contributions, demonstrating that she knew exactly what the law entailed. She explained that once she voted to confer a benefit, she could no longer accept contributions from those on whom she had conferred the benefit. She said:

“Voters of the city of Santa Monica adopted the Oaks Initiative/Ordinance which requires that city council members... cannot accept contributions from people on whom they conferred a benefit. So the way Santa Monica works, based on the voters, is that once you have conferred the benefit, you can no longer accept campaign contributions.” www.smgov.net; 1/28/14 City Council meeting, video at 3:46.

Given Ms. O'Connor's reliance on Oaks, the Transparency Project decided it should look at contributions to Mayor O'Connor under the Oaks Initiative.

The Oaks Initiative

The Oaks Initiative, City Charter Amendment XXII, the Taxpayer Protection Amendment of 2000, was adopted to protect against city officials awarding public benefits in exchange for private advantages in the form of personal or campaign contributions. The time period for this absolute prohibition on contributions starts on the date the councilmember approves or votes to approve the benefit and runs until either up to six years afterwards or two years after the end of their current term when the benefit was conferred, whichever is less, for officials with continuous service in office such as Ms. O'Connor. The City Charter states that “the use or disposition of public assets are often tainted by conflicts of interest among local public officials” and that “the sources of such corruptive influence include ...anticipated campaign contributions...” SM Charter, Article XXII—Taxpayer Protection, Section 2201.

The Oaks Initiative not only applies to a public official acting as a city councilmember, but also specifically includes that official acting through the redevelopment agency. Section 2203(a) and (b).

Penalties under the Oaks Initiative can be both civil and criminal, and include an order requiring Mayor O'Connor to stop taking illegal campaign contributions as well as a payment of up to 5 times the contribution. Covered are contributions from any entity, or any individual who has more than a 10% equity, participation, or revenue interest in that entity or who is a trustee, director, partner or officer of that entity, during a period where such benefit is received or accrues. Section 2202(b).

Under Santa Monica law, the obligation and responsibility to comply with the Oaks Initiative falls squarely on the public official, here Mayor O'Connor.

“City public officials shall practice due diligence to ascertain whether or not a benefit defined under Section 2202(a) has been conferred, and to monitor personal or campaign advantages enumerated under Section 2202(c) so that any such qualifying

advantage received is returned forthwith, and no later than ten days after its receipt.”
Section 2204(a).

Under the Oaks Initiative, backed by almost 60% of the voters, the City has few obligations. The obligation to ascertain on whom a councilmember conferred a benefit and to monitor campaign contributions is on the council member, here Pam O’Connor. The City has an on---line “Taxpayer Protection Report” relating to the Oaks Initiative, listing some projects, some beneficiaries and some votes. It is, on its face, incomplete, with whole years missing, beneficiaries often missing or incompletely or inadequately described. The Oaks Initiative does not require such a list. It cannot, and does not, substitute for each council member’s legal obligation to monitor for themselves their benefits conferred and contributions received. This is even more so here where the Report is from even a quick review inadequate and incomplete.

Each complaint listed below relates to a benefit well over the Oaks threshold of \$25,000. This Complaint is based on the information and reasonable belief as set out below.

Factual Background for First through Fifth Complaints

The Vote Conferring the Benefit

Lantana Hines North project. A public benefit was conferred in contract 8397 at the September 28, 2004 Santa Monica City Council meeting on Hines. Ms. O’Connor voted in favor of conferring the public benefit. The contract is a development agreement that allows the development of a project that exceeds zoning standards.

The Beneficiary: Hines

Hines ownership and management of the property and project were crystal clear. It was well known to the Council, including Ms. O’Connor. It was an important project, receiving a good deal of attention and was controversial in the community. It was, of course, the “Lantana HINES North” project and was put forth by Hines executives in Hines’ name. The project was discussed in the press, by Hines itself and by Councilmembers at the time as a Hines project. For example:

1. Hines press release of 5/3/04 in which Hines speaks of the Lantana Media campus as “owned and managed by Hines, the international real estate firm” since it purchased it in 1998. It calls the project “Hines’ Lantana Media Campus”—note the possessive.
2. Letter of September 10, 2004 on Hines stationary to City Council members giving an overview of the project and signed by senior Hines executive Doug Holte.

3. Media article of September 23, 2004 entitled “Santa Monica: City Council okays two Lantana Media Campus projects.” This article begins by identifying who won the approval: “Hines, an international real estate firm, won...” And, in the second paragraph: “The Tuesday, September 14th vote [on the first reading] will allow Hines to build” the Lantana projects. Argonaut, 9/23/04.
4. In that same article Mayor Pro Tem Kevin McKeown is quoted about the project and referring to Hines.
5. On September 16, 2004 another local media report discussed that Senior Hines Vice President, Doug Holte”, had addressed the Council on behalf of the project The LookOut News, 9/16/04. (See Attachment A for backup on items 1---5.)

Hines, and other developers and property owners, regularly put forth their development projects through a limited liability corporation (LLC), such as when Hines proposed its Hines Bergamot project, it put it forth under “Hines 26th Street, LLC” (see City Council Minutes of February 11, 2014 at www.smgov.net.) Similarly, for its Hines Lantana project, Hines put it forth under the name “Lantana Hines Development, LLC.” This, of course, does not change who received the benefit.

The Contributions Afterwards

Pam O’Connor’s campaign disclosure report filed on October 6, 2008 lists 9 Hines related batched contributions received on March 15, 16 and 18, 2008 in the maximum amount then permitted by law. These contributions were from Jeff Hines (Hines President and co---owner), Colin Shepherd (Hines Senior Vice President), Doug Holte (Hines Senior Vice President), James Buie (Hines Executive Vice President/Chief Executive Officer, West Region), Paul Paradis (Hines Senior Vice President), James Bonham (Hines position unknown), and apparently the wives of Messrs. Buie, Shepherd, and Holte. Contributions from the first 5 of these Hines related individuals were prohibited by the Oaks Initiative as they are Hines officials. Ms. O’Connor was the sole signatory to this report, signing as Assistant Treasurer. This demonstrates that she was fully familiar with who had made the contributions.

When, on January 28, 2014, the Transparency Project asked Mayor O’Connor to recuse herself from voting on the Hines Bergamot project because she had received these contributions from Hines (as well as others from Hines’ partner on the Bergamot project), she responded that they did not violate the Oaks Initiative because the contributions came *before* her upcoming vote. What residents did not then know, and the Mayor did not mention, was that accepting these contributions did violate the Oaks Initiative because they came *after* previous pro---Hines votes by Ms. O’Connor on the Hines Lantana Projects.

Please see attachment A, for backup documentation.

First Complaint

On March 15, 2008, Pam O'Connor received a campaign contribution from Jeff Hines, President and co-owner of Hines, upon whom she conferred a benefit valued at over \$25,000 on September 28, 2004. She did not return the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative. Please see attachment B.

Second Complaint

On March 18, 2008, Pam O'Connor received a campaign contribution from Colin Shepherd, Senior Vice President of Hines, upon whom she conferred a benefit valued at over \$25,000 on September 28, 2004. She did not return the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative. Please see attachment C.

Third Complaint

On March 18, 2008, Pam O'Connor received a campaign contribution from Doug Holte, Senior Vice President of Hines, upon whom she conferred a benefit valued at over \$25,000 on September 28, 2004. She did not return the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative. Please see attachment D.

Fourth Complaint

On March 15, 2008, Pam O'Connor received a campaign contribution from Jim Buie, Executive Vice President/Chief Executive Officer for the West Region of Hines, upon whom she conferred a benefit valued at over \$25,000 on September 28, 2004. She did not return the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative. Please see attachment E.

Fifth Complaint

On March 16, 2008, Pam O'Connor received a campaign contribution from Paul Paradis, Senior Vice President of Hines, upon whom she conferred a benefit valued at over \$25,000 on September 28, 2004. She did not return the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative. Please see attachment F.

Factual Background for Sixth through Tenth Complaints

The Vote Conferring the Benefit

Lantana Hines South project. A public benefit was conferred in contract 8396 at the September 28, 2004 Santa Monica City Council meeting on Hines. Ms. O'Connor voted in favor of conferring the public benefit. The contract is a development agreement that allows the development of a project that exceeds zoning standards.

The Transparency Project incorporates the "Factual Background for First through Fifth Complaints" set out above, except for the first paragraph in that section which deals specifically with the Lantana Hines North project.

Please see attachment G.

Sixth Complaint

On March 15, 2008, Pam O'Connor received a campaign contribution from Jeff Hines, President and co-owner of Hines, upon whom she conferred a benefit valued at over \$25,000 on September 28, 2004. She did not return the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative.

Please see attachment B.

Seventh Complaint

On March 18, 2008, Pam O'Connor received a campaign contribution from Colin Shepherd, Senior Vice President of Hines, upon whom she conferred a benefit valued at over \$25,000 on September 28, 2004. She did not return the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative.

Please see attachment C.

Eighth Complaint

On March 18, 2008, Pam O'Connor received a campaign contribution from Doug Holte, Senior Vice President of Hines, upon whom she conferred a benefit valued at over \$25,000 on September 28, 2004. She did not return the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative.

Please see attachment D.

Ninth Complaint

On March 15, 2008, Pam O'Connor received a campaign contribution from Jim Buie, Executive Vice President/Chief Executive Officer for the West Region of Hines, upon whom she conferred a benefit valued at over \$25,000 on September 28, 2004. She did not return

the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative.

Please see attachment E.

Tenth Complaint

On March 16, 2008, Pam O'Connor received a campaign contribution from Paul Paradis, Senior Vice President of Hines, upon whom she conferred a benefit valued at over \$25,000 on September 28, 2004. She did not return the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative.

Please see attachment F.

Factual Background for the Eleventh through Fourteenth Complaints

The Votes Conferring the Benefits

Santa Monica Place Project. Public benefits were conferred on Macerich at joint meetings of the Santa Monica City Council and the Redevelopment Agency on September 11, 2007 and on July 8, 2008, and by the City Council at its meeting of July 14, 2009. See Contracts 8896, 8897, 8898, 9097, 9251, 8950, 9115. Ms. O'Connor voted in favor of conferring the public benefits on these dates acting as a City Councilmember on all three dates, and also as a Redevelopment Agency member on the first two dates.

The public benefits included: in 2007 allowing for the remodel of Santa Monica Place and a number of amendments to existing agreements; in 2008 waiving competitive bidding and for the execution of a contract with Macerich for final design and certain construction of the project, not to exceed \$10million; and in 2009, again in furtherance of the Santa Monica Place project, approving a phased approach to implementation of certain aspects of the project. Any one of these approvals would have triggered Councilmember and Agency member Pam O'Connor's Oaks Initiative mandatory obligations, all of these votes over years just makes any violation that much more egregious.

The Beneficiary: Macerich

There is no doubt that the owner and developer of Santa Monica Place was Macerich. The project was in the press constantly and engendered much resident opposition in its early stages.

The Staff Reports, Minutes of the Council and Redevelopment Agency meetings and Ordinances of the City make clear that Macerich was the owner and developer of Santa Monica Place, and the recipient of the benefits. For example:

1. The Staff Report of September 11, 2007, from Andy Agle, SM Director of Housing and Economic Development, and Eileen Fogarty, Director of Planning and Community Development, to the Mayor and City Council and the Chairperson and Redevelopment Agency, states that Macerich is the owner of Santa Monica Place, the proponent of the project and the entity that will receive the benefit: "The Macerich Company (Macerich),

owner of Santa Monica Place, proposes to extensively remodel its existing 558,556 gross leasable square foot mall (Project), to achieve a number of objectives...” Staff Report for Item 9---A, City Council Meeting of September 11, 2007.

2. The Minutes of City Council Meeting of July 8, 2008 discusses authorizing agreements with Macerich related to Santa Monica Place.. Minutes for Item 8---A, City Council Meeting of July 8, 2008.
3. The Staff Report for July 14, 2009 City Council Meeting again discusses Macerich as the owner of Santa Monica Place in relation to all three Council vote—in 2007, 2008 and 2009—all in furtherance of the development of Santa Monica Place. Staff Report for Item 8---C, City Council Meeting of July 14, 2009. www.smgov.net

The Contributions Afterwards

Pam O’Connor’s campaign disclosure statement e---filed on October 21, 2010 lists batched contributions from four senior Macerich executives in the maximum amount then permitted by law. These contributions were from: Dana Anderson (listed in the statement as Vice---chair of Macerich), Randy Brant (listed in the statement as Executive VP of Macerich), Edward Coppola (listed in the statement as President of Macerich), and Kenneth Gillett (listed in the statement as Senior VP, Macerich.) According to the statement, Ms. O’Connor was both the candidate and the Assistant Treasurer. Randy Brant is listed on Macerich web---site as having oversaw the redevelopment of Santa Monica Place. Messrs. Anderson and Coppola are listed as also on Macerich’s Board of Directors. www.macerich.com

At the time that a massive redevelopment of Santa Monica Place was being considered, including three 21---story towers and an office building, the largest project then under consideration in Santa Monica, the Santa Monica Coalition for a Livable City (“SMCLC”) and other residents opposed the project and exposed the multiple contributions Pam O’Connor had received from key Macerich executives before she was to vote on Santa Monica Place. In 2005, Ms. O’Connor had collected batched payments from 13 senior Macerich executives to pay off her campaign debt. (She similarly paid off her next campaign’s debt largely with batched contributions from Hines executives and associates, when Hines had the then largest development project before the City Council, Hines Bergamot.) www.smclc.net

Now, it turns out that Ms. O’Connor not only accepted contributions from Macerich *before* she voted on their Santa Monica Place project, but with the 2010 contributions, also *after* she voted in favor of their project, in violation of Santa Monica law.

Please see Attachment H.

Eleventh Complaint

On October 2, 2010, Pam O’Connor received a campaign contribution from Dana Anderson, Vice---Chair and member of the Board of Directors of Macerich upon whom she conferred a benefit valued at over \$25,000 on September 11, 2007 and July 8, 2008 both as a

Councilmember and Agency Member, and on July 14, 2009 as a Councilmember. She did not return the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative.

Please see Attachment I.

Twelfth Complaint

On October 2, 2010, Pam O'Connor received a campaign contribution from Randy Brant, Executive Vice President of Macerich upon whom she conferred a benefit valued at over \$25,000 on September 11, 2007 and July 8, 2008 both as a Councilmember and Agency Member, and on July 14, 2009 as a Councilmember. She did not return the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative.

Please see Attachment J.

Thirteenth Complaint

On October 2, 2010, Pam O'Connor received a campaign contribution from Edward Coppola, President of Macerich upon whom she conferred a benefit valued at over \$25,000 on September 11, 2007 and July 8, 2008 both as a Councilmember and Agency Member, and on July 14, 2009 as a Councilmember. She did not return the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative.

Please see Attachment K.

Fourteenth Complaint

On October 2, 2010, Pam O'Connor received a campaign contribution from Kenneth Gillett, Senior Vice President of Macerich upon whom she conferred a benefit valued at over \$25,000 on September 11, 2007 and July 8, 2008 both as a Councilmember and Agency Member, and on July 14, 2009 as a Councilmember. She did not return the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative.

Please see Attachment L

Factual Background for the Fifteenth through Seventeenth Complaints

The Vote Conferring the Benefit

Project at 1320 2nd Street. A public benefit was conferred in contract 9805 at the June 25, 2013 Santa Monica City Council meeting on Century West. Ms. O'Connor voted in favor of conferring the public benefit on that date. The contract is a Development Agreement that allows the development of a project downtown that exceeds zoning standards, including allowing increased height, density and massing.

The Beneficiary: Century West

At the May 14, 2013 City Council hearing on the project when it was introduced for its first reading, with Mayor O'Connor presiding, it was made clear that the Applicant, who would receive the benefit, was Century West. Mayor O'Connor introduced Dale Goldsmith as the lawyer for the Applicant, with Mayor O'Connor stating that he represented the Applicant. Mr. Goldsmith began by informing the Council that he "represented the Applicant, Century West." He then introduced the development team: Kevin Farrell, Steve Fifield, Mike Sorochinsky and Greg Goldman. www.smgov.net; SM City Council Meeting of 5/14/13, video at 2:01:25.

All of these individuals introduced by the lawyer for the Applicant, Century West, to the Council are with Century West, with Messrs. Fifield and Sorochinsky being the founders. The Century West Partners web-site lists this project as the Chelsea. www.centurywestpartners.com.

Similarly, at the May 14, 2013 first reading, during public comments Carol Lemlein addressed the Council to express support for a donation for downtown preservation as part of the 1320 2nd Street Development Agreement. She specifically thanked the staff and "Century West for agreeing to that." www.smgov.net; SM City Council Meeting of 5/14/13, video at 2:35:25.

Additionally, at the same Council meeting, Steve Fifield (who would soon after give a campaign donation to Pam O'Connor) himself addressed the Council in response to a question from the Council about the project that his attorney informed the Council that he would have to defer to his client. www.smgov.net; SM City Council Meeting of 5/14/13, video at 2:45. There was much discussion at the Council meeting on this project, and concerns raised by some councilmembers about the abbreviated process and the benefit package.

Thus, no one could have left this meeting with any doubt that the Applicant and developer was Century West or that Steve Fifield was with the developer Century West. Mayor O'Connor presided over this meeting throughout Century West's presentation and throughout the public comment period.

Moreover, an article about Steve and Randy Fifield appearing two weeks before the June 25, 2013 Council approval of the 2nd Street project, also makes clear that this project is a Century West project: "Century West is processing another four projects for approval in Santa Monica on 2nd Street, Lincoln Boulevard and Wilshire for 2013 starts." REJournals.com, June 11, 2013.

The Contributions Afterwards – Twice: in 2013 and again in 2014

Contributions in 2013

Ms. O'Connor's campaign disclosure statement filed after the deadline on May 27, 2014 lists a number of contributions from people related to Century West. These contributions were received by Mayor O'Connor's campaign in July 2013, not long after she voted to approve the 1320 2nd Street project and not long after the Applicant's lawyer had informed her that the Applicant upon whom she was to bestow the benefit was Century West. Pam O'Connor was the sole signature appearing on this statement, signing twice, as Assistant Treasurer and Candidate, both on February 2, 2014. This shows that she was fully familiar with who her donors were. She also certified under penalty of perjury that the information in the statement was "complete."

The list included the maximum permitted financial contributions to Pam O'Connor by a number of senior people at Century West, received the same day, July 23rd: Steve Fifield (founder and principal), Randy Fifield (managing director and principal), Kevin Farrell (Senior Vice President or Executive Vice President), Greg Goldman (senior project manager). Also, contributions were received at the same time from apparently the spouses of Mr. Farrell and of co-founder Mike Sorochinsky, Lauren Sorochinsky.

The acceptance of this contribution made by Ms. Sorochinsky, as well as those listed below in 2014, may also be a violation by Pam O'Connor of the Oaks Initiative, if Ms. Sorochinsky had a more than 10% interest in Century West or otherwise in the 1320 2nd Street project, either directly or through the M & L Sorochinsky Trust, something the City should review.

Contributions in 2014

Current city council candidate O'Connor's campaign disclosure statement e-filed this Monday, October 6, 2014 lists a number of donations from people related to Century West. These batched contributions were received by Mayor O'Connor's campaign in July and August, 2014, about one year after she voted to confer a benefit on Century West for the 1320 2nd Street downtown development project. The campaign statement states that she executed it on October 6th, as the candidate for office.

The list of donations include contributions from both founders and executives of Century West, and other individuals associated with them and the same trust, the Michael and Lauren Sorochinsky Family Trust. These contributions were made in a strange, common pattern and in unusual sums: with two donations each being made by four individuals, each of the four making one contribution for \$99 and one for \$226, totaling the maximum total donation permitted by law. Moreover, with three other individuals, only a donation of \$226 was listed—the City should review if there were also \$99 donations not disclosed in the Campaign Statement.

On July 25, 2014, Pam O'Connor received a contribution for \$226 from Randy Fifield (managing director and principal of Century West); on the same day she received a second contribution from Randy Fifield for \$99; on the same day Mayor O'Connor received a donation for \$99 from Steven Fifield (founder and principal of Century West); on the same day she received a second donation of \$226 from Steven Fifield; on the same day Pam O'Connor received a contribution for \$99 from Lauren Sorochinsky (listed as Homemaker, and believed to be the wife or other relative of Century West Co-founder Michael

Sorochinsky and a Trustee of the Michael and Lauren Sorochinsky Family Trust); on the same day Mayor O'Connor received a donation of \$99 from Michael Sorochinsky (Co-Founder and principal of Century West.)

Additionally, on August 14, 2014, Candidate Pam O'Connor received a contribution of \$226 from Lauren Sorochinsky; on the same day she received a contribution also for \$226 from Michael Sorochinsky; on the same day Mayor O'Connor received a contribution of \$226 from Aaron Sorochinsky; further on the same day she received a donation for \$226 from Kevin Farrell (Senior or Executive Vice President of Century West.)

Finally, on July 22, 2014 Pam O'Connor received a contribution from Greg Goldman in the amount of \$226 (believed to be Century West project manager.)

Pam O'Connor's early 2014 Campaign Statement Omits Any Mention of Century West

The early 2014 O'Connor Campaign Disclosure statement was not "complete." Importantly, it did not mention Century West. Rather, it listed for each of the four senior Century West people, that each of their employer was "FRC Reality, LLC," which was not the Applicant the month before upon which Mayor O'Connor conferred a benefit. As two articles that appeared before the approval made clear, Steve Fifield formed Century West in 2010 (with Michael Sorochinsky) to expand the Fifields reach to Los Angeles and Santa Monica. While they may also work for FRC, that disclosure, without also mentioning Century West, made the campaign statement not complete in a material way, and made the contributions Oaks opaque to Santa Monica residents, at best. REJournals.com, June 11, 2013. Roger Vincent, LA Times, January 20, 2013.

The October 2014 Statement Fails to Mention the Fifields' Connection to Century West

Pam O'Connor's most recent Campaign Disclosure statement still lists for each of Steve Fifield's and Randy Fifield's two contributions a piece that they are employed by FRC Reality, without any mention of Century West, of which the were principals.

Please see Attachment M.

Fifteenth Complaint

On July 23, 2013, Pam O'Connor received a campaign contribution from Steve Fifield, founder and principal of Century West Partners, upon whom she conferred and voted to confer a benefit valued at over \$25,000 on June 25, 2013. She did not return the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative.

Please see Attachment N.

Sixteenth Complaint

On July 23, 2013, Pam O'Connor received a campaign contribution from Randy Fifield, managing director and principal of Century West Partners, upon whom she conferred and voted to confer a benefit valued at over \$25,000 on June 25, 2013. She did not return the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative.

Please see Attachment O.

Seventeenth Complaint

On July 23, 2013, Pam O'Connor received a campaign contribution from Kevin Farrell, an officer, Senior Vice President or Executive Vice President, of Century West Partners, upon whom she conferred and voted to confer a benefit valued at over \$25,000 on June 25, 2013. She did not return the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative.

Please see Attachment P.

Eighteenth Complaint

On July 25, 2014, Pam O'Connor received a campaign contribution in the amount of \$226 from Randy Fifield, managing director and principal of Century West Partners, upon whom she conferred and voted to confer a benefit valued at over \$25,000 on June 25, 2013. She did not return the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative.

Please see Attachment O.

Nineteenth Complaint

On July 25, 2014, Pam O'Connor received a campaign contribution in the amount of \$99 from Randy Fifield, managing director and principal of Century West Partners, upon whom she conferred and voted to confer a benefit valued at over \$25,000 on June 25, 2013. She did not return the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative.

Please see Attachment O.

Twentieth Complaint

On July 25, 2014, Pam O'Connor received a campaign contribution in the amount of \$99 from Steven Fifield, founder and principal of Century West Partners, upon whom she conferred and voted to confer a benefit valued at over \$25,000 on June 25, 2013. She did not return the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative.

Please see Attachment N.

Twenty--First Complaint

On July 25, 2014, Pam O'Connor received a campaign contribution in the amount of \$226 from Steven Fifield, founder and principal of Century West Partners, upon whom she conferred and voted to confer a benefit valued at over \$25,000 on June 25, 2013. She did

not return the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative.

Please see Attachment N.

Twenty--Second Complaint

On July 25, 2014, Pam O'Connor received a campaign contribution in the amount of \$99 from Michael Sorochinsky, founder and principal of Century West Partners (and Trustee of the M & L Sorochinsky Family Trust) upon whom she conferred and voted to confer a benefit valued at over \$25,000 on June 25, 2013. She did not return the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative.

Please see Attachments M and N.

Twenty--Third Complaint

On August 18, 2014, Pam O'Connor received a campaign contribution in the amount of \$226 from Michael Sorochinsky, founder and principal of Century West Partners (and Trustee of the M & L Sorochinsky Family Trust) upon whom she conferred and voted to confer a benefit valued at over \$25,000 on June 25, 2013. She did not return the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative.

Please see Attachments M and N.

Twenty--Fourth Complaint

On August 18, 2014, Pam O'Connor received a campaign contribution in the amount of \$226 from Kevin Farrell, an officer, Senior Vice President or Executive Vice President, of Century West Partners, upon whom she conferred and voted to confer a benefit valued at over \$25,000 on June 25, 2013. She did not return the contribution within 10 days, and to the best of our knowledge has not returned it to date. All, in violation of the Oaks Initiative.

Please see Attachment P.

Conclusion, Need for Full Investigation and Remedies

Conclusion—Full and Impartial Investigation Required

The allegations raised in these complaints are extremely serious. They involve the Mayor of our city accepting batched campaign contributions from developers on whom she has bestowed substantial benefits, in violation of Santa Monica law. This is especially important in Santa Monica where residents are, rightfully, very concerned about the massive donations from developers into our election campaigns, which overwhelm the influence of citizens and mock good governance.

Mayor Pam O'Connor accepts contributions from developers both before and after she votes on their projects, as alleged in these Complaints. As our Charter states, this "corruptive influence" must be stopped.

The prohibition against accepting campaign contributions from those upon whom a councilmember has conferred a covered benefit is absolute. Appropriate remedies are required. No favoritism can be shown because Pam O'Connor is Mayor or long serving.

We request that the City carry out a full, independent and impartial investigation, and that appropriate and full remedies be taken.

Serious Remedies Required for Serious Violations

The remedies available under the law can be civil and criminal, and can include:

- 1) restitution of the personal or campaign advantage received, which shall accrue to the general fund of the City;
- 2) a civil penalty of up to five times the value of the personal or campaign advantage received;
- 3) injunctive relief necessary to prevent present and future violations of the Taxpayer Protection Amendment;
- 4) disqualification from future public office or position within the jurisdiction, if violations are willful or egregious or repeated; and
- 5) criminal misdemeanor prosecution if knowing and willful. Section 2206.

Please see Attachment Q for full text of Taxpayer Protection Amendment.

See the *Appendix* on page 17 below for a Chart of Key Dates.

Relevant Facts Impacting Remedies

A number of the factors are relevant to the review of the appropriate remedies against Mayor O'Connor, including:

- (a) the fact that Mayor O'Connor is very familiar with the Oaks Initiative, and her obligations under it, as evidenced by her comments at the 1/28/14 City Council meeting and her signing the argument against the Oaks Initiative when it was on the ballot in 2000;
- (b) the fact that Mayor O'Connor affirmatively used her alleged compliance with the Oaks Initiative as a shield to protect herself against residents' claim that she should recuse herself from voting on Hines Bergamot, when at the time she had accepted money from Hines' owner and executives in violation of Oaks;
- (c) the fact that board members and officers of two of these developer—Hines and Macerich— had previously made contributions to Mayor O'Connor before she was to vote on their major projects, and that these contributions had been prominently

brought to her attention by residents, so that she was particularly conscious that her legal obligations required carefully monitoring contributions from Hines and Macerich;

- (d) Mayor O'Connor is a very experienced politician, not a novice learning the ropes;
- (e) the short time between when the 1320 2nd Street benefit was given and when Mayor O'Connor was specifically informed that the Applicant who was to receive the benefit was Century West and when Steve Fifield addressed the Council, on the one hand, and when the Century West campaign donations were received, on the other hand, evidencing full knowledge;
- (f) the incomplete and misleading identification of the Century West owners as being employed by FRC Reality on her campaign disclosure statements, without at least also disclosing these donors relation to Century West, even though they had appeared before her as the Applicant Century West when she had voted in favor of their project;
- (g) the fact that these violations continued over an extended period of time, until today;
- (h) the repeated nature of these Oaks violations;
- (i) the fact that these involved major developers and important, much debated projects;
- (j) the fact that for Hines, Macerich and Century West, individuals who made these contributions far from being invisible in relation to their projects, had appeared before Mayor O'Connor on these very projects, and some had also been then quoted in the press about their project;
- (k) the fact that for each project which she voted in favor of, there were numerous batched donations from senior individuals related to the entity that received the benefit, whether it was Hines, Macerich or Century West, not a single or even two donations, and with Century West donations repeated over two reporting periods; and,
- (l) her several other FPPC violations and her dismissive attitude towards them, see e.g. The LookOut News, 4/5/10, "State Warns Mayor Pro Tem Pam O'Connor for Missing Campaign Disclosure Deadline," (she is quoted about being 6 months late: "I don't see what the big deal is.")

The Santa Monica Transparency Project

/s/ Mary Marlow