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No. 4-18-0502

IN THE
APPELLATE COURT OF ILLINOIS
FOURTH JUDICIAL DISTRICT

DAVID W. COOKE, Appellant, v. ILLINOIS STATE BOARD OF ELECTIONS; WILLIAM J. CADIGAN, in his capacity as chairman; JOHN R. KEITH, in his capacity as vice-chairman; WILLIAM M. MCGUFFAGE, in his capacity as member; ANDREW K. CARRUTHERS, in his capacity as member; CHARLES W. SCHOLZ, in his capacity as member; IAN K. LINNABARY, in his capacity as member; KATHERINE S. O'BRIEN, in her capacity as member; CASANDRA B. WATSON, in her capacity as member; and COMMITTEE FOR FRANK J. MAUTINO, the respondent before the Illinois State Board of Elections, Appellees.	Petition for Review of the Order of the Illinois State Board of Elections, 16 CD 093 Date of Petition for Review: July 20, 2018 Date of Judgment: July 16, 2018 Supreme Court Rule that confers jurisdiction on the reviewing court: 335

REPLY BRIEF OF APPELLANT DAVID W. COOKE

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ORAL ARGUMENT REQUESTED

Cooke presented undisputed evidence that the Committee violated: (1) 10 ILCS 5/9-8.10(a)(9) of the Election Code by making expenditures for gas and repairs of personal vehicles at Happy's; and (2) 10 ILCS 5/9-8.10(a)(2) of the Election Code by making expenditures in excess of fair market value at Happy's and the Bank. Because the evidence Cooke presented to the Board showed that the Committee violated the Code, the Board committed clear error in failing to issue findings that the Committee violated sections 9-8.10(a)(2) and (a)(9).

I. The Committee's expenditures of $225,000 for gas and repairs for vehicles it did not own or lease from 1999 to 2015 violated the Code.

The Board's final order failing to find that the Committee violated 10 ILCS 5/9-8.10(a)(9) by paying for gas and repairs of personal vehicle was clearly erroneous. The evidence established that the Committee's expenditures at Happy's violated the Code.

Section 9-8.10(a)(9) provides in its entirety:

(a) A political committee shall not make expenditures:

> (9) For the purchase of or installment payment for a motor vehicle unless the political committee can demonstrate that purchase of a motor vehicle is more cost-effective than leasing a motor vehicle as permitted under this item (9). A political committee may lease or purchase and insure, maintain, and repair a motor vehicle if the vehicle will be used primarily for campaign purposes or for the performance of governmental duties. A committee shall not make expenditures for use of the vehicle for non-campaign or non-governmental purposes. Persons using vehicles not purchased or leased by a political committee may be reimbursed for actual mileage for the use of the vehicle for campaign purposes or for the performance of governmental duties. The mileage reimbursements

> shall be made at a rate not to exceed the standard mileage rate method for computation of business expenses under the Internal Revenue Code.

Section 9-8.10(a)(9) is straight-forward and not difficult to understand. It restricts committee expenditures on the use of motor vehicles, but also provides particulars on how a committee may make expenditures for motor vehicles used for campaign or governmental purposes. Section 9-8.10(a)(9) provides several ways that a political committee may make expenditures for the use of motor vehicles:

1. It can lease a vehicle used primarily for campaign purposes or for the performance of governmental duties;
2. It can purchase a vehicle used primarily for campaign purposes or for the performance of governmental duties only if it can prove that doing so is more cost-effective than leasing;
3. It can insure, maintain, and repair a leased or purchased vehicle used primarily for campaign purposes or for the performance of governmental duties; and
4. It can reimburse persons who use a vehicle not leased or owned by the committee for actual mileage used for campaign purposes or for the performance of governmental duties at a rate not to exceed the standard mileage rate of the Internal Revenue Service.

The expenditures at Happy's were improper because they were not consistent with any of the authorized ways to make expenditures for the use

of motor vehicles under Section 9-8.10(a)(9). The Committee admits that it did not own or lease a vehicle and there is no dispute that the Committee had campaign workers use their personal vehicles for campaign or governmental duties. Committee Br. 6-7. Thus, under Section 9-8.10(a)(9), the Committee should have reimbursed those workers for the actual mileage used for campaign or governmental purposes.

The evidence shows that the Committee didn't do that. Supp. E 0100. Rather, testimony from the Committee's treasurer, Ms. Maunu, indicated that the Committee had a charge account at Happy's, Supp. E 0099, which Mautino's family and associates – including his wife, daughter, son, niece, nephew, and secretary, plus Ms. Maunu and her husband and son – used for gasoline for their personal vehicles, Supp. E 0100, 0103-04, 0107-09, and that the Committee also paid for the gas and repairs for Mautino's four personal vehicles, Supp. E 0100.

The Committee asserts that "section 9-8.10(a)(9) does not prohibit expenditures on personal vehicles; it only prohibits 'expenditures for use of the vehicle for non-campaign or non-governmental *purposes*.' 10 ILCS 5/9-8.10(a)(9) (emphasis added)." Committee Br. 41-42. But the Committee takes the language of Section 9-8.10(a)(9) out of context. The sentence the Committee quotes states: "A committee shall not make expenditures for use of *the vehicle* for non-campaign or non-governmental purposes." *Id* (emphasis added). That sentence comes directly after a sentence explaining that a

committee may purchase or lease a vehicle and make expenditures to insure, maintain, and repair the leased or owned vehicle. So "the vehicle" clearly refers to "the vehicle the committee purchased or leased." In context that sentence does not generally allow a committee to make any expenditures on a vehicle as long as the expenditures are for campaign or governmental purposes. That interpretation would contradict the very first sentence of Section 9-8.10(a)(9) which prohibits expenditures to purchase a vehicle unless doing so is more cost-effective than leasing. Thus, the Committee's interpretation cannot be correct.

The Committee asserts that Cooke's position is wrong because "[r]eading section 9-8.10(a)(9) to prohibit committees from paying campaign workers' of their personal vehicles would have a significant chilling effect on a committee's ability to retain volunteers." Committee Br. 45. According to the Committee, under Cooke's interpretation "[f]ewer individuals will be willing to assist in campaigns if they have to pay for their own gas and repairs while doing campaign work." *Id*. But the Committee grossly misstates Cooke's interpretation of Section 9-8.10(a)(9). As the Committee admits, Section 9-8.10(a) allows a committee to reimburse persons who use a vehicle not leased or owned by the committee for actual mileage used for campaign purposes or for the performance of governmental duties at a rate not to exceed the standard mileage rate of the Internal Revenue Service. So, of course, there would be no "chilling effect" on volunteers to a committee since the committee

can reimburse them for the actual mileage driven in their personal vehicles for campaign or governmental purposes.

The Committee claims that Section 9-8.10(a)(9) "does not say that a political committee may only make expenditures on vehicles used for campaign purposes if they are in the form of reimbursements for actual mileage." Committee Br. 45-46. But Section 9-8.10(a) is a provision of law limiting how a committee may spend money. The whole point of this statutory section is to limit campaign committees' expenditures. And the Committee's interpretation of Section 9-8.10(a)(9) renders the last two sentences useless. Under the Committee's interpretation a committee may make expenditures for the use of a personal vehicle however it wants as long as it is for campaign or governmental purposes. There's no point in Section 9-8.10(a)(9) specifying that a committee can reimburse persons using vehicles not purchased or leased by the committee for actual mileage for the use of the vehicle for campaign purposes or for the performance of governmental duties if the law allows a committee to make expenditures for the use of a personal vehicles in any way it wants as long as the use was for campaign or governmental purposes.

And the mileage reimbursement rule makes sense in the broader scheme of campaign regulation because it prevents the conversion of campaign funds for personal benefit. But the Committee's interpretation that a committee may make any expenditure for the use of a personal vehicle as long as it was

used for campaign or governmental purposes makes it impossible to evaluate whether an expenditure was used only for campaign or governmental purposes. If a committee can fill up a gas tank or make repairs on a personal vehicle, as the Committee asserts, there is no way to ensure that those campaign funds are only used for campaign or governmental purposes. Once a personal vehicle's gas tank is filled up, there's no way to mandate and enforce that every gallon of gas the committee paid for that personal vehicle is only used for campaign or governmental purposes. And if a committee spends money to repair a personal vehicle, how could that repair only be used for campaign or governmental purposes? The Committee's interpretation of Section 9-8.10(a)(9) would inevitably lead to campaign funds being used for personal benefit.

Both the Board and the Committee assert that section 9-8.10(c) allowed the Committee to pay for the gas and repairs of personal vehicles that were used for campaign or governmental purposes. Board Br. 23; Committee Br. 44. Section 9-8.10(c) provides: "Nothing in this Section prohibits the expenditure of funds of a political committee controlled by an officeholder or by a candidate to defray the customary and reasonable expenses of an officeholder in connection with the performance of governmental and public service functions." According to the Committee, this section "clearly demonstrate[s] the legislature's intent to allow political committees to spend

money on vehicles used for campaign or governmental purposes." Committee Br. 44. But again, the Committee's interpretation is mistaken.

Section 9-8.10(c) cannot be interpreted to essentially render Section 9-8.10(a) meaningless. Under the Committee's interpretation, subsection (c) allows a committee to pay for the gas and repairs of a personal vehicle used for governmental purposes even though subsection (a)(9) says that it may only reimburse a person for the use of their vehicle for campaign or governmental purposes on a per mile basis. Broad language in a statute cannot read out a more specific prohibition. *People v. Singleton*, 103 Ill. 2d 339, 345 (1984) ("settled principles of statutory construction call for the specific to control over the general" and "statutes should be construed so that language is not rendered meaningless or superfluous"). Under the Board and Committee's interpretation of subsection (c), the first sentence of subsection (a)(9), which prohibits the purchase of a vehicle unless the committee can show that the purchasing the vehicle is more cost-effective than leasing, could be ignored.

There's no reason to interpret subsection (c) as being at odds with subsection (a)(9). By following the requirements of subsection (a)(9) a committee can still "defray the customary and reasonable expenses of an officeholder in connection with the performance of governmental and public service functions." There's nothing stopping the Committee from paying for

reasonable expenses in connection with the performance of governmental and public service functions by following the requirements of subsection (a)(9).

Finally, it's worth noting that subsection (c) is limited only to "customary and reasonable expenses of an officeholder in connection with the performance of governmental and public service functions." The expenditures at issue were those not just of an officeholder for governmental purposes, but of campaign staff used for campaign purposes.

Both the Committee and the Board assert that in order to prevail, Cooke must show that the expenditures at Happy's were for personal vehicle use and not for campaign or governmental purposes. Committee Br. 46; Board Br. 23. First, that is not the correct test. In order to prevail, Cooke must only show that the Committee did not follow the statute, and he has clearly done so by proving that the Committee did not follow one of the authorized methods of using campaign dollars to pay for motor vehicle usage. But even if the Court looks further, it would still find that Cooke has shown the expenditures were for personal vehicle use. Inevitably, by filling up the gas tanks of personal vehicles, some of the committee's expenditures went towards personal use, since there is no way to limit the use of gas in a car to campaign or governmental purposes. Similarly, any repairs of personal vehicles will inevitably be used for personal use, and not only campaign or governmental use.

Both the Board and the Committee, however, assert that Cooke must provide specific evidence that the vehicles were used for personal purposes. But this requirement is not based on the law. By showing that the Committee did not own or lease vehicles and that the Committee did not reimburse persons using their own vehicles for campaign or governmental purposes on mileage basis, Cooke has shown that the Committee violated the law. Requiring specific evidence that the expenditures were for personal use and not campaign or governmental purposes is unnecessary, since by virtue of the fact that the Committee make expenditures to fill up the gas tanks of and repair personal vehicles, it is inevitable that at least some of those expenditures were used for personal purposes. The only reason the Committee and the Board suggest that specific evidence that the expenditures were used for personal purposes is because providing that evidence would be difficult, if not impossible. What evidence would satisfy the Committee and the Board's test? Would Cooke have to show that after each time the Committee filled up the gas tank of a personal vehicle, that the vehicle was used for personal purposes? How could anyone possibly do this? Would Cooke's attorneys have to depose every single person who used a vehicle that the Committee filled up their tank, and ask them to explain exactly how they used their vehicle on every tank of gas that the Committee paid for? There's no legal requirement that the Committee have to keep these records, and expecting any person to remember all of the places he or she

drove their vehicle on a specific tank of gas is ridiculous. The Board and Committee's test would make it impossible for anyone to prove that the Committee made expenditures for the personal use of a vehicle. Cooke's interpretation of Section 9-8.10(a)(9) makes sense from both a practical point of view and an enforcement point of view. The Board and the Committee's interpretation of Section 9-8.10(a)(9) and (c) not only renders most of the language of subsection (a)(9) useless, but also would be impossible to enforce. For the reasons explained above and in Cooke's opening brief, the Board's final order failing to find that the Committee violated 10 ILCS 5/9-8.10(a)(9) by paying for gas and repairs of personal vehicle was clearly erroneous.

II. The Board clearly erred in failing to find that the Committee's expenditures at Happy's and the Bank exceeded the fair market value of any services, goods, or other things of value received in exchange.

The undisputed evidence also showed that the Committee's expenditures to Happy's and the Bank violated the Election Code's prohibition of expenditures that are "[c]learly in excess of the fair market value of the services, materials, facilities, or other things of value received in exchange." 10 ILCS 5/9-8.10(a)(2). The Board's failure to so find was clearly erroneous.

The Election Code's fair-market-value provision has two purposes. First, it ensures that a committee does not underreport its contributions by purchasing goods and services at less than their fair market value, as the difference between the low purchase price and the higher fair-market value is a contribution to the committee. *See State ex rel. Pub. Disclosure Comm'n v.*

Permanent Offense, 136 Wash. App. 277, 290, 150 P.3d 568, 574 (2006) (discussing Revised Code of Wash. 42.17.020(15)(c), which is Washington's cognate fair-market-value provision in its campaign finance statute). Second, the fair-market-value provision ensures a committee does not underreport its expenditures by overpaying for things, such that a vendor is unjustly enriched or a campaign associate illicitly pockets the difference and converts it to personal use. *See Tex. Ethics Comm'n v. Goodman*, No. 2-09-094-CV, 2010 Tex. App. LEXIS 607, at *3 (Tex. App. Jan. 28, 2010) (quoting Tex. Ethics Comm'n Advisory Opinion 319, which requires fair-market-valuation for use of campaign funds in dealing with a candidate's family members to prevent conversion of campaign funds to personal benefit).

It is the second purpose of the fair-market-value provision in the Election Code that is implicated here by the Committee's expenditures at the Happy's and the Bank.

A. The Committee's expenditures for gas and repairs for personal vehicles exceeded the fair market value of any services received in exchange.

As explained above, the Code prohibited the Committee from paying for the gas and repairs of personal vehicles, as it did from 1999 to 2015; it could only reimburse vehicles' owners based on the actual mileage traveled for campaign or government purposes.

The evidence shows that those expenditures clearly were in excess of fair market value of the things of value received in exchange. This illegal method

resulted in two benefits to private parties that they would not have received if the Committee had followed the law. First, the individuals received the benefit of having their entire gas tanks filled without any way to ensure that the gas would only be used only for campaign or government purposes rather than personal purposes. And it is virtually certain that at least some of the gas paid for at Happy's was used for personal purposes because it would be difficult, if not impossible, for the individuals to use a whole tank of gas exclusively for campaign or government purposes even if they wanted to. The Committee, thus, received gas and repairs for vehicles used for campaign and governmental purposes, but inevitably it was paying for gas and repairs also used for personal purposes of these individuals, meaning that the amount it paid exceeded the fair market value of what the Committee received in return – the gas and repairs used only for campaign or governmental purposes.

Second, because the Committee was paying for gas and repairs for personal purposes in addition to campaign and government purposes, the Committee was paying Happy's more than it would have if it had simply reimbursed the owners of the vehicles based on the mileage used for campaign and government purposes. As a result, Happy's received the benefit of guaranteed business from people who otherwise presumably would have patronized a variety of gas stations. Both of these benefits show that the

Committee's expenditures at Happy's exceeded the fair market value of the benefits the Committee received in return.

Cooke's argument is not, as the Committee asserts, "that the Committee spent too much, in total, on gasoline and repairs over 16 years." Committee Br. 15. It is true that Cooke's opening brief notes that the expenditures on gas and repairs seem implausibly large, Opening Br. 25-26, but Cooke never claims that the aggregate amount that the Committee spent on gas and repairs is a basis to find that the Committee made expenditures in excess of fair market value. Rather, the section in Cooke's opening brief addressing whether the Committee's spending at Happy's exceeds market value is based entirely on the argument that the Committee made expenditures that went to personal purposes, which inevitably meant that the value for campaign and governmental purposes that the Committee received in return was less than what it paid. The opening brief does not claim that the Committee's expenditures exceeded fair market value because it spent too much on gas and repairs. Thus, the Committee's extended discussions of aggregate value, of capped total spending, and of the price of gas are irrelevant to the claim Cooke is making.

In response to Cooke's argument that the Committee's expenditures on gas and repairs exceeded fair market value because some of those expenditures inevitably went to personal purposes, the Committee asserts that "section 9-8.10(a)(2) does not regulate the *purpose* of expenditures—it

limits only the *amount* of specific expenditures." Committee Br. 22 (emphasis in original). Section 9-8.10(a)(2) prohibits expenditures "[c]learly in excess of the fair market value of the services, materials, facilities, or other things of value received in exchange." Section 9-8.10(a)(2) regulates both an amount (fair market value) and a purpose ("things of value received in exchange").

Here the Committee's expenditures exceeded the fair market value of the things received in exchange. The Committee made expenditures of money for the purchase of gas and repairs and the use of personal vehicles for campaign or governmental purposes was the thing it received in exchange. But by making expenditures for gas and repairs of personal vehicles that would inevitably be used both for personal purposes and for campaign or governmental purposes, the Committee paid more than fair market value for what it received in exchange. Although the Committee paid for gas and repairs for personal vehicles that were used for both personal and campaign and governmental use, it only received the benefit of the gas and repairs for the use of those vehicles for campaign or governmental use.

Finally, the Court might think of the statute's limitation on mileage reimbursement to a rate not to exceed the standard IRS rate as itself a fair-market-value protection. 10 ILCS 5/9-8.10(a)(9). It prevents a campaign from lining the pockets of candidates, staff, and volunteers by paying too much for mileage by capping reimbursement at the IRS rate. In this instance, the Committee tried to circumvent this limitation with its charge account,

allowing campaign workers to take full tanks of gas regardless what portion of the empty tank was attributable to the campaign. The Court should not excuse their ham-handed work-around from the clear requirements of the statutes.

The Board's final order failing to find that the Committee made expenditures in excess of fair market value at Happy's was clearly erroneous. This Court should reverse the Board and remand this matter to the Board for a determination of the appropriate fine.

B. The Committee's "expenditures" to the Bank clearly exceeded the fair market value of any services received in exchange.

The Board's final order, which failed to find a violation of § 9-8.10(a)(2) for withdrawing funds from the Bank in whole dollar amounts that were purportedly used for campaign expenses to undisclosed third parties, while not returning any of the withdrawn cash, was clearly erroneous.

The Committee made expenditures in excess of fair market value for the services or things received in return when Mautino withdrew cash in whole dollars amounts for purposes such as travel to Chicago, prior to incurring such expenses and then not returning any unused cash because it is implausible that Mautino could have known in advance exactly what his travel expenses would be and that his travel expenses would have been in whole dollar amounts. Thus, the Committee paid for expenses such as travel expenses in an amount that inevitably was more than when it actually cost.

The Committee offers an example of the purpose of the fair market value rule that actually proves that its expenditures at the Bank are exactly the kind of thing that Section 9-8.10(a)(2) is concerned with: "if a political committee reported paying $50 per gallon of gas but actually spent only $3 per gallon, it could conceal other, possibly illegitimate expenditures in the $47-per-gallon difference between those sums. The fair-market-value rule seeks to prevent that type of concealment by prohibiting political committees from making such suspect expenditures." Committee Br. 17. But that's exactly what the Committee did with expenditures at the Bank. It reported paying $300 for "travel expenses to Chicago" but took out cash for those expenses before they incurred and didn't return any excess cash. The Committee clearly concealed where all of that money was going; the exact kind of concealment that the Committee itself admits is the purposes of the fair-market-value rule.

The Board asserts that Cooke cannot conclusively prove that Mautino's travels did not add up to $300, to continue with the example, because his reports do not provide the detail necessary to reach that conclusion, and the Committee has already been slapped on the wrist for incomplete reporting. Board Br. 22-25.

The Court should reject this argument for several reasons. First, Cooke is not responsible for conclusively proving his case, but only showing that the preponderance of the evidence indicates he is correct. *See* Opening Br. 17. It

is theoretically possible that on multiple occasions, Mautino withdrew money from the Bank in multiples of one hundred before incurring any expense and later travelled to using exactly this amount of money for expenses; but it is so implausible that on a preponderance of the evidence standard it would unreasonable for anyone to reach that conclusion. Second, the Court should not allow the Committee to benefit from his incomplete reporting, almost as if a version of the fruit of the poisonous tree doctrine should apply. *See Dongguan Sunrise Furniture Co., Ltd. v. United States*, 904 F. Supp. 2d 1359, 1364 n.6 (Ct. Int'l Trade 2013) (a bad actor should not benefit from failure to report instead of full cooperation). The Committee should especially not be able to benefit where, as here, the consequences for not producing the reports and documentation that would necessarily prove the Committee's conduct are less severe than the consequences that would result if those reports and documents were produced and did in fact prove that the Committee took such illegal actions. Third, just as the Board may draw a negative inference from Mautino's exercise of his Fifth Amendment rights, the Board may also draw a negative inference from the consistent, persistent, insistent refusal to file complete, transparent reports that accurately reflect the final recipient of campaign donors' dollars. *See United States v. Stierhoff*, 549 F.3d 19, 26 (1st Cir. 2008) (courts may draw negative inferences from persistent failure to file required reports).

The Board's final order failing to find that the Committee made expenditures in excess of fair market value related to expenditures reported to the Bank was clearly erroneous. This Court should reverse the Board and remand this matter to the Board for a determination of the appropriate fine.

CONCLUSION

The Court should find that the Board committed clear error in failing to find that the evidence that Cooke presented to the Board established that the Committee's expenditures, and reporting of those expenditures, violated §§ 9-8.10(a)(2) and (a)(9) of the Code and remand this case to the Board for a determination of the appropriate fines.

Dated: May 8, 2019.

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CERTIFICATE OF COMPLIANCE

I certify that this brief conforms to the requirements of Rules 341(a) and (b). The length of this brief, excluding the pages or words contained in the Rule 341(d) cover, the Rule 341(c) certificate of compliance, and the certificate of service is 18 pages.

CERTIFICATE OF SERVICE

I, Jeffrey M. Schwab, an attorney, certify that on May 8, 2019, I caused the foregoing Appellant's Reply Brief to be served via electronic filing service provide FileTime Illinois on all attorneys on the attached service list.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

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