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**STATE OF WASHINGTON  
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,  
  
                                Plaintiff,  
  
      v.  
  
GOOGLE, INC.,  
  
                                Defendant.

NO.  
  
COMPLAINT FOR CIVIL  
PENALTIES AND FOR INJUNCTIVE  
RELIEF FOR VIOLATIONS OF  
RCW 42.17A

**I. NATURE OF ACTION**

The State of Washington (State) brings this action to enforce the state’s campaign finance and disclosure law, RCW 42.17A. Defendant Google, Inc. (Google), a technology company specializing in internet-related services and products, failed to obtain and maintain and then make available for public inspection documents and books of account specifying statutorily required information concerning political advertising sponsored through Google’s online platforms. As a result, the State seeks relief under RCW 42.17A.765, RCW 42.17A.345, and WAC 390-18-050, including civil penalties, costs and fees, and injunctive relief.

**II. PARTIES**

2.1 Plaintiff is the State of Washington. Acting through the Washington State Attorney General, the State enforces the state campaign finance disclosure laws contained in RCW 42.17A.

2.2 Defendant Google is a multinational technology company headquartered in Mountain View, California that specializes in internet-related services and products, including online advertising technologies, search engine, cloud computing, software, and hardware. As

1 the term is used under RCW 42.17A.005(9), Google is a commercial advertiser operating in  
2 the State of Washington. It accepted compensation for the placement of political advertising on  
3 its platform.

### 4 III. JURISDICTION AND VENUE

5 3.1 This Court has subject matter jurisdiction over the present case, in accordance  
6 with RCW 42.17A. The Attorney General has authority to bring this action pursuant to  
7 RCW 42.17A.765.

8 3.2 This Court has jurisdiction over Google, a commercial advertiser conducting  
9 business in the State of Washington. Google offered services and received payment from  
10 persons placing political ads in Washington during each election year since 2013. Additionally,  
11 the acts and omissions complained of here took place in King County.

12 3.3 Venue is proper in this Court pursuant to RCW 4.12.

### 13 IV. FACTUAL ALLEGATIONS

14 4.1 RCW 42.17A declares as a matter of public policy “[t]hat political campaign  
15 and lobbying contributions and expenditures be fully disclosed to the public and that secrecy is  
16 to be avoided.” RCW 42.17A.001(1). The statute further provides that the state’s campaign  
17 finance and disclosure law “shall be liberally construed to promote complete disclosure of all  
18 information respecting the financing of political campaigns . . . .” RCW 42.17A.001.

19 4.2 RCW 42.17A.005(9) defines a “commercial advertiser” as “any person who  
20 sells the service of communicating messages or producing printed material for broadcast or  
21 distribution to the general public or segments of the general public whether through the use of  
22 newspapers, magazines, television and radio stations, billboard companies, direct mail  
23 advertising companies, printing companies, or otherwise.”

24 4.3 RCW 42.17A.005(36) defines “political advertising” to include “any advertising  
25 displays, newspaper ads, billboards, signs, brochures, articles, tabloids, flyers, letters, radio or  
26 television presentations, or other means of mass communication, used for the purpose of

1 appealing, directly or indirectly, for votes or for financial or other support or opposition in any  
2 election campaign.”

3 4.4 RCW 42.17A.005(42)(a) defines “sponsor” for the “purposes of an  
4 electioneering communications, independent expenditures, or political advertising means the  
5 person paying for the electioneering communication, independent expenditure, or political  
6 advertising. If a person acts as an agent for another or is reimbursed by another for the  
7 payment, the original source of the payment is the sponsor.”

8 4.5 RCW 42.17A.005(35) defines “person” as “an individual, partnership, joint  
9 venture, public or private corporation, association, federal, state, or local governmental entity  
10 or agency however constituted, candidate, committee, political committee, political party,  
11 executive committee thereof, or any other organization or group of persons, however  
12 organized.”

13 4.6 RCW 42.17A.345 requires each commercial advertiser who has accepted or  
14 provided political advertising or electioneering communications during an election campaign  
15 to maintain documents and books of account that shall be open to the public for public  
16 inspection during normal business hours during the campaign and for a period of no less than  
17 three years after the date of the applicable election. The law entitles any person, without  
18 reference to or permission from the Public Disclosure Commission, to inspect a commercial  
19 advertiser's political advertising or electioneering communications documents and books of  
20 account. Pursuant to WAC 390-18-050, the documents and books of account shall specify:

21 (a) The name of the candidate or ballot measure supported or opposed or the name of  
22 the candidate otherwise identified;

23 (b) The name and address of the person who sponsored the advertising or  
24 electioneering communication;

25 (c) The total cost of the advertising or electioneering communication, how much of that  
26 amount has been paid, who made the payment, when it was paid, and what method of payment

1 was used;

2 (d) Date(s) the commercial advertiser rendered service; and

3 (e) A description of the major work components or tasks that were required to provide  
4 the advertising or communications services.

5 4.7 Google sells advertising on various segments of its platform including political  
6 advertising. Accordingly, Google is a commercial advertiser as the term is used in  
7 RCW 42.17A.005(9). As such, Google is required to comply with the provisions of  
8 RCW 42.17A.345.

9 4.8 Since January 2008, candidates and political committees required to file  
10 campaign disclosure reports with the Public Disclosure Commission have reported \$1.5 million  
11 in payments to Google related to political advertising which ran on Google platforms. These  
12 payments included approximately \$1.4 million paid through political consultants and other  
13 agents or intermediaries, and \$56,642 paid directly to Google.

14 4.9 As an example, during election year 2017, candidates and political committees  
15 reported making \$360,436 in payments related to political advertising on Google platforms.

16 4.10 Google did not obtain or maintain all information required under  
17 RCW 42.17A.345 of commercial advertisers.

18 4.11 For example, Google did not obtain or maintain the names and addresses of  
19 persons from whom it accepted political advertising.

20 4.12 Additionally, as an example, Google did not maintain the total cost and manner  
21 of payment for services it provided for political advertising.

22 4.13 Google did not make open for public inspection during its normal business  
23 hours during any campaign from 2013 through the present documents and books of account  
24 information on political advertising for which it accepted payment and ran on its platform.

25 4.14 For example, on December 1, 2017, Eli Sanders, Associate Editor of the  
26 biweekly Seattle newspaper *The Stranger*, hand-delivered a letter to Google at its Seattle

1 office, seeking information concerning all political advertising Google accepted for the  
2 August 1, 2017 primary election and November 7, 2017 general election in the City of Seattle.  
3 Mr. Sanders' request cited a Seattle municipal law requiring commercial advertisers to produce  
4 information that is also required to be produced under RCW 42.17A.345. During his December  
5 1, 2017 visit, Mr. Sanders was told that Google's political advertising data was not available  
6 for public inspection.

7 4.15 Mr. Sanders sent an email on December 1, 2017 to Google's email address for  
8 press inquiries notifying Google that his December 1, 2017 request had not been fulfilled.

9 4.16 Google did not provide or make available to Mr. Sanders the information he  
10 requested in his December 1, 2017 letter concerning political advertising in Seattle municipal  
11 elections for which Google had accepted payment and had run on its platform.

12 4.17 On May 15, 2018, Google stated that it considers an "advertiser"—within the  
13 terms of its operations—to be the person bought an advertisement to be run on Google's online  
14 platform. Concerning the actual sponsor of the ad, Google states that that "it may be possible to  
15 draw additional conclusions from the ads themselves."

16 4.18 On April 8, 2018, Conner Edwards contacted Google via email and requested an  
17 appointment on April 12, 2018 to inspect Google's documents and books of account related to  
18 political advertising. Mr. Edwards cited RCW 42.17A.345 as the basis of his request.  
19 Mr. Edwards' request was not limited to a particular election or jurisdiction. Google  
20 acknowledged Mr. Edwards' request in an email sent on April 12, 2018, but did not promise  
21 that his request for an inspection on that day would be honored.

22 4.19 On April 11, 2018, the Attorney General received a citizen action notice from  
23 Mr. Edwards concerning Google's failure to provide public access to the information required  
24 under RCW 42.17A.345.

25 4.20 On April 12, 2018, Mr. Edwards visited Google's Seattle office. Google did not  
26 provide Mr. Edwards with access to any documents and books of account concerning political

1 advertising which ran on Google's online platforms.

2 4.21 In reports filed with the Public Disclosure Commission, candidates and political  
3 committees reported payments to Google for political advertising supporting or opposing  
4 selected state and local candidates.

5 4.22 During the 2013 election, sponsors of political advertising confirmed a total of  
6 \$47,431 in payments to Google for political advertising.

7 4.23 During the 2014 election, sponsors of political advertising confirmed a total of  
8 \$72,803 in payments to Google for political advertising.

9 4.24 During the 2015 election, sponsors of political advertising confirmed a total of  
10 \$56,639 in payments to Google for political advertising.

11 4.25 During the 2016 election, sponsors of political advertising confirmed a total of  
12 \$310,175 in payments to Google for political advertising.

13 4.26 During the 2017 election, sponsors of political advertising confirmed a total of  
14 \$295,473 in payments to Google for political advertising.

15 4.27 To date, during the 2018 election, sponsors of political advertising confirmed a  
16 total of \$709.42 in payments to Google for political advertising.

## 17 V. CLAIMS

18 Plaintiff re-alleges and incorporates by reference all the factual allegations contained in  
19 the preceding paragraphs, and based on those allegations, makes the following claims:

20 5.1 First Claim: The State reasserts the factual allegations made above and further  
21 asserts that Defendant Google Inc., in violation of RCW 42.17A.345, failed to maintain  
22 documents and books of account specifying required information for political advertising  
23 sponsored in Washington state elections from 2013 through 2018. The State further alleges that  
24 Google failed to make such documents and books of account open for public inspection during  
25 normal business hours for a period of three years following the applicable election.

26 5.2 Second Claim: The State reasserts the factual allegations made above and

1 further asserts that the actions of Defendant Google Inc. stated in the above claims were  
2 negligent and/or intentional.

3 **VI. REQUEST FOR RELIEF**

4 WHEREFORE, the State requests the following relief as provided by law:

5 6.1 For such remedies as the court may deem appropriate under RCW 42.17A.750,  
6 including but not limited to imposition of a civil penalty, all to be determined at trial;

7 6.2 For all costs of investigation and trial, including reasonable attorneys' fees, as  
8 authorized by RCW 42.17A.765(5);


9 6.3 For temporary and permanent injunctive relief, as authorized by  
10 RCW 42.17A.750(1)(h);

11 6.4 In the event the Court finds Google intentionally violated state campaign  
12 finance disclosure laws, order any penalty assessed against Google to be trebled as authorized  
13 by RCW 42.17A.765(5); and

14 6.5 For such other legal and equitable relief as this Court deems appropriate.

15 DATED this 4th day of June, 2018.

16 ROBERT W. FERGUSON  
17 Attorney General

18   
19 LINDA A. DALTON, WSBA No. 15467  
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