

Complaint Description

Andrew Saturn (Wed, 10 Apr 2019 at 2:32 PM)

According to a filing with the US Justice Dept. on April 3rd, 2019, Sen. Ericksen's company, PacRim Bridges LLC, has filed as a "foreign agent" to perform lobbying on behalf of the Kingdom of Cambodia. Contained in the filing is a business agreement worth \$500,000.00 per year "to support legislation that is positive for Cambodia." Sen. Ericksen and Former Rep. Jay Rodne are listed as the only employees of PacRim Bridges, LLC, which was founded in 2017. Neither Sen. Ericksen, his partner Former Rep. Jay Rodne, nor their company PacRim Bridges LLC are registered as a lobbyists and/or lobbying firms in Washington State as of the date of this complaint. In August, 2018, Sen. Ericksen visited Cambodia to "observe" their elections, which were widely seen as a "sham" and "anything but free and fair."

What impact does the alleged violation(s) have on the public?**List of attached evidence or contact information where evidence may be found.**

US Dept of Justice Foreign Agent Filing
WA State Secretary of State Business Filing
White House Statement on Cambodian Elections <https://www.whitehouse.gov/briefings-statements/statement-press-secretary-cambodias-flawed-parliamentary-elections/>

List of potential witnesses with contact information to reach them.

Doug Ericksen, 7028 DAHLBERG RD, FERNDALE, WA, 98248-9744, UNITED STATES
Jay Rodne, 34815 SE KINSEY ST, APT. F101, SNOQUALMIE, WA, 98065-5204, UNITED STATES
Sen. Doug Ericksen can also likely be reached via his State Senate offices when he isn't lobbying for Cambodia

Complaint Certification:

I certify (or declare) under penalty of perjury under the laws of the State of Washington that information provided with this complaint is true and correct to the best of my knowledge and belief.

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant PacRim Bridges LLC 7028 Dahlberg Rd., Ferndale, WA 98248-9744		2. Registration No. 6655
3. Name of Foreign Principal Kingdom of Cambodia	4. Principal Address of Foreign Principal No 3, Samdech HUN Sen Street, Sangkat Tonle Bassac, Khan Chamkamon Phnom Penh, Kingdom of Cambodia	
5. Indicate whether your foreign principal is one of the following:		
☒ Government of a foreign country ¹ ☐ Foreign political party ☐ Foreign or domestic organization: If either, check one of the following: ☐ Partnership ☐ Committee ☐ Corporation ☐ Voluntary group ☐ Association ☐ Other (specify) _____ ☐ Individual-State nationality _____		
6. If the foreign principal is a foreign government, state:		
a) Branch or agency represented by the registrant Foreign Ministry		
b) Name and title of official with whom registrant deals H.E. Ouch Borith, Deputy Secretary of State		
7. If the foreign principal is a foreign political party, state:		
a) Principal address N/A		
b) Name and title of official with whom registrant deals N/A		
c) Principal aim N/A		

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A	Name and Title	Signature	
April 03, 2019	Jay R. Rodne, General Counsel	/s/ Jay Robert Rodne	eSigned

OMB No: 1124-0004; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement
Pursuant to the Foreign Agents Registration Act of
1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant PacRim Bridges LLC	2. Registration No. 6655
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3. Name of Foreign Principal

Kingdom of Cambodia

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

PacRim Bridges will provide consulting and advisory services to the Kingdom of Cambodia by working with US Officials and political entities to promote improved relations between the USA and the Kingdom of Cambodia. As part of the services provided, PacRim Bridges will arrange for cultural exchanges and visits by Cambodian delegations to the USA and visits of US officials to the Kingdom of Cambodia.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Meeting with US Officials, electeds at both the federal and state levels, and administrative officials to promote improved relations between the USA and the Kingdom of Cambodia. Arranging for visits by Cambodian officials to the US and visits by US officials to Cambodia to promote cultural exchanges and improved relations. Arranging meetings with US business leaders and Cambodia officials to promote trade and investment.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Meeting with US Officials, electeds at both the federal and state levels, and administrative officials to promote improved relations between the USA and the Kingdom of Cambodia and legislation that promotes improved relations. Arranging for visits by Cambodian officials to the US and visits by US officials to Cambodia to promote cultural exchanges and improved relations.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
April 03, 2019	Jay R. Rodne, General Counsel	/s/ Jay Robert Rodne eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

CONSULTING SERVICES AGREEMENT

This Consulting Agreement (the "Agreement") is made and entered into as of this 25th day of March, 2019 (the "Effective Date") by and between Kingdom of Cambodia, (hereinafter "Client") and PacRim Bridges, LLC (hereinafter "Consultant").

RECITALS

WHEREAS, Client desires to obtain the and consulting services ("Consulting Services") of Consultant as specified herein; and

WHEREAS, Consultant, who has the requisite skills and experience, desires to provide the Consulting Services and other related activities to Client as directed by Client pursuant to the terms and conditions set forth in this Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

1. Consulting Services. Consultant shall provide Consulting and Advisory Services ("Services") to Client in accordance with this Agreement. Consultant represents and warrants that the provision of Consulting Services under this Agreement shall be conducted in a skillful and professional manner. Consultant represents that its personnel assigned to provide Consulting Services under this Agreement have the requisite knowledge, skills, training, experience and education to competently and professionally perform the Consulting Services to Client's satisfaction. Consultant shall comply with all federal, state and local laws in performing its duties under this Agreement. The Consultant will work to support legislation that is positive for Cambodia.

2. Compensation.

2.1. Annual Compensation. Client agrees to pay Consultant the amount of Five Hundred Thousand Dollars (\$500,000.00) per year for the provision of all Services under this Agreement. The compensation set forth herein includes all expenses incurred by Consultant in the performance of Services under this Agreement.

2.2. Method of Billing. Client shall pay Consultant in twelve (12) equal monthly payments in the amount of Forty-One Thousand Six Hundred and Sixty Dollars (\$41,660.00). Following each month, Consultant shall submit a monthly statement to Client for the compensation due, describing the nature of Consulting Services performed during the applicable month. The original and one copy of the monthly statement shall be submitted to Client within fifteen (15) days following the end of the month for which compensation is sought.

2.3. Remittance. Client shall remit payment for the Services within

thirty (30) days of receipt of Consultant's monthly statement. All amounts paid by Client to Consultant shall be made to Consultant in U.S. Dollars in immediately available funds and shall be made by electronic funds transfer. The account details are as follows:

Name of Banking Institution: [REDACTED]

Address of Banking Institution: [REDACTED]

Routing Number: [REDACTED]

Account Number: [REDACTED]

3. Independent Contractor. Nothing herein shall be construed to create an employer/employee relationship between Client and Consultant. Consultant is an independent contractor and not an employee of Client or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the Consulting Services rendered hereunder. It is understood that Client will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold himself out as an employee of Client.

4. Confidentiality. Consultant acknowledges that during the course of, and as the result of Consultant's relationship with Client, Consultant may have access to, acquire, and be required to utilize certain confidential data and information. Consultant hereby covenants and agrees that Consultant will not, without the written consent of Client, directly or indirectly divulge, communicate, or disclose to any person, firm, governmental body or agency, or organization any confidential data or information.

5. Termination. Either party may terminate this Agreement upon sixty (60) days prior written notice.

6. Notices. Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first-class mail of the United States properly addressed to the appropriate party at the address set forth below:

Notices to Consultant:

PacRim Bridges, LLC
Attn: Doug Erickson
7028 Dahlberg Road
Ferndale, WA 98248

Notices to the Client:

7. Miscellaneous

7.1. **Entire Agreement and Amendments.** This Agreement constitutes the entire agreement of the parties with regard to the subject matter hereof, and replaces and supersedes all other agreements or understandings, whether written or oral. No amendment or extension of the Agreement shall be binding unless in writing and signed by both parties.

7.2. **Binding Effect, Assignment.** This Agreement shall be binding upon and shall inure to the benefit of Consultant and Client and to Client's successors and assigns. Nothing in this Agreement shall be construed to permit the assignment by Consultant of any of its rights or obligations hereunder, and such assignment is expressly prohibited without the prior written consent of Client.

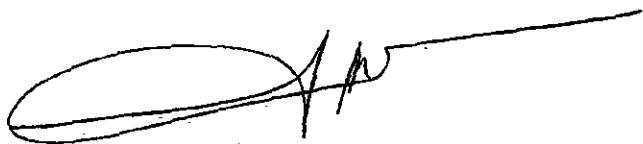
7.3. **Governing Law, Severability.** This Agreement shall be governed by the laws of the Kingdom of Cambodia. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

7.4. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.

7.5. **Nonexclusive Agreement.** This Agreement is intended to be nonexclusive, and Client may use any consultant for the same or similar services and Consultant may perform the same or similar services for other clients where there is no conflict of interest with respect to Client.

The Parties have executed this Agreement as of the effective date and agree to the terms as written:

For the Kingdom of Cambodia:



OUCH BORITH

For the Bridges, LLC:



DOUG ERICKSON

BUSINESS INFORMATION

Business Name:

PAC RIM BRIDGES, LLC

UBI Number:

604 192 364

Business Type:

WA LIMITED LIABILITY COMPANY

Business Status:

ACTIVE

Principal Office Street Address:

7028 DAHLBERG RD, FERNDALE, WA, 98248-9744, UNITED STATES

Principal Office Mailing Address:

7028 DAHLBERG RD, FERNDALE, WA, 98248-9744, UNITED STATES

Expiration Date:

11/30/2019

Jurisdiction:

UNITED STATES, WASHINGTON

Formation/ Registration Date:

11/28/2017

Period of Duration:

PERPETUAL

Inactive Date:

Nature of Business:

ANY LAWFUL PURPOSE

REGISTERED AGENT INFORMATION

Registered Agent Name:

JAY RODNE

Street Address:

34815 SE KINSEY ST, APT. F101, SNOQUALMIE, WA, 98065-5204, UNITED STATES

Mailing Address:

34815 SE KINSEY ST, APT. F101, SNOQUALMIE, WA, 98065-5204, UNITED STATES

GOVERNORS

Title	Governors Type	Entity Name	First Name	Last Name
GOVERNOR	INDIVIDUAL	PACRIM BRIDGES	JAY	RODNE
GOVERNOR	INDIVIDUAL	PACRIM BRIDGES	JAY	RODNE
GOVERNOR	INDIVIDUAL	PACRIM BRIDGES	JAY	RODNE
GOVERNOR	INDIVIDUAL	PACRIM BRIDGES	DOUG	ERICKSEN