



**NOTICE OF PUBLIC MEETING
AND POSSIBLE EXECUTIVE SESSION OF THE
STATE OF ARIZONA
CITIZENS CLEAN ELECTIONS COMMISSION**

Virtual Meeting: Citizens Clean Elections Commission

Zoom Meeting: <https://us02web.zoom.us/j/87997316858>

Meeting ID: 879 9731 6858

One tap mobile: +1-669-900-6833,,87997316858#

Commission Address: 1110 W. Washington, Suite 250, Phoenix,
Arizona 85007

Date: Friday, August 14, 2026

Time: 10:30 a. m.

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the Commissioners of the Citizens Clean Elections Commission and the general public that the Citizens Clean Elections Commission will hold a regular meeting, which is open to the public on August 14, 2026. **This meeting will be held at 10:30 a.m. This meeting will be held virtually. The Zoom meeting room will be open by 10:15 a.m. at the latest.** Instructions on how the public may participate in this meeting are below. For additional information, please call (602) 364-3477 or contact Commission staff at ccec@azcleelections.gov.

The meeting may be available for live streaming online at <https://www.youtube.com/c/AZCCEC>. You can also visit <https://www.azcleelections.gov/clean-elections-commission-meetings>. Members of the Citizens Clean Elections Commission may attend in person, by telephone, video, or internet conferencing.

Join Zoom Meeting

<https://us02web.zoom.us/j/87997316858>

Meeting ID: 879 9731 6858

One tap mobile

+1-669-900-6833,,87997316858# US

Please note that members of the public that choose to use the Zoom video link must keep their microphone muted for the duration of the meeting. If a member of the public wishes to speak, they may use the Zoom raise hand feature and once called on, unmute themselves on Zoom once the meeting is open for public comment.

Members of the public may participate via Zoom by computer, tablet or telephone. A dial-in option is also available but you will not be able to use the Zoom raise hand feature, so the meeting administrator will assist phone attendees. Please keep yourself muted unless you are prompted to speak.

The Commission may allow time for public comment on any item on the agenda. Commission members may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing Commission staff to study the matter, responding to any criticism, or scheduling the matter for further consideration and decision at a later date.

The Commission may vote to go into executive session, which will not be open to the public, for the purpose of obtaining legal advice on any item listed on the agenda, pursuant to A.R.S. § 38-431.03 (A)(3). The Commission reserves the right at its discretion to address the agenda matters in an order different than outlined below.

Any person with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Commission at (602) 364-3477. Requests should be made as early as possible to allow time to arrange accommodations.

The agenda for the meeting is as follows:

- I. Call to Order.
- II. Review, Consideration, Discussion, Analysis and Possible Action on release of clean funding to Dr. Ralph Heap pursuant to A.A.C. R2-20-106(A) and A.A.C. R2-20-106(G) and August 7 request to withdraw as a participating candidate under the Arizona Citizens Clean Elections Act.

The Commission may vote to go into Executive Session, which will not be open to the public, for discussion or consultation for legal advice with the attorney or attorneys of the public body. A.R.S. § 38-431.03(A)(3).
- III. Review, Consideration, Discussion, Analysis and Possible Action on reason to believe in MUR 26-06 -- Dr. Ralph Heap complaint concerning transactions for political signs, including campaign finance limits and reporting requirements.

The Commission may vote to go into Executive Session, which will not be open to the public, for discussion or consultation for legal advice with the attorney or attorneys of the public body. A.R.S. § 38-431.03(A)(3).

IV. Public Comment.

This is the time for consideration of comments and suggestions from the public. Action taken as a result of public comment will be limited to directing staff to study the matter or rescheduling the matter for further consideration and decision at a later date or responding to criticism.

V. Adjournment.

This agenda is subject to change up to 24 hours prior to the meeting. A copy of the agenda background material provided to the Commission (with the exception of material relating to possible executive sessions) is available for public inspection at the Commission's office, 1110 W Washington St, #250, Phoenix, AZ 85007.

Dated this 12th day of August, 2026
Citizens Clean Elections Commission
Thomas M. Collins, Executive Director

Timothy A. La Sota, PLC
2198 E. Camelback Rd., Suite 305
Phoenix, Arizona 85016
P 602-515-2649
tim@timlasota.com

August 7, 2026

Via hand delivery to:

Mr. Thomas Collins
Executive Director
Arizona Citizens Clean Elections Commission
1110 W. Washington Street, Suite 250
Phoenix, Arizona 85007

Re: MUR-26-06

Dear Mr. Collins:

As you know, this firm represents Dr. Ralph Heap in connection with MUR-26-06. In my previous communication, I indicated that I was still investigating the allegations raised in the complaint filed by Ms. Lisa Everett. This letter sets forth our response. In short, the complaint is without legal merit and should be dismissed.

I. Summary of the Complaint

Ms. Everett's complaint alleges that Dr. Heap's campaign placed a number of political signs in advance of the July 21, 2026 primary election but that his campaign finance reports did not reflect an expenditure for those signs. It is true that campaign signs were placed supporting Dr. Heap's candidacy for Corporation Commission and that his campaign finance reports do not yet reflect an expenditure for those signs. But there is no violation of law. As set forth below, the signs were provided to the campaign by Mesa Sign Shop as a lawful extension of credit in the ordinary course of that company's business. Under Arizona law, this extension of credit is neither a contribution to Dr. Heap's campaign nor an expenditure by his campaign until such time as payment is made.

ITEM II

II. The Applicable Statutory Framework

Arizona law expressly exempts extensions of credit from the definitions of both “contribution” and “expenditure.” A.R.S. § 16-911(B)(6)(d) provides that the following is not a “contribution” under Title 16:

The value of any of the following to a committee . . . (d) An extension of credit for goods and services on a committee’s behalf by a creditor if the terms are substantially similar to extensions of credit to nonpolitical debtors that are of similar risk and size of obligation. The creditor must make a commercially reasonable attempt to collect the debt, except that if an extension of credit remains unsatisfied by the committee after six months the committee is deemed to have received a contribution but the creditor is not deemed to have made a contribution.

The sister provision, A.R.S. § 16-921(B)(4)(d), provides an identical exemption from the definition of “expenditure”:

The value of any of the following to a committee . . . (d) An extension of credit for goods and services on a committee’s behalf by a creditor if the terms are substantially similar to extensions of credit to nonpolitical debtors that are of similar risk and size of obligation. The creditor must make a commercially reasonable attempt to collect the debt, except that if an extension of credit remains unsatisfied by the committee after six months the committee is deemed to have received a contribution but the creditor is not deemed to have made a contribution.

These provisions establish that a legitimate commercial extension of credit does not constitute a contribution or expenditure unless and until it remains unsatisfied after six months.

III. Application to Dr. Heap’s Campaign Signs

The attached affidavit of Jim Torgeson, the principal and owner of Mesa Sign Shop, establishes that every element of the statutory exemption is satisfied here.

A. The Credit Was Extended in the Ordinary Course of Business

Mr. Torgeson has owned and operated Mesa Sign Shop for many years. The shop prints a large volume of signs for a wide variety of clients, including political candidates from both major parties, government agencies, businesses, churches, schools, and other non-political entities. Mr. Torgeson's standard business practice—for both political and non-political clients he considers creditworthy—is to print signs, make them available for pickup, and invoice the client after completion. This is the same practice he follows for the majority of his established clients, regardless of whether the order is political in nature. Mesa Sign Shop's extension of credit to Dr. Heap's campaign was entirely consistent with its ordinary course of business.

B. The Terms Are Substantially Similar to Those Extended to Nonpolitical Debtors of Similar Risk and Size and the Signs Were Provided at Full Fair Market Value

Mr. Torgeson attests that he extends the same credit terms to Dr. Heap as he extends to other clients of comparable creditworthiness and order size—political and non-political alike. He currently has a large, non-political institutional client that has not paid for signs delivered over four months ago. He has numerous other clients, both political and non-political, with invoices outstanding for two to four months. Mr. Torgeson applies the same creditworthiness assessment to all clients. There is nothing preferential or unusual about the credit extended to Dr. Heap's campaign.

Mr. Torgeson confirms that Dr. Heap has received no special treatment on terms of payment or pricing. Others similarly situated were afforded the same things.

C. Collection Efforts Are Not Yet Required

Mr. Torgeson states that Dr. Heap's invoice remains within the normal payment window that he extends to clients of similar creditworthiness and order size. He does not consider payment overdue, and he has not commenced collection efforts because the account is not delinquent under his standard business terms. The statute requires only that the creditor make a "commercially reasonable attempt to collect the debt"—it does not require that collection efforts begin before the debt is even due. The six-month statutory period has not elapsed, and Dr. Heap remains in good standing under Mesa Sign Shop's standard terms.

D. No Coordination Occurred Beyond an Arm's-Length Commercial Transaction

Mr. Torgeson further attests that at no time did Dr. Heap, his campaign committee, or any agent of his campaign direct, coordinate, or consult with him regarding the content, design, placement, or distribution of the signs. Mr. Torgeson's sole involvement was as a commercial vendor providing printing services in the ordinary course of his business. The campaign placed an order, the order was fulfilled, and the invoice will be paid in the normal course, just as other persons and entities who utilize Mesa Sign Shop are allowed to do—nothing more.

IV. The Commission's Administrative Rules Cannot Override the Statute

The Commission may contend that its administrative rules require candidates to report expenditures as of the date a “promise” is made to pay for an item. See Arizona Administrative Code R2-20-110(A)(3), (B)(1). To the extent these rules conflict with the statute, they are without legal effect. An agency regulation “is of no effect to the extent that it conflicts with the proper interpretation of a statute.” *Pima Cmty. Coll. v. Ariz. Dep't of Econ. Sec.*, 148 Ariz. 302, 304, 714 P.2d 472, 474 (App. 1986); see also *Dioguardi v. Superior Court*, 184 Ariz. 414, 417, 909 P.2d 481, 484 (App. 1995) (an appellate court will strike down an agency rule that “would defeat the legislative purpose”); *Leach v. Hobbs*, 250 Ariz. 572, 576 (2021) (a regulation that contravenes a statute's purpose does not have the force of law); A.R.S. § 41-1030(A) (a rule is “invalid unless it is consistent with statute [and] reasonably necessary to carry out the purpose of the statute”).

The statutory provisions at issue—now codified at A.R.S. §§ 16-911(B)(6)(d) and 16-921(B)(4)(d)—preceded the enactment of the Arizona Citizens Clean Elections Act. Arizona law has long recognized that ordinary commercial extensions of credit do not constitute contributions or expenditures. See A.R.S. § 16-901(5)(b)(xii) (1998). Had the drafters of the Clean Elections Act intended to abrogate this longstanding principle, they could have done so expressly. They did not. Cf. *State v. Bonillas*, 197 Ariz. 96, 97 ¶ 5 (App. 1999) (courts “presume that the legislature is aware of the existing case law and that, if it revises a statute and retains the language on which we have based our decisions, the legislature agrees with our interpretation of the statute”).

Moreover, the Commission's recent efforts to expand its regulatory authority beyond what the statutes authorize have been rejected by the courts. See *The Power of Fives v. Arizona Clean Elections Commission*, Maricopa County Superior Court Case No. CV2021-015826 (May 11, 2026) (holding that the Commission's attempt to expand its

regulatory reach by broadening a definition through administrative rulemaking was “ineffective”).

V. The Extension-of-Credit Exemption Is Not Surplusage

If a standard commercial extension of credit were treated as either a loan or an in-kind contribution, the specific statutory provisions at A.R.S. §§ 16-911(B)(6)(d) and 16-921(B)(4)(d) would be rendered mere surplusage. The Legislature clearly did not intend for an ordinary extension of credit to be treated as a “loan” within the meaning of A.R.S. § 16-901(11)(d).¹ The extension-of-credit provisions are distinct and highly specific: the transaction is not a gift, not a loan, and not a contribution or expenditure until either (1) it is paid, at which point it becomes a reportable expenditure, or (2) six months elapse without payment, at which point it is deemed a contribution by operation of law. Neither condition has been met here.

The policy rationale for this provision is sound. If every extension of credit were treated as an in-kind contribution, then every candidate who receives goods or services from a commercial vendor without prepaying—a routine and unavoidable aspect of campaign operations—would potentially violate contribution limits or, in the case of corporate vendors, the constitutional prohibition on corporate contributions. See Ariz. Const., Art. XIV, § 18; A.R.S. § 16-1022(A). The Legislature enacted §§ 16-911(B)(6)(d) and 16-921(B)(4)(d) precisely to avoid this untenable result, subject to the safeguards of the six-month limitation, the commercially reasonable collection requirement, and the substantially-similar-terms condition.

VI. Dr. Heap’s Reports Are Accurate

Because the extension of credit to Dr. Heap’s campaign satisfies every element of §§ 16-911(B)(6)(d) and 16-921(B)(4)(d), the signs do not constitute a contribution to or expenditure by the campaign at this time. Dr. Heap’s campaign finance reports are not inaccurate. The signs will be reflected as an expenditure when payment is made—which is precisely how the statute contemplates such transactions should be reported.

To the extent the Commission’s administrative rules create a preferred form of reporting for extensions of credit that have not yet been paid, Dr. Heap is willing to amend his filings to reflect the outstanding obligation. However, such an amendment would be a matter of form, not substance, and does not render his current reports inaccurate or create any basis for a finding of violation.

¹ A.R.S. § 16-901(11) defines “Contribution” to include “(d) A loan that is made to a committee for the purpose of influencing an election, to the extent the loan remains outstanding.”

Mr. Collins
August 7, 2026
Page -6-

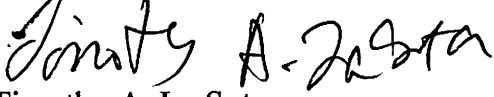
VII. Conclusion

For the foregoing reasons, the complaint filed by Ms. Everett is without merit. The extension of credit from Mesa Sign Shop to Dr. Heap's campaign satisfies every statutory requirement: it was made in the ordinary course of business, on terms substantially similar to those extended to nonpolitical debtors of similar risk and size of obligation, at full fair market value, and without any coordination beyond an arm's-length commercial transaction. No contribution or expenditure has occurred under Arizona law.

We respectfully request that the Commission dismiss this complaint and release Dr. Heap's qualified Clean Elections funding, for which he has already been certified as eligible.

Very truly yours,

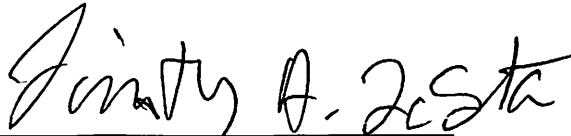
TIMOTHY A. LA SOTA, PLC


Timothy A. La Sota

Mr. Collins
August 7, 2026
Page -7-

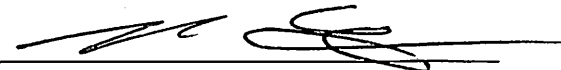
**I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING
IS TRUE AND CORRECT BASED ON MY KNOWLEDGE, INFORMATION
AND BELIEF.**

Executed this 7th day of August, 2026.


TIMOTHY LA SOTA

STATE OF ARIZONA)
) ss.:
COUNTY OF MARICOPA)

I hereby certify that Timothy La Sota personally appeared before me and signed the above document. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of August, 2026.

Notary Public: 

Commission Expires: 05/28/2028



Under penalty of perjury as provided herein, JIM TORGESON declares as follows:

1. I am the principal and owner of Mesa Sign Shop, a sign printing company in Mesa, Arizona. I have been in business for twenty five years and am personally familiar with all aspects of the business, including pricing, invoicing, and credit practices.

2. Mesa Sign Shop prints a large volume of signs for a wide variety of clients, including political candidates from both major parties, government agencies, businesses, churches, schools, and other non-political persons and entities. As the Mesa Sign Shop is a business, I do not favor one party over the other. I believe Mesa Sign Shop is the preeminent printing company in this state for political signs, but political orders represent only a portion of our total business.

3. In late April of 2026, I received an order for signs to be printed for Dr. Heap's candidacy for Corporation Commission. The order was for 4-foot by 4-foot coroplast signs. This sign request was completed and the signs were made available for pickup in late May of 2026. The total invoiced amount for this order was consistent with our standard pricing for signs of this type and quantity. I invoiced Dr. Heap's campaign the same per-unit price that I charge other customers, political and non-political, for comparable sign orders.

4. I did not require a signed contract prior to printing these signs, and do not have a signed contract with Dr. Heap or his campaign committee to this day. My standard business practice—for both political and non-political clients whom I believe can be relied upon for payment—is to print the signs, deliver or make them available for pickup, and invoice the person or entity sometime after completion. This is the same practice I follow for the majority of my established or creditworthy clients, regardless of whether the order is political in nature.

5. I have prepared an invoice for these signs, but it has not yet been sent to Dr. Heap and Dr. Heap has not yet remitted payment. The invoice remains within the normal payment window that I extend to clients of similar creditworthiness and order size. I do not consider Dr. Heap's invoice overdue nor at risk, and I have not commenced any collection efforts because the account is not delinquent under my standard business terms.

6. An unpaid invoice for signs printed two or three months ago is not unusual in my business. By way of specific example: I currently have a large, non-political institutional client that has not paid me for signs delivered over four months ago. I have printed signs for candidates from both parties—as well as for non-political businesses and organizations—where the invoice remains outstanding after two to four months. This is a routine part of my accounts receivable cycle and does not concern me. I made the same business decision with respect to Dr. Heap's order that I make routinely with clients I consider creditworthy: to print the signs, release them, and collect payment subsequently.

7. None of the signs that I describe in this affidavit, including Dr. Heap's, are by any means "gifts" from Mesa Sign Shop to any candidate or other entity, political or nonpolitical. The signs were printed at a price consistent with my standard rates. I fully expect to be paid for them, and it is extremely rare that any client ultimately fails to pay; and never has any political candidate not paid their invoice. Nor has Dr. Heap received any special pricing—he has been treated as others who are in a similar situation as he is have been treated.

8. I have known Dr. Heap for a number of years. Based on my experience with him, I view him as honorable and trustworthy. These are factors I consider when evaluating any client's creditworthiness—political or otherwise—and deciding whether to extend credit without requiring prepayment. I apply the same creditworthiness assessment to all of my clients. Even for clients I have less personal familiarity with, I generally do not require prepayment if I have reason to believe they are reliable. I extend credit to Dr. Heap on the same basis and under the same terms as I extend credit to other clients of comparable creditworthiness and order size.

9. I am also aware that Dr. Heap is a licensed physician and orthopedic surgeon. His professional standing and financial capacity are additional factors that, in my commercial judgment, make him a low credit risk—similar to other professionals and established business clients to whom I routinely extend credit without requiring prepayment.

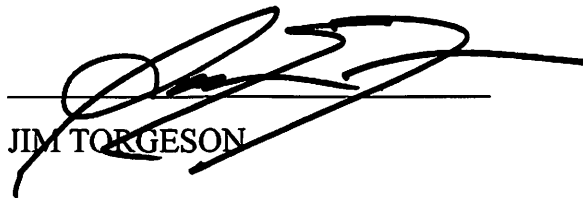
10. Overall, I view Dr. Heap as presenting no risk of nonpayment for the signs that Mesa Sign Shop printed. This assessment is consistent with the credit risk evaluations I perform for other clients of similar financial standing and is not based on any political affiliation or preference.

11. At no time did Dr. Heap, his campaign committee, or any agent of his campaign direct, coordinate, or consult with me regarding the content, design, placement, or distribution of the signs. I printed the signs based on the order I received and made them available for pickup. My only involvement was as a commercial vendor providing printing services in the ordinary course of my business.

12. Further affiant sayeth naught.

**I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING
IS TRUE AND CORRECT BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF.**

Executed this 7th day of August, 2026.



A handwritten signature in black ink, appearing to read "JIM TORGESON", is written over a horizontal line. The signature is stylized with large, sweeping loops and a long horizontal stroke extending to the right.

JIM TORGESON



Thomas Collins <thomas.collins@azcleelections.gov>

Heap affidavit

1 message

tim timlasota.com <tim@timlasota.com>

Thu, Aug 13, 2026 at 9:42 AM

To: Thomas Collins <Thomas.Collins@azcleelections.gov>

Cc: "Morgan, Craig" <cmorgan@taftlaw.com>

Please see attached. Please remit the funds.*Timothy La Sota*

Principal

**Timothy A. La Sota PLC**

2198 E. Camelback Rd., Ste 305

Phoenix, AZ 85016

(o) (480) 207-1881

(m) (602) 515-2649

tim@timlasota.com

-

This transmission may be protected by the attorney-client privilege or the attorney work product doctrine. If you are not the intended recipient, please delete all copies of the transmission and advise the sender immediately

**Heap affidavit.pdf**

2317K

ITEM II - HEAP AFFIDAVIT

Katie Hobbs
Governor

Thomas M. Collins
Executive Director



Mark S. Kimble
Chair

Steve M. Titla
Galen D. Paton
Christina Werther
Sam Crump
Commissioners

State of Arizona
Citizens Clean Elections Commission

1110 W. Washington St. - Suite 250 - Phoenix, Arizona 85007 - Tel (602) 364-3477 - Fax (602) 364-3487 - www.azcleanelections.gov

Candidate Funding Statement

I, (name), candidate for (office) submit this sworn, notarized statement stating that under penalty of perjury:

1. All campaign finance reports have been filed.
2. All campaign finance reports are complete and accurate including all reporting requirements related to vendors and subcontractors.
3. All conditions related to the use of consultants have been met.

I declare under penalty of perjury that the above statements are true and accurate to the best of my knowledge.

8/12/26

Acknowledgment by Individual

State of Arizona County of Pinal
On this 12th day of August, 20 26. Before me, Martin Rodriguez
Name of Notary Public

the undersigned Notary Public, personally appeared

Ralph T Heap

Name of Signer(s)

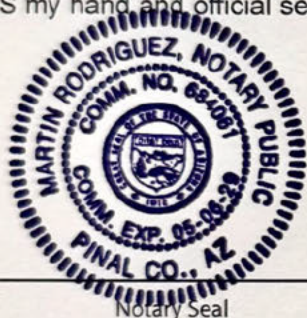
☐ Proved to me on the oath of _____

☐ Personally known to me

☒ Proved to me on the basis of satisfactory evidence Driver's license [REDACTED]
(Description of ID)

to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they executed it.

WITNESS my hand and official seal.



[Signature]
(Signature of Notary Public)

My commission expires May 6th 2029

Optional: A thumbprint is only needed if state statutes require a thumbprint.

For Bank Purposes Only

Description of Attached Document

Type or Title of Document

State of Arizona Citizens Clean Elections Commission

Document Date

08/12/2026

Number of Pages

2 Total

Signer(s) Other Than Named Above

Ralph T Heap

Account Number (if applicable)

Right Thumbprint
of Signer

Top of thumb here



F001-00000DSG5350-01

Thomas M. Collins
Executive Director



**State of Arizona
Citizens Clean Elections Commission**

1110 W. Washington - Suite 250 - Phoenix, Arizona 85007 - Tel (602) 364-3477 - Fax (602) 364-3487 - www.azcleanelections.gov

NOTICE OF RECOMMENDATION TO CONTINUE WITHHOLDING FUNDS

Via E-Mail

August 13, 2026

Arizona Citizens Clean Elections Commission
Mailing and Delivery
1802 W. Jackson
Phoenix AZ 85007

Tim La Sota
Counsel for Dr. Ralph Heap
2198 E. Camelback Road, Suite 305
Phoenix, AZ 85016

Re: Withholding Funds Pursuant to Ariz. Admin. Code R-20-106(A) and R2-20-106(G).

Dear Commissioners and Mr. La Sota:

On August 12, 2026, I received an email from Mr. La Sota requesting a copy of the form that the Commission employs under Ariz. Admin. Code R2-20-106(A) for candidates to attest to the accuracy of their campaign finance reports and related issues on behalf of participating candidate Dr. Ralph Heap. I forwarded him a copy of the form requested.

At about 10 a.m. August 13 I received an executed copy of the form and a demand for payment. These are attached to the email delivering this letter. I am writing, however, to recommend that the Commission continue to withhold funds from Dr. Heap on two grounds outlined in Rule R2-20-106.

Rule 106(A) bars the staff from releasing funds to a candidate who has not submitted a sworn notarized statement attesting that:

1. All campaign finance reports have been filed.
2. All campaign finance reports are complete and accurate including all reporting requirements related to vendors and subcontractors.
3. All conditions related to the use consultants have been met.
4. Stipulating that, once funding is authorized, the Commission may make a rebuttable presumption pursuant to R2-20-706 that a candidate has not used funds for direct campaign expenses within five days after the failure [to] file a campaign finance report.

Rule 106(G) states that “[t]he Commission may refuse to distribute funds to participating candidates in cases in which the Commission finds evidence of fraud or illegal activity committed by the participating candidate.” I first informed Mr. La Sota that his client faced potential issues under both rules in an email July 13 extending the time for his response to the Complaint in MUR 26-06.

1. Under R2-20-106(A) staff cannot release funds because it has reason to believe that the Dr. Heap’s campaign finance reports are not complete and accurate.

As the Commission knows, I informed Mr. La Sota that I was withholding funds under R2-20-106(A) by letter on July 20, 2026. Mr. La Sota subsequently sought, and the Commission rejected, Dr. Heap’s withdrawal from the Clean Elections funding program.

He later filed a response to the Complaint (MUR 26-06). I have reviewed that response and will submit my recommendation on Reason to Believe to the Commission today. In summary, that analysis concludes that Dr. Heap has not accounted for the contributions or expenditures related to signs in his campaign finance reports. Therefore, absent an amendment to his campaign finance reports showing a loan or advance from Mesa Sign Shop, an Arizona LLC, or his own personal financial involvement in that transaction, the reports are not accurate.

If the Commission does not conclude there is reason to believe that there is a violation in MUR 26-06, the staff hold automatically resolves.

2. Under R2-20-106(G) there is evidence the candidate engaged in illegal activity and the Commission should exercise its discretion to withhold funds.

Rule 106(G) provides that “[t]he Commission may refuse to distribute funds to participating candidates in cases in which the Commission finds evidence of fraud or illegal activity committed by the participating candidate.”

Here, the response and affidavit submitted by Mr. La Sota on Dr. Heap’s behalf attest that Dr. Heap violated the Commission rules by incurring debt more than his cash on hand prior to qualifying for Clean Elections funding. Mr. La Sota’s claims to an exemption from the definition of contribution and expenditure on behalf of Dr. Heap are unavailing, but the basic facts are not in dispute. Dr. Heap obtained goods and services from Mesa Sign Shop that he has not yet paid for, and his campaign finance reports do not disclose the transactions, which they must, in my view. This transaction and failure to report represent illegal activity that goes to the heart of Dr. Heap’s agreement to participate as a Clean Elections candidate. Because of the evidence that Dr. Heap engaged in illegal activity, I recommend that the Commission withhold funds from Dr. Heap pursuant to R2-20-106(G).

For the forgoing reasons, I recommend that the Commission vote to decline to distribute Clean Elections funds to Dr. Heap under Rule 106(A) and/or Rule 106(G) at its meeting tomorrow.

Sincerely,
Thomas M. Collins

cc: Craig Morgan, Independent Legal Advisor to the Commission

STATE OF ARIZONA
CITIZENS CLEAN ELECTIONS COMMISSION

MUR: No. 26-06

STATEMENT OF REASONS OF EXECUTIVE DIRECTOR

On behalf of the Citizens Clean Elections Commission (the “Commission”), the Executive Director hereby provides the Statement of Reasons for the recommendation that the Commission find reason to believe that violations of the Citizens Clean Elections Act and Commission rules (collectively, the “Act”) occurred.

Background

Lisa Everett filed a Complaint alleging that Dr. Ralph Heap had authorized campaign signs for his campaign that were placed throughout the state but had not accounted for the expense of those signs on his campaign finance reports. Exhibit 1. The Commission received other sworn statements regarding the signs. These documents have been provided to Tim La Sota, counsel to Dr. Heap.

The Complaint argues that Dr. Heap should have reported expenditures for signs and did not report contributions sufficient to cover the signs that were posted throughout the state. Complaint at 1. Under the Clean Elections Act, participating candidates agree to certain limits under A.R.S. § 16-941(A) and are obligated to account for their campaign activity under A.R.S. §§ 16-947, -948, and related rules. The Complainant also provided photos and locations of 184 signs deployed that are authorized by Dr. Heap. Nick Myers, a competing candidate, provided a sworn statement that Dr. Heap told Commissioner Myers he had 1,000 signs deployed. Exhibit 2 (Myers’s statement).

Reports of payments to Dr. Heap’s sign provider, reproduced below, show that signs for a statewide campaign cost more than what Dr. Heap reported. The campaign finance reports did not disclose any contributions or expenditures related to the signs that close to the amount paid by other candidates. Heap disclosed one payment of \$644.47 on July 7, 2025 to Mesa Sign Shop, but no payments during the timeframe relevant to the Complaint. In his qualifying period recap report, Dr. Heap reported having raised a total of about \$17,000, about \$8,500 of which were turned over to the Commission as qualifying contributions.

<https://seethemoney.az.gov/PublicReports/2026/93D4E5CE-B183-4431-A427-ABA36AFD5A83.pdf>.

In contrast, statewide candidates who used the same provider reported spending:
\$5,305.61—Gina Swoboda Secretary of State

Gina Swoboda for Arizona Secretary of State

Details

Start Year: 2024 End Year: 2026 Table View: All Transactions

Candidate All Transactions				
Q mesa		Show 10 entries		
		Page 1 of 1		
	Date	Amount	Transaction Type	Received From Or Paid To
+	6/11/2026	\$1,299.60	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	5/29/2026	\$866.40	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	5/14/2026	\$866.40	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	5/1/2026	\$138.62	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	4/29/2026	\$866.40	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	4/22/2026	\$485.18	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	4/17/2026	\$485.18	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	4/6/2026	\$297.83	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
Showing 1 to 8 of 8 entries				
		Page 1 of 1		

\$22,112.11 – Rodney Glassman Attorney General

Glassman for Attorney General

Details

Start Year: 2024 End Year: 2026 Table View: All Transactions

Candidate All Transactions

Q

mesa

Show 10 entries

Page 1 of 1

	Date	Amount	Transaction Type	Received From Or Paid To
	5/27/2026	\$14,539.28	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
	1/27/2026	\$2,500.06	Operating Expense - Pay Cash/Check	Mesa Print Shop, Mesa Print Shop
	6/1/2026	\$1,985.14	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
	7/1/2026	\$1,985.14	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
	5/27/2026	\$1,102.49	Operating Expense - Pay Cash/Check	Mesa Sign Shop,

Showing 1 to 5 of 5 entries

Page 1 of 1

Export Transactions

\$103,767.39 – Andy Biggs Governor

Biggs for Arizona

Details

Start Year: 2024 End Year: 2026 Table View: All Transactions

Candidate All Transactions				
Q mesa		Show 20 entries		
		Page 1 of 1		
	Date	Amount	Transaction Type	Received From Or Paid To
+	5/27/2026	\$34,503.68	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	7/2/2026	\$29,782.50	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	5/5/2026	\$13,607.24	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	1/20/2026	\$11,913.00	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	4/6/2026	\$5,465.63	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	11/20/2025	\$4,332.00	Operating Expense - Pay Cash/Check	Mesa Print Shop,
+	7/2/2026	\$2,019.80	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	7/2/2025	\$1,083.00	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	2/5/2026	\$530.27	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	7/2/2026	\$530.27	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,

Mr. La Sota filed a response on behalf of Dr. Heap on August 7, 2026 that argues that the Complaint should be dismissed because the campaign is compliant with its reporting requirements and has not violated the limits imposed upon it. Exhibit 3. His response included an affidavit from Jim Torgeson, owner of Mesa Sign Shop. Mr. Torgeson acknowledges that his company received an order for signs for Dr. Heap's candidacy for Corporation Commission in April 2026 and that the order was completed in late May 2026. Torgeson Decl. ¶ 3. The declaration does not include the number of signs ordered or the price, although it says the per-unit price is comparable to the charges for other sign orders. It also describes Mr. Torgeson's business practices, including those related to billing and determining a client's creditworthiness.

Dr. Heap was certified as a participating candidate in March 20, 2026.

He was notified that he had qualified for Clean Elections funding on July 20, 2026 based on verification of submitting sufficient qualifying contributions, but he was denied Clean Elections funding because he failed to submit the declaration required by A.A.C. R2-20-106(A).

Analysis

Participating candidates agree to certain conditions as part of the clean funding program. These include limitations on the amount and sources of money that they may take and spend. A.R.S. § 16-941(A) (prohibiting participating candidate from taking contributions or making expenditures other than those provided for by the Act); *see also* A.R.S. §§ 16-945 (limits on early contributions), -946 (qualifying contributions). Contributions and expenditures are defined in the Clean Elections Act by cross reference to the definitions in A.R.S. § 16-901. *See* A.R.S. § 16-961(A). The Act establishes separate spending limits for participating candidates that apply to the primary election period and general election period. A.R.S. § 16-941(A)(3), (4). Additionally, before participating candidates qualify for funding, they “shall not incur debt, or make an expenditure in excess of the amount of cash on hand.” A.A.C. R2-20-104(D)(6).

Generally,

“Contribution” means any money, advance, deposit or other thing of value that is made to a person for the purpose of influencing an election.

Contribution includes:

- (a) A contribution that is made to retire campaign debt from a previous election cycle.
- (b) Money or the fair market value of anything that is directly or indirectly provided to an elected official for the specific purpose of defraying the expense of communications with constituents.
- (c) The full purchase price of any item from a committee.
- (d) A loan that is made to a committee for the purpose of influencing an election, to the extent the loan remains outstanding.

A.R.S. § 16-901(11).

“‘Expenditure’ means any purchase, payment or other thing of value that is made by a person for the purpose of influencing an election.” A.R.S. § 16-901(25).

There are exceptions to these definitions. *See* A.R.S. § 16-911, § 16-921.

The upshot of Dr. Heap’s response and accompanying affidavit is that Mesa Sign Company’s production of the signs authorized by Dr. Heap were subject to an exemption from the definition of contribution and expenditure.¹ Thus, it’s fair to

¹ Mesa Sign Shop is an Arizona limited liability company. *See* <https://arizonabusinesscenter.azcc.gov/ee4785f9-4366-4b81-95cc-66eec71c6a9e>.

say that, unless the exemption applies, Mesa Sign or Dr. Heap made a contribution to Dr. Heap's campaign and Dr. Heap's campaign made an expenditure.

Although the Response does not state how much money the signs costs, the evidence both from sworn statements to the commission and campaign finance reporting would be in excess of Dr. Heap's reported cash on hand and the Response entirely relies on the argument that the cost of signs need not have been reported. This shows there is reason to believe that the costs of the signs were greater than the candidate's cash on hand.

Section 16-911(6)(d) states that "[a]n extension of credit for goods and services on a committee's behalf by a creditor if the terms are substantially similar to extensions of credit to nonpolitical debtors that are of similar risk and size of obligation" is not a "contribution." Section 16-921(B)(4)(d) similarly states that "[a]n extension of credit for goods and services on a committee's behalf by a creditor if the terms are substantially similar to extensions of credit to nonpolitical debtors that are of similar risk and size of obligation" is not an "expenditure." In effect, Dr. Heap asserts that the work Mesa Sign did for him is off the books for clean elections purposes.

To summarize, loans and advances are generally contributions to candidates, subject to limits and reporting. A subset of advances, called extensions of credit, are not subject to those requirements, if the conditions of that exemption are met.

Dr. Heap's response argues that they are the specific kind of advance or loan that is exempt from those requirements. The Executive Director concludes that this transaction falls under the general rule that loans and advances are reportable and limited.

1. There is reason to believe that Dr. Heap violated the Commission rule barring a participating candidate from incurring debt beyond cash on hand prior to qualifying for clean elections funding.

As noted above, the Commission rules state that "[p]rior to qualifying for Clean Elections funding, a candidate shall not incur debt, or make an expenditure in excess of the amount of cash on hand." A.A.C. R2-20-104(D)(6). Dr. Heap's campaign finance reports suggest that his campaign committee did not have sufficient cash to pay Mesa Sign when he placed the order in late April, when the sign order was completed in late May or at any

point prior to qualifying for Clean Elections funding. Dr. Heap has not provided any information that would counter this. The evidence submitted suggests the cost of the signs would be more than the reported cash on hand or the reported expenditure to Mesa Sign. Mr. La Sota's response does not address the cost estimate or provide any additional cost information. The campaign finance report period covering the second quarter of 2026 (April 1 through June 30) shows total contributions of \$18,891.30 and expenditures of \$9,581.50. But of that \$5,695.00 was qualifying contributions intended for the Clean Elections funds. Nowhere has Mr. La Sota claimed there was sufficient cash on hand.

The restriction on participating candidates accruing debt beyond cash on hand is consistent with the Act. Candidates are not only limited in the amount and kind of contributions they can take, but "shall conduct all financial activity through a single campaign account of the candidate's campaign committee." They are also limited to expenditure limits for the primary and for the general election periods. The debt rule and the rule requiring a single campaign account for campaign financial activities insure that candidates cannot evade the Act's expenditure and contribution limits by incurring debt. Separate personal transactions related to the campaign are channeled through the candidate's campaign account, as required.

For an example of a properly reported transaction involving Mesa Sign and another candidate consider David Richardson, a participating candidate for legislature. Richardson first paid Mesa Sign on May 5, after he received notice from the Secretary of State that he had qualified for funding on May 4, consistent with Rule 104(D)(6) ("Upon approval for funding by the Secretary of State, a candidate may incur debt, or make expenditures, not to exceed the sum of the cash on hand and the applicable spending limit.").

From: Campaign Finance [REDACTED]
Sent: Monday, May 4, 2026 10:27 AM
To: [REDACTED]
Cc: Campaign Finance [REDACTED]
Subject: Qualified for Funding - David Richardson - State Representative District No. 12

Dear Mr. Richardson,

The Secretary of State's Office received notification from the County Recorders' Office regarding the sample results for the Qualifying Contributions you submitted to qualify for funding under the Citizens Clean Elections Act.

The results met the threshold under A.R.S. § 16-950(D), which means you have met the statutory requirements to receive Clean Elections funding.

This message will serve as your official notification. Should you have further questions related to your participating status, please contact the Citizens Clean Elections Commission by email at ccec@azcleanelections.gov, or by phone at (602) 364-3477.

Thanks,

Mr. Richardson's campaign finance reports, which like all campaign finance reports are certified under penalty of perjury under A.R.S. § 16-926, show payments to Mesa Sign Shop beginning on May 5. David Richardson, Qualifying Period Recap Report, Ariz. Sec'y of State, See the Money, <https://seethemoney.az.gov/PublicReports/2026/2E31E7F1-E093-4EF4-BBF5-48AA41B0354C.pdf>

+	7/20/2026	Mesa Sign Shop	\$2,217.52	Operating Expense - Pay Cash/Check
+	6/9/2026	Mesa Sign Shop	\$2,328.45	Operating Expense - Pay Cash/Check
+	5/5/2026	Mesa Sign Shop	\$1,445.65	Operating Expense - Pay Cash/Check
+	5/18/2026	Mesa Sign Shop	\$550.00	Operating Expense - Pay Cash/Check
-	5/18/2026	Mesa Sign Shop	\$550.00	Operating Expense - Pay Cash/Check

- 2. The Mesa Sign transaction does not qualify for an exemption from the definitions of contribution and expenditure because the credit was not extended on the committee's behalf and because the affidavit establishes neither substantially similar terms nor any attempt to collect.**

Even if R2-20-104(D)(6) were not in place, the transaction described by Mesa Sign does not qualify for the exemption from the definition of contribution. The exemption applies to an extension of credit "on a committee's behalf." A.R.S. § 16-911(B)(6)(d). That exemption is conditional, and its conditions are conjunctive: the credit must be extended on a committee's behalf, on terms "substantially similar to extensions of credit to nonpolitical debtors that are of similar risk and size of obligation," and the creditor "must make a commercially reasonable attempt to collect the debt." *Id.* The six-month period on which the Response relies is a

proviso within that exemption, not a freestanding safe harbor: if the conditions are not satisfied, the exemption never applies. A committee “means a candidate committee, a political action committee or a political party.” A.R.S. § 16-901(10). A candidate committee “includes the candidate.” A.R.S. § 16-901(8). And a candidate is defined as “an individual who receives contributions or makes expenditures or who gives consent to another person to receive contributions or make expenditures on behalf of that individual in connection with the candidate’s nomination, election or retention for any public office.” A.R.S. § 16-901(7).

That the definition of candidate committee includes the candidate does not, however, convert every personal obligation a candidate incurs into an obligation of his committee. The credit must still be extended on the committee’s behalf—that is, underwritten against the committee as the obligor—not merely extended to an individual who happens to be a candidate. That the signs themselves benefited the campaign does not change that analysis: the exemption turns on the character of the credit transaction, not on who ultimately used the goods.

Mr. Torgeson’s affidavit confirms that the extension of credit was not made on the basis of the committee or on the basis of Dr. Heap’s role as a candidate at all. Rather, it was based on Dr. Heap’s personal character and financial wherewithal. In short, to fall within the exemption, the extension of credit has to be extended on the terms the exemption sets forth. Dr. Heap wears two hats: candidate and successful physician. The affidavit establishes that Mesa Sign focused only the latter in making an extension of credit.

The affidavit states that Mesa Sign’s owner “view[s]” Dr. Heap as “honorable and trustworthy” and that Mesa Sign “extend[ed] credit to Dr. Heap on the same basis and under the same terms as I extend credit to other clients of comparable creditworthiness and order size.” Torgeson at ¶ 8. Mesa Sign specifically considered that Dr. Heap’s highly paid profession and financial capacity “made him a low credit risk – similar to other professionals and established business clients to whom I routinely extend credit without prepayment.” Torgeson at ¶ 9. Finally, Mesa Sign “view[s] Dr. Heap as presenting no risk of nonpayment for the signs that Mesa Sign Shop printed.” Torgeson at ¶ 10.

It is true that A.R.S. § 16-901(8) provides that the committee includes the candidate, but that provision only supports the conclusion the exemption does not apply. Establishing that the committee includes the candidate simply clarifies that the candidate is a member of the committee, regardless of if they hold a formal role such as chairman or treasurer. It does not mean that every time a person who is a candidate acts, they act on behalf of the committee. *See* Ariz. Att’y Gen. Op. I13-006 (2013), <https://www.azag.gov/sites/default/files/2025-06/I13-006.pdf> (noting that whether a candidate acts on behalf of his committee or personally is a fact specific question).

If, for example, Dr. Heap was financing a Buick, GMAC would consider his personal resources, his profession, his personal history in determining his creditworthiness. His candidacy would be irrelevant. Mesa Sign testifies that it looked at this transaction precisely the way that GMAC would, as a transaction with Dr. Ralph Heap, successful physician.

The affidavit confirms that Mesa Sign Shop evaluated this transaction based on Dr. Heap’s personal creditworthiness, not “on behalf of a committee.” In other words, Mesa Sign expected, and testifies, that Dr. Heap would pay them for the signs. There was no assessment of the ability of his committee to pay for the signs. That matters for a reason independent of who bears the obligation to pay for the signs. The exemption requires terms substantially similar to those extended to nonpolitical debtors “of similar risk.” A.R.S. § 16-911(B)(6)(d). On the affidavit’s own account, Mesa Sign never considered the committee’s creditworthiness.

In fact, this transaction only makes sense financially if Mesa Sign ignored the financial requirements applicable to Dr. Heap’s campaign committee. Qualification for Clean Elections funding is not guaranteed, and upon certification as a participating candidate Dr. Heap was barred from expending more than \$1,910.00 of his personal monies on his own campaign and permitted to raise limited early contributions. A.R.S. § 16-941(A)(2); Ariz. Sec’y of State, *2025–2026 Clean Elections Act Biennial Adjustments* (2025), <https://azsos.gov/sites/default/files/docs/2025-2026-Clean-Elections-Act-Biennial-Adjustments.pdf>. A creditor underwriting the committee would have had to account for these restrictions.

Mr. Torgeson's affidavit also fails to support the exemption's remaining conditions. The affidavit does not provide any evidence beyond Mesa Sign's own declaration that its extension of credit was on terms "substantially similar to extensions of credit to nonpolitical debtors that are of similar risk and size of obligation." Mesa Sign provides no information about the terms that Mesa Sign extended the credit to Dr. Heap, nor what terms it extends credit to other clients. It doesn't even provide an invoice from any other client. Nor could it. Mr. Torgeson attests that he "did not require a signed contract prior to printing these signs, and do[es] not have a signed contract with Dr. Heap or his campaign committee to this day," Torgeson at ¶ 4, and that he has "prepared an invoice for these signs, but it has not yet been sent to Dr. Heap," Torgeson at ¶ 5. There are accordingly no terms to compare—no due date, no payment period, no interest, no late charge. The exemption independently requires that "[t]he creditor must make a commercially reasonable attempt to collect the debt." A.R.S. § 16-911(B)(6)(d). More than two months after the signs were made available for pickup, Mesa Sign has not sent the invoice. It has made no attempt to collect at all. Contrary to the Response's argument, the statute doesn't state that no attempt need be made for 6 months, but that attempts be commercially reasonable. The affidavit states Mesa Sign didn't even send a bill.

As discussed above, Mesa Sign treated another participating candidate differently. The Campaign Finance Reporting System further demonstrates that Mesa Sign has been paid regularly by other candidates and PACs during the relevant time frame.

MESA SIGN SHOP

[Details](#)

Start Year: 2025 End Year: 2026

Vendor Amount Transactions					
			Show 100 entries		
			Page 1 of 1		
	Date	Contributed To Name	Amount	Transaction Type	Received From Or Paid To
+	7/7/2026	Conservatives for Taylor	\$1,505.37	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	7/2/2026	Biggs for Arizona	\$530.27	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	7/2/2026	Biggs for Arizona	\$29,782.50	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	7/2/2026	Biggs for Arizona	\$2,019.80	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	7/2/2026	Strong Communities Action PAC	\$5,938.69	Ind. Expend. (Non-Recall) - credit	MESA SIGN SHOP,
+	6/30/2026	Farnsworth For Arizona	\$4,169.55	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	6/30/2026	Andrew Costanzo for State Representative - District 7	\$151.62	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	6/29/2026	House Victory Fund	\$134.78	Ind. Expend. (Non-Recall) - cash	MESA SIGN SHOP,
+	6/29/2026	House Victory Fund	\$134.79	Ind. Expend. (Non-Recall) - cash	MESA SIGN SHOP,
+	6/26/2026	Vote Livingston for House LD28	\$2,399.96	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	6/24/2026	Farnsworth For Arizona	\$1,238.95	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	6/22/2026	NicoPAC	\$1,489.13	Ind. Expend. (Non-Recall) - cash	MESA SIGN SHOP,
+	6/18/2026	Andrew Costanzo for State Representative - District 7	\$893.04	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	6/15/2026	Thomas Walsh II for State Representative - District 3	\$267.11	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	6/12/2026	Lloyd Johnson for State Senator - District No. 6	\$522.01	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	6/12/2026	Lloyd Johnson for State Senator - District No. 6	\$155.95	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	6/11/2026	Gina Swoboda for Arizona Secretary of State	\$1,299.60	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	6/10/2026	Vote Frank Carroll	\$2,399.96	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	6/8/2026	Thomas Walsh II for State Representative - District 3	\$406.13	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	6/2/2026	Neal Carter for State Representative - District 15	\$974.70	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	6/1/2026	Lloyd Johnson for State Senator - District No. 6	\$4,502.38	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	5/29/2026	Gina Swoboda for Arizona Secretary of State	\$866.40	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	5/21/2026	Thomas Walsh II for State Representative - District 3	\$2,250.89	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	5/20/2026	Mary Rose for State Representative - District 14	\$947.63	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	5/5/2026	Biggs for Arizona	\$13,607.24	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	5/5/2026	House Victory Fund	\$3,603.83	Ind. Expend. (Non-Recall) - cash	MESA SIGN SHOP,
+	5/5/2026	NicoPAC	\$140.00	Ind. Expend. (Non-Recall) - cash	MESA SIGN SHOP,
+	5/5/2026	NicoPAC	\$140.00	Ind. Expend. (Non-Recall) - cash	MESA SIGN SHOP,
+	5/5/2026	NicoPAC	\$140.00	Ind. Expend. (Non-Recall) - cash	MESA SIGN SHOP,
+	5/5/2026	NicoPAC	\$140.00	Ind. Expend. (Non-Recall) - cash	MESA SIGN SHOP,
+	5/5/2026	NicoPAC	\$280.00	Ind. Expend. (Non-Recall) - cash	MESA SIGN SHOP,

+	5/5/2026	NicoPAC	\$280.00	Ind. Expend. (Non-Recall) - cash	MESA SIGN SHOP,
+	5/5/2026	NicoPAC	\$280.00	Ind. Expend. (Non-Recall) - cash	MESA SIGN SHOP,
+	5/5/2026	NicoPAC	\$280.00	Ind. Expend. (Non-Recall) - cash	MESA SIGN SHOP,
+	5/5/2026	NicoPAC	\$560.00	Ind. Expend. (Non-Recall) - cash	MESA SIGN SHOP,
+	5/5/2026	NicoPAC	\$560.00	Ind. Expend. (Non-Recall) - cash	MESA SIGN SHOP,
+	5/5/2026	NicoPAC	\$560.00	Ind. Expend. (Non-Recall) - cash	MESA SIGN SHOP,
+	5/5/2026	NicoPAC	\$186.66	Ind. Expend. (Non-Recall) - cash	MESA SIGN SHOP,
+	5/5/2026	NicoPAC	\$186.66	Ind. Expend. (Non-Recall) - cash	MESA SIGN SHOP,
+	5/5/2026	NicoPAC	\$186.66	Ind. Expend. (Non-Recall) - cash	MESA SIGN SHOP,
+	5/1/2026	Gina Swoboda for Arizona Secretary of State	\$138.62	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	4/29/2026	Gina Swoboda for Arizona Secretary of State	\$866.40	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	4/29/2026	Anderson	\$4,269.95	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	4/22/2026	Gina Swoboda for Arizona Secretary of State	\$485.18	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	4/19/2026	Andrew Costanzo for State Representative - District 7	\$2,000.00	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	4/8/2026	Andrew Costanzo for State Representative - District 7	\$2,994.93	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	4/6/2026	Biggs for Arizona	\$5,465.63	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	4/2/2026	Arizona Republican Party Legislative District 13	\$319.49	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	3/31/2026	Anderson	\$458.50	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	3/29/2026	Griffin for Arizona	\$182.16	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	3/25/2026	Griffin for Arizona	\$704.48	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	2/12/2026	NicoPAC	\$280.00	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	2/6/2026	Biggs for Arizona	\$530.27	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	2/2/2026	David Schweikert for Governor	\$6,000.00	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	1/22/2026	James Rogers for Arizona	\$649.80	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	1/21/2026	Biggs for Arizona	\$11,913.00	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	10/30/2025	Mylie for Senate	\$155.03	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	10/30/2025	Khyl Powell for Arizona	\$79.22	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	10/28/2025	Turning Point PAC Arizona	\$1,248.82	Ind. Expend. (Non-Recall) - cash	MESA SIGN SHOP,
+	10/28/2025	Vote Hendrix	\$81.26	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,
+	10/24/2025	Turning Point PAC Arizona	\$5,179.93	Recall Ind. Expend. - Pay Cash/Check	MESA SIGN SHOP,
+	10/10/2025	Turning Point PAC Arizona	\$4,323.81	Ind. Expend. (Non-Recall) - cash	MESA SIGN SHOP,
+	10/10/2025	Turning Point PAC Arizona	\$4,323.81	Recall Ind. Expend. - Pay Cash/Check	MESA SIGN SHOP,
+	7/7/2025	Ralph Heap for Corporation Commissioner	\$644.47	Operating Expense - Pay Cash/Check	MESA SIGN SHOP,

Mesa Sign Shop

[Details](#)

Start Year: 2025 End Year: 2026

Vendor Amount Transactions					
			Show 50 entries		
			Page 1 of 1		
	Date	Contributed To Name	Amount	Transaction Type	Received From Or Paid To
+	7/20/2026	David W Richardson for AZ	\$2,217.52	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	7/1/2026	Glassman for Attorney General	\$1,985.14	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	6/28/2026	Local Majority PAC	\$638.72	Ind. Expend. (Non-Recall) - cash	Mesa Sign Shop,
+	6/24/2026	Vote Pingerelli	\$0.71	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	6/24/2026	Vote Pingerelli	\$2,399.96	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	6/21/2026	House Victory Fund	\$3,674.22	Ind. Expend. (Non-Recall) - cash	Mesa Sign Shop,
+	6/18/2026	Committee to Elect Carver for AZ	\$595.65	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	6/9/2026	David W Richardson for AZ	\$2,328.45	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	6/9/2026	Reim for AZ	\$1,738.22	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	6/4/2026	AZ Loves ESA	\$2,382.60	Ballot Measure Expend. - Pay Cash/Check	Mesa Sign Shop,
+	6/1/2026	Presmyk for Mine Inspector	\$2,978.25	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	6/1/2026	House Victory Fund	\$4,027.40	Ind. Expend. (Non-Recall) - cash	Mesa Sign Shop,
+	6/1/2026	Glassman for Attorney General	\$1,985.14	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	5/27/2026	Glassman for Attorney General	\$1,102.49	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	5/27/2026	Glassman for Attorney General	\$14,539.28	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	5/27/2026	Biggs for Arizona	\$34,503.68	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	5/21/2026	AZ Loves ESA	\$2,978.25	Ballot Measure Expend. - Pay Cash/Check	Mesa Sign Shop,
+	5/18/2026	David W Richardson for AZ	\$550.00	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	5/14/2026	Gina Swoboda for Arizona Secretary of State	\$886.40	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	5/6/2026	James Rogers for Arizona	\$595.65	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	5/5/2026	David W Richardson for AZ	\$1,445.65	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	4/28/2026	AZ Loves ESA	\$2,382.60	Ballot Measure Expend. - Pay Cash/Check	Mesa Sign Shop,
+	4/21/2026	James Rogers for Arizona	\$649.80	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	4/17/2026	Gina Swoboda for Arizona Secretary of State	\$485.18	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	4/15/2026	AZ Loves ESA	\$649.80	Ballot Measure Expend. - Pay Cash/Check	Mesa Sign Shop,
+	4/6/2026	Gina Swoboda for Arizona Secretary of State	\$297.83	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	3/18/2026	Gowan for Arizona	\$3,239.13	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	1/19/2026	Karrin for Arizona	\$5,415.00	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	11/15/2025	Kimberly Yee for Superintendent of Public Instruction	\$2,528.81	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	7/2/2025	Biggs for Arizona	\$1,083.00	Operating Expense - Pay Cash/Check	Mesa Sign Shop,
+	6/18/2025	Griffin for Arizona	\$3,194.85	Operating Expense - Pay Cash/Check	Mesa Sign Shop,

Showing 1 to 31 of 31 entries

Page 1 of 1

Export Transactions

Because the exemption for expenditures uses the same language, the same conclusion follows. A.R.S. § 16-921(B)(4)(d).

3. The Response's claim about expense reporting is inapplicable.

The Response also argues (at 4) that the Commission's rules requiring expenditures to be accounted for on a report showing the date the agreement was made because this transaction should be exempted from the definition of expenditure. As explained above, the exemption for extensions of credit from the definition of expenditure does not apply to this transaction. Therefore, the agreement with Mesa Sign should have been reported on the day it was made. In other words, the Commission's reporting rules for clean candidates have nothing to do with the Response's argument this transaction didn't qualify as a reportable expenditure in the first place.

The Response's claim about a recent superior court minute entry are entirely beside the point. Dr. Heap could not incur a debt prior to qualifying for Clean Elections funding; he did. Mesa Sign did not make an extension of credit to the committee to qualify for the exemption, and Mesa Sign has not provided any evidence beyond its own attestation for how its decision to extend credit was consistent with the exemption, but substantial evidence show other committees were treated differently in the same period.

4. The Response suggestion that the signs were not coordinated communications is wrong.

The Response claims that the Dr. Heap and his campaign did not coordinate with Mesa Sign on the design content and placement of the signs. Response at 6. This is an irrelevant aside. The response seems to suggest that this makes the sign expenditure an "independent expenditure." But, an "expenditure is not an independent expenditure if . . . [t] here is actual coordination with respect to an expenditure between a candidate or candidate's agent and the person making the expenditure or that person's agent." Here, the affidavit establishes that the signs were covered by the extension of credit to Dr. Heap. That is actual coordination.

5. There is reason to believe Dr. Heap may have violated A.R.S. §§ 16-941(A), 16-947, and 16-948.

Because the Mesa Sign transaction does not qualify for the exemption, this memo next considers whether there is reason to believe that there was a contribution in excess of the applicable limits, whether the transaction for the signs is a contribution, whether the transaction was improperly omitted from campaign finance reports, and whether it was improperly accounted for on reports, and whether it was illegal under R2-20-104(D)(6). There is reason to believe each of these violations may have occurred.

As noted above, participating candidates are limited in the source and amount of contributions they can take. Here, the Mesa Sign provided an advance, loan that has not been repaid, or other thing of value to Dr. Heap “for the purpose of influencing an election.” A.R.S. § 16-901(11). Mesa Sign is not permitted to make this contribution to a candidate at all. A.R.S. § 16-916(A)(“A corporation, limited liability company or labor organization shall not make contributions to a candidate” committee). Dr. Heap’s clean campaign was not permitted to take a contribution from Mesa Sign. A.R.S. § 16-941(A)(1). Nor was Dr. Heap permitted to make a contribution to his committee in the form an unreported personal loan or an in-kind contribution of campaign signs greater than \$1,910.00. *Id.* Consequently, there is reason to believe that Dr. Heap violated 16-941(A)(1) and (2).

Mesa Sign’s affidavit makes clear it was dealing with Dr. Heap personally, considering his financial resources. Thus, there is reason to believe that the extension of credit was a campaign transaction outside of the candidate’s single campaign account. A.R.S. § 16-948(A).

Dr. Heap’s campaign finance reports simply don’t account for these transactions at all, providing reason to believe that he has violated A.R.S. § 16-947 and that there is a “violation by or on behalf of any candidate of [a] reporting requirement imposed by this chapter,” A.R.S. § 16-942(B.)

Finally, “[p]rior to qualifying for Clean Elections funding, a candidate shall not incur debt, or make an expenditure in excess of the amount of cash on hand.” A.A.C. R2-20-104(D)(6). There is reason to believe Dr. Heap did so.

Conclusion

For the forgoing reasons the Commission should determine there is a reason to believe a violation of the Act and Rules may have occurred.

If the Commission determines by an affirmative vote of at least three (3) of its members that it has reason to believe a respondent has violated a statute or rule over which the Commission has jurisdiction, the Commission shall notify such respondent of the Commission's finding setting forth: (i) the sections of the statute or rule alleged to have been violated; (ii) the alleged factual basis supporting the finding; and (iii) an order requiring compliance within fourteen (14) days. During that period, the Respondent may provide any explanation to the Commission, comply with the order, or enter into a public administrative settlement with the commission. A.R.S. § 16-957(A) & A.A.C. R2-20-208(A).

After the Commission finds reason to believe that a violation of a statute or rule over which the Commission has jurisdiction has occurred, the Commission shall conduct an investigation. A.A.C. R2-20-209(A). The Executive Director may subpoena all of the Respondent's records documenting disbursements, debts, or obligations to the present, and may authorize an audit.

Upon expiration of the fourteen (14) days, if the Commission finds that the alleged violator remains out of compliance, the Commission shall make a public finding to that effect and issue an order assessing a civil penalty in accordance with A.R.S. § 16-942, unless the Commission publishes findings of fact and conclusions of law expressing good cause for reducing or excusing the penalty. A.R.S. § 16-957(B).

After fourteen (14) days and upon completion of the investigation, the Executive Director will recommend whether the Commission should find probable cause to believe that a violation of a statute or rule over which the Commission has jurisdiction has occurred. A.A.C. R2-20-214(A). Upon a finding of probable cause that the alleged violator remains out of compliance, by an affirmative vote of at least three (3) of its members, the Commission may issue of an order and assess civil penalties pursuant to A.R.S. § 16-957(B). A.A.C. R2-20-217.

Exhibit 1

June 25, 2026

Arizona Citizens Clean Elections Commission

Re: Request for Review of Campaign Finance Reporting by Dr. Ralph Heap

Dear Commissioners,

I am writing to request that the Arizona Citizens Clean Elections Commission review the campaign finance reporting of Dr. Ralph Heap, a participating candidate for the Arizona Corporation Commission.

As a voter and citizen, I have observed a substantial number of campaign signs promoting Dr. Heap's candidacy throughout the West Valley. Specifically, I have observed what appear to be hundreds of 4' x 4' campaign signs. Based on commonly available pricing, signs of this size, together with installation costs, represent a significant expenditure.

My concern is whether all expenditures, contributions, or in-kind contributions associated with the production, distribution, and installation of these signs have been properly reported and are consistent with the requirements applicable to Clean Elections candidates.

Arizona Revised Statutes § 16-941 provides, in part, that a participating candidate shall not accept contributions other than those specifically authorized under the Citizens Clean Elections Act and must comply with applicable spending limitations and reporting requirements.

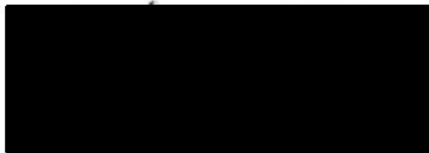
Because this is a statewide race, it is reasonable to assume that campaign signs may be deployed in multiple counties across Arizona. If the number of signs observed in the West Valley is representative of activity elsewhere in the state, the total cost associated with the sign program could be substantial.

I have reviewed publicly available campaign finance reports and have been unable to determine how the production and installation of these signs are being funded. As a result, I respectfully request that the Commission review the campaign's filings and determine whether all expenditures and any in-kind contributions related to campaign signage have been properly disclosed and whether the campaign is in compliance with applicable Clean Elections requirements.

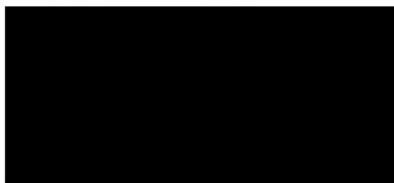
I am not asserting that a violation has occurred. Rather, I am requesting clarification and, if appropriate, an investigation into whether the reported expenditures accurately reflect the campaign activity that is visible throughout the state.

Thank you for your time and consideration of this matter.

I affirm the above statement.



✓ Lisa Everett



State of Arizona)

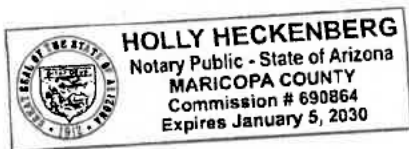
County of Maricopa)

Subscribed and sworn before me this 26th day of JUNE, 2026.



Notary Public

My Commission Expires: 1-5-2030



ITEM III - RTB EXHIBIT 1

Subject: Supplemental document for my Ralph Heap Complaint



Lisa Everett <lisaeverettaz@gmail.com>

to tom@azcleanelections.gov, ccec

Sat, Aug 1, 12:04 PM (8 c

Hello,

Please find supplemental documents for my Heap complaint.

Thank you,

LISA EVERETT

469-877-8644



<https://www.youtube.com/@patriotnheels>

<https://www.facebook.com/lisa.everett.52>

<https://x.com/patriotnheels>

<https://patriotnheels.com/>

One attachment • Scanned by Gmail

 Add to Drive

ITEM III - RTB EXHIBIT 1

Citizens Clean Election Commission
Attn: Thomas M. Collins, Executive Director
1110 West Washington Street, Suite 250
Phoenix, Arizona 85007
ccec@azcleelections.gov

Re: MUR 2026-06 (In re Ralph Heap, Candidate for Arizona Corporation Commission)

Dear Executive Director Collins:

As you are aware, I previously filed the complaint in the above-referenced matter, which alleged that Ralph Heap, who has qualified as a participating candidate in the 2026 election cycle, failed to disclose disbursements for, and/or used unlawful funding sources to purchase, road signs promoting his candidacy.

As a supplement to the complaint, I have enclosed an itemized list of 184 locations around the state where signs that the Heap Campaign purportedly paid for have been observed (“Exhibit A”), as well as a map that catalogues their geographic distribution (“Exhibit B”).¹

Thank you for your attention to this matter.

Respectfully submitted,

Lisa Everett
16746 West Rowel Road
Surprise, AZ 85387
LisaEverettAZ@gmail.com
(469) 877-8644

¹ Photographs of the signs can be accessed at this link, which expires on August 7, 2026: <https://limewire.com/d/CJGsY#R8tpLJ3Xo6>.

VERIFICATION

State of Arizona)
) ss.
County of Maricopa)

I, Lisa Everett, certify that, to the best of my knowledge after making reasonable inquiries, (1) Exhibit A is a list of locations where signs bearing Heap’s campaign committee’s disclaimer either currently are, or in recent weeks have been, displayed, (2) Exhibit B is a map depicting the locations that are itemized in Exhibit A, and (3) the hyperlink provided in the letter contains photographs of some or all of the signs identified in Exhibit A.

Signed under penalty of perjury this _____ day of August, 2026.

Lisa Everett

Subscribed and sworn to before me this _____ day of August, 2026.

Notary Public

My Commission Expires:

Exhibit A

ITEM III - RTB EXHIBIT 1**Heap Sign Picture Locations**

<u>Page</u>	<u>Cross Street 1</u>	<u>Cross Street 2</u>
1	40th	Bell
2	Jensen	Power
3	McKellips	Higley
4	McKellips	Gilbert
5	Brown	Val Vista
6	Brown	Stapley
7	79th	Butte Ave
8	Lindsay	Wamer
9	90th	Raintree
10	992 E Fairway Blvd	
11	Ellsworth	Riggs
12	Riggs	McQueen
13	64th	Bell
14	56th	Bell
15	Camelback	Jokake Rd
16	Camelback	Miller
17	48th st	Carefree Hwy
18	Cave Creek	School House Rd
19	Cave Creek	Rose Garden
20	Cave Creek	Barbie Ln
21	Cave Creek	Deer Valley Rd
22	Combs	Gantzel
23	Combs	Rittenhouse
24	Combs	Warrior
25	Ray	Rural
26	Ellsworth	Ellsworth Loop
27	Ellsworth	Heritage Loop
28	Ellsworth	Ocotillo
29	Ellsworth	Riggs
30	Ellsworth	Rittenhouse
31	Ellsworth	Walnut
32	Frank Lloyd Wright	Thompson Peak
33	Ironwood	Ray
34	Gantzel	Algarve Pl
35	Gantzel	Bella Vista Rd.
36	Gary	Empire
37	Gary	Gail
38	Gary	Riggs
39	Dobson	Frye
40	Greenway	32nd
41	Greenway	32nd
42	Hayden	Camelback
43	Hayden	Chapperal
44	Hayden	Indian School
45	Hayden	Thomas

ITEM III - RTB EXHIBIT 1**Heap Sign Picture Locations**

<u>Page</u>	<u>Cross Street 1</u>	<u>Cross Street 2</u>
46	Hwy 260	
47	60 Freeway	Peralta Rd
48	Hunt	Cooper Mine Rd
49	Hunt	Gary
50	Hunt	Hwy 79
51	Hunt	Johnson Ranch Blvd
52	Alma School	Chandler Heights
53	Arizona Ave	Ocotillo
54	McQueen	Chandler Heights
55	Lindsay	Guadalupe
56	Gilbert	Guadalupe
57	Cooper	Guadalupe
58	Country Club	Guadalupe
59	Arizona	Elliot
60	Greenfield	Warner
61	Higley	Warner
62	Riggs	Ellsworth
63	Victoria	Ellsworth
64	Hitching post pkwy	Ellsworth
65	Cadence	Ellsworth
66	Williams Field	Gateway
67	Queen Creek	Iron Wood
68	Combs	Gantzel
69	Meridian	Via del hardin
70	Meridian	Ocotillo
71	Ironwood	Ocotillo
72	Power	Elliot
73	24th	Indian School
74	Country Club	McKellips
75	Stapley	McKellips
76	Gilbert	McKellips
77	Brown	Lindsay
78	Baseline	Lindsay
79	Val Vista	Warner
80	Williams Field	Val Vista
81	Higley	Germany
82	Gilbert	Southern
83	Thomas	Hayden
84	Val Vista	Williams Field
85	Lindsay	Williams Field
86	Cooper	Chandler Blvd
87	Warner	Arizona Ave
88	Warner	Mcqueen
89	Elliot	Gilbert
90	Elliot	Cooper

ITEM III - RTB EXHIBIT 1**Heap Sign Picture Locations**

<u>Page</u>	<u>Cross Street 1</u>	<u>Cross Street 2</u>
91	Elliot	Mcqueen
92	Baseline	Arizona Ave
93	Guadalupe	Arizona Ave
94	Ray	Cooper
95	Higley	Ray
96	Ray	Santan Village Pkwy
97	Unknown	Unknown
98	Unknown	Unknown
99	Dobson	Ray
100	Unknown	Unknown
101	McClintock	Warner
102	Alma School	Warner
103	Dobson	Warner
104	24th	Highland
105	University	Stapley
106	University	Home
107	Mesa	University
108	Main	Mesa
109	Broadway	Mesa
110	Guadalupe	Mesa
111	32nd	Indian School
112	Country Club	McKellips
113	Gilbert	Houston
114	Main	Stapley
115	Ray	Lindsay
116	Greenway	64th
117	Greenway	56th
118	Indian School	56th
119	Indian School	64th
120	56th	Bell
121	Bell	Tatum
122	Greenway	56th
123	Greenway	Tatum
124	Scottsdale Rd	64th
125	Scottsdale Rd	Cactus Rd.
126	Scottsdale Rd	Tatum
127	Thunderbird	Tatum
128	Riggs	Alma School
129	Riggs	Arizona Ave
130	Unknown	Unknown
131	Broadway	Val Vista
132	Brown	Mesa Dr.
133	Main	Mesa Dr.
134	Main	Val Vista
135	McKellips	Recker

ITEM III - RTB EXHIBIT 1**Heap Sign Picture Locations**

<u>Page</u>	<u>Cross Street 1</u>	<u>Cross Street 2</u>
136	McKellips	Stapley
137	McQueen	Elliot
138	Southern	39th
139	University	Lindsay
140	University	Lindsay
141	McDowell	Gilbert
142	Southern	Higley
143	Southern	Power
144	University	Recker
145	Higley	Southern
146	Mesa Dr	Broadway
147	Southern	Gilbert
148	Pima	Cave Creek Rd
149	Pima	Dynamite
150	Pima	Lone Mountain
151	Power	Riggs
152	Power rd	San Tan blvd
153	Raintree	Northsight
154	Riggs	187th Pl
155	Riggs	88th St
156	Riggs	Ellsworth
157	Riggs	Hawes
158	Riggs	Hunt Hwy
159	Riggs	Hwy 87
160	Riggs	Sossaman
161	Riggs	Dobson
162	Rittenhouse	Ocotillo
163	Rittenhouse	Queen Creek
164	Rockford Rd	Rio Salado
165	Pecos	Arizona Ave
166	Brown	Gilbert
167	Brown	Lindsay
168	Higley	Southern
169	Power	Hampton
170	Southern	Gilbert
171	Stapley	Main
172	University	Greenfield
173	Shea	90th
174	Shea	Via Linda
175	Shea	Via Linda
176	McDowell	Power
177	Southern	Higley
178	University	Recker
179	Lindsay	University
180	Broadway	Val Vista

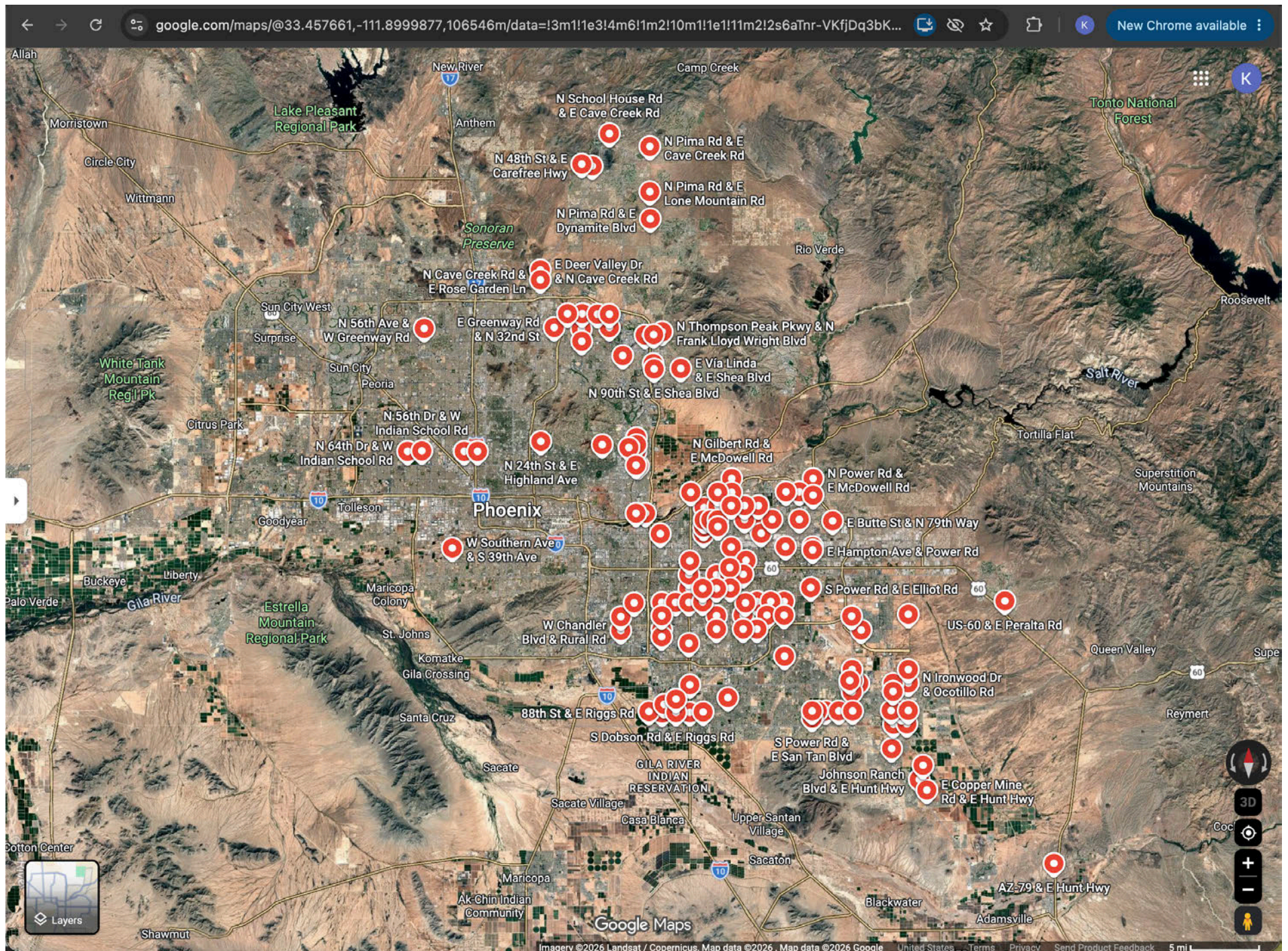
ITEM III - RTB EXHIBIT 1

Heap Sign Picture Locations

<u>Page</u>	<u>Cross Street 1</u>	<u>Cross Street 2</u>
181	Tatum	Bell
182	McClintock	Rio Salado Pkwy
183	University	Lindsay
184	Unknown	Unknown

Exhibit B

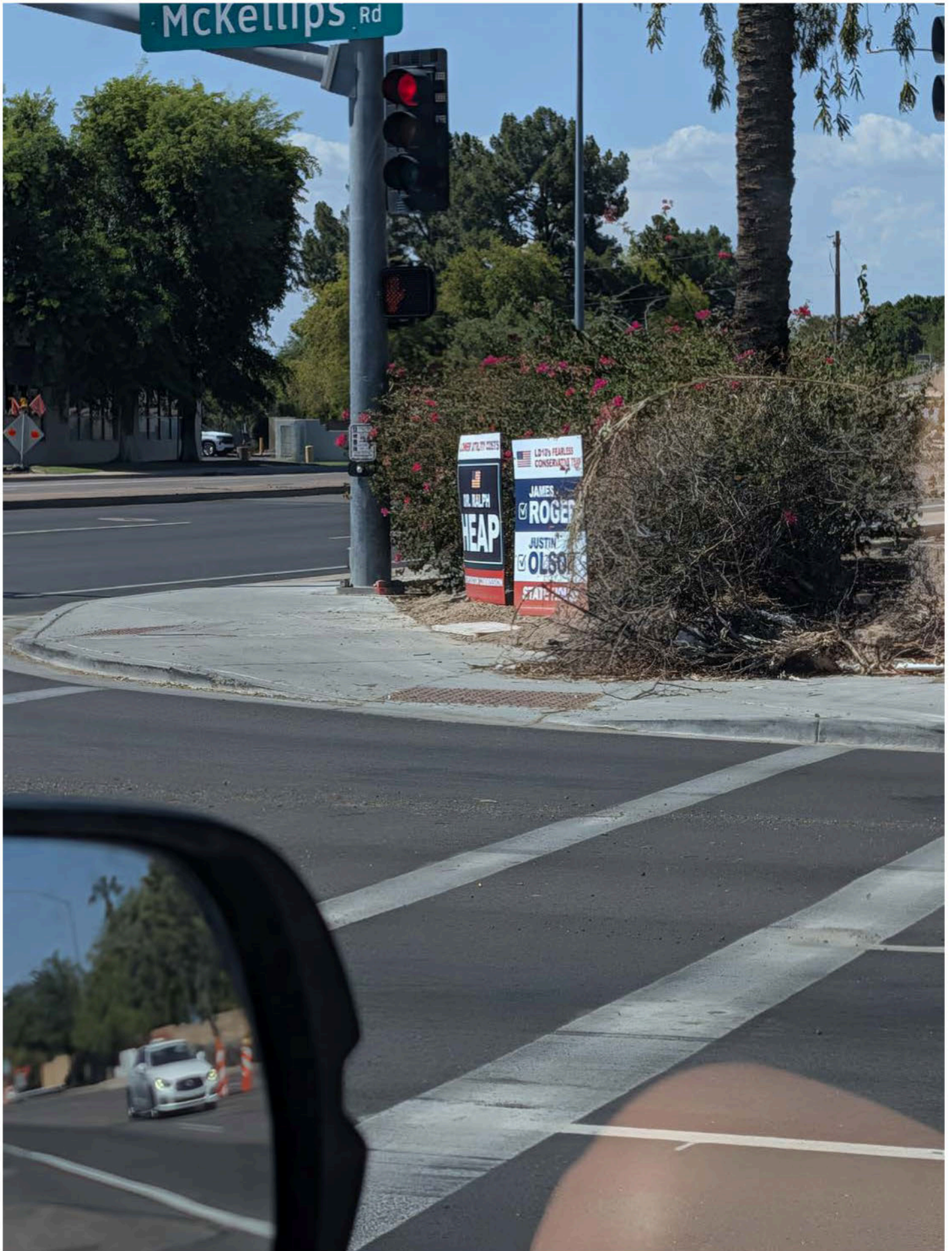
ITEM III - RTB EXHIBIT 1



ITEM III - RTB EXHIBIT 1

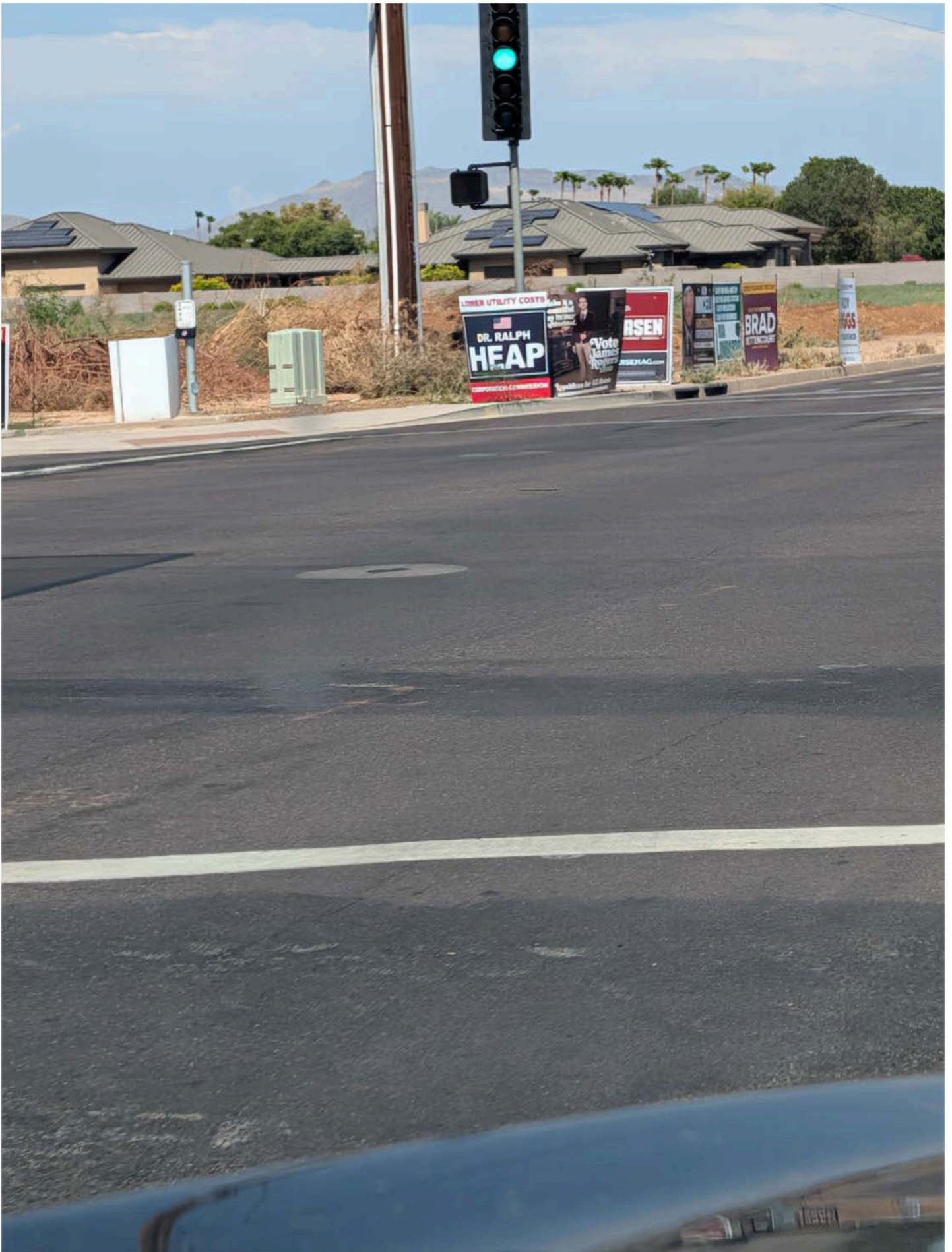




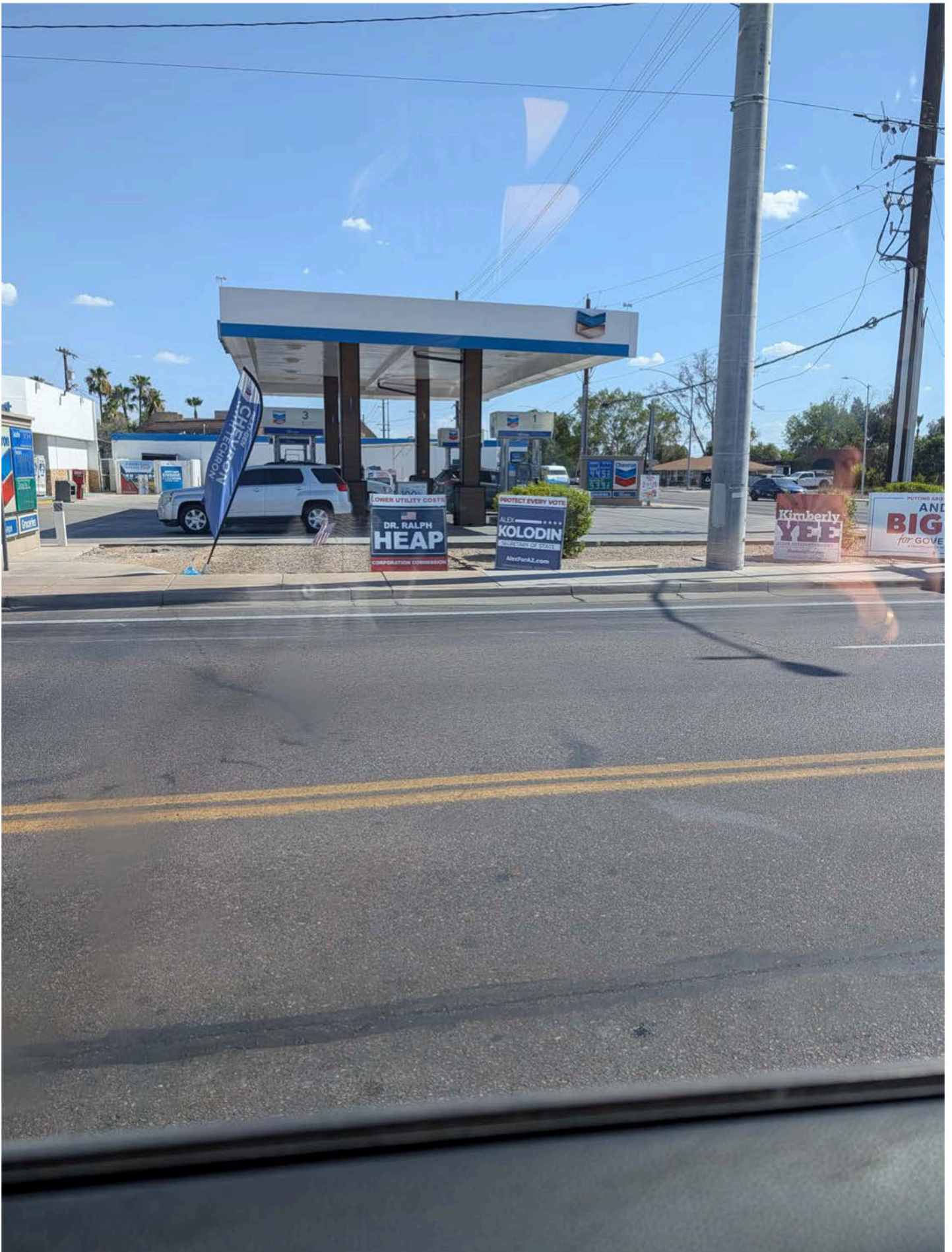




ITEM III - RTB EXHIBIT 1



ITEM III - RTB EXHIBIT 1











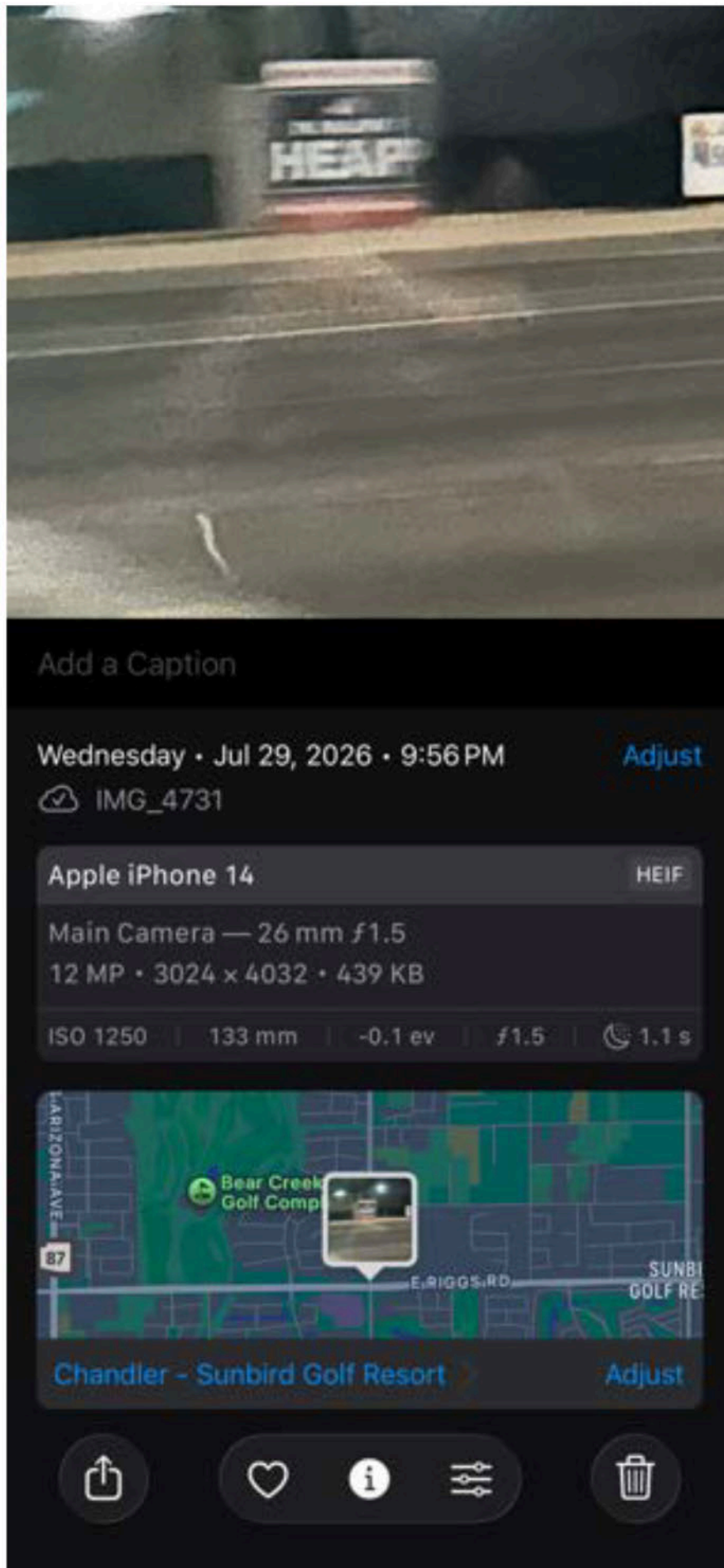
010

ITEM III - RTB EXHIBIT 1



011

ITEM III - RTB EXHIBIT 1





ITEM III - RTB EXHIBIT 1











ITEM III - RTB EXHIBIT 1







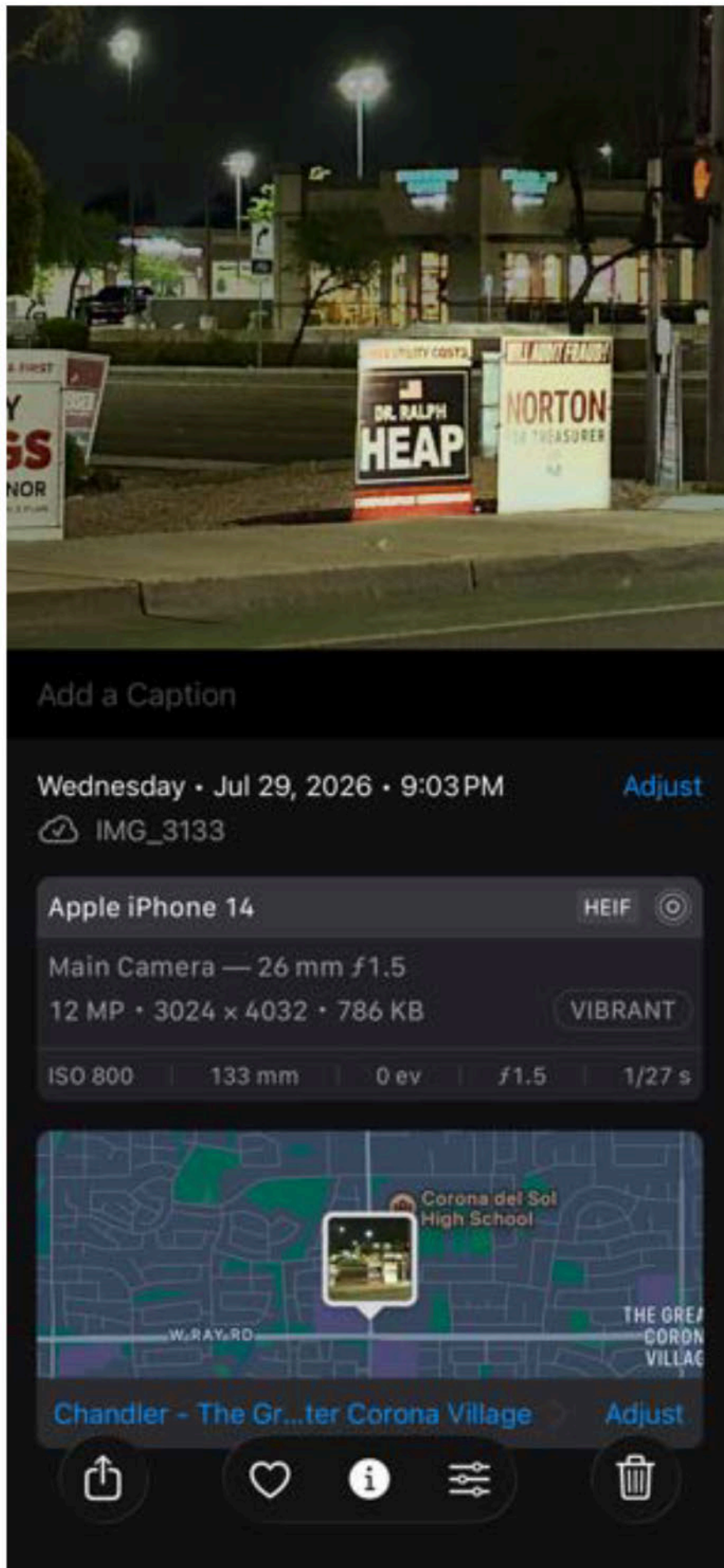




ITEM III - RTB EXHIBIT 1



ITEM III - RTB EXHIBIT 1



ITEM III - RTB EXHIBIT 1



026

ITEM III - RTB EXHIBIT 1



027

ITEM III - RTB EXHIBIT 1



028

ITEM III - RTB EXHIBIT 1



029

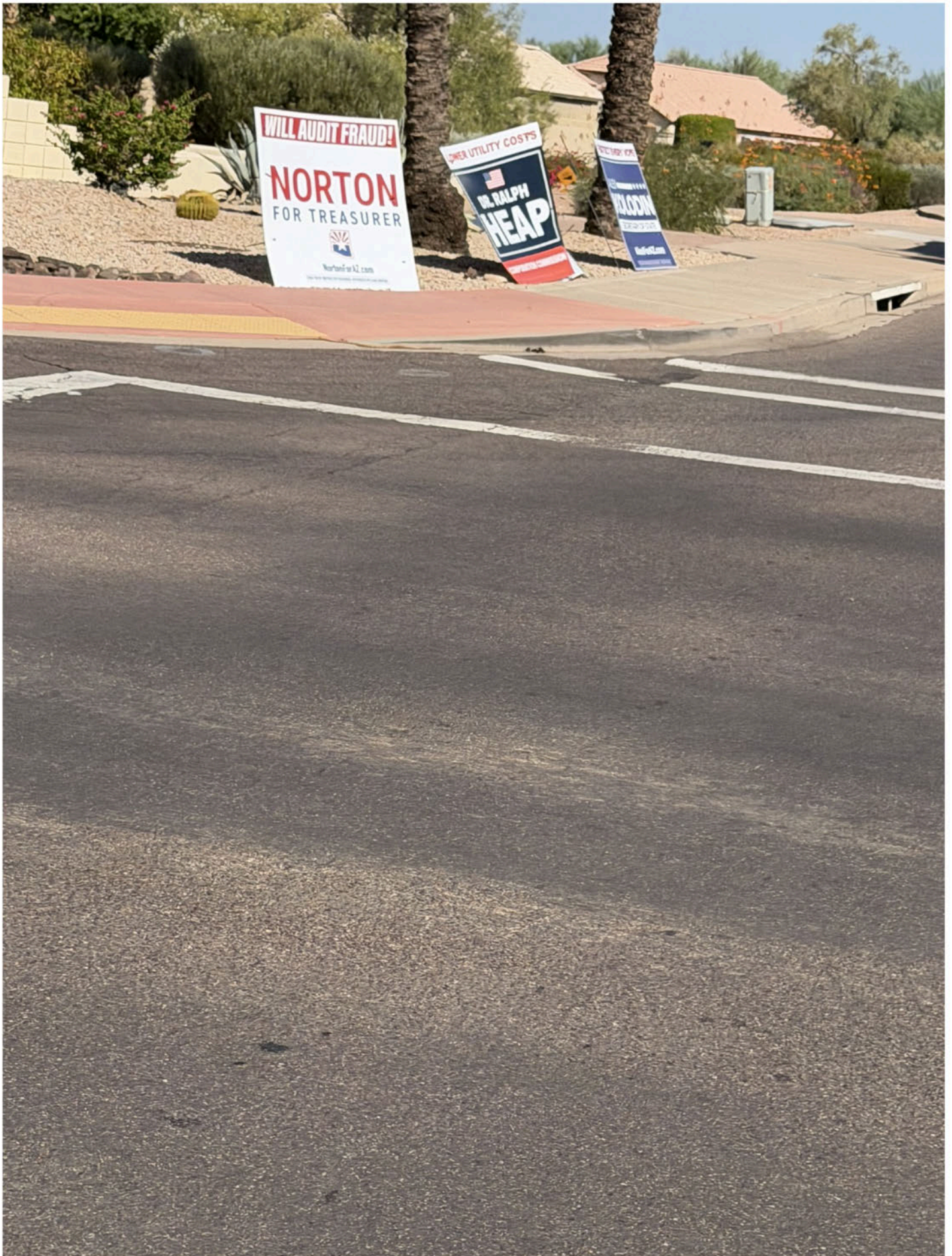


030

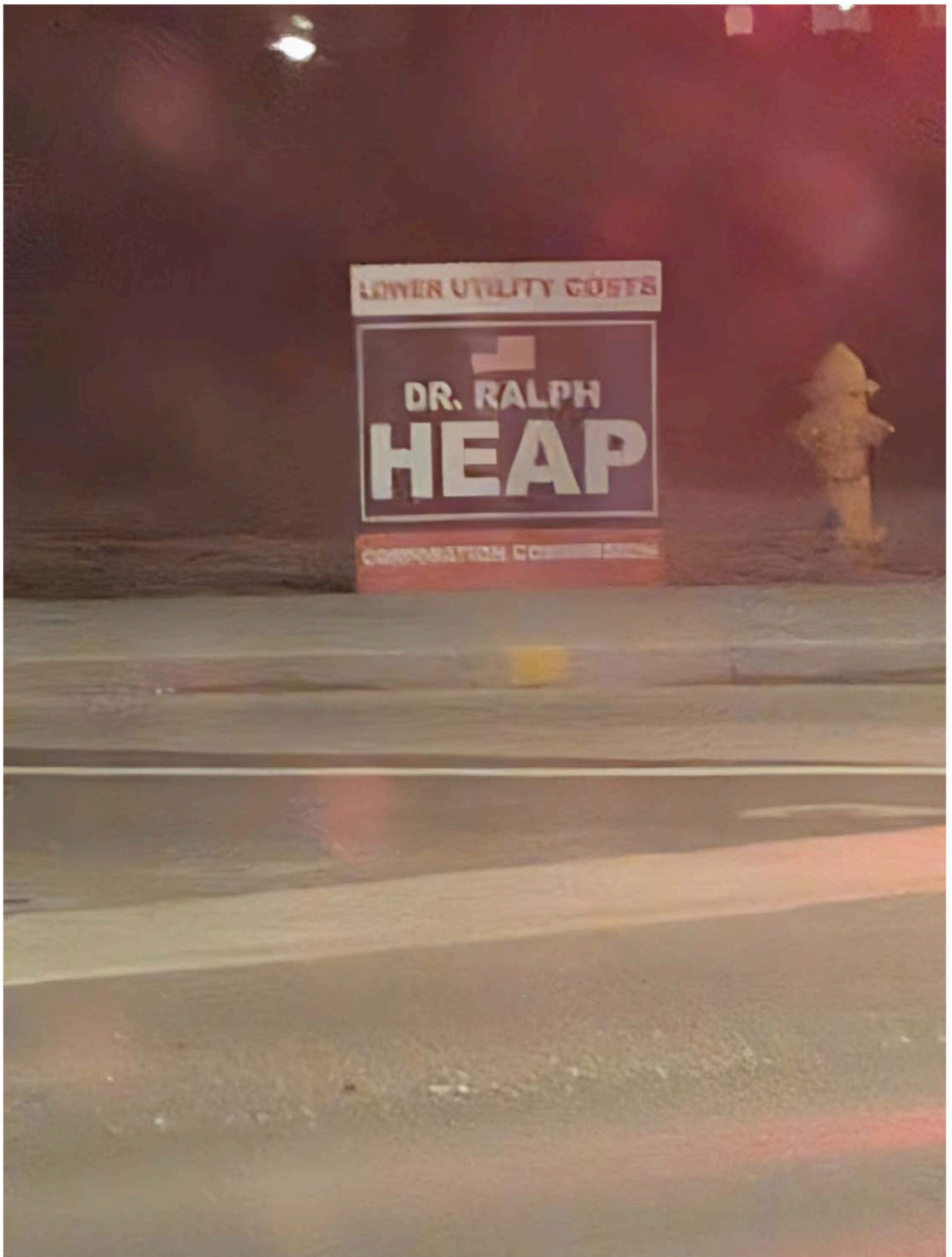


031

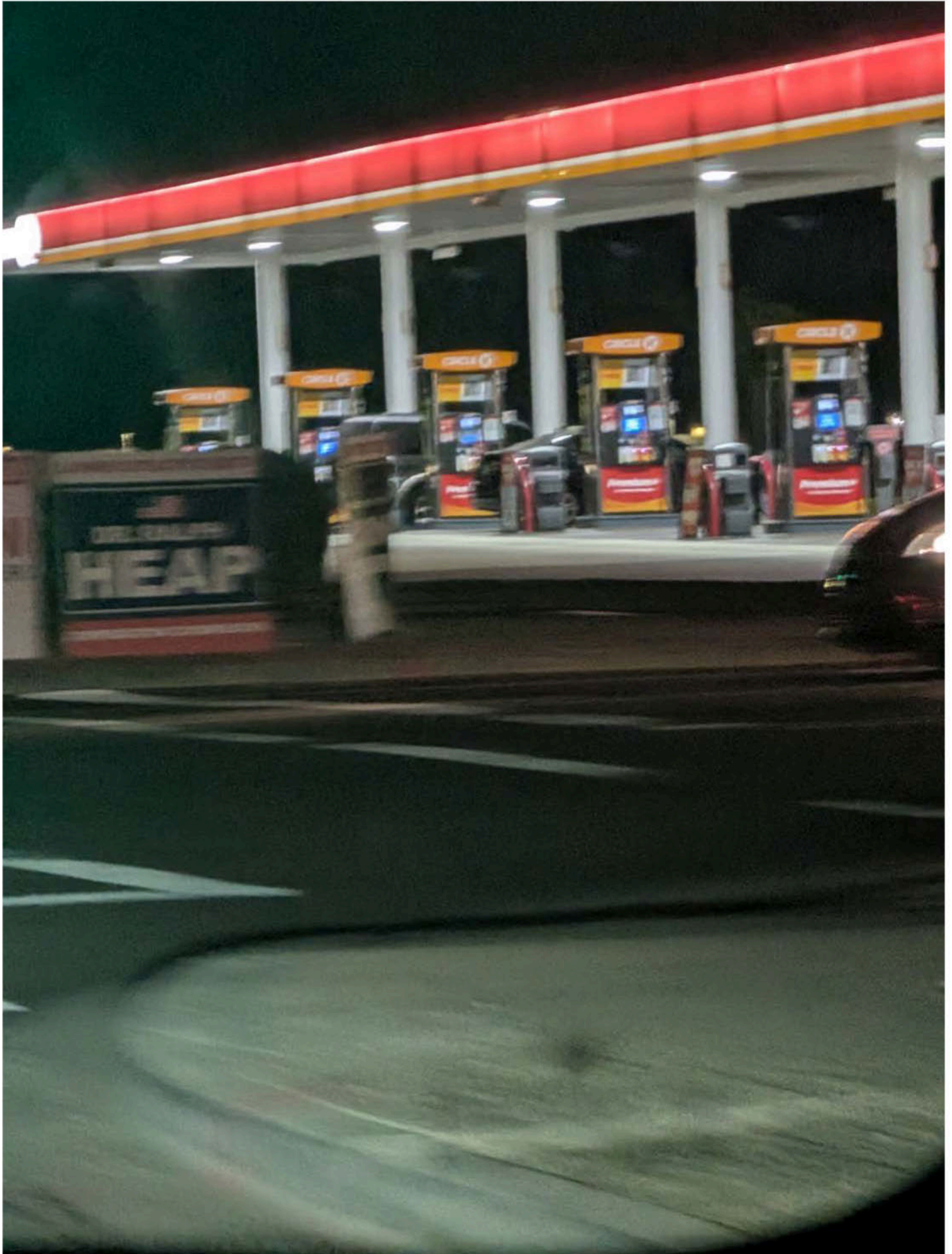
ITEM III - RTB EXHIBIT 1



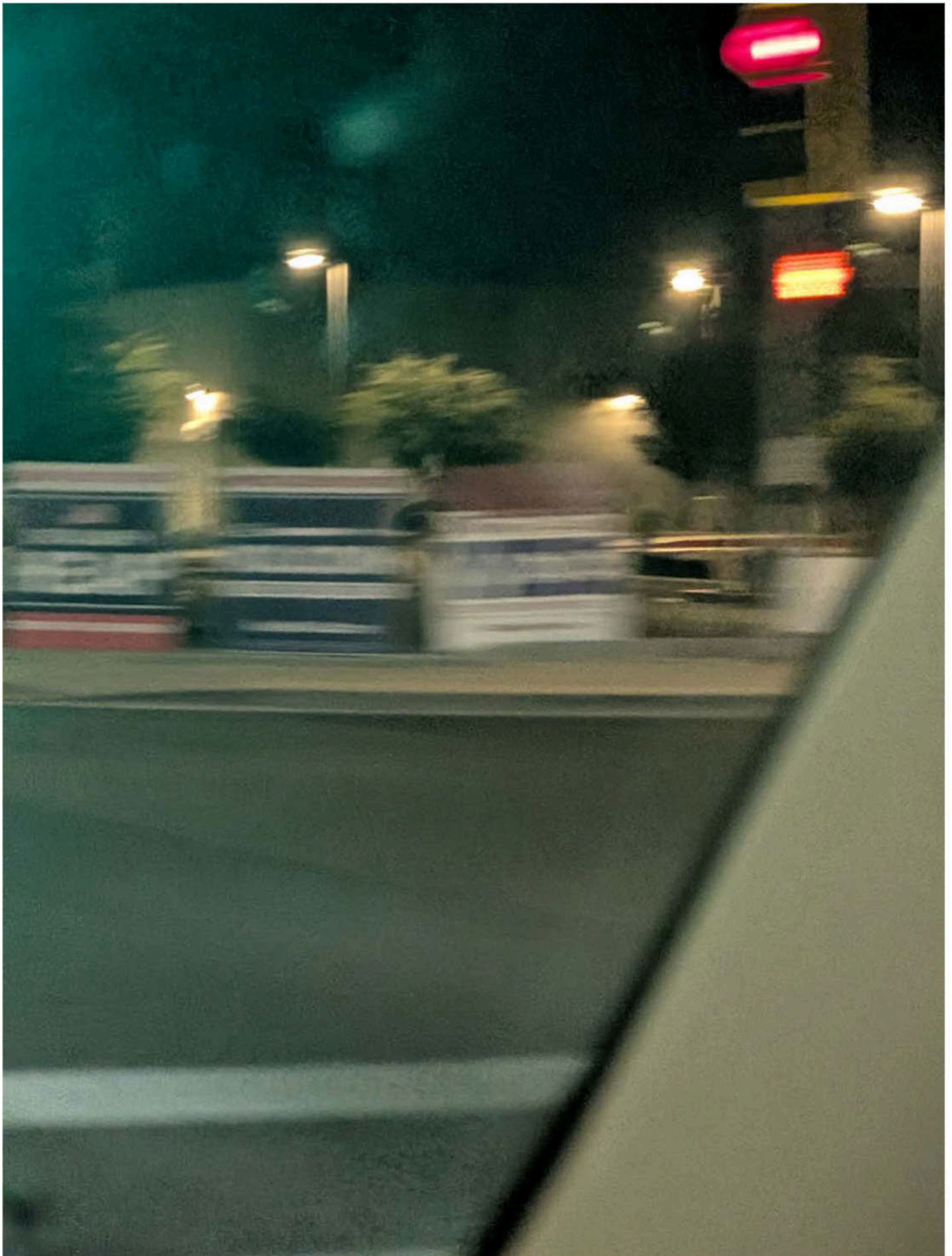




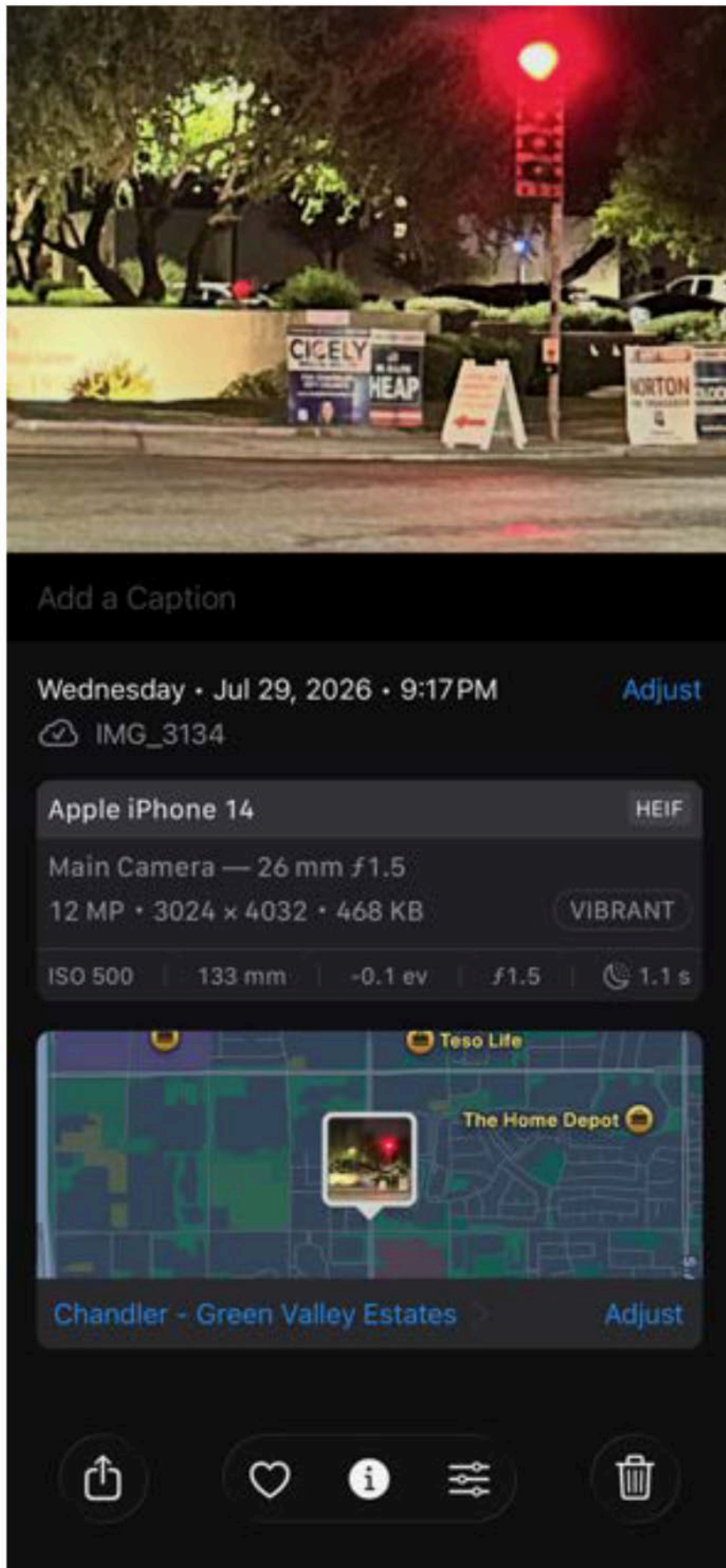








ITEM III - RTB EXHIBIT 1



ITEM III - RTB EXHIBIT 1



040

ITEM III - RTB EXHIBIT 1



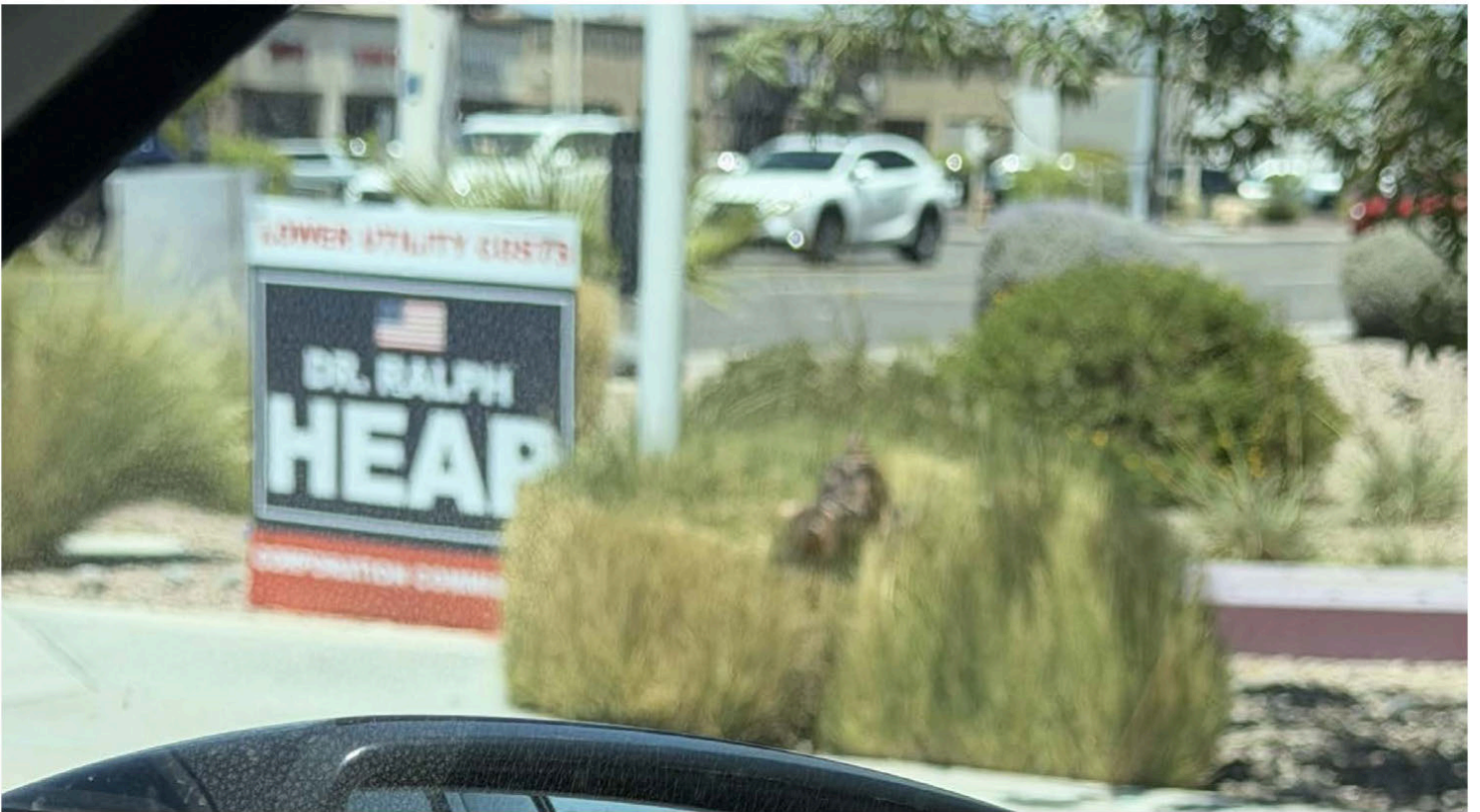
041

ITEM III - RTB EXHIBIT 1











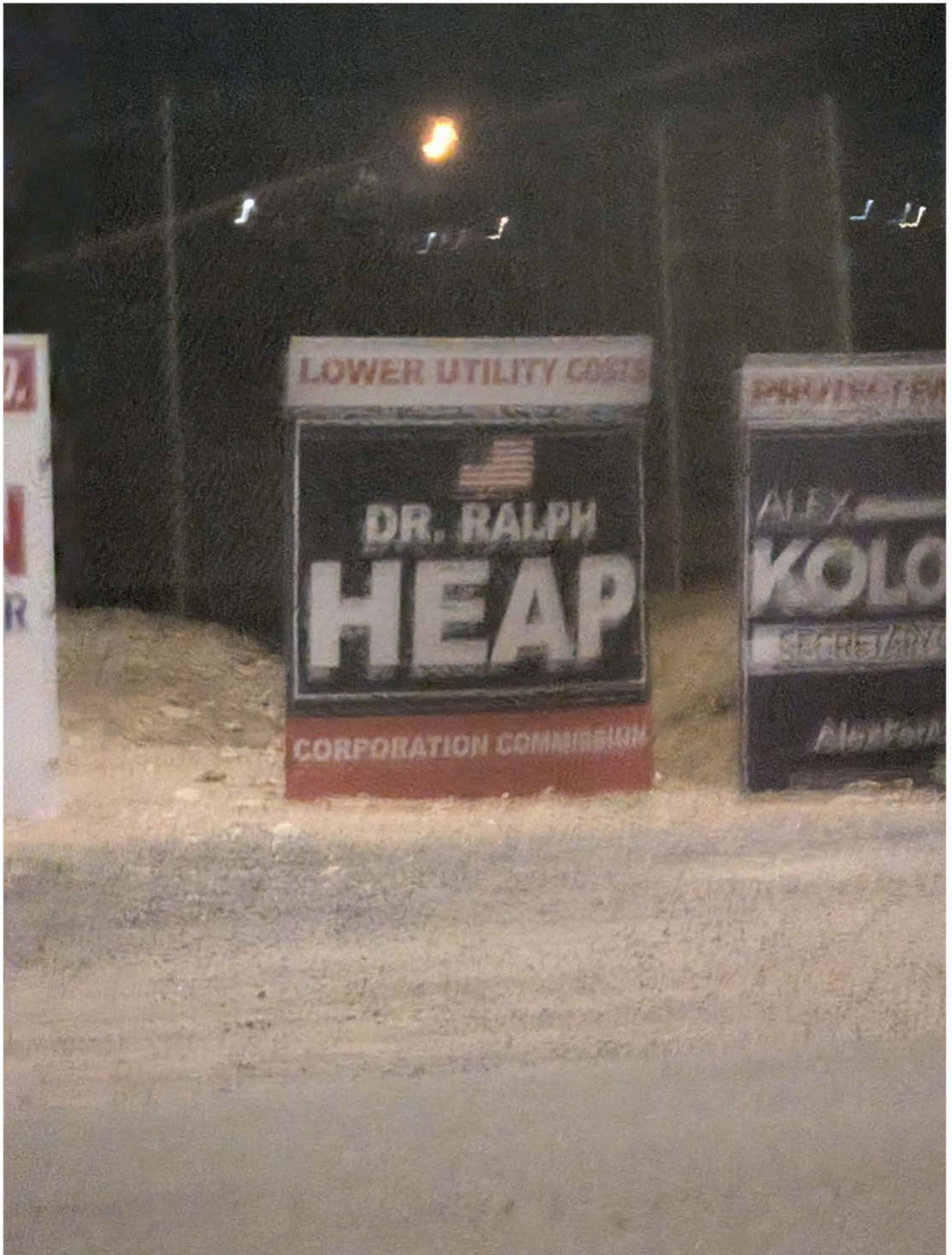
046



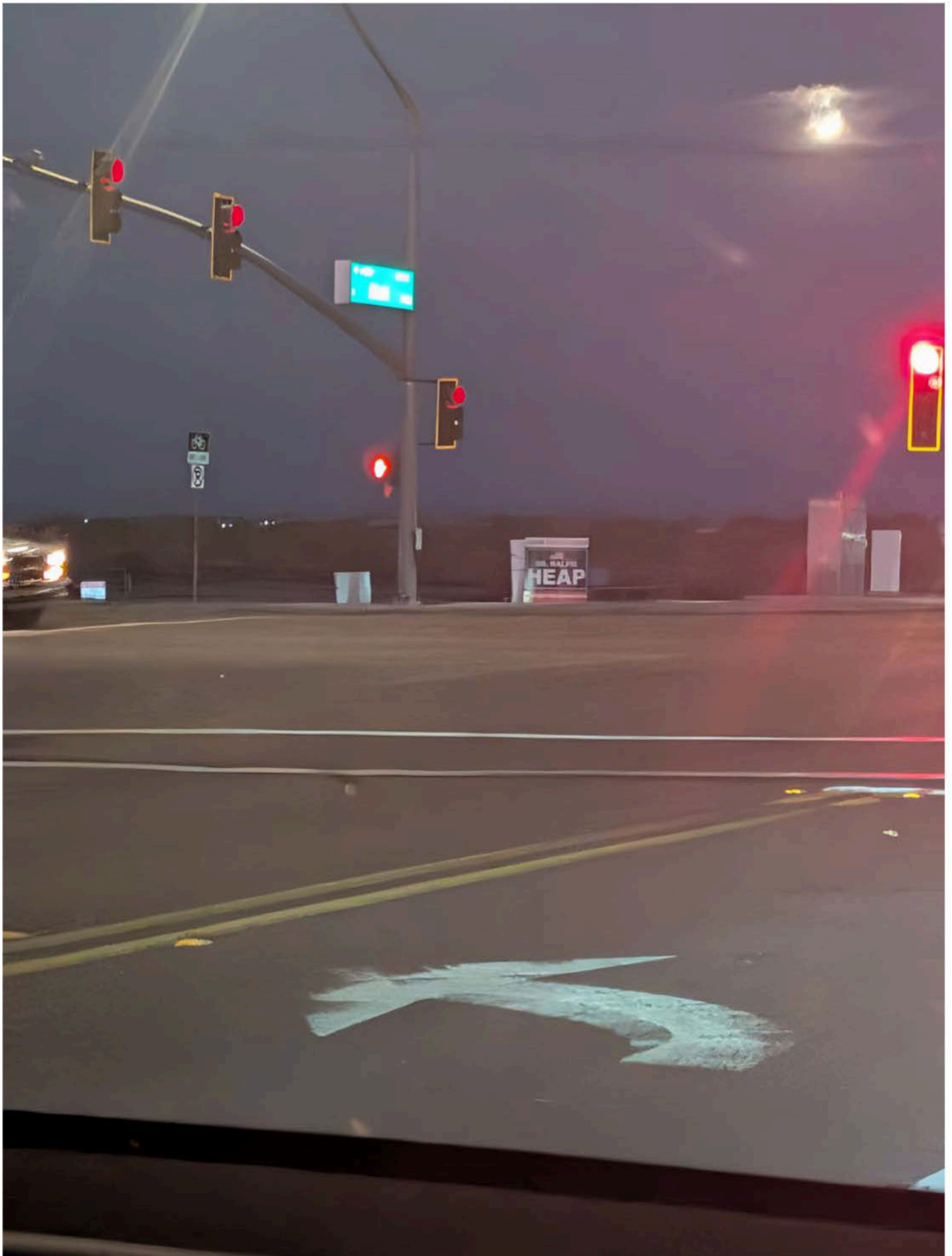


ITEM III - RTB EXHIBIT 1





ITEM III - RTB EXHIBIT 1



ITEM III - RTB EXHIBIT 1



Add a Caption

Wednesday • Jul 29, 2026 • 9:31PM

[Adjust](#)

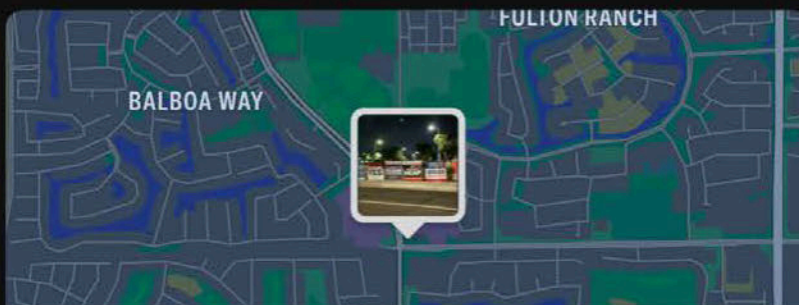
✓ IMG_4723

Apple iPhone 14

HEIF

Main Camera — 26 mm $f1.5$
12 MP • 4032 × 3024 • 882 KB

ISO 1600 | 52 mm | -0 ev | $f1.5$ | 1.4 s



Chandler - Fulton Ranch >

[Adjust](#)



ITEM III - RTB EXHIBIT 1



Add a Caption

Wednesday • Jul 29, 2026 • 9:39 PM

[Adjust](#)

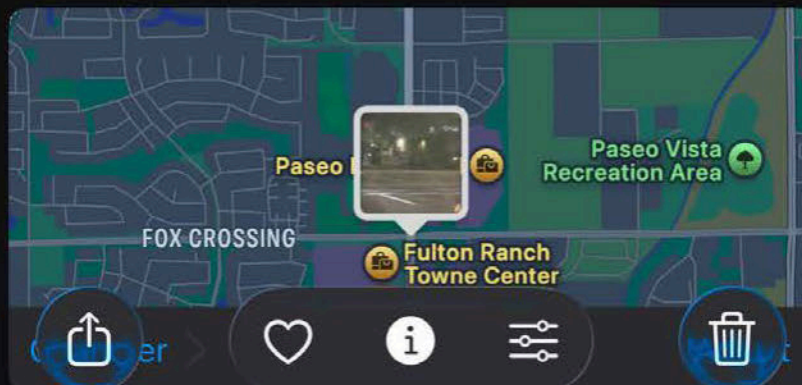
IMG_4726

Apple iPhone 14

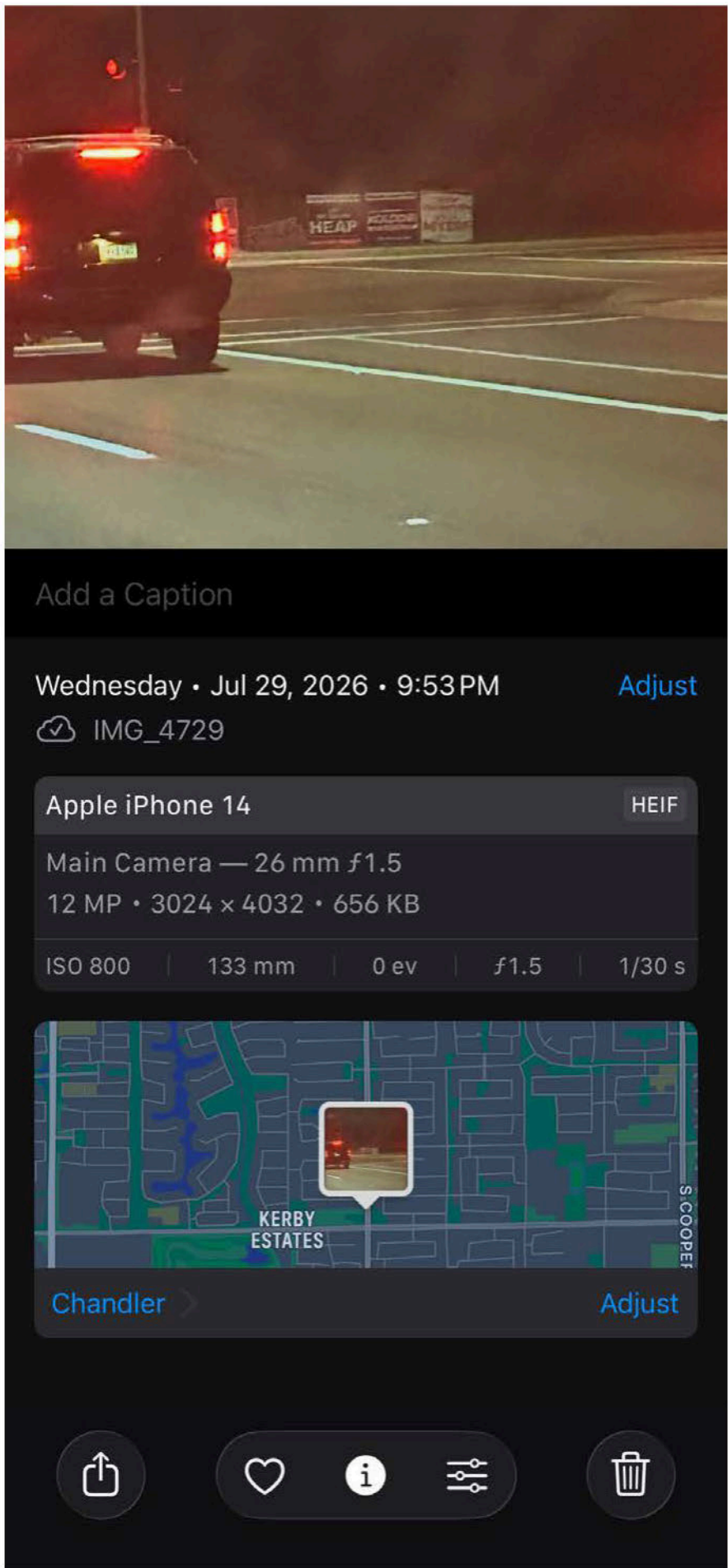
HEIF

Main Camera — 26 mm $f1.5$
12 MP • 3024 × 4032 • 689 KB

ISO 500 | 124 mm | 0 ev | $f1.5$ | 1/30 s



ITEM III - RTB EXHIBIT 1

















ITEM III - RTB EXHIBIT 1









ITEM III - RTB EXHIBIT 1









ITEM III - RTB EXHIBIT 1













ITEM III - RTB EXHIBIT 1



ITEM III - RTB EXHIBIT 1



ITEM III - RTB EXHIBIT 1













ITEM III - RTB EXHIBIT 1



Add a Caption

Tuesday • Jul 28, 2026 • 4:01PM

[Adjust](#)

IMG_3066

Apple iPhone 14

HEIF



Main Camera — 26 mm $f1.5$

12 MP • 3024 × 4032 • 1.1 MB

VIBRANT

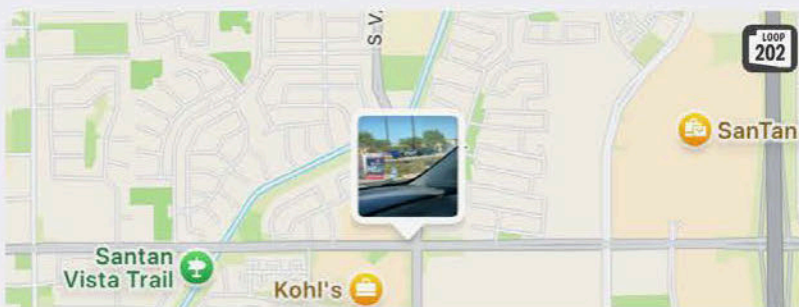
ISO 50

58 mm

0 ev

$f1.5$

1/2513 s



Gilbert >

[Adjust](#)



ITEM III - RTB EXHIBIT 1



Add a Caption

Tuesday • Jul 28, 2026 • 4:06 PM

[Adjust](#)

IMG_3069

Apple iPhone 14

HEIF

Main Camera — 26 mm $f1.5$

12 MP • 3024 × 4032 • 1.3 MB

VIBRANT

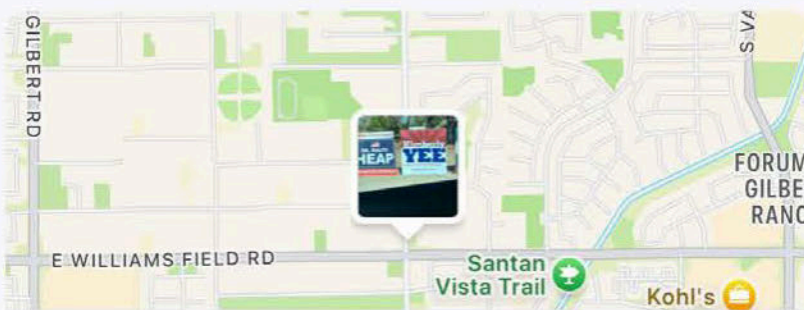
ISO 50

58 mm

0 ev

$f1.5$

1/1724 s



Gilbert >

[Adjust](#)



ITEM III - RTB EXHIBIT 1



Add a Caption

Tuesday • Jul 28, 2026 • 4:14 PM

[Adjust](#)

IMG_3074

Apple iPhone 14

HEIF



Main Camera — 26 mm $f1.5$

12 MP • 3024 × 4032 • 2.2 MB

VIBRANT

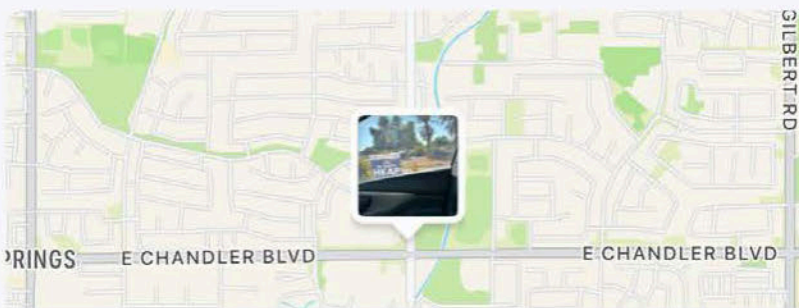
ISO 50

26 mm

0 ev

$f1.5$

1/733 s



[Chandler - Springs](#) >

[Adjust](#)



ITEM III - RTB EXHIBIT 1



Add a Caption

Tuesday • Jul 28, 2026 • 4:23 PM

[Adjust](#)

IMG_3076

Apple iPhone 14

HEIF



Main Camera — 26 mm $f1.5$

12 MP • 3024 × 4032 • 1.4 MB

VIBRANT

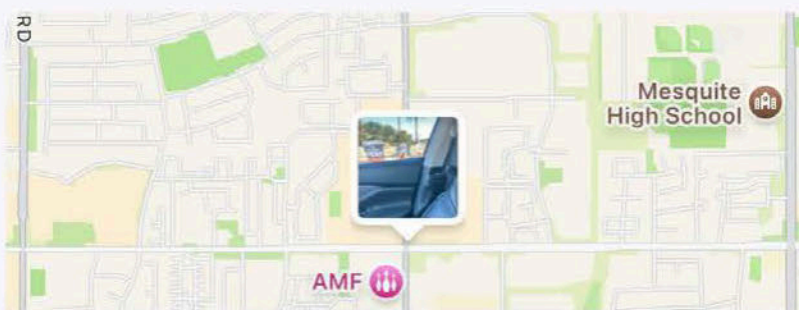
ISO 64

26 mm

0 ev

$f1.5$

1/184 s

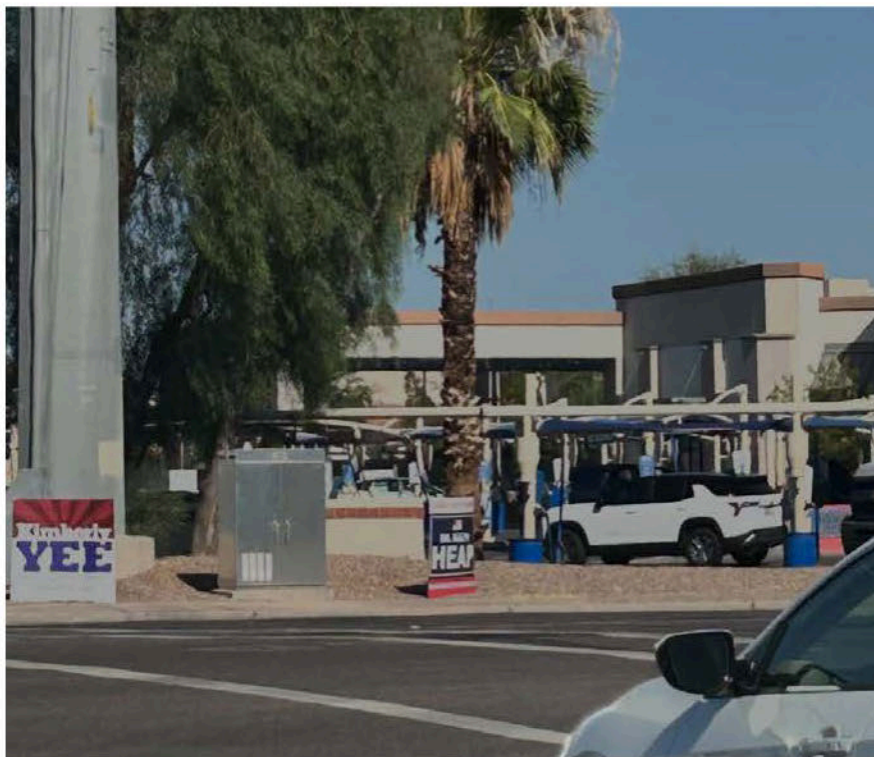


[Chandler](#) >



[Adjust](#)

ITEM III - RTB EXHIBIT 1



Add a Caption

Tuesday • Jul 28, 2026 • 4:27 PM

[Adjust](#)

IMG_3078

Apple iPhone 14

HEIF



Main Camera — 26 mm $f1.5$

12 MP • 3024 × 4032 • 823 KB

VIBRANT

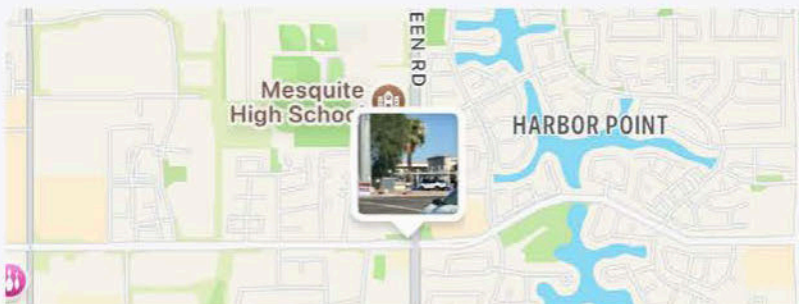
ISO 50

133 mm

0 ev

$f1.5$

1/3704 s



Legacy Traditiona...I- North Chandler

[Adjust](#)



ITEM III - RTB EXHIBIT 1



Add a Caption

Tuesday • Jul 28, 2026 • 4:36 PM

[Adjust](#)

IMG_3080

Apple iPhone 14

HEIF



Main Camera — 26 mm $f1.5$

12 MP • 3024 × 4032 • 1.6 MB

VIBRANT

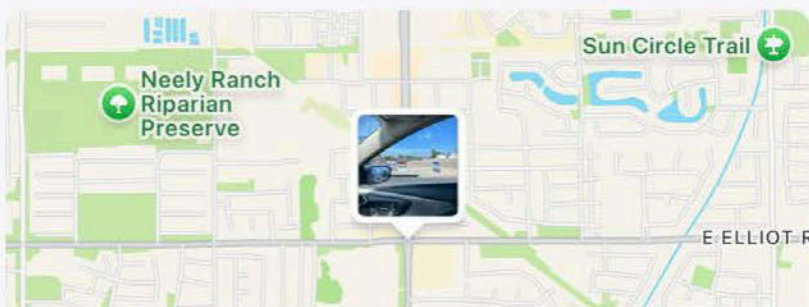
ISO 50

26 mm

0 ev

$f1.5$

1/1252 s



Gilbert >

[Adjust](#)



ITEM III - RTB EXHIBIT 1



Add a Caption

Tuesday • Jul 28, 2026 • 4:39 PM

[Adjust](#)

IMG_3082

Apple iPhone 14

HEIF



Main Camera — 26 mm $f1.5$

12 MP • 3024 × 4032 • 857 KB

VIBRANT

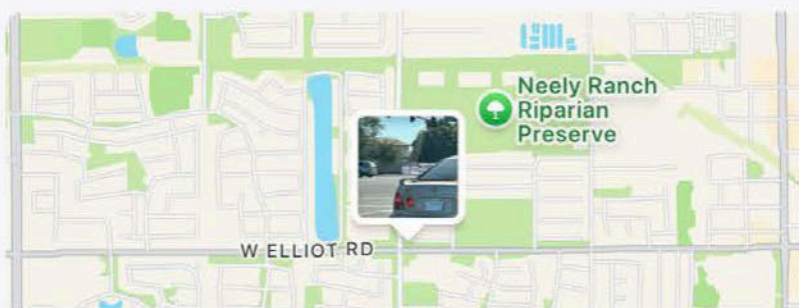
ISO 50

133 mm

0 ev

$f1.5$

1/1159 s



Gilbert >

[Adjust](#)



ITEM III - RTB EXHIBIT 1



Add a Caption

Tuesday • Jul 28, 2026 • 4:44 PM

[Adjust](#)

IMG_3087

Apple iPhone 14

HEIF



Main Camera — 26 mm $f1.5$

12 MP • 3024 × 4032 • 707 KB

VIBRANT

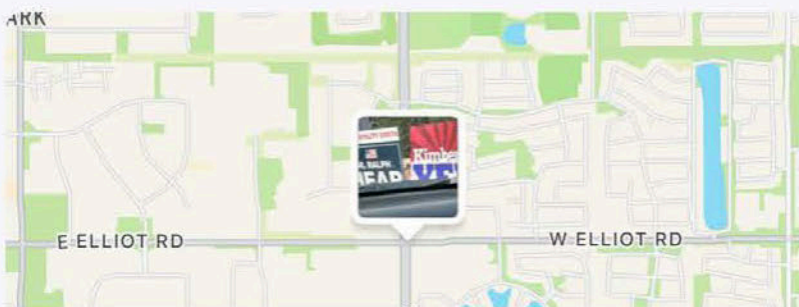
ISO 50

133 mm

0 ev

$f1.5$

1/3077 s



[Gilbert](#) >

[Adjust](#)



ITEM III - RTB EXHIBIT 1



Add a Caption

Tuesday • Jul 28, 2026 • 7:25 PM

[Adjust](#)

📷 IMG_3104

Apple iPhone 14

HEIF



Main Camera — 26 mm $f1.5$

12 MP • 3024 × 4032 • 653 KB

VIBRANT

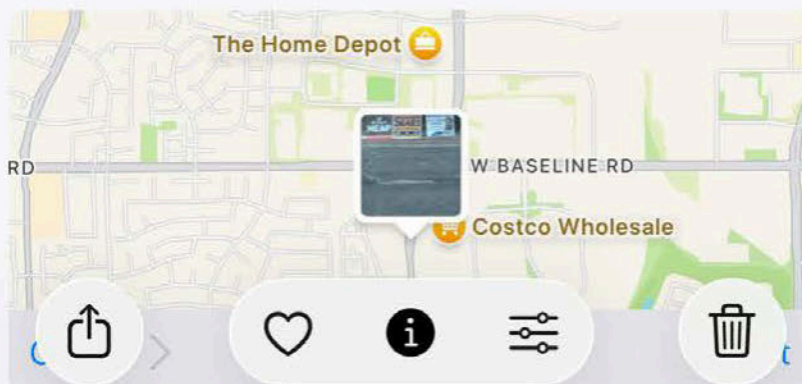
ISO 125

133 mm

0 ev

$f1.5$

1/68 s



ITEM III - RTB EXHIBIT 1



Add a Caption

 Look Up **Place** >

Tuesday • Jul 28, 2026 • 8:11PM

[Adjust](#)

 IMG_3106

Apple iPhone 14

HEIF

Main Camera — 26 mm $f1.5$

12 MP • 3024 × 4032 • 1 MB

VIBRANT

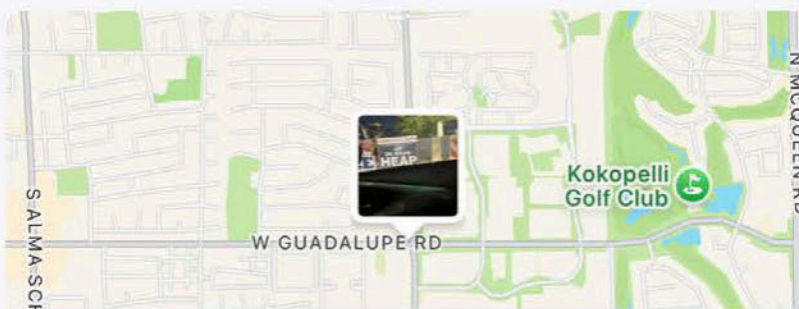
ISO 1250

39 mm

-0.1 ev

$f1.5$

 1.1 s

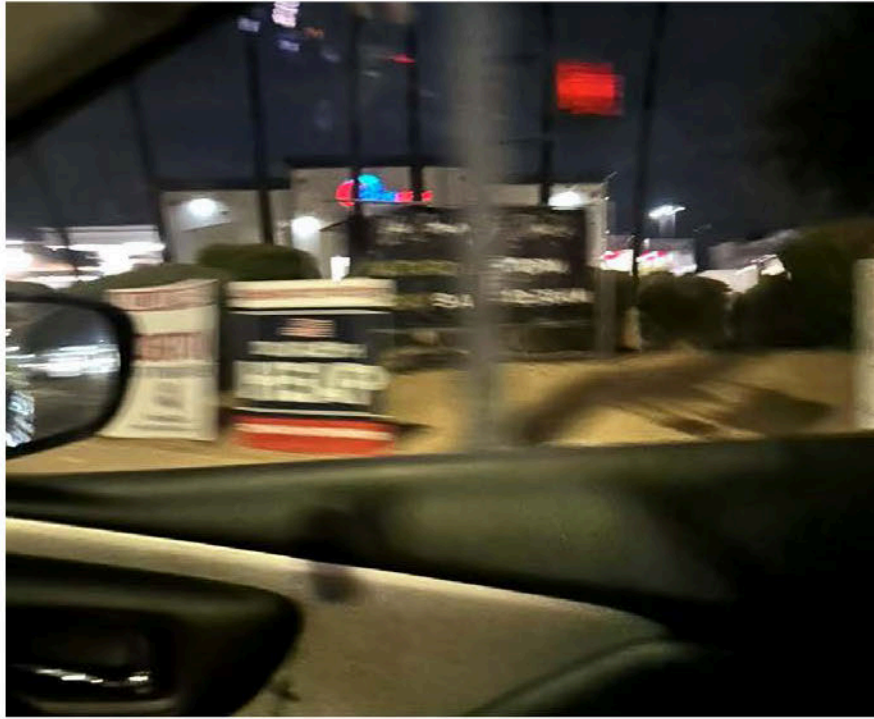


Mesa - Tremaine Park

[Adjust](#)



ITEM III - RTB EXHIBIT 1



Add a Caption

Tuesday • Jul 28, 2026 • 10:00 PM

[Adjust](#)

📁 IMG_3107

Apple iPhone 14

HEIF

Main Camera — 26 mm $f1.5$

12 MP • 3024 × 4032 • 985 KB

VIBRANT

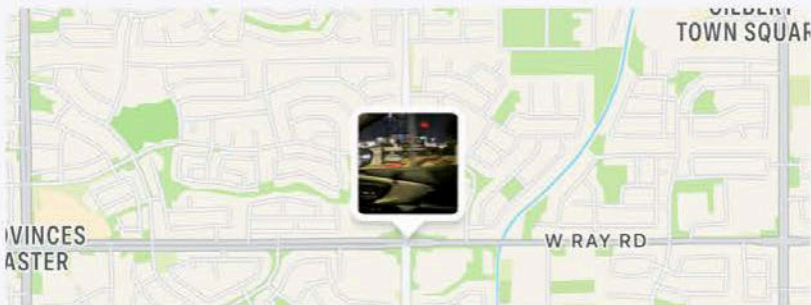
ISO 2500

26 mm

0 ev

$f1.5$

🌙 1.4 s

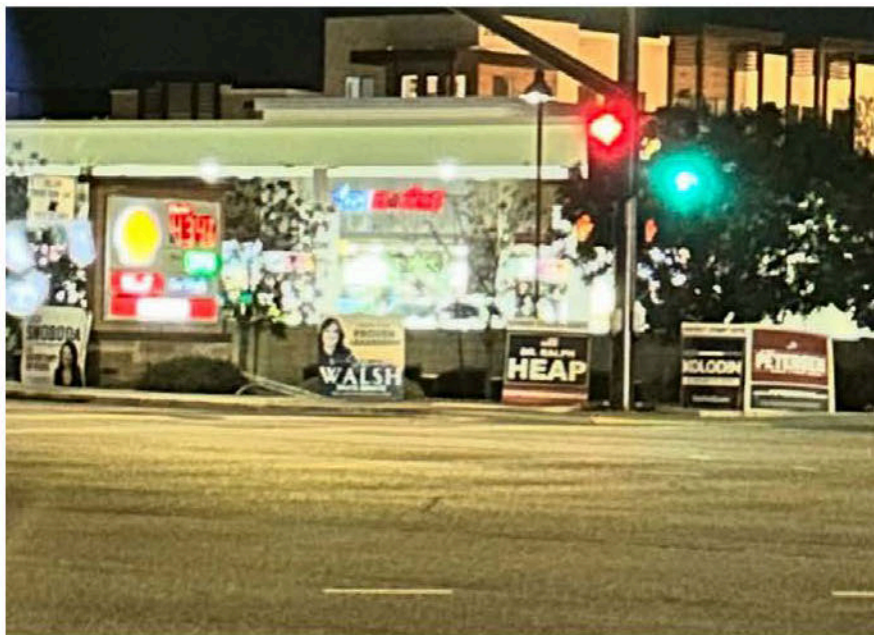


Gilbert - Springs >

[Adjust](#)



ITEM III - RTB EXHIBIT 1



Add a Caption

 Look Up **Place** >

Tuesday • Jul 28, 2026 • 10:20 PM

[Adjust](#)

 IMG_3108

Apple iPhone 14

HEIF

Main Camera — 26 mm $f1.5$

12 MP • 3024 × 4032 • 501 KB

VIBRANT

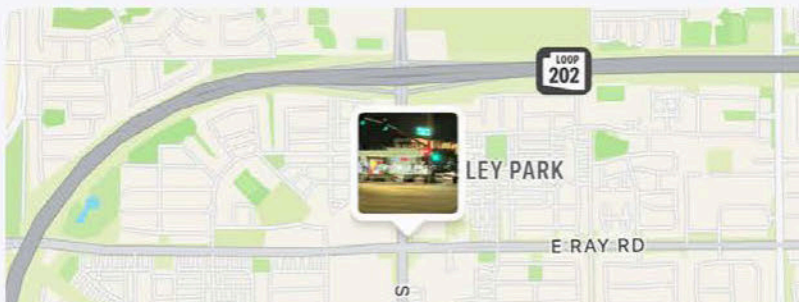
ISO 320

127 mm

-0.1 ev

$f1.5$

 3.3 s

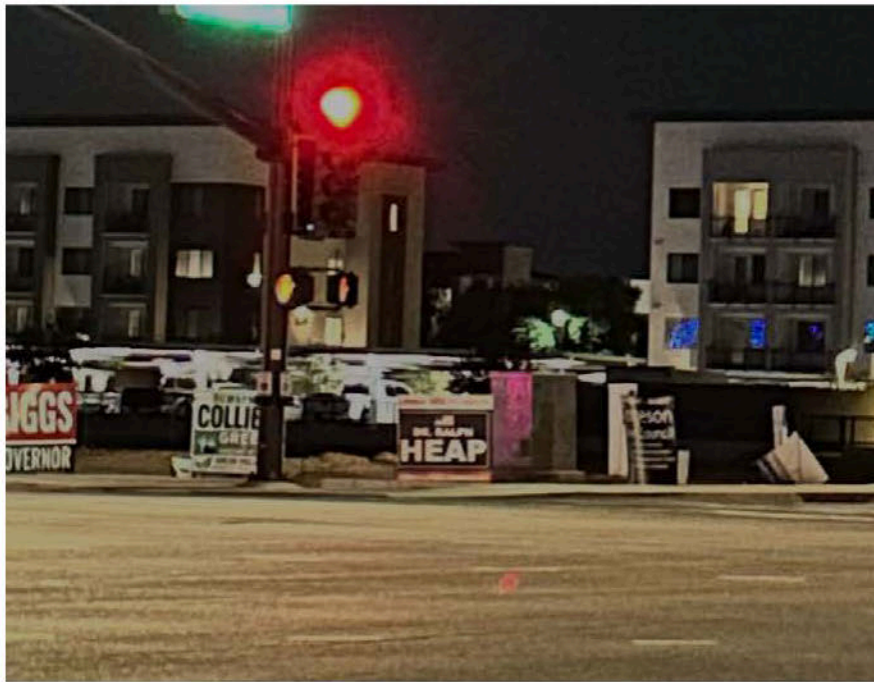


Gilbert >

[Adjust](#)



ITEM III - RTB EXHIBIT 1



Add a Caption

 Look Up **Place** >

Tuesday • Jul 28, 2026 • 10:23 PM

[Adjust](#)

 IMG_3109

Apple iPhone 14

HEIF

Main Camera — 26 mm $f1.5$

12 MP • 3024 × 4032 • 487 KB

VIBRANT

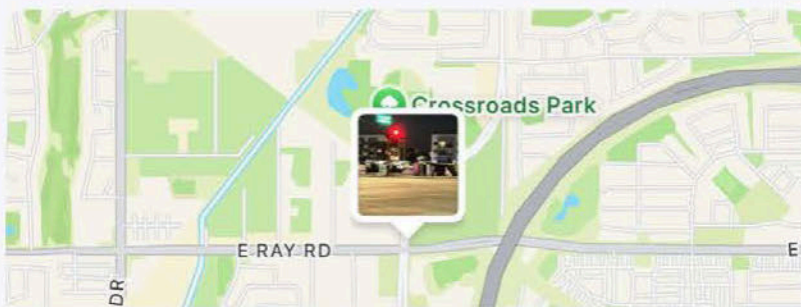
ISO 640

133 mm

-0.1 ev

$f1.5$

 1.3 s



Gilbert >

[Adjust](#)



ITEM III - RTB EXHIBIT 1



Add a Caption

Tuesday • Jul 28, 2026 • 10:27 PM

[Adjust](#)

📁 IMG_4714

Apple iPhone 14

HEIF

Main Camera — 26 mm $f1.5$
12 MP • 4032 × 3024 • 707 KB

ISO 640 | 133 mm | 0 ev | $f1.5$ | 1/33 s

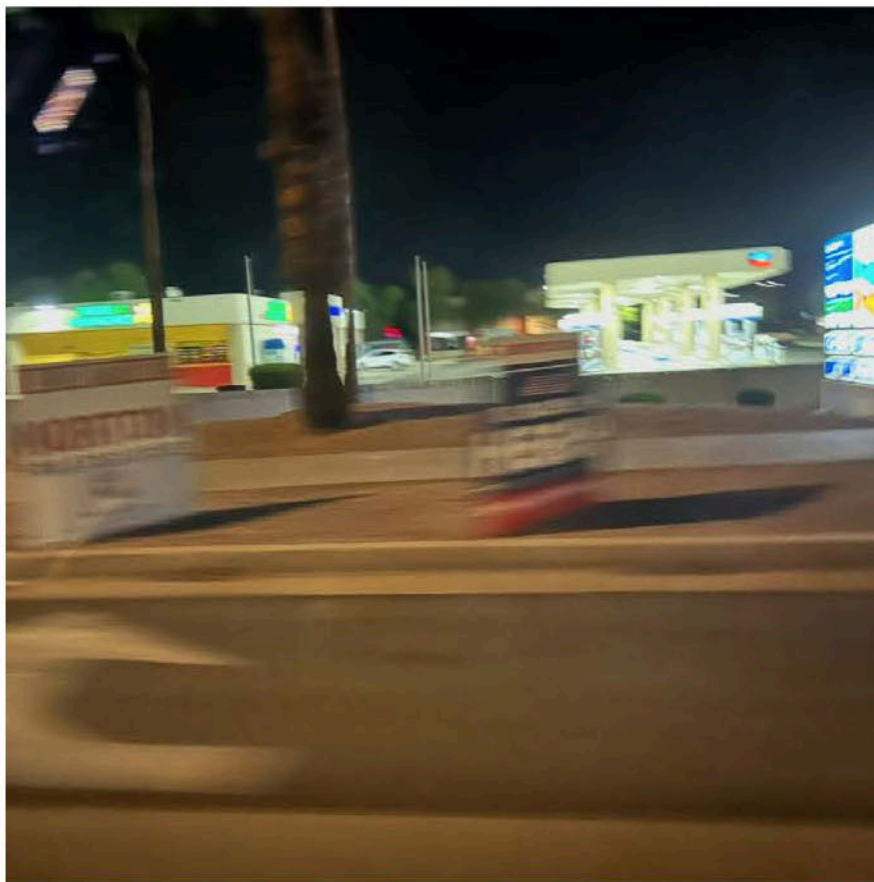
[Add a location...](#)



Shared with you by Evelyn Bahr
in Messages >



ITEM III - RTB EXHIBIT 1



Add a Caption

Tuesday • Jul 28, 2026 • 10:29 PM

[Adjust](#)

📁 IMG_4715

Apple iPhone 14

HEIF

Main Camera — 26 mm $f1.5$
12 MP • 4032 × 3024 • 1.6 MB

ISO 2000 | 26 mm | 0.1 ev | $f1.5$ | 🌙 1.4 s

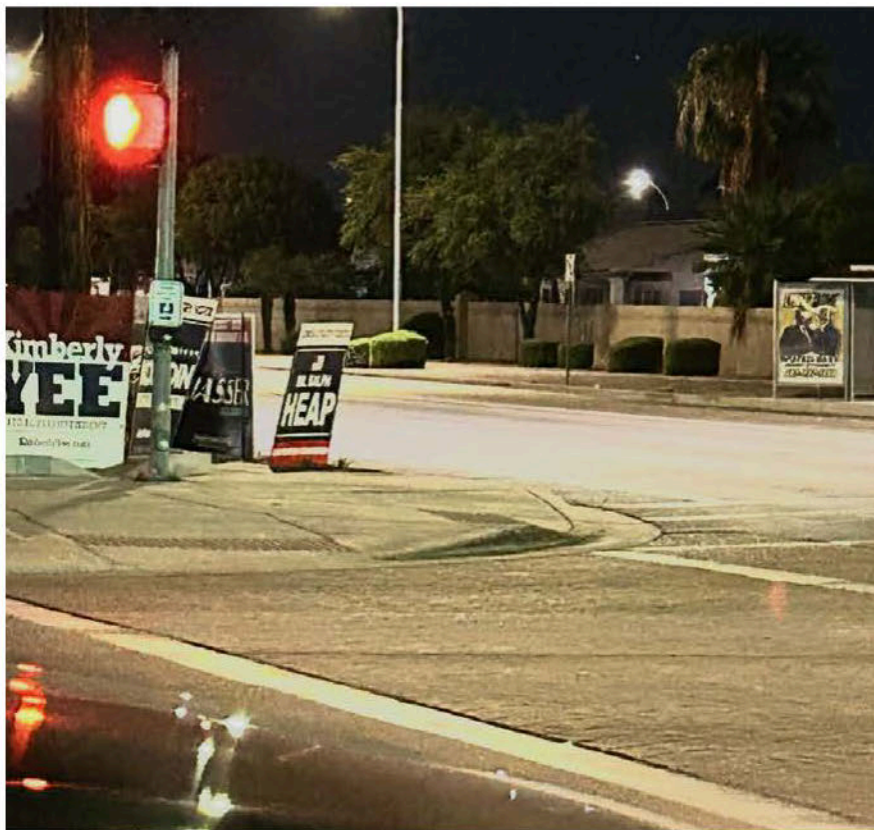
[Add a location...](#)



Shared with you by Evelyn Bahr
in Messages >



ITEM III - RTB EXHIBIT 1



Add a Caption

Tuesday • Jul 28, 2026 • 10:37PM

[Adjust](#)

✓ IMG_3110

Apple iPhone 14

HEIF



Main Camera — 26 mm $f1.5$

12 MP • 3024 × 4032 • 745 KB

VIBRANT

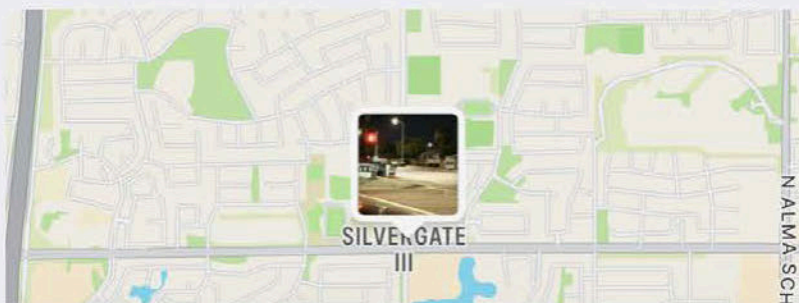
ISO 1000

133 mm

0 ev

$f1.5$

1/28 s



ITEM III - RTB EXHIBIT 1



Add a Caption

Tuesday • Jul 28, 2026 • 10:40 PM

[Adjust](#)

✓ IMG_4717

Apple iPhone 14

HEIF

Main Camera — 26 mm $f1.5$
12 MP • 4032 × 3024 • 1.3 MB

ISO 1000 | 26 mm | 0 ev | $f1.5$ | 1.4 s

[Add a location...](#)



Shared with you by Evelyn Bahr
in Messages >



ITEM III - RTB EXHIBIT 1



Add a Caption

Tuesday • Jul 28, 2026 • 10:43 PM

[Adjust](#)

✓ IMG_3111

Apple iPhone 14

HEIF

Main Camera — 26 mm $f1.5$

12 MP • 3024 × 4032 • 1.2 MB

VIBRANT

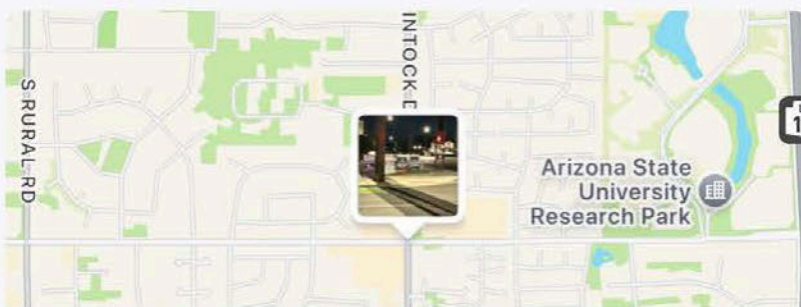
ISO 640

77 mm

0 ev

$f1.5$

1/30 s

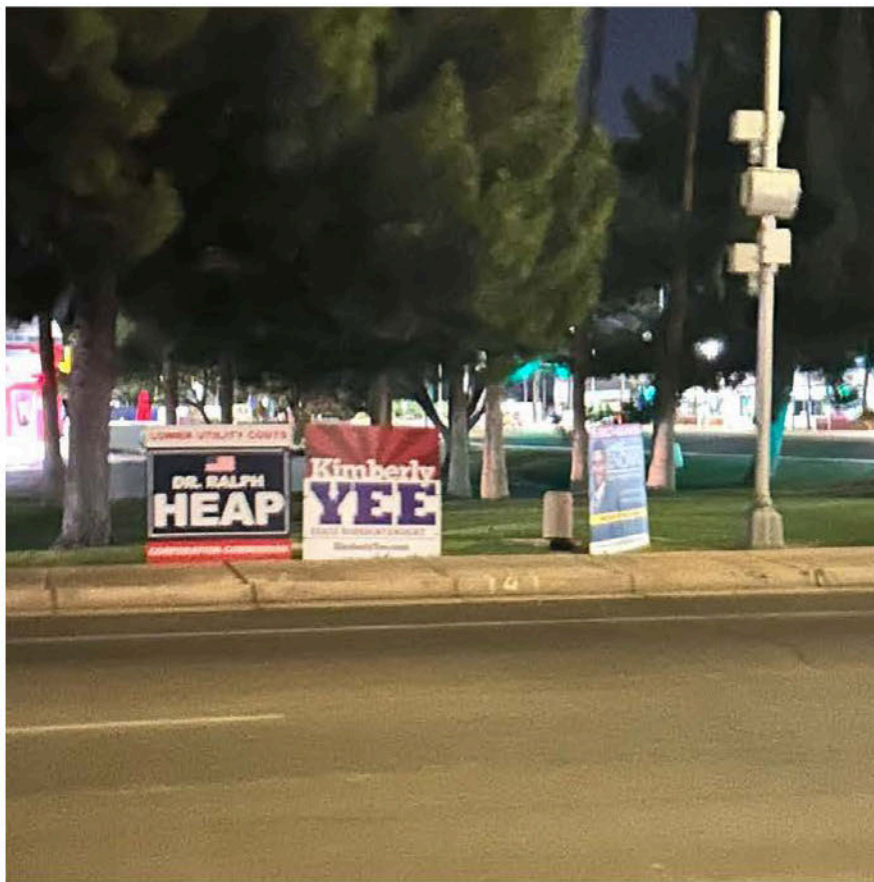


Tempe - Corona Del Sol

[Adjust](#)



ITEM III - RTB EXHIBIT 1



Add a Caption

Tuesday • Jul 28, 2026 • 10:56 PM

[Adjust](#)

📁 IMG_3112

Apple iPhone 14

HEIF

Main Camera — 26 mm $f1.5$

12 MP • 3024 × 4032 • 1.1 MB

VIBRANT

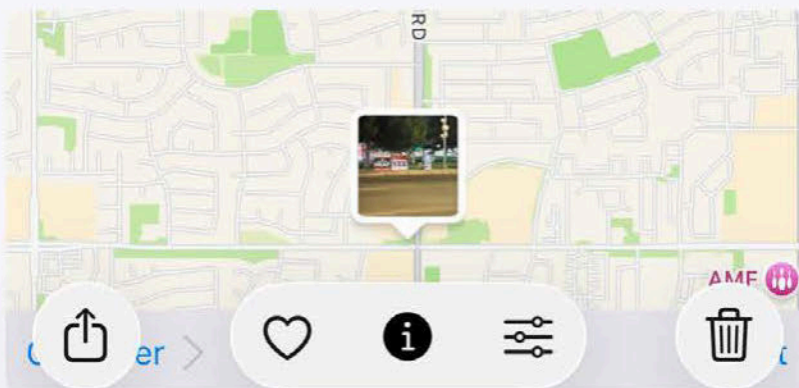
ISO 1600

50 mm

0 ev

$f1.5$

🌙 1.1 s



ITEM III - RTB EXHIBIT 1



Add a Caption

Tuesday • Jul 28, 2026 • 10:59 PM

[Adjust](#)

✓ IMG_3113

Apple iPhone 14

HEIF



Main Camera — 26 mm $f1.5$

12 MP • 3024 × 4032 • 707 KB

VIBRANT

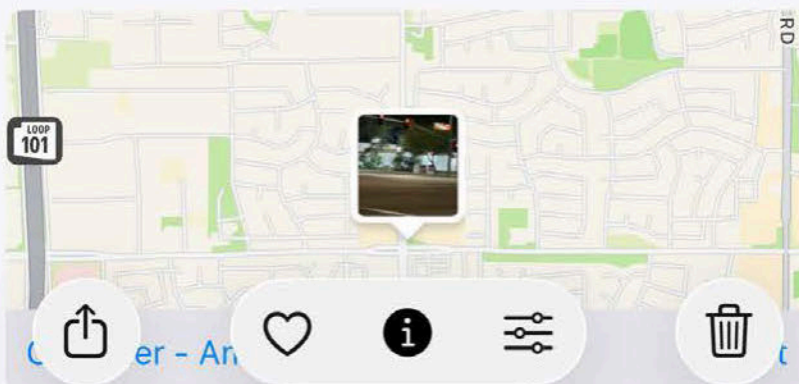
ISO 800

133 mm

0 ev

$f1.5$

1/30 s







ITEM III - RTB EXHIBIT 1







ITEM III - RTB EXHIBIT 1













ITEM III - RTB EXHIBIT 1





116



ITEM III - RTB EXHIBIT 1



ITEM III - RTB EXHIBIT 1











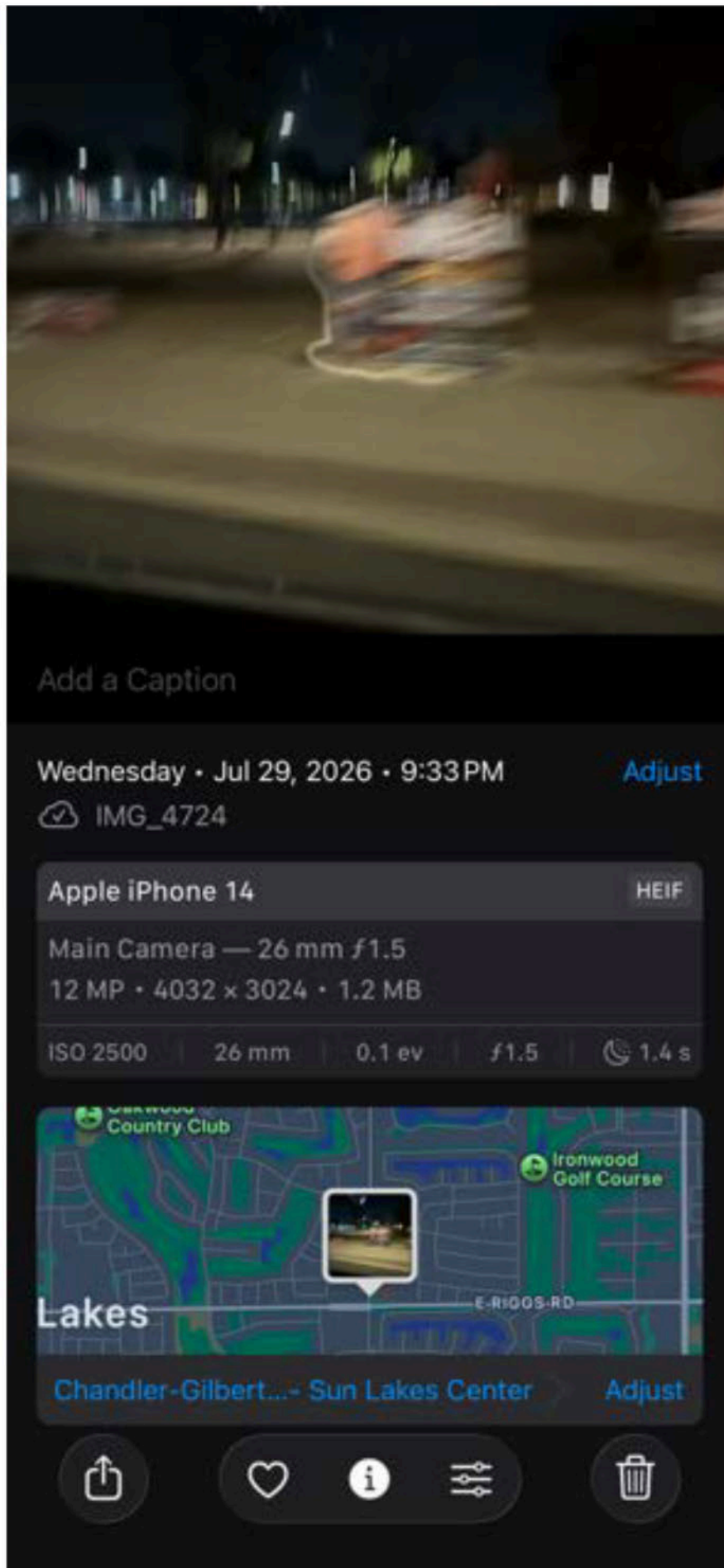




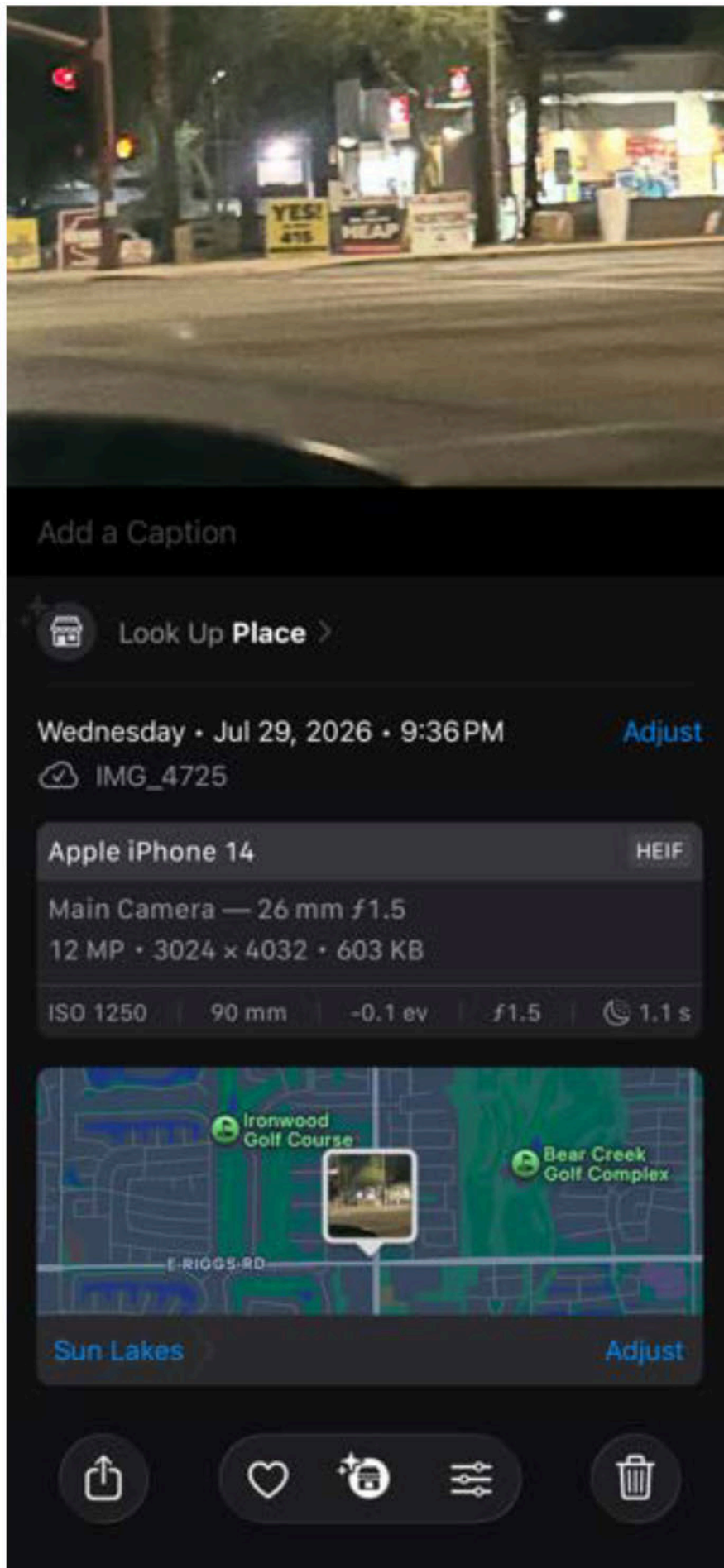




ITEM III - RTB EXHIBIT 1



ITEM III - RTB EXHIBIT 1

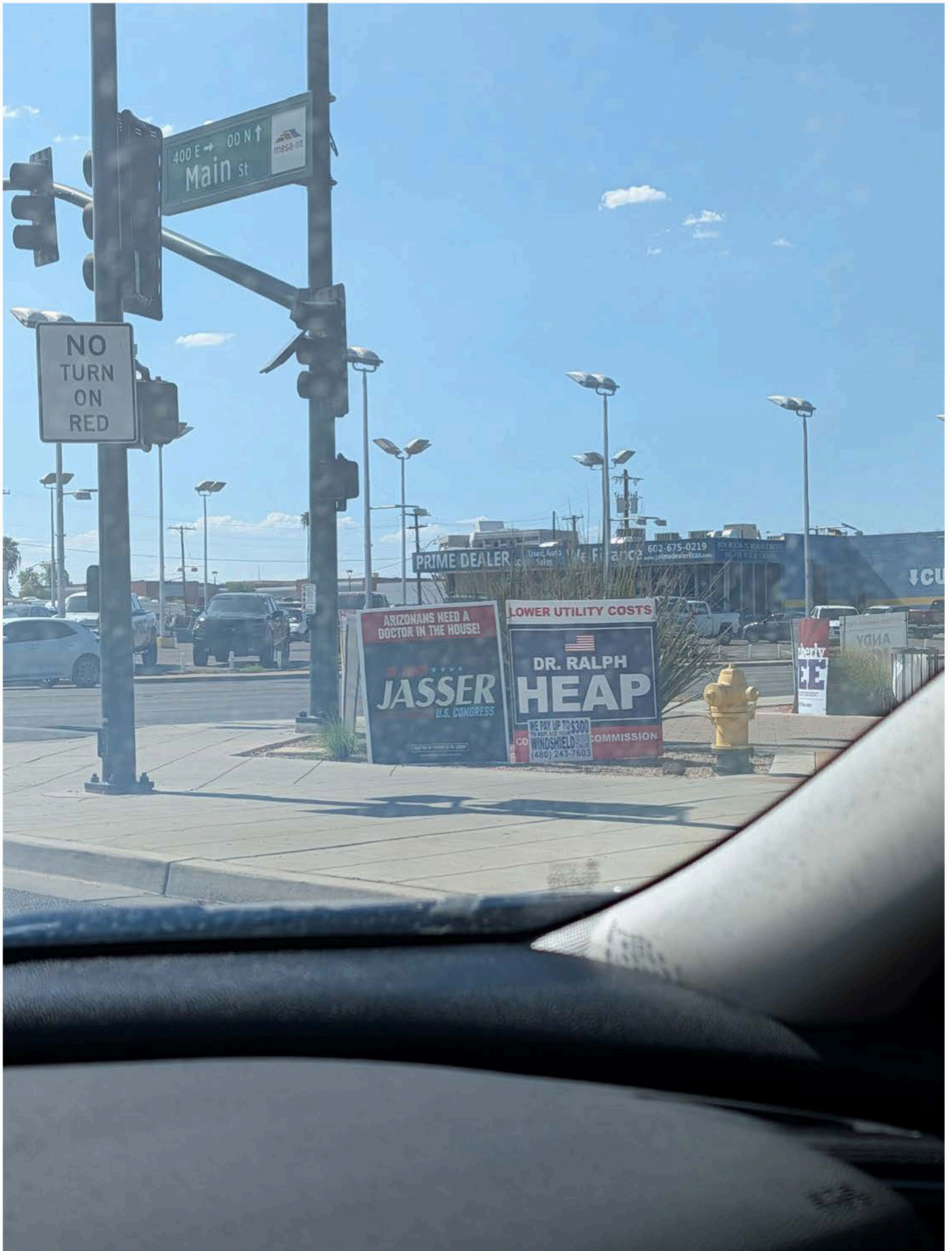


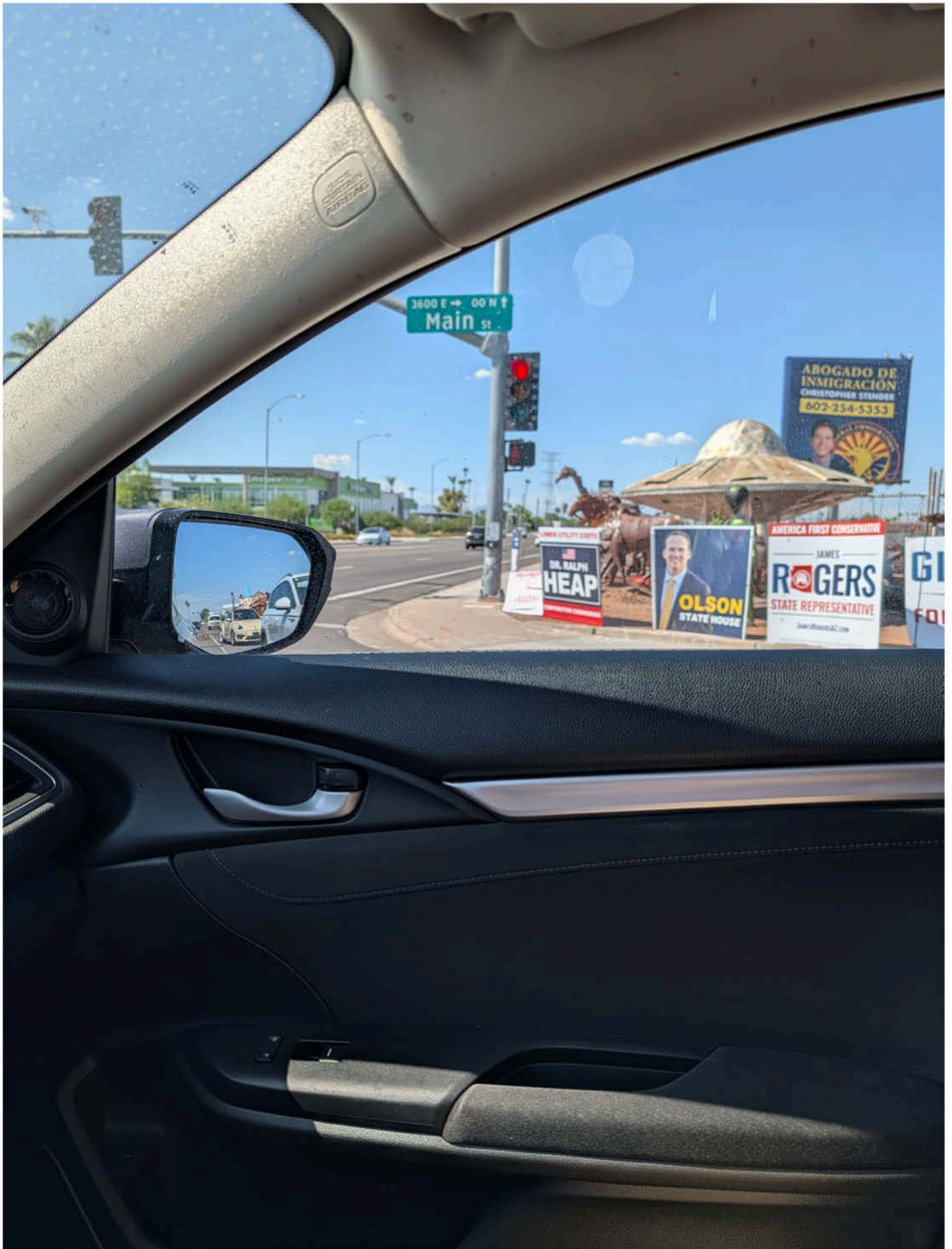


ITEM III - RTB EXHIBIT 1





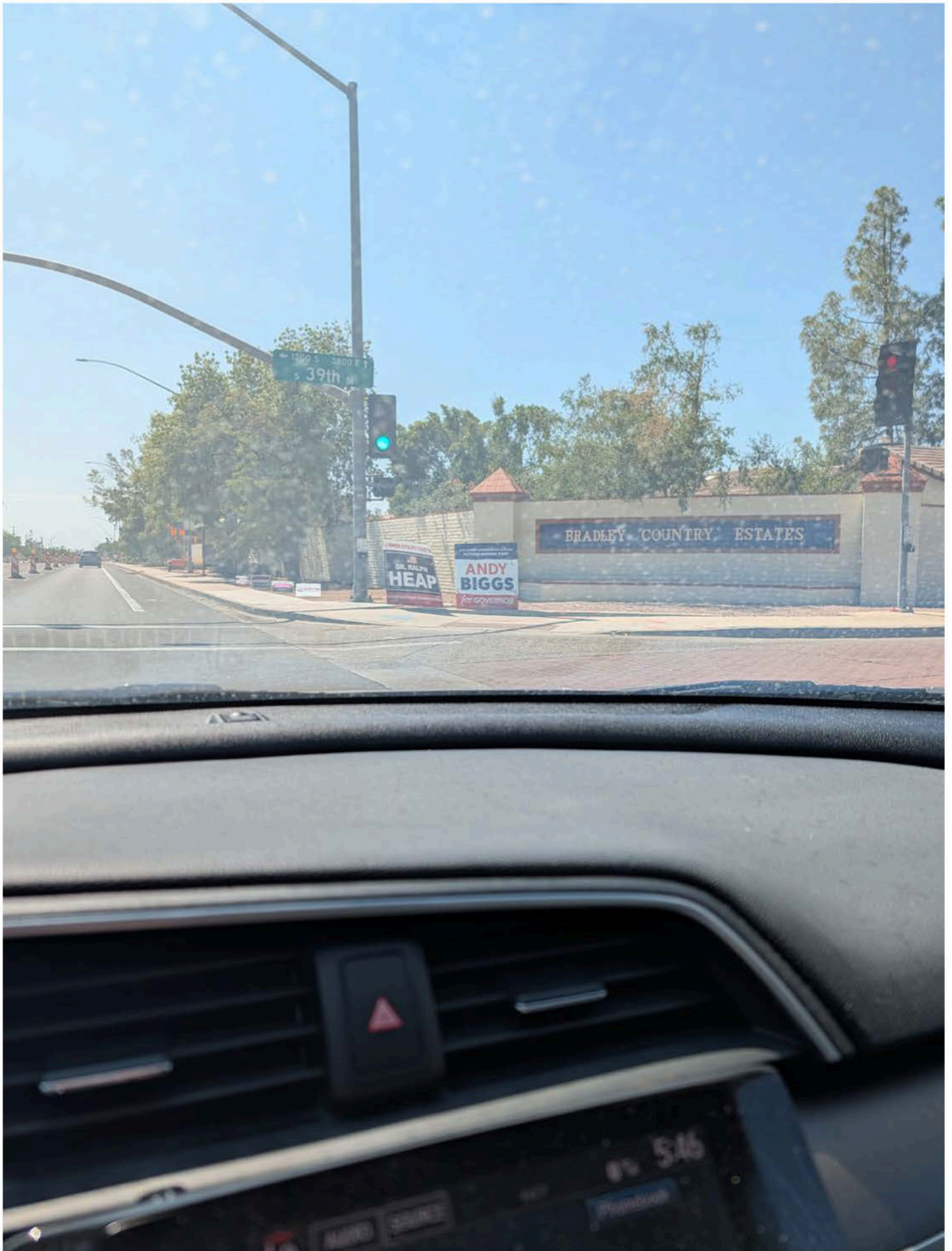


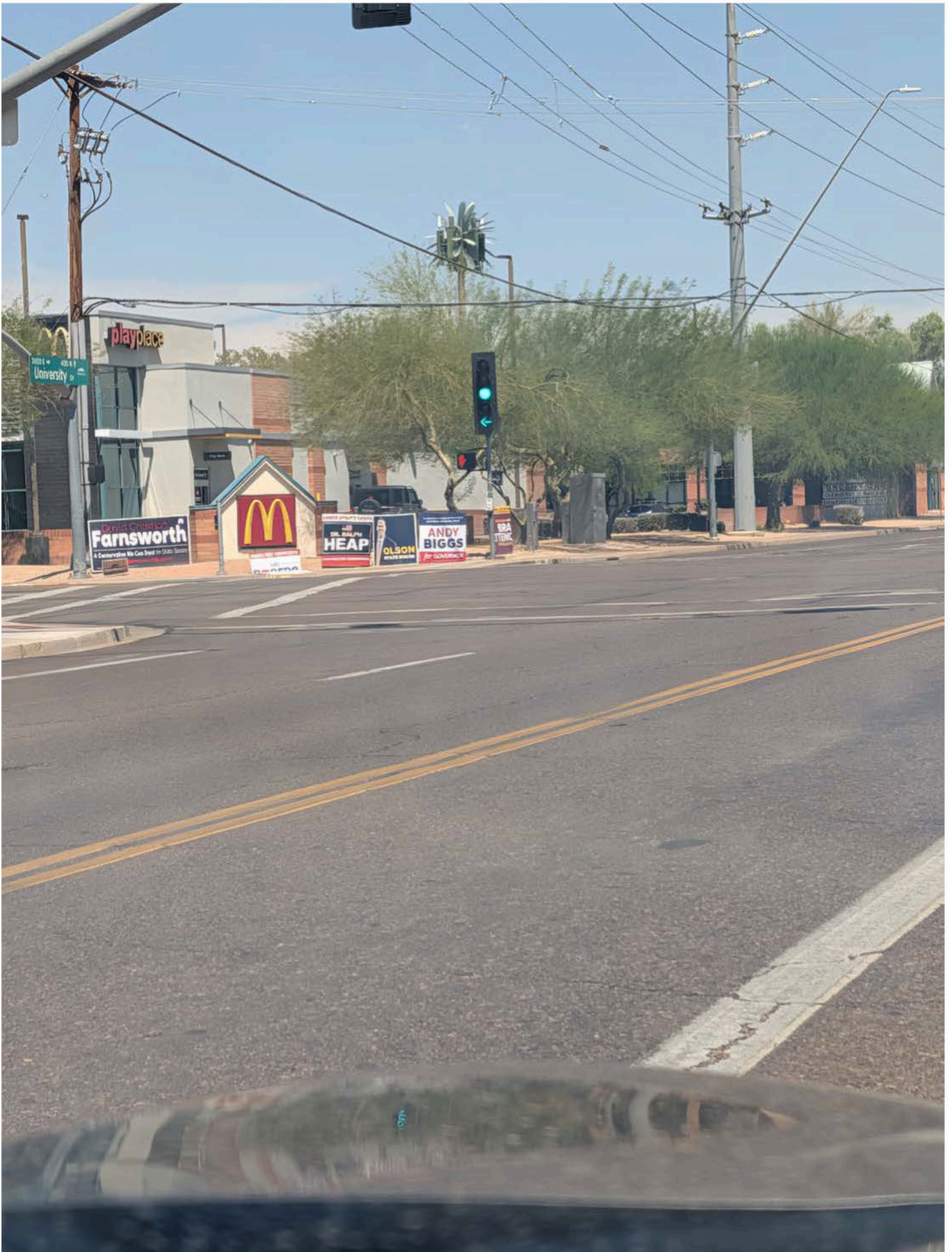
















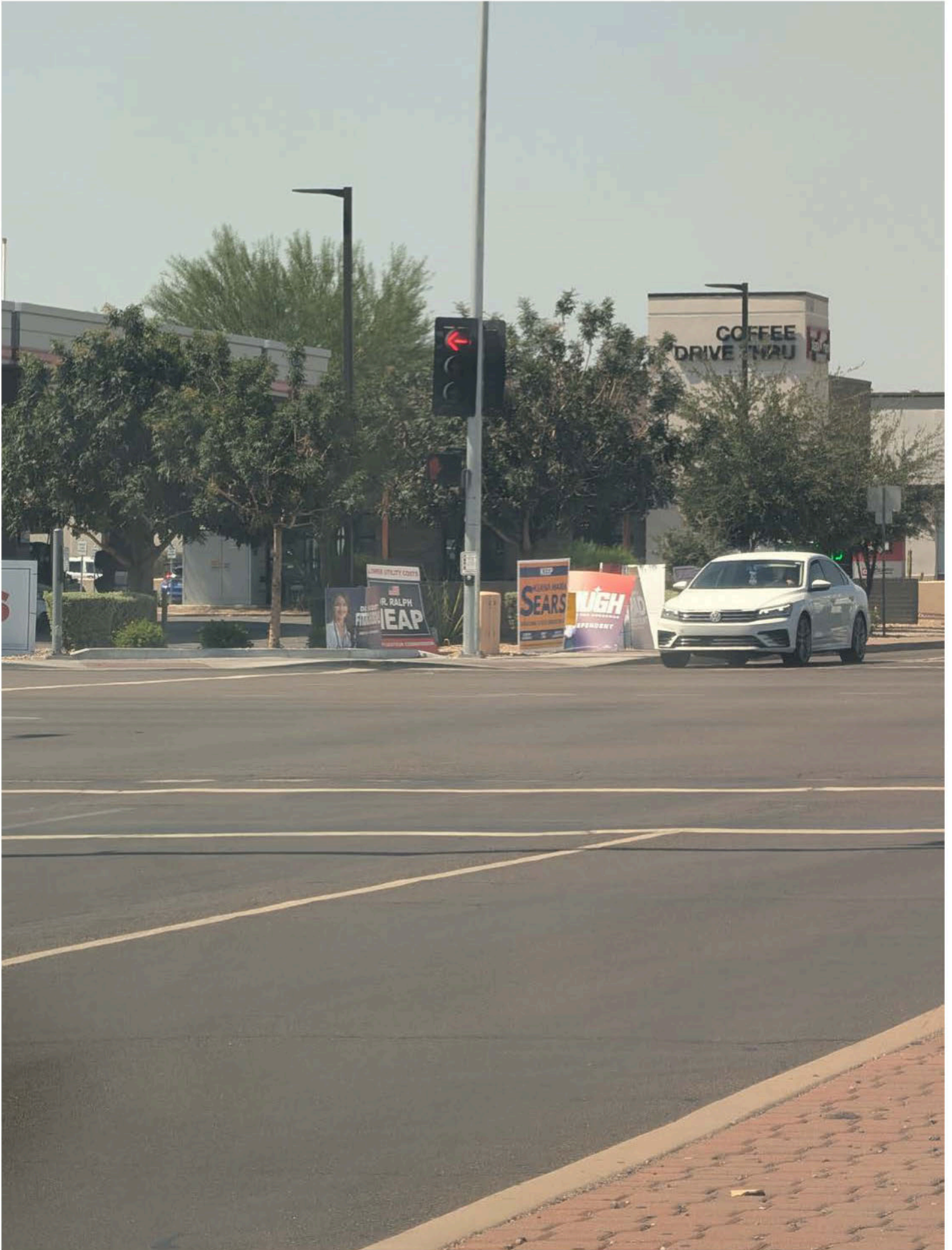




















151

ITEM III - RTB EXHIBIT 1



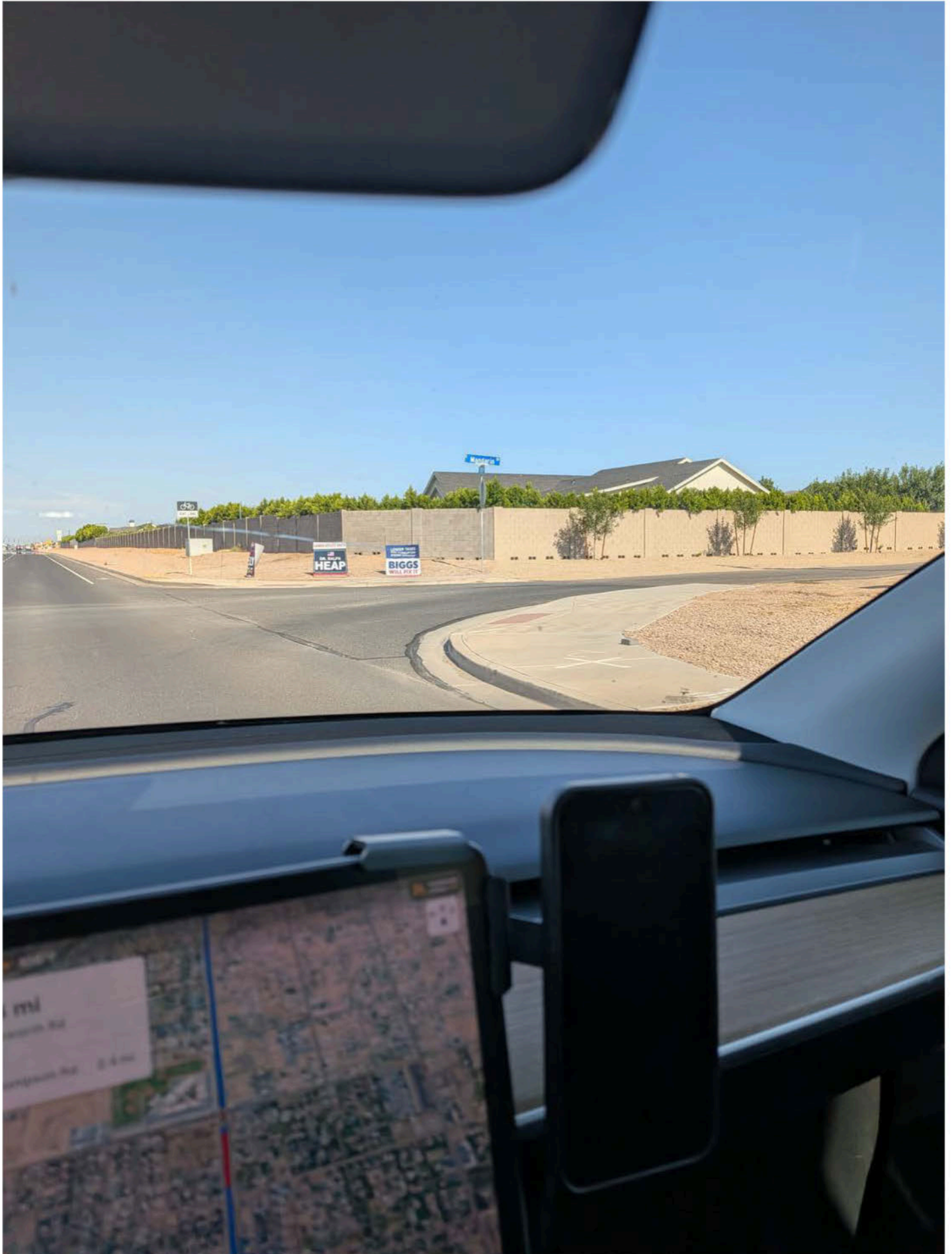
152

ITEM III - RTB EXHIBIT 1



153

ITEM III - RTB EXHIBIT 1



ITEM III - RTB EXHIBIT 1



155



ITEM III - RTB EXHIBIT 1



157



ITEM III - RTB EXHIBIT 1



ITEM III - RTB EXHIBIT 1



ITEM III - RTB EXHIBIT 1



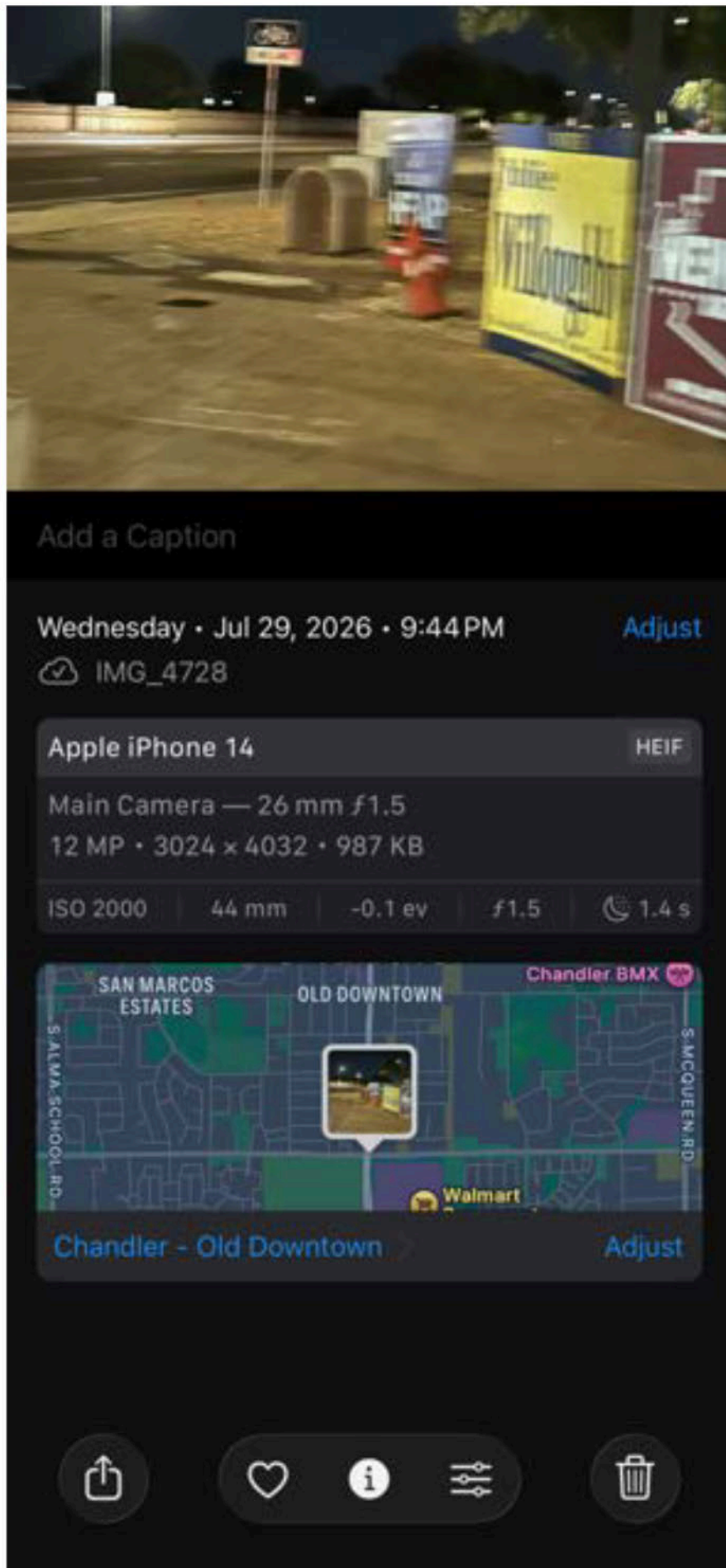


162





ITEM III - RTB EXHIBIT 1



ITEM III - RTB EXHIBIT 1



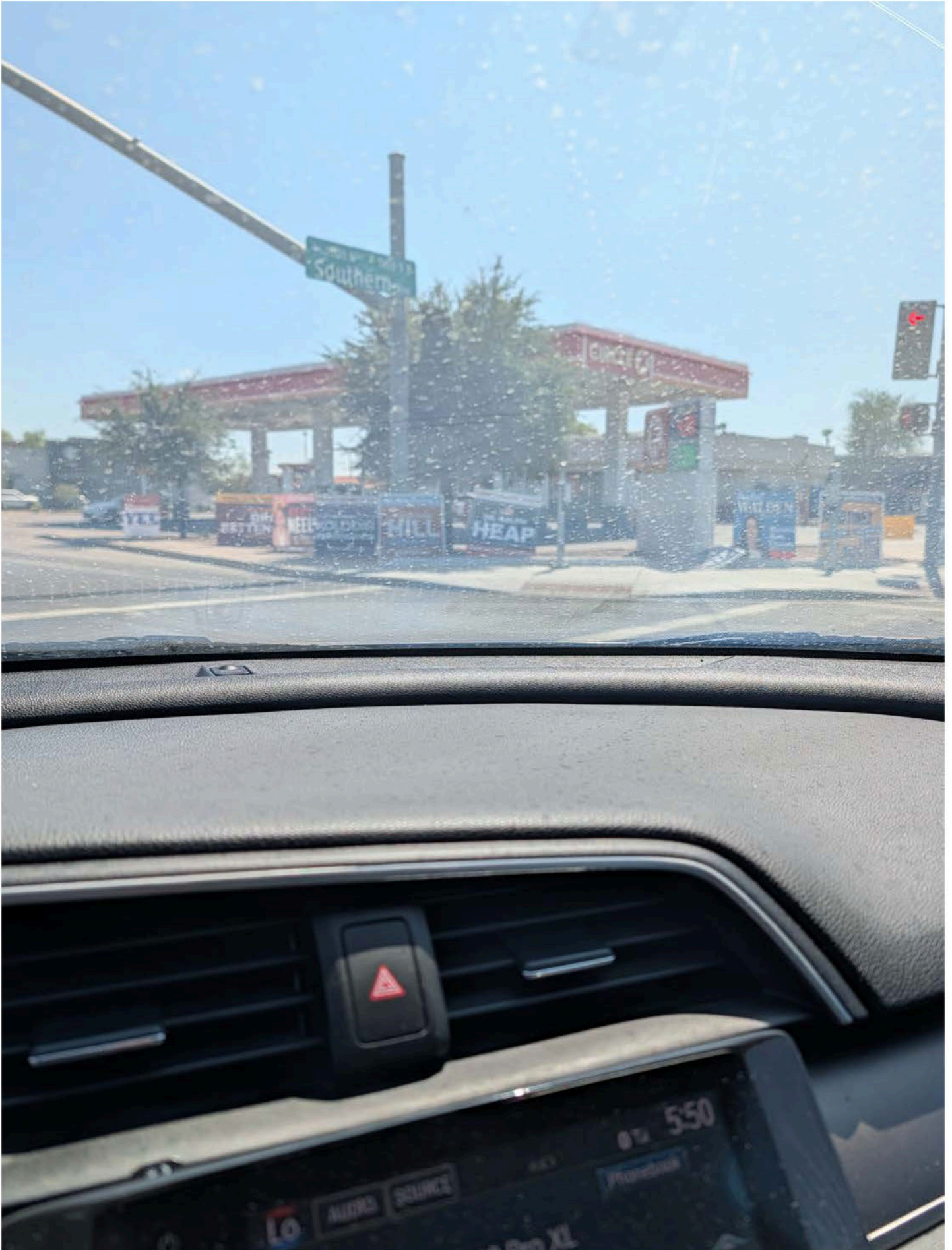
166



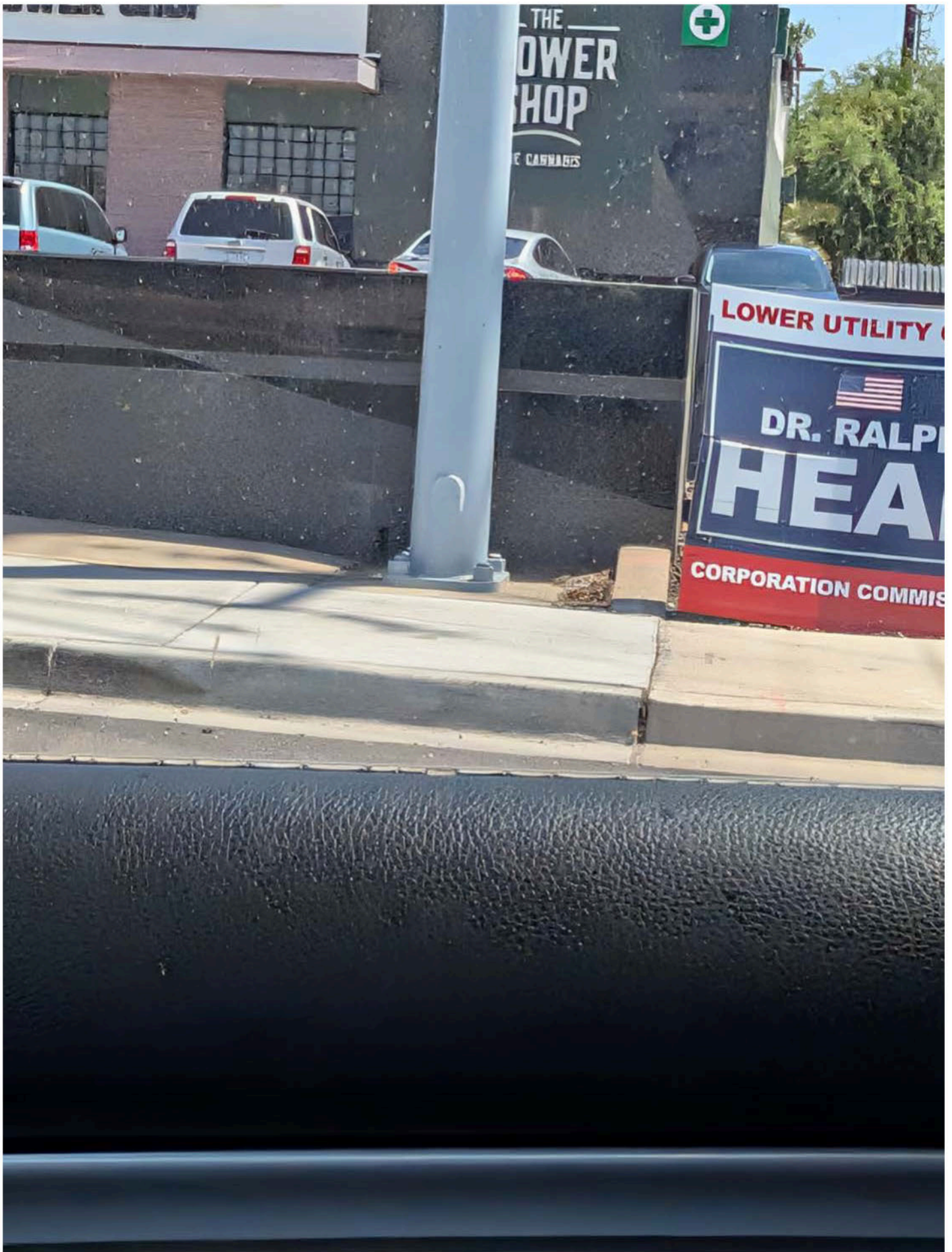




ITEM III - RTB EXHIBIT 1

















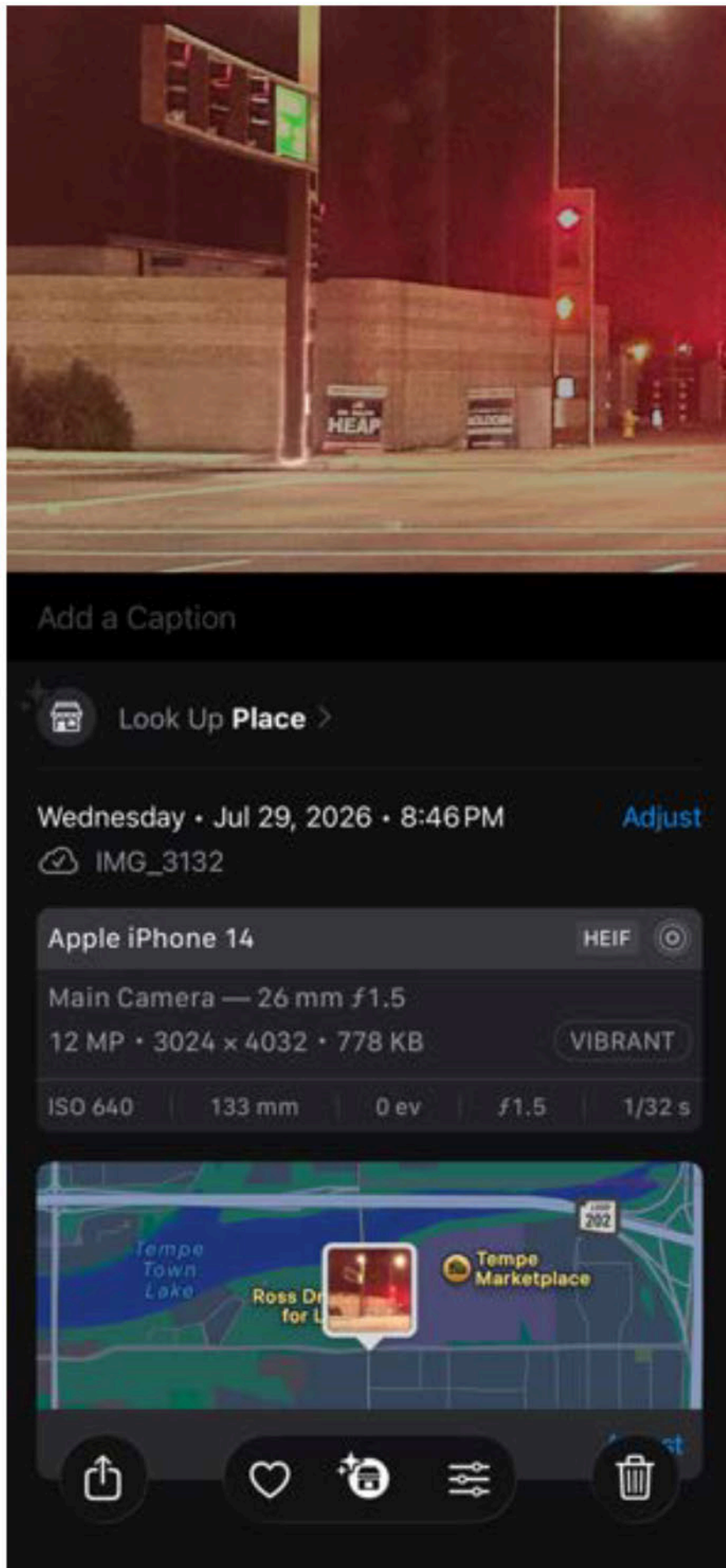








ITEM III - RTB EXHIBIT 1



ITEM III - RTB EXHIBIT 1





Citizens Clean Election Commission
Attn: Thomas M. Collins, Executive Director
1110 West Washington Street, Suite 250
Phoenix, Arizona 85007
ccec@azcleanelections.gov

Re: MUR 2026-06 (In re Ralph Heap, Candidate for Arizona Corporation Commission)

Dear Executive Director Collins:

I am writing to provide information in connection with the above-referenced complaint, which may be material to your assessment pursuant to Ariz. Admin. Code R2-20-206 of whether there is reason to believe the Respondent has violated a controlling statute or regulation.

My understanding is that the complaint alleges that Ralph Heap, who is running for the Arizona Corporation in the November 3, 2026 general election and has qualified as a participating candidate, failed to disclose disbursements for, and/or used unlawful funding sources to purchase, road signs promoting his candidacy.

In that vein, please be advised that Mr. Heap represented to me verbally on July 7, 2026 that he had procured one thousand signs for his campaign. He did not indicate how or from whom he received the resources necessary to finance this acquisition.

To the extent you cannot accept this submission within the confines of the MUR 2026-06 matter, please consider this letter a standalone complaint pursuant to Ariz. Admin. Code R2-20-203. Because the \$644.47 that Mr. Heap's campaign committee has reported it spent on campaign signs does not plausibly approximate the fair market value of one thousand signs, there is reason to believe that Mr. Heap (1) failed to disclose contributions and expenditures, in violation of Ariz. Rev. Stat. §§ 16-941(C)(2) and 16-948(C); (2) accepted contributions from prohibited sources or in unlawful amounts, in violation of Ariz. Rev. Stat. §§ 16-941(A)(1) and 16-945(A); and/or (3) spent personal monies in excess of the ceiling prescribed by Ariz. Rev. Stat. § 16-941(A)(2).

Thank you for your attention to this matter.

Respectfully submitted,



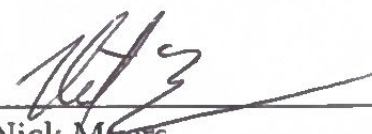
Nick Myers
4420 West Bush Bean Way
San Tan Valley, Arizona 85144

VERIFICATION

State of Arizona)
) ss.
County of ~~Maricopa~~ Pinal)

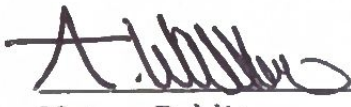
I, Nick Myers, certify that I have read the foregoing complaint and know the contents thereof by personal knowledge. I know the allegations of the complaint to be true, except the matters therein on information and belief, which I believe to be true.

Signed under penalty of perjury this 31 day of July, 2026.



Nick Myers

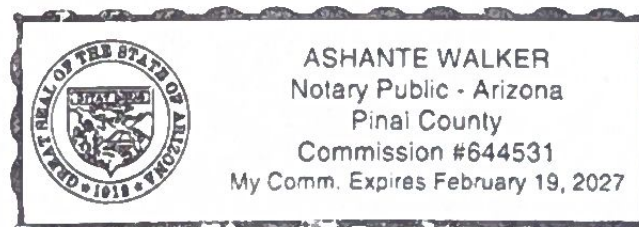
Subscribed and sworn to before me this 31st day of July, 2026.



Notary Public

My Commission Expires:

02-19-27



Timothy A. La Sota, PLLC
2198 E. Camelback Rd., Suite 305
Phoenix, Arizona 85016
P 602-515-2649
tim@timlasota.com

August 7, 2026

Via hand delivery to:

Mr. Thomas Collins
Executive Director
Arizona Citizens Clean Elections Commission
1110 W. Washington Street, Suite 250
Phoenix, Arizona 85007

Re: MUR-26-06

Dear Mr. Collins:

As you know, this firm represents Dr. Ralph Heap in connection with MUR-26-06. In my previous communication, I indicated that I was still investigating the allegations raised in the complaint filed by Ms. Lisa Everett. This letter sets forth our response. In short, the complaint is without legal merit and should be dismissed.

I. Summary of the Complaint

Ms. Everett's complaint alleges that Dr. Heap's campaign placed a number of political signs in advance of the July 21, 2026 primary election but that his campaign finance reports did not reflect an expenditure for those signs. It is true that campaign signs were placed supporting Dr. Heap's candidacy for Corporation Commission and that his campaign finance reports do not yet reflect an expenditure for those signs. But there is no violation of law. As set forth below, the signs were provided to the campaign by Mesa Sign Shop as a lawful extension of credit in the ordinary course of that company's business. Under Arizona law, this extension of credit is neither a contribution to Dr. Heap's campaign nor an expenditure by his campaign until such time as payment is made.

ITEM III - EXHIBIT 3

II. The Applicable Statutory Framework

Arizona law expressly exempts extensions of credit from the definitions of both “contribution” and “expenditure.” A.R.S. § 16-911(B)(6)(d) provides that the following is not a “contribution” under Title 16:

The value of any of the following to a committee . . . (d) An extension of credit for goods and services on a committee’s behalf by a creditor if the terms are substantially similar to extensions of credit to nonpolitical debtors that are of similar risk and size of obligation. The creditor must make a commercially reasonable attempt to collect the debt, except that if an extension of credit remains unsatisfied by the committee after six months the committee is deemed to have received a contribution but the creditor is not deemed to have made a contribution.

The sister provision, A.R.S. § 16-921(B)(4)(d), provides an identical exemption from the definition of “expenditure”:

The value of any of the following to a committee . . . (d) An extension of credit for goods and services on a committee’s behalf by a creditor if the terms are substantially similar to extensions of credit to nonpolitical debtors that are of similar risk and size of obligation. The creditor must make a commercially reasonable attempt to collect the debt, except that if an extension of credit remains unsatisfied by the committee after six months the committee is deemed to have received a contribution but the creditor is not deemed to have made a contribution.

These provisions establish that a legitimate commercial extension of credit does not constitute a contribution or expenditure unless and until it remains unsatisfied after six months.

III. Application to Dr. Heap’s Campaign Signs

The attached affidavit of Jim Torgeson, the principal and owner of Mesa Sign Shop, establishes that every element of the statutory exemption is satisfied here.

A. The Credit Was Extended in the Ordinary Course of Business

Mr. Torgeson has owned and operated Mesa Sign Shop for many years. The shop prints a large volume of signs for a wide variety of clients, including political candidates from both major parties, government agencies, businesses, churches, schools, and other non-political entities. Mr. Torgeson's standard business practice—for both political and non-political clients he considers creditworthy—is to print signs, make them available for pickup, and invoice the client after completion. This is the same practice he follows for the majority of his established clients, regardless of whether the order is political in nature. Mesa Sign Shop's extension of credit to Dr. Heap's campaign was entirely consistent with its ordinary course of business.

B. The Terms Are Substantially Similar to Those Extended to Nonpolitical Debtors of Similar Risk and Size and the Signs Were Provided at Full Fair Market Value

Mr. Torgeson attests that he extends the same credit terms to Dr. Heap as he extends to other clients of comparable creditworthiness and order size—political and non-political alike. He currently has a large, non-political institutional client that has not paid for signs delivered over four months ago. He has numerous other clients, both political and non-political, with invoices outstanding for two to four months. Mr. Torgeson applies the same creditworthiness assessment to all clients. There is nothing preferential or unusual about the credit extended to Dr. Heap's campaign.

Mr. Torgeson confirms that Dr. Heap has received no special treatment on terms of payment or pricing. Others similarly situated were afforded the same things.

C. Collection Efforts Are Not Yet Required

Mr. Torgeson states that Dr. Heap's invoice remains within the normal payment window that he extends to clients of similar creditworthiness and order size. He does not consider payment overdue, and he has not commenced collection efforts because the account is not delinquent under his standard business terms. The statute requires only that the creditor make a "commercially reasonable attempt to collect the debt"—it does not require that collection efforts begin before the debt is even due. The six-month statutory period has not elapsed, and Dr. Heap remains in good standing under Mesa Sign Shop's standard terms.

D. No Coordination Occurred Beyond an Arm's-Length Commercial Transaction

Mr. Torgeson further attests that at no time did Dr. Heap, his campaign committee, or any agent of his campaign direct, coordinate, or consult with him regarding the content, design, placement, or distribution of the signs. Mr. Torgeson's sole involvement was as a commercial vendor providing printing services in the ordinary course of his business. The campaign placed an order, the order was fulfilled, and the invoice will be paid in the normal course, just as other persons and entities who utilize Mesa Sign Shop are allowed to do—nothing more.

IV. The Commission's Administrative Rules Cannot Override the Statute

The Commission may contend that its administrative rules require candidates to report expenditures as of the date a “promise” is made to pay for an item. See Arizona Administrative Code R2-20-110(A)(3), (B)(1). To the extent these rules conflict with the statute, they are without legal effect. An agency regulation “is of no effect to the extent that it conflicts with the proper interpretation of a statute.” *Pima Cmty. Coll. v. Ariz. Dep't of Econ. Sec.*, 148 Ariz. 302, 304, 714 P.2d 472, 474 (App. 1986); see also *Dioguardi v. Superior Court*, 184 Ariz. 414, 417, 909 P.2d 481, 484 (App. 1995) (an appellate court will strike down an agency rule that “would defeat the legislative purpose”); *Leach v. Hobbs*, 250 Ariz. 572, 576 (2021) (a regulation that contravenes a statute's purpose does not have the force of law); A.R.S. § 41-1030(A) (a rule is “invalid unless it is consistent with statute [and] reasonably necessary to carry out the purpose of the statute”).

The statutory provisions at issue—now codified at A.R.S. §§ 16-911(B)(6)(d) and 16-921(B)(4)(d)—preceded the enactment of the Arizona Citizens Clean Elections Act. Arizona law has long recognized that ordinary commercial extensions of credit do not constitute contributions or expenditures. See A.R.S. § 16-901(5)(b)(xii) (1998). Had the drafters of the Clean Elections Act intended to abrogate this longstanding principle, they could have done so expressly. They did not. Cf. *State v. Bonillas*, 197 Ariz. 96, 97 ¶ 5 (App. 1999) (courts “presume that the legislature is aware of the existing case law and that, if it revises a statute and retains the language on which we have based our decisions, the legislature agrees with our interpretation of the statute”).

Moreover, the Commission's recent efforts to expand its regulatory authority beyond what the statutes authorize have been rejected by the courts. See *The Power of Fives v. Arizona Clean Elections Commission*, Maricopa County Superior Court Case No. CV2021-015826 (May 11, 2026) (holding that the Commission's attempt to expand its

regulatory reach by broadening a definition through administrative rulemaking was “ineffective”).

V. The Extension-of-Credit Exemption Is Not Surplusage

If a standard commercial extension of credit were treated as either a loan or an in-kind contribution, the specific statutory provisions at A.R.S. §§ 16-911(B)(6)(d) and 16-921(B)(4)(d) would be rendered mere surplusage. The Legislature clearly did not intend for an ordinary extension of credit to be treated as a “loan” within the meaning of A.R.S. § 16-901(11)(d).¹ The extension-of-credit provisions are distinct and highly specific: the transaction is not a gift, not a loan, and not a contribution or expenditure until either (1) it is paid, at which point it becomes a reportable expenditure, or (2) six months elapse without payment, at which point it is deemed a contribution by operation of law. Neither condition has been met here.

The policy rationale for this provision is sound. If every extension of credit were treated as an in-kind contribution, then every candidate who receives goods or services from a commercial vendor without prepaying—a routine and unavoidable aspect of campaign operations—would potentially violate contribution limits or, in the case of corporate vendors, the constitutional prohibition on corporate contributions. See Ariz. Const., Art. XIV, § 18; A.R.S. § 16-1022(A). The Legislature enacted §§ 16-911(B)(6)(d) and 16-921(B)(4)(d) precisely to avoid this untenable result, subject to the safeguards of the six-month limitation, the commercially reasonable collection requirement, and the substantially-similar-terms condition.

VI. Dr. Heap’s Reports Are Accurate

Because the extension of credit to Dr. Heap’s campaign satisfies every element of §§ 16-911(B)(6)(d) and 16-921(B)(4)(d), the signs do not constitute a contribution to or expenditure by the campaign at this time. Dr. Heap’s campaign finance reports are not inaccurate. The signs will be reflected as an expenditure when payment is made—which is precisely how the statute contemplates such transactions should be reported.

To the extent the Commission’s administrative rules create a preferred form of reporting for extensions of credit that have not yet been paid, Dr. Heap is willing to amend his filings to reflect the outstanding obligation. However, such an amendment would be a matter of form, not substance, and does not render his current reports inaccurate or create any basis for a finding of violation.

¹ A.R.S. § 16-901(11) defines “Contribution” to include “(d) A loan that is made to a committee for the purpose of influencing an election, to the extent the loan remains outstanding.”

Mr. Collins
August 7, 2026
Page -6-

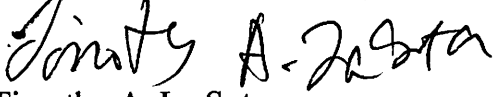
VII. Conclusion

For the foregoing reasons, the complaint filed by Ms. Everett is without merit. The extension of credit from Mesa Sign Shop to Dr. Heap's campaign satisfies every statutory requirement: it was made in the ordinary course of business, on terms substantially similar to those extended to nonpolitical debtors of similar risk and size of obligation, at full fair market value, and without any coordination beyond an arm's-length commercial transaction. No contribution or expenditure has occurred under Arizona law.

We respectfully request that the Commission dismiss this complaint and release Dr. Heap's qualified Clean Elections funding, for which he has already been certified as eligible.

Very truly yours,

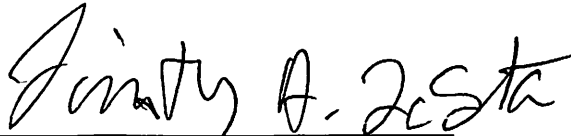
TIMOTHY A. LA SOTA, PLC


Timothy A. La Sota

Mr. Collins
August 7, 2026
Page -7-

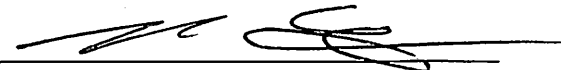
**I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING
IS TRUE AND CORRECT BASED ON MY KNOWLEDGE, INFORMATION
AND BELIEF.**

Executed this 7th day of August, 2026.


TIMOTHY LA SOTA

STATE OF ARIZONA)
) ss.:
COUNTY OF MARICOPA)

I hereby certify that Timothy La Sota personally appeared before me and signed the above document. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 7th day of August, 2026.

Notary Public: 

Commission Expires: 05/28/2028



Under penalty of perjury as provided herein, JIM TORGESON declares as follows:

1. I am the principal and owner of Mesa Sign Shop, a sign printing company in Mesa, Arizona. I have been in business for twenty five years and am personally familiar with all aspects of the business, including pricing, invoicing, and credit practices.

2. Mesa Sign Shop prints a large volume of signs for a wide variety of clients, including political candidates from both major parties, government agencies, businesses, churches, schools, and other non-political persons and entities. As the Mesa Sign Shop is a business, I do not favor one party over the other. I believe Mesa Sign Shop is the preeminent printing company in this state for political signs, but political orders represent only a portion of our total business.

3. In late April of 2026, I received an order for signs to be printed for Dr. Heap's candidacy for Corporation Commission. The order was for 4-foot by 4-foot coroplast signs. This sign request was completed and the signs were made available for pickup in late May of 2026. The total invoiced amount for this order was consistent with our standard pricing for signs of this type and quantity. I invoiced Dr. Heap's campaign the same per-unit price that I charge other customers, political and non-political, for comparable sign orders.

4. I did not require a signed contract prior to printing these signs, and do not have a signed contract with Dr. Heap or his campaign committee to this day. My standard business practice—for both political and non-political clients whom I believe can be relied upon for payment—is to print the signs, deliver or make them available for pickup, and invoice the person or entity sometime after completion. This is the same practice I follow for the majority of my established or creditworthy clients, regardless of whether the order is political in nature.

5. I have prepared an invoice for these signs, but it has not yet been sent to Dr. Heap and Dr. Heap has not yet remitted payment. The invoice remains within the normal payment window that I extend to clients of similar creditworthiness and order size. I do not consider Dr. Heap's invoice overdue nor at risk, and I have not commenced any collection efforts because the account is not delinquent under my standard business terms.

6. An unpaid invoice for signs printed two or three months ago is not unusual in my business. By way of specific example: I currently have a large, non-political institutional client that has not paid me for signs delivered over four months ago. I have printed signs for candidates from both parties—as well as for non-political businesses and organizations—where the invoice remains outstanding after two to four months. This is a routine part of my accounts receivable cycle and does not concern me. I made the same business decision with respect to Dr. Heap's order that I make routinely with clients I consider creditworthy: to print the signs, release them, and collect payment subsequently.

7. None of the signs that I describe in this affidavit, including Dr. Heap's, are by any means "gifts" from Mesa Sign Shop to any candidate or other entity, political or nonpolitical. The signs were printed at a price consistent with my standard rates. I fully expect to be paid for them, and it is extremely rare that any client ultimately fails to pay; and never has any political candidate not paid their invoice. Nor has Dr. Heap received any special pricing—he has been treated as others who are in a similar situation as he is have been treated.

8. I have known Dr. Heap for a number of years. Based on my experience with him, I view him as honorable and trustworthy. These are factors I consider when evaluating any client's creditworthiness—political or otherwise—and deciding whether to extend credit without requiring prepayment. I apply the same creditworthiness assessment to all of my clients. Even for clients I have less personal familiarity with, I generally do not require prepayment if I have reason to believe they are reliable. I extend credit to Dr. Heap on the same basis and under the same terms as I extend credit to other clients of comparable creditworthiness and order size.

9. I am also aware that Dr. Heap is a licensed physician and orthopedic surgeon. His professional standing and financial capacity are additional factors that, in my commercial judgment, make him a low credit risk—similar to other professionals and established business clients to whom I routinely extend credit without requiring prepayment.

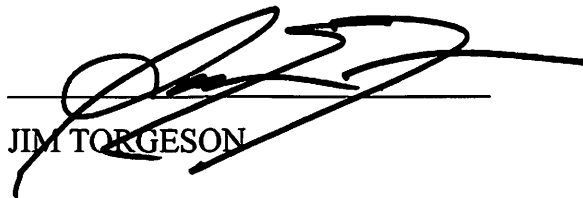
10. Overall, I view Dr. Heap as presenting no risk of nonpayment for the signs that Mesa Sign Shop printed. This assessment is consistent with the credit risk evaluations I perform for other clients of similar financial standing and is not based on any political affiliation or preference.

11. At no time did Dr. Heap, his campaign committee, or any agent of his campaign direct, coordinate, or consult with me regarding the content, design, placement, or distribution of the signs. I printed the signs based on the order I received and made them available for pickup. My only involvement was as a commercial vendor providing printing services in the ordinary course of my business.

12. Further affiant sayeth naught.

**I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING
IS TRUE AND CORRECT BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF.**

Executed this 7th day of August, 2026.



A handwritten signature in black ink, appearing to read "JIM TORGESON", is written over a horizontal line. The signature is stylized with large, sweeping loops and a long horizontal stroke extending to the right.

JIM TORGESON

August 4, 2026

Arizona Citizens Clean Elections Commission
1802 W. Jackson St., #129
Phoenix, Arizona 85007

Re: MUR 2026-06 (In reference: Ralph Heap, Candidate for Arizona Corporation Commission)

Dear Commissioners:

We are Republican voters, activists, and grassroots supporters who believe deeply in the integrity of Arizona's elections and in the importance of applying our election laws fairly—regardless of a candidate's political party or position.

That is why we are writing to urge the Citizens Clean Elections Commission (Commission) to take decisive action regarding the serious concerns that have been raised about Ralph Heap's compliance with Arizona's Clean Elections laws.

The Clean Elections system is built on a simple premise: candidates who choose to participate accept additional responsibilities in exchange for public financing. Those rules are not optional. They are the conditions under which candidates receive the benefit of taxpayer-supported public financing and the trust that comes with participating in the program.

If a candidate violates those requirements, the Commission has an obligation to act.

We are especially concerned by the allegations and evidence regarding Mr. Heap's campaign-finance and Clean Elections compliance. Like complainant Lisa Everett, we saw Mr. Heap's signs throughout our communities in the lead-up to the 2026 primary election in numbers that appeared far greater than what would be supported by the \$644 expenditure reported in his campaign-finance filings. Given the close margin in the Arizona Corporation Commission race, this unreported or improperly reported spending may have affected the outcome of Mr. Heap's primary election victory.

Though the circumstances surrounding this matter have been widely reported by local media and appear damning, we recognize that the Commission must follow its established procedures and afford every candidate appropriate due process.

We are not asking the Commission to prejudge the facts or reach a predetermined conclusion. However, we are asking the Commission to fully investigate the allegations, including requiring Mr. Heap to disclose how many signs were purchased, how they were paid for and by whom.

The Clean Elections program is designed to limit special interest influence in elections. Determining the facts around this case should be central to this Commission's mission. If

violations occurred, the Commission should impose strong consequences, as proscribed by statute, to hold Mr. Heap accountable.

Allowing Mr. Heap to leave the Clean Elections program without consequence would set a dangerous precedent, suggesting that candidates can attempt to manipulate the system for electoral gain and face no accountability. That concern is even greater for candidates with substantial support from outside groups, such as Turning Point Action and the Arizona Free Enterprise Club, which could step in to cover funding gaps if state support is withheld.

If these allegations are substantiated, this violation would be unprecedented and would demand decisive action. We, the undersigned, respectfully ask for the Commission to consider the following actions:

1. Do not let Mr. Heap drop out of the Clean Elections program.
2. Do not let Mr. Heap access his Clean Elections funding
3. Fine Mr. Heap the maximum amount as prescribed by Arizona Revised Statutes Section 16-942(A)

As Republicans, we believe our party is strongest when it stands for the rule of law. We should not demand strict compliance from Democrats while looking the other way when a Republican candidate is accused of violating the same rules. Nor should participation in Clean Elections become a loophole for candidates who want the advantages of public financing without accepting the responsibilities that come with it.

The voters of Arizona established the Clean Elections system to improve confidence in our political process and the integrity of state government. The Commission's own mission recognizes that responsibility.

We therefore respectfully ask the Commission to take this matter seriously, conduct a complete investigation, and take decisive enforcement action wherever the facts and law require it. The rules must mean something. And they must mean the same thing for everyone.

Sincerely,

Dennis Korpos
Jane Evans
Jeff Esposito
Jennifer Esposito
Jim O'Connor
Matt Greer
Nancy Hawkins
Vincent La

AZPIA REPLY TO RESPONDENT'S AUGUST 7 SUBMISSION

ARIZONA PUBLIC INTEGRITY ALLIANCE

534 N. Orange • Mesa, Arizona 85201 • tjmontague@gmail.com • 602-717-3518

August 12, 2026

Submitted Via Electronic Mail

Thomas M. Collins, Executive Director

Citizens Clean Elections Commission

1110 W. Washington St., Suite 250

Phoenix, Arizona 85007

RE: AZPIA Complaint of August 3, 2026 (as supplemented August 8, 2026) — Second Supplement and Memorandum Responding to Respondent's August 7, 2026 Submission in MUR-26-06

Dear Director Collins and Members of the Commission:

Respondent's August 7, 2026 submission in MUR-26-06 responds to Ms. Everett's complaint, but the legal theory it advances reaches the same sign program at the center of AZPIA's own pending complaint, and its concluding request — dismissal and release of \$370,000 in public funds — would resolve issues raised in both matters. AZPIA therefore submits this memorandum in further support of its complaint and for the Commission's consideration in MUR-26-06.

Respondent asks the Commission to dismiss, and to release \$370,000 in public funds, on the theory that a statewide sign deployment was a vendor "extension of credit" that is "neither a contribution ... nor an expenditure ... until such time as payment is made." The theory rests on a single misunderstanding, so AZPIA begins with the rules that govern it — because once they are stated, the rest follows.

I. THREE RULES DECIDE THIS MATTER

Rule 1 — Spending happens when the campaign obligates itself, not when it pays. "An expenditure or disbursement is deemed made either on the date the committee **authorizes the monies to be spent** or the date the monies are withdrawn from the committee's account." A.R.S. § 16-926(C)(2). The Commission's rules say the same thing for participating candidates: an expenditure is made "as of the date upon which the candidate or campaign **promises, agrees, contracts or otherwise incurs an obligation to pay** for goods or services," R2-20-110(A)(5), and an extension of credit must be reported "**as an expenditure, in an amount equal to the full future payment obligation, as of the date the contract, promise or agreement is made,**" R2-20-110(B)(1). This is how spending works everywhere: a purchase on a credit card is spending when the card is swiped, not when the statement is paid. No one's December shopping happens in January because that is when the bill came due.

Rule 2 — Payment is not the reporting trigger; the obligation is — and even unpaid credit is itself a mandatory line item. Every campaign finance report must itemize

"[e]xtensions of credit that remain outstanding, including identification of the creditor and the purpose of the extension." A.R.S. § 16-926(B)(2)(a)(xiv). The statute does not wait for repayment; it requires the *outstanding* obligation to appear, each period, on a report the treasurer certifies "under penalty of perjury." § 16-926(B)(5). Repayment triggers nothing. The obligation triggers everything.

Rule 3 — The spending limits measure the campaign the voters saw, not the checkbook. "Notwithstanding any law to the contrary, a participating candidate ... [s]hall not make expenditures **in the primary election period** in excess of the adjusted primary election spending limit." A.R.S. § 16-941(A)(3). Because an expenditure is "made" at the obligation (Rule 1), goods ordered, received, and deployed during the capped period count against that period's cap — whatever the payment schedule. The source of funds changes nothing either: contributions are barred, § 16-941(A)(1); personal monies are capped at \$1,000, § 16-941(A)(2); loans are contributions to the extent outstanding, § 16-901(11)(d); and the Commission's own Candidate Guide instructs that a participating candidate "may not make expenditures in excess of the cash on hand." Borrowed, credited, contributed, or personal — the Act caps the *spending*, and each source carries its own separate prohibition besides.

Respondent's contrary rule — that credit purchases are invisible until paid — would repeal the spending limit in practice. A participating candidate could order every sign, mailer, and service of the campaign on net-180 terms, deploy all of it inside the capped primary period, win, and "make" the expenditures whenever payment suited him: after the primary, after certification, after the general. The adjusted primary spending limit would measure nothing but the candidate's patience with his creditors. Voters did not enact a spending limit that can be evaded with an invoice date — and the Act operates "[n]otwithstanding any law to the contrary," § 16-941(A), as a voter-protected initiative the Legislature's 2016 general-law exemptions cannot narrow. Ariz. Const. art. IV, pt. 1, § 1(6)(C).

II. UNDER THOSE RULES, RESPONDENT'S SUBMISSION IS A SET OF ADMISSIONS

Respondent's letter and affidavit establish: the campaign placed the sign order in late April 2026 — during the qualifying period, before the primary election period opened on or about May 19, 2026 (the nine-week period ending on the July 21, 2026 primary, § 16-961(B)(4)); the signs were delivered in late May; nothing was reported; and the obligation remains outstanding and unbilled today. Applying the rules:

1. **A reporting violation is admitted.** An outstanding extension of credit is a mandatory line item on every certified report. § 16-926(B)(2)(a)(xiv). Respondent concedes the obligation exists and concedes the reports omit it — his offer to amend "as a matter of form" is the admission. Penalties accrue under § 16-942(B) (\$300 per day for statewide candidates by statute; \$600 per day as adjusted by the Commission; doubled where the unreported amount exceeds ten percent of the adjusted spending limit) from the date disclosure was due, not from the date counsel offers it. The candidate's own conduct is consistent with the admission: as the Executive Director's July 20, 2026 Notice of Qualification and Withholding reflects, funding remains undisbursed because Mr. Heap has declined to submit the sworn statement affirming the accuracy of his reports that disbursement requires. R2-20-106(A). Faced with the choice between swearing to his reports and forgoing the funds, Mr. Heap chose a third course: on July 31, 2026 — ten days after winning a primary conducted on the program's terms — he asked to withdraw from the program entirely, a request the Commission unanimously denied on August 4. R2-20-108(A). His counsel's letter —

captioned "Dr. Heap's Reports Are Accurate" — offers argument in the place of the oath the candidate himself has twice declined to give.

2. **The expenditure was made in April, in the capped period.** Rule 1. The order was the authorization; the obligation arose then; R2-20-110(B)(1) required it reported then, in the full amount. The administrative-deference argument fails for want of a conflict: the rule restates § 16-926(C)(2). (*The Power of Fives*, an unpublished superior-court minute entry binding no one, concerned a rule said to expand a statutory definition; R2-20-110 expands nothing.)
3. **The account could not lawfully carry it.** A participating candidate must have "sufficient funds in the candidate's campaign account to pay for the amount of such expenditure at the time it is made and all other outstanding obligations." R2-20-110(A)(3)(b). The committee's account holds \$9,554.80. If the sign obligation exceeds that — as a statewide deployment of four-foot signs plainly suggests — the campaign incurred an obligation it could not lawfully incur, which is presumably why it appears on no report.

III. THE ARITHMETIC: THE CONDUCT OCCURRED IN THE WRONG PHASE FOR ANY OF IT TO BE LAWFUL

A participating candidate's campaign has phases, and each phase has its own money. (Dollar figures below are the Commission's current published 2026 amounts for Corporation Commission, azcleelections.gov, "How Clean Funding Works," accessed August 12, 2026; the qualification-timeline facts are drawn from the Commission's August 4, 2026 special meeting packet and transcript.)

Phase	What may be spent	Ceiling
Exploratory/qualifying period (through July 14, 2026)	Early contributions ($\leq$ \$220/person) plus personal monies	\$36,959 aggregate early + \$1,910 personal — and never more than cash on hand
Primary election period (nine weeks ending July 21, 2026, i.e., from about May 19)	Public primary funding disbursed at the period's start, plus any remaining early contributions	\$147,836 (adjusted primary spending limit)
General election period (after the primary)	Public general funding	\$221,754

Against that framework: **the signature operation (August 2025–March 2026) and the sign order (late April 2026) occurred entirely within the qualifying period.** The lawful spending capacity of the Heap campaign during that phase was not \$147,836 — that figure belongs to a nine-week window that had not yet opened and to public funds that were never disbursed. Its capacity was early contributions plus limited personal monies: **\$38,869 at the absolute theoretical maximum**, and in fact far less — the committee's total reported receipts for the entire campaign are **\$19,136.30**, and the Commission's rules forbid expenditures beyond cash on hand and require funds in the account sufficient to cover an expenditure when made. R2-20-110(A)(3)(b).

Now the amounts. AZPIA's August 8 supplement documented, from the same vendors' own client pricing, that the fair market value of the signature operation alone is **\$28,791 to \$77,933, most likely about \$66,326** — roughly **3.5 times the committee's total lifetime receipts** at the median, and 1.8 times the § 16-942(C) disqualification threshold of **\$36,959** (ten percent of the combined adjusted limits), before counting a single sign. The sign obligation's amount is known to Respondent and concealed from the Commission: the affidavit states no figure. The Commission need not take AZPIA's estimates on faith; it need only compel the invoice and the petition-operation records, add, and compare the sum to the qualifying-period capacity actually available, and to \$36,959. The existing record already answers both comparisons; the invoice will answer them precisely.

Nor can Respondent rescue the spending by stacking it against the \$147,836 primary limit. That argument fails three ways. *First*, the expenditures were made — the obligations incurred — before the primary period opened (Rule 1); the primary limit does not reach back to authorize qualifying-period spending under a ceiling that did not yet apply. *Second*, the \$147,836 is not an allowance a candidate may spend against in the abstract: it is public funding, disbursed only to a candidate who has qualified, spendable only from the campaign account, and returnable within days of the primary if unspent. The Commission's own records fix the dates: Mr. Heap submitted his \$5 qualifying contributions in the first week of July 2026 and **did not qualify for funding until July 20, 2026 — the day before the primary** — whereupon the Executive Director the same day issued the Notice of Qualification and Withholding under R2-20-106(A) because Mr. Heap had not filed the sworn statement that his reports are complete and accurate. So when the sign order was placed in April, and throughout the signature drive and virtually the entire primary period, the campaign held no entitlement of any kind to public funds; the "repayment source" for the credit was a contingency that ripened one day before the primary and remains undisbursed. A spending *limit* is a ceiling, not spending power, and the cash-on-hand rule and R2-20-110(A)(3)(b) forbid spending money the account does not hold — let alone money the candidate had not yet qualified to receive. *Third*, consuming goods and services before or during the capped period against a promise to pay after public funds arrive is not compliance with the limit — it is the financing structure the Act's phases exist to prevent, and it is, in substance, the very "pay it back when you get your funding" arrangement a sitting Commissioner has publicly described being offered in 2022.

This is why the credit label decides nothing. If the obligation is an expenditure (Rules 1–3), it was made in the qualifying period, unreported, on an account that could not lawfully hold or cover it. If Respondent were somehow right that it is not yet an expenditure, then the campaign received and deployed tens of thousands of dollars of goods it has not paid for — value "provided without charge," which is an in-kind contribution, § 16-901(32), that a participating candidate may never accept, § 16-941(A)(1). And on Respondent's own reading, the deemed-contribution date arrives in late November 2026 — after the general election — at which point the campaign will have accepted a contribution the Act flatly bars, from a commercial vendor; if that vendor is a corporation, the contribution is one the Arizona Constitution independently prohibits, as Respondent's own brief acknowledges. Ariz. Const. art. XIV, § 18. Every path through Respondent's theory ends at a violation; the paths differ only in date.

IV. THE EXEMPTION'S ELEMENTS ARE NOT ESTABLISHED IN ANY EVENT

A point of clarity first: **AZPIA does not allege that Mesa Sign Shop or Mr. Torgeson violated any law.** As AZPIA's original Complaint stated, a print shop that sells signs at fair market value commits no violation and has no duty to police a candidate's compliance. The statute Respondent invokes says the same: even when unpaid credit converts at six months, "the committee is deemed to have received a contribution **but the creditor is not deemed to have made a contribution.**" §§ 16-911(B)(6)(d), 16-921(B)(4)(d). The duties at issue are the campaign's alone.

On the campaign's side, the exemption requires terms "substantially similar to extensions of credit to nonpolitical debtors that are of similar risk **and size of obligation,**" plus a "commercially reasonable attempt to collect." The submitted record contains: **no amount** (so "similar size of obligation" cannot be assessed, nor compliance with the cash-on-hand rule); **no terms** — no contract (Aff. ¶ 4), no due date, no written payment window, and an invoice "prepared" but **"not yet been sent"** more than ten weeks after delivery (¶ 5); and **no identified orderer or obligor** — the affidavit never says who placed the order or who owes the debt (counsel's letter supplies it: "the

campaign placed an order," which concedes a campaign obligation and triggers Parts I–III). Whatever the reason, an obligation on which no demand has ever issued, with no written terms and no stated amount, cannot be found "substantially similar" to commercial credit; from the campaign's side it is indistinguishable from value received free of charge unless and until someone elects to collect.

Nor does the affidavit reach the conduct complained of. It describes the printing of one order, "made available for pickup." It says nothing about who transported and installed hundreds of four-foot signs across multiple counties — the major unreported cost the complaints identify — nothing about signs documented in the field relative to this order's timeline, nothing about earlier orders, and nothing about the signature-gathering operation in AZPIA's August 8 supplement. An affidavit about one print job cannot support dismissal of any complaint, still less the release of \$370,000.

V. THE QUESTION THE SUBMISSION RAISES: WHO STRUCTURED THIS

The arrangement has a shape: the campaign received and deployed the benefit during the capped primary period; no obligation appeared on any certified report; no invoice issued; and the statute's deemed-contribution date arrives only after the general election. A print shop does not design campaign-finance timing; candidates rarely do either. Someone decided how this purchase would be papered, when it would be billed, and that it need not be reported — the same categories of decision at issue in the sign-installation and petition operations described in AZPIA's supplement, for a campaign whose reports disclose **no consultant of any kind**. AZPIA does not allege who that was; it asks the Commission to find out. The Commission should compel the campaign to identify every person who advised it concerning the sign purchase, the financing or billing arrangement, or the position that the obligation was not reportable, and to produce the related communications — and should take the same evidence up through the examination AZPIA proposed in Sections III–IV of its supplement.

VI. REQUESTED ACTION

AZPIA respectfully requests that the Commission: (1) decline to dismiss, and treat the admitted omission of the outstanding extension of credit as a reporting violation accruing under § 16-942(B); (2) compel production of the sign order records — order date and orderer, artwork transmittal, quantity and invoice amount, the unsent invoice, pickup identity, and all arrangements for transport and installation, together with all Mesa Sign Shop orders for the committee in 2025–2026; (3) compel identification of every person who advised the campaign on the purchase, its financing or billing, or its reporting treatment, with the related communications; (4) determine the total of unreported expenditures and in-kind value received — sign obligation, installation, and the signature operation valued in AZPIA's supplement — and compare that total to the \$36,959 threshold of § 16-942(C) and the \$147,836 adjusted primary spending limit; and (5) continue withholding Clean Elections funding pending resolution of this matter and AZPIA's August 8 supplement.

Respectfully submitted,

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT BASED ON MY KNOWLEDGE, INFORMATION AND BELIEF.

Executed this ____ day of August, 2026.

Tyler Montague

Arizona Public Integrity Alliance

Sworn to and subscribed before me this ____ day of August, 2026.

Notary Public