



**Federal Election Commission
Washington, DC 20463**

July 15, 2004

David Worley, Esq.
Friends of David Worley
P.O. Box 725
Jonesboro, GA 30237

Re: ADR 149
Friends of David Worley and Gregg Brasher, Treasurer

Dear Mr. Worley:

Enclosed is the signed copy of the agreement resolving the Reports Analysis Division referral filed December 8, 2003 with the Alternative Dispute Resolution Office at the Federal Election Commission (FEC/Commission) against Friends of David Worley and Gregg Brasher, Treasurer ("Respondents"). The agreement, ADR 149 (RR 03L-03) was approved by the Commission on July 13, 2004 – the effective date of the agreement.

Note that paragraphs 7 and 10 of the agreement specify that Respondents shall comply with the terms of this settlement within thirty (30) days of the effective date of the agreement, with the exception of term (b) which shall be completed within ninety (90) days. Please forward to this office, a statement confirming Respondents' compliance with the terms listed in paragraph 7 of the aforementioned agreement. The letter should note the dates on which Respondents satisfied each of the terms listed in paragraph 7. Term (d) has been satisfied with the receipt of a check in the amount of \$1,000.

As you are aware, the settlement agreement will be made part of the record that is released to the public. In addition, as of January 1, 2004, the Commission will also place on the record copies of the complaint, correspondence exchanged between your office and this office prior to our entry into settlement negotiations and reports prepared for the Commission by this office to assist in its consideration of this matter. The Commission is obliged by Federal statute to place on the public record documents in closed enforcement and alternative dispute resolution cases; accordingly, copies of documents relative to this matter will be forwarded shortly to the FEC's Public Information Office.

This agreement resolves the matter that was initiated by the Commission pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities regarding violations of federal election campaign laws. I appreciate your assistance in effectively resolving this matter and bringing the case to a mutually acceptable conclusion.

Sincerely,

Lynn M. Fraser, Assistant Director
Alternative Dispute Resolution Office
202-694-1665

Enclosure: Agreement



Federal Election Commission
Washington, DC 20463

Case Number: ADR 149
Source RR 03L-03
Case Name Friends of David Worley
and Gregg Brasher, Treasurer

NEGOTIATED SETTLEMENT

This matter was initiated by the Federal Election Commission ("Commission") pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. Following review of the matter, and in an effort to promote compliance with the Federal Election Campaign Act of 1971, as amended, ("FECA") and resolve this matter, the Federal Election Commission ("Commission") entered into negotiations with David Worley, Esq., representing Friends of David Worley and Gregg Brasher, Treasurer ("Respondents"). It is understood that this agreement will have no precedential value relative to any other matters coming before the Commission.

Negotiations between the Commission and Respondents addressed the issues raised in this referral. The parties agree to resolve the matter according to the following terms:

1. The Commission entered into this agreement as part of its responsibility for administering the FECA, and in an effort to promote compliance on the part of Respondent(s). The Commission's use of alternative dispute resolution procedures ("ADR") is authorized in "The Administrative Dispute Resolution Act of 1996," 5 U.S.C. § 572 and is an extension of 2 U.S.C. § 437g.
2. Respondents voluntarily enter into this agreement with the Commission.
3. The Reports Analysis Division ("RAD"), in a review of reports filed in 2002 by Respondents, determined that Respondents received excessive contributions of \$112,450. The contributions in question were designated for either the 2002 General Election or the 2002 Runoff Election in which the candidate did not participate. RAD instructed Respondents that the excessive contributions were to be refunded, redesignated or reattributed within sixty (60) days.
4. The statute in effect at the time of these contributions limited the contribution from an individual to any candidate for Federal office and his authorized

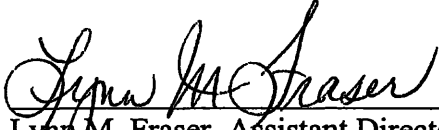
committee to an aggregate of \$1,000 per election. 2 U.S.C. § 441a(a)(1). The statute goes on to define the term election as a general, special, primary, or runoff election. 2 U.S.C. § 431(1)(A).

5. The federal regulations require that if a candidate, or his or her authorized committee, receives contributions prior to the date of the primary election, which contributions are designated in writing by the contributor for use in connection with the general election, such candidate or such committee shall use an acceptable accounting method to distinguish between contributions received for the primary election and contributions received for the general or other election subsequent to the primary election. If the candidate is not a candidate in the general election or other election subsequent to the primary election, any contributions designated for another election shall be refunded to the contributors, redesignated or reattributed in accordance 11 C.F.R. §§ 110.1 and 110.2 as appropriate, and the treasurer shall maintain the documentation required by the regulations. 11 C.F.R. §§ 102.9(e) and (f).
6. Respondents acknowledge that an inadvertent violation of the FECA occurred and on learning of the time constraints for the refund, redesignation or reattribution of the excessive contributions, refunded \$11,500. The former candidate stated that he has no intention, at this time, of running for federal election again, and, to the extent the campaign has insufficient funds to make refunds, he will use personal funds to pay the remaining refunds.
7. Respondents, in an effort to avoid similar errors in the future, agree to: (a) refund the remaining \$100,950; (b) file amended reports reflecting the refunds; (c) work with FEC staff to terminate the committee within ninety (90) days; and (d) pay a civil penalty of \$1,000.
8. Respondents agree that all information provided to resolve this matter is true and accurate to the best of their knowledge and that they sign this agreement under penalty of perjury pursuant to 28 U.S.C. § 1746.
9. The parties agree that if Respondents fail to comply with the terms of this settlement, the Commission may submit any unpaid civil penalty to the U.S. Treasury for collection or undertake civil action in the U.S. District Court for the District of Columbia to secure compliance.
10. This agreement shall become effective on the date signed by all parties and approved by the Commission. Respondents shall comply with the terms of the settlement within thirty days from the effective date of this agreement, with the exception of subsection (b) in paragraph 7 above.
11. This Negotiated Settlement constitutes the entire agreement between the parties on ADR 149 (RR 03L-03), and effectively resolves this matter. No

other statement, promise or agreement, either written or oral, made by either party, not included herein, shall be enforceable.

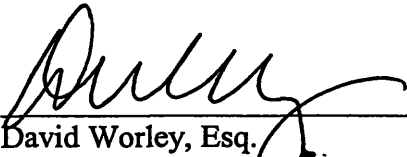
FOR THE COMMISSION:

Allan D. Silberman, Director
Alternative Dispute Resolution Office

By: 
Lynn M. Fraser, Assistant Director
Alternative Dispute Resolution Office

7-13-04
Date Signed

FOR THE RESPONDENTS:


David Worley, Esq.
Friends of David Worley and Gregg Brasher, Treasurer

7-01-04
Date Signed