



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

January 4, 2011

Kelly Longwell, Esq.
COATS ROSE
365 Canal Street, Suite 800
New Orleans, LA 70130

Re: ADR 548 (RAD 10L-07)
Baldwin Title Co. of Louisiana LLC PAC and Barry J. Palmer, Treasurer

Dear Ms. Longwell:

Enclosed is the signed copy of the agreement resolving the referral initiated on October 6, 2010, by the Federal Election Commission ("FEC/Commission") involving. The agreement for ADR 548 (RAD 10L-07) was approved by the Commission on January 3, 2011— the effective date of the agreement.

Note the specific time frames for compliance in paragraph 6 of the agreement. **Please forward to this office, a statement confirming Respondent's compliance with the terms listed in the aforementioned agreement.** The letter should note the dates on which Respondents satisfied each of the terms listed in paragraph 6, and contain the ADR caption and case number. **The civil penalty payment should be sent to the attention of the Accounting/Finance Office of the FEC. The civil penalty under the agreement is due on or before March 15, 2011. Please put the ADR case number on the civil penalty check as well, to ensure crediting to the correct case.**

As you are aware, the settlement agreement will be made part of the record that is released to the public. The Commission will also place on the record copies of the complaint/referral, 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

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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,



Krista J. Roche, Assistant Director
Alternative Dispute Resolution Office
202-694-1661

Enclosure: Agreement and Certification

cc: Gwen Holmes, Finance and Accounting Office

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Federal Election Commission
Washington, DC 20463

Case Number: ADR 548
Source: RAD 10L-07
Case Name: Baldwin Title Co.

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 Commission entered into negotiations with Kelly Longwell, Esq., representing Baldwin Title Company of Louisiana LLC PAC and Barry J. Palmer, in his official capacity as Treasurer (the Committee or 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 Respondents. The Commission's use of alternative dispute resolution procedures (ADR) is guided by "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 Committee received prohibited contributions from its connected organization and another corporation totaling \$23,500. At the time of the referral, \$21,000 of prohibited contributions remained unrefunded. The Committee also made excessive contributions to federal candidates totaling \$7,800, which were neither refunded nor redesignated within the permissible timeframe.
4. It is unlawful for a corporation to make a contribution to a political committee in connection with a federal election. 2 U.S.C. § 441b(a). Additionally, a political committee who does not qualify as a multicandidate committee may not contribute in excess of \$2,400 to a federal candidate per election. 2 U.S.C. § 441a(a)(1), 11 C.F.R. § 110.1(b).
5. Respondents contend that all prohibited corporate contributions to the Committee have now been refunded and that refunds have been requested for all excessive contributions to federal candidates.


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6. Respondents, in an effort to avoid similar errors in the future, agree to: (a) send two Committee representatives to a FEC conference within twelve months of the effective date of this agreement; (b) develop and implement a policy and procedure manual within sixty days of the effective date of this agreement; (c) conduct an internal training and education program for Committee staff and volunteers within thirty days of the effective date of this agreement; (d) implement internal controls within thirty days of the effective date of this agreement; and (e) pay a civil penalty of \$3,000.00 on or before March 15, 2011.
7. 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.
8. 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.
9. This agreement shall become effective on the date signed by all parties and approved by the Commission. Respondents shall comply with the terms of this agreement as set out in paragraph 6 above.
10. This Negotiated Settlement constitutes the entire agreement between the parties on ADR 548 (RAD 10L-07), and resolves those issues identified in paragraph 3 above. No other statement, promise or agreement, either written or oral, made by either party, not included herein, shall be enforceable.


FOR THE COMMISSION:

Krista J. Roche, Assistant Director
Alternative Dispute Resolution Office



1/3/11
Date Signed

FOR THE RESPONDENTS:



Kelly Longwell, Esq.
Representing Baldwin Title Company of
Louisiana LLC PAC and Barry J. Palmer,
in his official capacity as Treasurer

12/2/10
Date Signed