



**Federal Election Commission
Washington, DC 20463**

October 7, 2011

Scott E. Thomas, Esq.
Dickstein Shapiro LLP
1825 Eye Street NW
Washington, DC 20006-5403

Re: ADR 572
Lisa Maria Falcone

Dear Mr. Thomas:

Enclosed is the signed copy of the agreement resolving the *sua spontae* submission filed on April 18, 2011 with the Federal Election Commission (FEC/Commission) by Lisa Marie Falcone (Respondent). The agreement for ADR 572 (P-MUR 518) was approved by the Commission on October 4, 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 of 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 November 4, 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 *sua spontae* submission 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.

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This agreement resolves the issues involved in the *sua sponte* submission. I appreciate your assistance in effectively resolving this matter and bringing the case to a mutually acceptable conclusion.

Sincerely,

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

Enclosure: Agreement

cc: Federal Election Commission, Finance and Accounting Office

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Federal Election Commission
Washington, DC 20463

Case Number: ADR 572
Source: P-MUR 518
Case Name: Lisa Maria Falcone

NEGOTIATED SETTLEMENT

This matter was initiated by *sua sponte* submission. 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 Scott E. Thomas, Esq. and Jennifer L. Carrier, Esq., representing Lisa Maria Falcone (Respondent). 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 Respondent addressed the issues raised in this submission. The parties agree to resolve the matter according to the following terms:

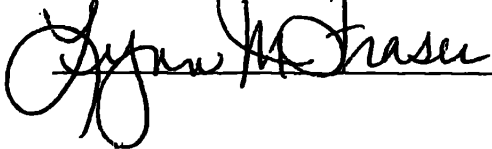
1. The Commission entered into this agreement as part of its responsibility for administering the FECA, and in an effort to promote compliance on the part of Respondent. The Commission's use of alternative dispute resolution procedures (ADR) is guided by "The Administrative Dispute Resolution Act of 1996," 5 U.S.C. § 572 and is an extension of 2 U.S.C. § 437g.
2. Respondent voluntarily enters into this agreement with the Commission.
3. Respondent asserts that during the 2007-2008 election cycle she inadvertently exceeded the biennial aggregate contribution limit on giving to political action committees (PACs) and party committees by \$30,400. In addition and as a direct result, Respondent exceeded the overall biennial limit by \$15,300.
4. The FECA states that for the period which begins January 1, 2007 and ends December 31, 2008, no individual may make contributions aggregating more than \$65,500 to all PACs and party committees, and a combined total of up to \$108,200 during the two year period to all Federal campaigns, parties, and other political committees. 2 U.S.C. § 441a(a)(3), 11 C.F.R. § 110.5(b) (2007).
5. Respondent acknowledges an inadvertent violation of FECA due to her inexperience with political contributions and lack of knowledge about the two-year aggregate contribution limits. Respondent recently became aware of the inadvertent violation and promptly requested that counsel bring this to the attention of the Commission, and make every effort to seek refunds and undo any improper funding she unknowingly caused. Counsel obtained refunds from the Democratic Senatorial

Committee and the Republican National Committee, and will continue to seek refunds from the other relevant committees.

6. Respondent, in an effort to avoid similar errors in the future, agrees to: (a) develop and implement a process whereby she will obtain review of Federal contributions from counsel within thirty (30) days of the effective date of this agreement; (b) develop and implement a campaign finance training program for her staff within thirty (30) days of the effective date of this agreement; and (c) provide annual verification for 2011 and 2012 of the disgorgement to the U.S. Treasury of all refunds received from the committees relevant to this referral by December 31 of each year; and (d) pay a civil penalty of \$1,500 within thirty (30) days of the effective date of this agreement.
7. Respondent agrees that all information provided to resolve this matter is true and accurate to the best of her knowledge and that her counsel signs this agreement under penalty of perjury pursuant to 28 U.S.C. § 1746.
8. The parties agree that if Respondent fails 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. Respondent 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 572 (P-MUR 518), 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:

Lynn M. Fraser, Director
Alternative Dispute Resolution Office



10/4/2011
Date Signed

FOR THE RESPONDENT:



Scott E. Thomas, Esq.
Representing Lisa Maria Falcone

7/8/11
Date Signed

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