



Federal Election Commission  
Washington, DC 20463

October 7, 2014

Laurence E. Gold  
Trister, Ross, Schadler & Gold  
1666 Connecticut Avenue, NW  
Washington, DC 20009

Re: ADR 719 United Food and Commercial Workers International Union Active  
Ballot Club and Anthony M. Perrone, Treasurer

Dear Mr. Gold:

Enclosed is the signed copy of the Negotiated Settlement resolving the referral initiated on May 19, 2014 by the Federal Election Commission ("FEC/Commission") the above-shown Respondents. The Negotiated Settlement was approved by the Commission on October 2, 2014— the effective date of the agreement.

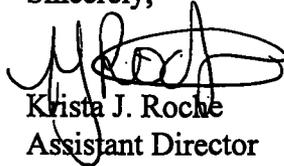
Note the specific time frames for compliance in Paragraph 6 of the agreement. **Please forward to this office, a statement confirming Respondent's compliance with the terms listed in the aforementioned agreement.** The letter should note the dates on which Respondents satisfied each of the terms listed 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 November 1, 2014.<sup>1</sup> 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 Negotiated Settlement 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 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.

<sup>1</sup> Please note, if the Commission refers an unpaid civil penalty to the US Treasury or third party collection agent, additional costs and fees will be assessed.

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,



Krista J. Roche  
Assistant Director  
Alternative Dispute Resolution Office

Enc: Negotiated Settlement

cc: Gwendolyn Holmes, Finance and Accounting Office



**Federal Election Commission  
Washington, DC 20463**

Case Number: ADR 719  
Source: RAD 14L-15  
Case Name: United Food and Commercial Workers  
International Union Active Ballot Club

**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 Laurence E. Gold, Esq., representing the United Food and Commercial Workers International Union Active Ballot Club and Anthony M. Perrone, 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 Reports Analysis Division referred Respondents for failing to disclose all financial activity on the 2012 12 Day Pre-General Report originally filed October 25, 2012. On December 3, 2012 and January 29, 2013, the Committee filed amended reports disclosing additional receipts totaling \$70,572.41.
4. Treasurers of political committees are required to report all financial activity, including all receipts, pursuant to the FECA. 2 U.S.C. §§ 434(a)(1), 434(b)(2), 11 C.F.R. §§ 104.1, 104.3(a).
5. In a Miscellaneous Electronic Submission ("Form 99") filed on July 12, 2013, the Committee stated that omissions occurred because \$66,672.41 of the receipts were inadvertently not timely posted to the internal accounting system used for filing FEC reports. The Committee advised that the report was promptly amended on December 3, 2012 after the discrepancy was discovered during a routine bank reconciliation.

The Committee also stated that a refund of \$3,900.00 from a nonfederal candidate inadvertently was not posted to the internal accounting system, and that the report was again amended on January 29, 2013 promptly after discovery of the discrepancy. The Committee contends that it professionalized operations and strengthened internal accounting procedures since its discovery and rectification of these omissions and prior to the Commission's initiation of this matter.

6. Respondents, in an effort to avoid similar errors in the future, agree to: (a) certify that a representative of the Committee participated in an FEC conference within twelve (12) months of the effective date of this agreement; (b) for two years from the effective date of this agreement, perform an annual, calendar-year internal or external audit of the Committee's accounts (so, for CY 2014 and CY 2015), and reconciliations of the Committee's accounts in the preparation of each Committee report, providing certification of same each year on the anniversary of the effective date of this agreement; and (c) pay a civil penalty of \$2,300 within thirty (30) days of the effective date of this agreement.
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, and shall certify compliance with the above settlement terms in writing to the Alternative Dispute Resolution Office on or before the date each term becomes due.
10. This Negotiated Settlement constitutes the entire agreement between the parties on ADR 719 (RAD 14L-15), 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.

