



Federal Election Commission  
Washington, DC 20463

June 4, 2015

Laurence E. Gold  
Trister, Ross, Schandler & Gold, PLLC  
1666 Connecticut Ave, NW Suite 500  
Washington, DC 20009

Re: ADR 749 Local 32BJ Service Employees International Union American Dream  
Political Action Fund and Alison E. Hirsh, Treasurer

Dear Mr. Gold:

Enclosed is the signed copy of the Negotiated Settlement resolving the referral initiated on January 30, 2015, by the Federal Election Commission ("FEC/Commission") involving the above-shown Respondents. The Negotiated Settlement was approved by the Commission on June 4, 2015—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 July 4, 2015.<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.

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<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 C. 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 749

Source: RAD 15L-04

Case Name: Local 32BJ Service Employees International  
Union American Dream Political Action Fund

### 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, representing the Local 32BJ Service Employees International Union American Dream Political Action Fund and Alison E. Hirsh, in her 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 52 U.S.C. § 30109.
2. Respondents voluntarily enter into this agreement with the Commission.
3. The Reports Analysis Division referred Respondents for receiving funds originally intended for a non-federal account totaling \$54,580.00 that were transferred outside of the permissible timeframe. The Committee received these funds August 22, 2013, and completed the transfer-out on January 31, 2014.
4. It is unlawful for any national bank, or any corporation organized by authority of any law of Congress, to make a contribution or expenditure in connection with any election to any political office, and it is unlawful for any candidate or political committee to knowingly accept such contributions. 52 U.S.C. §§ 30116(f), 30118(a), 11 C.F.R. §§ 114.2(a), 114.2(d).
5. In a Miscellaneous Electronic Transmission (Form 99) filed on October 24, 2014, the Committee stated that it received a wire transfer in the amount of \$54,580.00 from an affiliated labor organization of the connected labor organization in August 2013. The Committee mistakenly believed that the origin of the transfer was the affiliated labor

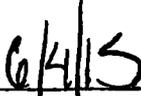
organization's connected federal committee. The Committee states that the error was discovered during the regular audit and review undertaken in preparation of the Committee's 2013 Year-End Report. The Committee contends that the deposit of nonfederal funds was inadvertent, that it discovered the error through an internal audit, and that it quickly and voluntarily rectified the error, upon discovery, with no prior notification from the Commission.

6. Respondents, in an effort to avoid similar errors in the future, agree to: (a) perform an annual audit of the Committee's accounts for calendar year 2015, providing certification of same by February 1, 2016; (b) certify that the Committee performed reconciliation of the Committee's accounts for each required FEC report for one year from the effective date of this agreement, providing certification within thirty (30) days of the expiration of that one year period; and (c) pay a civil penalty of \$3,900 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 749 (RAD 15L-04), 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:

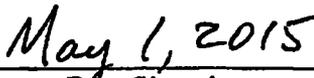
Krista J. Roche, Assistant Director  
Alternative Dispute Resolution Office

  
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\_\_\_\_\_ Date Signed

FOR THE RESPONDENTS:

  
\_\_\_\_\_ Laurence E. Gold  
Representing Local 32BJ Service Employees  
International Union American Dream Political  
Action Fund and Alison E. Hirsh, Treasurer

  
\_\_\_\_\_ Date Signed