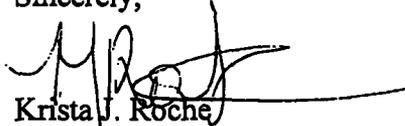


This agreement resolves the matter that was initiated by the Commission pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities regarding violations of federal election campaign laws. I appreciate your assistance in effectively resolving this matter and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

Sincerely,



Krista J. Roche
Acting Director
Alternative Dispute Resolution Office

Enc: Negotiated Settlement

cc: Gwendolyn Holmes, Finance and Accounting Office

UNCLASSIFIED



Federal Election Commission
Washington, DC 20463

Case Number: ADR 824
Source: RAD 17L-08
Case Name: Int'l Union of Bricklayers
and Allied Craftworkers PAC

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 Int'l Union of Bricklayers and Allied Craftworkers PAC and Timothy J. Driscoll, 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:

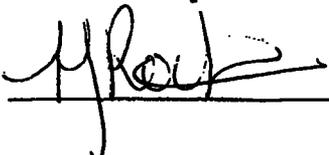
1. The Commission entered into this agreement as part of its responsibility for administering the FECA, and in an effort to promote compliance on the part of Respondents. The Commission's use of alternative dispute resolution procedures (ADR) is guided by "The Administrative Dispute Resolution Act of 1996," 5 U.S.C. § 572 and is an extension of 52 U.S.C. § 30109.
2. Respondents voluntarily enter into this agreement with the Commission.
3. The Reports Analysis Division referred the Respondents for failing to timely file two (2) 48-Hour Reports totaling \$30,140.42 to support twelve (12) independent expenditures disclosed on the 2016 October Monthly Report.
4. A person, including a political committee, that makes or contracts to make independent expenditures aggregating \$10,000 or more at any time up to and including the 20th day before the date of an election shall file a report describing the expenditures within 48 hours. 52 U.S.C. § 30104(g)(2), 11 C.F.R. § 104.4(b)(2).
5. Respondents filed a Miscellaneous Electronic Submission (FEC Form 99) on January 14, 2017, stating that the Committee inadvertently and unintentionally missed two 48-Hour Reports and that steps have been taken to ensure timely reporting in the future. The expenditures consisted of promotional items, such as hats and t-shirts, which were distributed exclusively to local union members. All of the expenditures were disclosed to the public prior to the general election. Respondents state that it is

speculative when and under what circumstances local union members used the items and the scope of the items' exposure to the general public prior to the election.

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, webinar, or other program developed in consultation with the FEC's Information Division within twelve (12) months of the effective date of this agreement; and (b) pay a civil penalty of \$1,500 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 824 (RAD 17L-08), 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.

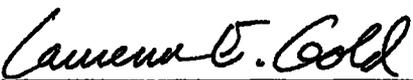
FOR THE COMMISSION:

Krista J. Roche, Acting Director
Alternative Dispute Resolution Office



9/8/17
Date Signed

FOR THE RESPONDENTS:



Laurence E. Gold, Esq.
Representing Int'l Union of Bricklayers and
Allied Craftworkers PAC and Timothy J.
Driscoll, Treasurer

August 24, 2017
Date Signed