

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)

Gary Tabackman)

MUR 4931

CONCILIATION AGREEMENT

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found reason to believe that Respondent Gary Tabackman knowingly and willfully violated 2 U.S.C. §§ 441b(a) and 441f.

NOW, THEREFORE, the Commission and the Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

- I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters voluntarily into this agreement with the Commission.
- IV. The pertinent facts in this matter are as follows:

Actors

1. Respondent Gary Tabackman is the President of GLM Security & Sound, Inc. ("GLM"), which is located in Valley Stream, New York.
2. GLM is a distributor of Audiovox Corporation ("Audiovox") products.

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3. Creative Sales is a partnership formed by Gary Tabackman in 1985 for the purpose of doing business with various businesses, including Audiovox, and receiving payments in connection with Creative Sales' business transactions.
4. Philip Christopher is the Executive Vice President of Audiovox and the President of Audiovox Communications Corporation, a subsidiary of Audiovox.

Applicable Law

5. The Federal Election Campaign Act of 1971, as amended (the "Act"), makes it unlawful for any person to make a contribution in the name of another person or for any person to knowingly permit his or her name to be used to make such a contribution. Moreover, no person may knowingly help or assist any person in making a contribution in the name of another. 2 U.S.C. § 441f; 11 C.F.R. § 110.4(b)(1)(iii).

Events Regarding Violations

6. Between 1995 and 1999, the Tabackmans, collectively, made thirty \$1,000 contributions to candidates for federal office at Christopher's request.
7. Between 1995 and 1999, Audiovox made payments, totaling \$48,300, to Creative Sales.
8. On May 19, 1995, Audiovox made a \$4,600 payment to Creative Sales. During the 10 weeks prior to Audiovox's payment, Meridy Tabackman contributed \$1,000 to Robb for Senate, and Gary Tabackman contributed \$1,000 to Dole for President and \$1,000 to Friends of Senator D'Amato.

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9. On November 27, 1995, Audiovox made a \$3,200 payment to Creative Sales. During the 10 weeks prior to Audiovox's payment, Meridy Tabackman contributed \$1,000 to Engel for Congress and Gary Tabackman contributed \$1,000 to Citizens for Ron Klink.
10. On December 21, 1995, Gary Tabackman contributed \$1,000 to the Committee to Elect Gary Ackerman and \$1,000 to Torricelli for U.S. Senate. On December 22, 1995, Audiovox made a \$3,600 payment to Creative Sales.
11. Between January 26, 1996 and April 22, 1996, the Tabackmans, collectively, made six \$1,000 campaign contributions. Gary Tabackman contributed \$1,000 to each of the following campaign committees: Shelby for U.S. Senate, Ros-Lehtinen for Congress, Kennedy for Senate, Friends of Lee Hamilton and the Clinton/Gore '96 Primary Committee. Meridy Tabackman also contributed \$1,000 to Kennedy for Senate. On April 1, 1996, Audiovox made a \$3,500 payment to Creative Sales.
12. On June 6, 1996, Audiovox made a \$5,000 payment to Creative Sales. On June 8, 1996, Gary Tabackman contributed \$1,000 to Torricelli for U.S. Senate.
13. Between July 20, 1996 and October 31, 1996, Gary Tabackman contributed \$1,000 to each of the four following campaign committees: Citizens for Biden, Maloney for Congress, Citizens for Joe Kennedy and Menendez for Congress. On October 31, 1996, Audiovox made a \$4,250 payment to Creative Sales.
14. Between February 14, 1997 and July 7, 1997, the Tabackmans, collectively, made four \$1,000 campaign contributions. Meridy Tabackman contributed \$1,000 to

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Friends of Charlie Crist and Gary Tabackman contributed \$1,000 to Nadler for Congress, \$1,000 to Citizens for Biden and \$1,000 to Friends of Senator D'Amato. On June 20, 1997, Audiovox made a \$4,200 payment to Creative Sales.

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15. On December 11, 1997, Gary Tabackman contributed \$1,000 to Citizens for Arlen Specter. On December 24, 1997, Audiovox made a \$4,500 payment to Creative Sales.
 16. During 1998, Gary Tabackman contributed \$1,000 to Menendez for Congress and \$1,000 to Nita Lowey for Congress. During 1998, Audiovox made payments totaling \$6,000 to Creative Sales.
 17. During 1999, Audiovox made only one payment to Creative Sales. That payment, in the amount of \$5,200, was made on July 30, 1999. In the two months preceding Audiovox's payment, Gary Tabackman contributed a total of \$5,000 to candidates for federal office: \$1,000 to Maloney for Congress, \$1,000 to Citizens for Ron Klink, \$2,000 to Citizens for Sarbanes (Primary and General) and \$1,000 to Gore 2000.

Violations

V. The Commission has neither considered nor made findings as to whether there is probable cause to believe that the violations in this matter were knowing and willful, however, Respondent acknowledges that by permitting Audiovox to make campaign contributions in his and his wife's names, Respondent violated 2 U.S.C. § 441f. Respondent will cease and desist from violating 2 U.S.C. § 441f.

VI Respondent will pay a civil penalty to the Federal Election Commission in the amount of Forty-Five Thousand dollars (\$45,000) pursuant to 2 U.S.C. § 437g(a)(5)(B).

- 1. The initial payment of \$15,000 is due upon the signing of this agreement.**
- 2. The second payment of \$15,000 is due no more than 30 days from the date this agreement becomes effective.**
- 3. The third payment of \$15,000 is due no more than 60 days from the date this agreement becomes effective.**
- 4. In the event that any installment payment is not received by the Commission by the fifth day after it becomes due, the Commission may, at its discretion, accelerate the remaining payments and cause the entire amount to become due upon ten days written notice to the respondents. Failure by the Commission to accelerate the payments with regard to any overdue installment shall not be construed as a waiver of its right to do so with regard to future overdue installments.**

VII Pursuant to 2 U.S.C. § 437g(a)(4)(A)(i), this agreement, unless violated, is a complete bar to further action by the Commission against or concerning Respondent Gary Tabackman, Meridy Tabackman, and Creative Sales in connection with the facts in this matter.

VIII The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

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IX. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

X. Respondent shall have no more than 60 days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.


XI. Respondent understands that the recipient campaign committees will be requested to disgorge the above-referenced reimbursed contributions to the United States Treasury. Respondent waives any and all claims he and his wife may have to the refund or reimbursement of such contributions.

XII. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence H. Norton
General Counsel

BY:


Rhonda J. Vording
Associate General Counsel
for Enforcement

5/16/03
Date

FOR THE RESPONDENT:


Gary Tabackman

3/26/03
Date