

1 **BEFORE THE FEDERAL ELECTION COMMISSION**

2
3 In the Matter of)

4)
5 Carl L. Nicholson, Jr.)

MURs 5017 and 5205
6)
7)
8)

9 **CONCILIATION AGREEMENT**

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11 Matter Under Review ("MUR") 5017 was initiated by a signed, sworn, and notarized
12 complaint by the National Republican Congressional Committee. MUR 5205 was initiated by
13 the Federal Election Commission ("Commission") pursuant to information ascertained in the
14 normal course of carrying out its supervisory responsibilities. The Commission found reason to
15 believe Carl L. Nicholson, Jr. ("Respondent") violated 2 U.S.C. §§ 441a(a)(1)(A) and 441f.

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

19 I. The Commission has jurisdiction over the Respondent and the subject matter of this
20 proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C.
21 § 437g(a)(4)(A)(i).

22 II. Respondent has had a reasonable opportunity to demonstrate that no action should be
23 taken in this matter.

24 III. Respondent enters voluntarily into this agreement with the Commission.

25 IV. The pertinent facts and violations of law in this matter are as follows:

26 1. Friends of Ronnie Shows was the principal campaign committee of Clifford Ronald
27 "Ronnie" Shows for his campaign for the Democratic nomination for the United States House of
28 Representatives (Missouri's 9th District) in the 1998 primary.

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2. Cecil Brown is the treasurer of Friends of Ronnie Shows.

3. Under the Federal Election Campaign Act of 1971, as amended, ("the Act") a contribution is a gift, subscription, loan, advance, deposit of money, or anything of value made by a person for the purpose of influencing any election for federal office. 2 U.S.C. § 431(8)(A); 11 C.F.R. § 100.7(a)(1). A person is prohibited from making contributions to any candidate and his or her authorized political committees with respect to any election for federal office which, in the aggregate, exceed \$1,000. 2 U.S.C. § 441a(a)(1)(A). The Act and Commission regulations prohibit contributions in the name of another. 2 U.S.C. § 441f; 11 C.F.R. § 110.4(b). No person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such contribution. *Id.* No person shall knowingly accept a contribution made by one person in the name of another. *Id.*

4. The Respondent contributed an aggregate amount of \$15,000 to Friends of Ronnie Shows. This amount included a \$1,000 contribution from Respondent and a \$1,000 contribution that was not attributed properly to his wife. The remaining \$13,000 was contributed on behalf of 13 other individuals whose names were provided to the Committee. The Committee initially reported these individuals as having made \$1,000 contributions each. The Committee subsequently amended its report to show only one \$15,000 from Respondent.

V. 1. The Respondent made an excessive contribution of \$14,000 to Friends of Ronnie Shows, in violation of 2 U.S.C. § 441a(a)(1)(A).

2. The Respondent made a contribution in the name of others in the amount of \$13,000 in violation of 2 U.S.C. § 441f.

VI. The Respondent will pay a civil penalty to the Federal Election Commission in the amount of \$6,500 pursuant to 2 U.S.C. § 437g(a)(5)(A).

VII. 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 initiate a civil action for relief in the United States District Court for the District of Columbia.

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


IX. Respondent shall have no more than 30 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.

X. 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.

23.04.406.4055


1 FOR THE COMMISSION:

2 Lawrence H. Norton
3 General Counsel
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8 BY: 
9 Gregory R. Baker
10 Acting Associate General Counsel
11

1/8/02
Date

12
13 FOR THE RESPONDENT:

14 
15
16 James H. Duke
17
18 Name
19
20
21

11-4-01
Date