



FEDERAL ELECTION COMMISSION
WASHINGTON, D C 20463

VIA FIRST CLASS MAIL

OCT 3 2005

Charles E. Kelly, Esq.
Charles E. Kelly and Associates, P.C.
706 South 8th Street
Las Vegas, NV 89101

RE: MUR 5305
Nadine Giudicessi
James Bevan

Dear Mr. Kelly:

On September 20, 2005, the Federal Election Commission accepted the signed conciliation agreements and the civil penalty check in the amount of \$11,000 you submitted on behalf of your clients, Nadine Giudicessi and James Bevan, in settlement of their violation of 2 U.S.C. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter as it pertains to your clients.

The Commission reminds you that the confidentiality provisions of 2 U.S.C. § 437g(a)(12)(A) still apply, and that this matter is still open with respect to other respondents. The Commission will notify you when the entire file has been closed.

Enclosed you will find a copies of the fully executed conciliation agreements for your files. If you have any questions, please contact me at (202) 694-1650.

Sincerely,

Marianne Abely
Marianne Abely
Attorney

Enclosure
Conciliation Agreements (2)

26044132183

BEFORE THE FEDERAL ELECTION COMMISSION

2005 JUN -2 P 2: 38

In the Matter of

Nadine Giudicessi

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MUR 5305

CONCILIATION AGREEMENT

This matter was initiated by a complaint filed by Donald F. McGahn, II for the National Republican Congressional Committee. The Federal Election Commission ("Commission") found reason to believe that Respondent Nadine Giudicessi violated 2 U.S.C. § 441f.

NOW, THEREFORE, the Commission and 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 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:¹

¹ All of the facts recounted in this agreement occurred prior to the effective date of the Bipartisan Campaign Reform Act of 2002 ("BCRA"), Pub. L. 107-155, 116 Stat. 81 (2002). Accordingly, unless specifically noted to the contrary, all citations to the Federal Election Campaign Act of 1971, as amended (the "Act"), herein are to the Act as it read prior to the effective date of BCRA and all citations to the Commission's regulations herein are to the 2002 edition of Title 11, Code of Federal Regulations, which was published prior to the Commission's promulgation of any regulations under BCRA. All statements of the law in this agreement that are written in the present tense shall be construed to be in either the present or the past tense, as necessary, depending on whether the statement would be modified by the impact of BCRA or the regulations thereunder.

Parties

1. James M. Rhodes is a Las Vegas, Nevada real estate developer and a partner in Rhodes Ranch General Partnership. He is the President of Rhodes Design and Development Corporation and is the owner of Bravo, Inc. The Commission has developed information indicating that he contributed \$30,000 between 1997 and 2002 to various candidate and other committees.
2. Rhodes Design and Development Corporation ("RDDC") is a Las Vegas, Nevada real estate development company owning and operating several real estate enterprises including Rhodes Ranch General Partnership. James M. Rhodes has a substantial equity interest in Rhodes Design and Development Corporation.
3. Bravo, Inc. d/b/a Rhodes Framing ("Bravo") is a Las Vegas, Nevada construction framing company wholly owned by James M. Rhodes.
4. Nadine Giudicessi is corporate controller at Rhodes Design and Development Corporation. Her responsibilities include day-to-day bookkeeping at the various entities that make up RDDC.
5. James A. Bevan is the Chief Financial Officer at Rhodes Design and Development Corporation. He is Nadine Giudicessi's supervisor.
6. Twelve employees or former employees of RDDC, Rhodes Ranch, or Bravo, and two of their spouses, were solicited to deliver contributions to Nadine Giudicessi and/or James Bevan. These individuals are collectively referred to as the "conduit contributors."

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7. Herrera for Congress ("Herrera Committee") was the principal campaign committee of Dario Herrera, a candidate in the 2002 election for Nevada's 3rd Congressional District.
8. Friends for Harry Reid ("Reid Committee") is the principal campaign committee of Harry Reid, a U.S. Senator from Nevada.

Applicable Law

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

Facts

10. During the 2002 election cycle, James M. Rhodes asked Nadine Giudicessi and James A. Bevan to make contributions to the Herrera and Reid committees. He also requested that they ask management-level staff at RDCC and Bravo to do the same.
11. Rhodes told Giudicessi and Bevan that they and any management-level staff member who contributed to either the Herrera or Reid committee would be reimbursed for his or her contribution. Rhodes also specified the amounts each employee could lawfully contribute.
12. In response to Rhodes' request, Giudicessi and Bevan asked the conduit contributors to contribute to the Herrera Committee. Each was told that his or her contributions would be reimbursed.

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13. Nadine Giudicessi also asked one particular conduit contributor to obtain a contribution check from her husband. The individual complied and delivered a \$1,000 contribution check to the Herrera Committee in her husband's name.
14. Ms. Giudicessi also submitted a \$2,000 check to the Herrera Committee in her husband's name.
15. Together, Rhodes and the conduit contributors contributed a total of \$27,000 to the Herrera Committee.
16. Herrera appeared in person at RDDC's offices to collect some of the reimbursed contributions. After arriving, he spoke with Giudicessi for an hour, and waited as she collected checks from employees who had not yet turned them in.
17. Nadine Giudicessi and James A. Bevan also asked the conduit contributors to contribute to the Reid Committee. Combined with Giudicessi's and Bevan's own contributions, these individuals made a total of \$10,000 in contributions to the Reid Committee, each contributing \$1,000 for both the primary and general elections.
18. The Commission has developed information indicating that the Herrera and Reid committees reported the conduit contributors' contributions to the Federal Election Commission as contributions from Rhodes and the individual conduit contributors.
19. In order to reimburse his own and the conduit contributors' contributions, James M. Rhodes asked Nadine Giudicessi and James A. Bevan to draw five checks from three different bank accounts at Rhodes Design and Development Corp., Bravo, Inc. d/b/a Rhodes Framing, and Rhodes Ranch General Partnership.
20. The five reimbursement checks were written to cash and petty cash in amounts ranging from \$5,000 to \$10,000.

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21. Giudicessi and Bevan distributed the proceeds of these reimbursement checks to the conduit contributors.

22. Corporate ledger reports refer to the reimbursement checks in various ways: one reimbursement check for \$5,000 was accounted for in the general ledger as "cash for travel"; one was described as "reimburse," a common entry for reimbursed business expenses; two were attributed to "petty cash"; and one was described only as "*."

Violations

V. Respondent Nadine Giudicessi violated 2 U.S.C. § 441f by assisting James M. Rhodes, Rhodes Design and Development Corp., Rhodes Ranch General Partnership, and Bravo Inc. d/b/a Rhodes Framing in making contributions to the Herrera and Reid Committees in the names of others, as well as allowing her name to be used to make a contribution in the name of another. Respondent will cease and desist from violating 2 U.S.C. § 441f.

Civil Penalty

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

Other Provisions

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

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VIII. This agreement shall become effective as of the date all parties hereto 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 requirement contained in this agreement and to so notify the Commission.

X. Respondent understands that the recipient campaign committees may be requested to disgorge the above-referenced reimbursed contributions to the United States Treasury.

Respondent waives any and all claims she may have to the refund or reimbursement of such contributions.

XI. 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. Vosdigh
Rhonda J. Vosdigh
Associate General Counsel
for Enforcement

9/30/05
Date

Nadine Giudicessi
Nadine Giudicessi
Charles E. Kelly and Associates
Counsel for Nadine Giudicessi

5/19/05
Date

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BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of

James A. Bevan

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MUR 5305

CONCILIATION AGREEMENT

This matter was initiated by a complaint filed by Donald F. McGahn, II for the National Republican Congressional Committee. The Federal Election Commission ("Commission") found reason to believe that Respondent James A. Bevan violated 2 U.S.C. § 441f.

NOW, THEREFORE, the Commission and 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 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).
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¹ All of the facts recounted in this agreement occurred prior to the effective date of the Bipartisan Campaign Reform Act of 2002 ("BCRA"), Pub. L. 107-155, 116 Stat. 81 (2002). Accordingly, unless specifically noted to the contrary, all citations to the Federal Election Campaign Act of 1971, as amended (the "Act"), herein are to the Act as it read prior to the effective date of BCRA and all citations to the Commission's regulations herein are to the 2002 edition of Title 11, Code of Federal Regulations, which was published prior to the Commission's promulgation of any regulations under BCRA. All statements of the law in this agreement that are written in the present tense shall be construed to be in either the present or the past tense, as necessary, depending on whether the statement would be modified by the impact of BCRA or the regulations thereunder.

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Parties

1. James M. Rhodes is a Las Vegas, Nevada real estate developer and a partner in Rhodes Ranch General Partnership. He is the President of Rhodes Design and Development Corporation and is the owner of Bravo, Inc. The Commission has developed information indicating that he contributed \$30,000 between 1997 and 2002 to various candidate and other committees.
2. Rhodes Design and Development Corporation ("RDDC") is a Las Vegas, Nevada real estate development company owning and operating several real estate enterprises including Rhodes Ranch General Partnership. James M. Rhodes has a substantial equity interest in Rhodes Design and Development Corporation.
3. Bravo, Inc. d/b/a Rhodes Framing ("Bravo") is a Las Vegas, Nevada construction framing company wholly owned by James M. Rhodes.
4. Nadine Giudicessi is corporate controller at Rhodes Design and Development Corporation. Her responsibilities include day-to-day bookkeeping at the various entities that make up RDDC.
5. James A. Bevan is the Chief Financial Officer at Rhodes Design and Development Corporation. He is Nadine Giudicessi's supervisor.
6. Twelve employees or former employees of RDDC, Rhodes Ranch, or Bravo, and two of their spouses, were solicited to deliver contributions to Nadine Giudicessi and/or James Bevan. These individuals are collectively referred to as the "conduit contributors."

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8. Friends for Harry Reid ("Reid Committee") is the principal campaign committee of Harry Reid, a U.S. Senator from Nevada.

Applicable Law

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

Facts

10. During the 2002 election cycle, James M. Rhodes asked Nadine Giudicessi and James A. Bevan to make contributions to the Herrera and Reid committees. He also requested that they ask management-level staff at RDCC and Bravo to do the same.
11. Rhodes told Giudicessi and Bevan that they and any management-level staff member who contributed to either the Herrera or Reid Committee would be reimbursed for his or her contribution. Rhodes also specified the amounts each employee could lawfully contribute.
12. In response to Rhodes' request, Giudicessi and Bevan asked the conduit contributors to contribute to the Herrera Committee. Each was told that his or her contributions would be reimbursed.

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13. Together, Rhodes and the conduit contributors made a total of \$27,000 in contributions to the Herrera Committee.
14. James A. Bevan and Nadine Giudicessi also asked the conduit contributors to contribute to the Reid Committee. Combined with Giudicessi's and Bevan's own contributions, these individuals made a total of \$10,000 in contributions to the Reid Committee, each contributing \$1,000 for both the primary and general elections.
15. The Commission has developed information indicating that the Herrera and Reid committees reported the conduit contributors' contributions to the Federal Election Commission as contributions from Rhodes and the individual conduit contributors.
16. In order to reimburse his own and the conduit contributors' contributions, James M. Rhodes asked Nadine Giudicessi and James A. Bevan to draw five checks from three different corporate bank accounts at Rhodes Design and Development Corp., Bravo, Inc. d/b/a Rhodes Framing, and Rhodes Ranch General Partnership.
17. The five reimbursement checks were written to cash and petty cash in amounts ranging from \$5,000 to \$10,000.
18. Giudicessi and Bevan distributed the proceeds of these reimbursement checks to the conduit contributors.
19. Corporate ledger reports refer to the reimbursement checks in various ways: one reimbursement check for \$5,000 was accounted for in the general ledger as "cash for travel"; one was described as "reimburse," a common entry for reimbursed business expenses; two were attributed to "petty cash"; and one was described only as "*."

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Violations

V. Respondent James A. Bevan violated 2 U.S.C. § 441f by assisting James M. Rhodes, Rhodes Design and Development Corp., Rhodes Ranch General Partnership, and Bravo Inc. d/b/a Rhodes Framing in making contributions to the Herrera and Reid Committees in the names of others, as well as allowing his name to be used to make a contribution in the name of another. Respondent will cease and desist from violating 2 U.S.C. § 441f.

Civil Penalty

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

Other Provisions

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 institute 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 all parties hereto 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 requirement contained in this agreement and to so notify the Commission.

X. Respondent understands that the recipient campaign committees may be requested to disgorge the above-referenced reimbursed contributions to the United States Treasury.

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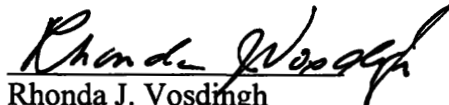
Respondent waives any and all claims he may have to the refund or reimbursement of such contributions.

XI. 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. Vosdinger
Associate General Counsel
for Enforcement

9/30/05
Date


James A. Bevan
Charles E. Kelly and Associates
Counsel for James A. Bevan

5/19/05
Date

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