



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

FEB 1 2005

Jennifer M. Gatherwright, Esq.
The Horowitz Law Firm, P.S.C.
541 Buttermilk Pike, Suite 305
Crescent Springs, Kentucky 41017-1689

RE: MUR 5335R
Bill Shehan, Jr.

Dear Ms. Gatherwright:

On February 15, 2005, the Federal Election Commission accepted the signed conciliation agreement and civil penalty submitted on your client's behalf in settlement of a violation of 2 U.S.C. §§ 441a(a)(1)(A) and 441f, provisions of the Federal Election Campaign Act of 1971, as amended ("the Act"). Accordingly, the file has been closed in this matter.

Documents related to the case will be placed on the public record within 30 days. *See* Statement of Policy Regarding Disclosure of Closed Enforcement and Related Files, 68 Fed. Reg. 70,426 (Dec. 18, 2003). Information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. *See* 2 U.S.C. § 437g(a)(4)(B).

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

Sincerely,

Ana J. Peña-Wallace
Attorney

Enclosure
Conciliation Agreement

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1 **BEFORE THE FEDERAL ELECTION COMMISSION**

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4 In the Matter of:)

5)
6 Bill Shehan, Jr.) MUR 5335R
7)
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9 **CONCILIATION AGREEMENT**

10 This matter was initiated by a signed, sworn, and notarized written complaint by Dennis
11 Repenning. The Federal Election Commission ("Commission") found reason to believe that Bill
12 Shehao, Jr. ("Respondent") knowingly and willfully violated 2 U.S.C. §§ 441a(a)(1)(A) and
13 441f.¹

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

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

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

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

23 IV. The pertinent facts in this matter are as follows:
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¹ The events that are the subject of this complaint occurred prior to November 6, 2002, the effective date of the Bipartisan Campaign Reform Act of 2002 ("BCRA"), Pub. L. 107-155, 116 Stat. 81 (2002). Therefore, unless noted to the contrary, all references to statutes and regulations in this report pertain to those that were in effect prior to the implementation of BCRA

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6. Minor children (children under 18 years of age) may make contributions to any candidate or political committee which in aggregate do not exceed the limitations if: 1) the decision to contribute is made knowingly and voluntarily by the minor child; 2) the funds, goods, or services contributed are owned or controlled exclusively by the minor child; and 3) the contribution is not made from the proceeds of a gift, the purpose of which was to provide funds to be contributed, or is not in any other way controlled by another individual. See 11 C.F.R. § 110.1(i)(2).

² In its original Statement of Organization, the Committee was named "Geoff Davis 2002." The Committee originally designated its treasurer as Jody L. Green. On January 25, 2003, the Committee filed an amended Statement of Organization changing its name to "Geoff Davis for Congress" and its treasurer to Joe Green. However, some of the committee's disclosure reports provide that its name is "Davis, Geoffrey C." For purposes of clarity, hereinafter it is referred to as "Geoff Davis for Congress" or "the Committee."

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1 7. On or about July 8, 2002, the Respondent made a \$1,000 contribution to the
2 Committee that was designated for the 2002 general election.

3 8. On or about July 8, 2002, the Respondent made a \$1,000 contribution to the
4 Committee that was designated for the 2002 general election and attributed the contribution to
5 his four-year-old daughter, Susan Shehan. Susan Shehan's contribution was made with the use
6 of a cashier's check that designated her as the "Remitter."

7 9. On or about July 8, 2002, the Respondent made a \$1,000 contribution to the
8 Committee that was designated for the 2002 general election and attributed the contribution to
9 his five-year-old daughter, Georgia Shehan. Georgia Shehan's contribution was made with the
10 use of a cashier's check that designated her as the "Remitter."

11 10. Georgia Shehan and Susan Shehan did not knowingly and voluntarily make
12 the contributions to the Committee that were attributed to them.

13 11. On October 17, 2002, the Committee refunded \$2,000 to Georgia and Susan
14 Shehan.

15 IV. Respondent made excessive contributions to the Committee totaling \$2,000 in the
16 names of his minor children, Georgia and Susan Shehan, in violation of 2 U.S.C.
17 §§ 441a(a)(1)(A) and 441f.

18 VI. Respondent will pay a civil penalty to the Federal Election Commission in the
19 amount of Two Thousand dollars (\$2,000), pursuant to 2 U.S.C. § 437g(a)(5)(A).

20 VII. The Commission, on request of anyone filing a complaint under 2 U.S.C.
21 § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance
22 with this agreement. If the Commission believes that this agreement or any requirement thereof

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has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia. 2 U.S.C. § 437g(a)(5)(D).

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

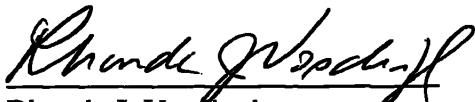
IX. Respondent shall have no more than 30 days from the date this agreement becomes effective to comply with and implement the requirement contained in this agreement and to so notify the Commission.

X. 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
Associate General Counsel

2/22/05
Date

FOR RESPONDENTS:

(Name)

(Position)

1-18-2005
Date