

**FEDERAL ELECTION COMMISSION**  
**999 E Street, N.W.**  
**Washington, D.C. 20463**

**FIRST GENERAL COUNSEL'S REPORT**

PRE-MUR: 500

DATE ACTIVATED: May 20, 2010

EXPIRATION OF SOL: June 12, 2012  
(earliest) / April 25, 2013 (latest)

**SOURCE:**

*Sua Sponte*

**RESPONDENT:**

Evan H. Snapper

**RELEVANT STATUTES  
AND REGULATIONS:**

2 U.S.C. § 441f  
2 U.S.C. § 441b(a)  
11 C.F.R. § 110.4(b)(1)(i), (ii) and (iii)

**INTERNAL REPORTS CHECKED:**

Disclosure Reports

**FEDERAL AGENCIES CHECKED:**

**I. INTRODUCTION**

Anchin, Block & Anchin LLP, an accounting and business management firm headquartered in New York, filed a *sua sponte* submission disclosing \$62,100 in aggregate reimbursed contributions from the accounts of its former client, novelist Patricia Cornwell. According to the submission, then-partner Evan H. Snapper, who had authority to withdraw funds from, and write checks on, Ms. Cornwell's personal and corporate bank accounts as part of Anchin's management of her funds, reimbursed the contributions at the direction of Ms. Cornwell, including contributions made by Mr. Snapper himself. It appears that Anchin's submission was largely based on information furnished to the firm by Mr. Snapper, and purportedly based on his personal knowledge. Anchin and Mr. Snapper are represented by separate counsel.

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18       As discussed in more detail below, we recommend that the Commission find reason to  
19 believe that Evan H. Snapper knowingly and willfully violated 2 U.S.C. § 441f by knowingly  
20 assisting in making contributions in the name of another and by knowingly permitting his name  
21 to be used to effect a contribution in the name of another, and enter into pre-probable cause  
22 conciliation with him.

1 **II. FACTUAL AND LEGAL ANALYSIS**

2 **A. Factual Background**

3 Between 2004 and 2009, Anchin provided various business management services to Ms.  
4 Cornwell. Anchin Submission, 4/6/10, at 2. During this time, Mr. Snapper was a partner in  
5 Anchin's Business Management Unit and was in charge of Ms. Cornwell's client services.<sup>1</sup> *Id.*  
6 There was no contract executed between Anchin and Ms. Cornwell spelling out the terms and  
7 conditions of Anchin's management obligations. Anchin Submission, 7/9/10, at 2. However,  
8 according to Ms. Cornwell, she gave Anchin power of attorney to conduct the entirety of her  
9 financial affairs. Cornwell Response, at 3. Her earnings were sent directly to Anchin, which  
10 deposited those funds into various bank accounts against which the firm wrote checks and wired  
11 funds to pay her bills. *Id.* Ms. Cornwell states that Anchin did not provide her with monthly or  
12 periodic balance sheets, cash flow reports or other reports regarding her finances. *Id.* Based on  
13 Anchin's submission, however, it appears that it provided at least one update in the form of a  
14 schedule containing all her political and charitable contributions in 2007 with comparison  
15 information for 2006. Anchin Submission, 9/23/10, at ABA/FEC 544-549. Other  
16 documentation provided in the submission suggests that Anchin may have provided her with  
17 copies of cash flow reports for her Anchin accounts for the months of March, April and  
18 September 2008. Anchin Submission, 9/23/10, at ABA/FEC 631- 634, 637- 640. Ms. Cornwell  
19 terminated her business relationship with Anchin effective August 31, 2009. Cornwell

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<sup>1</sup> Previously, Ms. Cornwell's finances were managed by Yohalem Gillman & Company LLP where Mr. Snapper was a partner. When Yohalem Gillman combined with Anchin, Ms. Cornwell moved her accounts to Anchin. Cornwell Response, at 2-3. Ira Yohalem became the head of the Business Management Unit at Anchin, and Mr. Snapper reported to him. Anchin Submission, 7/9/10, at 2.

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1 Response, at Exhibit 18, *Cornwell Entertainment, Inc. et al v. Anchin, Block & Anchin LLP et*  
2 *al.*, at ¶ 23.

3 This matter arose in the context of a private lawsuit filed by Ms. Cornwell against Anchin  
4 and Mr. Snapper in the fall of 2009 in the U.S. District Court for the District of Massachusetts,  
5 seeking a full accounting of all financial activity handled by Anchin on her behalf and restitution  
6 for, among other things, alleged mismanagement and conversion of her personal and corporate  
7 funds. *Cornwell Entertainment, Inc. et al v. Anchin, Block & Anchin LLP et al.*, Civil Action  
8 No. 09-11708. In the process of the firm preparing an answer to the complaint, Mr. Snapper, for  
9 the first time, informed Anchin's Executive Committee of the reimbursements that are the  
10 subject of the *sua sponte*.

11  
12 she amended the complaint in her lawsuit to include specific allegations that Anchin  
13 mishandled her political contributions, misinformed her regarding requirements relating to  
14 political contributions, and improperly reimbursed its own employees for contributions from her  
15 corporate and personal accounts without her knowledge. Cornwell's Response, at Exhibit 18,  
16 *Cornwell Entertainment, Inc., et al.*, at ¶ 35(i). Anchin's answer in the civil suit denies these  
17 allegations. Anchin Submission, 7/9/10, at ABA/FEC 149 (Defendant Anchin's Answer to Third  
18 Amended Complaint ¶ 35 in *Cornwell Entertainment, Inc., et al.*). Mr. Snapper resigned from  
19 his position at Anchin effective December 1, 2010.

20 **1. Reimbursed Contributions to Jim Gilmore Campaigns**

21 The first contributions at issue were made to Jim Gilmore's 2008 Presidential campaign.  
22 According to Ms. Cornwell, Mr. Gilmore was a personal friend. Cornwell Response, at 8.  
23 However, she did not personally want to be on record contributing to Mr. Gilmore's Presidential

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1 campaign because she was not aligned with the same political party as Gilmore; she informed  
2 Mr. Snapper that she would encourage others to support his campaign. *Id.* at 9; FBFP, at ¶ 4.

3 In June 2007, Mr. Snapper and his wife made a total of \$4,600 in contributions (\$2,300  
4 each) to Jim Gilmore's 2008 Presidential campaign. Anchin Submission, 4/6/10, at 5 and  
5 Exhibit 2; FBFP, at ¶ 5. In order to reimburse the contributions, on June 12, 2007, Mr. Snapper  
6 authorized a \$5,000 payment to himself from Ms. Cornwell's Anchin account. *Id.* at Exhibit 2  
7 and ABA/FEC 120; FBFP, at ¶ 6. He recorded the reimbursement in Anchin's records as a  
8 bat mitzvah gift from Ms. Cornwell to his daughters *Id.* at 5.

9 Anchin alleges that Ms. Cornwell directed the reimbursements of the Snappers'  
10 contributions to Jim Gilmore's campaigns because Gilmore was her personal friend and she  
11 wanted to support his campaign, but did not want to be identified with it. *Id.*, at 4; *see also*  
12 Cornwell Response, at 9. However, the submission does not provide any specific information as  
13 to how Ms. Cornwell directed the reimbursements and how Mr. Snapper came to understand that  
14 Ms. Cornwell was directing him to make the reimbursements. The FBFP merely states that in or  
15 about June 2007, Ms. Cornwell, who is referred to as "Person A," asked Mr. Snapper to make a  
16 contribution to the Jim Gilmore for President Committee. FBFP, at ¶ 4.

17 In addition, the submission does not address the fact that the reimbursement check,  
18 \$5,000, was greater than the \$4,600 the Snappers contributed to the Gilmore Presidential  
19 campaign. Ms. Cornwell states that she never instructed Mr. Snapper to donate to Gilmore's  
20 Presidential campaign, nor did she ever authorize him to reimburse himself or his wife from her  
21 funds. Cornwell Response, at 9.

22 In November 2007, Mr. Snapper and his wife also made a total of \$9,200 in contributions  
23 (\$4,600 each) to the primary and general elections for Gilmore's 2008 U.S. Senate campaign.

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1 Anchin Submission, 4/6/10, at Exhibit 2; FBFP, at ¶ 9. The donor cards for the Snappers were  
2 signed by Evan Snapper with instructions to charge the contributions to his credit card. Anchin  
3 Submission, 9/23/10, at ABA/FEC 581-582. In December 2007, Mr. Snapper authorized  
4 reimbursements for these contributions by direct payments made from Ms. Cornwell's bank  
5 account to Mr. Snapper's credit card. Anchin Submission, 4/6/10, at Exhibit 2, and ABA/FEC  
6 133, 134, 136-138; FBFP, at ¶ 10.

7 As with the contributions to Gilmore's presidential campaign, Anchin contends that Ms.  
8 Cornwell directed Mr. Snapper to reimburse his and his wife's contributions to the Gilmore  
9 Senate campaign. Anchin Submission, 4/6/10, at 5. Anchin did not provide any documentation  
10 in support of its position that Ms. Cornwell authorized the reimbursements. Ms. Cornwell denies  
11 authorizing the Snappers to be reimbursed from her accounts, stating that she merely asked  
12 Anchin to suggest to others that they support Gilmore. Cornwell Response, at 9. Ms. Cornwell  
13 relies on an email exchange between herself and Mr. Snapper as evidence of her position that she  
14 did not authorize the reimbursements.

15 Specifically, in a November 19, 2007 email from Ms. Cornwell to Mr. Snapper and  
16 Laurie Fasinski (a director in Anchin's Business Management Unit and a subordinate to Mr.  
17 Snapper), she forwards Gilmore's U.S. Senate campaign announcement and states, "I will want  
18 to contribute to this. He is a good man and I don't mind supporting him for senate for VA -- just  
19 didn't want to get involved in the presidential race, as I'm for Hillary. So can you make the first  
20 contribution?" Cornwell Response, at PC/FEC 0050. Ms. Fasinski replied the same day in an  
21 email: "Ms. C., I will orchestrate." Anchin Submission, 9/23/10, at ABA/FEC 536. On  
22 November 26, 2007, a check in the amount of \$4,600 was drafted on Ms. Cornwell's Anchin  
23 account made payable to Jim Gilmore for Senate, and a donor card to the committee was

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1 prepared in her name, though it does not bear any signature. Anchin Submission, 9/23/10, at  
2 ABA/FEC 605 and 607.

3 Ms. Cornwell states, however, that she subsequently changed her mind about directly  
4 contributing to Mr. Gilmore's Senate campaign. Cornwell Response, at 9-10 and PC/FEC 0050.  
5 On November 27, 2007, Ms. Cornwell emailed Laurie Fasinski and asked to have Mr. Snapper  
6 "handle this situation (Senate contribution) the same way he handled the presidential one. Staci  
7 and I can't have our names attached to this, but it's fine to suggest others support him."  
8 Cornwell Response, at PC/FEC 0057-58. On the same day, Mr. Snapper replied to this email  
9 saying he would handle it. *Id.* Anchin produced a paper copy of Ms. Cornwell's November 27,  
10 2007 email to Ms. Fasinski containing handwriting by Ms. Fasinski stating: "Did [E]van take  
11 care of" and by Mr. Snapper stating: "Done." Anchin Submission, 9/23/10, at ABA/FEC 177. It  
12 appears that a stop payment was executed on the contribution check from Ms. Cornwell to Jim  
13 Gilmore for Senate. Anchin Submission, 9/23/10, at ABA/FEC 606. On the afternoon of  
14 November 27, 2007, the Snappers made their contributions to the Gilmore for Senate committee.  
15 As previously noted, Mr. Snapper charged the contributions to his credit card, and later paid his  
16 credit card bill with a check from Ms. Cornwell's account at Anchin. Anchin Submission,  
17 9/23/10, at ABA/FEC 583-584. The stub attached to the reimbursement check states that it is for  
18 a contribution to Jim Gilmore.

19 There is no additional information in the submission or the response that clarifies Mr.  
20 Snapper's and Ms. Cornwell's understandings of the Gilmore transactions. The FBFP states that,  
21 with respect to this contribution, Ms. Cornwell once again did not make an individual  
22 contribution to the Gilmore for Senate Committee but instead asked Mr. Snapper to make a  
23 contribution to that campaign. FBFP, at ¶ 8.

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2. Reimbursed Contributions to Hillary Clinton for President

According to Anchin's submission, at Ms. Cornwell's direction, Mr. Snapper authorized the reimbursement of \$48,300 in contributions to Hillary Clinton's 2008 Presidential campaign. The conduits for these contributions include Ms. Cornwell's relatives and friends, Anchin employees and their spouses, other Anchin associates, and Mr. Snapper himself.<sup>2</sup> Anchin Submission, 4/6/10, at Exhibit 1.

The submission and response provide contradictory information as to how these reimbursements originated. Anchin maintains that Ms. Cornwell directed the reimbursements of the contributions to Hillary Clinton's Presidential campaign so that she could receive credit for raising \$50,000 and become a "Chair" for the Elton John fundraising event. Anchin Submission, 4/6/10, at 3.<sup>3</sup> In contrast, Ms. Cornwell maintains that she was unaware that she and her partner would be listed as co-chairs of the event, and that they did not attend the event, due to a scheduling conflict. Cornwell Response, at 7.

During the morning of March 17, 2008, Mr. Snapper forwarded to Ms. Cornwell an invitation addressed to Staci Gruher, Ms. Cornwell's partner, to an April 9, 2008 Elton John concert to support the Hillary Clinton Presidential campaign, even though he had previously informed Ms. Cornwell that she had reached the maximum level of contributions to the Clinton campaign; Ms. Cornwell states that she did not solicit this action. Cornwell Response, at 5 and

<sup>2</sup> The submission names the conduits, includes the amount of their contributions, and also attaches copies of donor cards and reimbursement vehicles, such as checks and credit card records. The donor cards, signed by the conduits, including Mr. Snapper, contain statements regarding the individual contribution limits for the 2008 general election, that contributions must be made from a contributor's personal funds, and that individuals are strictly prohibited from reimbursing another person for making a contribution. Anchin Submission, 4/6/10, at ABA/FEC 86-118.

<sup>3</sup> The \$2,300 contribution from Michele Snapper to the Clinton campaign was not reimbursed, and that amount has not been included in the total \$48,300 amount reimbursed. Anchin Submission, 4/6/10, at Exhibit 1, footnote 2.

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1 at PC/FEC 0001-0012. Later that day, Ms. Cornwell sent an email to Mr. Snapper expressing  
2 disappointment that she had not received an invitation to the concert fundraising event, because  
3 she had donated to Hillary Clinton. Anchin Submission, 9/23/10, at 235 and 238. Thereafter, on  
4 a date unknown, Ms. Cornwell suggested to Mr. Snapper that she purchase a large block of  
5 tickets to the Elton John concert and donate them back to the campaign to be resold, but Mr.  
6 Snapper informed her that doing so was prohibited by federal campaign regulations. Cornwell  
7 Response, at 6; FBFP, at ¶ 13-14. Around this time, according to Ms. Cornwell, Ms. Fasinski  
8 "informed Ms. Cornwell that Anchin could arrange for others to attend the Elton John concert,  
9 with the tickets being ultimately paid for by Ms. Cornwell." *Id.* Ms. Cornwell states that Ms.  
10 Fasinski informed her that Anchin had done likewise for other clients on previous occasions. *Id.*  
11 Ms. Cornwell alleges that Mr. Snapper then suggested that if Ms. Cornwell were to identify  
12 members of her family and friends who might want to attend the concert, Anchin could obtain  
13 tickets for them. *Id.* Mr. Snapper concedes in the FBFP that he told Ms. Cornwell she could  
14 find other people to buy the tickets, and indicates that Cornwell suggested that she simply  
15 reimburse them for the tickets. FBFP, at ¶ 14. Subsequently, Ms. Fasinski informed Ms.  
16 Cornwell via emails dated March 20 and 31, 2008 that she and Mr. Snapper were working on  
17 obtaining tickets to the concert for Ms. Cornwell's friends. *Id.* at PC/FEC 0024, 0026-27.  
18 Anchin denies that Mr. Fasinski told Ms. Cornwell that Anchin had reimbursed contributions for  
19 other clients in the past, or that it is aware of any previous occasions where Anchin clients  
20 reimbursed conduit contributions through their Anchin accounts. Anchin Submission, 7/9/10, at  
21 4; *see also* Anchin Submission, 4/6/10<sup>1048</sup>, at 7. Ultimately, Mr. Snapper and others secured twenty-  
22 two concert tickets, at a cost of \$2,300 each, for Ms. Cornwell's friends and family members, as  
23 well as for Anchin personnel, and some of their spouses, all but one of which Mr. Snapper

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1 reimbursed from Ms. Cornwell's accounts at Anchin. Anchin Submission, 4/16/10, at Exhibit 1;  
2 FBFP, at ¶¶ 15- 17.

3 While Ms. Cornwell admits that she knew she was purchasing tickets for her family and  
4 friends, she maintains that she was unaware that Mr. Snapper also was recruiting Anchin  
5 personnel to attend the concert at her expense.<sup>4</sup> *Id.* at 7. However, Anchin produced  
6 documentation suggesting Ms. Cornwell was aware that tickets she purchased would be used by  
7 others in addition to her friends and family. On April 7, 2008, Ms. Fasinski and Ms. Cornwell  
8 had an email exchange in which Mr. Fasinski asked Ms. Cornwell how she wanted to handle the  
9 extra concert tickets. Ms. Cornwell replied that Ms. Fasinski should offer the extra tickets to Ms.  
10 Cornwell's friends first, but not to "take back those you've promised to yourselves and others"  
11 and "the rest you and Evan can use, as planned." Anchin Submission, 9/23/10, at ABA/FEC  
12 258. Ms. Fasinski responded, "...thank you again for giving me and Evan the opportunity to  
13 go." *Id.* at ABA/FEC 268. Mr. Snapper, Ms. Fasinski, and Ira Yohalem (partner and head of  
14 Anchin's Business Management Unit) also sent emails to Ms. Cornwell thanking her for their  
15 tickets after they attended the concert. Anchin Submission 9/23/10, at ABA/FEC 295, 301 and  
16 306.

17 Mr. Snapper effectuated all the reimbursements for the concert tickets from Ms.  
18 Cornwell's accounts, through cash, payments by check to individuals, or payments directly to the  
19 individuals' credit card companies. Mr. Snapper provided the twenty individuals (in addition to  
20 his wife and himself) with contribution forms, provided instructions as to how they should be  
21 filled out, and forwarded them to the Hillary Clinton for President Committee. FBFP, at ¶ 17.  
22 Mr. Snapper recorded some of the reimbursements to the conduits in Anchin's records as

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<sup>4</sup> Among others, the Anchin conduits included Mr. Snapper, Partner Ira Yohalem, and the Director of Business Management Unit, Laurie Fasinski.

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1 expenses, or as cash payments, credit card payments, or reimbursements, without specifying that  
2 they were a reimbursement for political contributions. For example, in the case of the  
3 contributions by Mr. Yohalem, an Anchin partner, and his wife, Shirley, the reimbursement is  
4 described on the accounts payable invoice as "design services." Anchin Submission, 4/6/10, at  
5 ABA/FEC at 124. Although the records initially reflected the reimbursement to another conduit  
6 as "Elton John Tickets," they were later altered only to reflect "reimbursement." *Id.* at  
7 ABA/FEC 121-123. Cash flow reports Anchin prepared for Ms. Cornwell for March and April  
8 2008 reflect checks, not only to some of her friends and family member conduits, but also the  
9 reimbursement to Shirley Yohalem, as well as a payment to MasterCard for \$4,500. Anchin  
10 Submission, 9/23/10, at ABA/FEC 639-640, 637-638. The corresponding check stub indicates  
11 that the MasterCard payment was to another conduit who was a spouse of an Anchin Certified  
12 Public Accountant. *Id.* at ABA/FEC 694.

13 **B. Legal Analysis**

14 The Act provides that "no person shall make a contribution in the name of another person  
15 or knowingly permit his name to be used to effect such a contribution." 2 U.S.C. § 441f. The  
16 prohibition extends to knowingly helping or assisting any person in making a contribution in the  
17 name of another. 11 C.F.R. § 110.4(b)(1)(iii).

18 Based on the available information, it appears that Mr. Snapper violated 2 U.S.C. § 441f  
19 by knowingly permitting his name to be used to make contributions in the name of another, and  
20 by knowingly assisting others to make contributions in the name of another. 2 U.S.C. § 441f; 11  
21 C.F.R. § 110.4(b)(1)(i)-(iii). Mr. Snapper admits in the FBFP that he permitted his name to be  
22 used to effectuate \$13,800 in contributions to the Gilmore campaigns, and then reimbursed his  
23 and his wife's contributions through disbursements from Ms. Cornwell's accounts. Further, after

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1 confirming to Ms. Cornwell that she had "maxed out" her permissible contribution limits, he  
2 assisted in making \$48,300 in contributions to the Hillary Clinton for President committee by  
3 making his own contribution, helping or recruiting others to buy tickets for the concert  
4 fundraising event, and then authorizing the reimbursement of those contributions through  
5 disbursements from Ms. Cornwell's accounts.

6 There is sufficient information at this stage of the proceeding to establish that the  
7 violation was knowing and willful. To establish a knowing and willful violation, there must be  
8 knowledge that one is violating the law. *See FEC v. John A. Dramesi for Congress Comm.*, 640  
9 F. Supp. 985, 987 (D.N.J. 1986). A knowing and willful violation may be established "by proof  
10 that the defendant acted deliberately and with knowledge that the representation was false." *U.S.*  
11 *v. Hopkins*, 916 F.2d 207, 214 (5th Cir. 1990). A knowing and willful violation may be inferred  
12 "from the defendants' elaborate scheme for disguising" their actions. *See id.* at 214-15.<sup>5</sup>

13 Mr. Snapper admits in the FBFP that he reimbursed campaign contributions he and his  
14 wife made to the Jim Gilmore for President and the Jim Gilmore for Senate committees. FBFP,  
15 at ¶¶ 6 and 10. He also admits that he knew at the time that reimbursing campaign contributions  
16 violated the Act. *Id.* He knew the contribution limitations of the Act, as he both informed Ms.  
17 Cornwell that she was "maxed out" to the Hillary Clinton campaign, and that her plan to  
18 purchase tickets and donate them back to the campaign to be resold violated federal campaign  
19 laws. FBFP, at ¶¶ 13-14; Cornwell Response, at 5. In addition, he signed donor cards  
20 containing statements regarding the individual contribution limits, that contributions must be

<sup>5</sup> In a number of matters involving Section 441f violations, the Commission has found reason to believe or probable cause to believe that the conduct of the individuals reimbursing the contributors was knowing and willful. *See, e.g.,* MUR 5504 (Karoly Law Offices), MUR 5955 (Jose Valdez), MUR 5666 (MZM, Inc./Richard A. Burling), MUR 5903 (PBS&J Corp.), MUR 5818 (Fieger, Kenney & Johnson), MUR 5366 (Tab Turner & Associates), and MUR 5092 (Michael Lazaroff).

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1 made from a contributor's personal funds, and that individuals are strictly prohibited from  
2 reimbursing another person for making a contribution. Anchin Submission, 4/6/10, at ABA/FEC  
3 113 and 9/23/10, at ABA/FEC 755; *see, e.g.*, MUR 5871 (Noe) Factual and Legal Analyses to  
4 Thomas W. Noe, to Kimberly Mermis, and to Connie Moorman (knowing and willful violations  
5 supported by signed donor authorization cards).

6 Mr. Snapper did not record in Anchin's records that all of the payments to the conduits  
7 were reimbursements for political contributions and intentionally falsified some accounting  
8 records to reflect that some of the reimbursements were for expenses. As he admits in the FBFP,  
9 he caused some of the reimbursements to be made in amounts that were not multiples of \$2,300,  
10 and caused some of the reimbursement checks and corresponding entries in Ms. Cornwell's  
11 financial account ledgers to reflect that the payments were for purposes other than  
12 reimbursements for political contributions. FBFP, at ¶ 20. For example, he recorded the  
13 reimbursement for his and his wife's contributions to Gilmore's 2008 Presidential campaign as a  
14 bat mitzvah gift to his daughter. FBFP, at ¶ 6; Anchin Submission, 4/16/10, at ABA/FEC 120.  
15 In addition, he recorded the Yohalem's reimbursements for the tickets to the Clinton fundraiser  
16 as "design services." Anchin Submission, 4/6/10, at ABA/FEC at 124. Mr. Snapper admits in  
17 the FBFP that he took these steps on his own initiative to conceal the true purpose of the  
18 payments as reimbursements for political contributions. FBFP, at ¶ 20. *See* MUR 5849  
19 (Cannon) Factual and Legal Analysis to Kathleen Cannon (Commission found reason to believe  
20 corporate officer knowingly and willfully violated 2 U.S.C. § 441f where evidence showed that  
21 she authorized the reimbursements of political contributions with bank funds and attempted to  
22 disguise the conduit reimbursements by directing that they be categorized in bank accounting  
23 records as various types of expenses).

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Therefore, we recommend that the Commission find reason to

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believe Evan H. Snapper knowingly and willfully violated 2 U.S.C. § 441f, and enter into pre-

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probable cause conciliation with him.

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18 **IV. RECOMMENDATIONS**

- 19 1. Open a MUR.  
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21 2. Find reason to believe that Evan H. Snapper knowingly and willfully violated  
22 2 U.S.C. § 441f and enter into conciliation with him prior to a finding of probable  
23 cause to believe.  
24 3. --  
25 4. Approve the attached Factual and Legal Analysis.

5. Approve the appropriate letter.

12-20-2010  
Date

Christopher Hughey  
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