



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

July 7, 2016

VIA ELECTRONIC AND FIRST CLASS MAIL

Michael E. Toner, Esq.
Wiley Rein LLP
1776 K Street, N.W.
Washington, D.C. 20006

RE: MUR 6816
The 60 Plus Association, Inc.
Amy Frederick

Dear Mr. Toner:

On July 1, 2016, the Federal Election Commission accepted the signed conciliation agreement submitted on the 60 Plus Association, Inc.'s behalf in settlement of violations of 52 U.S.C. § 30104(c)(2)(C) and (f)(2) and 11 C.F.R. §§ 109.10(e)(1)(vi) and 104.20(c)(9). 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) and Statement of Policy Regarding Placing First General Counsel's Reports on the Public Record, 74 Fed. Reg. 66,132 (Dec. 14, 2009). Information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 52 U.S.C. § 30109(a)(4)(B).

Enclosed you will find a copy of the fully executed conciliation agreement for your files. Please note that the civil penalty is due within 90 days of the conciliation agreement's effective date. If you have any questions, please contact me at (202) 694-1650.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Lee".

Jin Lee
Attorney

Enclosure
Conciliation Agreement

1 **BEFORE THE FEDERAL ELECTION COMMISSION**

2
3 In the Matter of)
4) MUR 6816
5 The 60 Plus Association, Inc.)
6)
7)
8)

9 **CONCILIATION AGREEMENT**

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11 This matter was generated by a complaint filed with the Federal Election Commission
12 ("Commission"). The Commission found reason to believe that The 60 Plus Association, Inc.
13 ("60 Plus") violated 52 U.S.C. § 30104(c)(2)(C) and (f)(2) and 11 C.F.R. §§ 109.10(e)(1)(vi) and
14 104.20(c)(9) by failing to disclose that the Center to Protect Patient Rights ("CPPR") provided
15 funds for the purpose of furthering independent expenditures and electioneering communications
16 in connection with the 2010 federal elections.

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

20 I. The Commission has jurisdiction over the Respondents and the subject matter of this
21 proceeding, and this agreement has the effect of an agreement entered pursuant to 52 U.S.C.
22 § 30109(a)(4)(A)(i).

23 II. Respondents have had a reasonable opportunity to demonstrate that no action should be
24 taken in this matter.

25 III. Respondents enter voluntarily into this agreement with the Commission.

26 IV. The pertinent facts in this matter are as follows:

27 **FACTUAL BACKGROUND**

28 1. 60 Plus is non-profit corporation organized under section 501(c)(4) of the Internal
29 Revenue Code ("IRC"). In 2010, 60 Plus sponsored \$6,698,293 in independent expenditures and

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1 \$397,838 in electioneering communications in connection with federal elections for the House of
2 Representatives.

3 2. CPPR is a non-profit corporation organized under section 501(c)(4) of the IRC.
4 As part of a consulting agreement, Sean Noble served as CPPR's Executive Director in 2009
5 and 2010. CPPR changed its name to American Encore in February 2014. In 2010, CPPR
6 provided a total of \$8,990,000 in grants to 60 Plus. CPPR provided those funds in installments
7 throughout the year as 60 Plus sponsored independent expenditures and electioneering
8 communications.

9 3. Noble is also the owner and sole member of Noble Associates. Noble Associates
10 served as a subcontractor to media firms that 60 Plus retained to help produce and develop
11 advertising that targeted certain candidates for the House of Representatives in 2010.

12 4. During its 2009 and 2010 fiscal years, 60 Plus raised a total of \$34,584,571 and
13 received 165,428 donations from more than 77,500 donors with an average donation size of
14 \$209. Although CPPR provided a total of \$8,990,000 in grants to 60 Plus in 2010, these funds
15 comprised only 25% of the total donations that 60 Plus received during its 2009 and 2010 fiscal
16 years.

17 5. 60 Plus spent \$7,096,131.00 for advertisements targeting candidates for the 2010
18 House of Representatives races. Using the average cost method, 60 Plus determined from an
19 accounting perspective that it spent \$4,049,608.21 on independent expenditures and \$239,777.07
20 on electioneering communications in 2010 with funds that CPPR had provided while Noble
21 served as its Executive Director.

22 6. As described in the Commission's Factual and Legal Analysis, the available
23 information including Noble's own statements, reflects that Noble helped 60 Plus produce
24 advertisements opposing certain candidates running for the House of Representatives in 2010.

1 That information indicates that Noble helped to determine advertisement placement strategy in
2 his capacity as the sole owner of Noble Associates. In that role, Noble identified the specific
3 candidates for 60 Plus to target and played a role in approving the content of 60 Plus's
4 advertisements, and learned how 60 Plus would use the funds that CPPR provided 60 Plus to
5 further specific advertisements. Thus, as Executive Director of CPPR and as the sole owner of
6 Noble Associates, a subcontractor to 60 Plus's media vendors, Noble simultaneously provided
7 funds through CPPR for 60 Plus's independent expenditure and electioneering communications
8 campaign in 2010 while helping to produce and target those advertisements through his firm,
9 Noble Associates.

10 7. The available information reflects that Noble both funded and provided media
11 services in connection with \$4,049,608.21 of 60 Plus's independent expenditures and
12 \$239,777.07 of its electioneering communications in 2010. 60 Plus did not report that CPPR
13 provided funds for the advertisements when it filed independent expenditure and electioneering
14 communications reports with the Commission in 2010.

15 8. 60 Plus contends that during the 2010 election cycle, 60 Plus and its staff
16 supervised the work of its various media vendors and ultimately made the final decisions
17 concerning the content, timing and placement of all 60 Plus advertising, including its
18 independent expenditures and electioneering communications. 60 Plus contends that it did not
19 directly pay, retain or contract with Noble or Noble Associates to provide services to 60 Plus
20 during 2010, including in connection with 60 Plus's independent expenditures and electioneering
21 communications disseminated during 2010. 60 Plus contends that CPPR's donations to 60 Plus
22 during the 2010 election cycle were not so large that 60 Plus lacked funds from other donors to
23 pay for its independent expenditures and electioneering communications.

1 organization, pursuant to 11 C.F.R. § 114.15, these statements must disclose the names and
2 addresses of all those who donated an aggregate amount of \$1,000 or more within a specified
3 time period "for the purpose of furthering electioneering communications." 11 C.F.R.
4 § 104.20(c)(9).

5 V. The Commission found reason to believe that 60 Plus violated 52 U.S.C.
6 § 30104(c)(2)(C) and (f)(2) and 11 C.F.R. §§ 109.10(e)(1)(vi) and 104.20(c)(9) by failing to
7 disclose CPPR as a donor in its independent expenditures and electioneering communications
8 reports. Solely in the interest of resolving this matter, and without admitting or conceding any
9 violation of law, Respondent agrees to take the following actions:

10 1. Respondent will pay a civil penalty to the Federal Election Commission in the
11 amount of fifty thousand dollars (\$50,000) pursuant to 52 U.S.C. § 30109(a)(5)(A).

12 2. Respondent will comply with 52 U.S.C. § 30104(c)(2)(C) and (f)(2) and 11
13 C.F.R. §§ 104.20(c)(9) and 109.10(e)(1)(vi) in the future.

14 3. In consultation with the Reports and Analysis Division, Respondent will amend
15 its disclosure reports to reflect CPPR as a donor with respect to the relevant independent
16 expenditures and electioneering communications.

17 VI. The Commission, on request of anyone filing a complaint under 52 U.S.C § 30109(a)(1)
18 concerning the matters at issue herein or on its own motion, may review compliance with this
19 agreement. If the Commission believes that this agreement or any requirement thereof has been
20 violated, it may institute a civil action for relief in the United States District Court for the District
21 of Columbia.

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

MUR 6816 (The 60 Plus Association, Inc.)
Conciliation Agreement

1 VIII. Except as otherwise provided, Respondents shall have no more than 90 days from the
2 date this agreement becomes effective to comply with and implement the requirements contained
3 in this agreement and to so notify the Commission.

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

8 FOR THE COMMISSION:

9 Kathleen Guith
10
11 Kathleen Guith
12 Acting Associate General Counsel
13 For Enforcement
14

7-6-16
Date

15 FOR THE RESPONDENT:

16
17 Ann Marie Judewich
18
19 The 60 Plus Association, Inc.

6/6/16
Date