



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

**VIA ELECTRONIC AND CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

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**NOV 03 2017**

Kory Langhofer, Esq.  
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649 North Fourth Avenue, First Floor  
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RE: MUR 6920  
Global Conciliation

Dear Counsel:

On October 24, 2017, the Federal Election Commission accepted the signed joint conciliation agreement submitted to settle your respective clients' violations of 52 U.S.C. § 30122, a provision 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* Disclosure of Certain Documents in Enforcement and Other Matters, 81 Fed. Reg. 50,702 (Aug. 2, 2016). Information derived in connection with any conciliation attempt will not become public without the written consent of the respondents 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 30 days of the conciliation agreement's effective date. If you have any questions, please contact me at (202) 694-1634.

Sincerely,



Antoinette Fuoto  
Attorney

Enclosure  
Conciliation Agreement

COUNTDOWN



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

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

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

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

1. GI LLC is a Delaware limited liability company that was formed in September 2012, seven weeks prior to the transaction at issue. Christopher W. Byrd, who died in 2014, served as the sole manager and officer of GI LLC.

2. American Conservative Union is registered with the IRS as a social welfare organization under section 501(c)(4) of the Internal Revenue Code, and it is not registered with the Commission as a political committee. ACU describes itself as the oldest and largest conservative grassroots organization in the United States. In 2012, ACU's executive director was Gregg Keller.

3. Now or Never PAC is an independent expenditure-only political committee. It filed its Statement of Organization with the Commission on February 21, 2012. During the 2012 cycle, Now or Never PAC raised \$8,250,500 and reported \$7,760,174 in independent expenditures.

4. James C. Thomas, III has been Now or Never PAC's treasurer since its organization. Thomas's engagement letter with Now or Never PAC authorized him to communicate with, share financial information with, and make disbursements upon the

authorization of Now or Never PAC's political consultants. Thomas contends that he has never made any expenditures on behalf of Now or Never PAC without the authorization of Now or Never PAC's political consultants.

5. Thomas served as an attorney for GI LLC in 2012. Thomas contends that he never served as an officer or director of GI LLC, and he never possessed or exercised any independent decision-making authority over any aspect of GI LLC's operations or finances. All tasks and functions Thomas performed on GI LLC's behalf were conducted at the request and under the direction of Byrd.

6. On or around October 31, 2012, GI LLC received \$2.5 million from another source.

7. On the morning of October 31, 2012, after GI LLC received the \$2.5 million, GI LLC contributed \$1.8 million from its account to ACU.

8. Subsequently, also on October 31, 2012, ACU contributed \$1.71 million to Now or Never PAC. ACU would have had insufficient funds to make this contribution without the funds it received from GI LLC earlier that same day.

9. As evidenced by contemporaneous emails to and from Thomas, Now or Never PAC's political consultants, and Keller, GI LLC contributed \$1.8 million from GI LLC to ACU, and later ACU contributed \$1.71 million to Now or Never PAC. For example, shortly after receiving confirmation of the wire transfer from GI LLC to ACU, Keller wrote to Thomas and Now or Never PAC's political consultants to state, "[w]ill take action immediately upon receipt." Keller authorized the contribution from ACU to Now or Never PAC once ACU received the GI LLC funds.

10. After Thomas confirmed that Now or Never PAC received ACU's transfer, Keller wrote to ACU's then-National Finance Director, Louisa Imperiale, to state, "FYI. We have the 90k." Imperiale replied, "Well done!!!!"

11. On December 6, 2012, Now or Never PAC filed its post-general election report, signed by Thomas, which reported receiving a \$1.71 million contribution from ACU on October 31, 2012.

12. In May 2014, after an independent auditor reviewed its 2012 finances, ACU filed an Amended 2012 IRS Form 990 that disclosed the \$1.71 million contribution to Now or Never PAC as "a political contribution received by the Organization and promptly and directly delivered to a separate political organization."

13. Thomas contends that he first learned that ACU considered itself a "pass through" for the funds when he received a copy of the complaint in this matter, which was based on ACU's amended tax filing.

V. The pertinent law in this matter is as follows:

1. The Federal Election Campaign Act of 1971, as amended ("Act"), prohibits any person from making a contribution in the name of another person, knowingly permitting his or her name to be used to effect such a contribution, or knowingly accepting such a contribution. 52 U.S.C. § 30122.

2. The Act also requires committee treasurers to file reports of receipts and disbursements. 52 U.S.C. § 30104(b). These reports must include, *inter alia*, the identification of each person who makes a contribution or contributions that have an aggregate amount or value in

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excess of \$200 during an election cycle, in the case of an authorized committee of a federal candidate, together with the date and amount of any such contribution. *Id.* § 30104(b)(3)(A)

VI. For the purpose of settling this matter and to avoid the expense of litigation, without admitting liability in this proceeding or with respect to any other proceeding, Respondents agree not to further contest in Commission proceedings that:

1. Government Integrity, LLC violated 52 U.S.C. § 30122.
2. American Conservative Union violated 52 U.S.C. § 30122.
3. Now or Never PAC and James C. Thomas, III, in his official capacity as treasurer, violated 52 U.S.C. §§ 30122 and 30104(b)(3)(A).
4. James C. Thomas, III violated 52 U.S.C. §§ 30122 and 30104(b)(3)(A).

VII. Respondents will take the following actions:

1. Respondents will pay a civil penalty to the Federal Election Commission in the amount of Three Hundred and Fifty Thousand Dollars (\$350,000), pursuant to 52 U.S.C. § 30109(a)(5)(A).
2. Respondents will cease and desist from violating 52 U.S.C. § 30122 and 30104(b)(3)(A).

VIII. The Commission, on request of anyone filing a complaint under 52 U.S.C. § 30109(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.

IX. This agreement shall become effective as of the date that all parties hereto have

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executed the same and the Commission has approved the entire agreement.

X. Respondents 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.

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 within this written agreement shall be enforceable.

FOR THE COMMISSION:

BY: Kathleen M. Guith  
Kathleen M. Guith  
Associate General Counsel  
for Enforcement

10/31/17  
Date

CONFIDENTIAL





FOR THE RESPONDENTS:

\_\_\_\_\_  
Charles Spies,  
Counsel for American Conservative Union

\_\_\_\_\_  
Date

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Elliot Berke, Counsel for Government Integrity, LLC

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Date

  
\_\_\_\_\_  
Chris Gober, Counsel for Now or Never PAC

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10/20/2017  
Date

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Kory Langhofer, Counsel for James C. Thomas, III

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Date

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