



FEDERAL ELECTION COMMISSION  
Washington, DC 20463

December 21, 2021

**Via Email**

[jtorchinsky@HoltzmanVogel.com](mailto:jtorchinsky@HoltzmanVogel.com)

[jmbayes@HoltzmanVogel.com](mailto:jmbayes@HoltzmanVogel.com)

Jason Torchinsky  
Michael Bayes  
Holtzman Vogel Baran Torchinsky & Josefiak PLLC  
2300 N Street NW, Suite 643A  
Washington, DC 20037

RE: MURs 7058, 7228 and 7233  
Duncan D. Hunter for Congress and Chris  
Marston in his official capacity as treasurer

Dear Messrs. Torchinsky and Bayes:

On December 16, 2021, the Federal Election Commission accepted the signed conciliation agreement and civil penalty submitted on your client's behalf in settlement of a violation of 52 U.S.C. § 30114(b) and 52 U.S.C. § 30104(b)(6)(A), provisions of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in these matters as it pertains to Duncan D. Hunter for Congress and Chris Marston in his official capacity as treasurer.

The Commission reminds you that the confidentiality provisions of 52 U.S.C. § 30109(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 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) 694-1021.

Sincerely,

*Richard Weiss*

Richard L. Weiss  
Attorney

Enclosure  
Conciliation Agreement

**BEFORE THE FEDERAL ELECTION COMMISSION**

|  |   |                        |
|--|---|------------------------|
| In the Matter of                       | ) |                        |
|  | ) | MURs 7058, 7228 & 7233 |
| Duncan D. Hunter for Congress and      | ) |                        |
| Chris Marston in his official capacity | ) |                        |
| as treasurer                           | ) |                        |
|  | ) |                        |

**CONCILIATION AGREEMENT**

These matters were initiated by signed, sworn, and notarized complaints with the Federal Election Commission (the "Commission"). The Commission found reason to believe that Duncan D. Hunter for Congress and Chris Marston in his official capacity as treasurer (the "Committee" or "Respondent") violated 52 U.S.C. § 30114(b) by converting Committee funds to personal use. The Commission further found reason to believe that the Committee violated 52 U.S.C. § 30104(b)(6)(A) by failing to accurately report disbursements.

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 52 U.S.C. § 30109(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. Duncan D. Hunter served as a Member of Congress, representing California's 52nd congressional district from 2009 to 2013 and California's 50th congressional district from 2013 until his resignation on January 13, 2020.
2. Duncan D. Hunter for Congress is Hunter's principal campaign committee, and Chris Marston is the Committee's treasurer.
3. Margaret Hunter, Duncan D. Hunter's wife, served as campaign manager and received a salary from the Committee for "campaign consulting" and "campaign management services."
4. In related criminal proceedings, the Hunters admitted that beginning no later than 2010, and continuing up to and including at least 2016, there was "agreement between [Duncan and Margaret Hunter] to knowingly and willfully convert Campaign funds to personal use by using them to fulfill personal commitments, obligations, and expenses that would have existed irrespective of [Duncan Hunter's] election campaign and duties as a federal officeholder." Plea Agreement at 2:1, *United States v. Duncan D. Hunter*, 3:18-cr-3677 (S.D. Cal. Dec. 3, 2019), ECF No. 113 ("Duncan Hunter Plea Agreement"); Plea Agreement at 2:1, *United States v. Margaret E. Hunter*, 3:18-cr-3677 (S.D. Cal. June 13, 2019), ECF No. 34 ("Margaret Hunter Plea Agreement"). The Hunters admitted that they illegally converted more than \$150,000 in Campaign funds to purchase goods and services for their personal use and enjoyment. Duncan Hunter Plea Agreement at 4:6; Margaret Hunter Plea Agreement at 12:18. The Hunters further admitted to concealing the personal nature of their spending by "either falsely stating the expenses were 'campaign related' or by falsely reporting the item or service

purchased when providing information to the Treasurer.” Duncan Hunter Plea Agreement at 3:4; Margaret Hunter Plea Agreement at 5:12.

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

1. The Act provides that campaign funds “shall not be converted by any person to personal use,” and defines personal use as using funds “to fulfill any commitment, obligation, or expense of a person that would exist irrespective of the candidate’s election campaign or individual’s duties as holder of Federal office.” 52 U.S.C. § 30114(b).

2. The Commission’s implementing regulation enumerates types of disbursements that are *per se* personal use. 11 C.F.R. § 113.1(g)(1)(i). For all other disbursements, the regulation provides that the Commission shall determine on a case-by-case basis whether a given disbursement is personal use by applying the “irrespective test” formulated in the statute. *Id.* § 113.1(g)(1)(ii).

3. Political committees are required to disclose the name and address of each person who has received a disbursement in an aggregate amount or value in excess of \$200 within the calendar year or election cycle, in the case of an authorized committee, together with the date, amount, and purpose of any such disbursement. 52 U.S.C. § 30104(b)(6)(A); 11 C.F.R. § 104.3(b)(4). Commission regulations state that reportable disbursements must include a “purpose,” defined as “a brief statement or description of why the disbursement was made.” 11 C.F.R. § 104.3(b)(4)(i)(A).

VI. Respondent admits to the following violations of the Act:

1. Duncan D. Hunter and Margaret Hunter, as agents of the Committee, caused the Committee to knowingly and willfully violate 52 U.S.C. § 30114(b) by converting Committee funds to personal use.

2. As a result of the false information the Hunters supplied to the treasurer about the nature of their expenses, the Committee knowingly and willfully violated 52 U.S.C. § 30104(b)(6)(A) by failing to accurately report disbursements.

VII. Respondent will take the following actions:

1. The Committee will pay a civil penalty to the Commission in the amount of Four Thousand Dollars (\$4,000), pursuant to 52 U.S.C. § 30109(a)(5)(B).

2. The Committee will amend the relevant disclosure reports in accordance with instructions from the Commission's Reports Analysis Division to address the violations of 52 U.S.C. § 30104(b)(6)(A) as described in this Agreement.

3. Respondent will cease and desist from violating 52 U.S.C. §§ 30104(b)(6)(A) and 30114(b). In ordinary circumstances, the Commission would seek a substantially higher civil penalty of \$133,000 based on the violations outlined in this agreement that remain within the statute of limitations. However, the Commission is taking into account the fact that the Committee has demonstrated a lack of financial resources and the inability to raise additional funds, which together prevent it from paying a more substantial civil penalty in this matter. On the Committee's October 2021 Quarterly Report, the Committee reported \$14,000.19 cash on hand and \$39,941.96 in outstanding debts owed by the Committee. The Commission has also taken into consideration the Committee's expressed intention to terminate upon the final resolution of this matter. If the Committee receives additional funds in excess of its current outstanding debts, those amounts shall be payable to the Commission for the balance of its civil penalty. In the event that the Committee terminates, and subsequently receives restitution checks, the Committee agrees to put in place the necessary mechanisms so that any such payments are signed over to the United States Treasury and mailed to the Commission.

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

X. Respondent 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

MURs 7058, 7228 & 7233 (Duncan D. Hunter for Congress, *et al.*)  
Conciliation Agreement  
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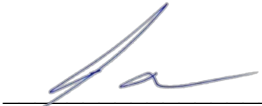
oral, made by either party or by agents of either party, that is not contained within this written Agreement shall be enforceable.

FOR THE COMMISSION:

BY: Charles Kitcher  
Charles Kitcher  
Acting Associate General Counsel  
for Enforcement

12-21-21  
Date

FOR THE RESPONDENT:

  
Jason Torchinsky  
Counsel for Duncan D. Hunter for Congress  
and Chris Marston in his official  
capacity as treasurer

Nov. 10, 2021  
Date