



FEDERAL ELECTION COMMISSION  
Washington, DC 20463

July 20, 2021

**Via Email**

Email: [dmcgahn@jonesday.com](mailto:dmcgahn@jonesday.com)

Donald F. McGahn II  
Jones Day  
51 Louisiana Ave., N.W.  
Washington, DC 20001

RE: MUR 7450 (AshBritt, Inc.)

Dear Mr. McGahn:

On July 13, 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. § 30119(a)(1), a provision of the Federal Election Campaign Act of 1971, as amended, and 11 C.F.R. § 115.2(a). 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 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 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 )  
 )  
 AshBritt, Inc. ) MUR 7450  
 )

**CONCILIATION AGREEMENT**

This matter was initiated by a signed, sworn, and notarized complaint by the Campaign Legal Center through Brendan M. Fischer. The Commission found reason to believe that AshBritt, Inc. (“AshBritt” or “Respondent”), violated 52 U.S.C. § 30119(a)(1) and 11 C.F.R. § 115.2(a) by making a contribution as a federal contractor.

NOW, THEREFORE, the Commission and the 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 the 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. AshBritt is a Florida-based emergency management and disaster response company. AshBritt is also a federal government contractor, and has been the recipient of government contracts and grants.

2. On April 11, 2018, while AshBritt was in federal contractor status, it made a \$500,000 contribution to America First Action, Inc. (“AFA”), an independent-expenditure-only political committee.

3. On October 27, 2016, while AshBritt was in federal contractor status, it made a \$25,000 contribution to Floridians for a Strong Middle Class, an independent-expenditure-only political committee that terminated in 2020 with zero cash on hand.

4. On May 19, 2021, AFA refunded Respondent’s \$500,000 contribution.

5. On June 1, 2021, AFA amended the relevant disclosure report to reflect AshBritt, Inc. as the contributor of that contribution.

6. Respondent contends that at the time of the contribution, it believed that it consisted of the personal funds of Respondent’s CEO, that the mistaken belief described herein was inadvertent, and that Respondent requested voluntary resolution of this matter and has been cooperative with the Commission during conciliation. Respondent will implement new, additional internal controls, policies, and procedures to prevent similar errors in the future, including having outside legal counsel assist with the vetting of certain contributions.

7. The Commission did not find that the violation was knowing and willful.

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

1. Under the Federal Election Campaign Act of 1971, as amended (the “Act”), a federal contractor may not make contributions to political committees. 52 U.S.C. § 30119(a); 11 C.F.R. § 115.2. Specifically, the Act prohibits “any person . . . [w]ho enters into any contract with the United States . . . for the rendition of personal services or furnishing any material, supplies, or equipment to the United States or any department or agency thereof” from making a contribution “if payment for the performance of such contract . . . is to be made in

whole or in part from funds appropriated by the Congress.” 52 U.S.C. § 30119(a)(1); *see also* 11 C.F.R. § 115.

2. These prohibitions begin to run at the beginning of negotiations or when proposal requests are sent out, whichever occurs first, and end upon the completion of performance of the contract or the termination of negotiations, whichever occurs last. 52 U.S.C. § 30119 (a)(1); 11 C.F.R. § 115.1(b).

3. These prohibitions apply to a federal contractor who makes contributions to any political party, political committee, federal candidate, or “any person for any political purpose or use.” 52 U.S.C. § 30119(a)(1); 11 C.F.R. §§ 115.1, 115.2.

VI. Respondent violated 52 U.S.C. § 30119(a)(1) and 11 C.F.R. § 115.2(a) by making federal contractor contributions.

VII. Respondent will take the following actions:

1. Respondent will pay a civil penalty to the Commission in the amount of One Hundred Twenty Five Thousand Dollars (\$125,000) pursuant to 52 U.S.C. § 30109(a)(5)(A).

2. Respondent will cease and desist from violating 52 U.S.C. § 30119(a)(1) and 11 C.F.R. § 115.2(a).

3.

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 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:

Lisa J. Stevenson  
Acting General Counsel

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

7/19/21  
Date

FOR THE RESPONDENT:

Randy Perkins  
Randy Perkins  
CEO

10/21/2021  
Date