

Christal
Dennis

Digitally signed by
Christal Dennis
Date: 2020.03.09
09:21:42 -04'00'



LEWIS BRISBOIS BISGAARD & SMITH LLP

Richard G. Morgan
Wells Fargo Center
90 S 7th Street, Suite 2800
Minneapolis, Minnesota 55402
Richard.Morgan@lewisbrisbois.com
Direct: 612.428.5003

March 6, 2020

File No. 47064.02

VIA ELECTRONIC MAIL ONLY

Donald Campbell, Attorney
Office of Complaints Examination & Legal
Administration
Federal Election Commission
1050 First Street, NE
Washington, D.C. 20465
E-Mail: cela@fec.gov

Re: FEC Complaint No.: MUR7671

Dear Mr. Campbell:

Thank you for your voicemail on March 5, 2020 and for speaking with my associate, David Carrier earlier today. Please accept this correspondence as the response of Big Tent Republicans PAC ("BTR"), Friends of Lacy Johnson, and Anton Lazzaro to the questions posed in the above-captioned complaint:

1. Did the transfer of \$6,049.73 from Lacy Johnson to BTR PAC on September 18, 2019 violate FECA contribution limits? Was it made for a permissible purpose?
 - a. The September 18, 2019 transfer was made for a permissible purpose—Friends of Lacy Johnson had collected money pursuant to the joint fundraising agreement disclosed with the FEC; this distribution represented BTR's portion of the jointly raised funds. This distribution therefore did not violate FECA contribution limits.

The Joint Fundraising Agreement described herein is enclosed.
2. Did BTR and Kerstin Shulz, as treasurer, violate FECA by amending BTR's Form 1 to identify itself as a nonconnected committee?
 - a. No. The August 2, 2019 FEC Form 1 incorrectly identified Friends of Lacy Johnson as a connected organization in line 6. This was corrected by the filing of an amended FEC Form 1 on December 5, 2019 that correctly checked box 5(g) and listed Friends of Lacy Johnson as a committee participating in a joint fundraiser. This amendment makes clear that this was the intention of the August 2, 2019 filing.

Donald Campbell, Attorney
Federal Election Commission
March 6, 2020
Page 2

A copy of the amended FEC Form 1 filed on December 5, 2019 and a letter that was also filed on the same date in response to a letter from the Federal Election Commission regarding BTR's relationship with the Lacy Johnson for Congress campaign are enclosed.

3. Is BTR coordinating its activities with Lacy Johnson for Congress?

a. BTR and Friends of Lacy Johnson are participating in a joint fundraiser as is disclosed in BTR's December 5, 2019 FEC Form 1. There is no coordination of activities outside of this permissible activity.

If the Commission would like any further information concerning these issues, or there are any questions that were not addressed by the responses to the three Questions to Investigate provided to BTR, please do not hesitate to contact me.

Very truly yours,

/s/ Richard G. Morgan

Richard G. Morgan of
LEWIS BRISBOIS BISGAARD & SMITH LLP

RGM

JOINT FUNDRAISING AGREEMENT

This Agreement is entered into on this 1st day of August 2019, by and between Big Tent Republicans PAC and Lacy Johnson for Congress (hereinafter collectively referred to as the "Committees" and individually referred to as a "Committee").

Whereas the Committees desire to conduct joint fundraising projects in compliance with the Federal Election Campaign Act ("FECA"), the Bipartisan Campaign Reform Act ("BCRA"), and applicable Federal Election Commission ("FEC") regulations (hereinafter referred to as the "Joint Fundraising Activities");

Now, therefore, in consideration of the mutual covenants herein contained, the Committees agree as follows:

1. Purpose of Joint Fundraising

The purpose of the Joint Fundraising Activities is to receive contributions to fund the Committees' activities, including the support of candidates seeking election to office.

2. Participants

The Committees are all "political committees" within the meaning of the FECA.

3. Fundraising Representative

The fundraising representative will be Nicholas R. Morgan (hereinafter referred to as the "Fundraising Representative"). Mr. Morgan is currently the Assistant Treasurer of Big Tent Republicans PAC. The Fundraising Representative may be changed upon agreement of the Committees.

4. Allocation Formula

The Committees agree that the allocation formula set forth in Exhibit A to this Agreement (hereinafter referred to as the "Allocation Formula") will be used to allocate the funds raised in connection with the Joint Fundraising Activities.

5. Exceptions to Allocation Formula

Under the following circumstances, the Allocation Formula will not be used:

- a. When a contributor designates his or her contribution to the Committees according to a different allocation formula;
- b. When a contributor designates his or her contribution to a single Committee; and
- c. When a contribution allocated according to the Allocation Formula would cause a contributor to exceed applicable contribution limits to any of the Committees.

6. Depository

The Committees have established a depository account at BMO Harris Bank under the title, "Big Tent Republicans RevShare Friends of Lacy Johnson" (hereinafter referred to as the "Account"). The Account will be used solely for the receipt of contributions and for the making of disbursements in connection with the Joint Fundraising Activities, as provided for by law and FEC regulations. The Committees will amend their Statements of Organization, as necessary, to reflect the Account as an additional depository.

7. Receipts and Disbursements

- a. All contributions and other donations raised in connection with the Joint Fundraising Activities will be placed in the Account within 10 days of receipt, as

required by 11 C.F.R. § 103.3. All disbursements for expenses will be made from the Account.

b. Each contribution comprising the gross proceeds of the Joint Fundraising Activities will be allocated between the Committees according to the Allocation Formula. However, if such allocation would result in a violation of the contribution limits under FECA and BCRA, the Committees will reallocate the contribution between the Committees. To ensure proper reallocation of such contributions, each of the Committees agrees to furnish the Fundraising Representative with a current list of its contributor records and related data for the election cycle.

c. Expenses will be allocated between the Committees according to the Allocation Formula. If, however, a reallocation of contributions is required that results in a change in the Allocation Formula, expenses will be reallocated as well.

d. Subject to 11 C.F.R. § 102.17(b)(3), the Committees may agree to advance to the Fundraising Representative sufficient funds to defray start-up expenses for Joint Fundraising Activities. Such advances will be repaid in full prior to any distribution of proceeds.

8. Distribution of Proceeds

From time to time and in compliance with FECA, after expenses have been deducted from the gross proceeds, the Fundraising Representative will transfer the net proceeds to the Committees according to the Allocation Formula, as modified by any reallocation required. The Fundraising Representative will arrive at the net proceeds figure by subtracting each Committee's share of the expenses from the gross proceeds. Nothing in this Paragraph shall preclude the transfer of any portion of the net proceeds to the Committees before all expenses

have been paid, and nothing in this Paragraph shall require the Fundraising Representative to distribute net proceeds on any particular schedule, nor to each Committee at the same time. The timing of distributions of net proceeds under this agreement will be made at the sole discretion of the Fundraising Representative.

9. Accounting to the Committees

The Committees will establish procedures to cross-reference donor limits to ensure compliance with the Allocation Formula and campaign finance law. The Fundraising Representative will provide to each Committee periodic accountings, which shall contain the following:

- a. a list of all contributions made in connection with the Joint Fundraising Activities, which will include the name, address, occupation, and employer of each contributor; the amount of the contribution; and the date of receipt of the contribution;
- b. a list of all disbursements; to whom they were made; the purpose for the disbursement; and the amount of the disbursement;
- c. a list of any outstanding debts incurred in connection with the Joint Fundraising Activity; and
- d. the current funds balance.

10. Reporting

- a. The Fundraising Representative will report all funds received and all disbursements made during each reporting period according to the requirements of the FECA, BCRA, and FEC Regulations. All reporting schedules used to report the activity of the Fundraising Representative will be clearly marked as joint fundraising activities.

b. The Committees will report receipt of the proceeds in accordance with the requirements of the FECA, BCRA, and FEC Regulations.

11. Recordkeeping

a. The Fundraising Representative shall collect and retain contributor information with regard to gross proceeds, as required by 11 C.F.R. § 102.8, and shall forward such information to the Committees.

b. The Fundraising Representative, or a designated agent, will maintain a copy of this Agreement and the records required under 11 C.F.R. § 102.9 regarding fundraising receipts and disbursements for at least three years from the date of execution, receipt, or disbursement, as the case may be. This Agreement shall be made available to the FEC on request.

12. Miscellaneous

a. All solicitations of contributions will be conducted in accordance with the notice provision of 11 C.F.R. § 102.17(c)(2).

b. This document constitutes the entire agreement between the Committees with respect to its subject matter, and all prior discussions, negotiations, commitments and understandings relating to the matters covered by this Agreement are merged into it.

c. Any changes to the provisions of this Agreement must be made in writing and signed by all parties to the Agreement.

d. Nothing in this Agreement shall be deemed to create any relationship other than a joint venture between the Committees, and no third party shall acquire any rights from or in consequence of this Agreement, except as shall appear expressly herein. No

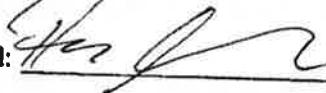
Committee may assign any part of its rights or obligations under this Agreement without the advance written consent of all other Committees, which may be withheld for any reason.

e. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes hereof, a facsimile or digital (i.e., .pdf) copy of this Agreement, including the signature page hereto, shall be deemed to be an original and will have the same force and effect as an original document with original signatures.

f. This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota. If a portion of this Agreement is declared invalid by any competent court or authority having jurisdiction, the remainder of the Agreement shall be at all times in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Joint Fundraising Agreement as of the date first written above.

BIG TENT REPUBLICANS PAC

Signed: 

Name: Anton Lazzaro

Position Director

LACY JOHNSON FOR CONGRESS:Signed: J.C.D.Name: Thomas C. DotyPosition Treasurer

Exhibit A**JOINT FUNDRAISING AGREEMENT****Allocation Formula**

Contributions from individuals will be allocated as follows: 70% to Lacy Johnson for Congress and 30% to the Big Tent Republicans PAC.

A contributor may designate his or her contribution for a particular participant. The allocation formula above may change if following it would result in an excessive contribution.

TO:
FEDERAL ELECTION COMMISSION
WASHINGTON, DC 20463

FROM:
BIG TENT REPUBLICAN PAC
ID # C00683854

RE: AMENDED STATEMENT OF ORGANIZATION, RECEIVED 08/02/2019

DECEMBER 4TH, 2019

IN RESPONSE TO THE LETTER REGARDING BIG TENT REPUBLICAN PAC'S RELATIONSHIP WITH LACY JOHNSON FOR CONGRESS, WE ARE NOT A LEADERSHIP PAC FOR CANDIDATE LACY JOHNSON. HOWEVER, WE ARE A NONCONNECTED FEDERAL PAC THAT IS ENGAGED WITH LACY JOHNSON FOR CONGRESS IN A JOINT FUNDRAISER.

AN AMENDED FEC FORM 1 HAS BEEN FILED TO REFLECT THE ABOVE STATEMENT.

AS ALWAYS BIG TENT REPUBLICANS IS COMMITTED TO ENSURING COMPLIANCE WITH FEC REGULATIONS.

PLEASE CONTACT ME SHOULD YOU HAVE ANY FURTHER QUESTIONS.

SINCERELY,
KERSTIN SCHULZ, TREASURER
BIG TENT REPUBLICANS

FEC FORM 1

STATEMENT OF ORGANIZATION

FILING FEC-1365432

1. Big Tent Republicans PAC

1621 Central Ave
Cheyenne, WY 82001

NOTE: Address is different than previously reported

Email: antonrr@gmail.com;kerstin316@comcast.net

2. Date: 08/02/2019

3. FEC Committee ID #: C00683854

This committee supports/opposes more than one Federal candidate and is NOT a separate segregated fund or a party committee.

Affiliated Committees/Organizations

Committee ID# C00711689
LACY JOHNSON FOR CONGRESS
PO BOX 580976
MINNEAPOLIS, Minnesota 55458
Affiliated Relationship Code: Joint Fundraising Representative

Custodian of Records:

Kerstin Schulz
316 4th Street NE
Osseo, MN 55369

Treasurer:

Kerstin Schulz
316 4th Street NE
Osseo, Minnesota 55369

Designated Agent(s):

Anton Lazzaro
201 S. 11th St

Unit 1920
Minneapolis, Minnesota 55403

Banks or Depositories

BMO Harris Bank
50 South 6th Street
#200
Minneapolis, Minnesota 55402

WELLS FARGO BANK
4959 EXCELSIOR BLVD.

ST. LOUIS PARK, Minnesota 55416

Signed: Kerstin Schulz
Date Signed: 12/06/2019

(End FEC FORM 1)

Generated Fri Mar 6 13:17:57 2020

Federal Election Commission, 999 E Street, NW, Washington, DC 20463 (800) 424-9530 In Washington (202) 694-1100
For the hearing impaired, TTY (202) 219-3336 Send comments and suggestions about this site to: webmaster@fec.gov.