



FEDERAL ELECTION COMMISSION
Washington, DC 20463

VIA ELECTRONIC MAIL

Casper Wesley Stockham
Casper for Colorado
6833 S. Dayton Street # 187
Greenwood Village, CO 80112
casperforcolorado@gmail.com

May 31, 2022

RE: MUR 7763
Casper for Colorado, *et al.*


Dear Mr. Stockham,

On May 25, 2022, the Federal Election Commission accepted the signed conciliation agreement you submitted in settlement of violations of 52 U.S.C. §§ 30104(b)(6) and 30114(b), provisions of the Federal Election Campaign Act of 1971, as amended, and 11 C.F.R. § 104.3(b), a provision of the Commission's regulations. 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 first installment of the civil penalty is due within 30 days of the conciliation agreement's effective date, by June 30, 2022. If you have any questions, please contact me at (202) 694-1574 or jdigiovanni@fec.gov.

Sincerely,


Justine A. di Giovanni
Attorney

Enclosure:
Conciliation Agreement

1 1. Casper Wesley Stockham was a 2020 candidate in Colorado’s 7th Congressional
2 District, and a 2016 and 2018 candidate in Colorado’s 1st Congressional District.

3 2. During the relevant election cycles, Stockham worked as a driver for Uber and
4 Lyft. In addition, Stockham owned UBG Online LLC (“UBG”), a Colorado limited liability
5 company.

6 3. Casper for Colorado was Stockham’s principal campaign committee during the
7 2020 election cycle. Casper Stockham is the treasurer of Casper for Colorado.

8 4. The Act and Commission regulations require political committees to report the
9 name and address of each person to whom they make disbursements aggregating more than \$200
10 per calendar year, or per election cycle for authorized committees, as well as the date, amount,
11 and purpose of such payments. 52 U.S.C. § 30104(b)(6); 11 C.F.R. § 104.3(b).

12 5. The Act prohibits the conversion of campaign funds by any person to “personal
13 use.” 52 U.S.C. § 30114(b). “Personal use” is the use of funds in a campaign account “to fulfill
14 a commitment, obligation or expense of any person that would exist irrespective of the
15 candidate’s campaign or duties as a Federal officeholder.” 11 C.F.R. § 113.1(g); *accord*
16 52 U.S.C. § 30114(b)(2). The Act and Commission regulations list certain uses of campaign
17 funds that constitute *per se* conversion to personal use, including a home mortgage, rent, utility
18 payments, and non-campaign-related automobile expenses. 52 U.S.C. § 30114(b)(2)(A)-(I); 11
19 C.F.R. § 113.1(g). For other payments, the “Commission will determine, on a case-by-case
20 basis, whether other uses” of campaign funds constitute personal use by applying the
21 “irrespective test,” that is, whether the payment fulfills a commitment, obligation, or expense
22 that would exist irrespective of the candidate’s campaign or duties as a federal officeholder.
23 11 C.F.R. § 113.1(g)(1)(ii).

1 6. Under the personal use provision, a candidate is permitted to receive a salary from
2 his or her principal campaign committee. 52 U.S.C. § 30114(b)(2); 11 C.F.R. § 113.1(g)(1)(i)(I).
3 However, the committee shall not pay a salary to a candidate before the filing deadline for access
4 to the primary election ballot for the federal office that the candidate seeks, as determined by
5 state law. 11 C.F.R. § 113.1(g)(1)(i)(I). If the candidate wins the primary, his or her principal
6 campaign committee may pay him or her a salary through the date of the general election. *Id.*
7 The amount of the candidate's salary shall not exceed the lesser of: (1) the minimum salary paid
8 to a federal officeholder holding the office that the candidate seeks or (2) the earned income that
9 the candidate received during the year prior to becoming a candidate. *Id.* Should the minimum
10 salary paid to a federal officeholder be the lesser figure, any earned income that a candidate
11 receives from salaries or wages from any other source during his or her candidacy shall count
12 against this sum. *Id.* During the time period in which a principal campaign committee may pay
13 a salary to a candidate, such payment must be computed on a *pro-rata* basis. *Id.* The payment of
14 a salary to candidates that do not meet these conditions is considered *per se* personal use. *Id.*

15 7. During the 2020 election cycle, the Committee reported payments to UBG,
16 totaling \$19,100, for services performed by Stockham on behalf of the Committee. Because
17 UBG was not separate and distinct from Stockham and the Committee, these payments should
18 have been treated as candidate salary payments. The Committee was required, but failed, to
19 report these payments to UBG as payments to Stockham. Therefore, the Committee failed to
20 accurately report these disbursements.

21 8. During the 2020 election cycle, Stockham used Committee funds to pay \$1,290 in
22 tolls and \$1,079 in auto repairs incurred in connection with Stockham's work as an Uber and

1 Lyft driver. These expenses existed irrespective of Stockham's candidacy. Therefore, Stockham
2 and the Committee made these disbursements for personal use.

3 9. During the 2020 election cycle, Stockham used Committee funds to pay \$339 in
4 Comcast utility bills for his personal residence and, during the 2018 election cycle, Stockham
5 used funds from his former campaign committee to pay \$434 for the same. The payments for
6 utilities at the candidate's residence were *per se* personal use.

7 10. As described above in paragraph IV.7, the Committee's reported payments to
8 UBG for services that Stockham performed on behalf of the Committee should have been
9 reported and treated as candidate salary. Of these payments, \$8,050 occurred prior to March 17,
10 2020, the date of the filing deadline for access to the primary election ballot, and therefore prior
11 to when Stockham was permitted to receive a salary. Further, \$2,550 of the payments occurred
12 after November 3, 2020, the date of the general election, and therefore after the final date that
13 Stockham was permitted to receive a salary. Similarly, Stockham's previous 2016 and 2018
14 committees made \$3,561 in payments to UBG that should have been treated as candidate salary
15 and that were made outside the timeframe within which Stockham was permitted to receive a
16 salary, of which \$500 is no longer within the statute of limitations: \$1,050 prior to April 20,
17 2016, \$1,400 after November 8, 2016, \$800 prior to March 20, 2018, and \$311 after
18 November 6, 2018. Therefore, these disbursements constituted *per se* personal use.

19 11. On November 3, 2020, the Committee paid Stockham a salary payment of \$2,000
20 for services performed during the month of November. Because the general election occurred on
21 November 3, 2020, and the date of the general election is the last date on which a candidate is
22 permitted to receive a salary, Stockham was only entitled to receive compensation for November
23 1 through November 3 (three days). Moreover, because Stockham was, at most, permitted to

1 receive \$4,500 per month and candidate salaries must be computed on a *pro rata* basis, \$450 was
2 the maximum amount of salary Stockham was permitted to receive for the month of November.
3 Therefore, the remaining \$1,550 was excessive, and constituted *per se* personal use.

4 V. Respondents violated 52 U.S.C. § 30114(b) by converting campaign funds to
5 personal use. The Committee also violated 52 U.S.C. § 30104(b)(6) and 11 C.F.R. § 104.3(b) by
6 failing to report disbursements for the candidate's salary.

7 VI. 1. Respondents will cease and desist from violating 52 U.S.C. § 30114(b).
8 The Committee will cease and desist from violating 52 U.S.C. § 30104(b)(6) and 11 C.F.R.
9 § 104.3(b).

10 2. The Committee will amend its reports to accurately reflect salary
11 payments to Stockham by reporting via a memorandum entry that disbursements made to UBG
12 were ultimately paid to Stockham, and identify payments made for personal use.

13 3. Stockham, through the submission of financial documentation to the
14 Commission and additional representations, has indicated that although financial hardship
15 prevents him from paying the full civil penalty to the Commission, he is able to pay a
16 substantially reduced civil penalty of Two Thousand Four Hundred Dollars (\$2,400). The
17 Commission regards this submission as a material representation. If evidence is uncovered
18 indicating Stockham's financial condition is not as stated, a total civil penalty of Six Thousand
19 Dollars (\$6,000), disgorgement of Two Thousand Four Hundred Forty-Three Dollars and Sixty
20 Two Cents (\$2,443.62), and a refund to the Committee of Fourteen Thousand Eight Hundred and
21 Fifty-Eight Dollars (\$14,858), which represents the amounts that the Commission would
22 ordinarily seek for the violations Stockham committed, shall be immediately due, pursuant to
23 52 U.S.C. § 30109(a)(5)(B). Stockham's reduced civil penalty will be paid as follows:

1 i. The first payment of One Hundred Dollars (\$100) is due no more
2 than thirty (30) days from the date this Agreement becomes effective;

3 ii. Thereafter, twenty-three consecutive monthly installment
4 payments of One Hundred Dollars (\$100) each shall be paid within thirty (30) days of the due
5 date of the previous installment;

6 iii. In the event that any installment payment is not received by the
7 Commission by the fifth day after which it becomes due, the Commission may, at its discretion,
8 accelerate the remaining payments and cause the entire amount to become due upon ten days'
9 written notice to Stockham. Failure by the Commission to accelerate the payments with regard
10 to any overdue installment shall not be construed as a waiver of its right to do so with regard to
11 future installments.

12 4. The Committee, through recent filings with the Commission and
13 additional representations, has indicated that financial hardship prevents it from paying a civil
14 penalty or making a disgorgement. The Commission regards these filings and representations as
15 material representations. If evidence is uncovered indicated the Committee's financial condition
16 is not as stated, a total civil penalty of Twenty-One Thousand Dollars (\$21,000), which
17 represents the amount the Commission would ordinarily seek for the violations the Committee
18 committed, shall be immediately due, pursuant to 52 U.S.C. § 30109(a)(5)(B).

19 5. Stockham will attend a Commission-sponsored training program for
20 candidates and authorized committees within one year of the effective date of this Agreement.
21 Should any other individual be named as treasurer of the Committee within one year of the
22 effective date of this Agreement, that individual shall also attend a Commission-sponsored
23 training program for candidates and authorized committees within one year of the effective date

1 of this Agreement. Stockham shall submit evidence of his and any other required individual's
2 registration and attendance at such event to the Commission.

3 VII. The Commission, on request of anyone filing a complaint under 52 U.S.C.
4 § 30109(a)(1) concerning the matters at issue herein or on its own motion, may review
5 compliance with this Agreement. If the Commission believes that this Agreement or any
6 requirement thereof has been violated, it may institute a civil action for relief in the United States
7 District Court for the District of Columbia.

8 VIII. This Agreement shall become effective as of the date that all parties hereto have
9 executed same and the Commission has approved the entire Agreement.

10 IX. Respondents shall have no more than 30 days from the date this Agreement
11 becomes effective to comply with and implement the requirements contained in this Agreement
12 and to so notify the Commission.

13 X. This Conciliation Agreement constitutes the entire agreement between the parties
14 on the matters raised herein, and no other statement, promise, or agreement, either written or

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Conciliation Agreement
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1 oral, made by either party or by agents of either party, that is not contained in this written
2 agreement shall be enforceable.

3 FOR THE COMMISSION:

4 Lisa J. Stevenson
5 Acting General Counsel

6 BY: Charles Kitcher

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Kitcher
Date: 2022.05.31 09:35:41
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5/31/22

7 Charles Kitcher
8 Associate General Counsel for Enforcement :

Date

9 FOR THE RESPONDENTS:

10



11 Casper Stockham
12 Individually and as treasurer for Casper for Colorado

5/12/2022

Date