

**FEDERAL ELECTION COMMISSION**  
**FIRST GENERAL COUNSEL'S REPORT**

**MUR 7842**

DATE FILED: October 28, 2020

DATE OF NOTIFICATION: November 4, 2020

LAST RESPONSE RECEIVED: November 24, 2020

DATE ACTIVATED: March 4, 2021

EXPIRATION OF SOL: November 13, 2024

ELECTION CYCLE: 2020

**MUR 7843**

DATE FILED: October 28, 2020

DATE OF NOTIFICATION: November 4, 2019

LAST RESPONSE RECEIVED: January 12, 2021

DATE ACTIVATED: March 4, 2021

EXPIRATION OF SOL: July 28, 2025 –

August 8, 2025

ELECTION CYCLE: 2020

**MUR 7846**

DATE FILED: October 28, 2020

DATE OF NOTIFICATION: November 4, 2020

LAST RESPONSE RECEIVED: November 24, 2020

DATE ACTIVATED: March 4, 2021

EXPIRATION OF SOL: September 18, 2025

ELECTION CYCLE: 2020

**COMPLAINANT:**

Campaign Legal Center

**RESPONDENTS:**

TonerQuest, Inc. (MUR 7842)

America First Action, Inc., and

Jon Proch in his official capacity as

Treasurer (MUR 7842)

Marathon Petroleum Company LP (MUR 7843)

Congressional Leadership Fund and Caleb Crosby

in his official capacity as Treasurer (MUR 7843)

Amedisys, Inc. (MUR 7846)

Senate Leadership Fund and Caleb Crosby in his

official capacity as Treasurer (MURs 7843 and

7846)

MURs 7842, 7843, and 7846 (Marathon Petroleum Company LP, *et al.*)

First General Counsel's Report

Page 2 of 15

1 **RELEVANT STATUTES**

2 **AND REGULATIONS:** 52 U.S.C. § 30119(a)

3 11 C.F.R. § 115.1

4 11 C.F.R. § 115.2

5

6 **INTERNAL REPORTS CHECKED:** Disclosure Reports

7

8 **FEDERAL AGENCIES CHECKED:** None

9

10 **I. INTRODUCTION**

11 The Complaints in these three matters allege that business corporations and a partnership  
12 violated the Federal Election Campaign Act of 1971, as amended (the "Act"), by making  
13 contributions to political committees as federal contractors. Two of the contributors, TonerQuest,  
14 Inc., and Marathon Petroleum Company LP ("Marathon"), do not deny that they were federal  
15 contractors at the time of their contributions. The other contributor, Amedisys, Inc., denies that it  
16 violated the prohibition on federal contractor contributions. Further, the recipient political  
17 committees deny that they knowingly solicited a contribution from a federal contractor.

18 The available record indicates that two contributors were federal contractors at the time of  
19 their contributions. Accordingly, we recommend that the Commission find reason to believe that  
20 TonerQuest and Marathon violated 52 U.S.C. § 30119(a)(1). Further, we recommend that,  
21 consistent with past practice in similar matters, the Commission take no action at this time with  
22 respect to the recipient committees America First Action, Inc., and Jon Proch in his official capacity  
23 as treasurer ("AFA") in MUR 7842, and Congressional Leadership Fund and Caleb Crosby in his  
24 official capacity as treasurer ("CLF") and Senate Leadership Fund and Caleb Crosby in his official  
25 capacity as treasurer ("SLF") in MUR 7843. Given the small size of Amedisys, Inc.'s federal  
26 contract, we recommend that the Commission exercise its prosecutorial discretion and dismiss the

1 Complaint in MUR 7846 as to Amedisys and the recipient committee SLF.<sup>2</sup> Finally, we  
2 recommend that the Commission authorize pre-probable cause conciliation with Marathon and  
3 TonerQuest.

## 4 **II. FACTUAL BACKGROUND**

5 Each of the three Complaints in these matters identifies a federal contractor business entity  
6 that made at least one contribution to a federal political committee. MUR 7842 involves  
7 TonerQuest, a New York corporation that provides office and professional supplies to government  
8 customers under a federal government contract.<sup>3</sup> The Complaint alleges that TonerQuest held two  
9 ten-year federal supply schedule contracts with the federal government: one with a start date of  
10 April 13, 2011, ending on April 12, 2021, with a total value of \$1.2 million; and another starting on  
11 July 23, 2014, with an end date of July 22, 2024, valued at \$106,745.<sup>4</sup> The Complaint alleges that  
12 during the timeframe of these federal contracts TonerQuest made a prohibited contribution to AFA  
13 on November 13, 2019, in the amount of \$25,000.<sup>5</sup> AFA is an independent expenditure-only  
14 political committee (“IEOPC”) registered with the Commission.<sup>6</sup>

15 In response to the MUR 7842 Complaint, TonerQuest confirms that it was a federal  
16 government contractor at all relevant times and states that when it learned from the Complaint that  
17 the contribution was prohibited under the Act, it requested a refund from AFA.<sup>7</sup> TonerQuest asserts  
18 that it was not aware of the prohibition of the Act related to its contribution and did not knowingly

---

<sup>2</sup> *Heckler v. Chaney*, 470 U.S. 821, 831-32 (1985).

<sup>3</sup> MUR 7842 Response of TonerQuest (“TonerQuest Resp.”) at 1 (Nov. 12, 2020).

<sup>4</sup> MUR 7842 Compl. at 2-3 (Oct. 28, 2020).

<sup>5</sup> *Id.* at 7.

<sup>6</sup> AFA Amended Statement of Organization at 2 (Nov. 7, 2019).

<sup>7</sup> MUR 7842 TonerQuest Resp. at 2-3.

1 and willfully make such contribution in violation of the Act.<sup>8</sup> AFA states in response to the MUR  
2 7842 Complaint that once it learned of the Complaint, it “investigated the contribution and promptly  
3 refunded it.”<sup>9</sup> AFA refunded TonerQuest’s contribution on November 16, 2020,<sup>10</sup> twelve days after  
4 the November 4, 2020, notification of the MUR 7842 Complaint.

5 The Complaint in MUR 7843 alleges that Marathon, an oil refining, marketing, and pipeline  
6 transportation company, held a federal government contract from February 24, 2020, through  
7 April 30, 2021 at a value of \$1,953,770.<sup>11</sup> The Complaint alleges that Marathon made two  
8 impermissible federal contractor contributions during the timeframe of the government contract,  
9 \$500,000 to CLF on July 28, 2020, and \$500,000 to SLF on August 5, 2020.<sup>12</sup> CLF and SLF are  
10 both IEOPCs registered with the Commission.<sup>13</sup>

11 Marathon’s response to the Complaint acknowledges that it was a federal contractor at the  
12 time of its contributions to CLF and SLF, noting that the Defense Logistics Agency (the “DLA”), a  
13 unit of the U.S. Department of Defense, awarded it a contract to provide a limited quantity of jet  
14 fuel from Marathon’s Detroit refinery.<sup>14</sup> Marathon states that it delivered the jet fuel and completed  
15 its performance under the DLA contract in September 2020 and received approximately \$1.1  
16 million under the contract.<sup>15</sup> Marathon asserts that after “investigating” the matter following receipt

---

<sup>8</sup> *Id.* at 2.

<sup>9</sup> MUR 7842 Response of AFA (“AFA Resp.”) at 1 (Nov. 24, 2020).

<sup>10</sup> AFA 2020 30-Day Post-General Report at 98 (Dec. 3, 2020).

<sup>11</sup> MUR 7843 Compl. at 3 (Oct. 28, 2020).

<sup>12</sup> *Id.* at 3-4.

<sup>13</sup> CLF Statement of Organization at 2 (May 17, 2017); SLF Statement of Organization at 2 (Jan. 20, 2015).

<sup>14</sup> MUR 7843 Response of Marathon (“Marathon Resp.”) at 2-3 (Jan. 12, 2021).

<sup>15</sup> *Id.* at 3.

1 of the Complaint, it requested and received refunds of its contributions.<sup>16</sup> Nevertheless, Marathon  
2 asserts that the facts in MUR 7843 are “nearly identical” to those in MUR 6403 (Alaskans Standing  
3 Together), a matter where the Commission exercised its prosecutorial discretion and dismissed the  
4 allegations with respect to certain contributors that met the definition of a federal contractor.<sup>17</sup> CLF  
5 and SLF each confirm in their respective responses to the MUR 7843 Complaint that they refunded  
6 Marathon’s contributions on November 3, 2020, after learning of the Complaint.<sup>18</sup>

7 The Complaint in MUR 7846 alleges that Amedisys, Inc., a public home healthcare  
8 company with locations across the country, held three federal contracts covering the period  
9 April 20, 2020, through September 30, 2020, at a total value of \$3,897.<sup>19</sup> It alleges that during the  
10 timeframe of these federal contracts, Amedisys, Inc., made a prohibited contribution to SLF on  
11 September 18, 2020, in the amount of \$25,000.<sup>20</sup>

12 In response to the MUR 7846 Complaint, Amedisys, Inc., asserts that the specific corporate  
13 entity that made the contribution to SLF was not Amedisys, Inc., but rather one of its subsidiaries,  
14 Amedisys Holding LLC.<sup>21</sup> Amedisys, Inc., further states that Amedisys Holding LLC “does not  
15 contract with any Amedisys customers, either in the federal government or elsewhere, and is not  
16 seeking any such contracts.”<sup>22</sup> Amedisys, Inc., asserts that its business structure is similar to the

---

<sup>16</sup> *Id.*

<sup>17</sup> *Id.*

<sup>18</sup> MUR 7843 Response of CLF (“CLF Resp.”) at 1 (Nov. 23, 2020); Response of SLF (“SLF Resp.”) at 1 (Nov. 20, 2020). *See* CLF Amended 2020 30-Day Post-General Report at 1,265 (Jan. 27, 2021) and SLF Amended 2020 30-Day Post-General Report at 284 (Jan. 14, 2021).

<sup>19</sup> MUR 7846 Compl. at 2 (Oct. 28, 2020).

<sup>20</sup> *Id.*

<sup>21</sup> MUR 7846 Response of Amedisys, Inc. (“Amedisys Resp.”) at 1 (Nov. 30, 2020). *See also* Dun & Bradstreet, Inc. (2021), Amedisys Holding LLC (Corporate Linkage).

<sup>22</sup> SLF Amended 2020 October Quarterly Report at 36 (Nov. 16, 2020).

1 business structure outlined in MUR 6726 (Chevron Corp.), noting that Amedisys, Inc., and  
2 Amedisys Holding LLC are separate business entities, Amedisys Holding LLC does not sell any  
3 goods or services, and the overall Amedisys, Inc., business enterprise vastly exceeds the \$3,897 in  
4 federal contracts involving Amedisys, Inc., as disclosed on the USAspending.gov database.<sup>23</sup> .

5 In its response to the Complaint, SLF states that it was informed by counsel for Amedisys  
6 Holding that the contributing entity is "Amedisys Holding LLC" and that Amedisys Holding LLC  
7 does not hold any federal contracts.<sup>24</sup> SLF initially disclosed the contribution from "Amedisys" on  
8 its 2020 October Quarterly Report filed on October 20, 2020.<sup>25</sup> SLF subsequently amended its  
9 2020 October Monthly Report on November 16, 2020, replacing "Amedisys" with "Amedisys  
10 Holding LLC" as the contributor.<sup>26</sup>

### 11 **III. LEGAL ANALYSIS**

12

#### 13 **A. Federal Contractor Contributions**

14 A "contribution" is defined as "any gift . . . of money or anything of value made by any  
15 person for the purpose of influencing any election for Federal office."<sup>27</sup> Under the Act, a federal  
16 contractor may not make contributions to political committees.<sup>28</sup> Specifically, the Act prohibits  
17 "any person . . . [w]ho enters into any contract with the United States . . . for the rendition of  
18 personal services or furnishing any material, supplies, or equipment to the United States or any

---

<sup>23</sup> Amedisys Resp. at 2. In MUR 6726, where Chevron Corporation made a contribution and Chevron U.S.A., its subsidiary, was a federal contractor, the Commission found no reason to believe where the parent and subsidiary were separately incorporated, most of the companies' directors and officers did not overlap, and the contributor had sufficient funds not derived from the revenue of subsidiaries with federal contracts. *See* Certification MUR 6726 (Chevron Corp.) (Feb. 25, 2014); Factual and Legal Analysis at 6-7, MUR 6726.

<sup>24</sup> MUR 7846 Response of SLF ("SLF Resp.") at 1 (Nov. 30, 2020).

<sup>25</sup> SLF 2020 October Quarterly Report at 36 (Oct. 20, 2020).

<sup>26</sup> SLF Amended 2020 October Quarterly Report at 36 (Nov. 16, 2020).

<sup>27</sup> 52 U.S.C. § 30101(8)(A)(i).

<sup>28</sup> 52 U.S.C. § 30119(a); 11 C.F.R. § 115.2.

1 department or agency thereof” from making a contribution “if payment for the performance of such  
2 contract . . . is to be made in whole or in part from funds appropriated by the Congress.”<sup>29</sup> These  
3 prohibitions begin to run at the beginning of negotiations or when proposal requests are sent out,  
4 whichever occurs first, and end upon the completion of performance of the contract or the  
5 termination of negotiations, whichever occurs last.<sup>30</sup> And these prohibitions apply to a federal  
6 contractor who makes contributions to any political party, political committee, federal candidate, or  
7 “any person for any political purpose or use.”<sup>31</sup>

8         The available record indicates that TonerQuest and Marathon were federal contractors at the  
9 time they made contributions. TonerQuest states that it “did not knowingly and willfully make such  
10 Contribution in violation of the FECA as it was not aware of the prohibitions related to entities  
11 holding federal government contracts.”<sup>32</sup> Marathon confirms that it held a federal contract with  
12 DLA at the time of the contributions at issue.<sup>33</sup>

13         Marathon argues that further enforcement in its matter is unwarranted, however, asserting  
14 that we should follow the approach in MUR 6403, which resulted in the dismissal of allegations  
15 relating to certain contributors that met the definition of a federal contractor.<sup>34</sup> In that matter, the  
16 Commission concluded that even though three companies appeared to be government contractors  
17 based on their leases of office space to the federal government, the unique circumstances warranted  
18 the Commission’s exercise of prosecutorial discretion to dismiss the allegations as to them.<sup>35</sup>

---

<sup>29</sup> 52 U.S.C. § 30119(a)(1); *see also* 11 C.F.R. part 115.

<sup>30</sup> 52 U.S.C. § 30119(a)(1); 11 C.F.R. § 115.1(b).

<sup>31</sup> 52 U.S.C. § 30119(a)(1); 11 C.F.R. § 115.2.

<sup>32</sup> MUR 7842 TonerQuest Resp. at 2.

<sup>33</sup> MUR 7843 Marathon Resp. at 4-5.

<sup>34</sup> *Id.* at 3.

<sup>35</sup> Factual and Legal Analysis at 9-11, MUR 6403 (Alaskans Standing Together).

MURs 7842, 7843, and 7846 (Marathon Petroleum Company LP, *et al.*)

First General Counsel's Report

Page 8 of 15

1 Among the factors that the Commission considered were that none of the three companies sought  
2 the leases in question, as federal agencies approached all three solely because the federal  
3 government had no other options in the geographic area; and the amounts paid by the federal  
4 government for the lease agreements were relatively small (two of the three companies had lease  
5 agreements at a rate of \$9,000 and \$400 a year, respectively).<sup>36</sup> Even the third company's lease  
6 agreement, at a rate of \$28,000 per year, represented a small percentage of its gross revenue in a  
7 given year.<sup>37</sup> Marathon claims that the circumstances here are similar to MUR 6403 because the  
8 government also affirmatively requested contracts by publicly issuing a request for proposals to  
9 which Marathon responded and won through competitive bidding.<sup>38</sup> Marathon also asserts that the  
10 amount paid by the federal government under the contract represented an even smaller percentage  
11 of Marathon's consolidated gross annual revenue than the contractor in MUR 6403.<sup>39</sup>

12 But the facts in MUR 7843 are distinguishable. Contrary to the facts in MUR 6403—a  
13 unique situation where the companies were approached by federal agencies to lease certain office  
14 space and land space because the government had no other options in the area—Marathon obtained  
15 the federal contract through the regular competitive bidding process, which affects a substantially  
16 greater number of prospective contractors. And Marathon's argument that its federal contract work  
17 represented a "small percentage" of its business does not negate the company's status as a federal  
18 contractor.<sup>40</sup> The amount of Marathon's federal contract, at a value of at least \$1.1 million, was 40

---

<sup>36</sup> *Id.* at 7, 10.

<sup>37</sup> *Id.* at 10.

<sup>38</sup> MUR 7843 Marathon Resp. at 5.

<sup>39</sup> *Id.*

<sup>40</sup> See Factual & Legal Analysis ("F&LA") at 4, MUR 7099 (Suffolk Construction Company Inc.) (concluding that respondent's argument that its federal contract work represented a "small fraction" of its business does not negate the company's status as a federal contractor, noting that "[w]hile Suffolk may consider its federal contract work a "*de minimis*" portion of its overall work, its \$200,000 in contributions to the Committee are not *de minimis*.").



MURs 7842, 7843, and 7846 (Marathon Petroleum Company LP, *et al.*)  
First General Counsel's Report  
Page 9 of 15

1 times greater than the amount of the \$28,000 contract in MUR 6403. Further, Marathon's  
2 \$1,000,000 in contributions to CLF and SLF are not *de minimis*.<sup>41</sup> Indeed, Marathon's  
3 contributions are the largest federal contractor contributions to an IEOPC that the Commission has  
4 considered in an enforcement matter.

5 Marathon also questions whether the contractor ban is unconstitutional as applied to  
6 contributions to IEOPCs, but no court has made such a ruling or even questioned the application.<sup>42</sup>  
7 In *Wagner v. FEC*, the D.C. Circuit, sitting *en banc*, upheld the validity of the contractor ban but  
8 did not address the ban specifically as applied to contributions made to IEOPCs.<sup>43</sup> Absent a court  
9 ruling to the contrary, the Commission has continued to enforce the ban as to independent  
10 expenditure-only committees, conciliating four matters with contractors who contributed to  
11 IEOPCs.<sup>44</sup> Thus, contributions made by federal contractors to independent expenditure-only  
12 political committees remain prohibited.<sup>45</sup> In this instance, Marathon made impermissible  
13 \$1,000,000 federal contractor contributions.

14 Accordingly, we recommend that the Commission find reason to believe that TonerQuest,  
15 Inc., and Marathon Petroleum Company LP violated 52 U.S.C. § 30119(a)(1).

---

<sup>41</sup> *Id.*

<sup>42</sup> MUR 7843 Marathon Resp. at 9-10 (discussing *Speech Now.org v. FEC*, 569 F.3d 686 (D.C. Cir. 2010) (*en banc*) and *Wagner v. FEC*, 901 F. Supp. 2d 101, 107 (D.D.C. 2012)).

<sup>43</sup> 793 F.3d 1 (D.C. Cir. 2015) (*en banc*).

<sup>44</sup> See MUR 7568 (Alpha Marine Services Holdings, LLC) (finding reason to believe finding and accepting a negotiated conciliation agreement); MUR 7451 (Ring Power Corporation) (same); MUR 7450 (Ashbritt, Inc.) (same); MUR 7099 (Suffolk Construction) (same). See also FEC Statement on *Carey v. FEC*, n.1 (Oct. 6, 2011), <https://beta.fec.gov/updates/fec-statement-on-carey-v-fec/> (“[f]oreign nationals, government contractors, national banks and corporations organized by authority of any law of Congress cannot contribute” to non-contribution accounts used to make only independent expenditures).

<sup>45</sup> See F&LA at 3, MUR 7099 (Suffolk Construction Company Inc.) (finding reason to believe that a federal contractor violated the Act by making contributions to an IEOPC, noting that the prohibitions with respect to federal contractors include contributions made to “any person for any political purpose or use”); F&LA at 3-4, MUR 7451 (Ring Power Corporation) (same); F&LA at 2-3, MUR 7568 (Alpha Marine Services Holdings, LLC) (same); F&LA at 4, MUR 7450 (Ashbritt, Inc.) (same).

1           As for the MUR 7846 Complaint, Amedisys, Inc., claims that the contribution was made not  
2 by it as reported by the recipient committee, but by a related entity. Specifically, Amedisys, Inc.,  
3 says it is the parent company, and asserts that the actual contributor was one of its subsidiaries that  
4 was not a federal contractor.

5           With respect to a parent company that has an ownership interest in a federal-contractor  
6 subsidiary, the Commission has recognized that such parent company may make a contribution  
7 without violating section 30119 if it is a “separate and distinct legal entity” from its federal-  
8 contractor subsidiary and “has sufficient revenue derived from sources other than its contractor  
9 subsidiary to make a contribution.”<sup>46</sup> If, however, the subsidiary is merely an agent,  
10 instrumentality, or alter ego of the parent company, then the parent company is prohibited from  
11 making a contribution.<sup>47</sup> In determining whether a parent company is “separate and distinct” from  
12 its subsidiary, the Commission has not articulated a test setting forth factors that a company must  
13 satisfy but has made the determination based on the specific facts and circumstances of each  
14 matter.<sup>48</sup>

15           Although Amedisys, Inc., claims that its subsidiary Amedisys Holding LLC made the  
16 contribution, it does not explain how the subsidiary is separate or distinct from the parent  
17 corporation. Public information indicates that both entities share the same address and have the

---

<sup>46</sup> Factual and Legal Analysis at 6, MUR 6726 (Chevron) (citing MUR 6403 (Alaskans Standing Together, *et al.*). See also Advisory Op. 2005-01 (Mississippi Band of Choctaw Indians); Advisory Op. 1998-11 (Patriot Holdings LLC) (superseded on other grounds).

<sup>47</sup> Advisory Op. 1998-11 (Patriot Holdings LLC) at 5.

<sup>48</sup> See Factual and Legal Analysis at 6, MUR 6726 (Chevron Corp.) (parent corporation was separate and distinct from contracting subsidiary where entities were separately incorporated and under direction and control of separate management); Advisory Op. 1998-11 (holding company was separate and distinct from its contractor subsidiaries where holding company did not pay salary or expenses of its subsidiaries and would not be held liable if its subsidiaries breached contracts with federal government); Advisory Op. 2005-01 (Indian tribe and its subsidiary corporation were separate and distinct from each other where subsidiary was separately incorporated, owned separate property, maintained separate management, and did not intermingle contractor funds with other tribal funds); Advisory Op. 1999-32 (Tohono O’odham Nation) (Indian tribe and its subordinate entity were separate and distinct from each other where the subordinate had its own bank account, employees, personnel policies, employee benefits and legal counsel).

1 same President and Chief Executive Officer, Paul Kusserow.<sup>49</sup> Indeed, according to the available  
2 information it appears that Amedisys Holding has only one employee, and its earnings and overall  
3 financial status are unclear given Amedisys, Inc.'s assertion that "Amedisys Holding LLC does not  
4 sell any goods or services."<sup>50</sup> Amedisys, Inc., states only that the "overall Amedisys business  
5 enterprise vastly exceeds" the \$3,897 in government contracts as reflected in the USAspending.gov  
6 database.<sup>51</sup> In sum, the available information is insufficient to determine that the two entities were  
7 not separate and distinct for purposes of the Act's prohibition on contributions by federal  
8 contractors.

9         Although an investigation could likely determine whether the Amedisys, Inc., entities were  
10 "separate and distinct," we nevertheless recommend that the Commission exercise its prosecutorial  
11 discretion and dismiss this allegation. The available information shows that Amedisys, Inc., held  
12 less than \$4,000 in federal government contracts, amounts comparable to contractor respondents in  
13 MUR 6403, discussed above in the context of the Marathon contributions. In that matter, the  
14 Commission cited the unique circumstances, including that the government contracts were  
15 relatively small (two of the three companies had lease agreements at a rate of \$9,000 and \$400 a  
16 year, respectively) and this warranted the exercise of prosecutorial discretion to dismiss the  
17 allegations as to them.<sup>52</sup> Given Amedisys, Inc.'s small-sized government contract, we recommend  
18 that the Commission exercise its prosecutorial discretion under *Heckler v. Chaney*, 470 U.S. 821  
19 (1985), and dismiss the Complaint as to Amedisys, Inc.

---

<sup>49</sup> See Dun & Bradstreet, Inc. (2021), Amedisys Holding LLC (Company Profile).

<sup>50</sup> *Id.*; Amedisys Resp. at 2.

<sup>51</sup> Amedisys Resp. at 2.

<sup>52</sup> Factual and Legal Analysis at 7, 9-11, MUR 6403 (Alaskans Standing Together, *et al.*).

1           **B. Solicitation of Federal Contractor Contributions**

2           The Act also prohibits any person from knowingly soliciting any federal contractor  
3 contributions.<sup>53</sup> The Complaints in MURs 7842 and 7843 do not allege that the recipient  
4 Committees knowingly solicited the contributions at issue.<sup>54</sup> The three Committees that received  
5 the prohibited contributions have denied that they knowingly solicited contributions from the two  
6 federal contractors at issue, and they each refunded the respective contributions after receiving the  
7 Complaint.<sup>55</sup> Nevertheless, the available record does not include information regarding the making  
8 of the contributions, and the Committees' denials are unsworn.<sup>56</sup> As it is possible that the  
9 contributor respondents' responses to the reason-to-believe findings could provide more  
10 information regarding the making of these contributions, consistent with past practice in similar  
11 matters,<sup>57</sup> we recommend that the Commission take no action at this time with respect to America  
12 First Action, Inc., and Jon Proch in his official capacity as treasurer, Congressional Leadership

---

<sup>53</sup> See 52 U.S.C. § 30119(a)(2); *see also* 11 C.F.R. § 115.2 (c).

<sup>54</sup> See MURs 7842 and 7843 Compls.

<sup>55</sup> MUR 7842 AFA Resp. at 1; MUR 7843 CLF Resp. at 1; MUR 7843 SLF Resp. at 1.

<sup>56</sup> See MURs 7842 and 7843 Resps.

<sup>57</sup> See Certification MUR 7568 (Alpha Marine Services Holdings, LLC) (July 2, 2020) (taking no action at this time with respect to recipient committee); Certification MUR 7451 (Ring Power Corporation) (May 9, 2019) (same); Certification MUR 7450 (Ashbritt, Inc.) (July 23, 2019) (same); and Certification, MUR 7099 (Suffolk Construction Co.) (May, 23 2017) (same). See also First Gen. Counsel's Rpt. at 5, MUR 7568 (Alpha Marine Service Holdings, LLC) (recommending that the Commission take no action at this time with respect to recipient committee); First Gen. Counsel's Rpt. at 6-7, MUR 7451 (Ring Power Corporation) (same); First Gen. Counsel's Rpt. at 8-9, MUR 7450 (Ashbritt, Inc.) (same); and First Gen. Counsel's Rpt. at 7, MUR 7099 (Suffolk Construction) (same).

MURs 7842, 7843, and 7846 (Marathon Petroleum Company LP, *et al.*)

First General Counsel's Report

Page 13 of 15

1 Fund and Caleb Crosby in his official capacity as treasurer,<sup>58</sup> and Senate Leadership Fund and  
2 Caleb Crosby in his official capacity as treasurer.

3 With respect to the Complaint in MUR 7846, SLF likewise denies that it knowingly solicited  
4 contributions from Amedisys.<sup>59</sup> Given our recommendation to dismiss the Complaint with respect  
5 to the contributor, we recommend that the Commission dismiss that Complaint as to Senate  
6 Leadership Fund and Caleb Crosby in his official capacity as treasurer.

7

8

9

10

11

12

---

<sup>58</sup> In MUR 7569 (3M Company), involving a federal contractor contribution from 3M to CLF, we recommended that the Commission dismiss the Complaint as to CLF and send a letter of caution with respect to its receipt of a federal contractor contribution in that matter. MUR 7569 FGCR at 7 (open matter). There, 3M has continuously held federal contractor status from 2008 to date, with a total awarded amount currently at \$174.8 million. *See* MUR 7569 FGCR at 5-6; <https://www.usaspending.gov/recipient/c361908c-2bc6-d43f-6a1b-577074d2a087-P/latest>. As noted in the MUR 7569 Complaint, 3M, a company that manufactures and sells a variety of products for business and industry as well for consumers, touted its federal contract work on its website. MUR 7569 Compl. at 2 (Feb. 21, 2019). Under these circumstances, it appeared that CLF should have considered the contribution from 3M as raising a genuine question regarding whether it could be accepted or not, including with respect to the prospect that a well-known company like 3M could have been a federal contractor, and engaged in best efforts to resolve that question. *See* MUR 7569 FGCR at 6. By contrast, Marathon has had only periodic status as a federal contractor; prior to the \$1.1 million federal contract at issue in this matter, Marathon held a six-day federal contract in the amount of \$1,169 in 2008 (July 8, 2008 through July 14, 2008). *See* [https://www.usaspending.gov/award/CO\\_NT\\_AWD\\_INM08PX20\\_199\\_1435\\_-NONE\\_-NONE-](https://www.usaspending.gov/award/CO_NT_AWD_INM08PX20_199_1435_-NONE_-NONE-). Marathon had made identical contributions to CLF in 2018 and 2019, within the 12- year period in which it was not a federal contractor. *See* Marathon Resp. at 2. Under these circumstances and at this stage of the process, we do not intend to recommend that the Commission caution CLF in connection with its receipt of the Marathon contribution. Similarly, we do not intend to recommend that the Commission caution SLF, which also received a \$500,000 contribution from Marathon in MUR 7843.

<sup>59</sup> MUR 7846 SLF Resp. at 1.

1

2

3

4

5

6

7

8

9

10 **V. RECOMMENDATIONS**

- 11 1. Find reason to believe in MUR 7842 that TonerQuest, Inc., violated 52 U.S.C.  
12 § 30119(a)(1) by making a federal government contractor contribution;  
13
- 14 2. Take no action at this time in MUR 7842 with respect to America First Action, Inc.,  
15 and Jon Proch in his official capacity as treasurer;  
16
- 17 3. Find reason to believe in MUR 7843 that Marathon Petroleum Company LP violated  
18 52 U.S.C. § 30119(a)(1) by making federal government contractor contributions;  
19
- 20 4. Take no action at this time in MUR 7843 with respect to Congressional Leadership  
21 Fund and Caleb Crosby in his official capacity as treasurer;  
22

MURs 7842, 7843, and 7846 (Marathon Petroleum Company LP, *et al.*)

First General Counsel's Report

Page 15 of 15

5. Take no action at this time in MUR 7843 with respect to Senate Leadership Fund and Caleb Crosby in his official capacity as treasurer;
6. Dismiss the Complaint in MUR 7846 as to Amedisys, Inc.;
7. Dismiss the Complaint in MUR 7846 as to Senate Leadership Fund and Caleb Crosby in his official capacity as treasurer;
8. Authorize pre-probable cause conciliation with TonerQuest, Inc., and Marathon Petroleum Company LP;
9. Approve the attached Factual and Legal Analyses;
10. Approve the attached Conciliation Agreements; and
11. Approve the appropriate letters.

Lisa J. Stevenson  
Acting General Counsel

Charles Kitcher  
Associate General Counsel for Enforcement

August 18, 2021

Date

*Peter G. Blumberg*

Peter G. Blumberg  
Acting Deputy Associate General Counsel  
for Enforcement

*Mark Allen*

Mark Allen  
Assistant General Counsel

*Roy Q. Lockett*

Roy Q. Lockett  
Acting Assistant General Counsel

#### Attachments

1. Factual and Legal Analysis for TonerQuest, Inc.
2. Factual and Legal Analysis for Marathon Petroleum Company LP
3. Factual and Legal Analysis for Amedisys, Inc., and Senate Leadership Fund and Caleb Crosby in his official capacity as treasurer