



**FEDERAL ELECTION COMMISSION**  
Washington, DC 20463

August 16, 2022

**VIA ELECTRONIC MAIL**

Cabel Hobbs, Treasurer  
Our American Century  
P.O. Box 365  
McLean, VA 22101  
[compliance@complianceconsultingva.com](mailto:compliance@complianceconsultingva.com)  
[admin@ouramericancentury.org](mailto:admin@ouramericancentury.org)

RE: MUR 7867

Dear Mr. Hobbs:

On August 10, 2022, the Federal Election Commission accepted the signed conciliation agreement submitted on behalf of Our American Century and you in your official capacity as Treasurer in settlement of violations of 52 U.S.C. § 30120(a) and 11 C.F.R. § 110.11. 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). A Statement of Reasons providing a basis for the Commission's decision is not required in this matter, but if one is issued, it will be provided to you.

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 Aaron Rabinowitz, the attorney assigned to this matter, at (202) 694-1476 or [arabinowitz@fec.gov](mailto:arabinowitz@fec.gov).

Sincerely,

*Peter J. Blumberg*

Peter Blumberg  
Assistant General Counsel

Enclosure  
Conciliation Agreement

**BEFORE THE FEDERAL ELECTION COMMISSION**

In the Matter of	)	
	)	
	)	
Our American Century PAC	)	MUR 7867
and Cabell Hobbs in his	)	
official capacity as treasurer	)	
	)	
	)	

**CONCILIATION AGREEMENT**

This matter was generated by a complaint filed with the Federal Election Commission (the "Commission"). The Commission found reason to believe that Our American Century PAC and Cabell Hobbs in his official capacity as treasurer ("Respondent") violated 52 U.S.C. § 30120(a) and 11 C.F.R. § 110.11.

NOW, THEREFORE, the Commission and Respondent, having participated in informal methods of conciliation prior to a finding of probable cause to believe, 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. Our American Century PAC is an independent expenditure-only political committee that registered with the Commission on October 17, 2012. Cabell Hobbs is its treasurer.

2. On October 23, 2020, Respondent made six ad buys from Google to display an advertisement titled "As per your request, Joe ..." The advertisement was visible to Google users in Arizona, Ohio, Pennsylvania, and Michigan between October 23 and 30, 2020, and cost between \$5,100 and \$251,000.

3. The "As per your request, Joe ..." advertisement was originally posted on YouTube by Make America Great Again PAC f/k/a Donald J. Trump for President, Inc. (the "Trump Committee"), and contained a disclaimer stating that the video was "[p]aid for by Donald J. Trump for President, Inc." Respondents republished in full the same Trump Committee advertisement, including the original disclaimer and did not include a disclaimer by Our American Century.

4. The Act requires that all public communications made by a political committee include a disclaimer. 52 U.S.C. § 30120(a); 11 C.F.R. § 110.11(a)(1). "Public communications" include "communications placed for a fee on another person's Web site." 11 C.F.R. § 100.26. Where required, disclaimers must be "presented in a clear and conspicuous manner, to give the reader, observer, or listener adequate notice of the identity of the person or political committee that paid for, and where required, that authorized the communication." 11 C.F.R. § 110.11(c). If a communication is not authorized by a candidate or candidate's authorized committee, it must clearly state the name and permanent street address, telephone number, or website address of the person who paid for the communication and state that the communication is not authorized by any candidate or candidate's committee. 11 C.F.R. § 110.11(b)(3).

V. Respondent distributed the "As per your request, Joe ..." advertisement without providing, in a clear and conspicuous manner, a disclaimer that: identified Respondent as the

political committee that paid for the advertisement; stated that the advertisement was not authorized by any candidate or candidate's authorized committee; and clearly stated the name and permanent street address, telephone number, or website address of Respondent. As a result, Respondent violated 52 U.S.C § 30120(a) and 11 C.F.R. § 110.11.

VI. Respondent will take the following actions:

1. Respondent will pay a civil penalty to the Commission in the amount of fourteen thousand dollars (\$14,000), pursuant to 52 U.S.C. § 30109(a)(5)(A).
2. Respondent will cease and desist from committing further violations of 52 U.S.C § 30120(a) and 11 C.F.R. § 110.11.

VII. 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.

VIII. 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.

IX. 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.

X. This Conciliation Agreement constitutes the entire agreement between the Commission and Respondent and constitutes a final settlement as to Respondent. No other

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

FOR THE COMMISSION:

Lisa J. Stevenson  
 Acting General Counsel

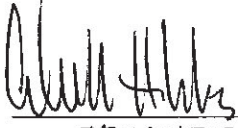
BY: **Charles Kitcher**  Digitally signed by Charles Kitcher  
 Date: 2022.08.10 13:00:12 -04'00'

8/10/22

Charles Kitcher  
 Associate General Counsel  
 for Enforcement

Date

FOR THE RESPONDENT:

 **CABELL HOBBS**  
 TREASURER

(Name)  
 (Position)

6/27/22

Date