
ORAL ARGUMENT SCHEDULED FOR NOVEMBER 30, 2018

No. 18-5227

UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

LIBERTARIAN NATIONAL COMMITTEE, INC.,
Plaintiff-Appellant,

v.

FEDERAL ELECTION COMMISSION,
Defendant-Appellee.

On Certification of Constitutional Questions from the
United States District Court for the District of Columbia

**FEDERAL ELECTION COMMISSION'S MOTION
TO DISMISS FOR LACK OF SUBJECT-MATTER JURISDICTION**

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GLOSSARY

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| Add. | Addendum |
| FEC | Federal Election Commission |
| FECA | Federal Election Campaign Act |
| LNC | Libertarian National Committee, Inc. |

INTRODUCTION

Pursuant to Federal Rule of Appellate Procedure 27(a) and Circuit Rule 27(g), the Federal Election Commission (“FEC” or “Commission”) respectfully moves to dismiss this action for lack of Article III standing.

For more than forty years, the Libertarian Party has sought to have Federal Election Campaign Act (“FECA”) limits on amounts it may accept in a calendar year declared unconstitutional, but courts have repeatedly rejected those claims. *See, e.g., Buckley v. Valeo*, 424 U.S. 1, 20-22 (1976) (per curiam); *McConnell v. FEC*, 540 U.S. 93, 133-89 (2003), *overruled in part on other grounds by Citizens United v. FEC*, 558 U.S. 310, 366 (2010). In 2013, a claim by the Libertarian National Committee, Inc. (“LNC”) that a contribution limit could not be constitutionally applied to bequests from deceased donors was generally rejected, with a panel of this Court finding “[t]he merits of the parties’ positions . . . so clear as to warrant summary action.” *Libertarian Nat’l Comm., Inc. v. FEC*, No. 13-5094, 2014 WL 590973, at *1 (D.C. Cir. Feb. 7, 2014) (per curiam). The district court in that case also came to the conclusion that application of the limit to a bequest with certain atypical characteristics merited consideration under special judicial review procedures, *Libertarian Nat’l Comm., Inc. v. FEC*, 930 F. Supp. 2d 154, 168-71 (D.D.C. 2013) (“*LNC I*”), but that part of the matter became moot

while pending before this Court. *See Order, Libertarian Nat'l Comm. v. FEC*, No. 13-5088 (D.C. Cir. Mar. 26, 2014) (*en banc*) (Doc. No. 1485531).

Later in 2014, Congress expanded the limit on contributions to national party committees, permitting those committees to raise more money to defray specific types of expenses, which include spending on presidential nominating conventions, national party headquarters, and legal proceedings. The LNC has had substantial expenses in those categories — including a mortgage on its recently acquired headquarters and the substantial sums it spends on its presidential nominating conventions. Because money is fungible, moreover, every dollar of contributions the LNC accepts under the new, higher limits increases dollar-for-dollar the amount it can accept into its general account, thereby freeing up funds to use for more political advocacy or any other type of expense.

In October 2014, the LNC learned that one of its longtime supporters, Joseph Shaber, had died, leaving the party a beneficial interest in a trust that was eventually determined to be worth more than \$235,000. The LNC perceived that the new bequest could provide another vehicle for challenging FECA's contribution limits, but the recent statutory amendments meant that FECA did not prevent the LNC from accepting the entirety of its interest in Shaber's estate. The LNC nevertheless chose to accept less than it could have to generate standing for this constitutional challenge. That decision was a self-inflicted injury that cannot

support standing. In any event, the declaratory and injunctive relief the LNC first sought in 2016 cannot redress its alleged 2015 injuries. And its claim of competitive injury relative to other political parties is likewise insufficient.

This case should be dismissed for lack of subject-matter jurisdiction.

STATEMENT OF FACTS

A. FECA's Limits on Contributions to National Party Committees

The LNC is the national committee of the Libertarian Party of the United States. Add. 14, at ¶ 1; *see* 52 U.S.C. § 30101(14); FEC, Types of Political Party Committees, <https://www.fec.gov/help-candidates-and-committees/registering-political-party/types-political-party-committees/>.

FECA has placed limits on the amount of money that individuals may annually contribute to any national political party committee for more than forty years. *See* 52 U.S.C. § 30116(a)(1)(B). Today, FECA creates a two-tiered set of limits for contributions by individuals to national party committees like the LNC. Under the first tier, an individual donor may annually contribute up to an inflation-adjusted limit to a national party committee's general account (the "General Party Limit"). *See* 52 U.S.C. § 30116(a)(1)(B), (c). During 2015-2016, that limit was \$33,400 per year. Price Index Adjustments for Contribution and Expenditure Limitations, 80 Fed. Reg. 5750-02, 5751 (Feb. 3, 2015). The limit was increased to \$33,900 per year for 2017-2018. Price Index Adjustments for Contribution and

Expenditure Limitations and Lobbyist Bundling Disclosure Threshold, 82 Fed. Reg. 10904, 10905-06 (Feb. 16, 2017).

In 2014, Congress added a second tier of limits through which an individual donor may contribute annually up to 300% of the General Party Limit into any of three specified segregated accounts that national party committees may elect to create (the “Segregated Account Limit”). *See* 52 U.S.C. § 30116(a)(1)(B), (a)(9). The segregated accounts may be used to defray expenses incurred with respect to:

- (1) “a presidential nominating convention”;
- (2) “the construction, purchase, renovation, operation, and furnishing of one or more headquarters buildings of the party or to repay loans the proceeds of which were used to defray such expenses (including expenses for obligations incurred during the 2-year period which ends on December 16, 2014)”;
- (3) “the preparation for and the conduct of election recounts and contests and other legal proceedings.”

52 U.S.C. § 30116(a)(9).

These two tiers apply separately. A single individual may contribute the maximum through the General Party Limit and also the maximum to each of the national party committee’s segregated accounts through the Segregated Account Limit. Therefore, an individual could have contributed as much as \$334,000 to a national party committee in 2015 by giving the maximum under the General Party Limit (\$33,400) and to each of the three segregated accounts (\$100,200 x 3).

The Commission has interpreted FECA's contribution limits to apply to a decedent's estate just as those limits would have applied to the decedent were he or she still living and making the contributions directly. *See, e.g.*, FEC Advisory Op. 2015-05 (Shaber), 2015 WL 4978865, at *2 (Aug. 11, 2015) (citing FEC advisory opinions). If the decedent's donation would exceed the relevant contribution limit, the FEC has concluded that an independent third-party (such as a trustee or escrow agent) may retain the funds and make subsequent contributions in amounts that comply with FECA's limits until the beneficiary's interest is discharged. *Id.*

B. Joseph Shaber's Gift to the LNC

Joseph Shaber was a long-time LNC donor who died in August 2014. (Addendum ("Add.") 54-56, at ¶¶ 109-117.) Shaber's estate planning documents named the LNC a beneficiary of a trust, which was eventually determined to be worth \$235,575.20. (Add. 55-57, at ¶¶ 115-17, 121.) The LNC first had access to the money from Shaber's bequest in 2015. (Add. 56, at ¶ 119.) Shaber put no restriction on how the LNC was to use the funds, directing his estate representatives to distribute the LNC's share "outright." (Add. 57, at ¶ 123.) In June 2015, these representatives requested that the LNC immediately accept its full share through contributions pursuant to the Segregated Account Limits. (Add. 104-105, 108.) The LNC declined to do so, evidently at least in part to maintain standing for this lawsuit. (Add. 106.)

Had the LNC elected to accept its interest in the Shaber estate using the Segregated Account Limits, it could have obtained the full amount in 2015, because the LNC's share was \$235,575.20, which was less than the \$334,000 it could have received annually from a single donor using segregated accounts. Because the LNC refused, however, Shaber's trustee and the LNC agreed to place the balance of the funds exceeding the General Party Limit in escrow to be annually distributed to the LNC pursuant to that limit until the balance is exhausted. (Add. 57-58, at ¶ 128.)

The LNC received its first distribution of \$33,400 from Shaber's gift in February 2015, and it received similar distributions in 2016 and 2017. (Add. 56, 58, at ¶¶ 119, 130-31.) The LNC also received a \$33,900 distribution in January 2018. (*See* LNC Report of Receipts and Disbursements at 38 (Feb. 20, 2018), <http://docquery.fec.gov/cgi-bin/fecimg/?201802209094625986>.)

C. The LNC's Segregated Account Expenses

During the relevant time period, the LNC incurred significant expenses that could have been defrayed through segregated account spending. In April 2014, the LNC purchased a building to serve as its headquarters for \$825,000, including a down payment of \$325,000. (Add. 20, at ¶ 24; Add. 112.) The LNC has since that time paid a monthly minimum of \$2,900.21 toward mortgage principal and interest (*see* Add. 86-87), and it has also made additional payments to principal (*e.g.*, Add.

86 (lines 32, 34, 37)). Shortly after purchasing the headquarters, the LNC adopted a policy requiring it to budget “at least \$60,000 in . . . odd-numbered year[s] to pay down the principal” in order to pay the balance “as quickly as possible” and to avoid a “balloon payment.” (Add. 20, at ¶ 25.) The LNC failed to meet this target in 2015, raising only \$22,435.63 for headquarters expenses despite projecting more than \$65,000 in fundraising. (Add. 82-84.)

The LNC admits that in 2015, it spent a total of \$80,428.22 on all eligible expenses, including \$340.50 on its 2016 presidential nominating convention, \$7,260.61 on legal proceedings, and \$72,827.11 on its headquarters. (*See* Add. 115; Add. 86 (line 12).) That figure excludes the \$174,031.88 the LNC spent on “office rent, tax, maintenance & utilities” in 2013 and 2014,¹ which Congress included as permissible segregated-account spending. *See* 52 U.S.C. § 30116(a)(9)(B).

The LNC’s significant spending on segregated-account-eligible expenses continued in 2016, the year this lawsuit was filed. (Add. 21, at ¶ 29.) The LNC’s internal accounting documents show that it spent \$220,449.59 on its 2016 presidential nominating convention, \$193,873.52 on its headquarters, and \$52,928

¹ This spending is reflected in the LNC’s public filings available at https://www.fec.gov/data/disbursements/?committee_id=C00255695&two_year_transaction_period=2014&recipient_name=GREENPENZ2600+VIRGINIA+AVE+LLC&data_type=processed&min_date=01%2F01%2F2013&max_date=12%2F31%2F2014.

on legal expenses. (*See* Add. 93-102.) Those expenses were generally consistent with the budget the LNC prepared in the fall of 2015 for its 2016 spending. (Add. 103; *see* Add. 83.)

Had the LNC elected to fully utilize the Segregated Account Limits to defray its actual and planned expenses, the LNC would have accepted Shaber's entire gift of \$235,575.20 by January 1, 2016. The following table reflects the expenses the LNC actually incurred for each category of spending, capped at the maximum contribution the LNC was permitted to receive from a single person under FECA, in 2015 and 2016. The categories for which the LNC's spending exceeded the relevant individual contribution limit are marked with an asterisk.

Table 1

| | 2015 | 2016 | Total |
|--|----------------------------|---------------|--------------|
| General Party Limit § 30116(a)(1)(B) | \$33,400.00* | \$33,400.00* | \$66,800 |
| Convention § 30116(a)(9)(A) | \$340.50 | \$100,200.00* | \$100,545.50 |
| Headquarters § 30116(a)(9)(B) | \$100,200.00* ² | \$100,200.00* | \$200,400.00 |
| Legal Proceedings § 30116(a)(9)(C) | \$7,260.61 | \$52,928.47 | \$60,189.08 |
| Total | \$141,201.11 | \$286,728.47 | \$427,929.58 |

The LNC has accepted other contributions into segregated accounts. As of December 31, 2016, the LNC has accepted at least \$57,918 into its segregated

² The figure for the 2015 headquarters expenses includes both the amount stated in the Kraus Declaration the LNC supplied in this litigation as well as the amount it reported spending on office rent in 2013 and 2014 in its public filings

headquarters fund. (Add. 19, at ¶ 22.) That money includes contributions that would not have been permissible under FECA prior to the 2014 adoption of the Segregated Account Limits, because the donor had already contributed the maximum under the General Party Limit. (Add. 19, at ¶ 21.)

D. District Court Proceedings

The LNC filed its complaint in this case on January 25, 2016. Counts I and III of its complaint raise as-applied claims that the First Amendment prohibits the application of the General Party Limit and the Segregated Account Limits to Shaber's donation specifically. (Add. 75-78, at ¶¶ 21-27, 32-34.) Count II alleges that Congress's inclusion of the Segregated Account Limits renders the contribution limits applicable to donations to national party committees facially unconstitutional because they are content-based restrictions on speech. (Add. 77-78, at ¶ 28-31.)

Because Counts I and III are as-applied claims, the LNC's allegations of injury rely on its inability to accept its full share of the Shaber estate into its general account. (*See, e.g.*, Add. 75, 78, at ¶¶ 18-19, 31.) As the LNC alleges, if it could take "immediate control over the balance of the Shaber funds," then "the LNC would substantially improve its ability to advocate and achieve electoral

with the FEC. As explained above, the latter amount may be defrayed by segregated account funds pursuant to 52 U.S.C. § 30116(a)(9)(B).

success.” (Add. 76, at ¶ 26.) With respect to its facial claim in Count II, the LNC asserts that it “has comparatively less use” for segregated account funds than the major parties do and that it must spend much of the money in its general account on achieving ballot access instead of campaigning. (Add. 74, at ¶ 13.) The LNC similarly alleges that “its lack of resources” dissuades “[d]onors, voters, and prospective political candidates who might be attracted to the party’s ideology” from supporting it. (Add. 73, at ¶ 12.)

In the district court, the Commission moved to dismiss, arguing that the LNC’s decision not to accept its share of the Shaber estate was a self-inflicted injury incapable of supporting standing under Article III. In rejecting this argument, the district court concluded that the LNC’s “precise” alleged injury was that it could not “accept the entire bequest for *general expressive purposes* when the bequest became available in 2015.” (Add. 8, 10.) The district court recognized that the LNC would not have suffered a cognizable injury if its expenses for which segregated account contributions could be used were sufficient to free up for general use any portion of the Shaber bequest that it accepted into such a segregated account. (Add. 9-11.) But the court concluded that the LNC’s expenses that could be defrayed by segregated account spending were insufficient to “free[] up the full value of the Shaber bequest . . . in 2015.” (Add. 11.) In its analysis, the court excluded all of the LNC’s substantial headquarters expenditures

from 2013-2014, although FECA permitted those expenses to be reimbursed through segregated account contributions in 2015. (Add. 10.) The district court also excluded all of the LNC's 2016 expenses, although the LNC filed this lawsuit in 2016 when a new set of annual contribution limits applied. (*Id.*)

STANDARD OF REVIEW

The LNC brought this case pursuant to FECA's special provision for judicial review of constitutional claims, 52 U.S.C. § 30110, which requires the district court to certify non-frivolous constitutional questions to the *en banc* court of appeals, *Holmes v. FEC*, 875 F.3d 1153, 1157 (D.C. Cir. 2017), *cert. denied*, 138 S. Ct. 2018 (2018). This case comes to this Court after such a certification, rather than as an appeal. Regardless of that posture, this Court reviews the question whether the LNC has standing under Article III *de novo*, and it owes "no deference to the district court's" decision. *Elec. Privacy Info. Ctr. v. Presidential Advisory Comm'n on Election Integrity*, 878 F.3d 371, 377 n.4 (D.C. Cir. 2017); *see In re Cao*, 619 F.3d 410, 414, 421 (5th Cir. 2010).

ARGUMENT

The LNC cannot demonstrate that it has Article III standing to pursue any of its claims. "To establish standing, the plaintiff must show (1) it has suffered a 'concrete and particularized' injury (2) that is 'fairly traceable to the challenged action of the defendant' and (3) that is 'likely' to be 'redressed by a favorable

decision,’ i.e., a decision granting the plaintiff the relief it seeks.” *Elec. Privacy Info. Ctr.*, 878 F.3d at 376-77 (quoting *Lujan v. Defs. of Wildlife*, 504 U.S. 555, 560-61 (1992)). The LNC’s claims fail at all three steps. First, FECA permitted the LNC to accept the full amount Shaber left to it in 2015, and its choice not to accept that money is a self-inflicted injury incapable of supporting standing. Second, even assuming that the LNC suffered a cognizable injury in 2015, its decision not to file suit until 2016 means that those alleged injuries could not be redressed by the declaratory and injunctive relief it seeks. Third, the LNC’s allegations that FECA places it at a competitive disadvantage compared to other political parties do not establish standing because its claimed disadvantage is caused by its inability to convince additional donors to make contributions, not FECA.

I. THE LNC’S ALLEGED INABILITY TO ACCESS SHABER’S CONTRIBUTION IS A WHOLLY SELF-INFLICTED INJURY

The LNC lacks standing to pursue its as-applied claims because the harm it claims to suffer is entirely the product of its own choice not to accept all of the Shaber funds. This Court has “consistently held that self-inflicted harm doesn’t satisfy the basic requirements for standing.” *Nat’l Family Planning & Reprod. Health Ass’n v. Gonzales*, 468 F.3d 826, 831 (D.C. Cir. 2006). This is so both because a self-inflicted “harm does not amount to an ‘injury’ cognizable under

Article III” and because the harm is not “fairly traceable to the defendant’s challenged conduct.” *Id.*

In the campaign finance context, this means that a recipient’s voluntary choice not to accept a permitted contribution cannot create standing to challenge the constitutionality of the applicable limit. In *McConnell*, a group of candidates alleged that they suffered an injury stemming from Congress’s decision to raise the ceiling on individual contributions, a decision the candidates claimed was unconstitutional. 540 U.S. at 226-28. The candidates did not “‘wish to solicit or accept’” contributions in amounts permitted by the new limits, allegedly “making it more difficult for them to compete in elections.” *Id.* at 228. The Supreme Court rejected this claim, holding that the candidates’ “alleged inability to compete stems not from the operation of” the increased contribution limit, “but from their own personal ‘wish’ not to solicit or accept large contributions, *i.e.*, their personal choice.” *Id.*

Similar results apply when plaintiffs claim contribution limits are too restrictive. See *Zimmerman v. City of Austin*, 881 F.3d 378, 389-90 (5th Cir. 2018), *petition for cert. filed*, No. 18-93 (U.S. July 17, 2018). In *Zimmerman*, a candidate for local office argued that a city’s “aggregate limit” on the amount of contributions a candidate could receive from outside of the relevant constituency was unconstitutional even though he had not himself attempted to solicit

contributions from such donors. *Id.* at 383, 389. In support of standing, the candidate claimed that the aggregate limit caused him to forego making the necessary solicitations because doing so would not have been cost-effective. *Id.* The Fifth Circuit rejected this argument, holding that the candidate’s “decision to forego solicitations” was a “self-inflicted injury” that was not “sufficient to confer standing.” *Id.*

It is undisputed here that FECA permitted the LNC to accept its entire share of the Shaber estate at the time it became available. (*See* Add. 78, at ¶ 33.) Under the limits applicable to 2015, FECA permitted the LNC to accept as much as \$334,000 from any single donor by maximizing receipts subject to the General Party Limit and the Segregated Account Limits. Shaber placed no other conditions on the LNC’s ability to accept the full amount of his gift; indeed, his estate representatives asked the LNC in 2015 to use the Segregated Account Limits to do so. (Add. 57, at ¶ 123; Add. 104-105; Add. 108.)

The LNC’s allegation that it desires to use the funds Shaber left it for “general expressive purposes” because it has “comparatively less use for funds” under the Segregated Account Limits does not make its purported injury any less self-inflicted. (Add. 74-75, at ¶¶ 13, 18.) Money is fungible, and therefore a dollar the LNC raises through the Segregated Account Limits to defray convention, headquarters, or legal proceedings expenses is an extra dollar from the LNC’s

general account that becomes available for its general expressive purposes. Add. 25, at ¶ 38; see *Knox v. Serv. Emps. Int’l Union, Local 1000*, 567 U.S. 298, 317 n.6 (2012) (“[O]ur cases have recognized that a union’s money is fungible, so even if the new fee were spent entirely for nonpolitical activities, it would free up other funds to be spent for political purposes.”). As in *Zimmerman*, the LNC’s choice here not to pursue permitted political fundraising because it objects to legal constraints placed on that fundraising does not show a cognizable injury.

As a factual matter, moreover, the LNC’s assertion that it does not need or want money to defray segregated account expenses is belied by the record. Even before Congress enacted the Segregated Account Limits, the LNC engaged in project-based fundraising to defray specific, identified expenses. (Add. 16-19, 21, at ¶¶ 10-13, 18-22, 27.) Indeed, it even highlighted the importance of its convention expenses to the Supreme Court when doing so benefitted its theories in a different challenge to FECA. See Brief of the Political Parties, *McConnell*, No. 02-1727 (and consolidated cases), 2003 WL 21911213, at *21, *65-66 (U.S. filed July 8, 2003). The LNC solicited contributions into its “building fund” and “guaranteed” prospective donors that those contributions “must, by law, be spent on buying an office or associated expenses.” (Add. 18-19, at ¶ 19.) And it is LNC policy to “completely pay off the headquarters building as quickly as possible” by budgeting “at least \$60,000” every non-election year “to pay down the principal.”

(Add. 20, at ¶ 25.) The Segregated Account Limits provided the LNC with a mechanism to do just that. The LNC chose not to do so.

The record also establishes that the LNC has not hesitated to accept other contributions subject to the Segregated Account Limits. For example, the LNC has accepted more than \$55,000 into its segregated headquarters fund pursuant to those limits. (Add. 19, at ¶ 22.) The LNC could have done the same with Shaber's gift in 2015, but it elected not to do so. These "budgetary choices" cannot serve as the predicate for standing under Article III. *Fair Emp't Council of Greater Wash., Inc. v. BMC Mktg. Corp.*, 28 F.3d 1268, 1276 (D.C. Cir. 1994).

II. THE LNC'S SEGREGATED ACCOUNT EXPENSES IN 2015 AND 2016 COULD HAVE EASILY ABSORBED SHABER'S ENTIRE GIFT

The district court concluded that the LNC's ability to accept the entire Shaber contribution at once using segregated accounts did not ameliorate the LNC's alleged injury because the LNC lacked sufficient expenses in 2015 to "free[] up the full value" of Shaber's gift in that year. (*See* Add. at 11). This conclusion is wrong for two reasons.

First, contrary to FECA's plain text, the district court categorically excluded expenses the LNC incurred for its headquarters in 2013 and 2014. When Congress enacted the Segregated Account Limits, it expressly provided that national party committees could use funds raised into a segregated account to defray headquarters "expenses for obligations incurred during the 2-year period which ends on

December 16, 2014.” 52 U.S.C. § 30116(a)(9)(B). The LNC’s headquarters expenses incurred in those years were directly relevant, because the party could have used funds from segregated account contributions — including amounts from Shaber’s estate made available in 2015 — to defray outstanding expenses and thereby offset general account spending.

Second, the district court’s exclusion of the LNC’s 2016 expenditures was erroneous. “Standing is assessed as of the time a suit commences,” *Chamber of Commerce of the U.S. v. EPA*, 642 F.3d 192, 199 (D.C. Cir. 2011), which in this case was 2016. Therefore, the LNC’s 2016 budget expectations and expenditures must be considered for the Court to determine whether the LNC suffered any injury then.

It is undisputed that the LNC’s 2016 segregated-account expenses were more than sufficient to offset the full amount of Shaber’s gift. As the district court found, the LNC spent “roughly \$467,251.58 on 52 U.S.C. § 30116(a)(9)-sanctioned expenses in 2016.” (Add. 21, at ¶ 29.) That spending was planned. The LNC budgeted \$200,000 in 2016 spending toward its presidential nominating convention, and it actually spent more than \$20,000 above what it had budgeted. (Add. 103.) The LNC also spent \$193,873.52 on its headquarters in 2016, including \$156,802.52 on mortgage and interest alone. (Add. 94, 97.) So the LNC could have freed up far more than its total share of the Shaber estate for general

spending by accepting funds to cover those expenses into a convention or headquarters segregated account. Even accepting the LNC's account of its spending *and* excluding the amount it spent on its headquarters in 2013-2014 (*see* Add. 115-16, at ¶¶ 4-7), the LNC could have exhausted the gift by accepting the maximum limit into its general account and *either* its convention account or headquarters segregated account.

In short, the LNC could have accepted the entire amount Shaber left it by the time this lawsuit was filed. By accepting Shaber's contribution through segregated accounts, the LNC would have been able to defray more of its expenses and would have freed an equal amount in its general account. The LNC's choice not to take that route is a self-inflicted injury.

III. THE LNC'S ALLEGED INJURY IN 2015 WAS NOT REDRESSABLE IN 2016 OR AFTERWARDS

The LNC's decision not to file suit until 2016 also means that the injury the district court found sufficient cannot be redressed by the declaratory and injunctive relief the LNC now seeks. The district court concluded that the LNC was injured in 2015 by not being able to accept the full amount of Shaber's gift at the time it became available. (*See* Add. at 8, 11.) To remedy this alleged injury, the LNC's complaint seeks only declaratory and injunctive relief; compensatory damages are not at issue. (*See* Add. 78-79.) Time only runs in one direction, however, and the remedies the LNC first sought in 2016 would not remedy any 2015 harm.

“Past exposure to illegal conduct does not in itself show a present case or controversy regarding injunctive relief.” *O’Shea v. Littleton*, 414 U.S. 488, 495-96 (1974). Thus, when an injunction or declaration could not “conceivably remedy any past wrong,” the plaintiff’s alleged injuries are not redressable. *Steel Co. v. Citizens for a Better Env’t*, 523 U.S. 83, 108-09 (1998); *see also Juidice v. Vail*, 430 U.S. 327 (1977) (holding that released prisoners lacked standing to obtain injunctive relief to challenge constitutionality of past incarceration); *Nat. Res. Def. Council v. Pena*, 147 F.3d 1012, 1021-22 (D.C. Cir. 1998) (holding that plaintiffs’ alleged injury of exclusion from past meetings would not be remedied by injunction prohibiting defendant from using materials generated from those meetings); *Sykes v. FEC*, 335 F. Supp. 2d 84, 92 (D.D.C. 2004) (“A declaratory judgment that portions of FECA are unconstitutional would do nothing to [remedy alleged constitutional violations] that have already occurred.”).

Similarly, when this lawsuit was filed in late January 2016, no declaration or injunction could have retroactively allowed the LNC to spend the money from Shaber’s gift on general expressive purposes *in 2015*. At most, a court could allow the LNC access to the remaining Shaber funds being held in escrow, but even that would not permit the LNC to access those funds in 2015.

Nor would it be significant for the standing analysis that any similar injury might recur. The LNC contended below that the Commission’s “arguments sound

more in mootness than standing” and suggested that its claims fall within the exception for disputes that are capable of repetition, yet evade review. (*See* Add. 12 n.7.) As the Supreme Court has held, however, “that doctrine will not revive a dispute which became moot before the action commenced.” *Renne v. Geary*, 501 U.S. 312, 320 (1991); *accord Friends of the Earth, Inc. v. Laidlaw Envtl. Servs. (TOC), Inc.*, 528 U.S. 167, 191 (2000) (“[I]f a plaintiff lacks standing at the time the action commences, the fact that the dispute is capable of repetition yet evading review will not entitle the complainant to a federal judicial forum.”). It is therefore of no moment that the LNC has identified other current or potential contributions that might exceed the General Party Limit. As to the only contribution at issue in the LNC’s complaint, Shaber’s, the LNC lacks any redressable injury.

IV. THE LNC’S ALLEGATIONS OF COMPETITIVE INJURY SIMILARLY FAIL TO SUPPORT ARTICLE III STANDING

The LNC also lacks standing to the extent its claims are dependent on its allegations that FECA’s contribution limits in general, and the Segregated Account Limits in particular, place the Libertarian Party at a competitive disadvantage vis-à-vis other political parties. These allegations cannot support standing in this case.

The fact that other political parties have different expenses does not establish that FECA causes the LNC to suffer a cognizable injury. The LNC alleges that it is harmed by the Segregated Account Limits because its monetary “needs” for the types of expenses that may be defrayed with segregated account funds are “not

commensurate with the needs of the two major political parties.” (Add. 74, at ¶ 13.) That assertion, however, is akin to the oft-rejected argument that a party is harmed because it is at a fundraising disadvantage to its competitors. *See, e.g., McConnell*, 540 U.S. at 227; *FEC v. Mass. Citizens for Life, Inc.*, 479 U.S. 238, 257 (1986) (“[P]olitical ‘free trade’ does not necessarily require that all who participate in the political marketplace do so with exactly equal resources.”); *Buckley*, 424 U.S. at 48. The Supreme Court rejected that exact argument when the Libertarian Party presented it in *Buckley*. 424 U.S. at 33-34 & n.40 (noting that the “record [was] devoid of support” for the Libertarian Party’s claim that FECA’s contribution limitations “have a serious effect on the initiation and scope of minor-party and independent candidacies.”). There is no reason for this Court to reach a different result.

In any event, the LNC’s claims of competitive disadvantage are not fairly traceable to FECA’s contribution limits. If the LNC faces higher costs to “secur[e] access to the ballot” than other political parties (Add. 73, at ¶ 12), those costs are imposed by various state election statutes, not FECA. Similarly, the LNC’s alleged difficulty in raising sufficient funds is determined not by FECA’s limits but by the individual decisions of potential donors. FECA’s limits — including the Segregated Account Limits — apply identically to all parties. *See Buckley*, 424 U.S. at 31 (noting that FECA “applies the same limitations on contributions to all

candidates regardless of their present occupations, ideological views, or party affiliations.”). From the perspective of candidates and political committees, the “overall effect” of FECA’s contribution limits “is merely to require candidates and political committees to raise funds from a greater number of persons.” *Id.* at 21-22.

Finally, the LNC’s “ability to advocate and achieve electoral success” would not be remedied by striking down the Segregated Account Limits. (*See* Add. 76, at ¶ 26.) As the Supreme Court has recognized, FECA’s contribution limits actually “benefit minor-party and independent candidates relative to their major-party opponents because major-party candidates receive far more money in large contributions.” *Buckley*, 424 U.S. at 33; *see Albanese v. FEC*, 78 F.3d 66, 68-69 (2d Cir. 1996) (“Indeed, since FECA limits the amounts of contributions that are permissible, the elimination of those ceilings could well place candidates whose constituencies do not include a plethora of wealthy supporters at an even greater disadvantage.”). Striking down those limits could actually exacerbate the LNC’s funding disadvantage compared to the Democratic and Republican parties.

CONCLUSION

The LNC lacks standing to sue under Article III, and this Court should decline to answer the questions certified to it for lack of subject-matter jurisdiction.

Respectfully submitted,

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September 10, 2018

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CERTIFICATE OF COMPLIANCE

This motion complies with the type-volume limitation of Fed. R. App. P. 27(d)(2)(B) because it contains 5,162 words, excluding the parts of the motion exempted by Fed. R. App. P. 27 (d)(2)(B) and 32(f).

The motion also complies with the typeface and type style requirements of Fed. R. App. P. 27(d)(1)(E) because it was prepared using Microsoft Word 14-point Times New Roman.

/s/Jacob S. Siler

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Attorney

Federal Election Commission

CERTIFICATE OF SERVICE

I hereby certify that on this 10th day of September, 2018, I electronically filed the foregoing motion with the Clerk of the Court for the U.S. Court of Appeals for the District of Columbia Circuit by using the appellate CM/ECF system. The participants in the case are registered CM/ECF users and service will be accomplished by the appellate CM/ECF System.

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CERTIFICATE OF PARTIES AND AMICI CURIAE

Pursuant to Circuit Rules 27(a)(4) and 28(a)(1)(A), the Federal Election Commission hereby certifies that the Libertarian National Committee, Inc., was the plaintiff in the district court and has been designated as the appellant in this Court. The Federal Election Commission was the defendant in the district court and has been designated as the appellee in this Court. There were no *amici curiae* in the district court. Although no *amici curiae* have yet filed briefs in this Court, the Federal Election Commission has given its consent for the Goldwater Institute and the Institute for Free Speech to participate as *amici curiae* in support of the appellant.

ORAL ARGUMENT SCHEDULED FOR NOVEMBER 30, 2018

No. 18-5227

UNITED STATES COURT OF APPEALS
FOR THE DISTRICT OF COLUMBIA CIRCUIT

LIBERTARIAN NATIONAL COMMITTEE, INC.,
Plaintiff-Appellant,

v.

FEDERAL ELECTION COMMISSION,
Defendant-Appellee.

On Certification of Constitutional Questions from the
United States District Court for the District of Columbia

**ADDENDUM TO FEDERAL ELECTION COMMISSION'S MOTION
TO DISMISS FOR LACK OF SUBJECT-MATTER JURISDICTION**

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

LIBERTARIAN NATIONAL COMMITTEE,
INC.,

Plaintiff,

v.

FEDERAL ELECTION COMMISSION,

Defendant.

Civil Action No. 16-121 (BAH)

Chief Judge Beryl A. Howell

MEMORANDUM OPINION

The plaintiff, the Libertarian National Committee (“LNC”), was left a testamentary bequest by Joseph Shaber in 2015 in the amount of \$235,575.20 but was allegedly unable to accept the bequest in full due to restrictions imposed by the Federal Election Commission Act (“FECA”), *see* 52 U.S.C. §§ 30116 and 30125. The LNC challenges certain aspects of the statutory scheme as unconstitutional and seeks certification of the constitutional issues it raises to the D.C. Circuit *en banc*, pursuant to 52 U.S.C. § 30110.¹ The defendant, the Federal Election Commission (“FEC”), has moved to dismiss pursuant to Federal Rule of Civil Procedure 12(b)(1) on the ground that LNC lacks standing to bring this suit. This potential Article III issue must be addressed before certifying any question to the D.C. Circuit under § 30110. *See Holmes*, 823 F.3d at 70 (“If the requirements of Article III of the Constitution are satisfied, the district court must ‘immediately’ ‘certify all questions of constitutionality of this Act to the United

¹ Pursuant to 52 U.S.C. § 30110, “the national committee of any political party” may bring an action “in the appropriate district court” challenging the constitutionality of a FECA provision. Section 30110 further provides that the district court “immediately shall certify” any non-frivolous constitutional challenge to FECA to the court of appeals *en banc*. *Id.*; *see also Holmes v. FEC*, 823 F.3d 69, 71 (D.C. Cir. 2016) (“[D]istrict courts do not certify ‘frivolous’ constitutional questions to the *en banc* court of appeals.” (quoting *Cal. Med. Ass’n v. FEC*, 453 U.S. 182, 192 n.4 (1981))).

States court of appeals for the circuit involved . . . sitting *en banc*.’”); *see also Republican Party of La. v. FEC*, 146 F. Supp. 3d 1, 8 (D.D.C. 2015) (“This Court may properly dismiss [the plaintiffs’] claims [under analogous Bipartisan Campaign Reform Act] without convening a three-judge panel if [the plaintiffs] lack standing to bring those claims.”); *Holistic Candles & Consumers Ass’n v. FDA*, 664 F.3d 940, 943 (D.C. Cir. 2012) (describing standing as a “threshold jurisdictional question” (quoting *Byrd v. EPA*, 174 F.3d 239, 243 (D.C. Cir. 1999))). For the reasons set out below, the FEC’s motion will be denied.

I. BACKGROUND

The challenged statutory framework is summarized before discussing the particular facts underlying this suit and the LNC’s claims.

A. FECA’s Limits on Contributions to Political Committees

Under FECA, “no person,” including, *inter alia*, a testamentary estate,² “shall make contributions . . . to the political committees established and maintained by a national political party, which are not the authorized political committees of any candidate, in any calendar year which, in the aggregate, exceed \$25,000.” 52 U.S.C. § 30116(a)(1). FECA was amended in 2014 to allow individuals to make additional donations of up to three hundred percent of the annual contribution limit set out in § 30116(a)(1) for each of three specified purposes:

(1) “expenses incurred with respect to a presidential nominating convention;” (2) “expenses incurred with respect to the construction, purchase, renovation, operation, and furnishing of one or more headquarters buildings of the party;” and (3) “expenses incurred with respect to the

² The FEC has interpreted the word “person” as used in § 30116(a)(1) to include an individual’s testamentary estate, *see, e.g.*, Pl.’s Opp’n, Ex. C (“FEC Advisory Op. 2015-05”), ECF No. 12-3. The LNC does not challenge this interpretation of the statute, and, in a recent case involving these same parties, this Court explained that the FEC’s interpretation is entitled to deference under *Chevron, U.S.A., Inc. v. Natural Resources Def. Council, Inc.*, 467 U.S. 837 (1984). *See LNC v. FEC* (“*LNC I*”), 930 F. Supp. 2d 154, 165 (D.D.C. 2013) (“The FEC’s interpretation of the statute to include a testamentary bequest appears reasonable, is not seriously challenged by the LNC in its briefs, and is entitled to deference under *Chevron* . . .”).

preparation for and the conduct of election recounts and contests and other legal proceedings.”

Id. § 30116(a)(9)(A)–(C). Donations accepted for the three enumerated purposes under § 30116(a)(9) must be funneled into a “separate, segregated account” and not comingled with other funds. *Id.*

The contribution limits set forth in § 30116(a)(1) are adjusted for inflation in odd-numbered years such that, at the time this Complaint was filed, the annual limit on a general account contribution was \$33,400, and the annual limit on a segregated account contribution for each of the three segregated accounts was \$100,200. *See id.* § 30116(c). Accordingly, in 2015, the total amount that a party’s political committee could accept from any person, including a testamentary estate, was \$334,000.

B. Bequest to the LNC by Joseph Shaber

The LNC is “the national committee of the Libertarian Party of the United States.” Compl. ¶ 1. Its mission is “to field national [p]residential tickets, to support its state party affiliates in running candidates for public office, and to conduct other political activities in furtherance of a libertarian public policy agenda in the United States.” *Id.* From 1988 to 2011, Mr. Shaber made small, periodic donations to the LNC. *Id.* ¶ 15. “Unbeknown to the LNC, it was made a beneficiary of the Joseph Shaber Revocable Living Trust U/T/D February 11, 2010.” *Id.* ¶ 16. Upon his death on August 23, 2014, Mr. Shaber’s trust became irrevocable, with the LNC’s share amounting to \$235,575.20. *Id.* ¶ 17. No restrictions were placed on how the LNC could utilize the bequest, and the trustee maintains that it is “entirely up to the LNC how it wishes to apply the distribution.” *See* Def.’s Mot. Dismiss at 6–7, ECF No. 9 (quoting Letter from Trustee’s Counsel to FEC (dated June 15, 2015), available online at <http://saos.fec.gov/aodocs/1317218.pdf> (last visited Dec. 27, 2016)).

On February 23, 2015, the trustee distributed \$33,400 of the bequest to the LNC's general account. *Id.* ¶ 19. LNC asserts that it “would [have] accept[ed] and spen[t] the entire amount of the Shaber bequest for its general expressive purposes” but for FECA's contribution limits. *Id.* ¶¶ 18–19. On May 6, 2015, the trustee requested an advisory opinion from the FEC as to whether the remainder of the bequest could be placed in a third-party escrow account for annual disbursements pursuant to § 30116(a)(1). The FEC approved the trustee's request on August 11, 2015. *See generally* FEC Advisory Op. 2015-05. In January 2016, the LNC accepted another \$33,400 of the Shaber bequest from escrow for deposit into the party's general purpose account. Compl. ¶ 20. Thus, as of the filing of the complaint, approximately \$168,775.20 of the bequest remained in escrow. *See* Def.'s Mot. Dismiss at 7; Pl.'s Opp'n Def.'s Mot. Dismiss (“Pl.'s Opp'n”) at 20, ECF No. 12 (referencing \$168,000 in escrow).

C. The LNC's Claims

The LNC's complaint alleges in three counts that application of the § 30116 contribution limits to the Shaber bequest “violates the First Amendment speech and associational rights of the LNC and its supporters,” *id.* ¶ 27 (Count I), and that the segregated accounts scheme, which allows parties to accept larger donations for three specified purposes only, amounts to a content-based restriction on speech, both on its face and as applied to the Shaber bequest *id.* ¶¶ 31, 34 (Counts II and III); *see also* Pl.'s Opp'n at 8 (“[P]rivileging large donations based on their purposes—as if a party would be corrupted by a \$33,401 donation for general purposes, but not a \$312,000 donation for conventions, buildings, and lawyers[—]is an irrational content-based speech restriction.”). The LNC seeks “[a]n order permanently enjoining [the FEC] . . . from enforcing 52 U.S.C. §§ 30116 and 30125, either generally or in relation to the Shaber [b]equest,” in addition to “[d]eclaratory relief consistent with the injunction.” *Id.*, Prayer for Relief ¶¶ 1–2.

II. LEGAL STANDARD

“‘Federal courts are courts of limited jurisdiction,’ possessing ‘only that power authorized by Constitution and statute.’” *Gunn v. Minton*, 133 S. Ct. 1059, 1064 (2013) (quoting *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 377 (1994)). Indeed, federal courts are “‘forbidden . . . from acting beyond our authority,” *NetworkIP, LLC v. FCC*, 548 F.3d 116, 120 (D.C. Cir. 2008), and, therefore, have “‘an affirmative obligation ‘to consider whether the constitutional and statutory authority exist for us to hear each dispute,’” *James Madison Ltd. ex rel. Hecht v. Ludwig*, 82 F.3d 1085, 1092 (D.C. Cir. 1996) (quoting *Herbert v. Nat’l Acad. of Scis.*, 974 F.2d 192, 196 (D.C. Cir. 1992)).

Federal Rule of Civil Procedure 12(b)(1) is the proper vehicle for moving to dismiss a complaint due to lack of subject matter jurisdiction. Absent subject-matter jurisdiction over a case, the court must dismiss it, Fed. R. Civ. P. 12(h)(3); *Arbaugh v. Y & H Corp.*, 546 U.S. 500, 506–07 (2006), and the burden of establishing any jurisdictional facts to support the exercise of the subject matter jurisdiction rests on the plaintiff, *see Hertz Corp. v. Friend*, 559 U.S. 77, 96–97 (2010); *Moms Against Mercury v. FDA*, 483 F.3d 824, 828 (D.C. Cir. 2007). A court “may consider materials outside the pleadings” in determining whether jurisdiction exists. *Jerome Stevens Pharm., Inc. v. FDA*, 402 F.3d 1249, 1253 (D.C. Cir. 2005); *see also Belhas v. Ya’Alon*, 515 F.3d 1279, 1281 (D.C. Cir. 2008) (examining materials outside the pleadings in ruling on a Rule 12(b)(1) motion to dismiss for lack of subject matter jurisdiction).

With regard to standing, Article III of the Constitution restricts the power of federal courts to hear only “Cases” and “Controversies.” U.S. Const. art. III, § 2, cl. 1. “The doctrine of standing gives meaning to these constitutional limits by ‘identify[ing] those disputes which are appropriately resolved through the judicial process.’” *Susan B. Anthony List v. Driehaus*,

134 S. Ct. 2334, 2341 (2014) (alterations in original) (quoting *Lujan v. Defs. of Wildlife*, 504 U.S. 555, 560 (1992)); *Clapper v. Amnesty Int’l USA*, 133 S. Ct. 1138, 1146 (2013) (“One element of the case-or-controversy requirement’ is that plaintiffs ‘must establish that they have standing to sue.’” (quoting *Raines v. Byrd*, 521 U.S. 811, 818 (1997))). As the Supreme Court has explained, “the irreducible constitutional minimum of standing contains three elements.” *Defs. of Wildlife*, 504 U.S. at 560. First, the plaintiff must have suffered an “injury in fact,” *i.e.*, “an invasion of a legally protected interest which is (a) concrete and particularized, and (b) actual or imminent, not conjectural or hypothetical.” *Id.* (citations and internal quotation marks omitted). Second, there must be “a causal connection between the injury and the conduct complained of,” *i.e.*, the injury alleged must be fairly traceable to the challenged action of the defendant. *Id.* Finally, it must be likely that the injury will be redressed by a favorable decision. *Id.* at 561. In analyzing whether a party has standing, the Court “must be ‘careful not to decide the questions on the merits for or against the plaintiff, and must therefore assume that on the merits the plaintiff[] would be successful in [its] claims.’” *In re Navy Chaplaincy*, 534 F.3d 756, 760 (D.C. Cir. 2008) (quoting *City of Waukesha v. EPA*, 320 F.3d 228, 235 (D.C. Cir. 2003)).

III. DISCUSSION

In considering the FEC’s motion to dismiss the LNC’s complaint for lack of standing, a recent case in this Court involving the same parties is instructive since, in that case, the LNC was found to have standing to challenge the predecessor provision to § 30116(a). *See LNC v. FEC* (“*LNC I*”), 930 F. Supp. 2d 154, 163 (D.D.C. 2013) (Wilkins, J.).³ The *LNC I* Court explained that “[t]he LNC satisfies the core elements of Article III’s case-or-controversy requirement,

³ FECA was transferred from Title 2 to Title 52 on September 1, 2014. Thus, *LNC I* refers to 2 U.S.C. § 441a(a)(1), which is currently codified at 52 U.S.C. § 30116(a)(1).

because it alleges an injury connected to the FEC’s conduct—the prevention of obtaining immediate control of the entire . . . bequest—that would be redressed by a favorable decision.”

Id.

The FEC advances two arguments in an apparent effort to show why *LNC I*’s standing analysis does not apply here, but neither argument is persuasive.⁴ First, relying on the 2014 amendment to § 30116, which established the segregated accounts scheme and therefore increased the total amount a person may donate to a political committee in a given year, the FEC asserts that the LNC’s injury is self-inflicted because the LNC *could* accept the full bequest but has chosen not to. Second, and in the alternative, the FEC argues that even if not self-inflicted, the alleged injury, which the FEC construes as a competitive disadvantage vis-à-vis the two major political parties, is not a valid injury in fact under binding precedent, that actors in the political marketplace, not FECA, caused LNC’s claimed competitive disadvantage, and that a favorable decision from this Court is not likely to redress the claimed injury. The FEC’s arguments are addressed *seriatim*.

A. Self-Inflicted Injury

“[S]elf-inflicted harm doesn’t satisfy the basic requirements for standing” since it is neither a “cognizable” injury nor “fairly traceable to the defendant’s challenged conduct.” *Nat’l Family Planning & Reproductive Health Ass’n, Inc. v. Gonzalez*, 468 F.3d 826, 831 (D.C. Cir. 2006); *accord Afifi v. Lynch*, 101 F. Supp. 3d 90, 110 (D.D.C. 2015); *Ellis v. Comm’r of IRS*, 67 F. Supp. 3d 325, 336–37 (D.D.C. 2014), *aff’d sub nom. Ellis v. C.I.R.*, 622 Fed. App’x 2 (D.C. Cir. 2015). According to the FEC, the LNC has *chosen* not to accept the entire Shaber bequest even though it could and, consequently, any injury suffered by the LNC is self-inflicted and

⁴ Notably, while referencing *LNC I* for various propositions, the FEC fails to engage with *LNC I*’s most pertinent holding that the LNC had standing to challenge the contribution limits applicable to testamentary estates.

thereby insufficient to establish standing. Def.’s Mot. Dismiss at 10–14. As support, the FEC points out that § 30116(a) permits the LNC to accept immediately the entire balance of the bequest by funneling funds beyond the general spending account into the special-purpose segregated accounts. *See id.* at 11. Indeed, FECA allows a committee of a national party to accept, in addition to \$33,400 for general spending, \$100,200 for the party’s presidential nominating convention, \$100,200 for work on the party headquarters, and \$100,200 for legal fees, which, when combined, far exceeds the balance in the escrow account. *See id.* (“FECA allows the LNC in 2016 to receive a total of \$334,000 from any one donor.”). Accordingly, the FEC contends that the alleged harm flows from the LNC’s choice not to deposit the funds into segregated accounts.⁵

The FEC’s argument papers over the nuance in the LNC’s claims. The LNC does not argue that the amended statutory scheme allowing a party to accept a contribution as large as \$334,000 prohibits the LNC from accepting the entire Shaber bequest in one lump sum. Rather, the LNC alleges that the harm is due to the restriction on the political committee’s inability to accept the entire bequest for *general expressive purposes* when the bequest became available in 2015. *See* Compl. ¶¶ 18–19; Pl.’s Opp’n at 8 (“LNC’s injury is that it cannot accept money—from Shaber’s bequest *and from other donors*—for spending *as it wishes*.”) (emphasis in

⁵ The FEC’s reliance on *Sykes v. FEC*, 335 F. Supp. 2d 84, 87 (D.D.C. 2004), *see* Def.’s Mot. Dismiss at 10–11; Def.’s Reply at 7, is misplaced. According to the FEC, “[i]n the campaign finance context, any harm allegedly arising from a political actor’s voluntary choice not to accept contributions that FECA allows it to accept is a self-inflicted injury that cannot support standing.” Def.’s Mot. Dismiss at 10. In *Sykes*, the plaintiff, a Green Party candidate for Senate, challenged FECA’s tacit authorization of out-of-state campaign contributions. *Sykes*, 335 F. Supp. 2d at 85. He argued that FECA’s silence as to out-of-state contributions injured his opportunity to compete in the Senate race, *id.* at 88–89, even though he had not actually received any out-of-state contributions, *id.* at 87. This Court held, *inter alia*, that the plaintiff had not established an injury in fact and therefore lacked standing to sue because he had challenged FECA’s “failure to restrict out-of-state contributions” as opposed to “[a] portion[] of FECA which directly restricted his own campaign activity.” *Id.* at 89 (emphasis in original). Here, § 30116 “directly restrict[s]” the LNC’s ability to accept the Shaber bequest. Accordingly, the discussion in *Sykes* about the standard for asserting an injury in fact does not support the FEC’s position.

original). Thus, the fact that the LNC could accept the entire bequest by utilizing its segregated accounts does not eliminate the alleged harm. The precise harm alleged confers a sufficient injury in fact to sustain standing. *See Wagner v. FEC*, 717 F.3d 1007, 1010 n.1 (D.C. Cir. 2013) (“Our constitutional jurisdiction is clear. Because Appellants declare that they would make political contributions but for section 441c [52 U.S.C. § 30119’s predecessor provision], they have Article III standing. Section 441c allegedly deprives them of a legally protected interest (making a political contribution) that an order of this court declaring section 441c unenforceable would remedy.”); *Republican Party of La. v. FEC*, ___ F. Supp. 3d ___, No. 15-cv-1241, 2016 WL 6601420, at *4 (D.D.C. Nov. 7, 2016) (three-judge panel) (“The state party’s inability to use corporate funds in its possession for additional [federal election activity] in which it would like to engage qualifies as a concrete injury.”).

The FEC, however, advances an additional theory as to why the LNC’s injury is self-inflicted. *See* Def.’s Mot. Dismiss at 12. The FEC suggests that “LNC’s public disclosure reports show that it actually spends significant amounts on expenses for which Segregated Account funds may be used” and, therefore, the LNC “could have spent the entire bequest during this election cycle had it chosen to do so.” *Id.* According to the FEC, “the LNC spent in excess of \$940,000 on its Alexandria building headquarters” during the 2014 election cycle, *id.*, and spent \$120,000 on its 2014 national convention, *id.* at 12–13. At the time the FEC moved to dismiss this case, “the LNC has spent approximately \$63,000 on its headquarters” during the 2016 election cycle. *Id.* at 13; *see also* Def.’s Notice Supplemental Jurisdictional Facts at 2, ECF No. 18 (“Since the parties completed briefing, the LNC has filed public disclosure reports with the FEC confirming that it has in fact spent at least as much money on segregated account purposes in 2016 as it would have received from the bequest.”). Based on these spending sums,

the FEC posits that “[i]f the LNC were to accept the remaining \$168,775.20 of the Shaber bequest into its Segregated Accounts and spend it on its convention, building, or legal expenses, that same amount from the LNC’s General Account would become available for other purposes—including advocacy and elections.” *Id.* at 13–14. The FEC thus contends that the LNC’s alleged injury “is not an injury in fact but a mere ‘self-inflicted budgetary choice.’” *Id.* at 14 (quoting *Env’tl. Integrity Project v. McCarthy*, 13-cv-1306, 2015 WL 5730427, at *8 (D.D.C. Sept. 29, 2015)).

The FEC’s argument has some surface-level appeal, but does not stand up to scrutiny. The LNC’s precise injury is that it was not permitted to accept the Shaber bequest in full, when it became available, to spend on federal election activities. *See* Compl. ¶ 18 (“LNC would accept and spend the entire amount of the Shaber bequest for its general expressive purposes, including expression in aid of its federal election efforts.”). Since the bequest became available in 2015, the LNC’s 2014 and 2016 expenditures are of no moment.⁶ Likewise, as the LNC points out, “FECA’s limits apply per annum,” Pl.’s Opp’n at 13, so the LNC’s total spending in a given election cycle is a red herring. What matters is that in 2015, LNC spent no money on a presidential nominating convention, \$72,827.11 on its headquarters, and \$7,260.61 on legal proceedings, totaling \$80,872.72 in segregated purpose spending. Decl. of Robert Kraus, Operations Director, Libertarian National Committee, Inc. ¶¶ 5–7, ECF No. 13. On these undisputed attestations, if the LNC had accepted the entire bequest when it became available by

⁶ The LNC contends that even if the entire bequest has been accepted into segregated accounts, it still would not have freed up the same amount of money for expressive purposes. *See* Pl.’s Resp. Notice of Supplemental Jurisdictional Facts at 2, ECF No. 19 (“Worse still, the FEC’s math doesn’t add up.”). The Court need not resolve this factual dispute given that the LNC’s 2016 expenditures are irrelevant for standing purposes. The Court also need not address the LNC’s argument that “the FEC bars political parties from making strategic withdrawals from testamentary bequest trusts,” Pl.’s Opp’n at 9, and thus would not permit the LNC to accept the bequest into segregated accounts in order to free up funds in the general account for other purposes. Even if the FEC did prohibit this, the dispositive and undisputed allegation here is that the LNC did not spend an amount equivalent to the remaining bequest funds on segregated account purposes in 2015.

taking \$33,400 of the bequest into its general account and the remainder (approximately \$168,000, *see* Def.'s Mot. Dismiss at 7; Pl.'s Opp'n at 20) into segregated purpose accounts, the LNC would have accepted more into its segregated purpose accounts than it spent on its building, presidential nominating convention, and legal expenses in 2015. Due to this overage, accepting the entire bequest would not have freed up the full value of the Shaber bequest for engaging in federal election activities and resulted in the alleged injury in 2015. *See Elrod v. Burns*, 427 U.S. 347, 373 (1976) ("The loss of First Amendment freedoms, for even minimal periods of time, unquestionably constitutes irreparable injury."). The FEC's argument that the LNC's injury was self-inflicted thus fails.

B. Competitive Disadvantage

The FEC argues that "[e]ven if the LNC's choice to forego [sic] immediate acceptance of the Shaber bequest is not to blame for its claimed competitive injury, that alleged injury cannot support the LNC's standing for three independent reasons." Def.'s Mot. Dismiss at 15. First, under *Buckley v. Valeo*, 424 U.S. 1, 48 (1976) and *McConnell v. FEC*, 540 U.S. 93, 227 (2003), "LNC's claim that it is competitively disadvantaged and so must use the Shaber bequest to achieve electoral success fails to allege a valid injury in fact." *See* Def.'s Mot. Dismiss at 15. Second, the LNC's alleged competitive disadvantage is not caused by FECA but by decisions of private actors in the political marketplace. *Id.* at 15–17. Finally, a favorable decision by this Court would not remedy the alleged injury but instead would exacerbate the injury by giving the major parties access to more money. *Id.* at 17–19.

These arguments are predicated on the FEC's characterization of the LNC's alleged injury as stemming from a "competitive disadvantage . . . against its major party rivals." *Id.* at 2. In suggesting that the LNC's alleged injury is a competitive disadvantage, the FEC cherry-picks

certain phrases from the LNC’s complaint referencing the party’s interest in competing with other parties. *See* Def.’s Mot. Dismiss at 8 (citing Compl. ¶¶ 12–14, 26). The Complaint does allege that, “[u]nlike its two major competitors, the Libertarian Party’s national committee is forced to spend the bulk of its resources securing access to the ballot, leaving comparatively little for actual campaigning—an expensive activity in and of itself.” Compl. ¶ 12; *see also id.* ¶ 13 (“[T]he LNC has comparatively less use for funds intended to support national conventions, a headquarters building, or attorney fees.”). Further, the Complaint alleges that “[i]n the absence of the Party Limit’s application to the Shaber bequest, the LNC would substantially improve its ability to advocate and achieve electoral success by taking immediate control over the balance of the Shaber funds.” *Id.* ¶ 26.

The Court agrees with the LNC that “the Commission does not afford the Complaint a fair reading.” Pl.’s Opp’n at 18; *see also id.* at 19 (“The Libertarian Party certainly does *not* argue that the First Amendment requires a level electoral playing field, free of the advantages that speakers may have owing to their resources.” (emphasis in original)). The phrases the FEC relies on are included in the Complaint to explain why the LNC sought to accept the entire bequest into its general purpose account when the bequest became available and why accepting the bequest into the segregated accounts was not an adequate substitute. *See id.* at 19. As noted above, the LNC clearly articulates the injury suffered to be the inability to accept the entire Shaber bequest, when it became available in 2015 to engage in election activities, including various forms of expressive conduct. *See* Compl. ¶¶ 14, 18–19. Accordingly, the FEC’s arguments that the LNC’s alleged injury is not cognizable, not caused by the FEC, and not redressable are premised on a mischaracterization of the alleged injury and therefore fail.⁷

⁷ The LNC suggests that the FEC’s arguments sound more in mootness than standing and then proceeds to argue that the claims asserted here fall within the “capable of repetition, yet evading review” exception to mootness.

IV. CONCLUSION

The LNC has standing to challenge FECA provisions that restricted immediate access to the full amount of a bequest for expressive activities. That the LNC could accept the entire bequest by depositing the funds into segregated accounts does not alter this analysis because the LNC alleges that it wishes to use the funds for expressive activities. Accordingly, the FEC's motion to dismiss is denied. The parties shall submit jointly, within twenty days, a schedule to govern further proceedings in this matter.

Date: January 3, 2017



Digitally signed by Hon. Beryl A. Howell
DN: cn=Hon. Beryl A. Howell, o=Chief
Judge, U.S. District Court for the District of
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Date: 2017.01.03 10:36:43 -0500

BERYL A. HOWELL
Chief Judge

See id. at 14–18 (citing *Honeywell Int'l v. NRC*, 628 F.3d 568, 576 (D.C. Cir. 2010)). The FEC argues in reply that “[b]ecause the LNC lacks standing, its assertion that its claims are capable of repetition yet evading review is beside the point.” Def.’s Reply at 9 n.4. Mootness has been an issue in past litigation between these two parties concerning FECA’s contribution limits. *See generally LNC v. FEC*, No. 13-5088, Order (D.C. Cir. Mar. 26, 2014), ECF No. 1485531 (en banc) (unpublished). In the earlier case, however, the LNC had accepted or was able to accept the entire bequest—into its general account—by the time the case reached the D.C. Circuit. *See FEC’s Suggestion of Mootness at 1, LNC I*, No. 13-5088 (D.C. Cir. Feb. 3, 2014) (“As of January 1, 2014, however, the LNC has either already received, or can immediately accept the entire bequest.”). Here, thousands of dollars remain in escrow, waiting to be distributed into the LNC’s general account. Accordingly, the LNC’s claims are not moot, *see Judicial Watch, Inc. v. Kerry*, No. 16-5015, 2016 WL 7439010, at *2 (D.C. Cir. Dec. 27, 2016) (reversing the district court’s dismissal on mootness grounds because the plaintiff “ha[d] not ‘been given everything [they] asked for’” (quoting *Noble v. Sombrotto*, 525 F.3d 1230, 1241 (D.C. Cir. 2008))), and the Court need not address the LNC’s arguments concerning the capable of repetition yet evading review exception to mootness.

APPENDIX

FINDINGS OF FACT¹⁷

I. The Parties

1. The Plaintiff, Libertarian National Committee, Inc. (“LNC”), is the national committee of the Libertarian Party of the United States. Pet.’s Mot. Cert., Decl. of Nicholas Sarwark, Chair, LNC, Inc. (“Sarwark Decl.”) ¶ 1, ECF No. 24-17; Def.’s Answer & Affirmative Defenses (“Def.’s Answer”) ¶ 1, ECF No. 22.
2. The Defendant, Federal Election Committee (“FEC”), is the federal government agency charged with the administration and enforcement of the Federal Election Campaign Act (“FECA”), 52 U.S.C. § 30101 *et seq.* Pet.’s Complaint (“Compl.”) at 3, ECF No. 1. The FEC has exclusive jurisdiction with respect to the civil enforcement of such provisions. *Id.* §§ 30106(b)(1), 30109. The FEC also has the authority to make rules and regulations necessary to carry out the FECA, *id.* §§ 30107(a)(8), 30111(a)(8), 30111(d), and to issue advisory opinions concerning the application of FECA and prescribed regulations, *id.* §§ 30107(a)(7), 30108.
3. The LNC is a “not-for-profit organization incorporated under the laws of the District of Columbia.” Sarwark Decl. ¶ 1. “The LNC has 15,031 active paid sustaining donors, and 137,451 members, in all 50 states and the District of Columbia.” *Id.* at ¶ 2. “Over half a million registered voters identify with the Libertarian Party in the states in which voters can register as Libertarians.” *Id.*

¹⁷ The Court’s findings of fact are taken from the parties’ proposed findings of fact and responses thereto. *See* Pet.’s Mot. Cert., Ex. A, Pet.’s Facts Submitted for Cert. (“Pet.’s Proposed Facts”), ECF No. 24-3; Def.’s Opp’n, Attach. 2, Def.’s Resps. Pet.’s Proposed Facts, ECF No. 26-2; Def.’s Opp’n, Attach. 3, Def.’s Proposed Findings of Fact (“Def.’s Proposed Facts”), ECF No. 26-3; Pet.’s Reply, Attach. 1, Pet.’s Resps. Def.’s Proposed Facts, ECF No. 27-1. To the extent that objections were lodged to any proposed factual finding, those objections are sustained, denied, or resolved as reflected in the factual findings included in this Appendix.

“[Forty-eight] partisan officeholders and 111 non-partisan officeholders across the country are affiliated with the Libertarian Party.” *Id.*

4. “Founded in 1971, the Libertarian Party has yet to elect a federal office holder, and no current federal office holder is affiliated with the Libertarian Party.”
Libertarian Nat’l Comm., Inc. v. FEC (“LNC I”), 930 F. Supp. 2d 154, 172 (D.D.C. 2013) (Wilkins, J.) (citation omitted).
5. “The LNC’s purpose is to field national Presidential tickets, to support its state party affiliates in running candidates for public office, and to conduct other political activities in furtherance of a libertarian public policy agenda in the United States.” *LNC I*, 930 F. Supp. 2d at 172 (citation omitted); Sarwark Decl. ¶ 3.
6. The LNC “facilitates mutual contacts between contributors and federal candidates,” and “assists candidates in their efforts to win federal office.” Def.’s Opp’n, Ex. 2, Pet.’s Resps. Def.’s First Set Requests for Admissions at 10, ECF No. 26-6.
7. To achieve its political goals, the LNC organizes affiliate parties in all fifty states and runs candidates for public office “with the goal of reducing government control over individuals’ lives.” Def.’s Opp’n, Ex. 6, Dep. of Nicholas Sarwark (“Sarwark Dep.”) at 28:4–10, ECF No. 26-10. The LNC nominates candidates for president and vice president on behalf of the Libertarian Party every four years. *Id.* at 48:2–7, 49:8–11.
8. “Even if a Libertarian Party candidate does not win a federal election, the LNC generally views it as positive if its candidate gets more votes than the margin of

victory between the two major-party candidates and thus affects the outcome of the election.” *LNC I*, 930 F. Supp. 2d. at 173 (citation omitted). That is because such a result might cause a candidate of a major party to listen to the Libertarian Party’s position in the future or reconsider his or her own position, “since the party would have demonstrated that a sizeable percentage of the electorate agrees with the Libertarian Party and wants to see more Libertarian public policies.” *Id.* (internal quotations omitted).

9. In a 2006 letter to prospective donors, the LNC stated that

[o]ne of the most significant achievements of the year was our candidates being identified as the deciding factor in control of the U.S. Senate. This led to positive press coverage in the *Washington Post* and many other news outlets. Our impact in these important elections even led to an article in *The Economist* titled “Libertarians Emerge as a Force.” Clearly, it was a good year for our party.

Id. at (citation omitted).

II. The LNC’s Fundraising and Spending On Segregated Account Expenses

10. In some of its fundraising solicitations, the LNC has told potential contributors that their contributions will only be used for specific expenses. Sarwark Dep. at 13:8–14:6, 40:11–21. Some donors have informed the LNC that they will only give money if they are told what the money will be used for. *Id.* at 21:18–22:3. Such project-based fundraising is often more effective for the LNC than asking for “unearmarked” money. *Id.* at 22:18–23:4.
11. The LNC “earmarks” certain contributions to specify that those contributions are only to be used for particular categories of expenses. *Id.* at 13:20–14:6. Those earmarks include funds for “ballot access.” *Id.* at 14:14–15:19. This may include

litigation over whether the Libertarian candidate will appear on a ballot in a particular election. *See id.* at 15:7–19.

12. The LNC maintains a “Legal Offense Fund” that is used to finance “proactive litigation” on behalf of the LNC. *Id.* at 40:11–14; *see also* Def.’s Opp’n, Ex. 8, LNC Legal Offense Fund Email, ECF No. 26-12. To raise money for this fund, the LNC has sent solicitations to potential contributors asking them specifically to donate to finance proactive litigation. LNC Legal Offense Fund Email at 2. In one such solicitation, LNC Chair Nicholas Sarwark wrote: “I promise you that every dollar we receive from this fundraiser will be spent on legal offense.” *Id.* at 3.
13. The LNC also maintains a segregated account for a “building fund,” which it operates pursuant to 52 U.S.C. § 30116(a)(9)(B). Sarwark Dep. at 14:14–15; Sarwark Decl. ¶ 29.
14. The LNC does not place donations into its segregated purpose building account unless the donors specifically earmark their donations for building purposes. *Id.* “Of course, mortgage payments and payments for other expenses related to the building may be made from LNC’s general account as circumstances warrant.” *Id.*
15. “The Libertarian Party’s headquarters building makes an architectural statement that is consistent with the party’s mission. LNC would not occupy a headquarters building that would make an unsuitable architectural statement.” *Id.* ¶ 30.

16. “The Libertarian Party occasionally places political signs in its headquarters windows, or on the lawn in front of the building, but is prohibited by city ordinance from placing outdoor signage on its building.” *Id.* ¶ 31.
17. News reports indicate that major cities typically bid to host the presidential nominating conventions of the two major legacy parties. *See, e.g.,* Chris Brennan, *Democrats to Convene in Philly in 2016*, PHILADELPHIA INQUIRER (Feb. 13, 2015), http://www.philly.com/philly/news/politics/20150213_Source__Philadelphia_to_host_2016_Democratic_Convention.html; Andrew J. Tobias, *Cleveland Chosen to Host 2016 Republican National Convention*, CLEVELAND PLAIN DEALER (July 8, 2014), https://www.cleveland.com/open/index.ssf/2014/07/cleveland_gop_convention_annou.html.
18. The LNC solicits directly for the building fund. Def.’s Opp’n, Ex. 30, LNC Building Fund Solicitation Letter, ECF No. 26-34. On April 26, 2014, the LNC sent a solicitation to contributors asking for contributions to this fund, which the LNC has also referred to as the David F. Nolan Memorial Headquarters Office Fund. *Id.* at 1. The solicitation explained that “[a]ll funds raised go into a separate account and are dedicated to the Nolan Memorial Headquarters Office, and will be restricted for use toward the associated purchase, furnishing, renovation, and moving expenses.” *Id.* at 3.
19. On April 4, 2013, the LNC sent an email to potential contributors soliciting contributions to its building fund that explained that “every dollar contributed to

the David F. Nolan Memorial Building Fund must, by law, be spent on buying an office or associated expenses – or it must be returned to you, the donor.” Def.’s Opp’n, Ex. 32, LNC Building Fund Email at 2, ECF No. 26-36. The email noted “that means your donation is guaranteed to be used only for the Building Fund.” *Id.* (emphasis in original).

20. The LNC has offered recognition for people who contributed to the building fund at certain levels. Sarwark Dep. at 20:1–11. Specifically, the LNC offered to allow contributors to the building fund to name certain rooms in the LNC’s headquarters or place their name on plaques to be displayed in those rooms. *Id.* at 18:15–19:1.
21. The LNC has accepted money into an account authorized by 52 U.S.C. § 30116(a)(1)(B) and (a)(9) that it could not have accepted prior to the specialized purpose regime’s creation because the donor had already contributed the maximum amount in unrestricted funds. *See, e.g.*, Sarwark Dep. at 12:10–13:1; Pet.’s Proposed Facts.
22. As of December 31, 2016, the LNC accepted a total of \$31,508 in contributions to a segregated account for its headquarters. Def.’s Opp’n, Ex. 1, Decl. of Paul C. Clark II, Federal Election Commission (“Clark Decl.”) ¶ 13 tbl.2, ECF No. 26-5; Pet.’s Mot. Cert., Attach. 22, Decl. of Paul C. Clark II ¶ 13 tbl.2, ECF No. 24-22. One donor, Michael Chastain, donated \$26,410.01 into the LNC’s segregated building fund in 2017. Pet.’s Mot. Cert., Attach. 20, Decl. of Michael Chastain (“Chastain Decl.”) ¶ 4, ECF No. 24-20.

23. The purpose of the LNC's headquarters "is to provide full-time, professional support for the on-going political activities of the [p]arty." Def.'s Opp'n, Ex. 11, LNC Policy Manual at 48, ECF No. 26-15. The activities of the LNC's headquarters include record keeping, member services, development activities, external communications, and political action. *Id.* at 48–49.
24. In 2014, the LNC purchased a building to serve as its headquarters. LNC Building Fund Solicitation Letter at 1. The purchase price was \$825,000. *Id.* at 2.
25. "Among the LNC's goals is to completely pay off the headquarters building as quickly as possible, and in any case prior to the 2024 due date of a balloon payment. [To] that end, the LNC budgets at least \$60,000 in . . . odd-numbered year[s] to pay down the principal, and undertakes fundraising efforts dedicated specifically towards that purpose. Accordingly, LNC expects that it would pay off the mortgage well before 2024. However, the LNC's goals at times exceed its budget, and budget targets are not always met." Sarwark Decl. ¶ 28.
26. The LNC holds a presidential nominating convention once every four years immediately preceding a presidential election. Sarwark Dep. at 48:2–4. The purpose of these conventions is to conduct party business, including hearing reports from various LNC committees regarding changes to the national party bylaws, changes to the national party platform, election of officers and at-large members of the LNC, the election of the judicial committee, and occasional adoption of public policy resolutions. *See id.* at 48:12–49:7. In addition, Libertarian candidates for president and vice president are nominated at presidential nominating conventions. *Id.* at 49:8–11.

27. The LNC engages in fundraising specific to expenses that would be incurred for presidential nominating conventions. *Id.* at 49:12–50:13.
28. “All, or very nearly all, of the Libertarian Party’s expenses for holding its presidential nominating conventions are incurred and paid for in the year in which the convention is held. Occasionally . . . minor expenses related to presidential nominating conventions . . . are pre-paid in the year preceding the presidential nominating conventions. No expenses related to holding presidential nominating conventions are incurred in the two years following a year in which the [LNC] holds a presidential nominating convention.” Sarwark Decl. ¶ 34.
29. During discovery, the LNC provided an expense report for years 2013 through 2016. Def.’s Opp’n, Ex. 7, LNC Account QuickReport, ECF No. 26-11. While the description of costs were not specifically tailored to the exact language of the segregated account provision in FECA, in general, the LNC spent roughly \$467,251.58 on 52 U.S.C. § 30116(a)(9)-sanctioned expenses in 2016. *Id.* at 30.
30. The LNC’s total budget for program expenses and cost of support and revenue, including fundraising, was \$1,406,400 in 2014, Def.’s Opp’n, Ex. 22, LNC 2014 Budget, ECF No. 26-26, \$1,304,246.33 in 2015, Def.’s Opp’n, Ex. 9, LNC 2015 Budget, ECF No. 26-13, and \$2,263,183 in 2016, Def.’s Opp’n, Ex. 10, LNC 2016 Budget, ECF No. 26-14.
31. Between December 16, 2014, and December 31, 2016, national party committees have accepted a total of \$129,997,590 into their specialized purpose accounts. Clark Decl. ¶ 13 tbl.2. The national party committees affiliated with the Democratic Party have accepted a total of \$41,510,551; the national party

committees affiliated with the Republican Party have accepted a total of \$88,455,532; and the LNC has accepted \$31,508. *Id.* No other national committee of any political party reported segregated account contributions as of December 31, 2016. *Id.* ¶ 14.

III. The FECA's Specialized Purpose Regime

32. Potential donors may forego making a contribution to the national committee of a political party, or reduce the amount of their contribution, if the uses of that contribution are restricted. *See* Sarwark Decl. ¶ 10; *see, e.g.*, Pet.'s Mot. Cert., Attach. 19, Decl. of Chris Rufer ("Rufer Decl.") ¶¶ 5–7, ECF No. 24-19; Chastain Decl. ¶¶ 5–7; Pet.'s Mot. Cert., Attach. 21, Decl. of William Redpath ("Redpath Decl.") ¶ 5, ECF No. 24-21.
33. "LNC is unaware of any documentary evidence comparing the corrupting potential of restricted, [specialized-purpose] contributions with the corrupting potential of unrestricted, general purpose contributions." Sarwark Decl. ¶ 11.
34. During discovery in this litigation, the LNC posed the following interrogatory to the FEC: "[P]lease describe in detail all evidence tending to support the proposition that a maximum allowable contribution to one of the separate, segregated accounts provided for in 52 U.S.C. § 30116(a)(9) is less corrupting than a contribution that exceeds the unrestricted, general purpose contribution limits by one dollar." Pet.'s Mot. Cert., Ex. B, Def.'s Objections & Resps. Pet. LNC's First Discovery Requests ("Def.'s First Objections & Resps.") at 15, ECF 24-4. The FEC responded: "The FEC cannot respond to this interrogatory because it rejects the premise that a contribution of any particular dollar value is

‘corrupting’ but that lower values are not ‘corrupting.’ Moreover, the FEC cannot completely answer this interrogatory, as discovery is ongoing. Nevertheless, the FEC is aware of case law, publicly available secondary material, and simple logic which dictates that parties may prefer unrestricted contributions to those that may only be used in connection with particular expenses. The FEC is also aware of LNC’s allegations that ‘the LNC has comparatively less use for funds intended to support national conventions, a headquarters building, or attorney fees’ and therefore ‘needs’ unrestricted funds ‘in order to directly speak to the electorate.’ Compl. ¶ 13. Additional evidence may be uncovered through continuing discovery in this case.” *Id.* at 15–16.¹⁸

35. During discovery in this litigation, the LNC posed the following interrogatory to the FEC: “Please describe the likelihood that an individual’s contribution of \$101,700 to the national committee of a political party, restricted for the purpose of funding a headquarters building, election contests, or a presidential nominating convention, would create the same or greater appearance of corruption as an unrestricted contribution in the amount of \$33,901 by that individual to the same national committee of a political party.” Pet.’s Mot. Cert., Ex. C, Def.’s Objections & Resps. Pet.’s Second Discovery Requests (“Def.’s Second Objections & Resps.”) at 6, ECF 24-5. The FEC responded: “[L]arger contributions [to political parties] are generally more likely to lead to actual or

¹⁸ The LNC proposed to certify only the following fact: “The FEC . . . rejects the premise that a contribution of any particular dollar value is ‘corrupting’ but that lower values are not ‘corrupting.’” Pet.’s Proposed Facts ¶ 30 (citation omitted). The FEC noted that the LNC’s proposed fact excerpted from a longer interrogatory response, and argued that “[t]o the extent this proposed fact is certified . . . the FEC’s full response should in fairness be included. *See* FED. R. EVID. 106.” Def.’s Resps. Pet.’s Proposed Facts at 15.

apparent quid pro quo arrangements and can do so regardless of how the funds are ultimately used, but unrestricted funds contributed to a political party may be used for activities that maximally benefit federal candidates and thus may pose a relatively more acute danger of actual and apparent corruption.” *Id.* at 7.¹⁹

36. During discovery in this litigation, the LNC posed the following interrogatory to the FEC: “Please explain why a maximum allowable contribution to one of the separate, segregated accounts provided for in 52 U.S.C. § 30116(a)(9) may be less corrupting than a contribution that exceeds the unrestricted, general purpose contribution limits by one dollar.” Def.’s First Objections & Resps. at 17. The FEC responded in part: “Although *all* contributions to political parties can create the risk of corruption or its appearance regardless of the way that money is ultimately spent, Congress could have permissibly concluded that contributions to a political party that directly benefit a particular candidate or can be spent directly on a particular election contest pose an especially acute risk warranting a lower dollar limit.” *Id.*²⁰

37. The FEC takes the position that “Congress could have permissibly concluded” that unrestricted donations to a political party pose greater risk than restricted donations, Def.’s First Objections & Resps. at 17, as it believes that “unrestricted

¹⁹ The LNC proposed to certify only the following fact: “[L]arger contributions [to political parties] are generally more likely to lead to actual or apparent *quid pro quo* arrangements and can do so regardless of how the funds are ultimately used” Pet.’s Proposed Facts ¶ 31 (alteration in original) (citation omitted). The FEC objected that the proposed fact “omits the context of the FEC’s interrogatory response,” and argued that “[t]o the extent this proposed fact is certified, the FEC’s full response should in fairness be included. *See* FED. R. EVID. 106.” Def.’s Resps. Pet.’s Proposed Facts at 15–16.

²⁰ The LNC proposed to certify only the following fact: “[A]ll contributions to political parties can create the risk of corruption or its appearance regardless of the way that money is ultimately spent.” Pet.’s Proposed Facts ¶ 32 (emphasis in original) (citation omitted). The FEC objected that the proposed fact “omits the context of the FEC’s interrogatory response,” and argued that “[t]o the extent this proposed fact is certified, the FEC’s full response should in fairness be included. *See* FED. R. EVID. 106.” Def.’s Resps. Pet.’s Proposed Facts at 16.

funds contributed to a political party may be used for activities that maximally benefit federal candidates and thus may pose a relatively more acute danger of actual and apparent corruption,” Def.’s Second Objections & Resps. at 7.

38. “Every dollar received through the separate, segregated accounts provided for in 52 U.S.C. § 30116(a)(9) potentially frees up another dollar in the recipient’s general account for unrestricted spending.” Def.’s First Objections & Resps. at 12; Sarwark Decl. ¶ 12.
39. “[A] political party may in some circumstances value a contribution with use restrictions more highly than a smaller contribution without such restrictions.” Sarwark Decl. ¶ 13; *see also* Def.’s Second Objections & Resps. at 4.
40. During discovery in this litigation, the LNC posed the following interrogatory to the FEC: “Please describe the likelihood that a political party would value a contribution with use restrictions more highly than a smaller contribution without such restrictions.” Def.’s Second Objections & Resps. at 7. The FEC responded in part: “[U]nrestricted funds contributed to a political party may be used for activities that maximally benefit federal candidates and thus will generally be more highly valued. A political party may value a higher contribution with use restrictions in some circumstances, however, such as in the case of a contribution that the party may use to defray expenses for which it knows it must pay and for which it would otherwise have trouble raising funds. The party may value that contribution more than a smaller contribution that comes with no use restrictions but is easier to replicate through other fundraising efforts.”²¹ *Id.* at 8.

²¹ The LNC proposed to certify only the following fact: “A political party may value a higher contribution with use restrictions in some circumstances . . . such as in the case of a contribution that the party may use to defray

41. During discovery in this litigation, the LNC requested that the FEC admit the following: “An individual’s contribution of \$101,700 to the national committee of a political party, even if restricted for the purpose of funding a headquarters building, election contests, or a presidential nominating convention, may create the same or greater appearance of corruption as an unrestricted contribution in the amount of \$33,901 by that individual to the same national committee of a political party.” Def.’s Second Objections & Resps. at 5. The FEC “denie[d] that the requested admission is true as a general matter but admit[ted] that the hypothetical scenario described in the request may occur in some circumstances, for the reasons provided and subject to the general caveats in the response to Request 27.” *Id.* In responding to the LNC’s Request 27, the FEC asserted:

Given the close connection and alignment of interests between national party committees and federal officeholders, larger contributions are generally more likely to lead to actual or apparent *quid pro quo* arrangements and can do so regardless of how the funds are ultimately used. *See, e.g., Republican Party of La. v. FEC*, 219 F. Supp. 3d 86, 97 (2016) (citing *McConnell v. FEC*, 540 U.S. 93, 154-55 (2003)), *aff’d* 137 S. Ct. 2178 (2017). The danger of actual and apparent *quid pro quo* corruption can, however, be relatively more acute when funds are used for activities that provide direct benefits to federal candidates. *Id.* at 96 (citing *McConnell*, 540 U.S. at 166–71). Because unrestricted funds contributed to a political party may be used for activities that maximally benefit federal candidates, including campaign advertisements in coordination with candidate campaigns, political parties will generally value them higher and such contributions pose a relatively more acute danger of *quid pro quo* corruption. Subject to those general caveats, the Commission admits that a political party may in

expenses for which it knows it must pay and for which it would otherwise have trouble raising funds. The party may value that contribution more than a smaller contribution that comes with no use restrictions but is easier to replicate through other fundraising efforts.” Pet.’s Proposed Facts ¶ 39 (alteration in original) (citation omitted). The FEC “object[ed] to this proposed fact to the extent that it omits the full context of the FEC’s interrogatory response,” and argued that “[t]o the extent this proposed fact is certified, the FEC’s full response should in fairness be included. *See* FED. R. EVID. 106.” Def.’s Resps. Pet.’s Proposed Facts at 20.

some circumstances value a contribution with use restrictions more highly than a smaller contribution without such restrictions.”

Def.’s Second Objections & Resps. at 3–4.²²

42. During discovery in this litigation, the LNC requested that the FEC admit the following: “Were a national committee of a political party planning to spend at least \$101,700 from its general account in a given year for any of the purposes for which separate, segregated accounts are provided in 52 U.S.C. § 30116(a)(9), a \$101,700 contribution received in one of the separate, segregated accounts would have the same effect as an unrestricted \$101,700 contribution.” Def.’s Second Objections & Resps. at 5. The FEC “object[ed] to this request for admission as vague and ambiguous insofar as it does not define the ‘effect’ to which the request alludes.” *Id.*
43. During discovery in this litigation, the LNC posed the following interrogatories to the FEC: (1) “Please describe the likelihood that an individual’s contribution of \$101,700 to the national committee of a political party, restricted for the purpose of funding a headquarters building, election contests, or a presidential nominating convention, would create the same or greater appearance of corruption as an unrestricted contribution in the amount of \$33,901 by that individual to the same national committee of a political party,” Def.’s Second Objections & Resps. at 6; and (2) “Please describe the circumstances under which an individual’s

²² The LNC proposed to certify only the following fact: “An individual’s contribution of \$101,700 to the national committee of a political party, even if restricted for the purpose of funding a headquarters building, election contests, or a presidential nominating convention, may create the same or greater appearance of corruption as an unrestricted contribution in the amount of \$33,901 by that individual to the same national committee of a political party.” Pet.’s Proposed Facts ¶ 40. The FEC objected that the proposed fact “omits the full context of the FEC’s [] response,” and argued that “[t]o the extent this proposed fact is certified, the FEC’s full response should in fairness be included. *See* FED. R. EVID. 106.” Def.’s Resps. Pet.’s Proposed Facts at 20.

contribution of \$101,700 to the national committee of a political party, restricted for the purpose of funding a headquarters building, election contests, or a presidential nominating convention, would create the same or greater appearance of corruption as an unrestricted contribution in the amount of \$33,901 by that individual to the same national committee of a political party.” *Id.* at 8. The FEC responded to both interrogatories, in part, “that a particular within-limit contribution to the segregated account of a national committee of a political party could appear as corrupt as or more corrupt than a lower contribution to that committee’s general account that exceeds the general account limit, depending on circumstances such as the identity of the contributor and the receiver, the policy interests of the contributor, the current status of relevant policies, the financial needs and goals of the receiver including as to the types of spending for which segregated account funds might be used and the public knowledge of those matters, the receiver’s relative ability to raise funds for different proposed uses, and whether any relevant policy changes happen close in time to the contribution.” *Id.* at 7, 9.²³

44. No parties, apart from the Libertarian, Democratic, and Republican Parties, have reported any segregated purpose accounts to the FEC. Clark Decl. ¶ 14.
45. Between 2014 and 2016, the Democratic National Committee (“DNC”) reported receiving \$12,255,964 for its segregated convention account, \$3,901,490 for its

²³ The LNC proposed to certify only the following facts: (1) “[A] particular within-limit contribution to the segregated account of a national committee of a political party could appear as corrupt as or more corrupt than a lower contribution to that committee’s general account that exceeds the general account limit,” and (2) “[I]t is . . . possible that a particular contribution below the general account limit may have an appearance of corruption that exceeds that of a higher contribution to a segregated account.” Pet.’s Proposed Facts ¶¶ 42, 43 (alterations in original) (citations omitted). The FEC objected to both proposed facts on the ground that they “omit[] needed context from the cited FEC discovery response.” Def.’s Resps. Pet.’s Proposed Facts at 21,22.

segregated headquarters account, and \$6,764,189 for its segregated recount account. Clark Decl. at 5 tbl.2.

46. Between 2014 and 2016, the Republican National Committee (“RNC”) reported receiving \$23,817,038 for its segregated convention account, \$26,367,459 for its segregated headquarters account, and \$5,992,015 for its segregated recount account. Clark Decl. at 5 tbl.2.

47. Between 2014 and 2016, the DNC’s individual contributions, not including many contributions accepted in the segregated purpose accounts, totaled \$189,112,962.62. *See* DNC Year-End FEC Reports at 3, line 11(a)(iii), http://docquery.fec.gov/cgi-bin/fecimg/?_15951133010+0 (last visited June 28, 2018) (for 2014), http://docquery.fec.gov/cgi-bin/fecimg/?_201601299004933424+0 (last visited June 28, 2018) (for 2015), http://docquery.fec.gov/cgi-bin/fecimg/?_201706019055202873+0 (last visited June 28, 2018) (for 2016).

48. Between 2014 and 2016, the RNC’s individual contributions, not including many contributions accepted in the segregated purpose accounts, *see supra* ¶ 46, totaled \$266,758,900.34. RNC Year-End FEC Reports at 3, line 11(a)(iii), http://docquery.fec.gov/cgi-bin/fecimg/?_15970244221+0 (last visited June 28, 2018) (for 2014), http://docquery.fec.gov/cgi-bin/fecimg/?_201603229011936493+0 (last visited June 28, 2018) (for 2015); http://docquery.fec.gov/cgi-bin/fecimg/?_201701319042260933+0 (last visited June 28, 2018) (for 2016).

49. In 2016, the RNC's individual contributions, not including many contributions accepted in the segregated purpose accounts, *supra* ¶ 46, totaled \$89,643,729.23. 2016 RNC Year-End FEC Report at 3, line 11(a)(iii), http://docquery.fec.gov/cgi-bin/fecimg/?_201701319042260933+0 (last visited June 28, 2018).
50. "Unrestricted funds are more valuable to national party committees and their candidates than funds that may only be used for particular categories of expenses." FEC's Proposed Facts at 9.
51. The RNC and Donald J. Trump for President, Inc., entered a joint fundraising agreement during the 2016 presidential election. *See* Def.'s Opp'n, Ex. 34, Excerpt of Production from Republican National Committee to the Def.'s Subpoena to Produce Documents, ECF No. 26-38. According to that agreement, any donations to the joint fundraising committee that exceeded the maximum that could be donated to Trump's campaign would be allocated first to RNC's general operating account up to the General Party Limit. *Id.* at 8. Only after the contributor reached the General Party Limit would contributions be allocated to RNC's segregated accounts pursuant to the Segregated Account Limit. *Id.*
52. The specialized purpose limit applicable to national party committees' legal expenses allows parties to engage in litigation without having to reduce their general political advocacy. For example, RNC spokeswoman Cassie Smedile recently explained that paying for legal expenses "with funds from a pre-existing legal proceedings account [] [did] not reduce by a dime the resources we can put towards our political work." Def.'s Opp'n, Ex. 35, Matea Gold, *RNC Taps Legal*

Account to Help Pay for Lawyers for President Trump and Son Donald Jr. in Russia Probes, WASH. POST. (Sept. 20, 2017), ECF No. 26-39.

IV. Political Parties and Quid Pro Quo Corruption

53. Because of the close relationship between parties and candidates, contributions to parties can lead to the actuality and appearance of quid pro quo corruption.

National political parties are “inextricably intertwined” with their federal officeholders and candidates, with whom they “enjoy a special relationship and unity of interest.” *McConnell v. FEC*, 540 U.S. 93, 145, 155 (2003) (internal quotation marks and citation omitted), *overruled by Citizens United v. FEC*, 558 U.S. 310 (2010). In fact, “[t]here is no meaningful separation between the national party committees and the public officials who control them.” *Id.* at 155 (citations omitted).

54. “Once elected to legislative office, public officials enter an environment in which political parties-in-government control the resources crucial to subsequent electoral success and legislative power. Political parties organize the legislative caucuses that make committee assignments.” *Id.* at 156 (internal quotation marks and citation omitted). Thus, “officeholders’ reelection prospects are significantly influenced by attitudes of party leadership,” *id.* (citing Krasno & Sorauf Expert Report), and an individual Member’s stature and responsibilities vary dramatically depending on whether his party is in the majority or in the minority.

55. Parties are not like regular political committees. Non-connected committees “do not select slates of candidates for elections,” “determine who will serve on legislative committees, elect congressional leadership, or organize legislative

caucuses,” but these activities count among the parties’ core responsibilities. *Id.* at 188 (“Political parties have influence and power in the Legislature that vastly exceeds that of any interest group. . . . [P]arty affiliation is the primary way . . . voters identify candidates,” and therefore parties have special relationships with those who hold public office.). “A primary goal of all the major political parties is to win elections.” *Cao v. FEC*, 688 F. Supp. 2d 498, 527 (E.D. La.), *aff’d sub nom. In re Cao*, 619 F.3d 410 (5th Cir. 2010); *see also id.* (“The ultimate goal of a political party is to get as many party members as possible into elective office, and in doing so to increase voting and party activity by average party members.” (quoting declaration of former Representative Meehan)).

56. This overriding purpose makes political parties particularly susceptible to contributors who want to create a quid pro quo relationship with an officeholder. As the Supreme Court has explained:

Parties are []necessarily the instruments of some contributors whose object is not to support the party’s message or to elect party candidates across the board, but rather to support a specific candidate for the sake of a position on one narrow issue, or even to support any candidate who will be obliged to the contributors.

FEC v. Colo. Republican Fed. Campaign Comm’n, 533 U.S. 431, 451–52 (2001); *see also id.* at 452 (“[W]hether they like it or not, [parties] act as agents for spending on behalf of those who seek to produce obligated officeholders.”); *id.* at 455 (“In reality, parties . . . function for the benefit of donors whose object is to place candidates under obligation, a fact that parties cannot escape. Indeed, parties’ capacity to concentrate power to elect is the very capacity that apparently

opens them to exploitation as channels for circumventing contribution and coordinated spending limits binding on other political players.”).

57. The national committees of the two major parties—the Democratic Party and the Republican Party—are “both run by, and largely composed of, federal officeholders and candidates.” *McConnell*, 540 U.S. at 155. “The President typically controls his party’s national committee, and once a favorite has emerged for the presidential nomination of the other party, that candidate and his party’s national committee typically work closely together.” *McConnell v. FEC*, 251 F. Supp. 2d 176, 697 (D.D.C. 2003) (Kollar-Kotelly, J.). The leaders of the two major parties are also the parties’ federal candidates, officeholders, and important Congressional leaders. *Id.* at 469 (“[T]he internal structure of parties permits, for example, former U.S. Senator D’Amato, who chaired the [RSCC] from 1995–97, to at the same time serve as chair of the Senate Banking, Housing, and Urban Affairs Committee.”) (alterations in original) (citation omitted).
58. Similarly, LNC officials have run for federal office as Libertarian Party candidates while holding their offices with the LNC. For example, William Redpath is currently an at-large member of the LNC, and he previously served as the LNC’s national chair from July 2006 through May 2010 and as the LNC’s treasurer three times. Redpath Decl. ¶ 1. Redpath ran as a Libertarian Party candidate for United States Senate in 2008 and for United States House of Representatives in 2010 and 2014. *Id.* As national chair, Redpath was the LNC’s “chief executive officer . . . with full authority to direct [the LNC’s] business and

affairs.” *LNC I*, 930 F. Supp. 2d at 178 (citation omitted). The LNC’s rules do not bar its leaders from also running for federal office. *Id.*

59. The public record contains significant evidence of actual and apparent quid pro quos involving contributions to national, state, and local parties. In the 1930s, Congress enacted restrictions on contributions to national political parties in light of the notorious “Democratic campaign book” scandal, in which federal contractors were forced to buy books at hyper-inflated prices from the Democratic party to assure that they would continue to receive government business. 84 CONG. REC. 9598-99 (1939) (statement of Rep. Taylor); *see also Wagner v. FEC*, 793 F.3d 1, 11–12 (D.C. Cir. 2015) (en banc) (“Congressman J. Will Taylor pointed to the coercion of contractors in the celebrated Democratic campaign book scandal as a prime example of political immorality and skullduggery that should not be tolerated. 84 CONG. REC. 9598-99 (1939). Representative Taylor recounted that, at the behest of the Democratic National Committee, party representatives paid visits to government contractors, reminding each one of the business he had received from the Government and explaining that the contractor was expected to buy a number of the party’s souvenir convention books—at \$250 each—in proportion to the amount of Government business he had enjoyed.” (internal quotation marks omitted)).

60. In 1976, Armand Hammer was fined and placed on probation after pleading guilty to making an illegal contribution to President Nixon’s reelection campaign. David Rampe, *Armand Hammer Pardoned by Bush*, N.Y. TIMES (Aug. 15, 1989), <http://www.nytimes.com/1989/08/15/us/armand-hammer-pardoned-by-bush.html>.

Mr. Hammer contributed \$54,000 to the Nixon re-election campaign in the names of others, friends of a subordinate at Occidental Petroleum. *Id.* The subordinate was convicted of concealing the source of the contribution. *Id.* In 1989, Mr. Hammer made contributions exceeding \$100,000 to the Republican Party and another \$100,000 to the Bush-Quayle Inaugural Committee. Marc Lacey, *Political Memo; Resurrecting Ghosts of Pardons Past*, N.Y. TIMES (Mar. 4, 2001), <http://www.nytimes.com/2001/03/04/us/political-memo-resurrecting-ghosts-of-pardons-past.html>. Shortly afterward, on August 14, 1989, President George H.W. Bush pardoned Mr. Hammer for his illegal contribution to President Nixon's reelection campaign. *Id.*; David Hoffman, *Bush Signs Pardon for Armand Hammer*, WASH. POST (Aug. 15, 1989), <https://www.washingtonpost.com/archive/politics/1989/08/15/bush-signs-pardon-for-armand-hammer/b6cb4260-bbb1-40ae-a9d6-7f67ef4a7226/>. In comparing the pardon to President Bill Clinton's later pardon of Marc Rich, Representative Henry Waxman observed that "[t]he appearance of a quid pro quo is just as strong in the Hammer case as in the Rich case, if not stronger, since Mr. Hammer himself gave the contribution." Lacey, *supra*.

61. In 1988, Edwin Cox, Jr. pled guilty to bank fraud by falsifying collateral on an \$80 million loan. *Bank Fraud Guilty Plea*, N.Y. TIMES (June 17, 1988), <http://www.nytimes.com/1988/06/17/business/bank-fraud-guilty-plea.html>. According to CNN's matching of Cox family members with contribution records, from 1980 to 2000 that family contributed approximately \$200,000 to campaigns of President George H.W. Bush, his relatives, and Republican campaign

committees. Kelly Wallace, *Former President Bush Granted Last Minute Pardon to Contributor's Son*, CNN (Mar. 7, 2001, 1:57 PM),

<http://www.cnn.com/2001/ALLPOLITICS/03/07/bush.pardon/>. In addition to contributing to these various campaigns, Cox's father, Texas oilman Edwin L. Cox, Sr., coordinated political support for the pardon. *See id.* On November 24, 1992, former White House chief of staff James Baker wrote to the White House counsel, copying the president, that "[f]ormer Texas Gov. Bill Clements called me and asked me whether or not the president would consider a pardon for Edwin Cox, son of Ed Cox, who is a longtime supporter of the president's." *Id.* On January 18, 1993, two days before leaving the White House, President Bush pardoned Mr. Cox for his bank fraud conviction. *Id.* After the pardon, Edwin Cox, Sr. donated at least \$100,000 to the George Bush Presidential Library. *Id.*; Michael Weiskopf, *A Pardon, a Presidential Library, a Big Donation*, TIME (Mar. 6, 2001), <http://content.time.com/time/nation/article/0,8599,101652,00.html> (noting that Edwin Cox, Sr.'s "name is etched in gold as a 'benefactor,' those whose donations amount to between \$100,000 to \$250,000").

62. In *McConnell*, the record documented that, as one former senator described, "[l]arge soft money contributions in fact distort the legislative process. They affect what gets done and how it gets done. . . . [M]ake no mistake about it—this money affects outcomes." 251 F. Supp. 2d at 496 (quoting Sen. Rudman).

63. As another Senator testified:

It is not unusual for large contributors to seek legislative favors in exchange for their contributions. A good example of that which stands out in my mind because it was so stark and recent occurred on the next to last day of the 1995-96 legislative session. Federal

Express wanted to amend a bill being considered by a Conference Committee This was clearly of benefit to Federal Express, which according to published reports had contributed \$1.4 million in the last 2-year cycle to incumbent Members of Congress and almost \$1 million in soft money to the political parties. I opposed this in the Democratic Caucus, arguing that even if it was good legislation, it should not be approved without holding a hearing, we should not cave in to special interests. One of my senior colleagues got up and said, ‘I’m tired of Paul always talking about special interests; we’ve got to pay attention to who is buttering our bread.’ I will never forget that. This was a clear example of donors getting their way, not on the merits of the legislation, but just because they had been big contributors. I do not think there is any question that this is the reason it passed.

McConnell, 251 F. Supp. 2d at 482 (quoting former Sen. Simon); *see also Colo.*

Republican, 533 U.S. at 451 n.12 (quoting Senator Simon’s statement that “I believe people contribute to party committees on both sides of the aisle for the same reason that Federal Express does, because they want favors. There is an expectation that giving to party committees helps you legislatively.”).

64. In July 1995, the Department of Interior denied an application by three bands of Wisconsin Indian tribes to open a casino in Hudson, Wisconsin. S. REP. NO. 105-167, pt. 1, at 44–45 (1998). Initially, the application was approved by a branch office of the Bureau of Indian Affairs (“BIA”). *Id.* at 44. A wealthy group of neighboring tribes in Minnesota, who operated a competing casino, hired a prominent lobbyist and former DNC treasurer, who spoke personally with President Clinton and officials of the DNC. *Id.* Following their meeting, DNC officials promised to talk to the White House and have them contact Secretary of the Interior Bruce Babbitt. *Id.* at 45. Meanwhile, a career BIA employee had drafted “a 17-page analysis recommending approval of the Hudson application.” *Id.* According to testimony provided to a Senate Committee, Secretary Babbitt

felt pressure from the White House to make a determination quickly on the application and was aware of tribal “political contributions” to the DNC and state Democratic parties. *Id.* (recalling that Secretary Babbitt remarked to the applicant tribes’ attorney, “Do you have any idea how much these Indians, Indians with gaming contracts . . . have given to Democrats? . . . [H]alf a million dollars.”). Ultimately, the application was denied. *Id.* In the four months following the application’s denial, “the opposition tribes contributed \$53,000 to the DNC and the DSCC . . . an additional \$230,000 to the DNC and the DSCC during 1996, and . . . more than \$50,000 in additional money to the Minnesota Democratic Party.” *Id.* “There is strong circumstantial evidence that the Interior Department’s decision to deny the Hudson application was caused in large part by improper political considerations, including the promise of political contributions from opposition tribes.” *Id.*, pt. 2, at 3168; *see also id.* at 3193 (“From all the circumstances, there appears to be a direct relationship between the activities of the Department of the Interior and contributions received by the DNC and DSCC from the opposition tribes.”). Political donations to the DNC and the Minnesota Democratic Party “apparently *succeeded* in purchasing government policy concessions.” *Id.*, pt. 1, at 45 (emphasis in original); *see also McConnell*, 540 U.S. at 164–65, 165 n.61 (discussing the episode in connection with of the governmental interests underlying § 30125(b)).

65. Between 1995 and 1996, Roger Tamraz contributed approximately \$300,000 to the DNC and various state Democratic parties to gain support for an oil-pipeline project in the Caucuses, which was opposed by the National Security Council

(“NSC”) and other executive branch agencies. *See generally* S. REP. NO. 105-167, pt. 2, at 2907–31. NSC staff developed a policy of denying Mr. Tamraz “high-level U.S. Government access” to discuss the pipeline. *Id.* at 2911. To circumvent this policy, Mr. Tamraz met with DNC officials and began contributing to the DNC and state Democratic parties. *See id.* at 2912–13. All told, “by the end of March 1996 Tamraz had made contributions totaling \$100,000 to the Virginia Democratic Party, \$25,000 to the Virginia Legislative Conference, \$20,000 to [Richard] Molpus[’s] campaign [for governor of Mississippi], \$25,000 to the Louisiana Democratic Party, and \$130,000 to the DNC.” *Id.* at 2913–14. In addition, Mr. Tamraz contributed “‘10 [or] 20’ thousand dollars either to Senator [Ted] Kennedy’s campaign or to the Massachusetts Democratic Party.” *Id.* at 2915. DNC officials “went to great lengths in an attempt to provide Tamraz the ‘political leverage’ he sought in his Caspian ventures.” *Id.* at 2913. Their efforts included providing pressure from White House and Department of Energy officials to change the U.S. Government’s position on the pipeline. *See id.* at 2928–30. While Mr. Tamraz was not ultimately successful “in persuading the U.S. Government to support his pipeline,” the Committee Report notes he “succeeded through his political contributions, and apparently the promise of additional donations, in enlisting senior United States officials in his attempt to change the working group’s policy on Caspian energy issues.” *Id.* at 2930. Undeterred by his White House rebuke, Mr. Tamraz also approached officials at the Overseas Private Investment Corporation, an independent U.S. Government agency whose president was Ruth

- Harkin. *Id.* at 2929. Mr. Tamraz contributed “\$35,000 to the Iowa Democratic Party at the request of Ruth Harkin’s husband, Senator Tom Harkin of Iowa.” *Id.*
66. As explained by the D.C. Circuit in *Wagner v. FEC*, there were a “series of quid pro quos” made by the former lobbyist Jack Abramoff and former Representative Bob Ney. 793 F.3d 1, 15 (D.C. Cir. 2015).
67. Abramoff, who pled guilty in 2006 to corruption charges and served time in prison, has written a book about how he and fellow lobbyists made campaign contributions to a range of political committees as part of a strategy to obtain political favors. *See generally* JACK ABRAMOFF, *CAPITOL PUNISHMENT: THE HARD TRUTH ABOUT WASHINGTON CORRUPTION FROM AMERICA’S MOST NOTORIOUS LOBBYIST* (2011).
68. Abramoff’s book describes a 1995 meeting involving former House Majority Whip Tom DeLay and executives from Microsoft. *Id.* at 64–65. The issue being discussed was “software program encryption export.” *Id.* Once “DeLay expressed his general support for their positions and reminded [the executives] that it was likely to be the Republicans who would defend the freedom they required to develop their company,” he made a “soft appeal for political contributions from the company.” *Id.* at 65. When one of the executives “firmly brushed off” the solicitation, DeLay delivered a “stern message”: he told the executives a story about an earlier time when Walmart had suffered by refusing to ““sully their hands”” by making a contribution. *Id.* That refusal backfired a year later when Walmart could not get DeLay to ““sully his hands”” with a request to get a highway ramp near one of their stores. *Id.* Once DeLay related this story,

the “quivering executives” “finally got the joke.” *Id.* “A \$100,000 check was soon delivered to the [National] Republican Congressional Committee, and Microsoft’s relationship with the American right commenced.” *Id.*

69. In 2002, in exchange for former Representative Ney’s commitment to add to the Help America Vote Act (“HAVA”) language to reopen a casino owned by the Tiguas, a Texas Indian tribe that Abramoff represented, Abramoff arranged for lavish contributions to be made by tribal officials to or on Ney’s behalf, including at least \$32,000 in contributions “to Ney’s campaign and political . . . committees.” James V. Grimaldi & Susan Schmidt, *Lawmaker From Ohio Subpoenaed in Abramoff Case*, WASH. POST (Nov. 5, 2005), <http://www.washingtonpost.com/wp-dyn/content/article/2005/11/04/AR2005110401197.html>; FEC Opp’n, Ex. 38, Factual Basis for Plea of Robert W. Ney (“Ney Factual Proffer”) ¶ 10(a)(ii), ECF No. 26-42; *see* FEC Opp’n, Ex. 37, Factual Basis for Plea of Jack A. Abramoff (“Abramoff Factual Proffer”) ¶¶ 20, 22, ECF No. 26-41. On March 20, 2002, Ney agreed to “move forward” with the plan to slip into the HAVA an “abstruse” sentence drafted by Abramoff’s office that “would magically open the doors to the Tigua casino.” ABRAMOFF, *supra*, at 197–198, 205–06; *id.* at 198 (referencing the abstruse sentence: “Public Law 100-89 is amended by striking section 207 (101 Stat. 668, 672)”); *see also* Ney Factual Proffer ¶ 10(a)(ii). Abramoff had the Tiguas make “substantial campaign contributions.” Ney Factual Proffer ¶ 9(d) (admitting receipt of substantial campaign contributions from Abramoff’s clients in exchange for performing official acts). Furthermore, on March 22, 2002, two

days after the agreement, the Tiguas donated another \$30,000 to the National Republic Senatorial Committee (“NRSC”). NRSC Report of Receipts and Disbursements at 871, <http://docquery.fec.gov/cgi-bin/fecimg/?22020272668> (last visited June 28, 2018); *see also* ABRAMOFF, *supra*, at 197 (noting a strategy to prepare for a “backlash” through a strategy of “Tigua contributions to the Republican Party,” which would help “construct a cadre of supporters”). According to Abramoff, Senator Christopher Dodd gave his “assent” in mid-April 2002 to the plan “and a request for a \$50,000 contribution to the Democrats in Dodd’s name.” ABRAMOFF, *supra*, at 206; *see also id.* at 206, 210 (explaining that Abramoff’s associate assured Abramoff that he would cover the requested contribution “from the budget the Tiguas had provided him,” and that neither of them considered that this “‘contribution’ was, in fact, merely a bribe;” according to Abramoff, Senator Dodd reneged when he later got “cold feet”).

70. In his book, Abramoff described his approach to lobbying:

As a lobbyist, I thought it only natural and right that my clients should reward those members who saved them such substantial sums with generous contributions. This quid pro quo became one of the hallmarks of our lobbying efforts. . . . Since the tribes I represented lived and died by what the Congress did to and for them, and since they had comparatively unlimited funds, we were in the position to deliver millions of dollars in legal political contributions, and did.

ABRAMOFF, *supra*, at 90; *see also McConnell*, 251 F. Supp. 2d at 495 (quoting an affidavit of the lobbyist Daniel Murray: “I advise my clients as to which federal office-holders (or candidates) they should contribute and in what amounts, in order to best use the resources they are able to allocate to such efforts to advance their legislative agenda. Such plans also would include soft money contributions

to political parties and interest groups associated with political issues.”); *id.* (“To have true political clout, the giving and raising of campaign money for candidates and political parties is often critically important.” (quoting lobbyist Wright Andrews)).

71. Abramoff also explained:

The regularity with which my staff would return from congressional offices with request for funds, on the heels of our asking for help should have disturbed me, but it didn’t. It was illegal and wrong, but it didn’t register as abnormal in any way. I was so used to hearing senator so-and-so wants \$25,000 for his charity, or representative X wants \$50,000 for the Congressional Campaign Committee, that I would actually double check with my staff when they didn’t request lucre for the legislators. The whole process became so perfunctory it actually seemed natural.

ABRAMOFF, *supra*, at 206.

V. The LNC’s Major Donor Network

72. “Just like the major parties, the LNC offers its donors membership in various major-donor groups that provide ‘certain perks’ and benefits. For example, an LNC donor can become a member of the ‘Chairman’s Circle’ for \$25,000 annually or \$2,500 monthly, and in return, receive ‘[d]irect contact with [the] National Chair, POTUS [President of the United States] nominee, or significant L[ibertarian] P[arty] candidate during [the] campaign season.’ Chairman’s Circle members also receive ‘VIP Seating . . . with [the] National Chair, LNC officer, special guest, or POTUS nominee at [the] National Convention banquet or other events.’ The LNC also offers membership in major-donor groups for annual donors of \$15,000 (‘Select Benefactor’), \$5,000 (‘Beacon of Liberty’), \$2,500 (‘Pioneer of Freedom’), or \$1,500 (‘Lifetime Founder’). In addition to

predetermined benefits, LNC staff has the ‘discretion to create and bestow additional benefits’ upon its major-donor group members.” *LNC I*, 930 F. Supp. 2d at 179–80 (citations omitted); *see also* LNC Policy Manual at 36–38.

73. “The LNC offers a monthly pledge program in which donors can agree to give a recurring monthly contribution to the LNC, and the LNC will automatically charge the donor’s credit card or checking account. The monthly pledges continue indefinitely until the donor decides to end the donations.” *LNC I*, 930 F. Supp. 2d at 180 (citations omitted).
74. “Members of the LNC’s top five major-donor groups are also granted membership in the LNC’s ‘Torch Club,’ which entitles members to attend a special Torch Club event at the LNC’s national convention. The Libertarian Party’s federal candidates can attend this special event so long as they are also Torch Club members, and William Redpath attended the event while serving as the LNC’s national chair and running as a Libertarian Party candidate for federal office.” *LNC I*, 930 F. Supp. 2d at 180 (citations omitted); *see also* LNC Policy Manual at 38.
75. “The LNC offers the benefits of major-donor-group membership as an inducement to hopefully have people increase their contributions. And the inducement has worked, as the groups have been effective in attracting larger donations for the LNC. Donations from the relatively small group of donors who are members of the LNC’s major-donor groups account for a substantial percentage of LNC revenue.” *LNC I*, F. Supp. 2d at 181 (internal quotations and citations omitted).

76. “The LNC could potentially grant someone membership in one of its major-donor groups, such as the Chairman’s Circle, if the person showed the LNC his or her will providing for a bequest large enough to qualify for membership or if the person threatened to revoke such a bequest.” *Id.* at 187 (citation omitted).
77. “If individuals informed the LNC that they intended to leave the LNC a bequest upon death, the LNC would be thankful to them for possibly leaving a gift for the LNC someday, since the LNC needs more money. And the LNC would be grateful to these potential future donors for the possible contributions even though the donors could revoke their bequests before death.” *Id.* (internal quotations omitted and citation omitted).
78. “[I]ndividuals have bequeathed very large amounts of money to non-profit organizations. For example, in 2005, the National Rifle Association received a \$1 million bequest from a member and donor. And in 2003, philanthropist Joan Kroc bequeathed more than \$200 million to National Public Radio, an amount almost double its then-annual budget.” *Id.* at 182 (citations omitted).
79. “Philanthropists recognize that there is potential to raise great sums of money via bequests. For example, in 2009, Bill Gates and Warren Buffet started an effort to convince the 400 wealthiest Americans to pledge ‘at least 50% of their net worth to charity during their lifetimes or at death.’” *Id.* (citation omitted). In 2015, Facebook founder Mark Zuckerberg and his wife committed to giving 99% of their Facebook shares—then valued at more than \$45 billion—to charity during their lives. Vinu Goel & Nick Wingfield, *Mark Zuckerberg Vows to Donate 99% of His Facebook Shares for Charity*, N.Y. TIMES (Dec. 1, 2015),

<https://www.nytimes.com/2015/12/02/technology/mark-zuckerberg-facebook-charity.html>.

80. “Many non-profit organizations have sophisticated planned-giving programs that solicit bequests and other forms of planned giving, such as the National Rifle Association, the Nature Conservancy, the American Civil Liberties Union, and the NAACP Legal Defense Fund. Planned-giving consultants advise groups looking to increase their fundraising on how to more effectively solicit bequests.” *LNC I*, F. Supp. 2d at 182–83 (citations omitted).
81. “Political parties are ‘primarily concerned with electing their candidates’ to office.” *Id.* at 178 (quoting *McConnell*, 251 F. Supp. 2d at 469 (Kollar-Kotelly, J.)). “They have no economic interests apart from this ultimate goal, and thus ‘the money they raise is spent assisting their candidates’ campaigns.”” *Id.* (quoting *McConnell*, 251 F. Supp. 2d at 469–70 (Kollar-Kotelly, J.)). As a former member of Congress explained:

The ultimate goal of a political party such as the Democratic Party is to get as many Party members as possible into elective office, and in doing so to increase voting and Party activity by average Party members. The Party does this by developing principles on public policy matters the Party stands for, and then by finding candidates to run for the various political offices who represent those principles for the Party. When the Party finds its candidates, it tries to raise money to help get like-minded people to participate in the elections, and to try to get the Party’s candidates the resources they need to get their message out to voters.

Id. at 178–79.

82. “Similarly, it is the LNC’s mission to move public policy in a Libertarian direction by . . . nominating candidates for political office that are Libertarian and trying to get them elected. It is the LNC’s goal to have a Libertarian president

and a Libertarian Congress and Libertarians elected to governorships and state general assemblies, state legislatures. As the LNC told a donor in 2003, the LNC is in the business of winning elections and the donor's gift goes towards making that happen." *LNC I*, 530 F. Supp. 2d at 179 (internal quotations and citations omitted).

83. "The LNC spends the bulk of its resources on obtaining access to the ballot for its candidates. Obtaining ballot access is probably the most important thing the [LNC] does, since the LNC's role in this electoral system is to field as many candidates . . . as possible for federal and state and local offices[.]" *Id.* (internal quotations and citations omitted). "Thus, the LNC funds petition drives for the party's federal candidates and works closely with its presidential candidate's campaign on ballot-access issues." *Id.* (citations omitted).
84. "In order to receive financial support from the LNC, Libertarian Party candidates must be certified as Libertarian candidates by the governing board of the party in their state and must not support any Presidential ticket other than the Libertarian Party's presidential ticket. The LNC has the power to take the Libertarian Party nomination away from a presidential ticket that fails to conduct its campaign in accordance with the party's platform." *LNC I*, 930 F. Supp. 2d at 179 (citations omitted); *see also* LNC Policy Manual at 43.
85. "Individuals have bequeathed contributions directly to federal candidates and their authorized political committees." *LNC I*, 930 F. Supp. 2d at 190 (citation omitted). "Such contributions are subject to FECA's limit on contributions to

‘any candidate and his authorized political committees.’” *Id.* (quoting 52 U.S.C. § 30116(a)(1)(A)).

86. For example, the Estate of Louise Welch made a \$2,600 contribution to Yarmuth for Congress in 2013. Clark Decl., Ex. B, FEC Form 3X, ECF No. 24-22. In 2007, the Estate of Shirley Bogs made a \$2,100 contribution to Kucinich for President 2008. Clark Decl. ¶ 15, tbl.6. And in 2006, the Estate of William G. Helis made a \$2,100 contribution to Committee to Re-Elect Bobby Jindal. *Id.*
87. “Before BCRA banned soft-money donations to national party committees in 2002, the committees could accept the full amount of a bequest from an estate so long as the committees designated the amount in excess of FECA’s contribution limit as soft money—that is, funds purportedly to be used for non-federal-election purposes.” *LNC I*, 930 F. Supp. 2d at 183.
88. “As a result, when soft-money donations to national party committees were legal, estates were able to donate the entire amount of a large bequest in one lump sum. For example, in 2002, the Estate of Martha Huges donated \$390,000 from a bequest to the DNC. In 1999, the Estate of Lola Cameron donated \$141,988 from a bequest to the RNC. In 1997, the Estate of Gwendolyn Williams donated \$133,829 from a bequest to the DNC. And in 2002, the Estate of Joan Shepard donated \$80,000 to the RNC.” *Id.* at 183 (citations omitted).

VI. The Specialized Purpose Regime’s Impact on the LNC

89. “The Libertarian Party’s ability to influence elections is in some measure related to its ability to raise and expend money.” Sarwark Decl. ¶ 53. “The LNC needs, and would prefer, to spend its funds in order to directly speak to the electorate

about its ideology and political mission, to support its candidates, and to build its institutional capability, including its ability to regularly qualify for the ballot in various states.” *Id.*

90. “LNC’s ability to solicit donations depends in part on having adequate financial resources on hand.” *Id.* at ¶ 54. “Donors, voters, and prospective political candidates who might be attracted to the party’s ideology are nonetheless dissuaded from supporting the party by its lack of resources.” *Id.*
91. Absent the annual contribution limit, the LNC would utilize donations exceeding such limit for political expression, including improving the party’s access to ballots, promoting awareness of the party and its ideology, and supporting candidates for state and federal office. *Id.* ¶ 56.
92. “The LNC is confident that it could identify and develop additional donors who would give beyond the base annual contribution limit (currently \$33,900), but refrain from doing so because it is illegal to give larger amounts without restriction and they do not perceive sufficient value in donations that carry the government’s purpose restrictions.” *Id.* ¶ 58. “The LNC would also be better able to attract larger testamentary bequests if the donors would know that a larger portion of their bequest would be immediately effective.” *Id.*

VII. Testamentary Contributions

93. “[I]t is possible for a bequest to raise valid anti-corruption concerns,” as the LNC has “concede[d].” *LNC I*, 930 F. Supp. 2d at 166.
94. As a general matter, nothing prevents a living person from informing the beneficiary of a planned bequest about that bequest. FEC’s Proposed Facts at 8.

95. In the past, “associates of a decedent who has left a bequest for a national party committee [have] inform[ed] specific federal officeholders or candidates of the bequest.” *LNC I*, 930 F. Supp. 2d at 188. “In 2009, an attorney representing the co-trustees of a trust holding a bequest of over \$100,000 for the Democratic Party wrote a letter to United States Senator Frank Lautenberg informing him of the bequest.” *Id.* “The attorney stated that his ‘good friend and accountant’ who ‘had interactions with [the Senator] in his role as a director of Holy Name Hospital’ suggested that he alert the Senator to the bequest.” *Id.* at 189 (alteration in original) (citations omitted). “The attorney sent Senator Lautenberg a copy of the trust documents and in doing so highlighted the fact that the bequest was for more than \$100,000.” *Id.*
96. “In April 2009, the LNC learned that it was to receive a \$10,000 bequest from the estate of James Kelleher.” *Id.* “Upon learning of the bequest in an e-mail, the LNC’s then-national chair asked, ‘Whom do we thank?,’ even though Kelleher was deceased.” *Id.* (citations omitted). “According to the LNC, in the case of a bequest it ‘would be reasonable to thank anybody who was helping to [e]ffect the donation’ to the LNC, including ‘[p]ossibly the executor. Possibly the estate administrator or the estate attorney.’” *Id.* (alterations in original) (citations omitted). “As the LNC sees it, ‘[s]omebody is doing something to give \$10,000 to the [LNC], even if a penny is not coming out of their pocket, it is not inappropriate and mighty inexpensive to say thank you.’” *Id.* (alterations in original) (citations omitted). “For the Kelleher bequest, the LNC’s director of

operations directed a colleague to send a thank you note to the executor of the Kelleher estate.” *Id.* (citations omitted).

97. The LNC has been informed by living persons that those persons planned to make large bequests to the LNC. Those persons include Michael Chastain (value of bequest estimated to be between \$500,000 and \$1,000,000) and Dominick Frollini (value of bequest estimated to be between \$25,000 and \$75,000). Chastain Decl. ¶ 8; Def.’s Opp’n, Ex. 12, Frollini LNC Estate Planning Email, ECF No. 26-16.
98. Another living person, William Redpath, has informed the LNC that he would leave a large bequest, with a value estimated at \$1.1 million, to fund a trust charged with furthering ballot access and electoral reform, but that he would prefer to leave an unrestricted contribution if it would not be subject to the current FECA contribution limits. Redpath Decl. ¶¶ 3–5.
99. “If a national party committee discovered that an individual planned to bequeath it a contribution or donation, the national party committee, its candidates, or officeholders could, in exchange, grant that individual political favors.” *LNC I*, 930 F. Supp. 2d at 186. “A bequest may also help friends or family of the deceased in securing meetings with federal officeholders and candidates.” *Id.* at 166.
100. “An individual can revoke a request before death, and . . . this possibility creates an incentive for a national party committee to limit the risk that a planned bequest will be revoked.” *Id.* at 186. “An individual’s revocable promise to bequeath a contribution” in the future “could cause that political party, its candidates, or its office holders to grant political favors to the individual in the hopes of preventing

the individual from revoking his or her promise.” FEC’s Proposed Facts at 7.

Political committees “could feel pressure to . . . ensure that a (potential) donor is happy with the committee’s actions lest [that donor] revoke the bequest.” *LNC I*, 930 F. Supp. 2d at 167.

101. “A living person may alter his or her estate planning documents at any time before death for any reason, including that a candidate, office holder, or political party votes or takes a political position contrary to the person’s wishes.” FEC’s Proposed Facts at 8.

102. Estates have contributed more than \$3.7 million in bequeathed funds to recipients that must file reports with the FEC, according to FEC records dating from 1978 through August 2, 2017. Clark Decl. ¶¶ 1–4. The actual amount of bequeathed funds is likely even higher, because reporting entities are not required to inform the FEC that a particular contribution they received came from a bequest, and if they choose to do so anyway, they are not required to report this information in any standardized manner. *Id.* ¶ 5. For example, the LNC’s disclosures regarding the Shaber bequest at issue in this litigation do not indicate that the contributions are the result of a bequest. *Id.* “As a result, Shaber’s bequest to the LNC is not reflected in the totals described above.” *Id.* Bequests, therefore, are likely underreported to the FEC. *See id.*

103. National political party committees have reported bequeathed contributions that exceeded the General Party Limit. Clark Decl. ¶ 6 & tbl.1. For example, the Democratic Congressional Campaign Committee (“DCCC”) received \$206,955.46 between 2014 and 2016 in bequeathed contributions from Robert

Bohna. *Id.* at tbl.1. The DCCC “accepted \$167,992.06 of the total bequest on December 31, 2014, with \$32,400 of that amount going to the DCCC’s general account, and the remainder going to the type of segregated accounts described in 52 U.S.C. § 30116(a)(9): \$38,392.06 of the contribution went into the DCCC’s building fund, and \$97,200 went to the DCCC’s recount fund.” *Id.* ¶ 7. “In 2015, the DCCC accepted an additional \$32,400 of the bequest into its general fund.” *Id.* “In 2016, the DCCC accepted an additional \$6,563.40 into its general fund.” *Id.*

104. “On January 13, 2017, the [RNC] accepted a total of \$100,000 from the Estate of Richard Peter Belden by accepting \$33,400 into its general account and \$66,600 into its headquarters account.” Clark Decl. ¶ 8.

105. “The [DNC] accepted \$32,400 from the Ronald L. Gabriel Trust in 2013 and again in 2014.” Clark Decl. ¶ 9. “In 2015, DNC accepted \$45,243.96 from the same trust by accepting \$32,400 into its general account and an additional \$12,843.96 into its convention account.” *Id.*

106. The “DNC also accepted \$50,000 from the Sarah Weatherbee Trust on April 4, 2015, with \$33,400 of that amount going to the DNC’s general account and \$16,600 going to its convention account.” *Id.* ¶ 10. “The next year, DNC accepted an additional \$9,723.30 into its convention account.” *Id.*

107. The “LNC accepted \$30,800 from the Estate of Raymond Groves Burrington in 2012 and again 2013. In 2014, the LNC accepted \$15,744.75 from the same estate.” *Id.* ¶ 11.

108. In 2010, the trustee of a trust holding a \$200,000 bequest to the DNC wrote a letter to the then-chair of the DNC stating:

Due to the fact that mid-term elections are upon us, I [am] working to get this [contribution from the decedent's bequest] out to you as quickly as possible. I know it would be important to my friend, Michael Buckley, who we called "Buckley." Of course I cannot speak with him, as he is deceased, but both of us were kindred spirits with regard to our political views and had many, many discussions on politics. As you can see by the fact that he left the [DNC] 25% of his estate, it was a very important thing to him. While I believe he would want you to use the money in the way you think best, it is my heartfelt belief that he would want this year's money going towards defeating Carly Fiorina and Meg Whitman in California. Buckley was a former employee of Hewlett Packard under the reigns of Carly Fiorina and he was not silent with regard to how he felt about her. I think he would be actively campaigning against her and Meg Whitman, if he were alive today.

LNC I, 930 F. Supp. 2d at 188 (alteration in the original) (citation omitted). "The trustee then asked the DNC to let her know if the money would in fact be used to help defeat Fiorina and Whitman, because the decedent's 'friends would be pleased to know.'" *Id.*

VIII. Joseph Shaber's Bequest

109. Between 1988 and 2011, Joseph Shaber made donations to the LNC in amounts ranging from \$10 to \$300. Pet.'s Mot. Cert., Ex. E, Joseph Shaber Gift History, ECF 24-7. The most that Mr. Shaber donated to the LNC at any time during that period was \$300 in March 1997. *Id.* Between June 2011 and November 2012, Shaber donated \$100 per month to the LNC. *Id.* In May 2012, he donated an additional \$100. *Id.*

110. In total, Mr. Shaber made 46 donations totaling \$3,315 to the LNC. *Id.*

111. Mr. Shaber's contributions to the LNC made him eligible to be a life member of the LNC in 2012. Sarwark Dep. at 78:12-18.

112. “On May 20, 2013, LNC sent Joseph Shaber an invitation to attend a VIP reception to be held on July 12, 2013, to raise money for the David F. Nolan Building Fund.” Def.’s Opp’n, Ex. 5, Joint Stipulation ¶ 3, ECF No. 26-9; *see also* Def.’s Opp’n, Ex. 14, LNC Invitation, ECF No. 26-18. This event was held in conjunction with FreedomFest, a large, annual convention for conservatives and libertarians. *See* Sarwark Dep. at 81:11–19; LNC Invitation at 3. The LNC typically participates in FreedomFest by having a table at the event and organizing breakout sessions to attempt to recruit and solicit donors. Sarwark Dep. at 82:1–10. Libertarian candidates frequently attend the event. *Id.* at 82:11–13.
113. Mr. Shaber was included on LNC in-house mailing lists, Def.’s Opp’n, Ex. 3, Pet.’s Resps. Def.’s Interrogatories at 1, ECF No. 26-7, to which the LNC sends communications soliciting contributions, Sarwark Dep. at 17:7–21, 70:14–73:12. Mr. Shaber responded to some of these solicitations with contributions to the LNC. *See* Joseph Shaber Gift History.
114. By April 2012, Mr. Shaber had contributed \$750 to Ron Paul’s campaign in the Republican presidential primary. *See* Def.’s Opp’n, Ex. 21, Shaber Contribution Receipt, ECF No. 26-25. Although Ron Paul was then running for the Republican nomination, he later switched to the Libertarian Party after leaving federal office. *LNC I*, 930 F. Supp. 2d at 173.
115. Without the LNC’s knowledge, the LNC was made a beneficiary of the Joseph Shaber Revocable Trust under a trust dated February 11, 2010. Sarwark Decl. ¶ 35.

116. The size of Mr. Shaber's gift to the LNC was contingent upon a variety of factors, including the value of Mr. Shaber's property and whether he would have grandchildren at the time of his passing. *See* Pet.'s Mot. Cert., Ex. G, Notice of Irrevocable Trust, ECF No. 24-9.
117. Mr. Shaber died on August 23, 2014, rendering the trust irrevocable. *Id.*; Pet.'s Mot. Cert., Ex. F, Escrow Agreement at 1, ECF No. 24-8; Pet.'s Mot. Cert., Ex. H, FEC Advisory Opinion 2015-05, ECF No. 24-10.
118. Mr. Shaber's death prevents him from engaging in political expression, association, or support. Def.'s First Objections & Resps. at 4; Sarwark Decl. ¶ 43.
119. The LNC first had access to money from Shaber's bequest in 2015, and took the maximum \$33,400 allowed for unrestricted purposes, in compliance with the FECA's general purpose limit, in February of that year. Decl. of Robert Kraus, Operations Director, LNC ("Kraus Decl.") ¶¶ 2, 4, ECF No. 12-4; FEC Advisory Opinion 2015-05 at 1–2.
120. By the terms of the trust, the LNC was named as the specific beneficiary of a \$50,000 monetary gift, plus a residual beneficiary of 25% of the remaining trust estate after specific distributions were made. Notice of Irrevocable Trust at 4–5. The LNC was also a contingent beneficiary of an additional 25% of the residue of Mr. Shaber's trust estate, which it would receive if Mr. Shaber died with no grandchildren. *Id.* Mr. Shaber did not have any grandchildren at the time of his death. Def.'s Opp'n, Ex. 29, Email from Michelle Lauer to William Hall at 1, ECF No. 26-33.

121. It was finally determined in September 2015, that The LNC's share of the Shaber trust was \$235,575.20. Escrow Agreement at 1.²⁴
122. The LNC had sent Mr. Shaber a fundraising appeal related directly to its headquarters building. Sarwark Decl. ¶ 36.
123. Mr. Shaber specified that the LNC should take his bequest "outright." Notice of Irrevocable Trust at 5.
124. The FEC is unaware of any condition or limitation attached by Mr. Shaber to his bequest to the LNC. Def.'s First Objections & Resps. at 5.
125. The FEC is unaware at this time of any quid pro quo arrangement related to Mr. Shaber's bequest to the LNC. Def.'s First Objections & Resps. at 3.
126. The Trustee of Shaber's Trust could not impose restrictions on Mr. Shaber's bequest that Mr. Shaber did not himself place. FEC Advisory Opinion 2015-05 at 2.²⁵
127. The LNC would accept and spend the entire amount of the Shaber bequest for its general expressive purposes, including expression in aid of its federal election efforts. Sarwark Decl. ¶ 38.
128. On September 15, 2015, the Trust and the LNC agreed to deposit the remaining \$202,175.20 due to the LNC into an escrow account. Def.'s Opp'n, Ex. 27, Escrow Agreement at 10, ECF No. 26-31. The escrow agent, First International Bank & Trust, has control over the annual distributions to the LNC in amounts

²⁴ Other aspects of the record suggest that the LNC's share of the Shaber trust was \$225,000. *See* FEC Advisory Opinion 2015-05 at 1–2. The parties seem to agree that the LNC's share of the trust was \$235,575.20, however, *see* Def.'s Resps. Pet.'s Proposed Facts at 33, and thus the Court so finds.

²⁵ The FEC Advisory Opinion notes that "[t]he request [for an advisory opinion] states that Ms. Shaber, as trustee, has no power to require that the [LNC] accept its share in a way not required by the Settlor," though does not present this assertion as a fact. FEC Advisory Opinion 2015-05 at 2 (alterations omitted).

equal to the limitations of federal campaign finance law, 52 U.S.C § 30116(a)(1)(B). *Id.* at 1. The Escrow Agreement instructs the Escrow Agent to invest the funds in the escrow account in bank accounts or certificates of deposit, with all interest accruing to the benefit of the national Libertarian Party, and to annually disburse the funds to LP at the maximum allowed permitted by contribution limits. *Id.*; Sarwark Dep. at 93:15-19. The agreement explicitly provides that LP may challenge the legal validity of the contribution limit, and demand payment of the full amount remaining in the account should its challenge succeed. Escrow Agreement at 2.

129. To LNC's knowledge, neither Mr. Shaber nor anyone related to him or acting on his behalf has had any relationship with the LNC, its officers, board members, or candidates, apart from Mr. Shaber's contribution history. Sarwark Decl. ¶ 41.

130. The LNC received a contribution of \$33,400 on behalf of Mr. Shaber from the escrow account on January 29, 2016. Def.'s Opp'n, Ex. 19, 2016 Itemized Receipts, ECF No. 26-23.

131. The LNC has also received its maximum contribution from the Shaber trust for 2017. Def.'s Opp'n, Ex. 18, 2017 Itemized Receipts, ECF No. 26-22.

132. The LNC is prohibited from pledging, assigning, or otherwise obligating the anticipated contributions before they are disbursed. FEC Advisory Opinion 2015-05 at 4 n.5 (citing FEC Advisory Opinion 2004-02).

133. Aside from pursuing its ideological and political mission, the LNC has provided nothing of value to Mr. Shaber, or to anyone else, in exchange for his bequest to the LNC. Sarwark Decl. ¶ 42.

134. Upon learning of the Shaber bequest, the LNC removed Mr. Shaber from the membership rolls. Sarwark Decl. ¶ 44.

IX. Other Potential Donors To The LNC

135. The LNC solicits potential contributors to include the LNC as a beneficiary in donors' estate planning materials. *See* Def.'s Opp'n, Ex. 25, LNC Legacy Libertarians Email, ECF No. 26-29. On March 27, 2017, the LNC sent an email to 140,322 people on its contact list informing them that the party had started a planned giving program for people who want to designate the Libertarian Party as a beneficiary in their will. Pet.'s Resps. Def.'s Interrogatories at 4. The email noted that the "Libertarian Party will honor these generous supporters by listing their names on a permanent plaque at our headquarters." *Id.*

136. In response to this email, Nick Frollini wrote to the LNC to explain that he had designated the LNC as a beneficiary in his will and that he estimated his bequest would be worth "between \$25,000 and \$75,000 at the time of [his] passing." Frollini LNC Estate Planning Email at 1. The LNC's Head of Development, Lauren Daugherty, responded to the email with an invitation to have dinner with the LNC's national chair. *Id.* Frollini did not ultimately attend the dinner. Sarwark Dep. at 68:2-4.

137. "If contribution limits did not apply to bequests, the LNC would increase its outreach about its planned giving program to its members who have a high capacity for giving." Pet.'s Resps. Def.'s Interrogatories at 4. "Planned giving would take a more prominent place in the LNC's donor cultivation via in person meetings, online correspondence, and traditional mail." *Id.*

138. “Among the donations that the LNC would solicit and accept in excess of the base annual contribution limit (currently \$33,900) would be donations from donors who have already given the base annual contribution limit but stand ready to give more for unrestricted purposes if it were legal to do so, including Chris Rufer, Michael Chastain, the Shaber escrow, the forthcoming Clinard escrow, and, at some point, the Redpath and Chastain estates.” Sarwark Decl. ¶ 57.

a. Chris Rufer

139. Chris Rufer is a Libertarian who desires “to maximize the ideals of the Libertarian Party and to see them implemented through political action.” Rufer Decl. ¶ 1.

140. Rufer believes that “the Libertarian Party is the only organization that seeks to directly participate in and control the government, with the aim of steering its functions according to libertarian principles.” *Id.* ¶ 1. Therefore, he “regularly donate[s] money to the [LNC], and to Libertarian candidates.” *Id.* In 2016 alone, Rufer “donated over \$900,000 to directly support the election of the LNC’s candidates.” *Id.*

141. Rufer “trust[s] the LNC to effectively spend funds advancing its mission, which [he] support[s].” *Id.* ¶ 2. He wishes to “maximize LNC’s unrestrained ability to advocate its message, and further [his] participation in the LNC’s mission, by donating as much as [he is] comfortably able to the LNC to be spent freely in the LNC’s judgment.” *Id.* “The government’s contribution limitations are below the amount [Rufer] would freely give the LNC this year, and in future years, to be spent as the LNC sees fit.” *Id.*

142. Rufer says he wishes “to donate money to the [LNC] to advance its mission, not to obtain access to or the gratitude of any candidates or officeholders.” *Id.* ¶ 3.

Rufer has “no expectation of receiving any special access to candidates or officeholders if [he] were to donate over \$33,900 to the [LNC] in any given year, to be spent for a particular purpose or without restriction.” *Id.*

143. Rufer has “donated over \$280,000 directly to the LNC over the years, including the maximum amounts allowed by law for unrestricted purposes this year, and in 2012, 2013, and 2016.” *Id.* ¶ 4.

144. Rufer “understand[s] that the government now allows [him] to donate up to \$339,000 to the LNC per year, but not if the money would be spent as the LNC wishes.” *Id.* ¶ 5. “Any additional money [Rufer] would donate this year beyond the \$33,900 he has already donated would come with government-imposed strings.” *Id.* Accordingly, Rufer is “not giving the LNC any additional money for the year.” *Id.*

145. Rufer does “not want any part of [his] contribution this year restricted to spending on a headquarters building, fees for election contests and other legal proceedings, and presidential nominating conventions.” *Id.* Rufer does “not believe that the LNC has much use for those spending purposes this year, and any money spent for those purposes may not communicate the same messages that the LNC would otherwise communicate with [his] donation.” *Id.*

146. Rufer “would donate funds to the [LNC] in excess of the annual contribution limits for general, non-segregated purposes and the party’s spending for segregated account purposes, this year and . . . in future years, but refrain[s] from

doing so owing to the contribution limits and restrictions imposed by the government.” *Id.* ¶ 6. Rufer understands that he “face[s] a real threat of prosecution if [he] were to violate the federal laws restricting [his] ability to donate money to the [LNC], and [he is] not willing to risk prosecution.” *Id.*

147. “If it is determined that the [LNC] is not subject to the limitation for general, non-segregated purposes, currently \$33,900 per year, such that donations exceeding that amount per year need not be dedicated to the segregated purpose accounts, [Rufer] would expect to donate to the Libertarian National Committee in excess of that amount, this year and in future years.” *Id.* ¶ 7.

b. Michael Chastain

148. Michael Chastain is a Libertarian who “desire[s] to maximize the ideals of the Libertarian Party and see them implemented through political action.” Chastain Decl. ¶ 1.

149. Chastain believes that the “Libertarian Party is the only organization that seeks to directly participate in and control the government, with the aim of steering its functions according to libertarian principles.” *Id.* ¶ 1. Therefore, Chastain “regularly donate[s] money to the [LNC] and to Libertarian candidates.” *Id.*

150. Chastain “trust[s] the LNC to effectively spend funds advancing its mission, which [he] support[s].” *Id.* ¶ 2. He “wish[es] to maximize LNC’s unrestrained ability to advocate its message, and further [his] participation in the LNC’s mission, by donating as much as [he is] comfortably able to the LNC to be spent freely in the LNC’s judgment.” *Id.* “The government’s contribution limitations

are below the amount [Chastain] would freely give the LNC this year, and in future years, to be spent as the LNC sees fit.” *Id.*

151. Chastain “wish[es] to donate money to the [LNC] to advance its mission, not to obtain access to or the gratitude of any candidates or officeholders.” *Id.* ¶ 3.

Chastain has “no expectation of receiving any special access to candidates or officeholders if [he] were to donate over \$33,900 to the [LNC] in any given year, to be spent for a particular purpose or without restriction.” *Id.*

152. “Thus far in 2017, [Chastain has] donated a total of \$60,310.01 to the [LNC].”

Id. ¶ 4. Chastain has “donated the maximum \$33,900 in unrestricted funds, and an additional \$26,410.01 to the building fund.” *Id.*

153. Chastain “understand[s] that the government now allows him to donate up to \$339,000 to the LNC per year, but not if the money would be spent as the LNC wishes.” *Id.* ¶ 5. “Any additional money [Chastain] would donate this year beyond the \$33,900 he has already donated for unrestricted purposes would come with government-imposed strings.” *Id.* Accordingly, Chastain is “not giving the LNC any additional money for the year.” *Id.*

154. Chastain does “not want any additional part of his contribution this year restricted to spending on a headquarters building, fees for election contests and other legal proceedings, and presidential nominating conventions.” *Id.* Chastain does “not believe that the LNC has much use for those spending purposes this year, and any money spent for those purposes may not communicate the same messages that the LNC would otherwise communicate with [his] donation.” *Id.*

155. Chastain “would donate funds to the [LNC] in excess of the annual contribution limits for general, non-segregated purposes and the party’s spending for segregated account purposes, this year and in future years, but refrain[s] from doing so owing to the contribution limits and restrictions imposed by the government.” *Id.* ¶ 6. Chastain “understand[s] that he face[s] a real threat of prosecution if [he] were to violate the federal laws restricting [his] ability to donate money to the [LNC], and [he is] not willing to risk prosecution.” *Id.*

156. “If it is determined that the [LNC] is not subject to the limitation for general, non-segregated purposes, currently \$33,900 per year, such that donations exceeding that amount per year need not be dedicated to the segregated purpose accounts, [Chastain] would donate to the [LNC] in excess of that amount, this year and in future years. *Id.* ¶ 7.

157. Chastain is “in the process of revising [his] estate plan,” and “plan[s] to make the LNC a contingent beneficiary in the amount of \$500,000-\$1,000,000.” *Id.* ¶ 8.

158. Chastain “would not want the government to impose any strings on how the LNC would spend [his] bequest.” *Id.* Chastain “would not want any part of his bequest to LNC restricted to spending on a headquarters building, fees for election contests and other legal proceedings, and presidential nominating conventions.” *Id.* Chastain “would want the LNC to have [his] bequest entirely without restriction.” *Id.*

159. Chastain “would not bequeath money to LNC in an attempt to remain affiliated with the party after [he is] dead.” *Id.* ¶ 9. “The party does not have deceased members.” *Id.*

160. Chastain has “no idea who would be running as a Libertarian Party candidate for any office at the time [his] estate would disburse his assets to the Libertarian Party.” *Id.* ¶ 10. Chastain “cannot predict who will run for office under the Libertarian banner in the future, and [he] hope[s] and expects to live beyond the time through which the party’s candidates, and the likely issues they would espouse, may be currently foreseen.” *Id.*

161. Chastain has “not received any sort of benefit whatsoever for promising to remember the Libertarian Party in [his] will should the contribution limits change.” *Id.* ¶ 11. “The Party does not offer any benefits in exchange for being remembered in an individual’s will, apart from perhaps a simple expression of gratitude.” *Id.*

c. William Redpath

162. William Redpath is “currently an at-large member of the [LNC].” Redpath Decl. ¶ 1. He has “served as the Treasurer of the Libertarian Party three times, and served as the National Chair of the Libertarian Party from July, 2006 through May, 2010.” *Id.* He has also repeatedly “run for public office as a Libertarian.” *Id.*

163. Redpath is a Libertarian who “desire[s] to maximize the ideals of the Libertarian Party and see them implemented through political action.” *Id.* ¶ 2. Redpath believes that “the Libertarian Party is the only organization that seeks to directly participate in and control the government, with the aim of steering its functions according to libertarian principles.” *Id.* “Therefore, [Redpath] regularly

donate[s] money to the [LNC] and to Libertarian candidates.” *Id.* “Apart from [his] time, over the years, [he has] contributed over \$100,000 to the LNC.” *Id.*

164. Redpath’s “last will and testament provides that upon [his] death, 40% of his estate—a portion of his anticipated estate that is currently valued at over \$1.1 million—would fund a trust charged with furthering ballot access and electoral reform to benefit the Libertarian Party.” *Id.* ¶ 3.

165. Redpath “would prefer, however, to leave this seven-figure amount to the LNC as an unrestricted bequest.” *Id.* ¶ 4. Redpath “would want [his] death to give expression to the LNC cause that [he has] so steadfastly endorsed and advocated throughout [his] life, and to assist in the LNC’s expression of its ideals and political program.” *Id.* Redpath “trust[s] the LNC to effectively use [his] bequest for these expressive purposes, and want[s] to maximize the LNC’s expression by seeing that [his] bequest is given to the LNC without restriction.” *Id.*

166. “But for the current contribution limits, which limit the purposes for which the LNC could spend [Redpath’s] bequest, [Redpath] would immediately alter [his] last will and testament to replace the current ballot access and electoral reform trust with an unrestricted donation of that same 40% of [his] estate to the LNC.” *Id.* ¶ 5. Redpath “do[es] not want any part of his bequest restricted to spending on a headquarters building, fees for election contests and other legal proceedings, and presidential nominating conventions, and [he] will not leave a sizable gift to the LNC so long as these strings are attached to the LNC’s ability to access [his] gift.” *Id.* Redpath “do[es] not believe that the LNC has much use for those spending purposes in any given year, and any money spent for those purposes

may not communicate the same messages that the LNC might otherwise communicate with [his] donation.” *Id.*

167.Redpath “would not bequeath money to LNC in an attempt to remain affiliated with the party after he is dead.” *Id.* ¶ 6. “The party does not have deceased members.” *Id.*

168.Redpath has “no idea who would be running as a Libertarian Party candidate for any office at the time his estate would disburse assets to the Libertarian Party.” *Id.* ¶ 7. Redpath “cannot predict who will run for office under the Libertarian banner in the future, and [he] hope[s] and expect[s] to live beyond the time through which the party’s candidates, and the likely issues they would espouse, may be currently foreseen.” *Id.*

169.Redpath has “not received any sort of benefit whatsoever for promising to remember the Libertarian Party in [his] will should the contribution limits change.” *Id.* ¶ 8. “The Party does not offer any benefits in exchange for being remembered in an individual’s will, apart from perhaps a simple expression of gratitude.” *Id.*

d. Frank Welch Clinard, Jr.

170. “LNC has been left a testamentary bequest by one Frank Welch Clinard, Jr. The bequest does not specify any use restriction. Sarwark Decl. ¶ 45; *see also* Pet.’s Mot. Cert., Ex. L, Last Will and Testament of Frank Welch Clinard, Jr. at 3–4, ECF No. 24-14.

171.Between 1988 and 2008, Clinard had sporadically donated to the LNC, in small amounts that totaled \$1,625.30 throughout the time period. *See* Pet.’s Mot. Cert.,

Ex. M, Donor Clinard Gift History, ECF No. 24-15. Only three times did his donations meet or exceed \$100, with the highest donation amounting to \$159.

*See id.*²⁶

172. “To LNC’s knowledge, neither Clinard nor anyone related to him or acting on his behalf has had any relationship with the LNC, its officers, board members, or candidates, apart from Clinard’s contribution history.” Sarwark Decl. ¶ 47.

173. Clinard’s bequest to LNC totals \$111,863.52. Pet.’s Mot. Cert., Ex. N, Estate of Frank W. Clinard, Jr. at 12, ECF No. 24-16.

174. “LNC would accept and spend the entire amount of the Clinard bequest for its general expressive purposes, including expression in aid of its federal election efforts.” Sarwark Decl. ¶ 48.

175. “LNC is in the process of establishing an escrow account so that it may receive the entirety of Clinard’s bequest for general expressive purposes, without restriction.” *Id.* ¶ 49.

176. “Aside from pursuing its ideological and political mission, LNC has provided nothing of value to Frank Clinard, or to anyone else, in exchange for his bequest to the LNC.” *Id.* ¶ 50.

177. “Frank Clinard’s death prevents him from engaging in political expression, association, or support.” *Id.* ¶ 51.

178. “The LNC has removed Frank Clinard from its membership rolls on account of his death.” *Id.* ¶ 52.

²⁶ The Sarwark Declaration asserts that Clinard donated \$1,625.30 to the petitioner between 1996 (rather than 1988) and 2008. Sarwark Decl. ¶ 46. This appears to be a typographical error, which the parties inadvertently repeat, *see* Def.’s Resps. Pet.’s Proposed Facts at 49, as Exhibit M to the petitioner’s memorandum shows that Clinard donated \$1,625.30 to the petitioner between 1988 and 2008. *See* Donor Clinard Gift History.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

| | | |
|---------------------------------------|---|-----------|
| LIBERTARIAN NATIONAL COMMITTEE, INC., |) | Case No. |
| 1444 Duke Street |) | |
| Alexandria, VA 22314 |) | COMPLAINT |
| |) | |
| Plaintiff, |) | |
| |) | |
| v. |) | |
| |) | |
| FEDERAL ELECTION COMMISSION, |) | |
| 999 E Street, N.W. |) | |
| Washington, DC 20463 |) | |
| |) | |

COMPLAINT

Plaintiff Libertarian National Committee, Inc., by and through undersigned counsel,
complains of Defendant as follows:

INTRODUCTION

“You can’t take it with you.”

Accordingly, many people leave instructions for the disbursement of their worldly possessions and money upon their passing—instructions that our legal system aims to honor. Those instructions, often called a “last will and *testament*,” are inherently expressive, conveying the decedent’s desires to advance particular charitable and ideological goals. Often times, those instructions direct the funding of political parties.

Consistent with this longstanding American tradition, Joseph Shaber bequeathed \$235,575.20, without restrictions, to the Libertarian National Committee. But the LNC cannot access this money, at least not for the purposes that would best help it communicate with voters, elect its candidates, and achieve its political objectives.

Defendant Federal Election Commission applies the federal annual contribution limits to political party committees, 52 U.S.C. §§ 30116, 30125 (“the Party Limit”), against decedents’ bequests, infringing upon the speech rights of both donors and donees. And while the Party Limit is currently \$33,400, that limit only applies where a particular contribution might be used for general communication and party-building. Conversely, the Government would allow the Party to accept as much as \$100,200 per year from Shaber’s bequest provided it was used for each of three Government-approved purposes: a national convention, attorneys, or a headquarters building. *See* 52 U.S.C. § 30116(a)(1)(B) and (a)(9). In other words, the Government imposes a content-based restriction on a national party’s speech: a party can only spend \$33,400 of a donor’s money on general political speech, but nearly ten times that amount on Government-favored purposes.

Applying any contribution limits to Joseph Shaber’s bequest is unconstitutional.

And the content-based restrictions on how the Libertarian Party may use its funds are also unconstitutional, on their face, and as applied against Shaber’s bequest.

THE PARTIES

1. Plaintiff Libertarian National Committee, Inc. (“LNC”) is the national committee of the Libertarian Party of the United States. The LNC is a not-for-profit organization incorporated under the laws of the District of Columbia, which maintains its headquarters in Alexandria, Virginia. The LNC has 12,235 current dues paying members, in all 50 states and the District of Columbia. Approximately 399,302 registered voters identify with the Libertarian Party in the 27 states in which voters can register as Libertarians. Throughout the Nation, 141 officeholders (including holders of non-partisan offices), are affiliated with the Libertarian Party. The LNC’s purpose is to field national Presidential tickets, to support its state party affiliates in running

candidates for public office, and to conduct other political activities in furtherance of a libertarian public policy agenda in the United States.

2. Defendant Federal Election Commission (“FEC”) is the federal government agency charged with administering and enforcing the federal campaign finance laws, including the laws challenged in this action.

JURISDICTION AND VENUE

3. This Court has subject matter jurisdiction over the matter pursuant to 28 U.S.C. §§ 1331 and 2201, and 52 U.S.C. § 30110, pursuant to which the matter should be immediately certified to the United States Court of Appeals for the District of Columbia Circuit for consideration en banc.

4. Venue lies in this Court pursuant to 28 U.S.C. § 1391(e).

STATEMENT OF FACTS

Legislative and Regulatory Background

5. Title 52 U.S.C. § 30116(a)(1) provides, in pertinent part, that “no person shall make contributions— (B) to the political committees established and maintained by a national political party, which are not the authorized political committees of any candidate, in any calendar year which, in the aggregate, exceed \$ 25,000, or, in the case of contributions made to any of the accounts described in paragraph (9), exceed 300 percent of the amount otherwise applicable under this subparagraph with respect to such calendar year.”

6. Title 52 U.S.C. § 30116(a)(9) describes three “separate, segregated account[s]” referenced in 52 U.S.C. § 30116(a), to which individuals may, pursuant to that section, contribute “300 percent of the amount otherwise applicable” under that section. These accounts are:

- (A) an account “which is used solely to defray expenses incurred with respect to a presidential nominating convention (including the payment of deposits) or to repay loans the proceeds of which were used to defray such expenses, or otherwise to restore funds used to defray such expenses, except that the aggregate amount of expenditures the national committee of a political party may make from such account may not exceed \$ 20,000,000 with respect to any single convention;”
- (B) an account “which is used solely to defray expenses incurred with respect to the construction, purchase, renovation, operation, and furnishing of one or more headquarters buildings of the party or to repay loans the proceeds of which were used to defray such expenses, or otherwise to restore funds used to defray such expenses (including expenses for obligations incurred during the 2-year period which ends on the date of the enactment of this paragraph);” and
- (C) an account “which is used to defray expenses incurred with respect to the preparation for and the conduct of election recounts and contests and other legal proceedings.”

7. Pursuant to 52 U.S.C. § 30125, enacted as part of the “Bipartisan Campaign Reform Act of 2002,” no political committee can “solicit, receive or direct to another person a contribution, donation, or transfer of funds or any other thing of value, or spend any funds, that are not subject to the limitations, prohibitions, and reporting requirements” of 52 U.S.C. § 30116(a)(1). The Libertarian Party is not one of the two parties referenced in the “Bipartisan” Act’s title.

8. The FEC has previously taken the litigating position in this Court, which this Court has accepted, that the limitation on the amounts that political committees may “solicit” is not violated if the funds are subject to the Party Limit when they are actually received; *e.g.*, a political

party may solicit bequests in any amount, provided that it does not, in any year, accept funds from said bequests in excess of the Party Limit.

9. Pursuant to 52 U.S.C. § 30116(c), the contribution limits set forth in 52 U.S.C. § 30116(a)(1) are indexed for inflation. The current annual limit on contributions to political parties is \$33,400.00.

10. Although the term “person,” as used in 52 U.S.C. § 30116(a)(1), is not specifically defined to include an individual’s testamentary estate, Defendant FEC has determined that the definition should be so extended. *See, e.g.* FEC Advisory Opinions 2015-05, 2004-02, 1999-14.

11. Accordingly, the national committees of political parties may not receive bequests exceeding the federal contribution limits applicable to living individuals. In the event such bequests are made, defendant FEC does not permit national party committees to receive such bequests into escrow funds over which they exercise control, including control over the direction of the funds’ investment strategies or choice as to the amount of any withdrawals made in any particular year.

The Libertarian National Committee

12. The Libertarian Party may be the largest “third” party in the United States, but it is generally unable to effectively recruit and advocate for its candidates. Founded in 1971, the party has yet to elect a federal office holder. Unlike its two major competitors, the Libertarian Party’s national committee is forced to spend the bulk of its resources securing access to the ballot, leaving comparatively little for actual campaigning—an expensive activity in and of itself. The situation is self-perpetuating, as a party’s ability to solicit donations depends in part on having adequate financial resources on hand. Donors, voters, and prospective political candidates who might be attracted to the party’s ideology are nonetheless dissuaded from supporting the party by its lack of resources.

13. Accordingly, the LNC has comparatively less use for funds intended to support national conventions, a headquarters building, or attorney fees. The LNC's needs in these areas is not commensurate with the needs of the two major political parties whose elected officials were exclusively responsible for enacting the segregated account structure of 52 U.S.C. § 30116(a)(9). The LNC needs, and would prefer, to spend its funds in order to directly speak to the electorate about its ideology and political mission, to support its candidates, and to build its institutional capability, including its ability to regularly qualify for the ballot in various states.

14. But for the Party Limits, the LNC would accept sums in excess of the annual contribution limit, from living donors as well as from testamentary bequests, and spend those funds for its general expressive purposes, including expression in aid of its federal election efforts. LNC would accept and spend such sums in amounts that are otherwise within the limits it could accept and spend for the segregated account purposes of 52 U.S.C. § 30116(a)(9).

The Shaber Bequest

15. Between 1988 and 2011, Joseph Shaber sporadically made small donations to the LNC, in amounts as low as \$10 and rarely exceeding \$50. The most that Mr. Shaber donated to LNC at any time during this period was \$300 in March, 1997. Between June, 2011 and November, 2012, Shaber donated \$100 per month to the LNC, an amount he twice supplemented by \$100 during this period.

16. Unbeknown to the LNC, it was made a beneficiary of the Joseph Shaber Revocable Living Trust U/T/D February 11, 2010 ("the trust").

17. On August 23, 2014, Joseph Shaber passed away, rendering the trust irrevocable. LNC's share of the trust's estate is \$235,575.20.

18. LNC would accept and spend the entire amount of the Shaber bequest for its general expressive purposes, including expression in aid of its federal election efforts.

19. Owing to Defendant FEC's application of federal contribution limits, Plaintiff LNC could not accept this entire bequest at once, as it would use at least some if not all of the money on federal election efforts and for its other desired expressive purposes. Rather, the LNC accepted a single payment of \$33,400 in 2015, and agreed that the remaining \$202,175.20 would be placed in an escrow.

20. The escrow account is established pursuant to an agreement among Alexina Shaber, a trustee of the trust, the LNC, and the escrow agent, First International Bank & Trust of Phoenix, Arizona, attached hereto as Exhibit A. The agreement provides, inter alia, that the escrow agent is to invest the funds in bank accounts or certificates of deposit, and to annually disburse the funds to LNC at the maximum amount permitted by the FEC. The agreement explicitly provides, however, that the LNC may challenge the legal validity of the contribution limit, and demand payment of the full amount remaining in the account should its challenge succeed. LNC has received its 2016 disbursement.

COUNT I
VIOLATION OF U.S. CONST. AMEND. I – RIGHT OF FREE SPEECH
APPLICATION OF CONTRIBUTION LIMITS AGAINST THE SHABER BEQUEST

21. Paragraphs 1 through 20 are incorporated as though fully re-stated herein.

22. A unilateral, revocable promise to donate money to a political party at some indeterminate future time upon one's death does not readily create the appearance or possibility of *quid pro quo* corruption justifying restrictions upon the size of bequests to political parties. Such bequests, by their nature, cannot effectively circumvent contribution limits to political candidates because the donor often has no idea which candidates might benefit from the contribution, no

candidate can predictably rely on receiving the money from a bequest, and neither candidates nor political parties risk offending the donors of bequests once the money is received.

23. Although the Libertarian Party is the nation's third-largest political party in terms of elected officeholders, ballot access, and participation in federal, state, and local elections, the Libertarian Party has never seen one of its candidates elected to federal office. No current federal office holder is affiliated with the Libertarian Party. The Libertarian Party is thus not in any position to deliver political favors in exchange for promises of future bequests.

24. The Supreme Court has previously upheld the Party Limit against a facial challenge, applying a relaxed standard of review on the theory that individuals contributing to political parties are typically engaged in associational, rather than expressive conduct. However, individuals acting in a testamentary capacity are not exercising their associational rights, but their right of free speech in desiring to leave a political legacy, a circumstance that the Supreme Court has not previously considered. Laws restricting the solicitation and acceptance of testamentary contributions must therefore be strictly scrutinized under the First Amendment.

25. Even if the testamentary donation could be viewed as an associational rather than primarily expressive act, the Party Limit's application to testamentary bequests does not "leav[e] persons free to engage in independent political expression, to associate actively through volunteering their services, and to assist to a limited but nonetheless substantial extent in supporting candidates and committees with financial resources." *Buckley v. Valeo*, 424 U.S. 1, 28 (1976) (per curiam).

26. In the absence of the Party Limit's application to the Shaber bequest, the LNC would substantially improve its ability to advocate and achieve electoral success by taking immediate control over the balance of the Shaber funds.

27. Considering the unenforceable nature of promises to make testamentary bequests; the lack of coordination, let alone a quid-pro-quo relationship, between Joseph Shaber or anyone related to him and the Libertarian Party; the Libertarian Party's critical need for funds given its distant third-party status; and the Libertarian Party's inability, owing to its lack of elected federal officeholders, to engage in a quid pro quo donor relationship even if it were inclined to make such arrangements, application of 52 U.S.C. §§ 30116(a)(1)(B) and 30125 to Joseph Shaber's bequest to the LNC violates the First Amendment speech and associational rights of the LNC and its supporters. Such application significantly hampers the LNC in its ability to attract and advocate for its candidates and does not serve any valid governmental interest.

COUNT TWO
VIOLATION OF U.S. CONST. AMEND. I – RIGHT OF FREE SPEECH
CONTENT-BASED RESTRICTIONS OF 52 U.S.C. §§ 30116, 30125

28. Paragraphs 1 through 27 are incorporated as though fully re-stated herein.

29. The Party Limit discriminates against LNC based on the content of LNC's speech. LNC is allowed to accept only \$33,400 per year from individuals if it would use that money for general expressive purposes, but it can accept individual donations in the amount \$100,200 to speak through a convention, to promote itself via the establishment of a headquarters building, and to pay attorneys to speak on its behalf. The LNC could even accept any combination of these \$100,200 donations, in addition to the \$33,400 limit for general expressive purposes.

30. Content-based restrictions on speech are subject to strict scrutiny. Yet there is not even a rational basis to imagine that a \$33,401 donation for general expressive purposes might corrupt the political process, but a \$100,200 donation for a political party's lawyers, a \$100,200 donation for a political party's convention, a \$100,200 donation for a political party's headquarters building, a \$300,600 donation to a political party for all three purposes—or even a \$334,000

donation to a political party for general purposes and the maximum amount for each of the favored purposes—would not be corrupting.

31. Because they favor, on their face, the acceptance of funds based on the content of a political party's speech, 52 U.S.C. §§ 30116(a)(1)(B) and 30125 violate the First Amendment speech and associational rights of the LNC and its supporters.

COUNT THREE
VIOLATION OF U.S. CONST. AMEND. I – RIGHT OF FREE SPEECH
CONTENT-BASED RESTRICTIONS OF 52 U.S.C. §§ 30116, 30125
AS APPLIED TO THE SHABER BEQUEST

32. Paragraphs 1 through 31 are incorporated as though fully re-stated herein.

33. Plaintiff LNC could accept the entire balance of the Shaber bequest immediately if it agreed to spend the bulk of the money on attorney fees, a convention, or a building. Because LNC prefers to spend that money to express itself generally, it can access only a small portion of the Shaber bequest every year.

34. Accordingly, 52 U.S.C. §§ 30116(a)(1)(B) and 30125 violate the First Amendment speech and associational rights of the LNC and its supporters.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Libertarian National Committee, Inc. requests that judgment be entered in its favor and against Defendant as follows:

1. An order permanently enjoining Defendant, its officers, agents, servants, employees, and all persons in active concert or participation with it who receives actual notice of the injunction, from enforcing 52 U.S.C. §§ 30116 and 30125, either generally or in relation to the Shaber Bequest;

2. Declaratory relief consistent with the injunction;

3. Costs and attorneys' fees pursuant to any applicable statute or authority; and
4. Any other further relief as the Court deems just and appropriate.

Dated: January 25, 2016

Respectfully submitted,

Alan Gura (D.C. Bar No. 453449)
Gura & Possessky, PLLC
916 Prince Street, Suite 107
Alexandria, VA 22314
703.835.9085/Fax 703.997.7665

By: /s/ Alan Gura
Alan Gura

Attorney for Plaintiff

FEDERAL ELECTION COMMISSION

-----X
LIBERTARIAN NATIONAL :
COMMITTEE, INC., :
 :
 Plaintiff, :
 :
 v. :
 :
 FEDERAL ELECTION COMMISSION, :
 :
 Defendant. :
-----X

Washington, D.C.

Tuesday, July 25, 2017

Deposition of

NICHOLAS J. SARWARK

a Plaintiff, called for examination by counsel for
Defendant, pursuant to notice and agreement of
counsel, beginning at approximately at 10:00 a.m.,
at the offices of Federal Election Commission,
Office of General Counsel, 999 E Street, NW,
Washington, D.C., before Sean Young of Anderson
Court Reporting, notary public in and for the
District of Columbia, when were present on behalf
of the parties:

1 APPEARANCES:

2 On behalf of Plaintiff:

3 ALAN GURA, ESQUIRE
4 Gura & Possessky, PLLC
5 916 Prince Street, Suite 107
6 Alexandria, Virginia 22314
7 (703) 835-9085

8 On behalf of Defendants:

9 JACOB S. SILER, ESQUIRE
10 HARRY J. SUMMERS, ESQUIRE
11 Federal Election Commission
12 999 E Street, NW.
13 Washington, D.C. 20463
14 (202) 694-1623

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1 subscribers. Additionally, it is archived in a
2 way that people can read it.

3 Q And are there any restrictions on who
4 can post to the list?

5 A Yes, the people that I listed, those
6 recipients are the only ones who are able to post
7 to the list. The LNC members, staff members and
8 our counsel.

9 Q Okay. So, this email appears to be from
10 Tim Hagan. Who is that?

11 A That's our treasurer.

12 Q In his role as treasurer, he has access
13 to LNC's finances?

14 A Yes.

15 Q So, he has knowledge of how much -- his
16 access to knowledge and how much LNC has raised in
17 response to a particular fundraising request.

18 A Yes.

19 Q At the beginning of the email it says,
20 for 2015 we budgeted \$67,300 for building fund
21 revenues. And then it says, we raised on
22 \$22,435.63. Did I read that right?

1 A Yes.

2 Q So, when this document says building
3 fund, is that referring to the building fund you
4 mentioned earlier in your deposition?

5 A Please clarify that question, it is a
6 little vague.

7 Q What do you understand building fund in
8 this email to mean?

9 A In this email, I understand building
10 fund to mean the line on our chart of accounts for
11 spending on the building which is potentially
12 unrelated to whether it monies in the separated
13 segregated accounts established by the agency.

14 Q So, this document reflects that the LNC
15 had a budget in 2015 of \$67,300 for the building
16 fund is that right?

17 A Yes. We had in the proposed budget that
18 was adopted which would have been in the fall of
19 the year before, we had targeted that we would
20 have \$67,300 that we would raise and be applied to
21 the building fund.

22 Q So, this reflects a pretty serious

1 shortfall from that budget is that fair to say?

2 A Sadly, yes.

3 Q Are there -- are you aware of other
4 years in which the LNC failed to raise it budgeted
5 total for building fund expenses?

6 A Maybe although we haven't had the
7 building that long. We just bought it in, we
8 closed on it in early '14.

9 Q Prior to early '14 when you bought the
10 building, did LNC have a building fund?

11 A No. Well, I take that back, strike that.
12 We had been raising money to get to the point
13 where we could buy a building.

14 Q Would that have been referred to as a
15 building fund?

16 A I believe it was referred to as a
17 building fund.

18 Q Did LNC project similar projections, at
19 that time prior to buying the building, about how
20 much it intended to raise towards the building
21 fund?

22 A I don't recall specifically, I'd have to

From: Alan Gura
To: info@andersonreporting.net; [Jacob S. Siler](#)
Subject: Sarwark Deposition -- errata sheet
Date: Monday, August 28, 2017 8:21:03 AM

With respect to the deposition of Nicholas Sarwark on July 25, 2017, we did not receive an errata sheet or signature page for this deposition.

Please note there are a few non-substantive typographical errors:

Page 23, line 20: "there" should be "their"

Page 28, line 1: insert "you" after "would"

Page 39, line 14: insert "about" after "email"

Page 40, line 21: "Allen" should be "Alan"

Page 56, line 5: "request" should be "bequest"

Page 58, line 7: "Prolini" should be "Frollini"

Page 68, line 2: "Fellini" should be "Frollini"

Page 69, line 17: "Tyler" should be "Robert"

Page 84, line 11: "Paul" should be "Hall"

Page 88, line 7: "descanting" should be "dissenting"

Page 88, line 12: "descant" should be "dissent"

Page 92, line 3: "Karen Ann Haloes" should be "Caryn Ann Harlos"

Page 97, line 7: insert "52" after "Title"

Page 100, lines 5 and 6: "Krouse" should be "Kraus"

Page 101, line 1: "Krouse" should be "Kraus"

Thanks,
Alan

| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q |
|----|---|---|---|---|---|--------------------|------------|---|---|----------|---|----------------------------------|---|-----------------------------|---|-----------|
| 1 | Libertarian National Committee, Inc. | | | | | | | | | | | | | | | |
| 2 | Account QuickReport | | | | | | | | | | | | | | | |
| 3 | As of December 31, 2015 | | | | | | | | | | | | | | | |
| 4 | | | | | | Type | Date | | | Num | | Name | | Memo | | Amount |
| 5 | 16 - Prepaid Expenses | | | | | | | | | | | | | | | |
| 6 | 160 - Office Acquisition Deposits/Exp | | | | | | | | | | | | | | | |
| 7 | Total 160 - Office Acquisition Deposits/Exp | | | | | | | | | | | | | | | |
| 8 | 167 - Prepaid Convention | | | | | | | | | | | | | | | |
| 9 | 167-10 - Prepaid Convention General Exp | | | | | | | | | | | | | | | |
| 10 | | | | | | Bill | 12/17/2015 | | | LP0017 | | Luckey, Denise | | Nationbuilder LP Conv Setup | | 340.50 |
| 11 | | | | | | Credit Card Charge | 12/17/2015 | | | | | Nationbuilder, Inc. | | Split Conv Exp and IT | | 0.00 |
| 12 | Total 167-10 - Prepaid Convention General Exp | | | | | | | | | | | | | | | |
| 13 | 167-20 - Prepaid Convention Travel/Other | | | | | | | | | | | | | | | |
| 14 | Total 167-20 - Prepaid Convention Travel/Other | | | | | | | | | | | | | | | |
| 15 | Total 167 - Prepaid Convention | | | | | | | | | | | | | | | |
| 16 | Total 16 - Prepaid Expenses | | | | | | | | | | | | | | | |
| 17 | 17 - Fixed Assets | | | | | | | | | | | | | | | |
| 18 | 178 - Ofc Imprmnt Acq & Capt Expense | | | | | | | | | | | | | | | |
| 19 | | | | | | Bill | 08/03/2015 | | | 283173 | | Fire & Life Safety America, Inc. | | Sprinkler Flow Alarm System | | 2,220.00 |
| 20 | Total 178 - Ofc Imprmnt Acq & Capt Expense | | | | | | | | | | | | | | | |
| 21 | Total 17 - Fixed Assets | | | | | | | | | | | | | | | |
| 22 | 24 - Accrued Expenses | | | | | | | | | | | | | | | |
| 23 | 245 - Accrued Real Estate Tax | | | | | | | | | | | | | | | |
| 24 | | | | | | Bill | 06/01/2015 | | | REDACTED | | City of Alexandria Virginia | | 2015 Property Tax | | 4,421.01 |
| 25 | | | | | | Bill | 11/04/2015 | | | REDACTED | | City of Alexandria Virginia | | 2015 Real Property Tax | | 3,684.15 |
| 26 | Total 245 - Accrued Real Estate Tax | | | | | | | | | | | | | | | |
| 27 | Total 24 - Accrued Expenses | | | | | | | | | | | | | | | |
| 28 | 29 - Loans & Mortgages (Principal) | | | | | | | | | | | | | | | |
| 29 | | | | | | Bill | 01/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Principle | | 829.67 |
| 30 | | | | | | Bill | 02/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Principle | | 829.67 |
| 31 | | | | | | Bill | 03/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Principle | | 1,036.32 |
| 32 | | | | | | Bill | 04/07/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Principle | | 7,500.00 |
| 33 | | | | | | Bill | 04/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Principle | | 844.43 |
| 34 | | | | | | Bill | 05/14/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Principle | | 10,000.00 |
| 35 | | | | | | Bill | 05/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Principle | | 952.20 |
| 36 | | | | | | Bill | 06/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Principle | | 918.83 |
| 37 | | | | | | Bill | 07/16/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Principle | | 5,000.00 |
| 38 | | | | | | Bill | 07/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Principle | | 989.07 |
| 39 | | | | | | Bill | 08/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Principle | | 949.03 |
| 40 | | | | | | Bill | 09/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Principle | | 954.33 |
| 41 | | | | | | Bill | 10/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Principle | | 1,020.97 |
| 42 | | | | | | Bill | 11/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Principle | | 962.59 |
| 43 | | | | | | Bill | 12/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Principle | | 1,028.98 |
| 44 | Total 29 - Loans & Mortgages (Principal) | | | | | | | | | | | | | | | |

| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q |
|----|---------------|-------------------------------|---|---|---|------|------------|---|---|----------------|---|-------------------------------|---|------------------------------------|---|-----------|
| 4 | | | | | | Type | Date | | | Num | | Name | | Memo | | Amount |
| 45 | 31 | General Operating | | | | | | | | | | | | | | |
| 46 | Total 31 | General Operating | | | | | | | | | | | | | | |
| 47 | 7000 | General Fundraising Expense | | | | | | | | | | | | | | |
| 48 | 7085 | Building Fund Fundraising Exp | | | | | | | | | | | | | | |
| 49 | | Credit Card Charge | | | | | 01/22/2015 | | | | | Gallery Leather Company, Inc. | | PNC BF Donor Recognition Book -003 | | 47.95 |
| 50 | | Credit Card Charge | | | | | 01/25/2015 | | | | | PlaqueMaker.com | | BF Donor Recognition Plaques | | 33.46 |
| 51 | | Credit Card Charge | | | | | 08/01/2015 | | | | | Marriott Hotels | | Donor Recognition Benefits | | 0.00 |
| 52 | Total 7085 | Building Fund Fundraising Exp | | | | | | | | | | | | | | 81.41 |
| 53 | Total 7000 | General Fundraising Expense | | | | | | | | | | | | | | 81.41 |
| 54 | 7100 | Project-Related Expenses | | | | | | | | | | | | | | |
| 55 | 7111 | Legal Offense Fund | | | | | | | | | | | | | | |
| 56 | | Bill | | | | | 06/10/2015 | | | LNCvFEC | | Gura, PLLC | | LNCvFEC Legal Expense | | 5,000.00 |
| 57 | | Bill | | | | | 07/27/2015 | | | KRC Engagement | | Chris Wiest AAL PLLC | | Legal Expense | | 100.00 |
| 58 | Total 7111 | Legal Offense Fund | | | | | | | | | | | | | | 5,100.00 |
| 59 | Total 7100 | Project-Related Expenses | | | | | | | | | | | | | | 5,100.00 |
| 60 | 7300 | Program-Related Expenses | | | | | | | | | | | | | | |
| 61 | 7380 | Ballot Access - Other Related | | | | | | | | | | | | | | |
| 62 | 7380-30 | Ballot Access Legal | | | | | | | | | | | | | | |
| 63 | | Bill | | | | | 12/14/2015 | | | LPME-Legal | | Branson Law Office, P.A. | | LPME v. ME SOS Legal Retainer | | 4,000.00 |
| 64 | Total 7380-30 | Ballot Access Legal | | | | | | | | | | | | | | 4,000.00 |
| 65 | Total 7380 | Ballot Access - Other Related | | | | | | | | | | | | | | 4,000.00 |
| 66 | Total 7300 | Program-Related Expenses | | | | | | | | | | | | | | 4,000.00 |
| 67 | 8100 | Admin & Overhead Expense | | | | | | | | | | | | | | |
| 68 | 8170 | Occupancy Expenses | | | | | | | | | | | | | | |
| 69 | 8170-10 | Mortgage Interest Expense | | | | | | | | | | | | | | |
| 70 | | Bill | | | | | 01/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Interest | | 2,070.54 |
| 71 | | Bill | | | | | 02/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Interest | | 2,070.54 |
| 72 | | Bill | | | | | 03/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Interest | | 1,863.89 |
| 73 | | Bill | | | | | 04/07/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Interest | | 0.00 |
| 74 | | Bill | | | | | 04/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Interest | | 2,055.78 |
| 75 | | Bill | | | | | 05/14/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Interest | | 0.00 |
| 76 | | Bill | | | | | 05/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Interest | | 1,948.01 |
| 77 | | Bill | | | | | 06/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Interest | | 1,981.38 |
| 78 | | Bill | | | | | 07/16/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Interest | | 0.00 |
| 79 | | Bill | | | | | 07/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Interest | | 1,911.14 |
| 80 | | Bill | | | | | 08/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Interest | | 1,951.18 |
| 81 | | Bill | | | | | 09/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Interest | | 1,945.88 |
| 82 | | Bill | | | | | 10/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Interest | | 1,879.24 |
| 83 | | Bill | | | | | 11/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Interest | | 1,937.62 |
| 84 | | Bill | | | | | 12/25/2015 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Interest | | 1,871.23 |
| 85 | Total 8170-10 | Mortgage Interest Expense | | | | | | | | | | | | | | 23,486.43 |
| 86 | 8170-20 | Utilities Expense | | | | | | | | | | | | | | |
| 87 | | Bill | | | | | 01/10/2015 | | | REDACTED | | Dominion Virginia Power | | Electric | | 387.04 |
| 88 | | Bill | | | | | 01/22/2015 | | | REDACTED | | Alexandria Renew Ent. | | 12031556-3000189 | | 33.04 |

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|-----|---|---|---|---|---|--|---|------------|---|----------------|---|--------------------------------|---|----------------------------------|---|----------|
| | | | | | | Type | | Date | | Num | | Name | | Memo | | Amount |
| 4 | | | | | | | | | | | | | | | | |
| 89 | | | | | | Bill | | 01/22/2015 | | REDACTED | | Virginia American Water | | Water Bill | | 15.70 |
| 90 | | | | | | Bill | | 02/09/2015 | | REDACTED | | Virginia American Water | | Water Bill | | 15.70 |
| 91 | | | | | | Bill | | 02/11/2015 | | REDACTED | | Dominion Virginia Power | | Electric | | 562.81 |
| 92 | | | | | | Bill | | 02/11/2015 | | REDACTED | | Alexandria Renew Ent. | | REDACTED | | 33.04 |
| 93 | | | | | | Bill | | 03/06/2015 | | REDACTED | | Virginia American Water | | Water Bill | | 15.70 |
| 94 | | | | | | Bill | | 03/09/2015 | | REDACTED | | Dominion Virginia Power | | Electric | | 553.70 |
| 95 | | | | | | Bill | | 03/12/2015 | | REDACTED | | Alexandria Renew Ent. | | REDACTED | | 33.04 |
| 96 | | | | | | Bill | | 04/09/2015 | | REDACTED | | Alexandria Renew Ent. | | REDACTED | | 33.04 |
| 97 | | | | | | Bill | | 04/09/2015 | | REDACTED | | Virginia American Water | | Water Bill | | 15.70 |
| 98 | | | | | | Bill | | 04/09/2015 | | REDACTED | | Dominion Virginia Power | | REDACTED | | 303.34 |
| 99 | | | | | | Bill | | 05/07/2015 | | REDACTED | | Virginia American Water | | Water Bill | | 15.70 |
| 100 | | | | | | Bill | | 05/09/2015 | | REDACTED | | Dominion Virginia Power | | REDACTED | | 205.65 |
| 101 | | | | | | Bill | | 05/13/2015 | | REDACTED | | Alexandria Renew Ent. | | REDACTED | | 33.04 |
| 102 | | | | | | Bill | | 06/03/2015 | | REDACTED | | Dominion Virginia Power | | REDACTED | | 312.72 |
| 103 | | | | | | Bill | | 06/10/2015 | | REDACTED | | Alexandria Renew Ent. | | REDACTED | | 33.04 |
| 104 | | | | | | Bill | | 06/10/2015 | | REDACTED | | Virginia American Water | | Water Bill | | 15.74 |
| 105 | | | | | | Bill | | 07/03/2015 | | REDACTED | | Dominion Virginia Power | | REDACTED | | 329.53 |
| 106 | | | | | | Bill | | 07/13/2015 | | REDACTED | | Alexandria Renew Ent. | | REDACTED | | 33.04 |
| 107 | | | | | | Bill | | 07/13/2015 | | REDACTED | | Virginia American Water | | Water Bill | | 15.74 |
| 108 | | | | | | Bill | | 08/03/2015 | | REDACTED | | Dominion Virginia Power | | REDACTED | | 416.97 |
| 109 | | | | | | Bill | | 08/12/2015 | | REDACTED | | Virginia American Water | | Water Bill | | 17.59 |
| 110 | | | | | | Bill | | 08/17/2015 | | REDACTED | | Alexandria Renew Ent. | | REDACTED | | 40.93 |
| 111 | | | | | | Bill | | 09/03/2015 | | REDACTED | | Dominion Virginia Power | | REDACTED | | 415.77 |
| 112 | | | | | | Bill | | 09/14/2015 | | REDACTED | | Alexandria Renew Ent. | | REDACTED | | 33.04 |
| 113 | | | | | | Bill | | 09/14/2015 | | REDACTED | | Virginia American Water | | Water Bill | | 15.74 |
| 114 | | | | | | Bill | | 10/03/2015 | | REDACTED | | Dominion Virginia Power | | REDACTED | | 365.98 |
| 115 | | | | | | Bill | | 10/07/2015 | | REDACTED | | Virginia American Water | | Water Bill | | 15.74 |
| 116 | | | | | | Bill | | 10/07/2015 | | REDACTED | | Alexandria Renew Ent. | | REDACTED | | 36.35 |
| 117 | | | | | | Bill | | 10/20/2015 | | REDACTED | | Alexandria Renew Ent. | | REDACTED | | 36.35 |
| 118 | | | | | | Bill | | 11/03/2015 | | REDACTED | | Dominion Virginia Power | | REDACTED | | 213.14 |
| 119 | | | | | | Bill | | 11/12/2015 | | REDACTED | | Virginia American Water | | Water Bill | | 15.74 |
| 120 | | | | | | Bill | | 12/03/2015 | | REDACTED | | Dominion Virginia Power | | REDACTED | | 249.43 |
| 121 | | | | | | Bill | | 12/11/2015 | | REDACTED | | Alexandria Renew Ent. | | REDACTED | | 29.99 |
| 122 | | | | | | Bill | | 12/11/2015 | | REDACTED | | Virginia American Water | | Water Bill | | 15.74 |
| 123 | | | | | | Total 8170-20 - Utilities Expense | | | | | | | | | | 4,914.55 |
| 124 | | | | | | 8170-30 - Property Taxes, Fees & Permits | | | | | | | | | | |
| 125 | | | | | | Bill | | 11/04/2015 | | REDACTED | | City of Alexandria Virginia | | Property Tax Map ID 073.02.08.17 | | 736.85 |
| 126 | | | | | | Total 8170-30 - Property Taxes, Fees & Permits | | | | | | | | | | 736.85 |
| 127 | | | | | | 8170-40 - Maintenance, Cleaning & Repairs | | | | | | | | | | |
| 128 | | | | | | Bill | | 01/07/2015 | | IN-0270563 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 129 | | | | | | Bill | | 01/07/2015 | | IN-0270339 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 40.60 |
| 130 | | | | | | Bill | | 01/08/2015 | | 01/05-08-12-15 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 131 | | | | | | Bill | | 01/22/2015 | | IN-0279359 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 29.42 |
| 132 | | | | | | Bill | | 01/22/2015 | | IN-0272173 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |

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|-----|---|---|---|---|---|---|--------------------|---|------------|---|----------------------|---|-------------------------------------|---|------------------------------------|---|----------|
| 4 | | | | | | | Type | | Date | | Num | | Name | | Memo | | Amount |
| 133 | | | | | | | Bill | | 01/26/2015 | | IN-0280053 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 134 | | | | | | | Bill | | 01/26/2015 | | IN-02802807 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 29.99 |
| 135 | | | | | | | Bill | | 01/29/2015 | | 01/19-22-26-29 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 136 | | | | | | | Bill | | 02/09/2015 | | 286309 | | Better Termite & Pest Control, Inc. | | Bi Monthly Pest Control Services | | 75.00 |
| 137 | | | | | | | Bill | | 02/11/2015 | | IN-0287439 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 24.80 |
| 138 | | | | | | | Bill | | 02/11/2015 | | IN-0288007 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 58.29 |
| 139 | | | | | | | Bill | | 02/12/2015 | | Cleaning-2/2-5-9-12 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 140 | | | | | | | Bill | | 02/19/2015 | | IN-0290451 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 233.87 |
| 141 | | | | | | | Bill | | 02/20/2015 | | 97031 | | PROLEC | | HVAC Repair and Maint. | | 464.80 |
| 142 | | | | | | | Bill | | 02/25/2015 | | 02/16-19-23-25 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 143 | | | | | | | Bill | | 03/04/2015 | | IN-0297812 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 95.54 |
| 144 | | | | | | | Bill | | 03/12/2015 | | Clean-03/02-05-09-12 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 145 | | | | | | | Credit Card Charge | | 03/12/2015 | | | | Amazon.com | | Maint Supplies | | 0.00 |
| 146 | | | | | | | Credit Card Charge | | 03/13/2015 | | | | ADT Security Systems | | BBT Security System Monthly Fee | | 52.21 |
| 147 | | | | | | | Credit Card Charge | | 03/15/2015 | | | | ComplianceSigns.com | | BB&T Maintenance Supplies | | 17.95 |
| 148 | | | | | | | Bill | | 03/20/2015 | | IN-0303901 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 41.78 |
| 149 | | | | | | | Bill | | 03/20/2015 | | IN-0302708 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 150 | | | | | | | Bill | | 03/24/2015 | | IN-0305212 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 151 | | | | | | | Bill | | 03/26/2015 | | 03/16-19-23-26 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 152 | | | | | | | Bill | | 03/26/2015 | | IN-0282326 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 153 | | | | | | | Bill | | 03/26/2015 | | 272828 | | Fire & Life Safety America, Inc. | | Sprinkler Inspection & Maintenance | | 55.00 |
| 154 | | | | | | | Bill | | 03/26/2015 | | 272799 | | Fire & Life Safety America, Inc. | | Sprinkler Inspection & Maintenance | | 675.00 |
| 155 | | | | | | | Bill | | 04/09/2015 | | 03/30-4/2-4/6-4/9 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 156 | | | | | | | Bill | | 04/09/2015 | | IN-0313112 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 157 | | | | | | | Bill | | 04/15/2015 | | 286310 | | Better Termite & Pest Control, Inc. | | Bi Monthly Pest Control Services | | 75.00 |
| 158 | | | | | | | Credit Card Charge | | 04/16/2015 | | | | ADT Security Systems | | BB&T Security System Monthly Fee | | 52.21 |
| 159 | | | | | | | Bill | | 04/21/2015 | | IN-0316233 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 160 | | | | | | | Bill | | 04/21/2015 | | IN-0317282 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 86.66 |
| 161 | | | | | | | Bill | | 04/23/2015 | | 04/13-16-20-23 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 162 | | | | | | | Bill | | 05/07/2015 | | 4/27-30 & 5/4-7 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 163 | | | | | | | Bill | | 05/13/2015 | | IN-0327102 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 164 | | | | | | | Credit Card Charge | | 05/17/2015 | | | | ADT Security Systems | | BB&T Security System Monthly Fee | | 52.21 |
| 165 | | | | | | | Bill | | 05/21/2015 | | 05/11-14-18-21 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 166 | | | | | | | Bill | | 05/27/2015 | | IN-0332357 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 100.43 |
| 167 | | | | | | | Credit Card Charge | | 06/01/2015 | | | | Executive Lock & Key | | BB&T Door Locks & Repairs | | 457.04 |
| 168 | | | | | | | Bill | | 06/04/2015 | | 05/25-28 06/01-04 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 169 | | | | | | | Bill | | 06/10/2015 | | 974411 HVAC | | PROLEC | | HVAC Repair and Maint. | | 1,706.19 |
| 170 | | | | | | | Bill | | 06/10/2015 | | 286311 | | Better Termite & Pest Control, Inc. | | Bi Monthly Pest Control Services | | 75.00 |
| 171 | | | | | | | Credit Card Charge | | 06/16/2015 | | | | ADT Security Systems | | BB&T Security System Monthly Fee | | 52.21 |
| 172 | | | | | | | Bill | | 06/18/2015 | | 06/08-11-15-18 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 173 | | | | | | | Bill | | 06/23/2015 | | IN-0344385 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 174 | | | | | | | Bill | | 06/23/2015 | | IN-0340253 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 175 | | | | | | | Bill | | 06/29/2015 | | IN-0345066 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 176 | | | | | | | Bill | | 07/02/2015 | | 06/22-25-31&07/02 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |

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| | | | | | | Type | | Date | | Num | | Name | | Memo | | Amount |
| 4 | | | | | | | | | | | | | | | | |
| 177 | | | | | | Bill | | 07/13/2015 | | IN-0352242 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 178 | | | | | | Bill | | 07/13/2015 | | IN-0352034 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 102.23 |
| 179 | | | | | | Bill | | 07/16/2015 | | 07/06-09-13-16 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 180 | | | | | | Credit Card Charge | | 07/16/2015 | | | | ADT Security Systems | | BB&T Security System Monthly Fee | | 52.21 |
| 181 | | | | | | Bill | | 07/24/2015 | | IN-0354902 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 111.88 |
| 182 | | | | | | Bill | | 07/24/2015 | | IN-0353526 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 183 | | | | | | Bill | | 07/24/2015 | | IN-0353316 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 184 | | | | | | Bill | | 08/03/2015 | | 07-20-23-27-30 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 185 | | | | | | Bill | | 08/03/2015 | | 283173 | | Fire & Life Safety America, Inc. | | Fire Extinguishers | | 225.00 |
| 186 | | | | | | Bill | | 08/12/2015 | | IN-0365178 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 187 | | | | | | Bill | | 08/12/2015 | | 292814 | | Better Termite & Pest Control, Inc. | | Bi Monthly Pest Control Services | | 75.00 |
| 188 | | | | | | Bill | | 08/12/2015 | | IN-0363621 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 24.83 |
| 189 | | | | | | Bill | | 08/13/2015 | | 08/03-06-10-13 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 190 | | | | | | Credit Card Charge | | 08/16/2015 | | | | ADT Security Systems | | BB&T Security System Monthly Fee | | 52.21 |
| 191 | | | | | | Bill | | 08/17/2015 | | 98140 | | PROLEC | | Water Heater Repair | | 120.00 |
| 192 | | | | | | Bill | | 08/27/2015 | | 08-17-20-24-27 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 193 | | | | | | Bill | | 09/03/2015 | | IN-0374349 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 194 | | | | | | Bill | | 09/10/2015 | | 08/31-09/04-07-10 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 195 | | | | | | Bill | | 09/14/2015 | | IN-0376040 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 196 | | | | | | Bill | | 09/15/2015 | | IN-0378033 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 213.67 |
| 197 | | | | | | Credit Card Charge | | 09/16/2015 | | | | ADT Security Systems | | BB&T Security System Monthly Fee | | 52.21 |
| 198 | | | | | | Bill | | 10/07/2015 | | IN-0384361 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 199 | | | | | | Bill | | 10/07/2015 | | IN-0384273 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 36.52 |
| 200 | | | | | | Bill | | 10/07/2015 | | 09/14-10/08 (4 Wks) | | A & D Cleaning Service, LLC | | Cleaning | | 500.00 |
| 201 | | | | | | Credit Card Charge | | 10/16/2015 | | | | ADT Security Systems | | BB&T Security System Monthly Fee | | 52.21 |
| 202 | | | | | | Bill | | 10/20/2015 | | IN-0391111 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 203 | | | | | | Bill | | 10/22/2015 | | 10/12-15-19-22 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 204 | | | | | | Bill | | 10/22/2015 | | 292815 | | Better Termite & Pest Control, Inc. | | Bi Monthly Pest Control Services | | 75.00 |
| 205 | | | | | | Bill | | 10/30/2015 | | IN-0393563 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 206 | | | | | | Bill | | 11/04/2015 | | IN-0394008 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 207 | | | | | | Bill | | 11/05/2015 | | Cleaning- 10/26-29+1 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 208 | | | | | | Bill | | 11/12/2015 | | IN-0400926 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 19.00 |
| 209 | | | | | | Credit Card Charge | | 11/16/2015 | | | | ADT Security Systems | | BB&T Security System Monthly Fee | | 52.21 |
| 210 | | | | | | Bill | | 11/19/2015 | | 11/9-12-16-19 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 211 | | | | | | Credit Card Charge | | 11/19/2015 | | | | Atlantic Sun Control, Inc. | | BB&T Window Cleaning and Film | | 1,750.00 |
| 212 | | | | | | Bill | | 11/24/2015 | | in-0404702 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 33.99 |
| 213 | | | | | | Bill | | 12/03/2015 | | 11/23-11/30-02/03 | | A & D Cleaning Service, LLC | | Cleaning | | 187.50 |
| 214 | | | | | | Bill | | 12/10/2015 | | IN-001555 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 215 | | | | | | Bill | | 12/11/2015 | | IN-014465 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 64.03 |
| 216 | | | | | | Bill | | 12/11/2015 | | C106-AnnualMaint | | PROLEC | | Annual Maint Agreement HVAC/Electrical | | 765.00 |
| 217 | | | | | | Bill | | 12/11/2015 | | IN-0411920 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 41.82 |
| 218 | | | | | | Bill | | 12/11/2015 | | 304590 | | Better Termite & Pest Control, Inc. | | Bi Monthly Pest Control Services | | 75.00 |
| 219 | | | | | | Credit Card Charge | | 12/16/2015 | | | | ADT Security Systems | | BB&T Security System Monthly Fee | | 52.21 |
| 220 | | | | | | Bill | | 12/21/2015 | | 12/7-10-14-17 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |

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| 4 | | | | | | Bill | | 12/29/2015 | | 99005 | | PROLEC | | HVAC/Electrical Repairs/Maint. | | 170.00 |
| 221 | | | | | | Bill | | 12/29/2015 | | IN-0416973 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 222 | | | | | | Bill | | 12/31/2015 | | 12/21-24-28-31 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 223 | | | | | | | | | | | | | | | | 15,204.93 |
| 224 | | | | | | Total 8170-40 - Maintenance, Cleaning & Repairs | | | | | | | | | | |
| 225 | | | | | | 8170-50 - Property / GL Insurance | | | | | | | | | | |
| 226 | | | | | | Bill | | 04/21/2015 | | REDACTED | | CNA Insurance | | 3002817127 Liability Insurance | | 2,437.00 |
| 227 | | | | | | Bill | | 04/21/2015 | | REDACTED | | CNA Insurance | | 3002817127 Liability Insurance | | 0.00 |
| 228 | | | | | | Bill | | 05/22/2015 | | REDACTED | | CNA Insurance | | 3002817127 Liability Insurance | | 0.00 |
| 229 | | | | | | Bill | | 09/03/2015 | | REDACTED | | CNA Insurance | | 3002817127 Liability Insurance | | 0.00 |
| 230 | | | | | | Total 8170-50 - Property / GL Insurance | | | | | | | | | | 2,437.00 |
| 231 | | | | | | 8170-60 - Assoc Fees, Rent & Storage | | | | | | | | | | |
| 232 | | | | | | Bill | | 01/01/2015 | | RHS-0115 | | Round House Sq UOA | | Association Fee LNC-01 | | 200.00 |
| 233 | | | | | | Bill | | 02/01/2015 | | RHS-0215 | | Round House Sq UOA | | Association Fee LNC-01 | | 380.00 |
| 234 | | | | | | Bill | | 03/01/2015 | | RHS-0315 | | Round House Sq UOA | | Association Fee LNC-01 | | 290.00 |
| 235 | | | | | | Bill | | 04/01/2015 | | RHS-0415 | | Round House Sq UOA | | Association Fee LNC-01 | | 290.00 |
| 236 | | | | | | Bill | | 05/04/2015 | | RHS-0215-1215 | | Round House Sq UOA | | Association Fee LNC-01 | | 290.00 |
| 237 | | | | | | Bill | | 06/01/2015 | | RHS-0615 | | Round House Sq UOA | | Association Fee LNC-01 | | 290.00 |
| 238 | | | | | | Bill | | 06/23/2015 | | LNC-01 / 142 | | Round House Sq UOA | | Association Spec Assessment Snow Removal | | 500.00 |
| 239 | | | | | | Bill | | 07/01/2015 | | RHS-0215-1215 | | Round House Sq UOA | | Association Fee LNC-01 | | 290.00 |
| 240 | | | | | | Credit Card Charge | | 07/05/2015 | | | | Public Storage, Inc. | | BB&T Storage Rent | | 579.70 |
| 241 | | | | | | Bill | | 08/01/2015 | | RHS-0815 | | Round House Sq UOA | | Association Fee LNC-01 | | 290.00 |
| 242 | | | | | | Credit Card Charge | | 08/04/2015 | | | | Public Storage, Inc. | | BB&T Storage Rent | | 429.00 |
| 243 | | | | | | Bill | | 09/01/2015 | | RHS-0215-1215 | | Round House Sq UOA | | Association Fee LNC-01 | | 290.00 |
| 244 | | | | | | Credit Card Charge | | 09/04/2015 | | | | Public Storage, Inc. | | BB&T Storage Rent | | 429.00 |
| 245 | | | | | | Bill | | 10/01/2015 | | RHS-1015 | | Round House Sq UOA | | Association Fee LNC-01 | | 290.00 |
| 246 | | | | | | Credit Card Charge | | 10/04/2015 | | | | Public Storage, Inc. | | BB&T Storage Rent | | 429.00 |
| 247 | | | | | | Bill | | 11/01/2015 | | RHS-1115 | | Round House Sq UOA | | Association Fee LNC-01 | | 290.00 |
| 248 | | | | | | Credit Card Charge | | 11/04/2015 | | | | Public Storage, Inc. | | BB&T Storage Rent | | 429.00 |
| 249 | | | | | | Bill | | 12/01/2015 | | RHS-1215 | | Round House Sq UOA | | Association Fee LNC-01 | | 290.00 |
| 250 | | | | | | Credit Card Charge | | 12/04/2015 | | | | Public Storage, Inc. | | BB&T Storage Rent | | 429.00 |
| 251 | | | | | | Total 8170-60 - Assoc Fees, Rent & Storage | | | | | | | | | | 6,704.70 |
| 252 | | | | | | 8170-70 - Office Move Related Expenses | | | | | | | | | | |
| 253 | | | | | | Credit Card Charge | | 06/21/2015 | | | | U-Haul International - AMERCO, Inc. | | BB&T Storage Moving Expense | | 400.95 |
| 254 | | | | | | Credit Card Charge | | 07/01/2015 | | | | Colonial Parking, Inc. | | Storage Move Related Exp | | 12.00 |
| 255 | | | | | | Credit Card Charge | | 07/01/2015 | | | | DC Dept. of Transportation | | Storage Move Related Exp | | 4.00 |
| 256 | | | | | | Credit Card Charge | | 07/01/2015 | | | | ExxonMobil | | Storage Move Related Exp | | 16.87 |
| 257 | | | | | | Credit Card Charge | | 07/01/2015 | | | | U-Haul International - AMERCO, Inc. | | BB&T Storage Moving Expense | | 79.83 |
| 258 | | | | | | Total 8170-70 - Office Move Related Expenses | | | | | | | | | | 513.65 |
| 259 | | | | | | Total 8170 - Occupancy Expenses | | | | | | | | | | 53,998.11 |
| 260 | | | | | | Total 8100 - Admin & Overhead Expense | | | | | | | | | | 53,998.11 |
| 261 | | | | | | 8200 - Professional Services | | | | | | | | | | |
| 262 | | | | | | 8210 - Legal | | | | | | | | | | |
| 263 | | | | | | 8210-10 - Legal - General | | | | | | | | | | |
| 264 | | | | | | Bill | | 01/07/2015 | | 75879996 | | CSC - Corp. Services Co. | | DC Rep Filing | | 334.00 |

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| 4 | | | | | | | Type | | Date | | Num | | Name | | Memo | | Amount |
| 265 | | | | | | | Bill | | 02/19/2015 | | 1938541 | | Warner, Norcross & Judd | | Trademark related legal services | | 20.50 |
| 266 | | | | | | | Bill | | 02/19/2015 | | 1938542 | | Warner, Norcross & Judd | | Trademark related legal services | | 20.50 |
| 267 | | | | | | | Bill | | 04/09/2015 | | SCC ID #F195931-3 | | Virginia State Corp. Commission | | Annual Reg Fee | | 25.00 |
| 268 | | | | | | | Bill | | 11/02/2015 | | LP Legal 10/15 | | Hall, Oliver | | Legal Retainer | | 3,000.00 |
| 269 | | | | | | | Bill | | 11/12/2015 | | 81103621541 | | CSC - Corp. Services Co. | | Acct 146357A - DC Clean Hands Cert | | 113.00 |
| 270 | | | | | | | Bill | | 12/01/2015 | | LP-Legal-1215 | | Hall, Oliver | | Legal Retainer | | 3,000.00 |
| 271 | | | | | | | Bill | | 12/29/2015 | | 78511989 | | CSC - Corp. Services Co. | | Annual Rep DC/VA | | 688.00 |
| 272 | | | | | | | Bill | | 12/31/2015 | | LP Legal 1215 | | Hall, Oliver | | Legal Retainer | | 3,000.00 |
| 273 | | | | | | | Total 8210-10 - Legal - General | | | | | | | | | | 10,201.00 |
| 274 | | | | | | | Total 8210 - Legal | | | | | | | | | | 10,201.00 |
| 275 | | | | | | | Total 8200 - Professional Services | | | | | | | | | | 10,201.00 |
| 276 | | | | | | | TOTAL | | | | | | | | | | 117,862.27 |

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| 4 | | | | | | | Type | | Date | | Num | | Name | | Memo | | Amount |
| 43 | | | | | | | Total 167-20 - Prepaid Convention Travel/Other | | | | | | | | | | 4,106.97 |
| 44 | | | | | | | Total 167 - Prepaid Convention | | | | | | | | | | 10,760.79 |
| 45 | | | | | | | Total 16 - Prepaid Expenses | | | | | | | | | | 10,760.79 |
| 46 | | | | | | | 17 - Fixed Assets | | | | | | | | | | |
| 47 | | | | | | | 178 - Ofc Imprmnt Acq & Capt Expense | | | | | | | | | | |
| 48 | | | | | | | Bill | 08/17/2016 | | | FR8854 | | Freedom Restoration, LLC | | Brick Entry Stair Restoration Project | | 6,754.00 |
| 49 | | | | | | | Total 178 - Ofc Imprmnt Acq & Capt Expense | | | | | | | | | | 6,754.00 |
| 50 | | | | | | | Total 17 - Fixed Assets | | | | | | | | | | 6,754.00 |
| 51 | | | | | | | 24 - Accrued Expenses | | | | | | | | | | |
| 52 | | | | | | | 244 - Other Accrued Expenses | | | | | | | | | | |
| 53 | | | | | | | Bill | 12/30/2016 | | | 201509-LNC01 | | Brierly, Elizabeth | | 2015 Exp billed 12/16 | | 2,208.34 |
| 54 | | | | | | | Total 244 - Other Accrued Expenses | | | | | | | | | | 2,208.34 |
| 55 | | | | | | | 245 - Accrued Real Estate Tax | | | | | | | | | | |
| 56 | | | | | | | Bill | 06/06/2016 | | | REDACTED | | City of Alexandria Virginia | | 2016 Real Property Tax | | 4,441.29 |
| 57 | | | | | | | Bill | 10/25/2016 | | | | | City of Alexandria Virginia | | 2016 Real Property Tax | | 4,441.29 |
| 58 | | | | | | | Total 245 - Accrued Real Estate Tax | | | | | | | | | | 8,882.58 |
| 59 | | | | | | | Total 24 - Accrued Expenses | | | | | | | | | | 11,090.92 |
| 60 | | | | | | | 29 - Loans & Mortgages (Principal) | | | | | | | | | | |
| 61 | | | | | | | Bill | 01/25/2016 | | | Mort-0116 | | BB&T Loan Processing Center | | Mortgage Principle | | 970.91 |
| 62 | | | | | | | Bill | 02/25/2016 | | | Mortgt 02/16 | | BB&T Loan Processing Center | | Mortgage Principle | | 974.96 |
| 63 | | | | | | | Bill | 03/25/2016 | | | REDACTED | | BB&T Loan Processing Center | | Mortgage Principle | | 1,102.98 |
| 64 | | | | | | | Bill | 03/31/2016 | | | | | BB&T Loan Processing Center | | Mortgage Principle | | 7,000.00 |
| 65 | | | | | | | Bill | 04/25/2016 | | | BBT-Loan-0416 | | BB&T Loan Processing Center | | Mortgage Principle | | 983.63 |
| 66 | | | | | | | Check | 05/25/2016 | | | REDACTED | | BB&T Loan Processing Center | | Mortg Principle | | 1,090.94 |
| 67 | | | | | | | Check | 06/25/2016 | | | | | BB&T Loan Processing Center | | Mortg Principle | | 1,021.54 |
| 68 | | | | | | | Check | 07/25/2016 | | | 1607-01 | | BB&T Loan Processing Center | | Mortg Principle | | 1,086.26 |
| 69 | | | | | | | Bill | 08/23/2016 | | | | | BB&T Loan Processing Center | | Mortgage Principle | | 15,000.00 |
| 70 | | | | | | | Check | 08/25/2016 | | | | | BB&T Loan Processing Center | | Mortg Principle | | 1,030.35 |
| 71 | | | | | | | Check | 09/25/2016 | | | | | BB&T Loan Processing Center | | Mortg Principle | | 1,095.26 |
| 72 | | | | | | | Check | 10/25/2016 | | | | | BB&T Loan Processing Center | | Mortg Principle | | 1,159.88 |
| 73 | | | | | | | Check | 11/25/2016 | | | | | BB&T Loan Processing Center | | Mortg Principle | | 1,106.71 |
| 74 | | | | | | | Bill | 12/12/2016 | | | | | BB&T Loan Processing Center | | Mortgage Principle | | 100,000.00 |
| 75 | | | | | | | Check | 12/25/2016 | | | | | BB&T Loan Processing Center | | Mortg Principle | | 1,169.03 |
| 76 | | | | | | | Total 29 - Loans & Mortgages (Principal) | | | | | | | | | | 134,792.45 |
| 77 | | | | | | | 31 - General Operating | | | | | | | | | | |
| 78 | | | | | | | Total 31 - General Operating | | | | | | | | | | |
| 79 | | | | | | | 7000 - General Fundraising Expense | | | | | | | | | | |
| 80 | | | | | | | 7085 - Building Fund Fundraising Exp | | | | | | | | | | |
| 81 | | | | | | | Credit Card Charge | 11/20/2016 | | | | | PlaqueMaker.com | | Donor Recognition Plaques | | 1,175.00 |
| 82 | | | | | | | Total 7085 - Building Fund Fundraising Exp | | | | | | | | | | 1,175.00 |
| 83 | | | | | | | Total 7000 - General Fundraising Expense | | | | | | | | | | 1,175.00 |

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| 4 | | | | | | | Type | | Date | | Num | | Name | | Memo | | Amount |
| 84 | | | | | | | 7200 - Events and Conventions Exp | | | | | | | | | | |
| 85 | | | | | | | 7200-10 - Convention Expenses - General | | | | | | | | | | |
| 86 | | | | | | | Credit Card Charge | | 05/01/2016 | | | | First American Media Group | | Podium and State Signs | | 1,352.00 |
| 87 | | | | | | | Credit Card Charge | | 05/01/2016 | | | | NorthStar Flags | | Podium Banners | | 1,035.86 |
| 88 | | | | | | | Bill | | 05/02/2016 | 110 | | | Daugherty, Lauren | | Convention related | | 440.00 |
| 89 | | | | | | | Credit Card Charge | | 05/03/2016 | | | | Sign11.com | | Photo Op Banner | | 347.09 |
| 90 | | | | | | | Bill | | 05/04/2016 | | lp0026 | | Luckey, Denise | | Convention related work | | 1,462.00 |
| 91 | | | | | | | Credit Card Charge | | 05/08/2016 | | | | Trophies Plus, Inc. | | Awards | | 579.96 |
| 92 | | | | | | | Bill | | 05/11/2016 | | 2697 | | The A V Guys, Inc. | | a/v | | 15,100.00 |
| 93 | | | | | | | Credit Card Charge | | 05/12/2016 | | | | PC Nametag, Inc. | | Convention Name Tag Supplies | | 151.28 |
| 94 | | | | | | | Credit Card Charge | | 05/13/2016 | | | | Northern Nye Printing | | Badges and Order Forms | | 259.80 |
| 95 | | | | | | | Credit Card Charge | | 05/15/2016 | | | | DC Banners and Signs | | State Signs | | 987.24 |
| 96 | | | | | | | Credit Card Charge | | 05/15/2016 | | | | Global Rose | | Conv Flowers | | 294.78 |
| 97 | | | | | | | Credit Card Charge | | 05/15/2016 | | | | Hobby Lobby Stores, Inc. | | Convention Decor | | 160.28 |
| 98 | | | | | | | Credit Card Charge | | 05/15/2016 | | | | The Digital Print Store | | Conv Book Printing | | 3,100.00 |
| 99 | | | | | | | Bill | | 05/16/2016 | 111-1 | | | Daugherty, Lauren | | Convention related | | 880.00 |
| 100 | | | | | | | Bill | | 05/16/2016 | 111-2 | | | Daugherty, Lauren | | Convention related | | 0.00 |
| 101 | | | | | | | Bill | | 05/19/2016 | LP0027 | | | Luckey, Denise | | Convention related work | | 1,462.00 |
| 102 | | | | | | | Bill | | 05/30/2016 | Conv-Comedian | | | McLellan, Jeremy | | Convention Entertainment | | 500.00 |
| 103 | | | | | | | Bill | | 05/31/2016 | Parlm-4-Conv | | | Brown, Richard | | Parliamentarian | | 1,955.50 |
| 104 | | | | | | | Bill | | 06/01/2016 | LP0028 | | | Luckey, Denise | | Convention related work | | 1,462.00 |
| 105 | | | | | | | Bill | | 06/01/2016 | 112 | | | Daugherty, Lauren | | Convention related | | 1,776.00 |
| 106 | | | | | | | Bill | | 06/01/2016 | 2016-Conv | | | Tatiana Moroz Music, LLC | | Convention Music | | 400.00 |
| 107 | | | | | | | Credit Card Charge | | 06/01/2016 | | | | Northern Nye Printing | | Printing | | 323.66 |
| 108 | | | | | | | Credit Card Charge | | 06/01/2016 | | | | First American Media Group | | Various Other Signage | | 1,029.10 |
| 109 | | | | | | | Credit Card Charge | | 06/01/2016 | | | | Barbizon Capitol, Inc. | | Decor - GoBo's | | 212.01 |
| 110 | | | | | | | Credit Card Charge | | 06/01/2016 | | | | Nationbuilder, Inc. | | Conv Website | | 29.00 |
| 111 | | | | | | | Credit Card Charge | | 06/01/2016 | | | | OfficeDepot.com | | Name Badge Supplies | | 422.91 |
| 112 | | | | | | | Credit Card Charge | | 06/01/2016 | | | | OfficeDepot.com | | Conv Supplies | | 353.24 |
| 113 | | | | | | | Credit Card Charge | | 06/01/2016 | | | | PC Nametag, Inc. | | Convention Name Tag Supplies | | 185.36 |
| 114 | | | | | | | Credit Card Charge | | 06/01/2016 | | | | Wal-Mart Stores, Inc. | | Name Badge Supplies | | 182.57 |
| 115 | | | | | | | Credit Card Charge | | 06/01/2016 | | | | Staples, Inc | | Conv General Supplies | | 465.05 |
| 116 | | | | | | | Credit Card Charge | | 06/01/2016 | | | | The Digital Print Store | | Conv Book Printing | | 3,163.00 |
| 117 | | | | | | | Credit Card Charge | | 06/01/2016 | | | | Walgreens, Inc. | | Conv Office Supplies | | 32.64 |
| 118 | | | | | | | Bill | | 06/02/2016 | 5311601 | | | Moen, Tim | | Speaking Fees - Convention -007 | | 430.00 |
| 119 | | | | | | | Credit Card Charge | | 06/02/2016 | | | | FedEx Kinko's | | Conv Shipping | | 213.99 |
| 120 | | | | | | | Bill | | 06/06/2016 | 2697 | | | The A V Guys, Inc. | | a/v | | 25,200.00 |
| 121 | | | | | | | Bill | | 06/12/2016 | 1/11-6/9/16 | | | Dixon, Eric D. | | Conv Video Production | | 427.50 |
| 122 | | | | | | | Bill | | 06/12/2016 | 1 | | | Woods, Thomas | | Speaker Fee | | 4,000.00 |
| 123 | | | | | | | Credit Card Charge | | 06/12/2016 | | | | UStream.TV | | Fee for Conv Streaming | | 985.07 |
| 124 | | | | | | | Credit Card Charge | | 06/16/2016 | | | | Nationbuilder, Inc. | | Web Site Hosting | | 29.00 |
| 125 | | | | | | | Bill | | 06/20/2016 | 114 | | | Daugherty, Lauren | | Convention related | | 0.00 |

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| 4 | | | | | | | Type | | Date | | Num | | Name | | Memo | | Amount |
| 126 | | | | | | | Bill | | 06/22/2016 | | CONV-2016 | | Ryan, Bette | | R bbons | | 140.22 |
| 127 | | | | | | | Bill | | 06/22/2016 | | CONV-2016 | | Ryan, Bette | | Supplies | | 46.40 |
| 128 | | | | | | | Credit Card Charge | | 06/22/2016 | | | | Trophies Plus, Inc. | | Awards | | 86.39 |
| 129 | | | | | | | Bill | | 06/23/2016 | | LP0029 | | Luckey, Denise | | Convention related work | | 0.00 |
| 130 | | | | | | | Bill | | 06/27/2016 | | Postage-062716 | | Daugherty, Lauren | | Convention related | | 0.00 |
| 131 | | | | | | | Bill | | 07/07/2016 | | LP0030 | | Luckey, Denise | | Convention related work | | 0.00 |
| 132 | | | | | | | Bill | | 07/11/2016 | | Marco-R bbons | | Ryan, Bette | | R bbons | | 382.90 |
| 133 | | | | | | | Bill | | 07/11/2016 | | Marco-R bbons | | Ryan, Bette | | Supplies | | 0.00 |
| 134 | | | | | | | Bill | | 07/11/2016 | | 201605-LNC01 | | Brierly, Elizabeth | | Convention Media Support | | 2,173.33 |
| 135 | | | | | | | Bill | | 07/22/2016 | | 1258 | | David Keith Photography | | Photography | | 2,298.00 |
| 136 | | | | | | | Bill | | 07/22/2016 | | LP0031 | | Luckey, Denise | | Convention related work | | 0.00 |
| 137 | | | | | | | Bill | | 08/12/2016 | | 201606-LNC01 | | Brierly, Elizabeth | | Convention Media Support | | 0.00 |
| 138 | | | | | | | Bill | | 08/12/2016 | | LP0032 | | Luckey, Denise | | Convention related work | | 0.00 |
| 139 | | | | | | | Bill | | 08/20/2016 | | LP0033 | | Luckey, Denise | | Convention related work | | 0.00 |
| 140 | | | | | | | Bill | | 08/23/2016 | | 201607-LNC01 | | Brierly, Elizabeth | | Convention Media Support | | 0.00 |
| 141 | | | | | | | Bill | | 09/15/2016 | | LP0034 | | Luckey, Denise | | Convention related work | | 0.00 |
| 142 | | | | | | | Bill | | 09/19/2016 | | LP0035 | | Luckey, Denise | | Convention related work | | 0.00 |
| 143 | | | | | | | Bill | | 10/11/2016 | | 06-10-10-07 | | Dixon, Eric D. | | Conv Video Production | | 0.00 |
| 144 | | | | | | | Bill | | 10/19/2016 | | 201609-LNC01 | | Brierly, Elizabeth | | Convention Media Support | | 0.00 |
| 145 | | | | | | | Bill | | 10/19/2016 | | LP0036-37 | | Luckey, Denise | | Convention related work | | 0.00 |
| 146 | | | | | | | Bill | | 10/20/2016 | | 201609-LNC01-2 | | Brierly, Elizabeth | | Convention Media Support | | 0.00 |
| 147 | | | | | | | Bill | | 11/30/2016 | | 201608-LNC01 | | Brierly, Elizabeth | | Convention Media Support | | 0.00 |
| 148 | | | | | | | Bill | | 12/13/2016 | | 201610-LNC01 | | Brierly, Elizabeth | | Convention Media Support | | 0.00 |
| 149 | | | | | | | Bill | | 12/13/2016 | | 201611-LNC01 | | Brierly, Elizabeth | | Convention Media Support | | 0.00 |
| 150 | | | | | | | | | | | | | | | | | 76,517.13 |
| 151 | | | | | | | Total 7200-10 - Convention Expenses - General | | | | | | | | | | |
| 152 | | | | | | | 7200-20 - Convention Expense - Travel/F&B | | | | | | | | | | |
| 153 | | | | | | | Bill | | 05/16/2016 | | SW-Air-Reimbursement | | Johnston, Robert | | Conv Travel - Staff | | 315.97 |
| 154 | | | | | | | Bill | | 05/17/2016 | | 64847 | | Rosen Centre Hotel | | Deposit on F&B, Rooms, Etc. | | 63,408.92 |
| 155 | | | | | | | Bill | | 05/30/2016 | | 64847-Deposit | | Rosen Centre Hotel | | Deposit on F&B, Rooms, Etc. | | 6,691.00 |
| 156 | | | | | | | Credit Card Charge | | 06/01/2016 | | | | Best Western International, Inc. | | Conv Staff Travel - Hotel | | 198.80 |
| 157 | | | | | | | Credit Card Charge | | 06/01/2016 | | | | Cracker Barrel Inc. | | Conv Staff Food | | 29.81 |
| 158 | | | | | | | Credit Card Charge | | 06/01/2016 | | | | ExxonMobil | | Conv Staff Travel Gas | | 47.44 |
| 159 | | | | | | | Credit Card Charge | | 06/01/2016 | | | | EZ Shop, Inc. | | Conv Staff Travel Gas | | 53.48 |
| 160 | | | | | | | Credit Card Charge | | 06/01/2016 | | | | Ruby Tuesday's, Inc. | | Conv Staff Travel - Food | | 44.43 |
| 161 | | | | | | | Credit Card Charge | | 06/01/2016 | | | | Waffle House, Inc. | | Conv Staff Travel - Food | | 23.23 |
| 162 | | | | | | | Credit Card Charge | | 06/02/2016 | | | | Alamo Rent A Car | | Staff Car Rental | | 1,905.12 |
| 163 | | | | | | | Credit Card Charge | | 06/02/2016 | | | | L berty Petroleum, LLC | | Conv Staff Travel - Gas | | 65.12 |
| 164 | | | | | | | Credit Card Charge | | 06/02/2016 | | | | Bojangles, Inc. | | Conv Staff Meals | | 14.98 |
| 165 | | | | | | | Credit Card Charge | | 06/02/2016 | | | | Citgo | | Conv Staff Gas | | 50.00 |
| 166 | | | | | | | Credit Card Charge | | 06/02/2016 | | | | Rosen Centre Hotel | | Conv Staff Food | | 234.71 |
| 167 | | | | | | | Credit Card Charge | | 06/03/2016 | | | | Hilton Hotels Inc. | | Conv Staff Travel Hotel | | 217.92 |
| 168 | | | | | | | Bill | | 06/06/2016 | | MilageOrlando | | Dunbar, D. Nick | | Conv Staff Travel | | 973.40 |

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| 4 | | | | | | | Type | | Date | | Num | | Name | | Memo | | Amount |
| 168 | | | | | | | Bill | | 06/12/2016 | | 05/27-06-09-90-hrs | | Johnston, Robert | | Mears Shuttle Conv Staff Travel - Parking/Shuttle | | 81.00 |
| 169 | | | | | | | Bill | | 06/14/2016 | | Delta-Air-Reimb | | Laurence A. Elder & Assoc., Inc. | | Convention Travel - Air -002 | | 933.44 |
| 170 | | | | | | | Bill | | 06/14/2016 | | 206-64847 | | Rosen Centre Hotel | | Deposit on F&B, Rooms, Etc. | | 55,674.56 |
| 171 | | | | | | | Total 7200-20 - Convention Expense - Travel/F&B | | | | | | | | | | 130,963.33 |
| 172 | | | | | | | Total 7200 - Events and Conventions Exp | | | | | | | | | | 207,480.46 |
| 173 | | | | | | | 7300 - Program-Related Expenses | | | | | | | | | | |
| 174 | | | | | | | 7380 - Ballot Access - Other Related | | | | | | | | | | |
| 175 | | | | | | | 7380-30 - Ballot Access Legal | | | | | | | | | | |
| 176 | | | | | | | Bill | | 10/25/2016 | | KET Funding | | Chris Wiest AAL PLLC | | KET Legal Expense | | 6,400.00 |
| 177 | | | | | | | Total 7380-30 - Ballot Access Legal | | | | | | | | | | 6,400.00 |
| 178 | | | | | | | Total 7380 - Ballot Access - Other Related | | | | | | | | | | 6,400.00 |
| 179 | | | | | | | Total 7300 - Program-Related Expenses | | | | | | | | | | 6,400.00 |
| 180 | | | | | | | 8100 - Admin & Overhead Expense | | | | | | | | | | |
| 181 | | | | | | | 8170 - Occupancy Expenses | | | | | | | | | | |
| 182 | | | | | | | 8170-10 - Mortgage Interest Expense | | | | | | | | | | |
| 183 | | | | | | | Bill | | 01/25/2016 | | Mort-0116 | | BB&T Loan Processing Center | | Mortgage Interest | | 1,929.30 |
| 184 | | | | | | | Bill | | 02/25/2016 | | Mortg 02/16 | | BB&T Loan Processing Center | | Mortgage Interest | | 1,925.25 |
| 185 | | | | | | | Bill | | 03/25/2016 | | REDACTED | | BB&T Loan Processing Center | | Mortgage Interest | | 1,797.23 |
| 186 | | | | | | | Bill | | 03/31/2016 | | REDACTED | | BB&T Loan Processing Center | | Mortgage Interest | | 0.00 |
| 187 | | | | | | | Bill | | 04/25/2016 | | REDACTED | | BB&T Loan Processing Center | | Mortgage Interest | | 1,916.58 |
| 188 | | | | | | | Check | | 05/25/2016 | | REDACTED | | BB&T Loan Processing Center | | Mortg Interest | | 1,809.27 |
| 189 | | | | | | | Check | | 06/25/2016 | | REDACTED | | BB&T Loan Processing Center | | Mortg Interest | | 1,878.67 |
| 190 | | | | | | | Check | | 07/25/2016 | | REDACTED | | BB&T Loan Processing Center | | Mortg Interest | | 1,813.95 |
| 191 | | | | | | | Bill | | 08/23/2016 | | REDACTED | | BB&T Loan Processing Center | | Mortgage Interest | | 0.00 |
| 192 | | | | | | | Check | | 08/25/2016 | | REDACTED | | BB&T Loan Processing Center | | Mortg Interest | | 1,869.86 |
| 193 | | | | | | | Check | | 09/25/2016 | | REDACTED | | BB&T Loan Processing Center | | Mortg Interest | | 1,804.95 |
| 194 | | | | | | | Check | | 10/25/2016 | | REDACTED | | BB&T Loan Processing Center | | Mortg Interest | | 1,740.33 |
| 195 | | | | | | | Check | | 11/25/2016 | | REDACTED | | BB&T Loan Processing Center | | Mortg Interest | | 1,793.50 |
| 196 | | | | | | | Bill | | 12/12/2016 | | REDACTED | | BB&T Loan Processing Center | | Mortgage Interest | | 0.00 |
| 197 | | | | | | | Check | | 12/25/2016 | | REDACTED | | BB&T Loan Processing Center | | Mortg Interest | | 1,731.18 |
| 198 | | | | | | | Total 8170-10 - Mortgage Interest Expense | | | | | | | | | | 22,010.07 |
| 199 | | | | | | | 8170-20 - Utilities Expense | | | | | | | | | | |
| 200 | | | | | | | Bill | | 01/03/2016 | | REDACTED | | Dominion Virginia Power | | REDACTED | | 255.19 |
| 201 | | | | | | | Bill | | 01/12/2016 | | REDACTED | | Alexandria Renew Ent. | | | | 33.17 |
| 202 | | | | | | | Bill | | 01/12/2016 | | REDACTED | | Virginia American Water | | Water Bill | | 15.74 |
| 203 | | | | | | | Bill | | 02/03/2016 | | REDACTED | | Dominion Virginia Power | | REDACTED | | 412.25 |
| 204 | | | | | | | Bill | | 02/08/2016 | | REDACTED | | Virginia American Water | | Water Bill | | 15.60 |
| 205 | | | | | | | Bill | | 02/18/2016 | | REDACTED | | Alexandria Renew Ent. | | REDACTED | | 33.17 |
| 206 | | | | | | | Bill | | 03/03/2016 | | REDACTED | | Dominion Virginia Power | | | | 520.16 |
| 207 | | | | | | | Bill | | 03/14/2016 | | REDACTED | | Virginia American Water | | Water Bill | | 15.60 |
| 208 | | | | | | | Bill | | 03/14/2016 | | REDACTED | | Alexandria Renew Ent. | | REDACTED | | 33.17 |

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| 4 | | | | | | | Type | | Date | | Num | | Name | | Memo | | Amount |
| 209 | | | | | | | Bill | | 04/03/2016 | | REDACTED | | Dominion Virginia Power | | REDACTED | | 328.15 |
| 210 | | | | | | | Bill | | 04/28/2016 | | REDACTED | | Alexandria Renew Ent. | | REDACTED | | 33.17 |
| 211 | | | | | | | Bill | | 04/28/2016 | | REDACTED | | Virginia American Water | | REDACTED | | 15.73 |
| 212 | | | | | | | Check | | 05/10/2016 | | REDACTED | | Dominion Virginia Power | | REDACTED | | 328.15 |
| 213 | | | | | | | Bill | | 05/13/2016 | | REDACTED | | Alexandria Renew Ent. | | REDACTED | | 74.36 |
| 214 | | | | | | | Bill | | 05/13/2016 | | REDACTED | | Virginia American Water | | REDACTED | | 37.11 |
| 215 | | | | | | | Bill | | 06/06/2016 | | REDACTED | | Virginia American Water | | REDACTED | | 9.91 |
| 216 | | | | | | | Bill | | 06/12/2016 | | REDACTED | | Alexandria Renew Ent. | | REDACTED | | 16.04 |
| 217 | | | | | | | Bill | | 07/08/2016 | | REDACTED | | Virginia American Water | | REDACTED | | 25.64 |
| 218 | | | | | | | Check | | 07/10/2016 | | REDACTED | | Dominion Virginia Power | | REDACTED | | 46.92 |
| 219 | | | | | | | Bill | | 07/11/2016 | | REDACTED | | Alexandria Renew Ent. | | REDACTED | | 49.23 |
| 220 | | | | | | | Check | | 08/10/2016 | | REDACTED | | Dominion Virginia Power | | REDACTED | | 329.00 |
| 221 | | | | | | | Bill | | 08/17/2016 | | REDACTED | | Virginia American Water | | REDACTED | | 19.74 |
| 222 | | | | | | | Bill | | 08/17/2016 | | REDACTED | | Alexandria Renew Ent. | | REDACTED | | 33.32 |
| 223 | | | | | | | Bill | | 09/08/2016 | | REDACTED | | Virginia American Water | | REDACTED | | 21.48 |
| 224 | | | | | | | Check | | 09/10/2016 | | REDACTED | | Dominion Virginia Power | | REDACTED | | 329.00 |
| 225 | | | | | | | Bill | | 09/14/2016 | | REDACTED | | Alexandria Renew Ent. | | REDACTED | | 41.49 |
| 226 | | | | | | | Check | | 10/10/2016 | | REDACTED | | Dominion Virginia Power | | REDACTED | | 329.00 |
| 227 | | | | | | | Bill | | 10/11/2016 | | REDACTED | | Virginia American Water | | REDACTED | | 19.74 |
| 228 | | | | | | | Check | | 11/10/2016 | | REDACTED | | Dominion Virginia Power | | REDACTED | | 329.00 |
| 229 | | | | | | | Bill | | 11/18/2016 | | REDACTED | | Virginia American Water | | REDACTED | | 19.74 |
| 230 | | | | | | | Bill | | 12/06/2016 | | REDACTED | | Virginia American Water | | REDACTED | | 19.74 |
| 231 | | | | | | | Check | | 12/10/2016 | | REDACTED | | Dominion Virginia Power | | REDACTED | | 329.00 |
| 232 | | | | | | | Total 8170-20 - Utilities Expense | | | | | | | | | | 4,118.71 |
| 233 | | | | | | | 8170-30 - Property Taxes, Fees & Permits | | | | | | | | | | |
| 234 | | | | | | | Credit Card Charge | | 03/10/2016 | | | | City of Alexandria VA | | BB&T Annual Bus Lic Fee | | 55.00 |
| 235 | | | | | | | Bill | | 06/06/2016 | | | | City of Alexandria Virginia | | Property Tax Map ID 073.02.08.17 | | 0.00 |
| 236 | | | | | | | Bill | | 10/25/2016 | | | | City of Alexandria Virginia | | Property Tax Map ID 073.02.08.17 | | 0.00 |
| 237 | | | | | | | Total 8170-30 - Property Taxes, Fees & Permits | | | | | | | | | | 55.00 |
| 238 | | | | | | | 8170-40 - Maintenance, Cleaning & Repairs | | | | | | | | | | |
| 239 | | | | | | | Bill | | 01/13/2016 | | REDACTED | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 54.99 |
| 240 | | | | | | | Bill | | 01/13/2016 | | REDACTED | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 241 | | | | | | | Bill | | 01/14/2016 | | REDACTED | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 242 | | | | | | | Credit Card Charge | | 01/17/2016 | | REDACTED | | ADT Security Systems | | BB&T Security System Monthly Fee | | 52.21 |
| 243 | | | | | | | Bill | | 02/01/2016 | | REDACTED | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 244 | | | | | | | Bill | | 02/08/2016 | | REDACTED | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 245 | | | | | | | Bill | | 02/08/2016 | | REDACTED | | Better Termite & Pest Control, Inc. | | Bi Monthly Pest Control Services | | 75.00 |
| 246 | | | | | | | Bill | | 02/08/2016 | | IN-0434591 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 40.75 |
| 247 | | | | | | | Bill | | 02/08/2016 | | IN-0431272 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 32.99 |
| 248 | | | | | | | Bill | | 02/08/2016 | | IN-0427251 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 249 | | | | | | | Bill | | 02/11/2016 | | 02/01-04-08-11 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 250 | | | | | | | Bill | | 02/16/2016 | | 11317-11334 | | PROLEC | | VOID: Replaces check 11317-11334 | | 0.00 |

| | A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q |
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| 4 | | | | | | | Type | | Date | | Num | | Name | | Memo | | Amount |
| 251 | | | | | | | Credit Card Charge | | 02/16/2016 | | | | ADT Security Systems | | BB&T Security System Monthly Fee | | 52.21 |
| 252 | | | | | | | Bill | | 02/18/2016 | | IN-0440241 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 15.93 |
| 253 | | | | | | | Bill | | 02/25/2016 | | 02/15-18-22-25 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 254 | | | | | | | Bill | | 03/14/2016 | | IN-0421855 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 17.23 |
| 255 | | | | | | | Bill | | 03/14/2016 | | IN-0421859 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 14.18 |
| 256 | | | | | | | Bill | | 03/14/2016 | | IN-0431272 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 1.98 |
| 257 | | | | | | | Credit Card Charge | | 03/16/2016 | | | | ADT Security Systems | | BB&T Security System Monthly Fee | | 52.21 |
| 258 | | | | | | | Bill | | 03/17/2016 | | 02/29-3/3-7-10-14-17 | | A & D Cleaning Service, LLC | | Cleaning | | 375.00 |
| 259 | | | | | | | Bill | | 03/18/2016 | | IN-0453108 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 35.94 |
| 260 | | | | | | | Bill | | 03/18/2016 | | IN-0452340 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 75.49 |
| 261 | | | | | | | Bill | | 03/31/2016 | | IN-0441419 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 262 | | | | | | | Bill | | 03/31/2016 | | IN-0460239 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 263 | | | | | | | Bill | | 03/31/2016 | | 3/21-24-28-31 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 264 | | | | | | | Credit Card Charge | | 04/05/2016 | | | | ADT Security Systems | | BB&T Security System Monthly Fee | | 55.07 |
| 265 | | | | | | | Bill | | 04/28/2016 | | IN-0470654 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 38.29 |
| 266 | | | | | | | Bill | | 04/28/2016 | | IN-0473693 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 267 | | | | | | | Bill | | 04/28/2016 | | Cleaning-04/07-04/28 | | A & D Cleaning Service, LLC | | Cleaning | | 500.00 |
| 268 | | | | | | | Bill | | 04/28/2016 | | IN-0460999 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 94.57 |
| 269 | | | | | | | Bill | | 04/28/2016 | | IN-0460998 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 270 | | | | | | | Bill | | 04/28/2016 | | 304592 | | Better Termite & Pest Control, Inc. | | Bi Monthly Pest Control Services | | 75.00 |
| 271 | | | | | | | Bill | | 05/02/2016 | | IN-0467503 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 272 | | | | | | | Bill | | 05/05/2016 | | IN-0476864 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 32.99 |
| 273 | | | | | | | Credit Card Charge | | 05/05/2016 | | | | ADT Security Systems | | BB&T Security System Monthly Fee | | 55.07 |
| 274 | | | | | | | Bill | | 05/13/2016 | | IN-0480615 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 41.82 |
| 275 | | | | | | | Bill | | 05/19/2016 | | 05/02-05-09-12-16-19 | | A & D Cleaning Service, LLC | | Cleaning | | 375.00 |
| 276 | | | | | | | Bill | | 05/20/2016 | | IN-0481158 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 277 | | | | | | | Bill | | 05/20/2016 | | IN-0483046 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 62.34 |
| 278 | | | | | | | Bill | | 05/20/2016 | | IN-0483045 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 279 | | | | | | | Credit Card Charge | | 05/21/2016 | | | | Amazon.com | | Maint Supplies | | 0.00 |
| 280 | | | | | | | Bill | | 06/02/2016 | | 05/23-26-30-06/02 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 281 | | | | | | | Bill | | 06/06/2016 | | IN-0462887 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 282 | | | | | | | Bill | | 06/06/2016 | | 333970 | | Fire & Life Safety America, Inc. | | Annual Inspection | | 675.00 |
| 283 | | | | | | | Bill | | 06/06/2016 | | 99593 | | PROLEC | | HVAC/Electrical Repairs/Maint. | | 240.43 |
| 284 | | | | | | | Bill | | 06/14/2016 | | 304593 | | Better Termite & Pest Control, Inc. | | Bi Monthly Pest Control Services | | 75.00 |
| 285 | | | | | | | Bill | | 06/22/2016 | | IN-0496269 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 21.61 |
| 286 | | | | | | | Bill | | 06/22/2016 | | IN-0493858 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 118.00 |
| 287 | | | | | | | Bill | | 06/22/2016 | | IN-0493857 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 288 | | | | | | | Bill | | 07/01/2016 | | Clean-06/02-06/30 | | A & D Cleaning Service, LLC | | Cleaning | | 500.00 |
| 289 | | | | | | | Credit Card Charge | | 07/01/2016 | | | | Amazon.com | | Maint Supplies | | 0.00 |
| 290 | | | | | | | Bill | | 07/08/2016 | | IN-0502777 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 29.45 |
| 291 | | | | | | | Bill | | 07/08/2016 | | IN-0502776 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 292 | | | | | | | Bill | | 07/08/2016 | | IN-0500822 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |

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| 4 | | | | | | | Type | | Date | | Num | | Name | | Memo | | Amount |
| 293 | | | | | | | Bill | | 07/08/2016 | | IN-0497618 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 294 | | | | | | | Bill | | 07/08/2016 | | REDACTED | | ADT Security Systems | | REDACTED | | 110.14 |
| 295 | | | | | | | Bill | | 07/21/2016 | | 07/05-07/21 | | A & D Cleaning Service, LLC | | Cleaning | | 375.00 |
| 296 | | | | | | | Bill | | 08/03/2016 | | IN-0513222 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 38.29 |
| 297 | | | | | | | Bill | | 08/03/2016 | | IN-0511256 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 298 | | | | | | | Bill | | 08/03/2016 | | IN-0510196 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 299 | | | | | | | Bill | | 08/03/2016 | | IN-0510195 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 300 | | | | | | | Bill | | 08/03/2016 | | REDACTED | | ADT Security Systems | | REDACTED | | 55.07 |
| 301 | | | | | | | Bill | | 08/03/2016 | | IN-0505190 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 302 | | | | | | | Bill | | 08/03/2016 | | IN-0505169 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 303 | | | | | | | Bill | | 08/03/2016 | | IN-0505188 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 304 | | | | | | | Bill | | 08/04/2016 | | 7/25-28 & 8/1-4 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 305 | | | | | | | Bill | | 08/17/2016 | | 323978 | | Better Termite & Pest Control, Inc. | | Bi Monthly Pest Control Services | | 75.00 |
| 306 | | | | | | | Bill | | 08/18/2016 | | 08-11-15-18 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 307 | | | | | | | Bill | | 08/25/2016 | | IN-0506443 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 308 | | | | | | | Bill | | 08/25/2016 | | IN-0523538 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 309 | | | | | | | Bill | | 08/25/2016 | | REDACTED | | ADT Security Systems | | REDACTED | | 55.07 |
| 310 | | | | | | | Bill | | 08/25/2016 | | IN-0522459 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 107.20 |
| 311 | | | | | | | Bill | | 09/08/2016 | | IN-0530468 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 111.56 |
| 312 | | | | | | | Bill | | 09/08/2016 | | 08/22-25-31 9/1-5-8 | | A & D Cleaning Service, LLC | | Cleaning | | 375.00 |
| 313 | | | | | | | Bill | | 09/22/2016 | | 09/12-09/22 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 314 | | | | | | | Bill | | 09/28/2016 | | IN-0540230 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 315 | | | | | | | Bill | | 09/28/2016 | | REDACTED | | ADT Security Systems | | REDACTED | | 55.07 |
| 316 | | | | | | | Bill | | 09/28/2016 | | IN-0536556 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 167.39 |
| 317 | | | | | | | Bill | | 10/04/2016 | | IN-0543081 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 318 | | | | | | | Bill | | 10/04/2016 | | IN-0543081 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 57.43 |
| 319 | | | | | | | Bill | | 10/06/2016 | | 9/23-26 10/3-6 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 320 | | | | | | | Bill | | 10/11/2016 | | IN-0545213 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 68.62 |
| 321 | | | | | | | Bill | | 10/19/2016 | | IN-0511894 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 322 | | | | | | | Bill | | 10/19/2016 | | IN-0517538 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 323 | | | | | | | Bill | | 10/19/2016 | | IN-0525273 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 324 | | | | | | | Bill | | 10/19/2016 | | REDACTED | | ADT Security Systems | | REDACTED | | 55.07 |
| 325 | | | | | | | Bill | | 10/25/2016 | | IN-0516911 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 326 | | | | | | | Bill | | 10/25/2016 | | IN-0551346 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 327 | | | | | | | Bill | | 10/27/2016 | | 10/10-10/27 | | A & D Cleaning Service, LLC | | Cleaning | | 375.00 |
| 328 | | | | | | | Bill | | 10/31/2016 | | 330238 | | Better Termite & Pest Control, Inc. | | Bi Monthly Pest Control Services | | 75.00 |
| 329 | | | | | | | Bill | | 10/31/2016 | | IN-0553703 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 330 | | | | | | | Bill | | 11/17/2016 | | 10/31-11/17 | | A & D Cleaning Service, LLC | | Cleaning | | 375.00 |
| 331 | | | | | | | Bill | | 11/18/2016 | | IN-0563922 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 152.17 |
| 332 | | | | | | | Bill | | 11/28/2016 | | REDACTED | | ADT Security Systems | | REDACTED | | 55.07 |
| 333 | | | | | | | Bill | | 12/06/2016 | | IN-0568459 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 334 | | | | | | | Bill | | 12/06/2016 | | IN-0567909 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 51.05 |

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| 4 | | | | | | | Type | | Date | | Num | | Name | | Memo | | Amount |
| 335 | | | | | | | Bill | | 12/08/2016 | | Clean-11/21-12/08 | | A & D Cleaning Service, LLC | | Cleaning | | 375.00 |
| 336 | | | | | | | Bill | | 12/15/2016 | | IN-0572016 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 337 | | | | | | | Bill | | 12/15/2016 | | IN-0572006 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 338 | | | | | | | Bill | | 12/15/2016 | | IN-0574139 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 339 | | | | | | | Bill | | 12/22/2016 | | 12/12-12/22-16 | | A & D Cleaning Service, LLC | | Cleaning | | 250.00 |
| 340 | | | | | | | Bill | | 12/30/2016 | | IN-0578279 | | Miller's Office Products, Inc. | | Cleaning & Maint. Supplies | | 0.00 |
| 341 | | | | | | | Bill | | 12/30/2016 | | REDACTED | | ADT Security Systems | | REDACTED | | 55.07 |
| 342 | | | | | | | Total 8170-40 - Maintenance, Cleaning & Repairs | | | | | | | | | | |
| 343 | | | | | | | 8170-50 - Property / GL Insurance | | | | | | | | | | |
| 344 | | | | | | | Bill | | 04/28/2016 | | 0015265202 | | CNA Insurance | | REDACTED Liability Insurance | | 1,858.00 |
| 345 | | | | | | | Bill | | 05/20/2016 | | 0015408646 | | CNA Insurance | | REDACTED Liability Insurance | | 0.00 |
| 346 | | | | | | | Total 8170-50 - Property / GL Insurance | | | | | | | | | | |
| 347 | | | | | | | 8170-60 - Assoc Fees, Rent & Storage | | | | | | | | | | |
| 348 | | | | | | | Bill | | 01/01/2016 | | RHS-0116 | | Round House Sq UOA | | Association Fee LNC-01 | | 295.00 |
| 349 | | | | | | | Credit Card Charge | | 01/04/2016 | | | | Public Storage, Inc. | | BB&T Storage Rent | | 429.00 |
| 350 | | | | | | | Credit Card Charge | | 02/01/2016 | | | | U-Haul International - AMERCO, Inc. | | BB&T Storage Moving Expense | | 307.00 |
| 351 | | | | | | | Bill | | 02/01/2016 | | RHS-0216 | | Round House Sq UOA | | Association Fee LNC-01 | | 295.00 |
| 352 | | | | | | | Credit Card Charge | | 02/04/2016 | | | | Public Storage, Inc. | | BB&T Storage Rent | | 31.66 |
| 353 | | | | | | | Credit Card Charge | | 02/04/2016 | | | | U-Haul International - AMERCO, Inc. | | BB&T Storage Moving Expense | | 65.03 |
| 354 | | | | | | | Bill | | 03/01/2016 | | RHS-0316 | | Round House Sq UOA | | Association Fee LNC-01 | | 295.00 |
| 355 | | | | | | | Bill | | 04/01/2016 | | RHS-0416 | | Round House Sq UOA | | Association Fee LNC-01 | | 295.00 |
| 356 | | | | | | | Bill | | 05/01/2016 | | RHS-0516 | | Round House Sq UOA | | Association Fee LNC-01 | | 295.00 |
| 357 | | | | | | | Check | | 06/01/2016 | | 16060101 | | Round House Sq UOA | | Association Fee | | 295.00 |
| 358 | | | | | | | Check | | 07/01/2016 | | 0716-01 | | Round House Sq UOA | | Association Fee | | 295.00 |
| 359 | | | | | | | Check | | 08/01/2016 | | 160801001 | | Round House Sq UOA | | Association Fee | | 295.00 |
| 360 | | | | | | | Check | | 09/01/2016 | | RHS-0916 | | Round House Sq UOA | | Association Fee | | 295.00 |
| 361 | | | | | | | Check | | 10/01/2016 | | 161001001 | | Round House Sq UOA | | Association Fee | | 295.00 |
| 362 | | | | | | | Check | | 11/01/2016 | | 16110101 | | Round House Sq UOA | | Association Fee | | 295.00 |
| 363 | | | | | | | Check | | 12/01/2016 | | ACH1201161 | | Round House Sq UOA | | Association Fee | | 295.00 |
| 364 | | | | | | | Total 8170-60 - Assoc Fees, Rent & Storage | | | | | | | | | | |
| 365 | | | | | | | Total 8170 - Occupancy Expenses | | | | | | | | | | |
| 366 | | | | | | | Total 8100 - Admin & Overhead Expense | | | | | | | | | | |
| 367 | | | | | | | 8200 - Professional Services | | | | | | | | | | |
| 368 | | | | | | | 8210 - Legal | | | | | | | | | | |
| 369 | | | | | | | 8210-10 - Legal - General | | | | | | | | | | |
| 370 | | | | | | | Bill | | 02/01/2016 | | LP Legal 01/16 | | Hall, Oliver | | Legal Retainer | | 3,000.00 |
| 371 | | | | | | | Bill | | 03/01/2016 | | LP-Legal-0216 | | Hall, Oliver | | Legal Retainer | | 3,000.00 |
| 372 | | | | | | | Bill | | 03/31/2016 | | 81104185149 | | CSC - Corp. Services Co. | | Annual Report Filing | | 160.00 |
| 373 | | | | | | | Bill | | 03/31/2016 | | 81104183078 | | CSC - Corp. Services Co. | | Annual Report Filing | | 215.00 |
| 374 | | | | | | | Bill | | 03/31/2016 | | LP Legal 03/16 | | Hall, Oliver | | Legal Retainer | | 3,000.00 |
| 375 | | | | | | | Bill | | 04/29/2016 | | LP-Legal 04/16 | | Hall, Oliver | | Legal Retainer | | 3,000.00 |

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| | | | | | | | Type | | Date | | Num | | Name | | Memo | | Amount |
| 4 | | | | | | | | | | | | | | | | | |
| 376 | | | | | | | Bill | | 05/31/2016 | | LP-Legal-0516 | | Hall, Oliver | | Legal Retainer | | 3,000.00 |
| 377 | | | | | | | Bill | | 06/30/2016 | | LP Legal 0616 | | Hall, Oliver | | Legal Retainer | | 3,000.00 |
| 378 | | | | | | | Bill | | 07/31/2016 | | LP-Legal-0716 | | Hall, Oliver | | Legal Retainer | | 4,500.00 |
| 379 | | | | | | | Bill | | 08/31/2016 | | LP Legal 0816 | | Hall, Oliver | | Legal Retainer | | 4,500.00 |
| 380 | | | | | | | Bill | | 09/30/2016 | | LP Legal 0916 | | Hall, Oliver | | Legal Retainer | | 4,500.00 |
| 381 | | | | | | | Bill | | 10/31/2016 | | LP Legal 10/16 | | Hall, Oliver | | Legal Retainer | | 4,500.00 |
| 382 | | | | | | | Bill | | 11/30/2016 | | LP Legal 1116 | | Hall, Oliver | | Legal Retainer | | 4,500.00 |
| 383 | | | | | | | Bill | | 12/22/2016 | | 77160412 | | CSC - Corp. Services Co. | | Annual Reg Rep Fee | | 712.00 |
| 384 | | | | | | | Bill | | 12/30/2016 | | LP Legal 1216 | | Hall, Oliver | | Legal Retainer | | 4,500.00 |
| 385 | | | | | | | Total 8210-10 - Legal - General | | | | | | | | | | 46,087.00 |
| 386 | | | | | | | 8210-20 - Legal - Proactive | | | | | | | | | | |
| 387 | | | | | | | Bill | | 02/18/2016 | | LNCvFEC | | Gura, PLLC | | Legal LNC v FEC | | 441.47 |
| 388 | | | | | | | Total 8210-20 - Legal - Proactive | | | | | | | | | | 441.47 |
| 389 | | | | | | | Total 8210 - Legal | | | | | | | | | | 46,528.47 |
| 390 | | | | | | | Total 8200 - Professional Services | | | | | | | | | | 46,528.47 |
| 391 | | | | | | | TOTAL | | | | | | | | | | 467,251.58 |

2016 Budget

| | * Annual Budget 2016 |
|--|-------------------------------------|
| Support and Revenue | |
| 20-Membership Dues | 415,000 |
| 21-Donations | 318,800 |
| 22-Recurring Gifts | 329,300 |
| 23-Board/ED Solicitation Major Gifts | 60,000 |
| 24-Convention Revenue | 240,000 |
| 25-Project Program Revenue | 10,000 |
| 26-Brand Dev / Political Materials Rev | 316,269 |
| 27-Ballot Access & Related Donations | 213,700 |
| 28-Membership Communication | 4,800 |
| 29-Other Revenue | 0 |
| Total Support and Revenue | 1,907,869 |
| Cost of Support and Revenue | |
| 32-Fundraising Costs | 201,364 |
| 33-Membership Fundraising Costs | 127,200 |
| 35-Convention | 200,000 |
| 36-Ballot Access Fundraising Exp | 16,800 |
| 37-Building Fundraising Exp | 0 |
| Total Cost of Support and Revenue | 545,364 |
| Net Support Available for Programs | 1,362,505 |
| Program Expense | |
| 40-Administrative Costs | 310,050 |
| 45-Compensation | 448,800 |
| 50-Affiliate Support | 55,000 |
| 55-Brand Dev / Political Materials | 366,269 |
| 58-Campus Outreach | 1,000 |
| 60-Candidate, Campaign & Initiatives | 49,000 |
| 70-Ballot Access VR & Related Exp | 390,000 |
| 75-Litigation | 20,000 |
| 80-Media | 10,000 |
| 85-Member Communication | 62,500 |
| 88-Outreach | 5,200 |
| 90-Project Program Other | 0 |
| Total Program Expense | 1,717,819 |
| Total Net Operating Surplus (or Deficit) | (355,314) |
| Unrestricted Net Operating Surplus (or Def) | (19,814) |

Note: \$3,464.00 budgeted capital expenses plus release to pay off mortgage



JOHN C. LINCOLN

LAW OFFICES

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State Bar of Arizona
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ERAKA I. ELLISON Legal Assistant

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Fax 602.955.9790
www.johnclincolnlaw.com
john@johnclincolnlaw.com
michelle@johnclincolnlaw.com
eraka@johnclincolnlaw.com

June 3, 2015

**VIA E-MAIL whall@wnj.com &
FIRST-CLASS MAIL**

William W. Hall, Esq.
Warner Norcross & Judd, LLP
900 Fifth Third Center
111 Lyon Street NW
Grand Rapids, MI 49503-2487

Re: *The Joseph Shaber Revocable Trust*

Dear Bill:

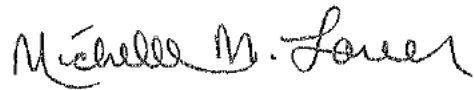
General Counsel for the FEC called me after reviewing our request for the advisory opinion to discuss the Consolidated and Further Continuing Appropriations Act ("CFCAA"), which amended contribution limits to national party committees effective January 1, 2015. Specifically, national party committees are permitted to set up three segregated accounts under which a national party committee can accept up to \$100,200 per year as of 2015 into each account from an individual donor. See 52 U.S.C. § 30116(a)(1)(B) and (a)(9). The limits of each segregated account, like other contribution limits, is indexed for inflation. We also understand from public filings that the Libertarian National Committee, Inc. ("LNC") has accepted contributions into its segregated headquarters buildings fund account.

Because the full residual share to the LNC from the Trust will be approximately \$191,600, we understand our client, the Trustee, will have to make distributions to two of the LNC's segregated accounts to comply with the CFCAA. Therefore, please let us know how our client should make the two checks payable and in what amounts.

Shaber
June 4, 2015
Page 2

We are happy to learn that the CFCAA offers this other option for our client to distribute the LNC's share and avoid the time, process, and expense of pursuing the FEC advisory opinion. We look forward to hearing from you soon.

Sincerely,

A handwritten signature in black ink, reading "Michelle M. Lauer". The signature is fluid and cursive, with the first name "Michelle" and last name "Lauer" clearly legible.

MICHELLE M. LAUER
For the Firm

cc: Alexina Shaber, Trustee

Subject: Re: [Lnc-business] Added Mortgage Payment
From: Caryn Ann Harlos <carynannharlos@gmail.com>
Date: 11/29/2016 5:32 PM
To: "lnc-business@hq.lp.org" <lnc-business@hq.lp.org>

Okay that's what I thought. Yet I think the argument can still be made that we should have the right to put where we wish - but yes, a strategic legal question.

Not one I am sure is worth blowing a ton of interest on if this is the only way to get principle paid down.

On Tuesday, November 29, 2016, Nicholas Sarwark <chair@lp.org> wrote:

We are suing the Federal government over the limitations on how much we can take from a bequest in a particular year. One of their arguments is that we could take more if we put it into their special segregated accounts (building, convention, and legal); we have argued that we want it for operating funds to do political work, not to put it in a special bucket.

-Nick

On Tue, Nov 29, 2016 at 12:45 PM, Caryn Ann Harlos
<carynannharlos@gmail.com> wrote:

> Details? I know tangentially what you mean but not fully.

>

>

> On Tuesday, November 29, 2016, Nicholas Sarwark <chair@lp.org> wrote:

>>

>> Drawing money from the current bequest into any account other than the
>> operating account may have a negative impact on pending Federal
>> litigation.

>>

>> -Nick

>>

>> On Tue, Nov 29, 2016 at 12:00 PM, Caryn Ann Harlos

>> <carynannharlos@gmail.com> wrote:

>> > My suggestion though would require paying the 105K (approx) during one
>> > year

>> > (this one most likely) and then having the re-set for what we can draw

>> > from

>> > the bequest next year.

>> >

>> > Basically I am suggesting taking full advantage of what we can get from

>> > the

>> > bequest to put towards this.

>> >

>> > This would seem to satisfy a lot of issues.

>> >

>> > Again, not saying I support but it is an alternative I thought about. It

>> > seems (?) everyone is in agreement on the make-up we need to do from the



JOHN C. LINCOLN
LAW OFFICES

JOHN C. LINCOLN Certified Specialist in Estate and Trust Law,
State Bar of Arizona
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john@johnclincollaw.com
michelle@johnclincollaw.com
eraka@johnclincollaw.com

June 15, 2015

**VIA CERTIFIED MAIL,
RETURN RECEIPT REQUESTED**

Federal Election Commission
Office of General Counsel
999 E Street, N.W.
Washington, D.C. 20463
Attn: Amy Rothstein and Esther Gyory
Assistant General Counsel

Re: Amended Request for Advisory Opinion

Dear Counsel:

As you know, we represent Alexina Shaber in her capacity as trustee of the Joseph Shaber Revocable Living Trust U/T/D February 11, 2010 (the Trust). The Trust directs our client to make specific and residuary distributions to the National Libertarian Party, also known as the Libertarian National Committee, Inc. (LNC), in excess of the annual contribution limit pursuant to 52 U.S.C. § 30116(a)(1)(B). After some discussions, you asked us to explain why our client cannot distribute the LNC's share of the Trust to the segregated accounts it may have established under the Consolidated and Further Continuing Appropriations Act (CFCAA). The reason is simple and supported for centuries by the laws of equity: A trustee cannot dictate how a beneficiary receives his/her share unless directed by the settlor in the trust instrument to do so. *See* Restatement (Second) of Trusts §§ 164-169 (1959).

The primary duty of a trustee is to follow in good faith the terms and purposes of the trust. *See* Uniform Trust Code § 801 cmt. (Nat'l Conf. Comm. on Uniform State Laws 2010). Specifically, a trustee's job is to carry out the settlor's last wishes and distribute or manage

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the trust property according to the terms of the trust. In administering the trust, the trustee must comply with the obligation not to place the interests of others above those of the beneficiaries. *Id.*

Perhaps the most fundamental duty charged to the trustee is the duty of loyalty to administer the trust solely in the interests of the beneficiaries. *See* Restatement (Second) of Trusts § 170(1) (1959). A trustee's duty of loyalty to the beneficiaries is a principle sometimes expressed as the obligation of the trustee not to place the trustee's own interests over those of the beneficiaries. *See* Uniform Trust Code § 802 cmt. (Nat'l Conf. Comm. on Uniform State Laws 2010).

The LNC declined to accept our client's proposal to distribute its share to the segregated accounts authorized by the CFCAA. The Trustee has no power to require that the beneficiary accept the beneficiary's share in a way not required by the Settlor. The Settlor directed that the distribution be made to the LNC outright. It is therefore entirely up to the LNC how it wishes to apply the distribution.

Therefore, on behalf of our client, we request an advisory opinion on whether our client as trustee would comply with federal election law if she were to engage an independent third party escrow agent, not controlled by the LNC, to receive the LNC's distributions under specific restrictive instructions to distribute annually to the LNC only the annual contribution limit permitted under said federal election law.

The Facts:

Joseph Shaber, as settlor and original trustee, established the Trust by executing a trust declaration on February 11, 2010. Pursuant to Article 5.1(e) of the Trust, the trustee is to distribute a specific monetary gift in the amount of \$50,000 to the LNC upon the settlor's death. In addition, pursuant to Articles 5.4(a) and (b), the trustee is also to distribute fifty percent of the residue of the trust estate to the LNC upon the settlor's death. Enclosed is a copy of the relevant Articles of the Trust as Exhibit A.

The settlor passed away on August 23, 2014, and therefore the Trust became irrevocable. Our client, Ms. Shaber, became the successor trustee pursuant to Article 7.2 of the Trust. On or about February 23, 2015, our client distributed to the LNC a portion of the specific monetary gift, the sum of \$33,400, in compliance with the federal election law contribution limit. The LNC is entitled to the balance of \$16,600 from the \$50,000 specific gift.

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In addition, our client has the duty to distribute fifty percent of the residue of the trust estate to the LNC. The LNC's said share is approximately \$175,000. Our client will have to keep the trust administration open for an estimated period of six years in order to distribute the LNC's full share of approximately \$191,600 given the contribution limit. This will require the Trust to incur ongoing fees, costs and expenses of administration, including annual tax filings, for six years and adversely impact the LNC's ultimate share amount. Our client would like to avoid extending the trust administration and its related expenses by taking the following action if doing so will not violate federal election law. Specifically, our client proposes to make a final distribution of the LNC's full share under the Trust to an independent third party escrow agent, not controlled by the LNC. The escrow agent would maintain the funds until exhausted and distribute annually to the LNC only the allowed contribution limit.

Existing Authority:

The existing authority seems to support the action our client wishes to take in distributing the LNC's share to an independent third party escrow agent. Namely, Advisory Opinion 1999-14 reversed earlier advisory opinions that permitted a political committee to set up a separate bank account under the political party's control to take testamentary bequests exceeding contribution limitations, with the promise it would not disburse to itself more than the annual limit, or otherwise benefit (e.g., via a pledge) from the funds held in the segregated account. This Advisory Opinion focused on 11 CFR 110.1, the regulation that discusses contribution limits, and concluded that federal election law was violated because the entire contribution had been delivered to the political committee in such a segregated account under the control of the political committee.

Advisory Opinion 2004-02 is instructive in that it authorizes testamentary trusts (trust created in a Will) to distribute a bequest in installments equal to the annual contribution limit over a period of years. The Advisory Opinion makes the point that a bequest can be spread out over a period of years, so long as control is not turned over to the political committee.

Analysis:

The facts in our case are distinguishable from those in Advisory Opinions 1999-14 and 2004-02. Our client proposes to deliver the LNC's full share to an independent third

party escrow agent with no control available to the LNC to compel disbursements to itself. Our client intends to instruct the escrow agent not to make distributions over the contribution

ADR003

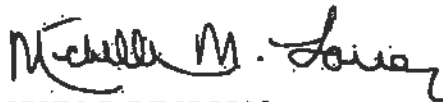
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limits permitted. This appears to comply with the authority of Advisory Opinion 1999-14.

Also, the independent third party escrow agent would spread the LNC's share of the Trust over a period of years and only distribute the annual contribution limit until the funds are exhausted. The LNC will have no control over the escrow agent or the funds maintained by the escrow agent. Neither our client or the escrow agent will be an officer, director, employee, member, agent, or affiliated organization of the LNC. Enclosed as Exhibit B is the proposed Escrow Agreement for your review. Our client's proposed action appears to comply with the authority in Advisory Opinion 2004-02.

Nevertheless, we defer to the FEC's analysis and look forward to your advisory opinion. Please let us know if we can provide further information to assist you.

Sincerely,



JOHN C. LINCOLN
MICHELLE M. LAUER

cc: Alexina Shaber, Trustee

AOR004

Libertarian Party

2600 Virginia Avenue NW, Suite 200
Washington, DC 20037
(202) 333-0008 • LP.org

April 26, 2014

Dear [name],

Thank you for supporting our David F. Nolan Memorial Headquarters Office Fund.

I'm happy to report that the Libertarian National Committee has just closed on a new office in Alexandria, Virginia.

We did it! We're moving!

We have several upcoming expenditures we need your additional help with.

According to our records, you have donated [amount] to the fund, which gives you the donor level of **[level]!**

These are the donor levels:

- **\$25,000 or more – Nolan Liberty Room**
- **\$10,000 or more – Nolan Founder**
- **\$5,000 or more – Nolan Hero of Liberty**
- **\$1,000 or more – Nolan Benefactor of Liberty**
- **\$500 or more – Nolan Defender of Liberty**
- **\$250 or more – Nolan Friend of Liberty**
- **\$100 or more – Nolan Advocate of Liberty**

If you donate an additional [higheramount], then you'll rise to the level of **[higherlevel]**.

As long as your total donation reaches \$100 or more, your name will appear as follows:
[fullname]

Our new office is a modern, recently renovated, all-brick end unit of a town house style building, and it's only three blocks away from a major Metro subway stop. The purchase price is \$825,000. And the address is 1444 Duke Street in Alexandria, Virginia.

I hope to have better photos for you soon, but here's a view of the main entrance.



1444 Duke Street

I am very happy about our choice. Our current estimate is that we'll save over \$6,200 per month after the move.

We hope to have the move completed within the next month or so.

Right before closing, we had (\$333,500) in our Nolan Memorial Office Fund, plus (\$61,255) in pledges to the fund. (But those are pledges, not money in the bank.)

Our mortgage down payment was \$325,000.

Estimates of other related expenditures:

- \$7,500 in closing costs
- \$30,000 for renovations, modifications, and permits
- \$15,000 for furniture
- \$20,000 for moving expenses

That's about \$397,500 in total cash we need to have raised by the end of May. So we're still (\$64,000) short.

If all of the pledges come in, we'll have (\$394,755), still (\$2,745) short. But we can't count on all of the pledges coming in. (And several thousand dollars of the pledges are for future years.)

We need to bring in (\$64,000) by the end of May.

One of our pledges is for \$32,400 from a reliable major donor, so we're counting on that coming in.

Please help me collect the other (\$31,600) ASAP. Please send the best donation you can in the enclosed envelope.

All funds raised go into a separate account and are dedicated to the Nolan Memorial Headquarters Office, and will be restricted for use toward the associated purchase, furnishing, renovation, and moving expenses.

If we raise extra money, that's even better. It will be restricted to the office fund, and we can use it to pay down the mortgage.

Our National Chair, Geoff Neale, just signed the final closing documents yesterday. It's a big commitment, and as soon as possible, I'd like to be able to tell our chairman we have all the money in the bank we need.

By the way, Geoff and Nancy Neale donated \$10,000 to the Office Fund this past March.

Thanks again for your past support. If you can make another donation today, I sure would appreciate it.

Once again, if you donate an additional **[higheramount]**, then you'll rise to the level of **[higherlevel]**

But any amount is helpful.

You can donate using the enclosed form and envelope, or call 1-800-ELECT-US, or donate online at LP.org/office-fund.

Sincerely,



Wes Benedict, Executive Director
Libertarian Party

P.S. Please help us finish the move. Please send your best donation in the enclosed envelope. You can also donate online at LP.org/office-fund, or call 1-800-ELECT-US.

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA

LIBERTARIAN NATIONAL COMMITTEE, INC.,) Case No. 1:16-CV-0121-BAH
)
Plaintiff,)
)
v.)
)
FEDERAL ELECTION COMMISSION,)
)
Defendant.)
)

DECLARATION OF ROBERT KRAUS

I, Robert Kraus, declare the following based on my personal knowledge:

1. I am the Operations Director of the Libertarian National Committee, Inc. (“LNC”), a position I have held for the past eleven years.

2. On October 14, 2014, the LNC received a letter dated October 9, 2014, notifying it for the first time that it would receive a bequest from Joseph Shaber’s trust. The amount due the LNC from the Shaber bequest was not finally determined until September, 2015.

3. The LNC did not voluntarily forego any payment in 2014.

4. The first payment received by LNC from the Shaber bequest was a payment of \$33,400, received on February 25, 2015.

5. In 2015, the LNC did not hold a presidential nominating convention. The LNC spent no money on a presidential nominating convention in 2015.

6. In 2015, the LNC spent \$7,260.61 with respect to the preparation for and the conduct of legal proceedings.

7. In 2015, the LNC spent a total of \$72,827.11 on its headquarters, including mortgage payments, utilities, property taxes, maintenance, cleaning, insurance, and association fees.

Executed this the 2nd day of May, 2016.

I declare under penalty of perjury that the foregoing is true and correct.


Robert Kraus