



Federal Election Commission
Washington, DC 20463

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

January 21, 2010

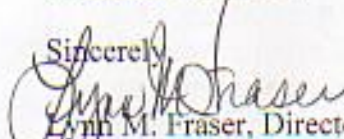
Mark Pruner
PO Box 3
Clarksburg, CA 95612

Re: ADR 512 & 513
Yolo County Democratic Central Committee
Davis Democratic Club

Dear Mr. Pruner:

This letter is to advise you of the outcome of the complaint which you filed with the Federal Election Commission (FEC/Commission) on September 1, 2009 against Yolo County Democratic Central Committee and Davis Democratic Club. After receiving a reply from Respondents, the Commission evaluated the case and assigned it to the Alternative Dispute Resolution Office (ADR Office). The ADR Office entered into negotiations with counsel for Respondents. The purpose of the negotiations was to achieve a satisfactory resolution of the issues involved in the complaint and, at the same time, promote compliance with the Federal Election Campaign Act of 1971, as amended. Those negotiations resulted in an agreement that was approved by the Commission on January 14, 2010. A copy of the agreement is enclosed.

The settlement agreement will be made part of the record that is released to the public. In addition, as of January 1, 2004, the Commission will also place on the record copies of the complaint, correspondence exchanged between Respondent(s) and this office prior to entry into settlement negotiations and reports prepared for the Commission by this office to assist in its consideration of this matter. The Commission is obliged by federal statute to place on the public record documents in closed enforcement and alternative dispute resolution cases; accordingly, copies of documents relative to this matter will be forwarded shortly to the FEC's Public Information Office.

Sincerely,

Lynn M. Fraser, Director
Alternative Dispute Resolution Office

Enclosure: Agreement

RECEIVED JAN 26 2010



Federal Election Commission
Washington, DC 20463

Case Number: ADR 512
Source: MUR 6036
Case Name: Yolo County Democratic Central Committee
Case Number: ADR 513
Source: MUR 6043
Case Name: Davis Democratic Club

NEGOTIATED SETTLEMENT

These matters were initiated by signed, sworn and notarized complaints filed by Mark Pruner. Following review of these matters, and in an effort to promote compliance with the Federal Election Campaign Act of 1971, as amended, (FECA) and resolve these matters, the Federal Election Commission (Commission) entered into negotiations with William Julian II representing the Yolo County Democratic Central Committee and William Julian II, in his official capacity as Treasurer (YCDCC), and the Davis Democratic Club and Elizabeth Weir, in her official capacity as Treasurer (DDC) (collectively Respondents). It is understood that this agreement will have no precedential value relative to any other matters coming before the Commission.

Negotiations between the Commission and Respondents addressed the issues raised in these complaints. The parties agree to resolve the matter according to the following terms:

1. The Commission entered into this agreement as part of its responsibility for administering the FECA, and in an effort to promote compliance on the part of Respondents. The Commission's use of alternative dispute resolution procedures (ADR) is guided by "The Administrative Dispute Resolution Act of 1996," 5 U.S.C. § 572 and is an extension of 2 U.S.C. § 437g.
2. Respondents voluntarily enter into this agreement with the Commission.
3. In ADR 512, the Complainant alleges that the YCDCC is a political committee as defined by 2 U.S.C. § 431(4), and is required to register with the FEC and file reports of receipts and disbursements. The complaint goes on to allege that YCDCC has been receiving sufficient contributions and making expenditures since 2002 without registering with the Commission. The Complainant cites one example of potential federal expenditure in 2004, which was a \$5,000 contribution to MoveOn.
4. In ADR 513, the Complainant alleges that the Davis Democratic Club is also a political committee as defined by 2 U.S.C. § 431(4), and is required to register with

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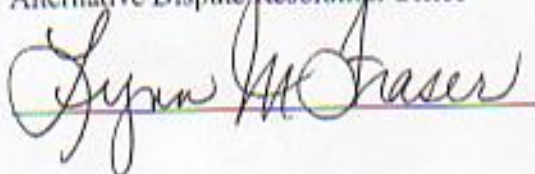
the FEC and file reports of receipts and disbursements. In support of his allegations that the DDC is a political committee as defined by the Act, Complainant alleges that from 2002 - 2007 the DDC received contributions totaling approximately \$82,000 and made expenditures totaling approximately \$84,000 which appear to have been received and expended in support of "federal election purposes."

5. Groups meeting one of the definitions of "political committee" at 2 U.S.C. § 431(4) must register with the Commission and file periodic reports of receipts and disbursements. 2 U.S.C. §§ 433(a) and 434(a). Three categories of organizations are included in the definition of political committee at 2 U.S.C. § 431(4): (A) a general category for "any committee, club, association, or other group of persons" that receives "contributions" or makes "expenditures" in excess of certain thresholds; (B) a "separate segregated fund" established under Section 441b(b) of the Act; and (C) a "local committee of a political party" that exceeds certain monetary thresholds for "contributions" or "expenditures" it made, payments it made for party activities that are otherwise exempted from the definitions of "contribution" and "expenditure," and for "contributions" that it received. 2 U.S.C. § 431(4)(A)-(C).
6. Respondents contend that YCDCC registered with the Commission in July 2008, as soon as they believed they qualified as a political committee. Respondents further contend that it is difficult to analyze, definitively, if YCDCC may have inadvertently qualified as a political committee in 2004 due to a scarcity of records which would allow them to assess the local, state and federal activity.
7. Respondents contend that DDC is not a political committee under the definition in 11 C.F.R. § 100.5, and that its activities in connection with federal elections are *de minimis*. The newspaper advertisement referred to in the complaint DDC members considered as being submitted and paid for by the several hundred individually-named club members listed, and not by the group. The DDC concedes that it may have inadvertently failed to file a notice of an independent expenditure with the Commission.
8. YCDCC, in an effort to avoid similar errors in the future, agrees to: (a) contract with a compliance specialist within thirty (30) days of the effective date of this agreement; (b) develop and maintain an internal reporting and control system to track all contributions and expenditures with appropriate allocations within thirty (30) days of the effective date of this agreement; (c) send two representatives to a FEC conference within twelve (12) months of the effective date of this agreement; and (d) pay a civil penalty of \$1,500 within thirty (30) days of the effective date of this agreement.
9. DDC, in an effort to avoid similar errors in the future and resolve this matter, agree to: (a) designate a DDC officer as the compliance specialist who will evaluate each campaign-related activity for compliance with state law and the FECA within thirty (30) days of the effective date of this agreement; and (b) send a representative to a FEC conference within twelve (12) months of the effective date of this agreement.

10. Respondents agree that all information provided to resolve this matter is true and accurate to the best of their knowledge and that they sign this agreement under penalty of perjury pursuant to 28 U.S.C. § 1746.
11. The parties agree that if Respondents fail to comply with the terms of this settlement, the Commission may submit any unpaid civil penalty to the U.S. Treasury for collection or undertake civil action in the U.S. District Court for the District of Columbia to secure compliance.
12. This agreement shall become effective on the date signed by all parties and approved by the Commission. Respondents shall comply with the terms of this agreement as set out in paragraphs 8 and 9 above.
13. This Negotiated Settlement constitutes the entire agreement between the parties on ADR 512 (MUR 6036) and ADR 513 (MUR 6043), and resolves those issues identified in paragraph 3 and 4 above. No other statement, promise or agreement, either written or oral, made by either party, not included herein, shall be enforceable.

FOR THE COMMISSION:

Lynn M. Fraser, Director
Alternative Dispute Resolution Office



1/14/2010
Date Signed

FOR THE RESPONDENTS:



William Julian II
Representing the Yolo County Democratic Central
Committee and William Julian II, Treasurer and the
Davis Democratic Club and Elizabeth Weir, Treasurer

12/4/2009
Date Signed

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)
)
Yolo County Democratic Central) ADR 512 and ADR 513
Committee and William Julian II,)
Treasurer (MUR 6036); Davis)
Democratic Club and Elizabeth Weir,)
Treasurer (MUR 6043))

CERTIFICATION

I, Darlene Harris, Deputy Secretary of the Federal Election Commission, do hereby certify that on January 14, 2010, the Commission decided by a vote of 6-0 to take the following actions in ADR 512 and ADR 513:

1. Approve the settlement agreement of Yolo County Democratic Central Committee and William Julian II, Treasurer and Davis Democratic Club and Elizabeth Weir, Treasurer, as recommended in the Memorandum from the Chief Compliance Officer and the Director, ADR Office dated December 16, 2009.
2. Approve the appropriate letters.
3. Close the file on this matter.

Commissioners Bauerly, Hunter, McGahn II, Petersen, Walther, and Weintraub voted affirmatively for the decision.

Attest:

January 14, 2010
Date

Darlene Harris
Darlene Harris
Deputy Secretary of the Commission