



**Federal Election Commission
Washington, DC 20463**

January 20, 2010

William Julian
43556 Almond Lane
El Macero, CA 95618

Re: ADR 512 & 513
Yolo County Democratic Central Committee and William Julian, Treasurer,
Davis Democratic Club and Elizabeth Wier, Treasurer

Dear Mr. Julian:

Enclosed is the signed copy of the agreement resolving the referral initiated on September 1, 2009 by the Federal Election Commission ("FEC/Commission") involving the Yolo County Democratic Central Committee and Elizabeth Wier, Treasurer, as well as the Davis Democratic Club and William Julian, Treasurer ("Respondents"). The consolidated agreement resolving ADR 512 & ADR 513 was approved by the Commission on January 14, 2010 – the effective date of the agreement.

Note the specific time frames for compliance in paragraph 8 of the agreement. **Please forward to this office, a statement confirming Respondent's compliance with the terms listed in the aforementioned agreement.** The letter should note the dates on which Respondents satisfied each of the terms listed in paragraph 8, and contain the ADR caption and case number. **The civil penalty payment should be sent to the attention of the Accounting/Finance Office of the FEC. The civil penalty under the agreement is due on or before February 12, 2010. Please put the ADR case number on the civil penalty check as well, to ensure crediting to the correct case.**

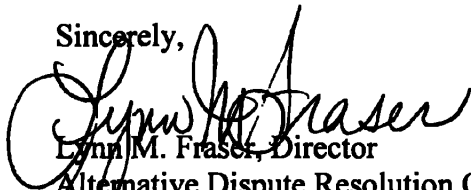
As you are aware, the settlement agreement will be made part of the record that is released to the public. The Commission will also place on the record copies of the complaint/referral, correspondence exchanged between your office and this office prior to our entry into settlement negotiations and reports 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.

This agreement resolves the matter that was that was brought to the attention of the FEC by Mark Pruner regarding an alleged violation of the federal election campaign

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laws. I appreciate your assistance in effectively resolving this matter and bringing the case to a mutually acceptable conclusion.

Sincerely,


Lynn M. Fraser, Director
Alternative Dispute Resolution Office
202-694-1665

Enclosure: Agreement

cc: Chris Wedderburn, Finance and Accounting Office
Room 819



**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

Case Number: **ADR 512**
Source: MUR 6036
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Source: MUR 6043
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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."

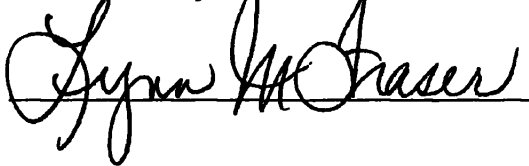
5. Groups meeting one of the definitions of "political committee" at 2 U.S.C. § 431(4) must register with the Commission and file periodic reports of receipts and disbursements. 2 U.S.C. §§ 433(a) and 434(a). Three categories of organizations are included in the definition of political committee at 2 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.

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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