



Federal Election Commission
Washington, DC 20463

June 29, 2011

Cleta Mitchell, Esq.
Foley & Lardner LLP
3000 K Street, NW Suite 600
Washington, DC 20007-5109

Re: ADR 562 (MUR 6426)
Joe Miller for US Senate and Bernadette C. Koppy, Treasurer, and Thomas R. Wickwire

Dear Ms. Mitchell:

Enclosed is the signed copy of the agreement resolving the complaint initiated on November 8, 2010 with the Federal Election Commission ("FEC/Commission") against Joe Miller for US Senate and Bernadette C. Koppy, Treasurer, and Thomas R. Wickwire ("Respondents"). The agreement for ADR 562 (MUR 6426) was approved by the Commission on June 28, 2011 – the effective date of the agreement.

Note the specific time frames for compliance in paragraph 6 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 the term specified in paragraph 6, and contain the ADR caption and case number.

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, correspondence exchanged between Respondents 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 that was brought to the attention of the FEC by Andrée McLeod regarding an alleged violation of the federal election campaign 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



Federal Election Commission
Washington, DC 20463

Case Number: ADR 562
Source: MUR 6426
Case Name: Joe Miller for US Senate

NEGOTIATED SETTLEMENT

This matter was initiated by a signed, sworn and notarized complaint filed by Andrée McLeod with the Federal Election Commission (Commission). Following review of the matter, and in an effort to promote compliance with the Federal Election Campaign Act of 1971, as amended, (FECA) and resolve this matter, the Commission entered into negotiations with Cleta Mitchell, Esq., representing Joe Miller for US Senate and Bernadette C. Koppy, in her official capacity as Treasurer (the Committee) and Thomas R. Wickwire (Respondent Wickwire) (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 this complaint. The parties agree to resolve the matter according to the following terms:

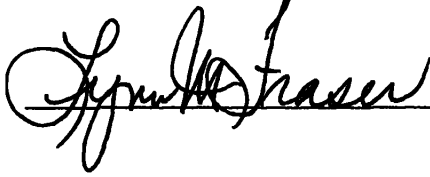
1. The Commission entered into this agreement as part of its responsibility for administering the FECA, and in an effort to promote compliance on the part of Respondents. The Commission's use of alternative dispute resolution procedures (ADR) is guided by "The Administrative Dispute Resolution Act of 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. Andrée McLeod filed a complaint that alleges the Committee did not properly disclose transactions associated with campaign flights in which the Committee used a private plane owned Respondent Wickwire in violation of the FECA. The complaint further alleges that the reports filed by the Committee failed to disclose, or disclosed inaccurately, expenditures for flights during the campaign.
4. A Senate candidate, and any authorized committee of such candidate, shall not make any expenditure for travel on a noncommercial aircraft for travel as provided in 11 CFR §100.93(a)(3)(v), and the pro rata share per campaign traveler of the normal and usual charter fare or rental charge for travel on a comparable aircraft of comparable size, as provided in 11 CFR §100.93(c), is paid by the candidate, the authorized committee, or other political committee on whose behalf the travel is conducted, to the owner, lessee, or other person who provides the aircraft within seven calendar days after the date the flight began. 2 U.S.C. § 439a(c), 11 C.F.R. § 113.5(a). The unreimbursed value of transportation provided to any campaign traveler is an in-kind contribution from the service provider to the candidate or political committee on whose behalf, or with whom,

the campaign traveler traveled. Such contributions are subject to the reporting requirements, limitations and prohibitions of the FECA. 11 C.F.R. § 113.5(d).

5. Respondents acknowledge there were some omissions on the Committee's reports due to confusion over Respondent Wickwire's understanding of the Federal Aviation Administration's (FAA) regulations, which he understood limited him to only allowing a passenger to pay for operating costs (basically fuel) and prohibiting him from charging charter rates because he did not have a Pilot 135 Certificate (Air Taxi/Charter). After clarification by the FAA that there is an exception if federal law requires the pilot to receive payment for carrying a candidate, agent or person traveling on behalf of a candidate, Respondent Wickwire made an in-kind contribution of \$2,400 for the primary election and \$2,400 for the general election. Respondents used a calculation of \$260 per hour for comparable charter flights to determine the total amount due for the flights. The Committee reimbursed Respondent Wickwire \$3,030, after deducting previous payments made in the amount of \$550 for fuel, and the in-kind contributions. The Committee also filed amended reports reflecting the in-kind contributions and the expenditures for the charter flight costs.
6. Respondents, in an effort to resolve this matter, agree to work with Commission staff to terminate the Committee's reporting obligations within sixty (60) days of the effective date of this agreement. In addition, in the event of a future candidacy, Respondents agree to communicate more fully with the Federal Election Commission seeking guidance on issues and questions that may need clarification. Respondent Wickwire agrees to obtain guidance as to proper billing and payment for air travel provided to federal candidates or committees in the future. All Respondents agree to take steps to seek answers from the Commission on a timely basis in order to ensure no future violations are committed, should any of the Respondents become involved with activities under the jurisdiction of the Commission and the Act at some future date.
7. 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.
8. 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.
9. 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 paragraph 6 above.
10. This Negotiated Settlement constitutes the entire agreement between the parties on ADR 562 (MUR 6426), and resolves those issues identified in paragraph 3 above. No other statement, promise or agreement, either written or oral, made by either party, not included herein, shall be enforceable.

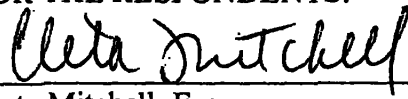
FOR THE COMMISSION:

Lynn M. Fraser, Director
Alternative Dispute Resolution Office



6-28-2011
Date Signed

FOR THE RESPONDENTS:


Cleta Mitchell, Esq.
Representing Joe Miller for US Senate and
Bernadette C. Koppy, Treasurer and Thomas R. Wickwire

6-3-11
Date Signed

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