



FEDERAL ELECTION COMMISSION  
WASHINGTON, D C 20463

DEC 0 6 2005

Steven D. Briglia, Esq.  
Briglia & Hundley, P.C.  
10560 Main Street  
Suite 314  
Fairfax, VA 22030

RE: MUR 5635  
Benjamin Hart

Dear Mr. Briglia:

On November 15, 2005, the Federal Election Commission accepted the signed conciliation agreement submitted on your client's behalf in settlement of a violation of 2 U.S.C. § 441a(a)(1)(C), a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). On November 21, 2005, we received a check from Mr. Hart in the amount of \$4,000.00 in payment of the civil penalty in this matter. Accordingly, the file has been closed in this matter as it pertains to Mr. Hart.

The Commission reminds you that the confidentiality provisions of 2 U.S.C. § 437g(a)(12)(A) still apply, and that this matter is still open with respect to other respondents. The Commission will notify you when the entire file has been closed.

Enclosed you will find a copy of the fully executed conciliation agreement for your files. If you have any questions, please contact me at (202) 694-1650.

Sincerely,

A handwritten signature in black ink, appearing to read "Beth Mizuno".

Beth Mizuno  
Attorney

Enclosure  
Conciliation Agreement

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**BEFORE THE FEDERAL ELECTION COMMISSION**

In the Matter of  
  
Benjamin Hart

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MUR 5635

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OFFICE OF GENERAL  
COUNSEL

**CONCILIATION AGREEMENT**

This matter was initiated by the Federal Election Commission ("Commission"), pursuant to information ascertained in the normal course of carrying out its supervisory responsibilities. The Commission found probable cause to believe that Benjamin Hart ("Respondent" or "Hart") violated 2 U.S.C. § 441a(a)(1)(C), a provision of the Federal Election Campaign Act of 1971, as amended ("the Act").<sup>1</sup>

NOW, THEREFORE, the Commission and the Respondent, having duly entered into conciliation pursuant to 2 U.S.C. § 437g(a)(4)(A)(i), do hereby agree as follows:

- I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding.
- II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.
- III. Respondent enters voluntarily into this agreement with the Commission.
- IV. The pertinent facts in this matter are as follows:

<sup>1</sup> All of the facts recounted in this agreement occurred prior to the effective date of the Bipartisan Campaign Reform Act of 2002 ("BCRA"), Pub. L. 107-155, 116 Stat. 81 (2002). Accordingly, unless specifically noted to the contrary, all citations to the Act, herein are to the Act as it read prior to the effective date of BCRA and all citations to the Commission's regulations herein are to the 2002 edition of Title 11, Code of Federal Regulations, which was published prior to the Commission's promulgation of any regulations under BCRA.

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1. Between 1998 and 2003, Hart was employed as a creative consultant and direct mail copywriter at American Target Advertising, Inc. ("ATA"), a direct mail marketing agency, incorporated in Virginia, that specializes in fundraising for nonprofit entities.

2. Conservative Leadership Political Action Committee ("CLPAC") is a small, multicandidate, non-connected political committee that registered with the Commission in 1972. Its expenditures ranged from \$4,818 in 1993 to \$128,239 in 1998.

3. On July 6, 2000, CLPAC entered into a contract with ATA. ATA engaged a number of third-party vendors to work on the CLPAC fundraising program. In September 2000, Hart personally began lending funds to purchase postage for CLPAC's fundraising solicitations. Hart charged the interest rate he customarily charged many other clients of ATA. Repayment of these loans was guaranteed by ATA. Hart maintains that he relied on assurances from ATA's legal counsel, Mr. Mark Fitzgibbons, who drafted all postage loan agreements, that all Hart's postage loans were legal and proper. Hart further maintains that he had no knowledge whatsoever that anyone connected with ATA, or that ATA, had been sanctioned in connection with similar postage loans to political committees. Between September and November 2000, Hart issued a total of \$133,021 to third party vendors in short-term loans to pay a portion of the postage for the CLPAC fundraising program. Hart was repaid in full for these loans, including the interest owed. Hart maintains that while he knew his loans were for the CLPAC fundraising program, he issued the loans purely as business transactions, as safe and sound investments as he did for many other ATA clients between 1998 and 2003.

4. Pursuant to the Act, an individual may not contribute more than a total of \$5,000 in any calendar year to any non-connected political action committee. 2 U.S.C. § 441a(a)(1)(C). The term "contribution" includes a gift, subscription, loan, advance, or deposit of money or

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anything of value made by any person for the purpose of influencing any election for Federal office. 2 U.S.C. § 431(8)(A)(i).

5. Hart's loans to third-party vendors constituted contributions to CLPAC. They totaled \$133,021 and exceeded the Act's \$5,000 limit for individual contributions.

V. Respondent made contributions to Conservative Leadership Political Action Committee in violation of 2 U.S.C. § 441a(a)(1)(C). Respondent will cease and desist from violating 2 U.S.C. § 441a(a)(1)(C).

VI. Respondent will pay a civil penalty to the Federal Election Commission in the amount of \$4,000.00, pursuant to 2 U.S.C. § 437g(a)(5)(A).

VII. Respondent agrees that he will not make postage loans to, for, or on behalf of political committees.

VIII. Respondent agrees to cooperate with the Commission in any proceeding against any other person regarding the Respondent's involvement in the facts and circumstances related to this matter.

IX. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

X. This agreement shall become effective as of the date that all parties hereto have executed same and the Commission has approved the entire agreement.

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XI. Respondent shall have no more than thirty (30) days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

XII. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence H. Norton  
General Counsel

BY: Rhonda J. Vosdingh  
Rhonda J. Vosdingh  
Associate General Counsel  
for Enforcement

12/08/05  
Date

FOR THE RESPONDENT:

Benjamin Hart  
Benjamin Hart

10/20/05  
Date

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