



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

April 6, 2011

Via E-mail and Regular Mail  
ebarr@step toe.com

Evan T. Barr, Esq.  
Step toe & Johnson, LLP  
750 Seventh Avenue  
New York, NY 10019

RE: MUR 6454  
Evan H. Snapper

Dear Mr. Barr:

On March 25, 2011, 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. § 441f, a provision of the Federal Election Campaign Act of 1971, as amended ("the Act"). Accordingly, the file has been closed in this matter as it pertains to Evan H. Snapper.

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. We have received your client's check for \$15,000 representing the first installment of the civil penalty pursuant to Paragraph VI.1 of the agreement. Please note that the second installment of \$25,000 is due within 90 days from the date on which the Commission accepts the agreement; and the third installment of \$25,000 is due within 180 days from the date on which the Commission accepts the agreement. If you have any questions, please contact me at (202) 694-1650.

Sincerely,

A handwritten signature in cursive script that reads "Christine C. Gallagher".

Christine C. Gallagher  
Attorney

Enclosure  
Conciliation Agreement

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**BEFORE THE FEDERAL ELECTION COMMISSION**

In the Matter of )  
Evan H. Snapper ) MUR 6454

**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 reason to believe Evan H. Snapper ("Respondent") knowingly and willfully violated 2 U.S.C. § 441f.

NOW, THEREFORE, the Commission and the Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over the Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

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:

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Background Information

1. Respondent was during the relevant time period, a principal in the Business Management Unit of Anchin, Block & Anchin LLP, a New York-based accounting and business management firm. Mr. Snapper resigned from Anchin, Block & Anchin LLP effective December 1, 2010.

2. Between 2004 and 2009, Patricia D. Cornwell was a client of Anchin, Block & Anchin LLP. During that time period, Mr. Snapper was assigned to manage Ms. Cornwell's accounts at Anchin.

3. The Jim Gilmore for President and Jim Gilmore for Senate committees are political committees within the meaning of 2 U.S.C. § 431(4).

4. The Hillary Clinton for President committee is a political committee within the meaning of 2 U.S.C. § 431(4).

5. The Federal Election Campaign Act of 1971, as amended ("the Act"), prohibits any person from making a contribution in the name of another person. 2 U.S.C. § 441f. In addition, the Commission's regulations provide that no person may knowingly help or assist any person in making a contribution in the name of another. 11 C.F.R. § 110.4(b)(1)(iii).

6. The Act also prohibits a person from making a contribution to any candidate and his authorized political committee which exceeds \$2,300 (limitation amount during 2007-2008 election cycle). 2 U.S.C. § 441a(a)(1)(A), 11 C.F.R. § 110.1(b)(1).

7. The phrase knowing and willful indicates that "actions [were] taken with full knowledge of all of the facts and a recognition that the action is prohibited by law." 122 Cong. Rec. H 2778 (daily ed. May 3, 1976); *see also Federal Election Comm'n v. John A. Drameci for Cong. Comm.*, 640 F. Supp. 985, 987 (D.N.J. 1986) (distinguishing between "knowing" and

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“knowing and willful”). A knowing and willful violation may be established “by proof that the defendant acted deliberately and with knowledge” that an action was unlawful. *United States v. Hopkins*, 916 F.2d 207, 214 (5<sup>th</sup> Cir. 1990).

Reimbursed Contributions to the Gilmore Presidential and Senate Committees

8. In 2007, Virginia Governor James Gilmore announced that he was a candidate for President of the United States. Ms. Cornwell was a personal friend of Gilmore’s, but did not want to make an individual contribution to his Presidential campaign. On or about June of 2007, Ms. Cornwell informed Mr. Snapper that she would encourage others to support the Jim Gilmore for President committee.

9. In June 2007, Mr. Snapper and his wife made a total of \$4,600 in contributions (\$2,300 each) to Jim Gilmore’s 2008 Presidential campaign.

10. On June 12, 2007, Mr. Snapper reimbursed his and his wife’s contributions with \$5,000 in funds, which he withdrew from Ms. Cornwell’s account at Anchin. Mr. Snapper recorded the reimbursement in Anchin’s records as a bat mitzvah gift from Ms. Cornwell to his daughter.

11. In November 2007, after dropping out of the Presidential race, Gilmore declared his candidacy for Virginia’s United States Senate seat. In November 2007, Ms. Cornwell again decided not to make an individual contribution, but asked that Mr. Snapper “handle this situation (Senate contribution) the same way he handled the presidential one.”

12. On the afternoon of November 27, 2007, the Snappers made a total of \$9,200 in contributions (\$4,600 each) to the Gilmore for Senate committee. Mr. Snapper charged the contributions to his credit card. Mr. Snapper later paid his credit card bill with a check he drew from one of Ms. Cornwell’s accounts at Anchin.

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Reimbursed contributions to Hillary Clinton for President Campaign

13. In or around March 2008, Mr. Snapper informed Ms. Cornwell that Elton John intended to perform at a concert in New York City on April 9, 2008 to support the Hillary Clinton For President campaign. He had previously informed Ms. Cornwell that she had reached the maximum level of contributions to the Clinton campaign.

14. Ms. Cornwell suggested to Mr. Snapper that she purchase a large block of tickets to the Elton John concert and donate them back to the campaign to be resold. Mr. Snapper informed her that doing so was prohibited by federal campaign regulations. Mr. Snapper thereafter suggested that Ms. Cornwell could find other people to buy tickets to the concert.

15. In March 2008, Mr. Snapper purchased a \$2,300 ticket to the Elton John concert for himself. Additionally, during March and April 2008, Mr. Snapper secured eleven other individuals associated with Anchin, Block & Anchin LLP, including some of their spouses, who were willing each to purchase \$2,300 tickets for the Elton John concert with the understanding that they would be reimbursed for those purchases.

16. During April 2008, Mr. Snapper reimbursed \$48,300 in contributions made to the Clinton campaign by nine family and friends of Ms. Cornwell's, the eleven individuals and their spouses associated with Anchin, and Mr. Snapper's own contribution to the campaign, with funds from Ms. Cornwell's accounts at Anchin. The contributions were reimbursed with cash, through payments by check to individuals, or through payments directly to the individuals' credit card companies.

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17. Mr. Snapper recorded some of the reimbursements to the conduits who made contributions to the Clinton campaign in Anchin's records as expenses, or as cash payments or credit card payments rather than as reimbursements for political contributions to conceal the true purpose of the payments as reimbursements for political contributions.

18. When purchasing the Elton John concert tickets, Mr. Snapper signed a donor card to the Hillary Clinton campaign containing statements regarding the individual contribution limits, that contributions must be made from a contributor's personal funds, and that individuals are strictly prohibited from reimbursing another person for making a contribution.

19. At all relevant times, Mr. Snapper knew that reimbursing federal campaign contributions violated the Act.

V. Respondent knowingly and willfully violated 2 U.S.C. § 441f and 11 C.F.R. § 110.4(b)(1)(iii).

VI. Respondent will take the following actions:

1. Respondent will pay a civil penalty to the Federal Election Commission in the amount of Sixty-Five Thousand Dollars (\$65,000) pursuant to 2 U.S.C. § 437g(a)(5)(B), such penalty to be paid as follows:

A. One initial payment of Fifteen Thousand Dollars (\$15,000) is due within thirty (30) days from the date on which the Commission accepts this Agreement;

B. A second payment of Twenty-Five Thousand Dollars (\$25,000) is due within ninety (90) days from the date on which the Commission accepts this Agreement;

C. A third payment of Twenty-Five Thousand Dollars (\$25,000) is due within one hundred eighty (180) days from the date on which the Commission accepts this Agreement.

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D. In the event that any installment payment is not received by the Commission by the date on which it becomes due, the Commission may, at its discretion, accelerate the remaining payments and cause the entire amount to become due upon ten days written notice to the Respondent. Failure by the Commission to accelerate the payments with regard to any overdue installment shall not be construed as a waiver of its right to do so with regard to future overdue installments.

2. Respondent will cease and desist from violating 2 U.S.C. § 441f.

VII. 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.

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

IX. Except as specified in Paragraph VI.1. A-D., Respondent shall have no more than 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.

X. 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

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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:

Christopher Hughey  
Acting General Counsel

BY: Kathleen M. Guith  
Kathleen M. Guith  
Acting Associate General Counsel for Enforcement

4/6/11  
Date

FOR THE RESPONDENT:

Evan H. Snapper  
Evan H. Snapper

3/31/11  
Date

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