



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

VIA ELECTRONIC AND FIRST CLASS MAIL

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AUG 23 2019

RE: MUR 7598

Dear Mr. Reiff:

On August 15, 2019, the Federal Election Commission accepted the signed conciliation agreement and civil penalty submitted on behalf of your clients, Democratic Party of South Carolina and Velva E. George in her official capacity as treasurer (the "Committee"), in settlement of violations of 52 U.S.C. § 30104(a) and (b) and 11 C.F.R. § 104.3(a) and (b). Accordingly, the file has been closed in this matter.

Documents related to the case will be placed on the public record within 30 days. See *Disclosure of Certain Documents in Enforcement and Other Matters*, 81 Fed. Reg. 50,702 (Aug. 2, 2016). Information derived in connection with any conciliation attempt will not become public without the written consent of the respondents and the Commission. See 52 U.S.C. § 30109(a)(4)(B).

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 "Roy Q. Lockett".

Roy Q. Lockett
Attorney

Enclosure
Conciliation Agreement

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BEFORE THE FEDERAL ELECTION COMMISSION

LEGAL COUNSEL

In the matter of

Democratic Party of South Carolina and
Velva E. George in her official
capacity as treasurer

MUR 7598

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CONCILIATION AGREEMENT

This matter was based on information ascertained by the Federal Election Commission ("Commission") in the normal course of carrying out its supervisory responsibilities.

See 52 U.S.C. § 30109(a)(2). The Commission found reason to believe that the Democratic Party of South Carolina and Velva E. George in her official capacity as treasurer ("Respondents" or "Committee") violated 52 U.S.C. § 30104(a) and (b) and 11 C.F.R. § 104.3(a) and (b).

NOW, THEREFORE, the Commission and the Committee, 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 Committee and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 52 U.S.C. § 30109(a)(4)(A)(i).

II. The Committee has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. The Committee enters voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. The Committee is a State party committee of the Democratic Party.

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2. Velva E. George is the Treasurer of the Committee. In 2016, the Treasurer of the Committee was Kendra Dove.
3. The Federal Election Campaign Act of 1971, as amended, requires committee treasurers to file reports of receipts and disbursements in accordance with the provisions of 52 U.S.C. § 30104. 52 U.S.C. § 30104(a)(1); 11 C.F.R. § 104.1(a).
4. These reports must include, *inter alia*, the total amount of receipts and disbursements, and appropriate itemizations, where required. *See* 52 U.S.C. § 30104(b)(2), (4); 11 C.F.R. § 104.3(a), (b).
5. On August 20, 2016, the Committee filed its original 2016 August Monthly Report, which disclosed \$50,183.01 on Line 11(a)(i) (Itemized Contributions from Individuals), \$4,944.16 on Line 11(a)(ii) (Unitemized Contributions from Individuals), \$7,500.00 in receipts on Line 12 (Transfers from Affiliated/Other Party Committees), and \$0.00 in receipts on Line 15 (Offsets to Operating Expenditures) of the Detailed Summary Page. The report also disclosed \$57,886.12 in disbursements on Line 21(a)(i) (Allocated Federal/Non-Federal Activity (Federal Share)), \$102,908.31 in disbursements on Line 21(a)(ii) (Allocated Federal/Non-Federal Activity (Non-Federal Share)), \$6,353.94 in disbursements on Line 21(b) (Other Federal Operating Expenditures), \$0.00 in disbursements on Line 22 (Transfers to Affiliated/Other Party Committees), and \$8,539.23 in disbursements on Line 30(b) (Federal Election Activity Paid Entirely With Federal Funds) of the Detailed Summary Page.
6. On June 1, 2017, the Committee filed an Amended 2016 August Monthly Report, disclosing \$50,279.01 in receipts on Line 11(a)(i), \$2,020.16 on Line 11(a)(ii), \$460,045.00 in receipts on Line 12, and \$4,325.19 in receipts on Line 15 of the Detailed Summary Page, a total increase in receipts of \$454,042.19 from the original report. The report also disclosed \$56,555.47 in disbursements on Line 21(a)(i), \$100,542.76 in disbursements on Line 21(a)(ii), \$6,594.55 in

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disbursements on Line 21(b), \$450,000.00 in disbursements on Line 22, and \$16,799.45 in disbursements on Line 30(b) of the Detailed Summary Page, a total increase in disbursements of \$454,804.63 from the original report.

7. On October 28, 2016, the Committee filed its original 12-Day Pre-General Report, which disclosed \$6,733.16 in receipts on Line 11(a)(i) (Itemized Contributions From Individuals), \$6,384.00 on Line 11(a)(ii) (Unitemized Contributions From Individuals), \$68,268.09 in receipts on Line 12 (Transfers From Affiliated/Other Party Committees), and \$0.00 in receipts on Line 15 (Offsets To Operating Expenditures) of the Detailed Summary Page. The report also disclosed \$22,280.68 in disbursements on Line 21(a)(i) (Allocated Federal/Non-Federal Activity (Federal Share)), \$39,985.13 in disbursements on Line 21(a)(ii) (Allocated Federal/Non-Federal Activity (Non-Federal Share)), \$6,195.21 in disbursements on Line 21(b) (Other Federal Operating Expenditures), \$2,500.00 in disbursements on Line 22 (Transfers to Affiliated/Other Party Committees), and \$26,990.11 in disbursements on Line 30(b) (Federal Election Activity Paid Entirely With Federal Funds) of the Detailed Summary Page.

8. On June 12, 2017, the Committee filed an Amended 2016 12-Day Pre-General Report. The report disclosed \$7,128.16 in receipts on Line 11(a)(i), \$5,682.02 in receipts on Line 11(a)(ii), \$68,268.09 in receipts on Line 12, and \$1,004.35 in receipts on Line 15 of the Detailed Summary Page, a total increase in receipts of \$600,697.37 from the original report. The report also disclosed \$17,867.84 in disbursements on Line 21(a)(i), \$31,765.08 in disbursements on Line 21(a)(ii), \$5,000.00 in disbursements on Line 21(b), \$602,500.00 in disbursements on Line 22, and \$41,901.73 in disbursements on Line 30(b) of the Detailed Summary Page, a total increase in disbursements of \$601,083.52 from the original report.

V. Respondents violated 52 U.S.C. § 30104(a) and (b) and 11 C.F.R. § 104.3(a) and (b) by failing to disclose a total of \$2,110,627.71 in receipts and disbursements on its 2016 August Monthly and 2016 12-Day Pre-General Reports.

VI. 1. Respondents will pay a civil penalty to the Federal Election Commission in the amount of Twenty-Nine Thousand Six Hundred Dollars (\$29,600) pursuant to 52 U.S.C. § 30109(a)(5)(A).

2. Respondents will cease and desist from committing violations of 52 U.S.C. § 30104(a) and (b) and 11 C.F.R. § 104.3(a) and (b).

VII. The Commission, on request of anyone filing a complaint under 52 U.S.C. § 30109(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 the same and the Commission has approved the entire agreement.


IX. Respondents 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.

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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 oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

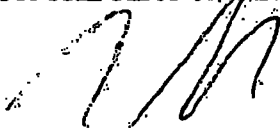
FOR THE COMMISSION:

Lisa J. Stevenson
Acting General Counsel

BY: 
Charles Kitcher
Acting Associate General Counsel
For Enforcement

8/22/19
Date

FOR THE RESPONDENTS:


(Name) Neil Reiff
(Position) Counsel

7/16/19
Date

CONFIDENTIAL