



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C.

June 17, 2024

**VIA ELECTRONIC MAIL**

Jeremy T. Berry, Esq.  
Chivilis Grubman Warner & Berry LLP  
1834 Independence Square  
Atlanta, GA 30338  
[jberry@cglawfirm.com](mailto:jberry@cglawfirm.com)

RE: MUR 7678  
Keisha Carter

Dear Mr. Berry:

On May 16, 2024, the Federal Election Commission accepted the signed conciliation agreement submitted on behalf of your client, Keisha Carter, in settlement of knowing and willful violations of 52 U.S.C. § 30102(h)(1) and 11 C.F.R. § 103.3, by failing to deposit receipts in or make disbursements from an account at a properly designated campaign depository, and 52 U.S.C. § 30102(b)(3) and 11 C.F.R. § 102.15, by failing to keep campaign funds segregated from the personal funds of any individual, provisions of the Federal Election Campaign Act of 1971, as amended (the "Act"), and Commission regulations. In addition, the Commission took no further action as to allegations that your client knowingly and willfully violated 52 U.S.C. §§ 30102(c) and (h) and 30104(b) by failing to keep accurate records and file accurate reports of receipts and disbursements and dismissed the allegations that your client converted campaign funds to personal use in violation of 52 U.S.C. § 30114(b)(1). Accordingly, the file has been closed in this matter, effective today.

Documents related to the case will be placed on the public record today. *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 respondent 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, which sets forth a payment plan for the \$50,000 civil penalty. Please note that an initial payment of \$1,388.89 is due within six months of the effective date of the agreement, June 17, 2024, which means that the first payment is due on or before December 17, 2024. Thereafter, the remaining \$48,611.11 shall be paid within the following 35 months, in monthly installments of \$1,388.89 each. Each such installment shall be paid on the first day of the month in which it becomes due. This means that the first of such monthly installments is due on January 1, 2025. Payment can be made online by debit, credit card or automated clearing house (ACH)

MUR 7678 (Keisha Carter)  
Letter to Mr. Berry  
Page 2 of 2

withdrawal, using this link: <https://www.pay.gov/public/form/start/316805379>. Payment can also be made by check or money order payable to the Federal Election Commission and sent via regular mail to the Federal Election Commission, 1050 First Street NE, Washington DC 20463, or by courier or overnight mail to the same address but with a different zip code (20002). Please write "MUR 7678 civil penalty" on the memo line of the check.

If you have any questions, please contact me at (202) 694-1650 or [ddillenseger@fec.gov](mailto:ddillenseger@fec.gov).

Sincerely,

*Dominique Dillenseger*

Dominique Dillenseger  
Attorney

Enclosure  
Conciliation Agreement



1. Respondent is the former treasurer of John Eaves for Congress (the “Committee”), the authorized committee of John H. Eaves, a 2020 candidate for Georgia’s 7th Congressional district. Respondent was treasurer of the Committee from March 8, 2019, through November 21, 2019.

2. During the relevant period, the Committee maintained one campaign depository at Wells Fargo.

3. Respondent’s company, Public Service Partners, Limited Co., is registered with the state of Georgia as an LLC. During the relevant period, Respondent maintained a Wells Fargo Business Choice Checking account for Public Service Partners.

4. Respondent deposited \$97,145 in Eaves campaign receipts into the Public Service Partners account during the period in which Respondent was treasurer for the Committee — March 2019 through November 2019. The Public Service Partners account also reflects disbursements totaling at least \$6,494.27 for the Committee during the same period. During this same period, the Public Service Partners account also contained multiple deposits from other sources, transfers between the Public Service Partners account and the Committee’s campaign depository account, transactions related to other political entities, and business-related expenses to vendors. The Public Service Partners account also reflects disbursements for personal expenses of Respondent, such as rent and credit card bills, during this same period.

5. The Act requires that every political committee designate as its campaign depository one or more state banks, federally chartered depository institutions, or depository institutions in which the accounts are insured by the Federal Deposit Insurance Corporation or the National Credit Union Administration. 52 U.S.C. § 30102(h)(1); 11 C.F.R. § 103.3. Each political committee shall maintain at least one checking or transaction account at one of its

depositories, and all receipts received by the committee shall be deposited in such accounts. 52 U.S.C. § 30102(h)(1); 11 C.F.R. § 103.3. All disbursements (except petty cash) must be drawn on such accounts. 52 U.S.C. § 30102(h)(1); 11 C.F.R. § 103.3. Commission regulations further provide that all deposits shall be made within ten days of the treasurer's receipt. 11 C.F.R. § 103.3(a). The Act requires that all campaign funds be "segregated from, and may not be commingled with, the personal funds of any individual." 52 U.S.C. § 30102(b)(3); *see also* 11 C.F.R. § 102.15.

6. The Commission is specifically empowered with authority to find that a violation is "knowing and willful." 52 U.S.C. § 30109(a)(5)(B). This standard does not require proving knowledge of the specific statute or regulation the respondent allegedly violated. *United States v. Danielczyk*, 917 F. Supp. 2d 573, 578 (E.D. Va. Jan. 9, 2013) (citing *Bryan v. United States*, 524 U.S. 184, 195 & note 23 (1998)). Rather, it is sufficient to demonstrate that a respondent "acted voluntarily and was aware that his conduct was unlawful." *Id.* In prior matters, the Commission has considered experience with federal political fundraising as indicative of knowledge of the Act's prohibitions and limitations when making knowing and willful findings. Factual and Legal Analysis ("F&LA") at 9, MUR 7027 (R. Carter Pate).

7. By depositing Committee funds into the Public Service Partners bank account and making payments from that account on behalf of the Committee, Respondent used an account other than the Committee's account at its named depository for Committee receipts and disbursements. Further, Respondent deposited contributions for the Committee into Respondent's business account, which also contained deposits from other sources and which Respondent used for payments for personal expenses, resulting in the commingling of Committee funds with personal funds. Respondent, who represents herself to be an experienced

MUR 7678 (Keisha Carter)  
Conciliation Agreement  
Page 4 of 6

compliance specialist, would know the rules regarding the establishment of a depository account and the prohibitions against commingling.

V. Respondent in her personal capacity knowingly and willfully violated 52 U.S.C. § 30102(h)(1) and 11 C.F.R. § 103.3 by failing to deposit receipts in or make disbursements from an account at a properly designated campaign depository and knowingly and willfully violated 52 U.S.C. § 30102(b)(3) and 11 C.F.R. § 102.15 by failing to keep campaign funds segregated from the personal funds of any individual.

VI. Respondent will take the following actions:

1. Respondent will pay to the Commission a civil penalty of Fifty Thousand Dollars (\$50,000), pursuant to 52 U.S.C. § 30109(a)(5)(B), such penalty to be paid as follows:

a). One initial payment of One Thousand Three Hundred and Eighty Eight Dollars and Eighty Nine Cents (\$1,388.89) is due within six months of this agreement;

b). Thereafter, the remaining Forty-Eight Thousand Six Hundred and Eleven Dollars and Eleven Cents (\$48,611.11) shall be paid within the following thirty five months, in monthly installments of One Thousand Three Hundred and Eighty Eight Dollars and Eighty Nine Cents (\$1,388.89) each;

c). Each such installment shall be paid on the first day of the month in which it becomes due;

d). In the event that any installment payment is not received by the Commission by the fifth day of the month in 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



MUR 7678 (Keisha Carter)  
Conciliation Agreement  
Page 5 of 6

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, Keisha Carter, through the submission of financial documentation to the Commission and additional representations, has indicated that although financial hardship prevents her from paying the full civil penalty to the Commission, she is able to pay a substantially reduced civil penalty of Fifty Thousand Dollars (\$50,000). The Commission regards these submissions and representations as material representations. Due to Respondent's financial condition, the Commission agrees to depart from the civil penalty that it would normally seek for the violation at issue, and the Commission agrees that the reduced civil penalty of Fifty Thousand Dollars (\$50,000) should be due. If evidence is uncovered indicating that Respondent's financial condition is not as stated, a remaining civil penalty of One Hundred and Forty-Four Thousand dollars (\$144,000) shall be immediately due, pursuant to 52 U.S.C. § 30109(a)(5)(B).

3. Respondent will cease and desist from violating 52 U.S.C. §§ 30102(h)(1) and 30102(b)(3) and 11 C.F.R. §§ 103.3 and 102.15.

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. 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  
Charles Kitcher  
Associate General Counsel for Enforcement

Digitally signed by  
Charles Kitcher  
Date: 2024.06.10  
10:38:23 -04'00'

6/10/24  
Date

FOR THE RESPONDENT:

  
Keisha Carter  
Respondent

4/23/24  
Date

Notary Public: 

