



FEDERAL ELECTION COMMISSION
Washington, DC 20463

April 25, 2023

Via Electronic Mail

Matthew A. Levin
Markowitz Herbold PC
1455 SW Broadway
Suite 1900
Portland, Oregon 97201
mattlevin@markowitzherbold.com

RE: MUR 8092
Bashar Wali

Dear Mr. Levin:

On April 18, 2023, the Federal Election Commission accepted the signed conciliation agreement submitted on your client's behalf in settlement of a violation of 52 U.S.C. § 30122 and 11 C.F.R. § 110.4(b)(1)(ii), a provision of the Federal Election Campaign Act of 1971, as amended and Commission regulations.

The Commission reminds you that the confidentiality provisions of 52 U.S.C. § 30109(a)(12)(A) still apply, and that this matter remains open. 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. Please note that the civil penalty amount of \$13,750 is due within 30 days of the effective date of the conciliation agreement and the remaining civil penalty amount of \$13,750 is due within 60 days of the effective date of the conciliation agreement. If you have any questions, please contact me at (202) 694-1650.

Sincerely,
Kimberly D. Hart
Kimberly D. Hart
Attorney

Enclosure
Conciliation Agreement

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of)	
)	
Bashar Wali)	MUR 8092

CONCILIATION AGREEMENT

This matter was initiated by a *sua sponte* submission (“the Submission”) made to the Federal Election Commission (the “Commission”) by Bashar Wali (“Wali”). *See* 52 U.S.C. § 30109(a)(1). The Commission found reason to believe that Bashar Wali violated 52 U.S.C. § 30122 and 11 C.F.R. § 110.4(b)(1)(ii), provisions of the Federal Election Campaign Act (the “Act”) and Commission regulations, by knowingly permitting his name to be used for the making of contributions in the name of another.

NOW, THEREFORE, the Commission and 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 52 U.S.C. § 30109(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 and law in this matter are as follows:

1. Provenance is a limited liability company based in Portland, Oregon and elects to be treated as a partnership for tax purposes.

2. Bashar Wali (“Wali”) was Provenance’s President from June 2010 through May 30, 2020.

3. From April 2018 to September 2018, Wali; his spouse, Eileen Wali; and Leslie Lew, Vice President of Revenue, made the following political contributions:

<u>Date</u>	<u>Conduit</u>	<u>Recipient</u>	<u>Amount</u>
4/24/18	Bashar Wali	NRSC	\$33,900
4/30/18	Bashar Wali	Tillis Majority Committee (primary)	\$10,400
9/18/18	Bashar Wali	American Hotel & Lodging Assoc. PAC (AHLA PAC)	\$5,000
3/28/19	Bashar Wali	Thom Tillis Committee (primary)	\$100
3/29/19	Bashar Wali	Thom Tillis Committee (primary)	\$5,400
3/28/19	Bashar Wali	Thom Tillis Committee (general)	\$100
4/17/19	Bashar Wali	Wyden for Senate (primary)	\$2,800
4/17/19	Bashar Wali	Wyden for Senate (general)	\$2,800
4/17/19	Bashar Wali	Hoops PAC	\$5,000
6/11/19	Bashar Wali	AHLA PAC	\$5,000
10/21/19	Bashar Wali	AHLA PAC	\$10,000
Total Bashar Wali Reimbursed Contributions for 2018-2019			\$80,500
9/18/18	Eileen Wali	AHLA PAC	\$5,000
3/29/19	Eileen Wali	Thom Tillis Committee (P)	\$2,800
3/29/19	Eileen Wali	Thom Tillis Committee (G)	\$2,800
4/17/19	Eileen Wali	Hoops PAC	\$5,000
6/11/19	Eileen Wali	AHLA PAC	\$5,000
Total Eileen Wali Reimbursed Contributions for 2018-2019			\$20,600
9/18/18	Leslie Lew	AHLA PAC	\$5,000
Total Leslie Lew Reimbursed Contributions for 2018-2019			\$5,000
TOTAL REIMBURSED CONTRIBUTIONS			\$106,038

4. On April 25, 2019, July 12, 2019, and October 14, 2019, Wali sent three separate emails to Holly Landry, Provenance’s Corporate Controller, instructing her to process and issue contribution reimbursements totaling \$106,038 in the form of three \$50,000 bonus payments as described above.

5. On May 8, 2019, July 19, 2019, and October 18, 2019, Provenance reimbursed Wali for his political contributions totaling \$106,038 in the form of three \$50,000 bonus payments. These bonus payments were in addition to Wali’s annual performance bonus approved by the Board of Directors.

6. Under Section 30122, “[n]o person shall make a contribution in the name of another person or knowingly permit his name to be used to effect such a contribution.”

52 U.S.C. § 30122; *see also* 11 C.F.R. § 110.4(b)(1)(ii).

V. Respondent Bashar Wali violated 52 U.S.C. § 30122 and 11 C.F.R. § 110.4(b)(1)(ii) by knowingly permitting his name to be used to make contributions in the name of another.

VI. Respondent will take the following actions:

1. Respondent Bashar Wali will cease and desist from violations of 52 U.S.C. § 30122 and 11 C.F.R. § 110.4(b)(1)(ii).

2. Respondent will pay a civil penalty of Twenty-Seven Thousand Five Hundred Dollars (\$27,500), pursuant to 52 U.S.C. § 30109(a)(5)(A). The civil penalty will be paid as follows:

i. A payment of Thirteen Thousand Seven Hundred and Fifty Dollars (\$13,750) is due no more than thirty (30) days from the date this Agreement becomes effective; and

ii. A payment of Thirteen Thousand Seven Hundred and Fifty Dollars (\$13,750) is due no more than sixty (60) days from the date this Agreement becomes effective.

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 same and the Commission has approved the entire agreement.

IX. Except as otherwise provided, 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.

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 within this written agreement shall be enforceable.

FOR THE COMMISSION:

Lisa J. Stevenson
Acting General Counsel

Charles Digitally signed
by Charles Kitcher
Kitcher Date: 2023.04.25
10:40:08 -04'00'

BY:

Charles Kitcher
Associate General Counsel
for Enforcement

4/25/23

Date

FOR THE RESPONDENT:



Matthew Levin
Counsel for Respondent

February 13, 2023

Date