

DISPOSITION AGREEMENT **CAMPAIGN & POLITICAL FINANCE**

2015 SEP 30 A 11: 07

This Disposition Agreement ("Agreement") is entered into on September 30, 2015, by and between the Office of Campaign and Political Finance ("OCPF"), Louis Aloise ("Aloise"), and Michael Wilcox ("Wilcox") (collectively referred to as the "Respondents"), in which the parties mutually agree, for the purposes of this Agreement only, as follows:

I. INTRODUCTION

1. Respondents are co-owners and the named partners of Aloise & Wilcox, P.C. (the "Corporation"), a law firm incorporated as a professional corporation with the Commonwealth of Massachusetts and with its principle office in Worcester, Massachusetts.
2. All contributions to candidates seeking Massachusetts elected office are subject to the provisions of M.G.L. c. 55, the Massachusetts campaign finance law.
3. At all times relevant to this Agreement, the Karyn E. Polito Committee (the "Polito Committee") was a political committee duly organized with OCPF, subject to the provisions of M.G.L. c. 55, the Massachusetts campaign finance law.
4. OCPF has the power and authority to review and investigate the legality, validity, completeness, and accuracy of all reports required to be filed and all actions required to be taken by political committees, candidates, treasurers, and any other person pursuant to M.G.L. c. 55 or any other laws of the Commonwealth relative to campaign contributions and expenditures.
5. The political contributions, expenditures, and other activities noted in this Agreement are subject to the provisions of M.G.L. c. 55 and the regulations issued by this office in accordance with M.G.L. c. 55.

II. FACTS

1. In early 2014, the Respondents were contacted by an agent of the Polito Committee. The agent asked the Respondents if they would be willing to raise funds for the candidate's campaign for Lieutenant Governor. The Respondents agreed to ask colleagues and friends to attend a fundraiser to benefit the Polito Committee, to be held on or about April 23, 2014 at Maxwell Silverman's Toolhouse in Worcester, Massachusetts.

2. Shortly before the event, the Respondents realized that none of the individuals they had asked to attend the April 2014 fundraiser were able to attend.
3. In an attempt to raise funds for and ensure a reasonable turnout at the Polito Committee fundraiser, the Respondents asked each of their three employees, and the employees' spouses, to attend the event. The employees and their spouses agreed to do so.
4. On or about April 23, 2014, the Respondents jointly provided each of the three employees with \$1,000 in cash, for a total of \$3,000. Of the \$3,000 given to the employees, each Respondent personally provided one-half of the funds, or \$1,500. The Respondents state that they intended that the funds would be used to reimburse employees for contributions the employees made to the Polito Committee while attending the fundraiser.
5. The Respondents state that the funds given to the employees for purposes of making contributions to the Polito Committee were the Respondents' personal funds, received as a result of a disbursement of Corporate profits to which the Respondents were contractually entitled, and not the funds of the Corporation. *See attached affidavits.*
6. On April 23, 2014, each of the three employees and their spouses made individual contributions to the Polito Committee in the amount of \$500.00, for a total of \$3,000.00. All such contributions were made via personal check drawn on the employees' personal checking accounts.
7. With the exception of one contribution made by an employee's spouse, none of the employees or their spouses have made any other campaign contributions to candidates or political committees who report their campaign finance activity to OCPF.
8. Wilcox and his wife attended the Polito event and, using their personal funds, made contributions of \$500 each, for a total of \$1,000.
9. Aloise and his wife attended the Polito event and, using their personal funds, made contributions of \$500 each, for a total of \$1,000.
10. The Polito Committee had no knowledge that the contributions were made with funds provided by another until it was so notified during OCPF's review. The contributions were made using checks drawn on the personal checking accounts of the employees and their spouses as identified in Section II, Paragraph 6 of this Agreement. It would have appeared to the

recipients of the checks, absent other information, that the contributions were, in fact, from those individuals. OCPF has no reason to believe that the Polito Committee had knowledge that the named contributors did not make the contributions until the Committee was notified.

11. The Polito Committee has disgorged \$3,000, which represents the contributions made by the contributors as identified in Section II, Paragraph 6 of this Agreement. Said payment was made to a charitable entity in a manner consistent with the residual funds clause of M.G.L. c. 55, § 18.

12. OCPF acknowledges that the Respondents cooperated fully throughout this review.

III. OCPF'S CONCLUSIONS

Based upon OCPF's review, OCPF has concluded that the Respondents engaged in a joint venture to make political contributions that violated sections 7A and 10 of M.G.L. c. 55.

1. Excess Contributions – M.G.L. c. 55, § 7A

In 2014, Section 7A limited individual contributions to a total of no more than \$500 to any one candidate in a calendar year.¹ By providing funds to employees and their spouses with the intention that the funds would be used to make political contributions, and by providing funds which were actually used to make those contributions, the Respondents made a total of eight contributions to the Polito Committee in 2014. Of those eight contributions, six were excess contributions of \$500 each, resulting in total excess contributions in 2014 of \$3,000.

2. Contributions Made in a Manner Intended to Disguise the True Source of the Contributions – M.G.L. c. 55, § 10

Section 10 states that no person may “make a campaign contribution in any name except his own, or in any manner for the purpose of disguising the true origin of the contribution...”. The Respondents violated this provision by arranging for persons associated with the Corporation to make multiple contributions of \$500 each using the Respondents' funds in a manner that disguised the true origin of the funds.

¹ Effective January 1, 2015, the individual contribution limit was increased to \$1,000 per candidate per calendar year. Ch. 210, § 11 of the Acts and Resolves of 2014 (Mass. Aug. 1, 2014).

IV. RESOLUTION

In order to resolve the matters now before OCPF the parties agree, pursuant to 970 C.M.R. 3.07(1) and M.G.L. c. 55, § 3, as follows:

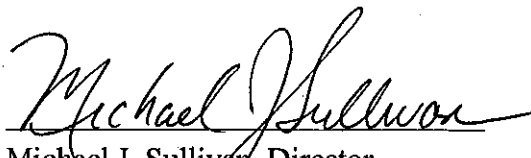
1. The Respondents, jointly and severally, agree to pay \$8,000 from their personal funds to the Commonwealth in the nature of a civil forfeiture. Said payment is due upon the signing of this Agreement.
2. The Respondents shall each make a \$1,000.00 contribution to a charity of their choice upon the signing of this Agreement.
3. The Respondents voluntarily agree not to solicit contributions for any Massachusetts candidate or political committee for a period of three years from the date of this Agreement.
4. The Respondents further agree not to provide or arrange to provide funds to any third person to enable that person to make a political contribution, whether from the Respondents' personal funds or any other source.
5. OCPF agrees not to refer the Respondents to any other governmental agency, including, without limitation, the Office of the Attorney General, for any failure to comply with the provisions of M.G.L. c. 55 cited herein, with respect to the conduct that is specifically referenced in this Agreement.
6. OCPF may, at any time, review compliance with this Agreement. If it believes that the provisions of this Agreement have been violated, after notice to the Respondents, OCPF may, notwithstanding the provisions of the foregoing paragraph, proceed with any action consistent with M.G.L. c. 55 or otherwise authorized by law.
7. This Agreement shall be binding upon OCPF and the Respondents.
8. This Agreement constitutes a complete disposition of all matters specifically referenced herein for the referenced period.


9. The parties have entered into this Agreement, knowingly and voluntarily, in an effort to resolve all matters set forth in the Agreement.

10. This Agreement is a public record under M.G.L. c. 4, § 7 and shall be subject to public inspection as required by M.G.L. c. 66, § 10.

OFFICE OF CAMPAIGN AND
POLITICAL FINANCE


Michael C. Wilcox

By: 
Michael J. Sullivan, Director


Louis P. Aloise

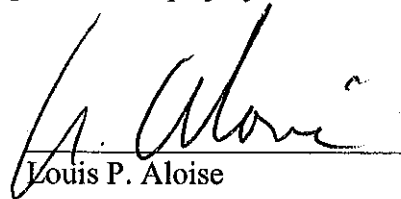
Affidavit of Louis P. Aloise

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I, Louis P. Aloise, on oath depose and say that I have personal knowledge of the facts set forth herein:

1. I am a shareholder in Aloise & Wilcox, P.C.
2. I personally reimbursed three individuals (one fellow employee and two non-employee spouses of employees) \$500.00 each, for a total of \$1,500.00, for contributions those individuals made to the Polito Committee in connection with a fundraiser held at the Maxwell Silverman's Restaurant in Worcester, Massachusetts on or about April 22, 2014.
3. The funds were generated as a shareholder distribution to me from the professional corporation.
4. My partner, Michael C. Wilcox, and I take shareholder distributions on a regular basis. These funds are taxed as income at year end to my partner and me personally.
5. The professional corporation did not reimburse any funds to any employee for political contributions in connection with the subject fundraiser, or any other political fundraising event.

Signed the 28th day of September 2015, under the penalties of perjury.


Louis P. Aloise


Affidavit of Michael C. Wilcox

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I, Michael C. Wilcox, on oath depose and say that I have personal knowledge of the facts set forth herein:

1. I am a shareholder in Aloise & Wilcox, P.C.
2. I personally reimbursed three individuals (two fellow employees and one of their spouses) \$500.00 each, for a total of \$1,500.00, for contributions those individuals made to the Polito Committee in connection with a fundraiser held at the Maxwell Silverman's Restaurant in Worcester, Massachusetts on or about April 22, 2014.
3. The funds were generated as a shareholder distribution to me from the professional corporation.
4. My partner, Louis P. Aloise, and I take shareholder distributions on a regular basis. These funds are taxed as income at year end to my partner and me personally.
5. The professional corporation did not reimburse any funds to any employee for political contributions in connection with the subject fundraiser, or any other political fundraising event.

Signed the 26th day of September 2015, under the penalties of perjury.


Michael C. Wilcox