



FEDERAL ELECTION COMMISSION  
Washington, DC 20463

Case Number ADR 039  
Source MUR 5096  
Case Name Becker for Congress

### **NEGOTIATED SETTLEMENT**

This matter was initiated by a signed, sworn and notarized complaint filed by Vincent Grasso on behalf of Friends of Carolyn McCarthy. Following a review of the record and in an effort to promote compliance with the Federal Election Campaign Act of 1971, as amended ("the FECA"), and to resolve this matter, the Federal Election Commission ("the Commission") entered into negotiations with Greg Becker on behalf of "the Respondents", the Becker for Congress Committee and Robert G. Moyer, treasurer. It is understood that this agreement will have no precedential value relative to any other matters coming before the Commission.

Negotiations between the Commission and the Respondents have addressed all the issues raised in this matter. The parties have agreed to resolve the matter according to the following terms:

1. The Commission has entered into this agreement as part of its responsibility for administering the Federal Election Campaign Act and in an effort to promote compliance of the FECA on the part of the Respondents. The Commission's use of ADR procedures is authorized in "The Administrative Dispute Resolution Act of 1996," 5 U.S.C. § 572 and is an extension of 2 U.S.C. § 437g
2. The Respondents have voluntarily entered into this agreement with the Commission.
3. The complaint alleges that the Respondents distributed a campaign handout that did not include a disclaimer statement. The complaint also alleges that the Becker for Congress Committee ("the Committee") failed to report \$6,000 in contributions, that included \$5,000 received from the Freedom Project PAC and \$1,000 received from the Phillips International, Inc. PAC
4. Campaign material expressly advocating the election of an identified candidate shall contain a disclaimer clearly stating the name of the authorizing political committee. 2 U.S.C. § 441d(a)(1). Principal campaign committees of candidates are obliged to report the identification of each political committee which makes a contribution to it during the reporting period together with the date and amount of such contributions 2 U.S.C. § 434(b)(3)(B).
5. Respondents acknowledge the omission of the disclaimer on a flyer distributed during the 2000 election campaign which reportedly was prepared and used during the candidate's 1998 campaign for Congress. The Respondents assert that the campaign material prepared and used for the 2000 election contained the appropriate disclaimer

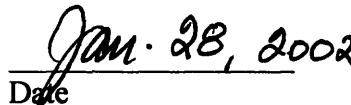
- 6 The Respondents report that the two campaign contributions cited by the complainant were listed on amended reports filed with the Commission. In an amended report filed on July 13, 2000, the Respondents note that a contribution from The Freedom PAC (for \$5,000), was inadvertently omitted from its January 31, 2000 Year End Report. It subsequently was listed on an amended report, filed on August 8, 2000, covering the Primary Election. Another amended report, filed on July 13, 2000, lists a \$1,000 contribution, received on March 8, 2000, from Phillips Publishing International, Inc. PAC.
7. The Respondents acknowledge that they failed to include a disclaimer on a handout distributed by the Committee during the 2000 election campaign and acknowledge the Committee's responsibility for monitoring its campaign material. The Respondents, in order to obtain a better understanding of the requirements and responsibilities placed on federal election campaign committees, agree to attend, during the next twelve months, an FEC sponsored seminar for campaign committees.
8. The parties agree that if the Respondents fail to comply with the terms of this settlement, the Commission may undertake civil action in the U S District Court for the District of Columbia to secure compliance.
9. This agreement will become effective on the date signed by all the parties and approved by the Commission
10. This Negotiated Settlement constitutes the entire agreement between the parties on ADR 039/MUR 5096 and effectively resolves this matter. No other statement, promise or agreement, either written or oral, made by either party, not included in herein, shall be enforceable

FOR THE COMMISSION:

Allan D Silberman,  
Director Alternative Dispute Resolution Office

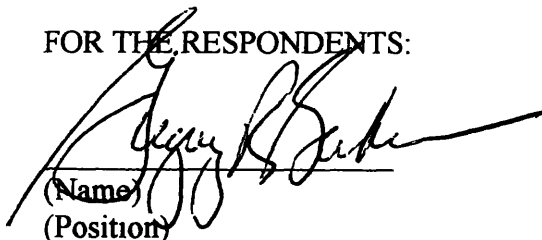


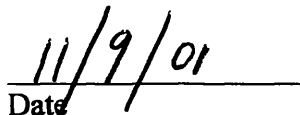
Allan D. Silberman



Date

FOR THE RESPONDENTS:

  
(Name)  
(Position)



Date