



**Federal Election Commission  
Washington, DC 20463**

Case Number ADR 046D  
Source MUR 5131  
Case Name Internet Auto Rent & Sales, Inc

### **NEGOTIATED SETTLEMENT**

This matter was initiated by a signed, sworn and notarized complaint filed by Richard Daly. Following review of the matter, and in an effort to promote compliance with the Federal Election Campaign Act of 1971, as amended, ("FECA") and resolve this matter, the Federal Election Commission ("Commission") entered into negotiations with John C. Stephens, President of Internet Auto Rent & Sales, Inc. ("Respondent"). 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 Respondent addressed the issues raised in this complaint. The parties agree to resolve the matter according to the following terms:

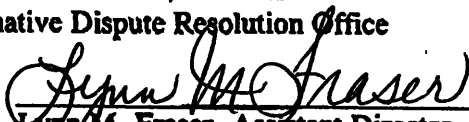
1. The Commission entered into this agreement as part of its responsibility for administering the FECA, and in an effort to promote compliance on the part of respondents. The Commission's use of alternative dispute resolution procedures ("ADR") is authorized in "The Administrative Dispute Resolution Act of 1996," 5 U.S.C. § 572 and is an extension of 2 U.S.C. § 437g.
2. Respondent voluntarily enters into this agreement with the Commission.
3. Complainant alleges Respondent made a prohibited in-kind contribution to a candidate for federal office during the 2000 campaign through the corporation's display of a large campaign sign on property owned by the corporation. Complainant further alleges that the campaign sign was placed on corporate property along a city street for display to the general public.
4. The FECA prohibits contributions and expenditures by a corporation in connection with a Federal election. 2 U.S.C. § 441b(a); 11 C.F.R. § 114.2(b). The term "contribution" or "expenditure" is defined to include "any direct or indirect payment, distribution, loan, advance, deposit, or gift of money, or any services, or anything of value ... to any candidate, campaign committee, or political party or organization," in connection with any Federal election. 2 U.S.C. § 441b(b)(2); 11 C.F.R. § 114.1(a)(1). *See also* 2 U.S.C. §§ 431(8)(A)(i) and (9)(A)(i); 11 C.F.R. §§ 100.7(a)(1) and 100.8(a)(1). The phrase "anything of value" includes goods or services provided without charge, or at a charge that is less than the usual or normal charge for such goods and services. Examples of such goods or services include, but are not limited to advertising. 11 C.F.R. §§ 100.7(a)(1)(iii)(A) and 100.8(a)(1)(iv)(A).

5. Respondent acknowledges that a large campaign sign was displayed on property leased by the corporation. Respondent added, however, that there was no intention to engage in prohibited activity.
6. Respondent, in order to resolve this matter and to avoid similar situations in the future agrees to: (a) distribute a memorandum to management personnel of Internet Auto Rent & Sales, Inc. reiterating the prohibitions on corporate contributions to candidates for Federal office, and (b) gain an understanding of the prohibitions and requirements of the FECA before interacting with candidates for Federal office.
7. The parties agree that if Respondent fails 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.
8. This agreement shall become effective on the date signed by all parties and approved by the Commission. Respondent shall comply with the terms of the settlement within thirty (30) days from the effective date of this agreement.
9. This Negotiated Settlement constitutes the entire agreement between Internet Auto Rent & Sales, Inc. and the FEC on ADR 046 (MUR 5131) and effectively resolves this matter as to Respondent. No other statement, promise or agreement, either written or oral, made by either party, not included herein, shall be enforceable.

**FOR THE COMMISSION:**

**Allan D. Silberman, Director  
Alternative Dispute Resolution Office**

By:

  
\_\_\_\_\_  
**Lynn M. Fraser, Assistant Director  
Alternative Dispute Resolution Office**

  
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**Date Signed**

**FOR THE RESPONDENTS:**

  
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**John C. Stephens, President  
Internet Auto Rent & Sales, Inc.**

  
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**Date Signed**