



FEDERAL ELECTION COMMISSION  
Washington, DC 20463

**Case Number** ADR 148  
**Source** PMUR 414  
**Case Name:** Superior Savings Bank of  
New England, N.A.

### **NEGOTIATED SETTLEMENT**

This matter was referred to the Federal Election Commission by the Office of the Comptroller of the Currency ("OCC"). 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 Kenneth A. Gross, Esq. on behalf of Superior Savings Bank of New England, N.A. (the "Respondent" or "Bank"). 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 Respondent 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 with the FECA on the part of the Respondent. 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 Respondent has voluntarily entered into this agreement with the Commission.
3. OCC determined during its review of Superior Savings Bank of New England, N.A., of Branford, Connecticut, that the Bank made contributions to political campaigns in Georgia, New Jersey and New York in 2001 and 2002. The review, which was part of OCC's supervisory and regulatory responsibilities, disclosed contributions totaling approximately \$4,000.
4. It is unlawful for any national bank to make a contribution or expenditure in connection with any election for any political office or in connection with any primary election or political convention or caucus held to select candidates for any political office or any officer or any director of any national bank to consent to any contribution or expenditure by the national bank. 2 U.S.C. § 441b(a). The aforementioned prohibition extends to any election to any political office, including local, State and Federal offices. 11 C.F.R. § 114.2(a).
5. Respondent acknowledged the contributions, however, contends that the error was due to the mistaken belief that the Bank was governed by New York State regulations rather

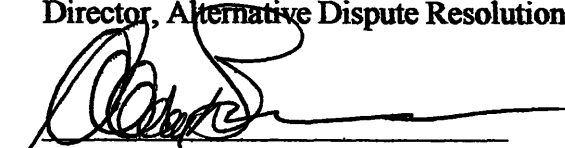
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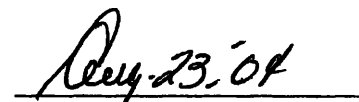
than the FECA. The Bank further contends it was unaware of the prohibition on national banks contributing to election campaigns.

6. In order to resolve this matter and avoid similar errors in the future, Respondent agrees to: (a) adopt and distribute within thirty (30) days of the effective date of this agreement a corporate policy advising Bank officers and directors that it is illegal for any national bank to make a contribution or expenditure in connection with any election to any political office or for any officer or director of a national bank to consent to any contribution or expenditure by the national bank to election campaigns; (b) to appoint an appropriate Bank officer to attend within twelve (12) months of the effective date of this agreement a FEC sponsored seminar on the Federal Election Campaign Act; and (c) to pay a civil penalty of \$1,000.
7. Respondent agrees that all information provided to resolve this matter is true and accurate to the best of its knowledge and that it signs this agreement under penalty of perjury pursuant to 28 U.S.C. § 1746.
8. The parties agree that if the Respondent fails to comply with the terms of this settlement, the Commission may submit any unpaid civil penalty for collection or undertake civil action in the U.S. District 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. Respondent shall comply with the terms of this settlement within thirty (30) days of the effective date of the agreement with the exception of provision (b) of paragraph seven (7) which shall be complied with within twelve months of the effective date of the agreement.
10. This Negotiated Settlement constitutes the entire agreement between the parties on ADR 148/PMUR 414 and effectively resolves this matter. 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

  
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Allan D. Silberman

  
\_\_\_\_\_  
Date

FOR THE RESPONDENT:

  
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Kenneth A. Gross, Esq. for  
Superior Savings Bank of N.E.

  
\_\_\_\_\_  
Date

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