



FEDERAL ELECTION COMMISSION
999 E Street, N.W.
Washington, DC 20463

Case Number: ADR 215
Source: MUR 5593
Case Name: Jack Davis for Congress

NEGOTIATED SETTLEMENT

This matter was initiated by a signed, sworn and notarized complaint filed by Bradley J. Stamm. Following a review of the matter 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 Jack Davis on behalf of Jack Davis for Congress and Robert Davis, Treasurer (the "Respondents" or the "Committee"). 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 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 with 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. Respondents have voluntarily entered into this agreement with the Commission.
3. The complainant alleged that Respondents failed to include disclaimers on campaign material distributed by the Committee. The complaint asserts that Respondents' mailings, web site, and newspaper advertisements either did not contain the appropriate disclaimer notices or those that did include disclaimer notices were incomplete and thus not in conformity with the requirements of the regulations.
4. Whenever a political committee makes a disbursement for the purpose of financing any communication through any broadcasting station, newspaper, magazine, mailing or any other type of general public political advertising, or whenever any person makes a disbursement for the purpose of financing communications expressly advocating the election or defeat of a clearly identified candidate or solicits any contribution through any broadcasting station, newspaper, magazine etc. or any other type of general public political advertising or makes a disbursement for an electioneering communication, such communication if paid for and authorized by a candidate, an authorized by a political

committee of a candidate, or its agents, shall clearly state that the communication has been paid for by such authorized political committee. 2 U.S.C. §§ 441d(a) and 441d(a)(1) and 11 C.F.R. §§ 110.11(a)(1), (2), (3) and (b)(1).

5. Any printed communication as described in the foregoing paragraph shall be of sufficient type size to be clearly readable by the recipient of the communication; be contained in a printed box set apart from the other contents of the communication; and be printed with a reasonable degree of color contrast between the background and the printed statement. 2 U.S.C. § 441d(c) and 11 C.F.R. § 110.11(c).
6. Respondents acknowledge errors in failing to place disclaimer notices in boxes and in appropriate size and contrast as required in the regulations. Respondents note that while some campaign material and mailings failed to advise that the communications were paid for by Jack Davis, they believed they complied with the "spirit of the law".
7. In order to resolve this matter and avoid similar errors in the future, Respondents agree to: 1) send the Committee's treasurer to a FEC seminar on federal election campaign finance reporting requirements for campaign committees; and 2) pay a civil penalty of \$1,000. In the event that the Committee decides to conclude its activities and, therefore, not attend a FEC seminar, Respondents agree to work with the Commission staff to expeditiously terminate the Committee.
8. Respondents agree that all information provided to resolve this matter is true and accurate to the best of their knowledge and that they sign this agreement under penalty of perjury pursuant to 28 U.S.C. § 1746.
9. The parties agree that if Respondents fail to comply with the terms of this settlement, the Commission may undertake civil action in the U.S. District for the District of Columbia to secure compliance and/or forward any outstanding civil penalty to the US Treasury for collection.
10. This agreement will become effective on the date signed by all the parties and approved by the Commission. Respondents shall comply with the terms of this settlement within twelve months (12) months of the effective date of this agreement for item one (1) and within thirty (30) days of the effective date of the agreement for item two (2) as listed in paragraph seven (7) above.
11. This Negotiated Settlement constitutes the entire agreement between the parties on ADR 215/MUR 5593 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.

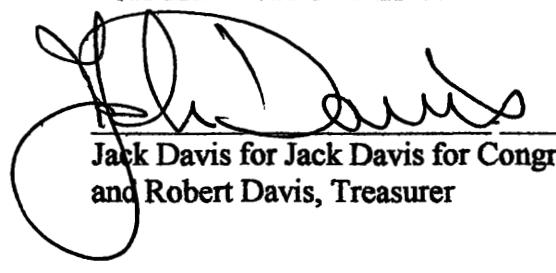
FOR THE COMMISSION:

Allan D. Silberman,
Director, Alternative Dispute Resolution Office


Allan D. Silberman

March 2, 2005
Date

FOR THE RESPONDENT:


Jack Davis for Jack Davis for Congress
and Robert Davis, Treasurer

FEB 11, 2005
Date

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