




FEDERAL ELECTION COMMISSION  
Washington, DC 20463

March 8, 2005

**MEMORANDUM**

**TO:** The Commission

**THROUGH:** James A. Pehrkon  
Staff Director

**FROM:** Allan D. Silberman   
Director, ADR Office

**SUBJ:** Negotiated Settlement for **ADR 218** and **ADR 217**

Attached for your review is a signed negotiated ADR settlement agreement pertaining to **ADR 218** (MUR 5554) and **ADR 217**(MUR 5498) Case for Congress and James H. Case, Treasurer (the "Respondents"). These matters were opened on October 4, 2004 and July 30, 2004 respectively and both were assigned to the ADR Office on January 4, 2005.

**ADR 218/MUR 5554:** Complainant contends that Respondents failed to include appropriate disclaimer notices on campaign material including campaign signs, banners, literature and website. Complainant argues that Respondents ignored the law despite being advised via an earlier complaint, i.e., MUR 5498 (**ADR 217**), that their signs and banners were in violation. Complainant contends that Respondents made no attempt to fix the their signs or banners. Respondents acknowledged the earlier complaint (MUR 5498) regarding yard signs, banners and urged that the Commission advise them if a disclaimer was required on the subject campaign material. Regarding the website, Respondents argued that the website contained the phrase "Copyright 2004 Case/Congress Campaign Committee." However, Respondents agreed to amend their website to include a disclaimer and insert a similar notice in a cookbook distributed by the campaign committee even though they argued that the book was not covered by the regulations.

**ADR 217/MUR 5498:** Complainant contends that Respondents failed to place disclaimer notices on campaign yard signs and banners. Photos enclosed depict campaign signs without any disclaimer notices. Three weeks after filing the complaint and a week before Respondents replied, the Complainant requested, after an unannounced visit by the candidate to his home, that the complaint be withdrawn. Respondents acknowledged paying for yard signs like ones depicted in the two photos that accompanied the complaint. Respondents contend that they did not consider that the requirement regarding the placement of disclaimer notices applied to yard signs. They did, however, commit to placing disclaimers on any new signs they have manufactured.

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**Note:** These two matters have been consolidated due to the fact that both were brought against the same Respondents and refer to the same disclaimer issues, although raised by different Complainants. Respondents concurred in the consolidation and agreed to address all the issues raised in the two complaints.

**ADR Director's Recommendation:** We recommend that the Commission approve the attached negotiated agreement relating to ADR 217 and ADR 218 and subsequently close the file on these two matters.

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