



**Federal Election Commission
Washington, DC 20463**

July 25, 2005

Clinton LeSueur
LeSueur for Congress '04
1235 Fairview Avenue
Greenville, MS 38701

Re: ADR 197, ADR 239, ADR 240
LeSueur for Congress '04 and Eddie "Eddie" Ingram, Treasurer

Dear Mr. LeSueur

Enclosed is the signed copy of the consolidated agreement resolving three complaints filed by Friends of Bennie Thompson in 2004 with the Federal Election Commission ("FEC/Commission") against LeSueur for Congress '04 and Eddie "Eddie" Ingram, Treasurer ("Respondents"). The agreement for ADR 197, ADR 239, and ADR 240 (MURs 5434, 5567 and 5608 respectively) was approved by the Commission on July 13, 2005 – the effective date of the agreement.

Note that paragraph 13 of the agreement specifies that Respondents shall comply with the terms of this settlement within ninety (90) days of the effective date of the agreement. Please forward to this office, a statement confirming Respondents' compliance with the terms listed in paragraph 10 of the aforementioned agreement. The letter should note the date on which Respondents satisfied the term listed in paragraph 10.

As you are aware, the settlement agreement will be made part of the record that is released to the public. The Commission will also place on the record copies of the complaint/referral, correspondence exchanged between your office and this office prior to our entry into settlement negotiations and reports prepared for the Commission by this office to assist in its consideration of this matter. The Commission is obliged by Federal statute to place on the public record documents in closed enforcement and alternative dispute resolution cases; accordingly, copies of documents relative to this matter will be forwarded shortly to the FEC's Public Information Office.

This agreement resolves the matter that was brought to the attention of the FEC by the Friends of Bennie Thompson regarding an alleged violation of the federal

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election campaign laws. I appreciate your assistance in effectively resolving these matters and bringing them to a mutually acceptable conclusion.

Sincerely,

Lynn M. Fraser, Assistant Director
Alternative Dispute Resolution Office
202-694-1665

Enclosure: Consolidated Agreement for ADR 197, ADR 239, ADR 240

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Washington, DC 20463**

Case Number: ADR 197

Source: MUR 5434

Case Number: ADR 239

Source: MUR 5567

Case Number: ADR 240

Source: MUR 5608

Case Name: LeSueur for Congress '04

NEGOTIATED SETTLEMENT

These matters were initiated by signed, sworn and notarized complaints filed by Friends of Bennie Thompson. 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 Clinton B. LeSueur representing LeSueur for Congress '04 and Eddie "Edie" D. Ingram, Treasurer ("the Committee" or "Respondents"). It is understood that this consolidated agreement will have no precedential value relative to any other matters coming before the Commission.

Negotiations between the Commission and Respondents addressed the issues raised in these complaints. 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. Respondents voluntarily enter into this agreement with the Commission.
3. The Complainant alleges that Respondents began running television advertisements on or about January 7, 2004 without the required oral disclaimer spoken by the candidate. Another complaint alleges that invitations mailed to voters for a fundraising event failed to include a disclaimer disclosing who authorized the invitation, and also failed to provide information about the non-tax deductible status of any contribution. The complaint goes on to allege the invitations failed to request contributor information including name, address and employer. In addition, another complaint alleged that Respondents had at least two billboards that failed to contain any disclaimer as to who authorized and paid for the advertisements.

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4. The FECA states that whenever a political committee makes a disbursement for the purpose of financing any communication through any broadcasting station, newspaper, magazine, outdoor advertising facility, mailing, or any other type of general public political advertising, the communication, if paid for by a candidate, an authorized political committee of a candidate, or its agents, shall clearly state who paid for the communication. 2 U.S.C. § 441d(a)(1).
5. 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 contributions through any broadcasting station, newspaper, magazine, outdoor advertising facility, mailing, any other type of general public political advertising, or makes a disbursement for an electioneering communication as defined in 2 U.S.C. § 434(f)(3) the communication must clearly state who paid for the advertisement and that it was authorized by the candidate, the candidate's authorized political committee, or its agents. 2 U.S.C. § 441d(a)(2).
6. If a political advertising communication is not authorized by a candidate, an authorized political committee of a candidate, or its agents, the communication shall clearly state the name and permanent street address, telephone number or World Wide Web address of the person who paid for the communication, and state that the communication is not authorized by any candidate or candidate's committee. 2 U.S.C. 441d(a)(3).
7. In addition to specifics as to size, color contrast and placement of disclaimers on printed materials, the FECA also requires communications by candidates or authorized persons transmitted through radio to include an audio statement by the candidate that identifies the candidate and states that the candidate has approved the communication. 2 U.S.C. § 441d(d)(1)(A). The statute goes on to state that any communication authorized by candidates or authorized persons transmitted through television shall include a statement that identifies the candidate and states that the candidate approved the communication. The candidate's statement shall be conveyed by an unobscured, full-screen view of the candidate making the statement, or the candidate in voiceover, accompanied by a clearly identifiable photographic or similar image of the candidate; and shall also appear in writing at the end of the communication for a minimum of four (4) seconds in a clearly readable manner with a reasonable degree of color contrast between the background and the printed statement. 2 U.S.C. § 441d(d)(1)(B).
8. Respondents acknowledge that inadvertent violations of the FECA occurred when disclaimers were omitted from political advertising. The Committee contends that disclaimers were added to print materials and billboards when it was possible to do so, and all subsequent television and radio communications included the required disclaimers.

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9. Respondents agree that an appropriate aggregate civil penalty in these matters would be \$10,000. Respondents contend, however, that financial hardship prevents the Committee from paying any civil penalty. Respondents submitted financial documentation in support of this claim of financial hardship. Due to the mitigating circumstances pertaining to Respondents' material representations of the Committee's financial condition, the Commission agrees to depart from the civil penalty that Respondents agree is justified. The Commission agrees that no civil penalty shall be owing.
10. Respondents agree to work with Commission staff to terminate the Committee.
11. 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.
12. 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 Court for the District of Columbia to secure compliance.
13. This agreement shall become effective on the date signed by all parties and approved by the Commission. Respondents shall comply with the terms of the settlement within three (3) months from the effective date of this agreement.
14. This Negotiated Settlement constitutes the entire agreement between the parties on ADR 197 (MUR 5434), ADR 239 (MUR 5567), and ADR 240 (MUR 5608), and effectively resolves these matters. 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
Lynn M. Fraser, Assistant Director
Alternative Dispute Resolution Office

7/13/05

Date Signed

FOR THE RESPONDENTS:

Clinton B. LeSueur

Clinton B. LeSueur
Representative for LeSueur for Congress '04
and Eddie "Edie" D. Ingram, Treasurer

6/20/05

Date Signed

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FEDERAL ELECTION COMMISSION
Washington DC 20463

THIS IS THE END OF ADR CASE # 240

DATE SCANNED 8/10/05

SCANNER NO. 1

SCAN OPERATOR SLH

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