

Election - Won/Lost: Lost

Election Cycle: 2006

Summary and Discussion of Case: The FECA requires all television communications for which a political committee makes a disbursement to include written and oral disclaimers. If the communication is paid for and authorized by a candidate or an authorized committee of the candidate, or any agent of the foregoing: (i) the candidate must orally identify himself and state that he approved the advertisement; (ii) this statement must be accompanied by a full on-screen view of the candidate or a voice-over with a photographic image or similar image; (iii) and at the end of the ad, there must be a written statement that the committee paid for the ad. The written disclaimer must be clear and conspicuous.

In this case, Complainants alleges that Richard Pombo, a candidate for the 11th Congressional District in California, and his campaign ran an advertisement on six broadcast and/or cable stations in the Sacramento media market on October 20, 2006 without any written disclaimer at the end of the ad, as the FECA requires. The Complainants also allege that the advertisement violated the Federal Communications Act's disclaimer requirements.¹ The Respondents state that the Committee campaign consultant thought that the disclaimers could be at either end of the advertisement. The Committee further states that it modified the ad to place the disclaimers at the end of the ad two to three days after the advertisement first aired. The Committee alleges that that the affected commercial cost \$20,000 to \$30,000 out of the total air time cost of \$900,000. Finally, the Respondents contend that the commercial did have the appropriate disclaimer at one end or the other during the entire course of the air time.

RECOMMENDATION:

- 1. Dismiss ADR 389/MUR 5857 and close the file.**

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