



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

May 15, 2019

Scott Hubay, Esq.
P.O. Box 6623
Cleveland, OH 44101

Re: ADR 891
Scholten4Iowa Campaign Committee and Scott Hubay, Treasurer

Dear Scott Hubay:

Enclosed is the signed copy of the Negotiated Settlement resolving the above-
shown matter. The Negotiated Settlement was approved by the Commission on May 9,
2019 – the effective date of the agreement.

Note the specific time frames for compliance detailed in the agreement. Please
forward to this office, a statement confirming Respondent's compliance with each term.
The letter should note the dates on which Respondents satisfied each of the terms and
contain the ADR case number. For your convenience, a compliance chart is attached.

Under the terms of the agreement, a civil penalty in the amount of \$750.00 is
due on June 8, 2019. Kindly review the attached payment instructions for details on
payment methods and the collection of unpaid debts.

As you are aware, the Negotiated Settlement 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 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 Records Office.

This agreement resolves this matter. I appreciate your assistance in effectively
resolving this matter and bringing the case to a mutually acceptable conclusion.

Sincerely,

Krista J. Roche

Krista J. Roche
Director
Alternative Dispute Resolution Office

Enc: Payment Instructions
Compliance Chart
Negotiated Settlement

cc: Gwendolyn Holmes, Finance and Accounting Office

ADRO Civil Penalty Payment Instructions

You may remit payment by credit card, debit card, or ACH withdrawal from your bank account through Pay.gov, the federal government's secure portal for online collections. Visit www.fec.gov/adrpayment to be directed to Pay.gov's FEC ADR Payment form.

This penalty may also be paid by check or money order made payable to the Federal Election Commission. It should be sent by mail to:

Federal Election Commission
Attn: Finance Office
1050 First Street, NE
Washington, DC 20463

Unpaid Civil Penalties

Unpaid civil money penalties will be subject to the Debt Collection Act of 1982 ("DCA") as amended by the Debt Collection Improvement Act of 1996 ("DCIA"), 31 U.S.C. § 3701 et seq. If you do not pay this debt within 30 days (or file a written petition to a federal district court - see below), the Commission will transfer the debt to the U.S. Department of the Treasury ("Treasury") for collection. Within 5 days of the transfer to Treasury, Treasury will contact you to request payment. Treasury currently charges a fee of 30% of the civil money penalty amount for its collection services. If the age of the debt is greater than or equal to two years old, Treasury will charge a fee of 32% of the civil money penalty amount for its collection services. The fee will be added to the amount of the civil money penalty that you owe. Should Treasury's attempts fail, Treasury will refer the debt to a private collection agency ("PCA"). If the debt remains unpaid, Treasury may recommend that the Commission refer the matter to the Department of Justice for litigation.

Actions which may be taken to enforce recovery of a delinquent debt by Treasury may also include: (1) offset of any payments, which the debtor is due, including tax refunds and salary; (2) referral of the debt to agency counsel for litigation; (3) reporting of the debt to a credit bureau; (4) administrative wage garnishment; and (5) reporting of the debt, if discharged, to the IRS as potential taxable income. In addition, under the provisions of DCIA and other statutes applicable to the FEC, the debtor may be subject to the assessment of other statutory interest, penalties, and administrative costs.

In accordance with the DCIA, at your request, the agency will offer you the opportunity to inspect and copy records relating to the debt, the opportunity for a review of the debt, and the opportunity to enter into a written repayment agreement.

ADR 891 Compliance Chart

Type	Date Due
Attend FEC seminar	May 9, 2020



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WASHINGTON, D.C. 20463

Case Number: ADR 891
Source: MUR 7393
Case Name: Scholten4Iowa Campaign Committee

NEGOTIATED SETTLEMENT

This matter was initiated by a signed, sworn, and notarized complaint filed by Lori Adams. 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 Scott M. Hubay, Esq. representing Scholten4Iowa Campaign Committee and himself, in his official capacity as Treasurer (the Committee or Respondents). 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 addressed the issues raised in this referral. 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 guided by "The Administrative Dispute Resolution Act of 1996," 5 U.S.C. § 572 and is an extension of 52 U.S.C. § 30109.
2. Respondents voluntarily enter into this agreement with the Commission.
3. On May 31, 2018, Lori Adams filed a Complaint alledging that Respondents failed to include a disclaimer on a mass mailing distributed to the public. In the Complaint it states that the mailer "does not include the required disclaimer and gives the recipient no information regarding what entity disseminated the piece."
4. If a communication is paid for and authorized by a candidate, an authorized committee of a candidate, or an agent of either of the foregoing, the disclaimer must clearly state that the communication has been paid for by the authorized political committee. 52 U.S.C. § 30120, 11 C.F.R. § 110.11(b)(1).
5. The Committee acknowledges that a disclaimer should have been included on the mailing, which cost \$9,970. Respondents contend that since this time, they have retained a treasurer experienced in federal campaigns, a new campaign manager familiar with disclaimer requirements, and a more experienced direct mail vendor.
6. Respondents, in an effort to avoid similar errors in the future, agree to: (a) certify that a representative of the Committee participated in an FEC conference, webinar, or other program developed in consultation with the FEC's Information Division within

twelve (12) months of the effective date of this agreement; and (b) pay a civil penalty of \$750.00 within thirty (30) days of the effective date of this agreement.

7. 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.
8. The parties agree that if Respondents fail to comply with the terms of this settlement, the Commission may submit any unpaid civil penalty to the U.S. Treasury for collection or undertake civil action in the U.S. District Court for the District of Columbia to secure compliance.
9. This agreement shall become effective on the date signed by all parties and approved by the Commission. Respondents shall comply with the terms of this agreement as set out in paragraph 6 above, and shall certify compliance with the above settlement terms in writing to the Alternative Dispute Resolution Office on or before the date each term becomes due.
10. This Negotiated Settlement constitutes the entire agreement between the parties on ADR 891 (MUR 7393), and resolves those issues identified in paragraph 3 above. No other statement, promise or agreement, either written or oral, made by either party, not included herein, shall be enforceable.

FOR THE COMMISSION:

**Krista J. Roche, Director
Alternative Dispute Resolution Office**

FOR THE RESPONDENTS:

Scott M. Hubay, Esq.
Representing Scholten4Iowa Campaign Committee
and Scott M. Hubay, Treasurer

5/1/19

Date Signed