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By Electronic Mail

January 8, 2021

Mr. Jeff S. Jordan
Assistant General Counsel
Federal Election Commission
Office of Complaints Examination
& Legal Administration
1050 First Street N.E.
Washington, D.C. 20463

Re: MUR 7843 (Marathon Petroleum Company LP)

Dear Mr. Jordan:

We write on behalf of Marathon Petroleum Company LP ("MPCLP"), in response to the complaint filed by Campaign Legal Center and pursuant to the Commission's Policy Regarding Self-Reporting of Campaign Finance Violations (Sua Sponte Submissions), 72 Fed. Reg. 16695 (Apr. 5, 2007).

The complaint alleges that MPCLP violated 52 U.S.C. § 30119(a)(1) by making contributions to two independent expenditure-only committees (so-called Super PACs), the Congressional Leadership Fund ("CLF") and the Senate Leadership Fund ("SLF"), while performing a single federal contract. The *sua sponte* portion of this submission concerns a December 2019 contribution to CLF that is not referenced in the complaint. While investigating the allegations in the complaint, MPCLP learned this contribution was made during a period in which it was negotiating the federal contract described in the complaint, but before that contract was awarded. Although, as described in section II *infra*, we do not believe this 2019 contribution violated the federal contractor contribution ban, we are bringing the contribution to the Commission's attention, in the event that the Commission reaches a different conclusion.

As outlined below, the Commission should dismiss this matter pursuant to its prosecutorial discretion. Moreover, in the wake of *Citizens United v. Federal Election Commission* and *SpeechNow.org v. Federal Election Commission*, the First Amendment to the U.S. Constitution prohibits the Commission from enforcing 52 U.S.C. § 30119(a)(1) as applied to these Super PAC contributions. Thus, even if the Commission does not dismiss the matter, the Commission should find no reason to believe a violation occurred.

FACTUAL BACKGROUND

Marathon Petroleum Corporation ("MPC"), together with its operating subsidiaries, is an integrated downstream energy company headquartered in Findlay, Ohio.

MPCLP is a wholly-owned subsidiary of MPC and serves as one of MPC's principal operating subsidiaries in the refining and marketing segment.[1] MPC's refining and marketing segment manufactures, sells, and distributes refined products to wholesale marketing customers, domestically and internationally, to buyers on the spot market, to MPC's retail segment, and to independent entrepreneurs who operate Marathon-branded retail outlets. Until 2020, MPCLP held no federal government contracts, within the meaning of 52 U.S.C. § 30119(a)(1).

As a large U.S.-based energy company, Marathon makes corporate political contributions at the state and federal level. Marathon has adopted robust political contribution policies designed to ensure compliance with applicable state and federal laws. These policies, among other things, require legal department approval of proposed corporate political contributions following a review of applicable contribution limits, reporting obligations, and other requirements. In 2018, Marathon was asked to make $500,000 contributions to both CLF and SLF. At the time, Marathon concluded that MPC could make the contributions, pursuant to the Commission's decision in MUR 6726 (Chevron U.S.A. Inc.),[2] because MPC held no federal government contracts and had other revenue sources sufficient to fund the contributions.[3] Although MPC was initially identified by in-house counsel as the entity to make the contributions, the contributions were ultimately made by *MPCLP*. In any event, MPCLP, like MPC, was not a federal contractor at the time of the 2018 contributions and had independent revenue sources sufficient to fund the contributions.

In December 2019, MPCLP again made a $500,000 contribution to CLF and made $500,000 contributions to both CLF and SLF in 2020. But unbeknownst to those that requested and provided legal review of the 2019 and 2020 contributions,[4] MPCLP submitted a bid for a single federal contract to provide a limited quantity of jet fuel from its Detroit refinery to the Defense Logistics Agency (the "DLA"), a unit of the U.S. Department of Defense, prior to date of the 2019 contribution. The DLA awarded MPCLP a contract as a result of the bid prior

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[1] As used herein, "Marathon" refers to MPC and its affiliates and subsidiaries, while MPCLP and MPC refer to those specific entities.

[2] MUR 6726 (Chevron U.S.A. Inc.), Factual and Legal Analysis to Chevron Corp. and Chevron U.S.A., Inc. at 6 (Mar. 11, 2014) ("The Commission has recognized a parent company may make a contribution to an independent-expenditure-only political committee if it has an ownership interest in a federal-contractor subsidiary when (1) the subsidiary is a separate and distinct legal entity and (2) the parent company has sufficient revenue derived from sources other than its contractor subsidiary to make the contribution.") (citation and quotation marks omitted).

[3] *See* Pfleiderer Decl. at ¶ 5.

[4] *See* Menefee Decl. at ¶¶ 5-7; Pfleiderer Decl. at ¶¶ 6-7, 10.

to the date of the 2020 contributions. MPCLP delivered the jet fuel and completed its performance under the DLA contract in September 2020 and received approximately $1.1 million under the contract, which constitutes a miniscule fraction of Marathon's total consolidated annual revenue and MPCLP's total annual revenues on a stand-alone basis.[5] In addition, MPCLP had, prior to the 2020 contributions, submitted another bid to supply the DLA with jet fuel, which was still pending as of the date of this submission.

As noted above, MPCLP had not historically engaged in federal government contracting, and those who requested and provided legal review of the 2019 and 2020 contributions were unaware that MPCLP was negotiating, had entered into, or was performing a federal government contract at the time of the contributions.[6]

After investigating the matter following receipt of the complaint, MPCLP requested and received refunds of the 2020 contributions. MPCLP has also requested a refund of the 2019 CLF contribution, which it expects to receive in the coming weeks.

SUMMARY OF ARGUMENT

The Commission should exercise its prosecutorial discretion under *Heckler v. Chaney*, 470 U.S. 821 (1985), to dismiss this matter. The salient facts of this matter are nearly identical to those in MUR 6403 (Arctic Slope Regional Corporation, et al.), a federal contractor case the Commission dismissed pursuant to its prosecutorial discretion prior to any finding of reason to believe. Just as in Arctic Slope, MPCLP was not generally in the business of federal government contracting prior to the time of the 2019 and 2020 contributions; those involved in requesting and providing legal review of the contributions were unaware that MPCLP was negotiating or had entered into a federal government contract for jet fuel sales; and the federal contract entered into accounted for a miniscule percentage of Marathon's consolidated revenues and MPCLP's total revenues on a stand-alone basis. *See* MUR 6403 (Arctic Slope, et al.), Factual and Legal Analysis to Arctic Slope Regional Corp. at 8 (Nov. 10, 2011).

Other factors also warrant dismissal as an exercise of prosecutorial discretion. Upon discovery of the issue, the 2020 contributions were promptly and fully refunded and Marathon has requested a refund of the 2019 contribution, which it expects to receive within a few weeks of this submission. Moreover, the contributions resulted from an innocent oversight—the lack of an updated inquiry into whether or not MPCLP was negotiating, had entered into, or was performing a federal government contract at the time of the contributions. Additionally, if Marathon had made the contribution from MPC or any of a number of its other affiliated entities with independent income streams and no federal contracts, the federal contractor contribution ban would not have been implicated. There is simply no connection between the contributions

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[5] *See* USASpending.gov, Indefinite Delivery Vehicle Summary SPE60220D0477, https://www.usaspending.gov/award/CONT_IDV_SPE60220D0477_9700.

[6] *See* Menefee Decl. at ¶¶ 5-7; Pfleiderer Decl. at ¶¶ 6-7, 10.

to CLF or SLF (which support congressional candidates) and the award of a small commodity contract issued by an agency within the Department of Defense in the executive branch.

Even if the Commission declines to exercise its prosecutorial discretion to dismiss the matter, the 2019 contribution to CLF was not prohibited. While one section of the federal contractor contribution ban suggests that it begins to run at the "commencement of negotiations" for a federal contract, the opening language of the ban makes clear that the ban is triggered only when a person "enters into" a government contract. Since MPCLP had not entered into a contract at the time of the 2019 contribution, that contribution did not violate the federal contractor contribution ban.

Further, any enforcement of the federal contractor prohibition as applied to contributions to the independent expenditure-only committees that received MPCLP funds is unconstitutional. As courts have recognized, restrictions on contributions to independent expenditure-only committees violate the First Amendment because such contributions do not present a risk of *quid pro quo* corruption or the appearance thereof. Accordingly, in the event that the Commission declines to exercise its prosecutorial discretion to dismiss the case, the Commission should find no reason to believe a violation occurred.

ARGUMENT

I. The Facts and Circumstances of Marathon's Contributions Warrant Dismissal as a Matter of Prosecutorial Discretion

Under *Heckler*, there is "no doubt" that the Commission has authority to dismiss complaints as a matter of prosecutorial discretion. *Citizens for Responsibility and Ethics in Washington v. Fed. Election Comm'n*, 892 F.3d 434, 438 (D.C. Cir. 2018) (citing *Heckler*, 470 U.S. at 831 and *Fed. Election Comm'n v. Akins*, 524 U.S. 11, 25 (1998)). The Commission has repeatedly dismissed matters pursuant to its inherent prosecutorial discretion, including at the reason to believe stage in cases involving alleged violations of the federal contractor contribution ban. *See* MUR 6403 (Arctic Slope, et al.). The same result should follow here.

A. Dismissal as a matter of prosecutorial discretion is consistent with the Commission's decision in Arctic Slope

The facts of this case closely mirror those in Arctic Slope, MUR 6403. In that matter, Arctic Slope Regional Corporation, a federal government contractor, contributed a total of $200,000 to an independent expenditure-only committee. As described in the Factual and Legal Analysis issued to Arctic Slope, the Commission dismissed the matter pursuant to its prosecutorial discretion for four reasons. First, the Commission emphasized that Arctic Slope did not ordinarily enter into contracts with the federal government. MUR 6403 (Arctic Slope, et al.), Factual and Legal Analysis to Arctic Slope Regional Corp. at 8 (Nov. 10, 2011). Second, the Commission explained that "the executive officer who made the decision to contribute to [the recipient] . . . averred he was not even aware of the existence of its lease arrangement until after the complaint was filed." *Id.* Third, the Commission noted "the amount paid by the federal government for the lease arrangement is relatively small, taking into consideration Arctic

Slope's other income and assets," representing only 0.0015% of Arctic Slope's gross revenue for the year. *Id.* Fourth, the Commission pointed out that the government affirmatively approached Artic Slope about the contract. *Id.*

These four factors are all present here. Like Arctic Slope, MPCLP did not ordinarily enter into federal contracts. Other than the single limited quantity contract for jet fuel at issue here, as of the date of this submission, MPCLP does not hold, nor has it held, any other federal contracts covered by the prohibition. Similarly, just as the Arctic Slope executive officer who made the decision to contribute averred that he was not aware of the government contract, the Director, Federal Government Affairs who requested the contributions and the in-house attorney who reviewed the contributions for compliance with campaign finance laws have also submitted declarations, enclosed herewith, attesting that they were unaware of MPCLP's single federal contract.[7]

In addition, the amount paid to Marathon by the federal government under the DLA contract represented a miniscule percentage of Marathon's consolidated gross annual revenue and MPCLP's gross annual revenue on a stand-alone basis. In Arctic Slope, the government's payments to Arctic Slope accounted for 0.0015% of Arctic Slope's gross revenue for the year. Marathon's revenues for calendar year 2019, the latest year for which such figures are available, were approximately $123,949,000,000.[8] The revenues received under the DLA contract therefore represent only 0.00089% (eighty-nine one-hundred-thousandths of a percent) of Marathon's 2019 revenues, which is an even smaller percentage than was at issue in the Arctic Slope matter.

Finally, in Arctic Slope, the Commission pointed out that the government affirmatively approached Artic Slope for the contract. In this case, the government also affirmatively requested contracts by publicly issuing a request for proposals to which MPCLP responded. Indeed, MPCLP won its contract through competitive bidding, while Arctic Slope's agreement was presumably a non-competitive sole source agreement—in other words, Marathon's contract was *less* prone to improper influence than the Arctic Slope agreement because it was awarded by a competitive process.

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[7] *See* Menefee Decl. at ¶ 7; Pfleiderer Decl. at ¶ 10;

[8] USASpending.gov, Indefinite Delivery Vehicle Summary SPE60220D0477, https://www.usaspending.gov/award/CONT_IDV_SPE60220D0477_9700; MPC, Annual Report 2019 at 50, https://www.marathonpetroleum.com/content/documents/Investors/Annual_Report/2019_MPC_Annual_Report_and_10K.pdf.

B. Other factors warrant dismissal as a matter of prosecutorial discretion

In addition to the presence of all the factors that resulted in the exercise of prosecutorial discretion in Arctic Slope, other factors further support the exercise of prosecutorial discretion here:

- The contributions here resulted from a simple, inadvertent oversight in the corporate political contribution approval process. In 2018, Marathon made the CLF and SLF contributions after consulting with its counsel and confirming there were no federal government contracts that would prohibit those contributions. Although MPC was initially identified by in-house legal counsel as the entity to make the contributions, they were ultimately made from MPCLP, another Marathon entity that also did not have federal government contracts at the time. Marathon also consulted with its in-house counsel in 2019 and 2020.[9] Having previously concluded that contributions to CLF and SLF were permissible, the contributions were approved again in 2019 and 2020 without an inquiry into whether or not MPCLP was negotiating, had entered into, or was performing a federal government contract at the time of the contributions.[10]

- The technical nature of the alleged violation is illustrated by the fact that Marathon could have permissibly made the contributions through MPC or another of its many operating subsidiaries and affiliates. Under the Commission's precedents, a separate but affiliated organization of a federal contractor may make contributions so long as it has its own independent income stream. *See* MUR 6726 (Chevron U.S.A. Inc.), Factual and Legal Analysis to Chevron Corp. and Chevron U.S.A., Inc. at 6 (Mar. 11, 2014). Marathon could therefore have made contributions of the same size to the same recipients from one of its many other business entities.[11]

- There is no relationship between the CLF and SLF contributions and the contract at issue. CLF and SLF are required by law to operate independently of any candidates or political parties. And in any event, the contract at issue was awarded by an agency within the executive branch; the Congressional candidates supported by CLF and SLF would presumably have no involvement in a single, limited quantity jet fuel purchase by a federal agency.

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[9] *See* Pfleiderer Decl. at ¶¶ 6-7.

[10] *See id.*

[11] Indeed, the 2018 contributions had been cleared by in-house counsel on the basis that they were to be made by MPC, a holding corporation which still has no federal government contracts.

- Marathon acted expeditiously to request refunds of the underlying contributions. Upon receipt of the October 28, 2020 complaint, but before Marathon was served, Marathon immediately investigated the matter and requested refunds of the 2020 contributions on October 31, 2020.[12] These refunds were issued on November 3, 2020, Election Day, meaning the funds were not available for either committee for last minute Election Day or post-election activity. In the course of investigating and responding to the complaint in this matter, MPCLP also determined that MPCLP had been negotiating its prospective contract with the DLA at the time of MPCLP's 2019 contribution to CLF. Even though that contribution, as noted below, was permissible, MPCLP has requested a refund,[13] which it expects to receive in the coming weeks.

II. MPCLP's 2019 Contribution Did Not Violate The Federal Contractor Contribution Ban

The Campaign Legal Center complaint alleges only that MPCLP's 2020 contributions to CLF and SLF violated the federal contractor contribution ban. The complaint does not identify any earlier contributions. Nevertheless, while investigating the allegations raised in the complaint, Marathon identified a December 2019 contribution that MPCLP made to CLF during a period in which it was negotiating the contract with the DLA but before that contract was entered into.

In the interest of full transparency and in furtherance of the Commission's *sua sponte* policy, Marathon has self-reported the circumstances surrounding that contribution. Nevertheless, Marathon does not believe the 2019 contribution violated the plain language of the government contractor contribution ban. The statute provides, in relevant part:

> It shall be unlawful for any person [w]ho *enters into any contract* with the United States . . . , at any time between the commencement of negotiations for the later of (A) the completion of performance under; or (B) the termination of negotiations for, such contract . . . to make any contribution . . . to any political party, committee, or candidate . . . .

52 U.S.C. § 30119(a)(1) (emphasis added). While Marathon, at the time of the 2019 contribution, had commenced negotiating a contract, it had not yet "enter[ed] into any contract with the United States." Pursuant to the statute's plain terms, the contribution prohibition is triggered only when a person first "enters" into a federal contract. Because MPCLP had not yet entered into a federal contract, it was not subject to the contribution ban when it made the contribution in 2019.

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[12] *See* Pfleiderer Decl. at ¶ 8.

[13] *See* Pfleiderer Decl. at ¶ 9.

The statutory clause stating that the restriction begins with the "commencement of negotiations" does not alter this conclusion. That clause describes the *period* in which the restriction applies but it does not describe the *persons* to whom the restriction applies. In contrast, the provision's opening clause explicitly describes the persons to whom the contribution restriction applies: those "who enter into" a federal government contract. Because MPCLP had not entered into a federal contract at the time it made the 2019 contribution, the 2019 contribution did not violate the statute.

This conclusion is the same, and further supported, under Commission regulations. The regulation interpreting the federal contractor contribution ban states: "It shall be unlawful for a Federal contractor, as defined in § 115.1(a), to make . . . any contribution . . . to any political party, committee, or candidate." 11 C.F.R. § 115.2(a). While the rule also states that the prohibition runs from the start of negotiations through the completion of performance or the end of negotiations, it applies only to a "Federal contractor, as defined in § 115.1(a)." That section defines a Federal contractor as a person who "*[e]nters into any contract* with the United States or any department of agency thereof . . . ." *Id.* § 115.1(a)(1) (emphasis added). Again, Marathon had not yet entered into a contract in 2019, and was therefore not a "Federal contractor" within the rule's prohibition.

III. The Federal Contractor Contribution Prohibition is Unconstitutional as Applied to MPCLP's Contributions to Super PACs

The First Amendment protects MPCLP's right to make contributions to Super PACs. If the Commission concludes not to dismiss this matter pursuant to its prosecutorial discretion, it should find no reason to believe that a violation occurred because the federal contractor contribution ban is unconstitutional as applied to these contributions to independent expenditure-only committees.

A. The First Amendment prohibits restrictions on contributions to independent expenditure-only committees

The First Amendment provides that "Congress shall make no law . . . abridging the freedom of speech." U.S. Const. amend. I. The First Amendment's speech protections allow for an "open marketplace of ideas," with political speech falling at the core of this protection. *See Citizens United*, 558 U.S. at 354 (citations and quotation omitted). Given its conclusion that political speech is entitled to special protections, the United States Supreme Court has held that the only legitimate state interest in restricting political contributions is the prevention of *quid pro quo* corruption or the appearance thereof. *See McCutcheon v. Fed. Election Comm'n*, 572 U.S. 185, 206-07 (2014).

The Supreme Court has recognized that independent political speech does not raise the *quid pro quo* corruption concerns that justify restrictions on direct contributions to candidates. As the Supreme Court has explained, independent expenditures lack the "prearrangement and coordination" of direct contributions. *Citizens United*, 558 U.S. at 355-359 (quoting *Buckley v. Valeo*, 424 U.S. 1, 47 (1976)). Restrictions on independent expenditures, therefore, do not satisfy the anticorruption interest, the only state interest the courts have recognized that could

justify restrictions on political expenditures. *Id.* The Court has further emphasized this point as applied to corporations.[14] *Id.* at 357 ("[I]ndependent expenditures, including those made by corporations, do not give rise to corruption or the appearance of corruption.").

In *SpeechNow.org*, the U.S. Court of Appeals for the District of Columbia Circuit held that the logic of *Citizens United* also applies to *contributions* to an organization that makes only independent expenditures:

> [B]ecause *Citizens United* holds that independent expenditures do not corrupt or give the appearance of corruption as a matter of law, then the government can have no anti-corruption interest in limiting contributions to independent expenditure-only organizations.

SpeechNow.org, 599 F.3d at 696.

After *SpeechNow.org*, the Commission itself recognized that, because independent expenditures do not give rise to *quid pro quo* corruption, "there is no basis to limit the amount of contributions to [an independent expenditure-only] Committee from individuals, political committees, corporations, and labor organizations." FEC AO 2010-11 (Commonsense Ten) at 3.

B. The federal contractor prohibition as applied to MPCLP's contributions to Super PACs is unconstitutional

That MPCLP entered into a single, relatively small federal contract does not mean that it has forfeited the First Amendment rights protected by *Citizens United* and its progeny. As the D.C. Circuit explained, "*Citizens United* holds that independent expenditures do not corrupt or give the appearance of corruption as a matter of law." *SpeechNow.org*, 599 F.3d at 696. Therefore, a prohibition on contractor contributions to Super PACs cannot be justified under the First Amendment, as interpreted by the Supreme Court. *Id.*

Indeed, the only court that has addressed the federal contractor prohibition as applied to independent expenditure-only committees in the *Citizens United* era casts doubt on the statute's constitutionality in this context. In 2013, albeit in *dicta*, the U.S. District Court for the District of Columbia explained:

> The en banc D.C. Circuit recently struck down a cap on contributions to Super PACs because, after *Citizens United*, "the government has no anti-corruption interest in limiting contributions to an independent expenditure group." *SpeechNow.org v. FEC*, 599 F.3d 686, 695 (D.C. Cir. 2010) (en banc). *SpeechNow* creates substantial doubt about the constitutionality of any limits on

[14] MPCLP is a limited partnership, but its ultimate parent is MPC, a corporation.

> Super PAC contributions—including [FECA's] ban on contributions by federal contractors.

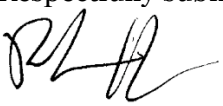
Wagner v. Fed. Election Comm'n, 901 F. Supp. 2d 101, 107 (D.D.C. 2012), *vacated on other grounds*, 717 F.3d 1007 (D.C. Cir. 2013).

Even if the Commission were to argue that the federal contractor ban should apply to contributions to an independent expenditure-only committee, the facts in this matter provide a particularly poor context to advance that argument for the reasons articulated in Section I, *supra*. Accordingly, if the Commission does not dismiss this matter pursuant to its prosecutorial discretion, it should find no reason to believe that a violation occurred because any enforcement of the government contractor prohibition as applied to MPCLP's contributions to CLF and SLF would violate the First Amendment.

IV. Conclusion

Given the particular facts of this case, enforcement is unwarranted. The facts here are similar to those in previous matters in which the Commission has exercised prosecutorial discretion to dismiss the complaint. Indeed, the facts go beyond those matters, highlighting the highly-technical nature of the violation alleged. Moreover, enforcement here would be unconstitutional under *Citizens United* and its progeny. Thus, the Commission should find no reason to believe that a violation occurred. The Commission should therefore either dismiss this matter as an exercise of prosecutorial discretion, or else find no reason to believe a violation occurred.

Respectfully submitted,



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Encl.

BEFORE THE FEDERAL ELECTION COMMISSION

In re MUR 7843	)

DECLARATION OF SHANE PFLEIDERER

1. My name is Shane Pfleiderer. This declaration is made upon my personal knowledge and belief to the best of my recollection.

2. I am employed by Marathon Petroleum Company LP ("MPCLP") as Senior Counsel. MPCLP is a wholly-owned subsidiary of Marathon Petroleum Corporation ("MPC").

3. I understand that the Campaign Legal Center recently filed a complaint with the Federal Election Commission alleging that MPCLP made contributions to Congressional Leadership Fund ("CLF") and Senate Leadership Fund ("SLF") after having entered into a contract to provide aviation turbine fuel to the Department of Defense (the "Contract").

4. As part of my role with MPCLP, I review political contributions made by MPCLP for compliance with campaign finance laws.

5. In 2018, I was involved in reviewing contributions to CLF and SLF. As part of this review, Marathon determined that that there were no federal government contracts that would prohibit those contributions.

6. In 2019, I received a request initiated by then-Director of Federal Government Affairs Jake Menefee to review and approve a contribution by MPCLP to the Congressional Leadership Fund ("CLF"). Having approved the 2018 contribution, I also

approved the 2019 contribution. I do not recall checking to determine whether MPCLP had since become a federal government contractor prior to approving the 2019 contribution.

7. In January 2020, I was asked to review a political contribution budget that included contributions of $500,000 each to CLF and SLF. Having approved the 2018 contributions to CLF and SLF and the 2019 contribution to CLF, I did not raise concerns regarding the 2020 contributions. I did not check to determine whether MPCLP had become a federal government contractor.

8. MPCLP requested refunds from CLF and SLF on October 31, 2020 of the 2020 contributions. MPCLP received these refunds on November 3, 2020.

9. Following receipt of the Campaign Legal Center complaint, MPCLP determined MPCLP had submitted a response for a request for proposal for the Contract prior to the time of the 2019 contribution to CLF. On December 17, 2020, MPCLP requested a refund of the 2019 contribution to CLF.

10. I was not aware at the time the above-referenced contributions were requested, approved, and made that MPCLP had been awarded, had entered into, or was performing the Contract or that it had submitted any bid for DLA contracts.

I declare under penalty of perjury that the foregoing is true and correct.

S P

Shane Pfleiderer

January 8, 2021

Date

BEFORE THE FEDERAL ELECTION COMMISSION

In re MUR 7843	)

DECLARATION OF JAKE MENEFEE

1. My name is Jake Menefee. This declaration is made upon my personal knowledge and belief to the best of my recollection.

2. I am employed by Marathon Petroleum Company LP ("MPCLP") as Vice President of Federal and State Government Affairs. Marathon Petroleum Company LP ("MPCLP") is a wholly-owned subsidiary of Marathon Petroleum Corporation.

3. I understand that the Campaign Legal Center recently filed a complaint with the Federal Election Commission alleging that MPCLP made contributions to Congressional Leadership Fund ("CLF") and Senate Leadership Fund ("SLF") after having entered into a contract to provide aviation turbine fuel to the Department of Defense (the "Contract").

4. As part of my role with MPCLP, I am involved in proposing political contributions to be made by MPCLP.

5. In December 2019, I proposed that MPCLP make a $500,000 contribution to CLF that month.

6. Also in December 2019, I helped prepare a draft political contribution budget for 2020. As part of that process, I ensured that the 2020 political contribution budget

include line items for a $500,000 contribution to CLF and a $500,000 contribution to SLF. In or around July 2020, I requested those contributions be made.

7. I was not aware at the time the above-referenced contributions were requested, approved, and made that MPCLP had been awarded, had entered into, or was performing the Contract or that it had submitted any bid for DLA contracts.

I declare under penalty of perjury that the foregoing is true and correct.

Jake Menefee

1/8/2021

Date