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**RECEIVED**
FEDERAL ELECTION COMMISSION**JULY 5, 2022 8:00 AM****OFFICE OF GENERAL COUNSEL**

July 3, 2022

BY EMAIL

Lisa J. Stevenson, Acting General Counsel
 General Counsel's Office
 Federal Election Commission
 1050 First Street, NE
 Washington, DC 20463
cela@fec.gov

Re: MUR 8016

Dear Ms. Stevenson:

The International Allied Printing Trades Association (hereinafter "IAPTA") was incorrectly named in the above-referenced matter.

IAPTA is an unincorporated association having its principal offices in Washington, DC. Declaration of Steven Nobles at ¶ 2 (hereinafter "Nobles Dec."). IAPTA is operated by two trade unions, the Printing, Publishing and Media Workers Sector/Communications Workers of America (hereinafter "PPM/CWA") and the Graphic Communications Conference of the International Brotherhood of Teamsters (hereinafter "GCC/IBT") for the purpose of having an association to jointly own and license the Allied Printing Trades Union Label (hereinafter "Allied Label"). Nobles Dec. at ¶ 3.

IAPTA is the owner of the Allied Label trademark, and it has been used by IAPTA since 1911, to identify goods produced and services rendered by IAPTA's union members employed by such persons and firms licensed and authorized by IAPTA to use the Allied Label, under working conditions approved by IAPTA, to distinguish such goods and services from goods produced by and services rendered by others who do not employ IAPTA's union members or under conditions not approved by the IAPTA. Nobles Dec. at ¶ 4. The Allied Label is colloquially referred to the "union bug." Nobles Dec. at ¶ 5.

Union labels or union bugs, such as the Allied Label, signify that the good which bears the label has been produced entirely by members of a trade union, working under terms and conditions negotiated between their union and their employer and embodied in a collective bargaining agreement. Nobles Dec. at ¶ 6. Many political candidates specifically request a bona fide union label be affixed on their campaign literature to ensure that the product was printed in

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its entirety by members of a labor union and to project to the public that they support labor unions or that their campaign materials were printed by a labor union. Nobles Dec. at ¶ 7.

IAPTA authorizes and assigns printing establishments the use of the Allied Label when they have signed an IAPTA License and agree to abide by its terms. Nobles Dec. at ¶ 8. The License, which is signed by a company and IAPTA, sets forth the terms of use of the Allied Printing Trades Union Label and assigns to the company an Allied Label and Label Number which is to appear on all printed goods produced by that company under conditions in conformity with the IAPTA License. *Id.* A copy of an IAPTA License is attached to the Nobles Dec.

Thus, the employees at a print shop organize into one of the labor unions that belongs to IAPTA. Nobles Dec. at ¶ 9. The print shop and the labor union enter into a collective bargaining agreement that covers the terms and conditions of employment for the employees. *Id.* The print shop asks for a union bug. *Id.* The print shop and IAPTA enter into a License. *Id.* IAPTA provides the print shop with the Allied Label. *Id.* A customer enters the print shop and places an order for printed campaign material. *Id.* The customer tells the print shop that it wants the union bug printed on the campaign materials. *Id.* The print shop prints the campaign material and affixes the Allied Label to it. *Id.* The customer pays the print shop for the campaign material. *Id.*

As the complainant indicated in his complaint, the campaign material at issue had the Allied Label affixed to it stating, “Allied Printing Trade Council, Union Label, Washington.” But, all this means is that the campaign material was printed by union labor at a print shop that has a License with IAPTA. Nobles Dec. at ¶ 10. It does not mean that IAPTA paid for, authorized, sponsored or contributed to the campaign material or to the production of the material or paid or contributed anything to the candidate who is identified in the campaign material. *Id.* This is because IAPTA did not pay for, authorize, sponsor or contribute to the campaign material at issue or to the production of the campaign material at issue or pay or contribute anything to the candidate who is identified in the campaign material at issue. Nobles Dec. at ¶ 11.

As IAPTA did not pay for, contribute towards or sponsor the communication at issue or the candidate identified in the communication at issue, IAPTA did not have any obligation to place a disclaimer on the campaign material. Nobles Dec. at ¶ 12. As IAPTA did not have any obligation to place a disclaimer on the campaign material, IAPTA did not violate the Federal Election Campaign Act of 1971 (“Act”).

IAPTA does not know who paid for the campaign material at issue. Nobles Dec. at ¶ 13. The print shop that printed the campaign material at issue might know who paid for the campaign material. *Id.* IAPTA does not know which print shop printed the campaign material. Nobles Dec. at ¶ 14. There is an allegation in the complaint that Mt. Vernon Printing printed the campaign material at issue. IAPTA has issued a License to Mt. Vernon Printing. *Id.* Thus, Mt. Vernon Printing is licensed to affix the IAPTA Allied Label to printed material as requested by its customers and paid for by them. *Id.* The FEC should ask Mt. Vernon Printing who paid for the campaign material or the candidate himself.

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As IAPTA did not pay for the campaign material or contribute to the candidate's campaign and the presence of the Allied Label only signifies that the campaign material was printed by union members employed by a printing company, IAPTA had no legal obligation to place a disclaimer on the campaign material and did not violate the Act.

Please contact me if you have any questions or need additional information. We look forward to a quick determination that no action should be taken against IAPTA. Thank you for your consideration of this matter.

Sincerely,

MOONEY, GREEN, SAINDON
MURPHY & WELCH, P.C.

By: 
Peter J. Leff

cc: Steven Delanni, IAPTA President
Steven Nobles, IAPTA Secretary-Treasurer

BEFORE THE FEDERAL ELECTION COMMISSION**Case No. MUR 8016****DECLARATION OF STEVEN NOBLES**

I, Steven Nobles, in lieu of an affidavit as permitted by 28 U.S.C. Section 1746, declare as follows:

1. I am the Secretary-Treasurer of the International Allied Printing Trades Association (hereinafter "IAPTA").
2. IAPTA is an unincorporated association having its principal offices in Washington, DC.
3. IAPTA is operated by two trade unions, the Printing, Publishing and Media Workers Sector/Communications Workers of America (hereinafter "PPM/CWA") and the Graphic Communications Conference of the International Brotherhood of Teamsters (hereinafter "GCC/IBT") for the purpose of having an association to jointly own and license the Allied Printing Trades Union Label (hereinafter "Allied Label").
4. IAPTA is the owner of the Allied Label trademark, and it has been used by IAPTA since 1911, to identify goods produced and services rendered by IAPTA's union members employed by such persons and firms licensed and authorized by IAPTA to use the Allied Label, under working conditions approved by IAPTA, to distinguish such goods and services from goods produced by and services rendered by others who do not employ IAPTA's union members or under conditions not approved by the IAPTA.
5. The Allied Label is colloquially referred to the "union bug."
6. Union labels or union bugs, such as the Allied Label, signify that the good which bears the label has been produced entirely by members of a trade union, working under terms and

conditions negotiated between their union and their employer and embodied in a collective bargaining agreement.

7. Many political candidates specifically request a bona fide union label be affixed on their campaign literature to ensure that the product was printed in its entirety by members of a labor union and to project to the public that they support labor unions or that their campaign materials were printed by a labor union.
8. IAPTA authorizes and assigns printing establishments the use of the Allied Label when they have signed an IAPTA License and agree to abide by its terms. The License, which is signed by a company and IAPTA, sets forth the terms of use of the Allied Printing Trades Union Label and assigns to the company an Allied Label and Label Number which is to appear on all printed goods produced by that company under conditions in conformity with the IAPTA License. A copy of an IAPTA License is attached hereto.
9. When the employees at a print shop organize into one of the labor unions that belongs to IAPTA and the print shop and the labor union enter into a collective bargaining agreement that covers the terms and conditions of employment for the employees and the print shop asks for a union bug and the print shop and IAPTA enter into a License, IAPTA provides the print shop with the Allied Label. When a customer enters the print shop and places an order for printed campaign material and the customer tells the print shop that it wants the union bug printed on the campaign materials, the print shop will print the campaign material and affix the Allied Label to it, and then the customer pays the print shop for the campaign material.
10. The campaign material at issue had the Allied Label affixed to it stating, "Allied Printing Trade Council, Union Label, Washington." All this means is that the campaign material

was printed by union labor at a print shop that has a License with IAPTA. It does not mean that IAPTA paid for, authorized, sponsored or contributed to the campaign material or to the production of the material or paid or contributed anything to the candidate who is identified in the campaign material.

11. IAPTA did not pay for, authorize, sponsor or contribute to the campaign material at issue or to the production of the campaign material at issue or pay or contribute anything to the candidate who is identified in the campaign material at issue.
12. IAPTA did not place a disclaimer on the campaign material at issue, because IAPTA did not pay for, contribute towards or sponsor the communication.
13. IAPTA does not know who paid for the campaign material at issue. The print shop that printed the campaign material at issue might know who paid for the campaign material.
14. IAPTA does not know which print shop printed the campaign material. There is an allegation in the complaint that Mt. Vernon Printing printed the campaign material at issue. IAPTA has issued a License to Mt. Vernon Printing. Mt. Vernon Printing is licensed to affix the IAPTA Allied Label to printed material as requested by its customers and paid for by them.

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

Executed on July 3, 2022.



Steven Nobles

LICENSE

GOVERNING THE USE OF THE LABEL OF THE INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION

THIS LICENSE granted this day of A.D. to licensee
by the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION, licensor witnesseth:

That the licensee in consideration of the license to the use of the label of the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION, licensor, hereby represents that he now employs and hereby proposes during the continuance of this license to employ in the printing, mailing, binding and production of all printed and digital matter members in good standing of unions which are affiliated with the licensor whose terms and conditions of employment are governed by a collective bargaining agreement entered into by licensee and a union which is affiliated with the licensor, and to faithfully carry out all of his contracts or agreements of employment with such unions. The licensee shall not give, provide, loan or sell the label provided pursuant to this license to any other individual or employer, nor permit the label provided pursuant to this license to be used or affixed by any other individual or employer, without the permission of the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION. The licensee shall not affix the label provided pursuant to this license, or permit the affixation of the label provided pursuant to this license, to any printed or digital matter produced in whole or in part by any individual or employer who does not have a license to the use of the label of the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION. The license herein granted shall be non-transferrable and non-assignable.

The licensor agrees to furnish to said licensee free of cost, unless otherwise provided for hereinafter, the label of the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION for the sole use of the said licensee, it being understood and agreed that the title to the same shall be and always remain in the licensor, and any violation of this license, or the laws, rules and regulations governing the issuance and use of said label of the licensor, shall render this label null and void and cause any further use of the label of the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION by said licensee to be illegal and without warrant or right. In the event that this license expires, is canceled, is revoked or is deemed null and void, licensee agrees to return to the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION or destroy all forms of the label of the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION in licensee's possession.

It is further understood and agreed by both the licensee and licensor to this license that any previous license or contract made for the use of said label of the licensor is hereby canceled and revoked, and that the license to said licensee for the use of said label as herein agreed to shall become effective the day of A.D., and shall remain in effect unless revoked by either the licensee or licensor or otherwise terminates in accordance with this license. The license governing the use of the label of the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION shall automatically terminate, without notice from the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION, and the right of the licensee to use said label shall immediately cease in the event that any existing collective bargaining agreement between the licensee and unions affiliated with the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION terminates or expires, provided, however, that the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION may, at its sole discretion, permit the licensee to continue to use the label if in the judgment of the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION, the negotiation of a replacement agreement appears imminent. Furthermore, this license shall automatically terminate, without notice from the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION, and the right of the licensee to use the label shall immediately cease in the event that there is any strike, work stoppage or lockout (irrespective of whether the strike, work stoppage or lockout is lawful or unlawful) involving any union affiliated with the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION representing any employees of the licensee at the facility where this license is effective.

In witness whereof, the licensee and licensor have hereunto set their hands and seals,

this day of A.D.

Attest:

.....
Secretary, Allied Printing Trades Council

..... (Seal)

Signature of Employer

International Allied Printing Trades Association

**THIS LICENSE MAY NOT BE ALTERED NOR AMENDED.
SUPPLEMENTAL AGREEMENTS OR CONDITIONS HERETO
ARE NOT PERMISSIBLE.**

by
President, Allied Printing Trades Council, Its Agent

Know All Men By These Presents

That the local Allied Printing Trades Council, of the city of in the State of by and through its president and secretary, is hereby authorized and empowered by the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION in its name and in its behalf to sign, execute, do, act, transact, determine, accomplish, complete, carry out and perform all and every act and thing whatsoever which is or may be proper and necessary to be done in carrying out and effectuating the terms, conditions and agreements of the following license in strict accordance with and subject at all times to present and all future laws, rules, regulations, orders, or instructions of the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION or its Board of Governors enforceable in said State of or under the provisions of Title 15, Section 1114 of the United States Code or other applicable Federal laws.

In witness whereof, the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION
has hereunto set its hands and seals the day of A.D.

unions. The licensee shall not give, provide, loan or sell the label provided pursuant to this license to any other individual or employer, nor permit the label provided pursuant to this license to be used or affixed by any other individual or employer, without the permission of the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION. The licensee shall not affix the label provided pursuant to this license, or permit the affixation of the label provided pursuant to this license, to any printed or digital matter produced in whole or in part by any individual or employer who does not have a license to the use of the label of the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION. The license herein granted shall be non-transferrable and non-assignable.

The licensor agrees to furnish to said licensee free of cost, unless otherwise provided for hereinafter, the label of the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION for the sole use of the said licensee, it being understood and agreed that the title to the same shall be and always remain in the licensor, and any violation of this license, or the laws, rules and regulations governing the issuance and use of said label of the licensor, shall render this label null and void and cause any further use of the label of the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION by said licensee to be illegal and without warrant or right. In the event that this license expires, is canceled, is revoked or is deemed null and void, licensee agrees to return to the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION or destroy all forms of the label of the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION in licensee's possession.

It is further understood and agreed by both the licensee and licensor to this license that any previous license or contract made for the use of said label of the licensor is hereby canceled and revoked, and that the license to said licensee for the use of said label as herein agreed to shall become effective the day of, A.D. and shall remain in effect unless revoked by either the licensee or licensor or otherwise terminates in accordance with this license. The license governing the use of the label of the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION shall automatically terminate, without notice from the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION, and the right of the licensee to use said label shall immediately cease in the event that any existing collective bargaining agreement between the licensee and unions affiliated with the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION terminates or expires, provided, however, that the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION may, at its sole discretion, permit the licensee to continue to use the label if in the judgment of the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION, the negotiation of a replacement agreement appears imminent. Furthermore, this license shall automatically terminate, without notice from the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION, and the right of the licensee to use the label shall immediately cease in the event that there is any strike, work stoppage or lockout (irrespective of whether the strike, work stoppage or lockout is lawful or unlawful) involving any union affiliated with the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION representing any employees of the licensee at the facility where this license is effective.

In witness whereof, the licensee and licensor have hereunto set their hands and seals

this day of, A.D.

Attest:

.....
Secretary, Allied Printing Trades Council

..... (Seal)
Signature of Employer

International Allied Printing Trades Association

**THIS LICENSE MAY NOT BE ALTERED NOR AMENDED.
SUPPLEMENTAL AGREEMENTS OR CONDITIONS HERETO
ARE NOT PERMISSIBLE.**

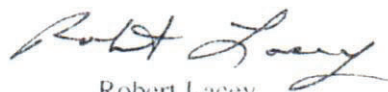
by
President, Allied Printing Trades Council, Its Agent

Know All Men By These Presents

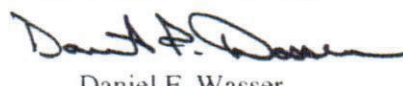
That the local Allied Printing Trades Council, of the city of in the State of, by and through its president and secretary, is hereby authorized and empowered by the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION in its name and in its behalf to sign, execute, do, act, transact, determine, accomplish, complete, carry out and perform all and every act and thing whatsoever which is or may be proper and necessary to be done in carrying out and effectuating the terms, conditions and agreements of the following license in strict accordance with and subject at all times to present and all future laws, rules, regulations, orders, or instructions of the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION or its Board of Governors enforceable in said State of or under the provisions of Title 15, Section 1114 of the United States Code or other applicable Federal laws.

In witness whereof, the INTERNATIONAL ALLIED PRINTING TRADES ASSOCIATION
has hereunto set its hands and seals the day of, A.D.

Attest:


Robert Lacey
Secretary-Treasurer

International Allied Printing Trades Association


Daniel F. Wasser
President

Shop Information: ☐ CWA ☐ GCC

.....
Name of Local Allied Printing Trades Council, Agent for Licensor

Name

Address

City/State/Zip

Phone Fax

Email

Label Number

Date