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RECEIVED
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COMMISSION
OFFICE OF GENERAL
COUNSEL

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	
Sharp Shooting Indoor Range and Gun Shop, Inc.	)	MUR 5048
	)	
	)	

CONCILIATION AGREEMENT

This matter was initiated by a signed, sworn, and notarized complaint by Kris Wilder. The Federal Election Commission ("Commission") found reason to believe that Sharp Shooting Indoor Range and Gun Shop, Inc. ("Respondent") violated 2 U.S.C. §§ 441b, 441d(a) and 434(c).

NOW, THEREFORE, the Commission and Respondent, having participated in informal methods of conciliation, prior to a finding of probable cause to believe, do hereby agree as follows:

I. The Commission has jurisdiction over Respondent and the subject matter of this proceeding, and this agreement has the effect of an agreement entered pursuant to 2 U.S.C. § 437g(a)(4)(A)(i).

II. Respondent has had a reasonable opportunity to demonstrate that no action should be taken in this matter.

III. Respondent enters voluntarily into this agreement with the Commission.

IV. The pertinent facts in this matter are as follows:

1. Respondent is a for-profit corporation, organized and incorporated in the State of Washington; it operates a gun shop and indoor shooting range in Spokane, Washington.

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2. In June of 2000, Respondent used approximately $225.00 in corporate funds to pay for a radio advertisement in connection with the re-election of Congressman George Nethercutt stating "support your pro-freedom candidates like Congressman Nethercutt," "George Nethercutt is the only candidate," and "Stop by Sharp Shooting for more information on Congressman Nethercutt and the many ways you can help protect your rights."

3. On June 26, 2000, radio station KGA in Spokane, Washington began airing Respondent's advertisement. The advertisement aired a total of fourteen times from June 26 through June 29, 2000, at varying times throughout each day.

4. KGA reaches approximately 55,100 people per week, or 12.8% of the Spokane metropolitan population.

5. The Act prohibits corporations from making independent expenditures expressly advocating the election or defeat of a clearly identified candidate. The Act also provides that whenever a person makes an expenditure for the purpose of financing communications expressly advocating the election or defeat of a clearly identified candidate, such communication shall contain a disclaimer in accordance with 2 U.S.C. § 441d(a). The disclaimer must explicitly state both who paid for it and whether any candidate or campaign committee authorized it.

V. At the time Respondent paid for the advertisement it did not believe it had violated the Act. However, in order to expedite the settlement of this matter, Respondent accepts the Commission's legal conclusion that it violated 2 U.S.C. § 441b by using corporate funds to pay for and air a radio advertisement that expressly advocated the re-election of Congressman George Nethercutt, and that it violated 2 U.S.C. § 441d(a) by

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failing to include a disclaimer in the advertisement clearly stating who paid for the advertisement, and whether the advertisement was authorized by Congressman Nethercutt and/or his campaign committee. Respondent agrees to cease and desist from committing or causing any violation of 2 U.S.C. §§ 441b or 441d(a).

VI. Respondent agrees to pay a civil penalty to the Federal Election Commission in the amount of Five Hundred dollars ($500.00), pursuant to 2 U.S.C. § 437g(a)(5)(A).

VII. The Commission, on request of anyone filing a complaint under 2 U.S.C. § 437g(a)(1) concerning the matters at issue herein or on its own motion, may review compliance with this agreement. If the Commission believes that this agreement or any requirement thereof has been violated, it may institute a civil action for relief in the United States District Court for the District of Columbia.

VIII. This agreement shall become effective as of the date that all parties hereto have executed it and the Commission has approved the entire agreement.

IX. Respondent shall have no more than thirty (30) days from the date this agreement becomes effective to comply with and implement the requirements contained in this agreement and to so notify the Commission.

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X. This Conciliation Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or by agents of either party, that is not contained in this written agreement shall be enforceable.

FOR THE COMMISSION:

Lawrence H. Norton
General Counsel

BY: Rhonda J. Vosdingh
Rhonda J. Vosdingh
Associate General Counsel
for Enforcement

12/18/02
Date

FOR RESPONDENT:

Robin R. Ball
Name: ROBIN R. BALL
Title: OWNER / CEO

11-5-02
Date

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