



**Federal Election Commission  
Washington, DC 20463**

June 25, 2007

James E. Bolluyt  
3938 Square Road  
Ames, IA 5001

Re: ADR # 369  
Spencer for Congress and Judith A. Jackson Treasurer

Dear Mr. Bolluyt:

Enclosed is the signed copy of the agreement resolving the complaint filed on September 26, 2006 with the Federal Election Commission ("FEC/Commission") against Spencer for Congress ("Respondents"). The agreement for ADR 369 (MUR 5778) was approved by the Commission on June 21, 2007 – the effective date of the agreement.

Note the specific time frames for compliance in paragraph 9 of the agreement. Please forward to this office, a statement confirming Respondent's compliance with the terms listed in paragraph 6 of the aforementioned agreement. The letter should note the dates on which Respondents satisfied each of the terms listed in paragraph 6.

As you are aware, the settlement agreement 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, correspondence exchanged between your office and this office prior to our entry into settlement 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 Information Office.

This agreement resolves the matter that was brought to the attention of the FEC by the Cullen Sheehan regarding an alleged violation of the federal election campaign

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

Sincerely,



Deborah Ruth Kant, Director  
Alternative Dispute Resolution Office  
202-694-1661

Enclosure: Agreement

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Federal Election Commission  
Washington, DC 20463

Case Number: ADR 369  
Source: MUR 5778  
Case Name: Spencer for Congress

### NEGOTIATED SETTLEMENT

This matter was initiated by a signed, sworn and notarized complaint filed by Cullen Sheehan. 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 James E. Bolluyt, (former Treasurer) representing Spencer For Congress and Judith A. Jackson, in her 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 complaint. 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 2 U.S.C. § 437g.
2. Respondents voluntarily enter into this agreement with the Commission.
3. Complainant alleges that the candidate, Selden Spencer, M.D., a candidate for the Fourth Congressional District in Iowa, and his campaign committee distributed lawn signs and campaign literature with inadequate disclaimers.
4. The FECA requires all printed communications for which a political committee makes a disbursement to include written 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, the printed communication must have a written statement that the committee paid for the communication. The written disclaimer must be clear and conspicuous and be contained in a printed box set apart from the communication's contents. 2 U.S.C. § 441d, 11 C.F.R. §§ 110.11(c)(1), (2).
5. Respondents apologize for its error and acknowledge that the lawn signs and letters (the Complainant submitted one of each with the complaint) did not comply with FECA's disclaimer requirements due to Committee staff comprised solely of volunteers. Respondents contend that all the yard signs and letters with the

inadequate disclaimers have been removed. The Respondents also state that the Committee now has a professional finance manager.

6. Respondents, in an effort to avoid similar errors in the future, agree to: (a) designate or hire two communications compliance specialists who will review every communication prepared by the Committee to ensure compliance with the FECA; (b) issue written policies on disclaimers for Committee staff, and (c) send a professional staff member to attend a FEC seminar within twelve months 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 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 within thirty (30) days from the effective date of this agreement except as otherwise noted in paragraph 6. With respect to attendance at an FEC seminar, Respondents will certify to the Commission when they have completed the seminar and will further certify that the Committee has learned and understands the FECA's disclaimer requirements.
10. This Negotiated Settlement constitutes the entire agreement between the parties on ADR 369 (MUR 5778), and effectively resolves the 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:

By: Deborah Ruth Kant  
Deborah Ruth Kant, Director  
Alternative Dispute Resolution Office

6/22/07  
Date Signed

FOR THE RESPONDENTS:

James E. Bolluyt  
James E. Bolluyt,  
Representing Spencer for Congress and  
Judith A. Jackson, Treasurer

6/14/07  
Date Signed