



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

Scott E. Thomas, Esquire  
Jennifer Carrier, Esquire  
Dickstein Shapiro LLP  
1825 Eye St., NW  
Washington, DC 20006

**SEP 15 2015**

RE: MUR 6659  
Murray Energy Corporation  
Murray Energy Corporation PAC and  
Michael G. Ruble  
in his official capacity as treasurer

Dear Mr. Thomas and Ms. Carrier:

On September 10, 2015, the Federal Election Commission accepted the signed conciliation agreement submitted on behalf of your client, Murray Energy Corporation in settlement of a violation of 52 U.S.C. §§ 30104(c), 30104(g) and 30120(a) provisions of the Federal Election Campaign Act of 1971, as amended. Accordingly, the file has been closed in this matter.

Documents related to the case will be placed on the public record within 30 days. See Statement of Policy Regarding Disclosure of Closed Enforcement and Related Files, 68 Fed. Reg. 70,426 (Dec. 18, 2003) and Statement of Policy Regarding Placing First General Counsel's Reports on the Public Record, 74 Fed. Reg. 66,132 (Dec. 14, 2009). Information derived in connection with any conciliation attempt will not become public without the written consent of the respondent and the Commission. See 52 U.S.C. § 30109(a)(4)(B).

Enclosed you will find a copy of the fully executed conciliation agreement for your files. Please note that the civil penalty is due within 30 days of the conciliation agreement's effective date. If you have any questions, please contact me at (202) 694-1650.

Sincerely,

A handwritten signature in cursive script that reads "Kamau Philbert" with a small flourish at the end.

Kamau Philbert  
Attorney

Enclosure  
Conciliation Agreement



2. The Act and Commission's regulations require a disclaimer whenever any person makes a disbursement for the purpose of financing a public communication that expressly advocates the election or defeat of a clearly identified federal candidate. 52 U.S.C. § 30120 (a); 11 C.F.R. § 110.11(a)(2). If the communication is not authorized by a candidate or an authorized committee, the disclaimer must clearly state the name and permanent street address, telephone number, or World Wide Web address of the person who paid for the communication and state that the communication was not authorized by any candidate or candidate's committee. 52 U.S.C. § 30120(a)(3); 11 C.F.R. § 110.11(b)(3);<sup>1</sup> *see also* 11 C.F.R. § 109.11 (requiring "non-authorization" disclaimer for independent expenditures).

3. A public communication includes an "outdoor advertising facility" and "any other form of general public political advertising." 11 C.F.R. § 100.26. Signs, including yard signs, are encompassed within the phrase, "any other form of general public political advertising," although they are not specifically enumerated in the definitions of public communication in 52 U.S.C. § 30101(22) and 11 C.F.R. § 100.26. *See* 11 C.F.R. § 110.11(c)(2)(i) (containing a specific reference to "signs" in a provision setting out requirements for disclaimers on printed communications).

4. A communication contains express advocacy when, among other things, it uses phrases such as "vote against Old Hickory," "reject the incumbent," or uses campaign slogans or individual words that in context can have no other reasonable meaning than to urge the defeat of a clearly identified federal candidate. *Id.* § 100.22(a).

<sup>1</sup> The disclaimer notice on printed materials must appear within a printed box set apart from the other contents in the communication, and the print must have a reasonable degree of color contrast between the background and the printed statement and be of a sufficient type-size to be clearly readable by the recipient of the communication. 2 U.S.C. § 30120(c); 11 C.F.R. § 110.11(c)(2).

5. Every person (other than a political committee) who makes independent expenditures in an aggregate amount or value in excess of \$250 during a calendar year must file a statement disclosing information about the expenditures. 52 U.S.C. § 30104(c)(1); 11 C.F.R. § 109.10(b). Among other things, the statement must disclose the identity of each person who made a contribution in excess of \$200 for the purpose of furthering the reported independent expenditure, whether the independent expenditure supports or opposes the candidate involved, and whether it was coordinated with any candidate. 52 U.S.C. § 30104(c)(2); 11 C.F.R. § 109.10(e).

6. A person that makes or contracts to make independent expenditures aggregating \$10,000 or more at any time up to and including the 20th day before the date of an election must file a report describing the expenditures within 48 hours. 52 U.S.C. § 30104(g)(2)(A); 11 C.F.R. § 109.10(c). Additional reports are required within 48 hours after each time the person makes or contracts to make independent expenditures aggregating an additional \$10,000 with respect to the same election. 52 U.S.C. § 30104(g)(2)(B); 11 C.F.R. § 109.10(c).

7. During May and June of 2012, Rob Murray, Murray Energy's Vice President for Marketing & Sales and External Affairs, saw signs stating, "STOP the WAR on COAL – FIRE OBAMA," at numerous locations throughout Ohio and Pennsylvania. The signs did not include a disclaimer.

8. On July 1, 2012, Murray Energy paid \$3,600 for 600 identical signs from vendor Gary Dubois.

9. Murray Energy bought additional signs (including two banners) from Art Works in August and October 2012. Specifically, on August 10, 2012 Murray Energy paid \$4,038 for 1,000 signs, and on August 14, 2012 it paid \$856 for two vinyl banners. On August 29, 2012,

Murray Energy paid \$6,896.90 for 1,506 signs (including six, four-feet-by-eight-feet corrugated signs) and on October 11, 2012 it paid \$6,541.48 for 1,600 signs.

10. As a result, Murray Energy paid \$21,932 for 4,708 signs between July and October 2012, without including any disclaimers indicating that it paid for the signs.

11. Murray Energy contends: (a) that it was unaware the signs required disclaimers; (b) that the significant prior distribution by others of identical signs without a disclaimer was a factor in such lack of awareness; (c) that it acted in the mistaken belief that "STOP the WAR on COAL – FIRE OBAMA" could reasonably be read to primarily advocate a policy result long publicized by Murray Energy; (d) and that it demonstrated its willingness to comply with the law by stopping distribution of the signs when a complaint was filed claiming that a disclaimer was required.

V. 1. Respondent violated 52 U.S.C. § 30120(a) and 11 C.F.R. § 110.11 by failing to identify who paid for public communications that contained express advocacy and state whether a candidate or candidate's committee authorized the communications.

2. Respondent violated 52 U.S.C. §§ 30104(c) and 30104(g) and 11 C.F.R. § 109.10 by failing to report the costs of public communications that contained express advocacy as independent expenditures.

3. Respondent will cease and desist from violating 52 U.S.C. §§ 30104(c), 30104(g), and 30120(a), and 11 C.F.R. §§ 109.10 and 110.11.

4. Respondent will disclose its disbursements for the signs pursuant to 52 U.S.C. §§ 30104(c) and 30104(g).

VI. Respondent will pay a civil penalty to the Federal Election Commission in the amount of Five Thousand Dollars (\$5,000) pursuant to 52 U.S.C. § 30109(a)(5)(A).

VII. The Commission, on request of anyone filing a complaint under 52 U.S.C. § 30109(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 same and the Commission has approved the entire agreement.

IX. Respondent shall have no more than 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.

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:

Daniel A. Petalas  
Acting General Counsel

BY:   
Kathleen Guith  
Acting Associate General Counsel  
for Enforcement

9-15-15  
Date

FOR THE RESPONDENT:

  
(Name) Scott E. Thomas

8/26/15  
Date