

Cook, Scott

From: Jennifer Miller <jmillercarney@gmail.com>
Sent: Friday, October 11, 2024 2:35 PM
To: Cook, Scott
Cc: repke4mtstateauditor@gmail.com; Gallus, Chris J.; Hendricksen-Scott, Shelley
Subject: [EXTERNAL] Re: New Attribution Complaint Received- Mohs v. Repke, COPP-2024-CFP-043
Attachments: COMPLIANCE billboards - REPKE Lamar Contract #4768989 JOHN REPKE FOR MONTANA STATE AUDITOR (1).pdf

Scott,

Per the Mohs v. Repke complaint, the attribution omissions were not intentional and we have completed the following corrective actions to bring all materials into compliance:

1. Social media posts and profiles have been updated to reflect the 'D' and the 'Paid for by' attributions
2. We have contracted with Lamar (see attached) to update the billboards with 'Paid for by' and a 'D' after the zip codes. Please accept this contract as proof of our efforts. Lamar will have the additions produced and installed within several days; at that time, we send to MTCOPP photos of the billboards to demonstrate compliance.

Let me know if there is anything else we can do!

Thanks, Scott!

Jen

Jennifer Miller
jmillercarney@gmail.com
610.457.0552

On Fri, Oct 11, 2024 at 11:39 AM Cook, Scott <SCook3@mt.gov> wrote:

Jen,

Please see the attached copy of *Mohs v. Repke*, COPP-2024-CFP-043, a formal Campaign Finance and Practices (CFP) Complaint alleging violation of Montana's attribution requirements under Montana Code Annotated (MCA) [13-35-225](#). Commissioner Gallus has reviewed the complaint and determined the allegations to be merited. A letter from Commissioner Gallus discussing the complaint process and

formally requesting an attribution response be provided within 2 business days is also attached to this email. In summary, the campaign will need to bring each material into compliance as required, by adding the appropriate partisan affiliation. This attribution response needs to be provided to COPP within 2 business days, pursuant to MCA 13-35-225(6)(a)(i). As an attribution complaint, the complaint will be publicly posted to COPP's agency website before the end of the day today.

If you have any questions regarding attribution requirements or the formal attribution complaint process, please do not hesitate to contact me- (406) 444-4627. I have included Administrative Rules of Montana (ARM) [44.11.601](#)(4), below, which outlines how partisan candidates may appropriately note their party affiliation on material such as this- use of the full party name (Democrat, Libertarian, or Republican), party symbol (donkey for the Democratic party, Statue of Liberty for the Libertarian party, elephant for the Republican party), or capitalized first letter (D, L, or R) is allowable.

Scott Cook

Compliance Specialist 3/Public Records Officer

Office of the Commissioner of Political Practices

(406) 444-4627

SCook3@mt.gov



ADMINISTRATIVE
RULES OF
MONTANA

44.11.601 ATTRIBUTION ON ELECTION MATERIAL

- (1) Pursuant to 13-35-225, MCA, election communications, electioneering communications, and independent expenditures (referred to collectively herein as "election materials") must disclose the person who paid for the election materials, by including the appropriate attribution language set out in (2).

(4) In partisan candidate elections, election communications and electioneering communications financed by a candidate or a political committee organized on the candidate's behalf must state either the candidate's party affiliation or include the candidate's party symbol.

(a) To meet the party affiliation disclosure requirement, election materials should state the name or a reasonable and comprehensible abbreviation of the name of one of the qualified political parties in Montana: "Democrat," "Libertarian," or "Republican."

(b) To meet the party symbol disclosure requirement, election materials should include either the symbol for one of the qualified political parties in Montana or the capitalized first letter of one of the parties. Acceptable symbol designations are:

(i) Democrat: the donkey symbol or "D";

(ii) Libertarian: the Statue of Liberty symbol or "L"; or

(iii) Republican: the elephant symbol or "R."

(c) The commissioner may determine that other language or a symbol included within a particular election material complies with the statutory directive, as long as there is some objective basis for the use of the language or symbol and the identity of the party is readily discernable.

(d) The party affiliation or symbol may appear with the attribution language, or within the body of the message content in the election materials.

Billings
 7505 Entryway Drive
 Billings, MT 59101
 Phone: 406-252-7181
 Fax: 406-252-7690



CONTRACT # 4768989

Date: 10/11/2024
 New/Renewal: NEW
 Account Executive: Seth Rogers
 Phone: 406-252-7181

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	645630-29
Name	PLAZBY SOLUTIONS, LLC
Address	796 STONEGATE DRIVE
City/State/Zip	BOZEMAN, MT 59715
Contact	Tim Warner
Email Address	plazby@gmail.com
Phone #	(406) 461-4618
Fax #	
P.O./ Reference #	
Advertiser/Product	JOHN REPKE FOR MONTANA STATE AUDITOR
Campaign	

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
Vinyl	237 Billings, MT	snipe production/installation		11/01/24	1	\$1,250.00	\$1,250.00
Total Production/Other Services Costs:							\$1,250.00

Special Considerations:

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solido with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Media Buyer **(Officer/Title)** of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

Customer:	PLAZBY SOLUTIONS, LLC
Signature:	<i>Tim Warner</i> (signature above)
Name:	Tim Warner (print name above)
Date:	Oct 11, 2024 (date above)

THE LAMAR COMPANIES	This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.	
	_____	_____
ACCOUNT EXECUTIVE: Seth Rogers	GENERAL MANAGER	DATE

STANDARD CONDITIONS

1. Late Artwork: The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
2. Copyright/Trademark: Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.





3. **Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.

4. **Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.

5. **Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.

6. **Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.

7. **Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.

8. **Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.

9. **Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.

10. **Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.

11. **Bulletin Enhancements:** Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.

12. **Assignment:** Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

