FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

THIS IS THE BEGINNING OF MUR # 3079

DATE FILMED 9/27/91 CAMERA NO. 3

CAMERAMAN AS

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RECEIVED
FEDERAL ELECTION COMMISSION
MAIL ROOM

90 JUN 18 PM 10: 14

CSM *CREDIT SERVICES OF MICHIGAN, INC.*
1982 Hemmeter
Saginaw, MI 48603
(517) 799-8500

RECEIVED
FEDERAL ELECTION COMMISSION
OFFICE OF GENERAL COUNSEL
90 JUN 18 PM 3: 47

June 13, 1990

MUR 3079

General Counsel
Federal Election Commission
Washington D.C. 20463

RE: Market Opinion Research Company, Detroit vs. Friends of Voinovich

We are Credit Services of Michigan, Inc., our agency is representing Market Opinion Research Company in the above named matter.

We wish to file a complaint on Friends of Voinovich. We recently received financial records for 1989 and have spoken to the office of public records. We were informed that the above owing debt, in the amount of $15,000.00, was not listed in their 1988-89 financial reports.

We have attached copies of invoices, correspondence and a signed contract for the above debt.

If additional information is needed please feel free to contact us.

Cordially,

Pat Allen

Pat Allen

Enclosures

Subscribed and Sworn to before me

this 13th day of June, 1990

Beverly J. Watson

Notary Public, Saginaw County,

Michigan.

My commission expires 1/26/92

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MARKET OPINION RESEARCH **AGREEMENT**

Agreement made September 20, 1988, between Market Opinion Research Company, a Michigan Corporation, of Detroit, Michigan ("MORC") and Friends of Voinovich ("client")

MORC and client agree that MORC shall conduct a public opinion survey ("survey") for client on the following terms and conditions.

1. *Conduct of Public Opinion Survey*

(A) The survey shall consist of not less than **800 telephone interviews administered to a probability sample of registered voters in the State of Ohio.** ("Population sample")

(b) MORC will submit the questionnaire and population sample information for the survey to client for approval prior to the commencement of interviews. The specific details of the survey as to timing questionnaire content, and population sample to be surveyed (except as otherwise specified in paragraph 1(a) shall be mutually agreed upon by the parties as circumstances may require. In the event the parties fail to agree, client shall have final authority to determine the subject matter content of the survey and the population type to be sampled while MORC shall have final authority to determine the specific wording of questions on the questionnaire and the specific individuals within the given population type to be sampled. MORC shall not be obligated to ask questions of persons interviewed in addition to those included on the approved questionnaire or to provide data or interpretations with respect to topics or types of issues not covered by the questionnaire. MORC will proceed with a survey only after it receives notice of the client's approval of the questionnaire and the population sample.

(c) Payment as required by paragraph 2 having been made to MORC, the survey to be conducted by MORC shall be commenced by MORC within ten days after written or oral approval by client of the questionnarie and the population sample, or **September 20, 1988**, whichever date is later.

(d) A report of the results of the survey in the customary form used by MORC shall be delivered to client not later than **September 26, 1988.**

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2. *Fees and Payment*

Client agrees to pay MORC for the survey, a **fee of fifteen thousand dollars ($15,000) which is due and payable proir to September 26, 1988.**

Payment more than thirty days overdue shall bear interest at twelve percent (12%) annual rate.

3. *Ownership of Surveys and Disclosure of Information*

The interpretive report of the survey shall become the property of client after delivery of the report to client by MORC and the payment to MORC of the full fee provided in paragraph 2. The survey replies and all related data, materials and information shall remain the property of MORC. MORC agrees to retain such items for at least two years and give client reasonable access to them. MORC agrees not to divulge or use for any purpose, including but not limited to advertising and public relations, the information obtained in the survey or included in the interpretive report without the written consent of client; provided, however, if the data or results of the survey or contents of the interpretive reprot are directly or indirectly made public by client or anyone else acting for client or on its behalf, MORC may make public the following information: the population from which the sample was taken, the method of obtaining the interviews including the size and design of the sample and the basis of the data if the sample is less than the total sample, the dates and times when the interviews were conducted, the exact wording of questions asked and the client's name. Client agrees that if it or anyone else acting for it on its behalf wishes to release in whole or in part to the public by press release, speech or otherwise the data or results of the survey or contents of the interpretive report that client or such other person will first notify MORC in writing and that there will also be stated in the release, speech, or otherwise that the survey or interpretive report, as the case may be, was done by MORC. Client agrees, at all times both during the term of this agreement and thereafter, to keep in confidence all knowledge or information as to the processes, methods and techniques of MORC and not to disclose or make known such knowledge or information to any person, firm, corporation or organization including but not limited to competitors of MORC except when specifically authorized to do so in writing by MORC. Client further understands and agrees that the names and/or addresses of interviewers used by MORC and the names and/or addresses of persons sampled are confidential and will not be made available to client.

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4. *Cancellation of Survey*

Client may cancel this survey or a subsequent survey, if any, on written notice to MORC made at least seven days prior to the scheduled starting date of interviewing. In the event written notice of cancellation is received by MOR prior to the scheduled starting date of interviewing, any deposits or payments made by the client with respect to said survey shall be returned to it. In the event that the written notice of cancellation of a survey is received by MORC prior to the scheduled starting date of interviewing, MORC shall be entitled to ten percent (10%) of the full fee for the survey as liquidated damages, the parties expressly agreeing that MORC's damages and costs of preparing for any such survey are not capable of precise measurement.

5. *Exclusion of Warranties*

MORC agrees to utilize its best efforts to insure the accuracy of any survey conducted by it pursuant to this Agreement. However, it is specifically understood and agreed that nothing in this Agreement, or any survey or interpretive report, shall be considered as either a prediction or guarantee of the results of any election or the outcome of any event and any representations or warranties, express or implied, to that effect are hereby excluded. In addition, MORC shall not be responsible or liable for any failure by it to conduct any survey or render any interpretive report if such failure results from labor disturbances, fires, floods, wars, riots, civil disturbances and other similar or dissimilar events beyond the control of MORC.

6. *Limitation of Liability*

In the event MORC does not or is unable to perform any of the services provided for by this contract, for any reason whatsoever, the sole liability of MORC shall be to refund or credit that portion of the fee that relates to the non-rendered service. In no event shall MORC be responsible to the client for any special or consequential damages by virtue of any non-performance hereunder.

7. *Miscellaneous*

(a) The following persons (and no others) are representatives of the parties for purposes of this Agreement with authority to give notices and otherwise act on behalf of the respective parties:

For Client:	*for MORC:*
Vince Panichi	**Alex Gage**

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(b) All notices given pursuant to, or in connection with, this Agreement shall be deemed given when delivered in person or deposited in the U.S. mail with first class postage prepaid to the recipient addressed as follows:

If to Client:	*If to MORC:*
Friends of Voinovich Hannah Bldg. Suite 600 1422 Euclid Ave. Cleveland, OH 44115	Market Opinion Research 243 West Congress Suite 1000 Detroit, MI 48226
Attn: Vince Panichi	Attn: Alex Gage

(c) This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements written or verbal and may be amended only by written instrument signed by both parties.

(d) The pronouns "it" and "its" shall include the pronouns "he", "she" and "them" and the singular shall include the plural, and vice versa. The word "survey" shall include the word "subsequent surveys" where evident from the context.

(e) This Agreement shall be binding on the respective administrators, executors, heirs, successors or assigns of the parties.

(f) This Agreement shall be construed in accordance with the laws of the State of Michigan.

(g) If any one or more of the provisions of this Agreement are held illegal, invalid or unenforceable, the balance of the Agreement shall remain in full force and effect.

8. *Additional provisions*

Client is a political committee with a chairman and a treasurer at least one of whom has authorized this expenditure by said committee as defined in the Federal Election Campaign Act of 1974 and, as such, client has assured MORC that it will account for and disclose the cost of this survey as an expenditure as required by said Act and otherwise comply with any other applicable Federal or State law in connection with this matter.

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MORC reserves the right to use the findings from this survey in anonymous form as to the specific population and client for purposes of aggregate and comparative analysis to be made available to other clients of MORC or publications.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first written above.

BY _____

Its _____
(Client)

MARKET OPINION RESEARCH COMPANY

BY _____

Its _____

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MARKET OPINION RESEARCH

245 WEST CONGRESS DETROIT MICHIGAN 48226 (313) 963-2414

August 31, 1989

Mr. Vince Panichi
Friends of Voinovich
3366 Elsmere
Shaker Heights, Ohio 44120

Dear Mr. Panichi:

The attached invoice indicates a balance due MOR of $15,000.00 on the City of Cleveland Survey. Since the billing is now over 90 days old, I would appreciate if you would review your records and expedite payment ASAP.

If our records do not agree, please contact me immediately so that we can resolve this matter. I will call you next week to follow up on this matter.

Regards,

Janice Stonehill

Janice Stonehill
Accounts Receivable
Enclosure

9004080154 6

MARKET OPINION RESEARCH

243 WEST CONGRESS, DETROIT, MICHIGAN 48226 | (313) 963-2414

Friends of Voinovich
629 Hanna Building
1422 Euclid Avenue
Cleveland, OH 44115

DECEMBER 5, 1989

STATEMENT

Date	Invoice Number	Amount
28FEB89	16463	$15,000.00
	Total	$15,000.00

9004030015347

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

June 25, 1990

Pat Allen
Credit Services of Michigan, Inc.
1982 Hemmeter
Saginaw, MI 48603

RE: MUR 3079

Dear Ms. Allen:

This letter acknowledges receipt on June 18, 1990, of your complaint alleging possible violations of the Federal Election Campaign Act of 1971, as amended ("the Act"), by the Friends of Voinovich, Vincent M. Panicni, as treasurer and George V. Voinovich. The respondents will be notified of this complaint within five days.

You will be notified as soon as the Federal Election Commission takes final action on your complaint. Should you receive any additional information in this matter, please forward it to the Office of the General Counsel. Such information must be sworn to in the same manner as the original complaint. We have numbered this matter MUR 3079. Please refer to this number in all future correspondence. For your information, we have attached a brief description of the Commission's procedures for handling complaints.

If you have any questions, please contact Retha Dixon, Docket Chief, at (202) 376-3110.

Sincerely,

Lawrence M. Noble
General Counsel

BY: Lois G. Lerner
Associate General Counsel

Enclosure
Procedures

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

June 25, 1990

Vincent M. Panichi, Treasurer
Friends of Voinovich
25201 Chagrin Blvd. #200
Beachwood, Ohio 44122

RE: MUR 3079

Dear Mr. Panichi:

The Federal Election Commission received a complaint which alleges that the Friends of Voinovich and you, as treasurer, may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 3079. Please refer to this number in all future correspondence.

Under the Act, you have the opportunity to demonstrate in writing that no action should be taken against you in this matter. Please submit any factual or legal materials which you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath. Your response, which should be addressed to the General Counsel's Office, must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public. If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

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If you have any questions, please contact Jeff Long, the staff member assigned to this matter at (202) 376-5690. For your information, we have attached a brief description of the Commission's procedures for handling complaints.

Sincerely,

Lawrence M. Noble
General Counsel

BY: Lois G. Lerner
Associate General Counsel

Enclosures
1. Complaint
2. Procedures
3. Designation of Counsel Statement

cc: George V. Voinovich

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RECEIVED
FEDERAL ELECTION COMMISSION

90 JUL -9 AM 10: 24

CIUNI & PANICHI INC.
CERTIFIED PUBLIC ACCOUNTANTS

RECEIVED
FEDERAL ELECTION COMMISSION
90 JUL -9 PM 3: 40

July 5, 1990

Mr. Jeff Long
General Counsel's Office
Federal Election Commission
Washington, D.C. 20463

Re: MUR 3079

Dear Mr. Long:

Enclosed please find a copy of the remittance advice and cancelled check for the agreement dated September 20, 1988, as response to the complaint filed by Market Opinion Research Company. From the aforementioned source data, it is apparent that no action should be taken against us in this matter.

If you should require any additional information, please contact me at (216) 831-7171.

Very truly yours,

Vincent M. Panichi
Treasurer

VMP/jp
Enclosures

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25201 CHAGRIN BOULEVARD, BEACHWOOD, OHIO 44122-5633
TELEPHONE 216 831-7171
FAX 216/831-3020

FRIENDS OF VOINOVICH

REFERENCE	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET AMOUNT
15902	09/26/88	INVOICE	15000.00		15000.00

CHECK NO.	DATE		GROSS	DISCOUNT	CHECK AMOUNT
004511	10/05/88	TOTALS	15000.00		15000.00

FRIENDS OF VOINOVICH

SOCIETY NATIONAL BANK
CLEVELAND, OH
0103-410

4511

DATE	CHECK NO.	CHECK AMOUNT
10/05/88	004511	$15,000.00

FIFTEEN THOUSAND DOLLARS AND 00 CENTS

MARKET OPINION RESEARCH
DRAWER 67-000
DETROIT, MI 48267

Remittance Advice

NOT NEGOTIABLE

⑈004511⑈ ⑆041000103⑆ 01 2⑈0507⑈

FRIENDS OF VOINOVICH

SOCIETY NATIONAL BANK
CLEVELAND, OH
6-103-410

4511

3000 3018 03

DATE	CHECK NO.	CHECK AMOUNT
10/05/88	004511	$15,000.00

FIFTEEN THOUSAND DOLLARS AND 00 CENTS

Y
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MARKET OPINION RESEARCH
DRAWER 67-688
DETROIT, MI 48267

⑈004511⑈ ⑆041001039⑆01⑈042⑈0507⑈ ⑈0001500000⑈

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OT 88 6-103 3019

PAID

FRE LIEBERMAN 0410-0001-4

3000 3018 03 10-17-88 3018

0720-0029-0

DRB - DETROIT

1557 OT 88 14 01 10-17-88 119353054

MANUFACTURERS
BANK OF DETROIT

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CREDIT OF THE ACCOUNT OF
THE WITHIN NAMED DRAWER
MANUFACTURERS DETROIT DIC

OCT 17 88

▶ 072000389 ◀
RAPID REMITTANCE DETROIT MI
ABSENT ENDORSEMENT GUARANTEE

DETROIT MICHIGAN
ABSENT ENDORSE.
GUARANTEED
ACCEPTED W/O PREJUDICE
SUB. TO DETERMINATION
OF AMOUNT DUE

LIV 03
03 MANUFACTURERS
NATIONAL BANK
DETROIT, MI
⑆ 072000389 ⑆

ENDORSE HERE
X

RECEIVED
FEDERAL ELECTION COMMISSION
SECRETARIAT

90 JUL 30 AM 11:18

FEDERAL ELECTION COMMISSION
999 E Street, N.W.
Washington, D.C. 20463

SENSITIVE

FIRST GENERAL COUNSEL'S REPORT

MUR 3079
DATE COMPLAINT RECEIVED
BY OGC: June 18, 1990
DATE OF NOTIFICATION TO
RESPONDENTS: June 25, 1990
STAFF MEMBER: George F. Rishel
Jeffrey D. Long

COMPLAINANT:	Credit Services of Michigan, Inc.
RESPONDENTS:	Friends of Voinovich and Vincent M. Panichi, as treasurer
RELEVANT STATUTES:	2 U.S.C. § 434(b)(8)
INTERNAL REPORTS CHECKED:	Disclosure Reports
FEDERAL AGENCIES CHECKED:	None

I. GENERATION OF MATTER

The matter was initiated on June 18, 1990, by a complaint filed by Credit Services of Michigan, Inc., representing Market Opinion Research Company. The complaint alleges that the Friends of Voinovich committee had failed to continue to list a $15,000 debt owed to Market Opinion Research for a survey in 1988. Vincent M. Panichi, treasurer of the Friends of Voinovich committee, filed a response to July 9, 1990.

II. FACTUAL AND LEGAL ANALYSIS

The Federal Election Campaign Act of 1971, as amended ("the Act"), provides that each report of a political committee filed by the treasurer shall include the amount and nature of outstanding debts owed by the committee. 2 U.S.C. § 434(b)(8). Commission regulations explain that such debts shall be

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continuously reported on a separate schedule until they are extinguished. 11 C.F.R. § 104.11(a).

Friends of Voinovich was the principal campaign committee of George Voinovich, a candidate for the U.S. Senate from Ohio in 1988. Voinovich lost the general election with 43 per cent of the vote. The complainant provided a copy of an executed agreement entered into on September 20, 1988, between Friends of Voinovich and Market Opinion Research for a telephone survey of not less than 800 registered voters in the state of Ohio. The agreement called for the survey results to be delivered not later than September 26, 1988. It further provided that Friends of Voinovich would pay a fee of $15,000 for this survey on September 26, 1988. The complainant also provided a copy of an August 31, 1989, letter from Market opinion Research to Panichi stating that a balance of $15,000 was overdue for the "City of Cleveland Survey." The complainant also attached an invoice dated December 5, 1989, for $15,000 from Market Opinion Research to Friends of Voinovich.

In his response, Panichi provided a copy of the remittance advice and canceled check "for the agreement dated September 20, 1988." The canceled check shows that it was dated October 5, 1988 and made payable to Market Opinion Research. The copy of the back of the check shows that it was negotiated. Moreover, the 1988 Pre-General Election Report filed by Friends of Voinovich discloses the $15,000 expenditure to Market Opinion Research on October 5, 1988, with year to date total expenditures to this vendor of $139,500. The Pre-General Election Report did

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not disclose any outstanding debts. In fact, the committee did not disclose any outstanding debts until it filed the 1989 Mid-Year Report in which it disclosed cash on hand of $8,332.88 and outstanding debts of $11,848.39. The 1989 year End Report discloses cash on hand of $638.02 and debts of $6,935.59.

On the basis of the information presently available, it appears the complainant and the committee are in a disagreement over whether the bill was paid. The committee has provided a canceled check as evidence of its payment. Therefore, it does not appear that the committee has any outstanding debt to Market Opinion Research that it has failed to continuously report.

Accordingly, this Office recommends that the Commission find no reason to believe Friends of Voinovich and Vincent M. Panichi, as treasurer, violated 2 U.S.C. § 434(b)(8) and close the file.

III. RECOMMENDATIONS

1. Find no reason to believe that Friends of Voinovich and Vincent M. Panichi, as treasurer, violated 2 U.S.C. § 434(b)(8).

2. Approve the appropriate letters.

3. Close the file.

Lawrence M. Noble
General Counsel

7/30/90
Date

BY: Lois G. Lerner
Associate General Counsel

Attachments
1. Complaint
2. Response
3. Excerpts from Reports

9004030357

FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

MEMORANDUM

TO: LAWRENCE M. NOBLE
GENERAL COUNSEL

FROM: MARJORIE W. EMMONS/ DONNA ROACH DR
COMMISSION SECRETARY

DATE: AUGUST 1, 1990

SUBJECT: MUR 3079 - FIRST GENERAL COUNSEL'S REPORT DATED JULY 30, 1990

The above-captioned document was circulated to the Commission on TUESDAY, JULY 31, 1990 at 11:00 a.m.

Objection(s) have been received from the Commissioner(s) as indicated by the name(s) checked below:

Commissioner Aikens _____

Commissioner Elliott _____

Commissioner Josefiak _____

Commissioner McDonald _____

Commissioner McGarry _____

Commissioner Thomas XXXXX

This matter will be placed on the meeting agenda for Tuesday, August 14, 1990.

Please notify us who will represent your Division before the Commission on this matter.

9004080158

BEFORE THE FEDERAL ELECTION COMMISSION

In the Matter of	)	
	)	MUR 3079
Friends of Voinovich and Vincent M. Panichi, as treasurer.	)	

CERTIFICATION

I, Marjorie W. Emmons, recording secretary for the Federal Election Commission executive session on August 21, 1990, do hereby certify that the Commission decided by a vote of 6-0 to take the following actions in MUR 3079:

1. Find no reason to believe that Friends of Voinovich and Vincent M. Panichi, as treasurer, violated 2 U.S.C. § 434(b)(8).

2. Approve the appropriate letters as recommended in the General Counsel's report dated July 30, 1990.

3. Close the file.

Commissioners Aikens, Elliott, Josefiak, McDonald, McGarry, and Thomas voted affirmatively for the decision.

Attest:

8-24-90
Date

Marjorie W. Emmons
Marjorie W. Emmons
Secretary of the Commission

90040801359

FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

September 5, 1990

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Pat Allen
Credit Services of Michigan, Inc.
1982 Hemmeter
Saginaw, Michigan 48603

RE: MUR 3079

Dear Ms. Allen:

On August 21, 1990, the Federal Election Commission reviewed the allegations of your complaint dated June 13, 1990, and found that on the basis of the information provided in your complaint, and information provided by Vincent M. Panichi, there is no reason to believe Friends of Voinovich and Vincent M. Panichi, as treasurer violated 2 U.S.C. § 434(b)(8). Accordingly, on August 21, 1990, the Commission closed the file in this matter.

The Federal Election Campaign Act of 1971, as amended ("the Act") allows a complainant to seek judicial review of the Commission's dismissal of this action. See 2 U.S.C. § 437g(a)(8).

Sincerely,

Lawrence M. Noble
General Counsel

BY: Lois G. Lerner
Associate General Counsel

Enclosure
General Counsel's Report

90040801360

FEDERAL ELECTION COMMISSION
WASHINGTON D.C. 20463

September 5, 1990

Vincent M. Panichi, Treasurer
Friends of Voinovich
25201 Chagrin Blvd. #200
Beachwood, Ohio 44122

RE: MUR 3079
Friends of Voinovich and
Vincent M. Panichi, as
treasurer

Dear Mr. Panichi:

On June 25, 1990, the Federal Election Commission notified Friends of Voinovich and you, as treasurer, of a complaint alleging violations of certain sections of the Federal Election Campaign Act of 1971, as amended.

On August 21, 1990, the Commission found, on the basis of the information in the complaint, and information provided by you, that there is no reason to believe Friends of Voinovich and Vincent M. Panichi violated 2 U.S.C. § 434(b)(8). Accordingly, the Commission closed its file in this matter.

This matter will become a part of the public record within 30 days. If you wish to submit any materials to appear on the public record, please do so within ten days. Please send such materials to the Office of the General Counsel.

Sincerely,

Lawrence M. Noble
General Counsel

BY: Lois G. Lerner
Associate General Counsel

Enclosure
General Counsel's Report

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FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

THIS IS THE END OF MUR # 3079

DATE FILMED 9/27/90 CAMERA NO. 3

CAMERAMAN AS

9004080362