



FEDERAL ELECTION COMMISSION
Washington, DC 20463

December 7, 2000

Andrew D. Herman, Esq.
Brand & Frulla
923 Fifteenth Street, N.W.
Washington, D.C. 20005
FAX: 202-737-7565

Dear Mr. Herman:

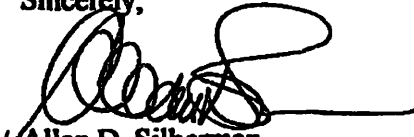
I am enclosing the agreement we discussed yesterday, December 6. The terms of the agreement, including Hightower prohibiting corporate contributions to Federal election campaigns and the _____, are in conformity with our discussion at that time and are incorporated into the enclosed agreement.

Please return the signed document to my office within the next five days or earlier if convenient. We would appreciate you faxing a copy of the signed document to us, however, we will need an original signed agreement before we are able to proceed with the processing at this end.

As I mentioned when we spoke on December 5, the terms of the agreement are subject to review by the Commission, as specified in CFR § 111.18. Upon approval by the Commission, a signed copy of the agreement will be forwarded to you for your files.

If you have any questions about the terms and conditions of the enclosed Negotiated Settlement please be in touch. In the meantime, I appreciate your assistance in resolving this matter and concluding our negotiations in an expeditious manner.

Sincerely,



Allan D. Silberman,
Director, ADR Office

Enclosure



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Case Number: ADR 010
Source: MUR 5152
Case Name: Dr. Hightower

NEGOTIATED SETTLEMENT

This matter was initiated by a signed, sworn and notarized complaint filed by Mr. A. M. Thomas. Following a review of the record and in an effort to promote compliance with the Federal Election Campaign Act of 1971, as amended ("the FECA"), and to resolve this matter, the Federal Election Commission ("the Commission") entered into negotiations with Andrew F. Herman, Esq., representing the respondent, Dr. Daniel R. Hightower ("the Respondent"). 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 the Respondent have addressed all the issues raised in this matter. The parties have agreed to resolve the matter according to the following terms:

1. The Commission has entered into this agreement as part of its responsibility for administering the Federal Election Campaign Act and in an effort to promote compliance of the FECA on the part of the Respondent. The Commission's use of ADR procedures is authorized in "The Administrative Dispute Resolution Act of 1996", and is an extension of P.L.104-320, §3(a) and is an extension of 2 U.S.C. § 437g.
2. The Respondent has voluntarily entered into this agreement with the Commission.
3. The following violations of the FECA occurred:
 - a) Managers and corporate staff of Princeton's restaurant contributed thirty eight hundred dollars (\$3,800) to the campaign committee of Lamar Alexander. "It is unlawful for ... any corporation whatever... to make a contribution or expenditure in connection with any election at which presidential and vice presidential electors are to be voted for, or in connection with any primary election or political convention...." 2 U.S.C. § 441b(a).
 - b) Contributions made by employees of the corporation were subsequently reimbursed by the corporation. Contributions made in the name of another are prohibited. "No person shall make a contribution in the name of another" 2 U.S.C. § 441f.

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5. The parties agree that if the Respondent fails 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.
6. This agreement will become effective on the date signed by all the parties and approved by the Commission. The Respondent shall have no more than 20 days from the effective date of this agreement to comply with the terms set forth here except as note in part one (1) of paragraph four (4) above.
7. This Negotiated Settlement constitutes the entire agreement between the parties on MUR 5152 and effectively resolves this matter. No other statement, promise or agreement, either written or oral, made by either party, not included in herein, shall be enforceable.

FOR THE COMMISSION:

Allan D. Silberman,
Director Alternative Dispute Resolution Office

Allan D. Silberman

Date

FOR THE RESPONDENTS:

(Name)
(Position)

Date