



**Federal Election Commission
Washington, DC 20463**

July 28, 2006

Glenn M. Willard, Esq.
Patton Boggs, LLP
2550 M Street, NW
Washington, DC 20037

Re: ADR 307/PMUR 430
Benson K. Whitney

Dear Mr. Willard:

Enclosed is the signed copy of the agreement resolving the submission filed on December 13, 2005 with the Federal Election Commission ("FEC/Commission") involving Benson K. Whitney. The agreement for ADR 307 (PMUR 430) was approved by the Commission on July 6, 2006 – the effective date of the agreement.

Note that paragraph 9 of the agreement specifies that Respondents shall comply with the terms of this settlement within (30) days of the effective date of the agreement. Please forward to this office, a statement confirming Respondent's compliance with the terms listed in paragraph 7 of the aforementioned agreement. The letter should note the dates on which Respondents satisfied each of the terms listed in paragraph 7.

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/referral, 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 Benson K. Whitney regarding an alleged violation of the federal election campaign

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

Sincerely,

Lynn M. Fraser, Assistant Director
Alternative Dispute Resolution Office
202-694-1665

Enclosure: Agreement

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FEDERAL ELECTION COMMISSION
Washington, DC 20463

Case Number: ADR 307
Source: PMUR 430
Case Name: Benson K. Whitney

NEGOTIATED SETTLEMENT

This matter was brought to the attention of the Federal Election Commission ("the Commission") on a *sua sponte* submission by Benson K. Whitney (the "Contributor"). 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" or "Act"), and to resolve this matter, the Commission entered into negotiations with Glenn M. Willard, Esq. on behalf of Benson K. Whitney. 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 Contributor 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 with the FECA on the part of the Contributor. The Commission's use of ADR procedures is authorized in "The Administrative Dispute Resolution Act of 1996," 5 U.S.C. § 572 and is an extension of 2 U.S.C. § 437g.
2. The Contributor has voluntarily entered into this agreement with the Commission.
3. On October 24, 2005, the Contributor advised the Commission that in 2000 he inadvertently made contributions to federal election campaigns and political committees that exceeded the annual aggregate limits for individuals that existed at the time the contributions were made. In his *sua sponte* submission, the Contributor explained that his contributions in 2000 exceeded the limits by \$5,500.
4. In 2000, the FECA limited individual aggregate contributions to no more than \$25,000 in any calendar year. For purposes of this paragraph, any contribution made to a candidate in a year other than the calendar year in which the election is held with respect to which such contribution is made, is considered to be made during the calendar year in which such election is held. 2 U.S.C. § 441a(a)(3)(2000) and 11 C.F.R. § 110.5(b)(2000). The term "contribution" includes any gift, subscription, loan, advance, or deposit of money or anything of value made by any person for the purpose of influencing any election for Federal office. 2 U.S.C. § 431(8)(A)(i) and 11 C.F.R. § 100.52(a).

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5. The Contributor advised that in 2000, he made contributions to federal candidates and political committees that in total exceeded the annual aggregate limit on individual contributions allowable at the time under the FECA. He notes that when he was advised that his contributions exceeded the limits applicable, he immediately sought and obtained refunds of \$5,500 which brought his aggregate contributions into compliance with the FECA. The Contributor subsequently advised that one of his contributions was mistakenly included in the list and that the correct total aggregate excessive contributions should be \$5,000.
6. The Contributor concurs that he exceeded the annual contribution limit applicable at the time the contributions were made by \$5,000.
7. The parties agree that the statute of limitations expired before the contributor signed a commitment to submit this matter to the ADR Program. In an effort, however, to demonstrate compliance with the FECA, the contributor agrees to disgorge and forward to the U.S. Treasury \$5,000.
8. The Contributor agrees that all information provided to resolve this matter is true and accurate to the best of his knowledge and that he signs this agreement under penalty of perjury pursuant to 28 U.S.C. § 1746.
9. This agreement will become effective on the date signed by all the parties and approved by the Commission. The Contributor shall comply with the terms of settlement within thirty (30) days of the effective date of this agreement.
10. This Negotiated Settlement constitutes the entire agreement between the parties on ADR 307/PMUR 430 and effectively resolves this matter. No other statement, promise or Agreement, either written or oral, made by either party, not included herein, shall be enforceable.

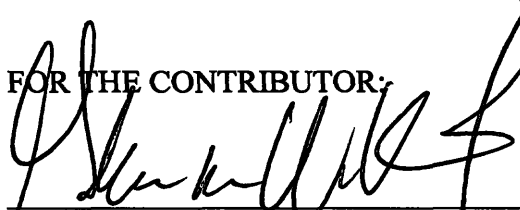
FOR THE COMMISSION:

Allan D. Silberman,
Director Alternative Dispute Resolution Office


Allan D. Silberman

7/06/06
Date

FOR THE CONTRIBUTOR:


Glenn M. Willard, Esq. on behalf of
Benson K. Whitney

June 23, 2006
Date