



Federal Election Commission
Washington, DC 20463

March 2, 2007

Benjamin L. Ginsberg, Esq.
Patton Boggs, LLP
2550 M Street, NW
Washington, DC 20037

Re: ADR # 332
Leo Burnett Worldwide, Inc.

Dear Mr. Ginsberg:

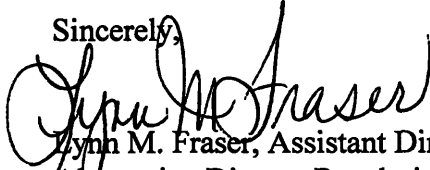
Enclosed is the signed copy of the agreement resolving the *sua sponte* submission filed on July 18, 2005 with the Federal Election Commission ("FEC/Commission") by Leo Burnett Worldwide, Inc., Leo Burnett USA, Inc. and Raymond T. DeThorne, Treasurer ("Respondents"). The agreement for ADR 332 (PMUR 427) was approved by the Commission on February 16, 2007 – 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 thirty (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 6 of the aforementioned agreement. This should also include a copy of the letter to the NRCC requesting disgorgement (term (a)) of paragraph 6. The letter should note the dates on which Respondents satisfied each of the terms listed in paragraph 6.

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 *sua sponte* submission, 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 issues involved in the *sua sponte* submission. 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 332
Source: P-MUR 427
Case Name: Leo Burnett Worldwide, Inc.

NEGOTIATED SETTLEMENT

This matter was initiated by a signed submission filed by counsel for Leo Burnett Worldwide, Inc. Following review of the matter, and in an effort to promote compliance with the Federal Election Campaign Act of 1971, as amended, ("FECA") and resolve this matter, the Federal Election Commission ("Commission") entered into negotiations with Benjamin L. Ginsberg, Esq., representing Leo Burnett Worldwide, Inc., Leo Burnett USA, Inc., and Raymond T. DeThorne (collectively "Respondents"). 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 Respondents addressed the issues raised in this submission. The parties agree to resolve the matter according to the following terms:

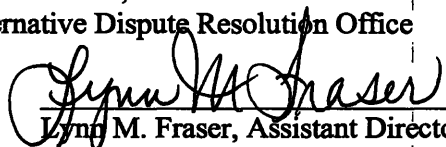
1. The Commission entered into this agreement as part of its responsibility for administering the FECA, and in an effort to promote compliance on the part of Respondents. The Commission's use of alternative dispute resolution procedures ("ADR") is guided by "The Administrative Dispute Resolution Act of 1996," 5 U.S.C. § 572 and is an extension of 2 U.S.C. § 437g.
2. Respondents voluntarily enter into this agreement with the Commission.
3. Respondents filed this *sua sponte* submission, in which they acknowledge a violation of 2 U.S.C. §§ 441b(a) and 441f of the FECA. Specifically, Respondents acknowledge that Raymond T. DeThorne ("DeThorne"), an Executive Vice President, received reimbursement from his employer, Leo Burnett USA, Inc., for a contribution of \$10,000 to the National Republican Congressional Committee ("NRCC") in January 2004. Respondents contend that his employer's Chief Executive Officer and Chief Financial Officer were not aware that corporate reimbursement for a federal political contribution, such as the one made by DeThorne to the NRCC, was prohibited. Respondents further contend that DeThorne repaid the \$10,000 to Leo Burnett USA, Inc. in May 2005, upon learning of its prohibited nature.
4. The FECA prohibits any corporation, organized by authority of any law of Congress, to make a contribution or expenditure in connection with any election to any political office, or any officer or director of any corporation to consent to any contribution or expenditure by the corporation. 2 U.S.C. § 441b(a), 11 C.F.R. § 114.2(a).

5. The FECA also prohibits any person making a contribution in the name of another person, or knowingly permitting his name to be used to effect such a contribution. 2 U.S.C. § 441f, 11 C.F.R. § 110.4.
6. Respondents, understanding that nothing in this settlement precludes any proceeding or action that might be taken by the U.S. Department of Justice, or any other government entity against Respondents, agree to: (a) waive their right to a refund from the NRCC, and request the NRCC disgorge the \$10,000 to the U.S. Treasury; (b) develop and distribute corporate guidelines regarding political activity; and (c) pay a civil penalty of \$ 2,500.
7. Respondents agree that all information provided to resolve this matter is true and accurate to the best of their knowledge and that they sign this agreement under penalty of perjury pursuant to 28 U.S.C. § 1746.
8. The parties agree that if Respondents fail to comply with the terms of this settlement, the Commission may submit any unpaid civil penalty to the U.S. Treasury for collection or undertake civil action in the U.S. District Court for the District of Columbia to secure compliance.
9. This agreement shall become effective on the date signed by all parties and approved by the Commission. Respondents shall comply with the terms within thirty (30) days from the effective date of this agreement.
10. This Negotiated Settlement constitutes the entire agreement between the parties on ADR 332 (P-MUR 427), and effectively resolves those issues identified in paragraph 3 above. No other statement, promise or agreement, either written or oral, made by either party, not included herein, shall be enforceable.

FOR THE COMMISSION:


Deborah Kant, Director
Alternative Dispute Resolution Office

By:


Lynn M. Fraser, Assistant Director

2/16/07
Date Signed

FOR THE RESPONDENTS:


Benjamin L. Ginsberg, Esq.
Representing Leo Burnett Worldwide, Inc.,
Leo Burnett USA, Inc., and Raymond T. DeThorne

2/8/07
Date Signed

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