

PAUL G. BORRON, III
JOHN L. DELAHAYE

KENNETH L. BLANCHARD, JR.

RECEIVED
LAW OFFICE OF THE FEDERAL ELECTION
BORRON & DELAHAYE
3805 MERIAM STREET
POST OFFICE DRAWER 479
PLAQUEMINE, LOUISIANA 70765-0679
PLAQUEMINE (225) 687-1000
FAX (225) 687-1000
EMAIL: pgborron@state.net
jdelahay@state.net
kblbrub@hotmail.com

PAUL G. BORRON (1874-1940)
PAUL G. BORRON, JR. (1908-1997)
I. EVAN DELAHAYE (1910-1997)

FEB 25 A 10 09

February 6, 2004

Via Fax and U.S. Mail
(202) 219-3923

Office of the General Counsel
Federal Elections Commission
999 East St. N.W.
Washington, D.C. 20463

AOR: 2004-08

2004 FEB 11 P 2:45

Gentleman:

I represent the American Sugar Cane League, a Louisiana non profit corporation which employs five persons. One of its employees who has been employed for approximately eleven years intends to qualify as a candidate for the U.S. House of Representatives upon the anticipated resignation from Congress of a present member.

If the employee in question qualifies for U.S. Congress, he is considering resigning his position with my client. In such an event the employer desires to grant him a severance package (full pay with benefits) for a period of six months to a year in accordance with a long-standing practice for employees of the prospective candidates' position and years of service. This practice commenced in the year 1987 when the service of two employees was terminated and they were given severance packages of three months each, consisting of continued salary and benefits for the specified time. The most recent application of the practice was two years ago when an employee with approximately 23 years of service resigned and was granted a similar one year severance package. Your opinion is requested as to whether the granting to the employee in question of severance pay with full benefits for six months to a year under the circumstances above presented is permissible under applicable federal election laws and regulations.

I have reviewed a copy of your Advisory Opinion 1992-3 and find it distinguishable. In the Advisory Opinion the employee continued employment, whereas here the employee will be resigning. I also believe that 11 CFR 100.54(c) would be applicable in that the criterion for granting the severance package would be based strictly on years of service ("other earned leave time"). By the same token, 11 CFR 114.12(c) would not be applicable to the benefits' portion of the severance package because the employee's employment would be terminated.

It is anticipated that the current Congressman may submit his resignation in the near future. In such an event my client's employee intends to qualify for the office without delay. Therefore, I request an expedited reply to this letter.

Sincerely,

Paul G. Borron, III



FEDERAL ELECTION COMMISSION
Washington, DC 20463

Paul G. Borron, III, Esq.
Borron & Delahaye
58065 Meriam Street
Post Office Drawer 679
Plaquemine, LA 70765-0679

Dear Mr. Borron:

This refers to your letter dated February 6, 2004, on behalf of the American Sugar Cane League ("ASCL"), concerning the application of the Federal Election Campaign Act of 1971, as amended ("the Act"), and Commission regulations to ASCL's desire to grant a severance package to an employee who has worked for ASCL for 11 years, and who is considering resigning his position in order to run for federal office.

Your request sets forth the following relevant facts: ASCL is a nonprofit corporation that employs five persons. In 1987, ASCL commenced a practice of providing a severance package to persons whose employment with ASCL ends. You state that in 1987, the service of two employees was terminated, and that each was provided a severance package of three months, consisting of continued salary and benefits. The most recent application of this practice was two years ago, when an employee with approximately 23 years of service resigned and was granted a one-year severance package consisting of continued salary and benefits. You ask if it would be permissible to grant severance pay with full benefits for six months to a year to the employee in question.

The Act authorizes the Commission to issue an advisory opinion request in response to a "complete written request" from any person with respect to a specific transaction or activity by the requesting person. 2 U.S.C. §437f(a). Commission regulations explain that such a request "shall include a complete description of all facts relevant to the specific transaction or activity with respect to which the request is made." 11 CFR 112.1(c). According to the regulations, the Office of General Counsel shall determine if a request is incomplete or otherwise not qualified as an advisory opinion request. See 11 CFR 112.1(d).

Further information is needed for your request to provide a complete description of the relevant facts. Please provide responses to the following questions:

- 1) Since the inception of the severance practice, has anyone who has left the employment of ASCL not been provided a severance package? If so, state how many persons did not receive such a package, and the reasons for not providing the package to them.
- 2) Since the inception of the severance package program, how many persons have received a severance package? Identify each person who received such a package, using the following factors: job title, salary, and length of employment. If any factor other than those three were used in determining the kind of severance package that was received, include that as well. Please do not provide information that would identify individuals, such as names or social security or employee numbers.

Please send your responses to the questions presented above to the Commission's Office of General Counsel. Upon receipt of your responses, this Office will give further consideration to your inquiry. If you have any questions about the advisory opinion process or this letter, please contact Tony Buckley, an attorney in this Office, at 202-694-1650

Sincerely,

Handwritten signature of Rosemary C. Smith in cursive script. The signature includes the initials "RCS" at the end.

Rosemary C. Smith
Acting Associate General Counsel

PAUL G. BORRON, III
JOHN L. DELAHAYE

KENETH L. BLANCHARD, JR.

LAW OFFICES
BORRON & DELAHAYE
5865 MERIAM STREET
POST OFFICE DRAWER 679
FLAQUEMINE, LOUISIANA 70765-0679
FLAQUEMINE (225) 671-1671
FAK (225) 671-6693
EMAIL: pborron@bdl.com
jdelahay@bdl.com
kenbln@bdl.com

PAUL G. BORRON (1934-1960)
PAUL G. BORRON, JR. (1962-1997)
J. EVAN DELAHAYE (1916-1997)

February 19, 2004

*Via Certified Mail No. 7001 1940 0005 8052 7816
Return Receipt Requested
and Fax (202) 219-3923*

Office of the General Counsel
Federal Elections Commission
999 East St. N. W.
Washington, D.C. 20463

Re: American Sugar Cane League

Gentlemen:

This will acknowledge receipt of your undated letter requesting additional information relative to the request for an advisory opinion sought in my February 6 letter to you on behalf of The American Sugar Cane League ("ASCL"). For your convenience, a copy of my February 6 letter and your reply are attached. The answers to your questions are as follows:

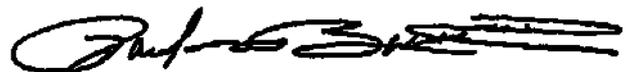
- (1.) Since the inception of the severance package program in 1987 three former employees have not received severance packages, to wit:
 - (a.) A person who had been employed as Vice President and General Manager for a period of eleven months. He received no severance package because he had only been employed for a short period of time and was discharged for cause.
 - (b.) The person who served as successor to the General Manager mentioned in (a) above retired at the age of 66 years after four years of employment. Although he did not receive a severance package, he did receive retirement benefits from the ASCL.
 - (c.) A secretary who had been employed for approximately ten months received no severance package because she had only been employed for a short period of time.
2. Since the inception of the severance package program four other former employees have received severance packages, to wit:

- (a.) An employee who served as Vice President and General Manager for fifteen years received a severance package of three months full pay upon his discharge for cause in 1987. At the time of termination of his employment his annual salary was \$72,000.00 plus benefits.
- (b.) An employee who was employed for a period of fourteen years as Information Director received a severance package of three months full pay upon his discharge for cause in 1987. At the time of termination of his employment his annual salary was \$40,000.00 plus benefits.
- (c.) A secretary who was employed for a period of ten years received a severance package of six months full pay upon her discharge for cause. At the time of termination of her employment her annual salary was \$25,000.00 plus benefits.
- (d.) A person who was employed for a total of 24 years (16 years as Vice President and Director of Research) received a severance package of one year full pay with benefits (health insurance) following his resignation in 2001. He had been given the option of resigning or having his employment terminated for cause. In addition to his severance pay and benefits, he was given his company owned computer and was given the option of purchasing his company owned automobile at its "loan value" as reflected by the National Automobile Dealers Association "Blue Book". Furthermore he was provided with round trip air fare from New Orleans, Louisiana to Australia in order to fulfill a previously scheduled speaking engagement. At the time of termination of his employment his annual salary was \$88,690.00 plus benefits.

For your further information, the employee who is the subject of my February 6 letter and who intends to resign in order to seek election to the U. S. House of Representatives is currently employed as President and General Manager of the ASCL. He has been employed in that capacity for approximately eleven years. His current annual salary is \$128,700.00 plus benefits. The severance package which the ASCL desires to grant to him will consist of full pay for a period of six months to one year with the continuation of his health insurance coverage for the designated period.

I appreciate your prompt response to my February 6 letter and request an early response to this supplemental letter. If you require additional information please let me know.

Sincerely,



Paul G. Borron, III



FEDERAL ELECTION COMMISSION
Washington, DC 20463

February 20, 2004

VIA FACSIMILE AND FIRST CLASS MAIL

**Paul G. Borron, III, Esq.
Borron & Delahaye
58065 Meriam Street
Post Office Drawer 679
Plaquemine, LA 70765-0679**

Dear Mr. Borron:

This refers to your letter dated February 19, 2004, on behalf of the American Sugar Cane League ("ASCL"), which responded to certain questions raised by your February 6, 2004 submission on behalf of ASCL. After reviewing your most recent letter, this Office has the following additional questions that require answers before we can address the substance of your request:

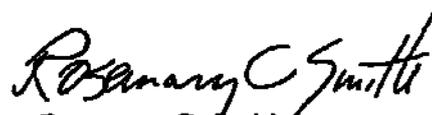
- 1) Please state all factors used in determining whether a person will receive a severance package and the formulas used in calculating the benefits in that package. If these factors and formulas exist in written form, e.g. in an employee handbook or employment contract, please provide a copy.**
- 2) Other than the persons identified in your February 19 letter, has any other person left the employment of ASCL since the inception of the severance package program? If any person has, please state: a) the length of their employment; b) the reasons for their leaving, e.g. voluntary resignation or discharge for cause; and c) what if any financial benefits were conferred upon them as a result.**

Please send your responses to the questions presented above to the Commission's Office of General Counsel. Upon receipt of your responses, this Office will give further

Letter to Paul G. Borron, III, Esq.
Page 2

consideration to your inquiry. If you have any questions about the advisory opinion process or this letter, please contact Tony Buckley, an attorney in this Office, at 202-694-1650

Sincerely,

A handwritten signature in cursive script that reads "Rosemary C. Smith". The signature is written in black ink and is positioned above the printed name and title.

Rosemary C. Smith
Associate General Counsel

PAUL G. BORRON, III
JOHN L. DELAHAYE

KENNETH L. BLANCHARD, JR.

LAW OFFICES
BORRON & DELAHAYE
5804 MERIAM STREET
POST OFFICE DRAWER 679
PLAQUEMINE, LOUISIANA 70765-0679
PLAQUEMINE (225) 667-3371
FAUC (225) 667-6695
EMAIL: pborron@bdlaw.com
jdelahay@bdlaw.com
kenbrch@bdlaw.com

PAUL G. BORRON (1974-1998)
PAUL G. BORRON, JR. (1968-1997)
J. EVAN DELAHAYE (1918-1997)

February 23, 2004

Via Certified Mail No. 7001 1940 0005 8052 8530
Return Receipt Requested
and Fax (202) 219-3923

Office of the General Counsel
Federal Elections Commission
999 East St. N. W.
Washington, D.C. 20463

Re: American Sugar Cane League

Gentlemen:

This letter is in response to your letter dated January 20 (which apparently should have been dated February 20) requesting additional information regarding the severance package program of the American Sugar Cane League ("ASCL"). A copy of that letter is enclosed for your convenience. My responses are as follows:

- (1) The ASCL has no written policy regarding the granting of severance packages to former employees and no formula for the calculation of the benefits to be granted. There is no employee handbook and none of its employees has had an employment contract. The factors considered in determining whether to grant a severance package to a former employee and the extent of the package consist essentially of the position held by the employee, length of service and job performance. Please note from my February 19 letter that each of the former employees who was granted a severance package was either discharged for cause or resigned in lieu of being discharged for cause. That is not true of the employee who is the subject of my two earlier letters to you. He has been an effective leader of the ASCL during the entire tenure of his employment and is resigning solely to seek election to the U. S. House of Representatives.
- (2) Other than the persons identified in my February 19 letter, no other employee has left the employment of the ASCL since the inception of the severance package program in 1987.

For your further information, the employee in question tendered his resignation from the ASCL effective as of the close of business on February 20. Therefore, I again request a speedy response to my request for an advisory opinion.

Sincerely,

Paul G. Borron, III

2004 FEB 23
OFFICE OF THE
GENERAL COUNSEL
FEDERAL ELECTIONS COMMISSION
WASHINGTON, DC 20463