



FEDERAL ELECTION COMMISSION
Washington, DC 20463

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ADVISORY OPINION 2007-13

Laurence E. Gold, Esq.
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Washington, D.C. 20009

Dear Mr. Gold:

We are responding to your advisory opinion request on behalf of the United American Nurses, AFL-CIO (the "Union") concerning the application of the Federal Election Campaign Act of 1971, as amended (the "Act"), and Commission regulations to the disaffiliation of the Union and the American Nurses Association (the "Association"). You ask the Commission to confirm that a separate segregated fund ("SSF") to be established by the Union would not be affiliated with the Association's SSF.

The Commission concludes that the two organizations' SSFs would not be affiliated because the Union and the Association are not affiliated.

Background

The facts presented in this advisory opinion are based on your letter and attachments received on June 26, 2007, as supplemented by a facsimile received on July 12, 2007, telephone conversations with Commission staff on July 11 and 17, 2007, and your supplemental submission received on August 30, 2007.

The Association

The Association is a non-stock District of Columbia corporation organized under Section 501(c)(6) of the Internal Revenue Code. The Association operates as a national professional organization dedicated to advancing the standing and interests of registered nurses ("RNs"), including nurse managers and supervisors. You have described the Association as "a loose confederation of 75 disparate nursing-related organizations" including the Association's 54 constituent member associations (State nursing

associations),¹ the Union, the Center for American Nurses, 16 national nursing organizations, and three related entities. In addition, as of May 2007, 1,182 individuals who are not otherwise members of a State nursing association are members of the Association. The Association is the “only full-service professional organization” representing the nation’s RNs. See www.nursingworld.org/affil.

The Association’s governmental structure consists of a House of Delegates with 675 delegates, including 600 who are elected by the State nursing associations; fifteen Association directors and officers; and 60 delegates from other Association affiliates, including only one delegate from the Union (the Union president). Of the 675 delegates, approximately 630 have voting rights. The Association’s Board of Directors, elected by the delegates, handles the Association’s day-to-day operations. See Association 2000 Bylaws, arts. V and VI.

While the Association itself has never made union representation of RNs a significant focus, 27 of its State nursing association members are considered “labor organizations” under the National Labor Relations Act. See 29 U.S.C. 152(5). These 27 State nursing associations engage in collective bargaining on behalf of their eligible RN members.

In 1999, the RNs represented for collective bargaining by the State nursing associations created the Union as a “national labor entity” and “an autonomous labor body within the [Association] that will establish and implement a progressive, ambitious national labor agenda as well as develop labor policy for the organization.” Association Press Release, “United American Nurses Announces Founding Members” (Nov. 5, 1999). The Union was to serve as the national union for the State nursing associations that engaged in collective bargaining. The Association granted the Union autonomy in all things required by law to be addressed by an insulated labor body. Association 2000 Bylaws, art. VIII, sec. 6(a).

The Union

The Union is an unincorporated national labor organization organized under Section 501(c)(5) of the Internal Revenue Code. Through the Association’s 27 State nursing associations² that engage in collective bargaining, and the Union’s two national bargaining councils,³ the Union represents RNs in collective bargaining with private employers and the Veterans Administration of the United States.

¹ The Association’s 54 State nursing association members, in turn, have approximately 157,000 individual RN members.

² These 27 State nursing associations are the Union’s subordinate State affiliate unions, insofar as they engage in collective bargaining.

³ The Union’s national bargaining councils are subordinate affiliated unions representing Union member RNs who are not members of, and therefore are not represented by, any of the 27 State nursing associations that engage in collective bargaining. Those RNs represented by a national bargaining council for collective bargaining are the only Union members eligible for individual membership in the Association. Currently, of the approximately 97,000 Union members, fewer than 500 are eligible for individual membership in the Association.

The Union's highest governing body is its National Labor Assembly, comprising delegates elected by individual RNs represented in collective bargaining by the State nursing associations and the national bargaining councils. The National Labor Assembly has the authority to develop labor policies for Union members; levy monetary assessments on members; collect, analyze and disseminate labor data; and develop the Union's strategic plan. Association 2000 Bylaws, art. VIII, sec. 8(h).

The National Labor Assembly also elects, from among the Union-represented RNs, the Union's Executive Council, which comprises a Chair, Vice-Chair, Secretary-Treasurer and four directors. The Executive Council meets at least twice a year to set Union priorities, policies and procedures; determine membership status within the Union; appoint committees and task forces; and resolve internal disputes. *Id.*, art. VIII, secs. 8(h), 9 and 9(d).

Originally, the Association's Executive Director had the authority to "manage" the Union, including implementing National Labor Assembly and Executive Council policies. *Id.*, art. VIII, sec. 6. The Association's Executive Director also appointed the Union's Program Director. *Id.*, art. VIII, sec. 9(d)(10)-(11). Additionally, the Association provided the Union with staff and financial support, based on a Union budget approved by the Association's Board of Directors.

The Association/Union "Autonomy and Affiliation Agreement" (the "Agreement")

In 2001, the AFL-CIO authorized issuance of a charter to the Union as a direct affiliate. The charter was granted only to the Union, not to the Association.⁴

In 2002, represented by separate legal counsel, the Union and the Association negotiated a new relationship. The negotiations took place over seven months and included dozens of negotiating sessions, which you describe as occasionally "contentious." You characterize the result as "a new, arm's length contract that rested on two basic premises." First, the Union would be a "wholly autonomous, self-governing national labor organization" related to the Association as its only Associate Organization Member for collective bargaining.⁵ Agreement, para. 1. Second, the Union would be a "strong, self-governing, truly competitive national union with its own finances, governance, staff and direction." Agreement at 1.

The Agreement stated, among other things, that all of the Association's State nursing associations that engage in collective bargaining would also affiliate with the Union by July 1, 2005, as State subordinate organizations.⁶ Such affiliation would automatically make all of the RN members of those State nursing associations eligible for

⁴ The AFL-CIO charters only labor organizations whose principal function is collective bargaining representation. The Association, a professional organization, was and is ineligible for a charter.

⁵ The Association also created the Center for American Nurses as an Associate Organizational Member to represent the workplace interests of those RNs not participating in collective bargaining.

⁶ Of the 54 State nursing association members of the Association, 27 associations were eligible for this affiliation with the Union.

individual membership in the Union. Union Constitution, art II, sec. A(1). You have informed us, however, that each individual RN would have to take the affirmative step of joining the Union to become a member. Because the Union and not the Association would be the RNs' labor organization, the Union indemnified the Association against any claims of breach of duty of fair representation.

The two organizations separated their staffs and pension plans. Paragraph 14 of the Agreement allows for a Joint Staff Transition Committee to facilitate changes in the financial, administrative "and related practices" of the organizations. This committee is now defunct, as the separation of staff and pension plans has been completed.

Paragraph 13 of the Agreement creates a "Joint Leadership Committee," consisting of officers and directors of each organization. The purpose of this committee is to meet semi-annually to coordinate and address issues of mutual concern. While this committee exists and meets occasionally, you indicate that it has no formal authority to require either organization to take action of any kind.

The Agreement also requires the separation of treasuries and bifurcation of dues payments to the organizations. Under this bifurcated system, each State nursing association allied with both the Union and the Association sends one check to the Union for its portion of the collective bargaining members' dues and another check to the Association for its portion. *See* FAQ, Question 8; Agreement, para. 5.

Under the Agreement, the Union pays the Association a specified administrative fee for services under a separate services contract. The fee is a negotiated price for the specified services and is principally due to the organizations' co-location of their offices. The Union agreed to pay to the Association \$900,000 per year for the initial five-year life of the contract and \$1.275 million per year thereafter until the Agreement is terminated.⁷ After the initial five-year term, either party may terminate the Agreement with six months' prior written notice. Agreement, paras. 9 and 12.

Also, under the Agreement, the Union will pay the equivalent of the amount of dues for each Union member who was also a member of the Association as of September 5, 2002, and who later ended her membership in the Association but maintains her Union membership. Agreement, para. 16.

Finally, the Agreement states that the Association will carry collective bargaining insurance for the Union, as coverage is included in the Association's current insurance package. Agreement, Attachment I. The Union pays the Association for that portion of the insurance coverage dealing with collective bargaining, and the Union also carries its own insurance policy.

⁷ While the Agreement states that the \$900,000 annual fee for services is a "discounted" rate, you indicate that a report by a management consulting firm retained by the Union in 2006 concluded that the Union could secure the same services from alternative sources for substantially less than \$900,000 per year.

The Association After the Agreement

As a result of the Agreement, the Association rewrote its bylaws (*see* Association 2005 Bylaws) to reflect the reorganization and separation of the two organizations. Under the new bylaws, the only official participation the Union has in the governance of the Association is through its President, who has an *ex officio* seat on the Association's Board of Directors and is also a member of the Association's House of Delegates, with limited voting rights.

The Association's SSF is operated by a Board of Trustees. The Association's Board of Directors, of which the Union President is one of 17 voting members, appoints the SSF's Board of Trustees. Association 2005 Bylaws, art. V, sec. 5(aa). You have informed us, however, that the Board of Trustees includes no representation from the Union and the Union exercises no direction or control over the Association's SSF.

The Union After the Agreement

Following the organizations' approval of the Agreement, the Union drafted its own constitution; this process did not involve the Association in any way. While the Union's governing structure did not change under the Agreement, the Union's Constitution now excludes the Association from any participation in the Union's governance.

The Union's Constitution declares that the Union's objectives include collective bargaining on behalf of RNs, organizing RNs into the Union and its State nursing associations, and influencing public policy affecting RNs. Currently, through its 27 subordinate State affiliates, the Union has approximately 97,000 member RNs in collective bargaining.

Three of the Union's current 24 employees were Association employees before the restructure. None of the Union's employees is a current Association employee and no Union officer was previously an Association officer.

In March 2007, the Union's National Labor Assembly adopted a resolution to establish a Union-connected SSF to "raise money, endorse candidates, and build strong allies in the legislature." Union Resolution 2007-14. The resolution also states that the Union, "has differing political and legislative agendas from the [Association]," it "needs to become its own political entity to represent unionized [RNs] nationally," and in order "to represent [the Union's] unique perspective it must promote its own political agenda." The Union intends to exercise exclusive direction and control over its SSF.

Question Presented

If the Union establishes and registers an SSF with the Commission, would that SSF and the Association's SSF be affiliated within the meaning of the Act?

Legal Analysis and Conclusions

No, if the Union establishes and registers an SSF with the Commission, that SSF would not be affiliated with the Association's SSF.⁸

a. Applicable Law

The Act and Commission regulations provide that political committees, including SSFs, that are established, financed, maintained or controlled by the same corporation, labor organization, person, or group of persons, including any parent, subsidiary, branch, division, department, or local unit thereof, are affiliated. See 11 CFR 100.5(g)(2) and 110.3(a)(1)(ii). Contributions made to or by such political committees are considered to have been made to or by a single political committee. 2 U.S.C. 441a(a)(5); 11 CFR 100.5(g)(2) and 110.3(a)(1).

b. Per Se Affiliation

Commission regulations identify organizations that are *per se* affiliated, and hence whose SSFs are *per se* affiliated. These organizations include a single national or international union and/or its local unions or other subordinate organizations; an organization of national or international unions and/or all of its State and local central bodies; a membership organization (other than political party committees), including trade or professional associations, and/or related State and local entities of that organization or group; and the same person or group of persons. See 11 CFR 100.5(g)(3)(ii), (iv) and (v); 110.3(a)(2)(ii), (iv) and (v).

The Association is not a "labor organization" as defined at 11 CFR 100.134(b),⁹ and therefore is not a local union or subordinate organization of the Union. Similarly, while it appears from its bylaws that the Association might qualify as a "membership organization" as defined at 11 CFR 100.134(e),¹⁰ the Union is not a related State or local

⁸ You also asked whether, if the Commission concludes that the Union's SSF would be affiliated with the Association's SSF, contributions by the Union's SSF and the Association's SSF must be aggregated for the purposes of the Act. The Commission need not address this question because it concludes that the Union's SSF would not be affiliated with the Association's SSF.

⁹ Further evidence of the Association's lack of status as a labor organization is that the AFL-CIO would affiliate only with the Union, and not with the Association.

¹⁰ The Association is not a party to this request and has not asked the Commission to determine its status as a "membership organization" under 11 CFR 100.134(e). Accordingly, the Commission is not making a determination as to whether the Association is, in fact, a membership organization. The Statement of Organization that the Association's SSF filed with the Commission identifies the Association as a corporation without capital stock. The Statement of Organization is available on the Commission's website, <http://query.nictusa.com/cgi-bin/fecimg/?C00017525>.

subordinate organization. Nor do the Union and the Association fit the remaining categories of organizations identified as *per se* affiliated in Commission regulations. See 11 CFR 100.5(g)(1), (2) and (3) and 110.3(a)(1) and (2). Accordingly, the Union and the Association are not *per se* affiliated.

c. *Affiliation Factors*

In the absence of *per se* affiliation, Commission regulations provide for an examination of various factors in the context of the overall relationship to determine whether one sponsoring organization has established, financed, maintained or controlled the other sponsoring organization or committee and, hence, whether their respective SSFs are affiliated. See 11 CFR 100.5(g)(4)(i) and (ii)(A)-(J); 11 CFR 110.3(a)(3)(ii) and (ii)(A)-(J); Advisory Opinion 2006-12 (TCU/IAM). These ten circumstantial factors, each of which is discussed below, do not constitute an exhaustive list and other factors may be considered. See 11 CFR 100.5(g)(4)(ii) and 110.3(a)(3)(ii); Advisory Opinion 2004-41 (CUNA Mutual).

- (A) *Whether one sponsoring organization owns a controlling interest in the voting stock or securities of another sponsoring organization. 11 CFR 100.5(g)(4)(ii)(A) and 110.3(a)(3)(ii)(A).*

Neither the Union nor the Association is a stock-based organization. Neither organization issues voting stock or securities. Accordingly, neither organization has a controlling interest in the voting stock or securities of the other organization.

- (B) *Whether a sponsoring organization or committee has the authority or ability to direct or participate in the governance of another sponsoring organization or committee through provisions of constitutions, bylaws, contracts or other rules, or through formal or informal practices or procedures. 11 CFR 100.5(g)(4)(ii)(B) and 110.3(a)(3)(ii)(B).*

Under the Agreement, the Union's Constitution and the Association's bylaws, the Association has no ability to participate in the governance of the Union.

The Union has only a minimal ability to participate in the governance of the Association. In accordance with Article IV, sec. 2(a)(4) of the Association's 2005 Bylaws, the Union President has an *ex officio* seat on the Association's Board of Directors. As such, the Union President may vote on certain matters before the House of Delegates, but may not vote in the election of the Association's officers and directors. See Association 2005 Bylaws, art. IV, sec. 7(d). When cast, the Union President's vote as a delegate is only 0.16% of the votes cast by delegates.

The Union President is also one of the Association's 17 Directors on the Board. See Association 2005 Bylaws, art. IV, sec. 2, para. 4. The Association President may designate that the Union President be excluded, however, from business or confidential matters regarding the Association's "strategic position in relation to other organizations."

Association 2005 Bylaws, art. II, sec. 2(d). You have informed us that the Union President is routinely excluded from that portion of the Board meeting pertaining to Union matters.

Beyond the Union President being one of 17 votes on the Association's Board of Directors for the appointment of the SSF's Board of Trustees, there is no indication that any Union representative may direct or participate in the governance of the Association's SSF.

Further, the Union's current Vice-President was elected to the Association's Board of Directors in her individual capacity and does not represent the Union on the Association's Board. You have informed us that like the Union President, the Vice-President is excluded from discussions pertaining to the Union.

Finally, paragraph 13 of the Agreement allows for a "Joint Leadership Committee" consisting of three members each from the Association's Board of Directors and the Union's Executive Council, as well as the Association's CEO and the Union's Executive Director. Under the Agreement, the committee is to meet semi-annually to coordinate and address issues of mutual concern. You have informed us that this committee has no formal authority to act on behalf of either organization however, and that its purpose is simply to provide a formal liaison process between the two organizations. Thus, the committee does not allow either organization to participate in the governance of the other.

Thus, the authority or ability of either organization to direct or participate in the governance of the other is, at most, minimal, giving neither organization direction over, or control of, the governance of the other organization. *See* Advisory Opinion 2003-21 (Lehman Bros.) (finding that while Corporation A participated in the governance of Corporation B through its 19% ownership of B's voting stock, that participatory interest was not significant enough to overcome the separation of governance required by B's articles of incorporation and bylaws and give Corporation A direction over, or control of, Corporation B).

- (C) *Whether a sponsoring organization or committee has the authority or ability to hire, appoint, demote or otherwise control the officers or other decisionmaking employees of another sponsoring organization or committee. 11 CFR 100.5(g)(4)(ii)(C) and 110.3(a)(3)(ii)(C).*

The Association has no representation on the Union's National Labor Assembly, which is the body that elects the Union's officers and directors who comprise the Union's Executive Council. Further, although the Union President, as an *ex officio* member of the Association's Board of Directors, is a member of the Association's House of Delegates, she cannot vote on the Association's officers and directors. Association 2005 Bylaws, art. IV, sec. 7(d). Thus, this affiliation factor is not satisfied.

- (D) *Whether a sponsoring organization or committee has common or overlapping membership with another sponsoring organization or committee which indicates a formal or ongoing relationship between the sponsoring organizations or committees. 11 CFR 100.5(g)(4)(ii)(D) and 110.3(a)(3)(ii)(D).*

The only Union members who are eligible to join the Association directly in its “Individual Member Division” are those who are not also members of a State nursing association. You state that fewer than 500 of the Union’s 97,000 members are currently eligible for this Association membership. Thus, assuming that each eligible Union member becomes a member of the Association through its Individual Member Division, only 0.5% of the Union’s membership would directly overlap with the Association’s membership.

In addition to direct overlap, an indirect overlap in membership exists between the individual members in the Union and individual members in the State nursing associations that are, themselves, members of the Association.¹¹ Approximately 97,000 individual members of the Union are members of the 27 State nursing associations that engage in collective bargaining. There are approximately 157,000 individual members in the 54 State nursing association members of the Association, creating a maximum possible indirect overlap of approximately 62%.

In Advisory Opinion 2004-41 (CUNA Mutual), the Commission examined the relationship between a trade association whose direct membership consisted of credit unions, and the for-profit mutual insurance company established by the trade association. Although the Commission found minimal direct overlap in membership, it also examined the overlap between the individual insurance policyholders and the individual credit union accountholders. The Commission noted that “membership overlap may provide evidence of a formal or ongoing relationship where two organizations are populated by largely the same people in a manner suggesting an organized control over both groups.” (Citing Advisory Opinions 2002-15 (American Urological Association, Inc.) and 1995-12 (Independent Bankers Association of America)). The Commission concluded, however, that the ongoing relationship between the trade association and the insurance company was limited to arm’s length transactions, and the overlap between policyholders and accountholders appeared to be a consequence of the organization’s business arrangements, rather than evidence of a relationship.

Similarly, in this case, any direct or indirect overlap in membership between the Union and the Association appears to be the result of the negotiated provisions in the Agreement. The Union’s Constitution provides that any RN who is a member of the Association’s State nursing associations that engage in collective bargaining will be eligible for membership in the Union. Union Constitution, art.II, sec. A(1). You state that the RN is then free to join or not to join the Union as an individual member, and is free to

¹¹ There is no indication that the Association is a federation of State nursing associations, such that the individual members of the State nursing associations may be considered direct members of the Association. See 11 CFR 100.134(i) and 114.1(e)(5).

maintain or terminate her membership in the Association through the State nursing association. Accordingly, as in the CUNA Mutual case, “even if there is significant overlap between [the Association’s 27 State nursing association members and the Union’s individual members], such overlap would not by itself constitute sufficient evidence that one organization currently finances, maintains or controls the other.” Advisory Opinion 2004-41. Accordingly, this factor does not indicate that the two organizations are affiliated.

(E) *Whether a sponsoring organization or committee has common or overlapping officers or employees with another sponsoring organization or committee which indicates a formal or ongoing relationship between the organizations or committee. 11 CFR 100.5(g)(4)(ii)(E) and 110.3(a)(3)(ii)(E).*

and

(F) *Whether a sponsoring organization or committee has any members, officers or employees who were members, officers, or employees of another sponsoring organization or committee which indicates a formal or ongoing relationship or the creation of a successor entity. 11 CFR 100.5(g)(4)(ii)(F) and 110.3(a)(3)(ii)(F).*

Prior to the Agreement, the Association staff performed all of the staff functions for the Union. However, the organizations stopped sharing staff after the Agreement took effect. Paragraph 14 of the Agreement provides for a “Joint Staff Transition Committee,” which you have informed us is now defunct because the transition of staff has been complete for years.

The Union and the Association have only one official overlapping decision-maker, namely the Union President, and one unofficial overlapping officer, the Union Vice-President, as discussed above. You have informed us that “any Union member who runs for one of the 15 elected seats on the Association’s Board of Directors at the House of Delegates meeting does so and, if elected, serves in that position as an individual and not as a representative of the Union.” Moreover, only three of the Union’s current twenty-four staff members were formerly employed by the Association. Thus, the application of factors (E) and (F) do not point to affiliation.

(G) *Whether a sponsoring organization or committee provides goods in a significant amount or on an ongoing basis to another sponsoring organization or committee. 11 CFR 100.5(g)(4)(ii)(G) and 110.3(a)(3)(ii)(G).*

and

(H) *Whether a sponsoring organization or committee causes or arranges for funds in a significant amount or on an ongoing basis to be provided to another sponsoring organization or committee. 11 CFR 100.5(g)(4)(ii)(H) and 110.3(a)(3)(ii)(H).*

Although the two organizations share office space and the Association performs some administrative tasks for the Union, the Union pays the Association for the office space and services under the Agreement. Further, the \$900,000 paid by the Union for the shared office space and services is not a significant portion of the Association's receipts (approximately 2.1%), or of the Union's total disbursements (approximately 6.8%). These payments for services do not suggest affiliation. *See* Advisory Opinion 1996-42 (Lucent Technologies) (finding that the SSFs of two corporations were disaffiliated even though one of the corporations had agreed to pay the other corporation at least \$3 billion over three years for goods and services, when that amount represented only a "small percentage" of the recipient corporation's revenues.)

Under paragraph 8 of the Agreement, the Association agreed to make a one-time grant of \$740,000 in working capital and transitional support to the Union upon the restructuring of the two organizations. The Commission has recognized that such "transactions, rather than illustrating the continued affiliation of the two organizations, instead can be seen as part of the process to establish the independence and separation of [an entity] from its organizational parent." Advisory Opinion 2000-28 (American Seniors Housing Association) (footnote omitted). Similarly here, the provision of a one-time grant by the Association under the Agreement can be seen as part of the process of establishing the Union's independence and separation from the Association.

- (I) *Whether a sponsoring organization or committee had an active or significant role in the formation of another sponsoring organization or committee. 11 CFR 100.5(g)(4)(ii)(I) and 110.3(a)(3)(ii)(I).*

The RNs represented by 27 of the Association's state nursing associations formed the Union in 1999. However, under the Agreement, the two organizations separated their staffs, pension plans and treasuries and bifurcated the dues paid by members. Further, the Union now pays a negotiated price to the Association for the shared office space and administrative services. Finally, under the Agreement, the Association no longer has any participatory rights in the governance of the Union, and the Union has only minimal participatory rights in the governance of the Association and the Association's SSF.

The Commission has recognized that one organization's formation of another does not in and of itself make the two organizations permanent affiliates. *See* Advisory Opinions 2004-41 (CUNA Mutual), 2002-12 (American Medical Security, Inc.) and 2000-36 (Andersen Consulting PAC). Considering the intervening Agreement and the steps both organizations have taken after the Agreement to sever their operational and financial ties, this factor alone does not indicate current affiliation.

- (J) *Whether the sponsoring organizations or committees have similar patterns of contributions or contributors which indicate a formal or ongoing relationship between the sponsoring organizations or committees. 11 CFR 100.5(g)(4)(ii)(J) and 110.3(a)(3)(ii)(J).*

Because the Union has not yet established an SSF, this factor cannot be applied.

d. Conclusion

The application of the factors discussed above, including the separation of the staffs, treasuries, and functions of the two organizations, the minimal overlap in governance, and the minimal direct overlap in membership, leads the Commission to conclude that the Union and the Association are not affiliated for purposes of the Act. Accordingly, if the Union were to establish an SSF, that political committee would not be affiliated with the Association's SSF.

This response constitutes an advisory opinion concerning the application of the Act and Commission regulations to the specific transaction or activity set forth in your request. *See* 2 U.S.C. 437f. The Commission emphasizes that, if there is a change in any of the facts or assumptions presented and such facts or assumptions are material to a conclusion presented in this advisory opinion, then the requester may not rely on that conclusion as support for its proposed activity. All cited advisory opinions are available on the Commission's website at <http://saos.nictusa.com/saos/searchao>.

Sincerely,

(signed)
Robert D. Lenhard
Chairman