



FEDERAL ELECTION COMMISSION  
WASHINGTON, D.C. 20463

VIA FACSIMILE AND FIRST-CLASS MAIL

October 4, 1999

Frederic D. Woocher, Esq.  
Strumwasser & Woocher  
100 Wilshire Blvd., Suite 1900  
Santa Monica, CA 90401

RE: MUR 4742


Dear Mr. Woocher:

Thank you for your letter of August 20, 1999, responding to our letter of July 16, 1999. We have reviewed all of your clients' submissions in this matter, and would like you to submit additional information on one point.

In response to Question 15 of the interrogatories directed to Primacy, Mr. Remer appears to have responded by referring to his policies and practices with regard to collecting debts. We note, as does Mr. Remer, that the contract between Primacy and Vargas for Congress '96, and specifically the provision calling for deferral of the retainer fee, appears to constitute an extension of credit by Primacy. Please supplement Mr. Remer's response to Question 15 by stating whether Primacy has ever extended credit to a client through a similar "deferred compensation" retainer fee structure, and if so, give the details of such arrangement. Please identify and produce any contracts between Primacy and its clients which provide for such an arrangement.

Please respond to this letter as soon as possible, and no later than Thursday, October 14, 1999. If you have any questions, please contact me at (202) 694-1650.

Sincerely,

  
Seth H. Row  
Attorney

21-04-403-1836