

September 25, 2006

**VIA FACSIMILE (202) 219-0174
and FEDEX**

Mr. Jeff S. Jordan
Supervisory Attorney
Complaints Examination and Legal Administration
Federal Election Commission
999 E Street, N.W.
Washington, D.C. 20463

Re: MUR 5803 State Farm Investment Management Corporation, Arthur J. Bushell

Dear Mr. Jordan:

In connection with the above-referenced MUR, I am telefaxing with this letter copies of the following:

1. Response of State Farm Investment Management Corporation (including Affidavit of Arthur J. Bushell); and
2. Response of Arthur J. Bushell.

Hard copies of these documents will be delivered by overnight mail. Thank you for your attention to this matter and should you have any questions, please do not hesitate to call.

Yours very truly,



Michael F. Feeley

MFF/lt
Enclosures

cc: Mr. M. Taylor (w/enc.)
Mr. A. Bushell (w/enc.)

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FEDERAL ELECTION
COMMISSION
OFFICE OF CENTRAL
COUNSEL

27044170871

BEFORE THE FEDERAL ELECTION COMMISSION

In the matter of:

Coloradoans for Rick O'Donnell
(Committee ID: H2CO07055)

MUR# 5803

RESPONSE OF STATE FARM INVESTMENT MANAGEMENT CORPORATION

State Farm Investment Management Corporation submits this Response in accordance with 2 U.S.C. § 437g(a)(1) and 11 C.F.R. § 111.6 and requests that that no action be taken in connection with the complaint-generated matter designated as MUR 5803.

PRELIMINARY STATEMENT

1. State Farm Investment Management Corporation ("SFIMC") received written notification that a Complaint had been received by the Federal Election Commission by letter dated September 1, 2006. A copy of that letter is attached as Exhibit A. The notification included a copy of the Complaint and a Description of Preliminary Procedures.
2. The Complaint alleges the contribution and receipt of impermissible corporate contributions in connection with the campaign of Rick O'Donnell, a candidate for Congress in the Seventh District of Colorado.
3. Specifically, the Complaint alleges that a printed postcard invitation suggests impermissible corporate contributions were made to the "O'Donnell Campaign." See Complaint ¶13. In addition, the Complaint alleges that corporate resources were used by Bushell Insurance Agency, Inc. ("Bushell, Inc.") to facilitate fundraising in connection with a campaign event held on August 22, 2006. See Complaint ¶14.
4. Bushell, Inc. and SFIMC have no association, relationship or affiliation. See Affidavit of Arthur Bushell attached as Exhibit B ("Bushell Affidavit") ¶ 3.
5. Bushell, Inc. does have independent contractor relationship with other separate State Farm Companies, including State Farm Automobile Insurance Company, State Farm Life Insurance Company, State Farm Fire & Casualty Company and State Farm General Insurance Company (collectively the "State Farm Companies"). See Bushell Affidavit ¶ 4.
6. The State Farm Companies are separate and independent insurance corporations organized and existing under the laws of the State of Illinois.

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7. The September 1, 2006 notification was directed to SFIMC. SFIMC respectfully requests, in accordance with 11 CFR § 111.7, the General Counsel recommend to the Federal Election Commission that there is no reason to believe a violation of the Federal Election Campaign Act of 1971 has been committed by SFIMC.

8. The State Farm Companies further request the General Counsel consider the balance of this Response as a request for a recommendation to the Federal Election Commission that there is no reason to believe a violation of the Federal Election Campaign Act of 1971 has been committed by the State Farm Companies.

RESPONSE TO ALLEGATIONS SET FORTH IN THE COMPLAINT

9. Only three paragraphs of the Complaint refer to the State Farm Companies:

- a. Paragraph 3 alleges that Bushell, Inc. is affiliated with the State Farm Companies.¹
- b. Paragraph 6 alleges that invitations to an event were sent on pre-printed postcards featuring the State Farm insurance logo and the State Farm insurance corporate slogan, "Your Good Neighbor."
- c. Paragraph 13 alleges that the invitation used the "affiliation" with the State Farm Companies to "lure invitees to the Bushell home."

10. The Complaint concludes that Bushell, Inc. provided corporate resources to facilitate fundraising in violation of 11 CFR § 114.2(f).

11. With regard to the allegation that Bushell, Inc. is "affiliated" with the State Farm Companies (¶¶ 3 and 13 of the Complaint) as noted above, Bushell, Inc. does have an independent contractor relationship with the State Farm Companies. Bushell, Inc. in an Independent Contractor pursuant to the State Farm Agent's Agreement giving Bushell, Inc. the contractual right to market and service State Farm Insurance products. See Bushell Affidavit ¶ 4.

12. The "affiliation" is strictly an independent contractor relationship by which Bushell, Inc. has full control over its daily activities and by which Bushell, Inc. exercises independent judgment and control as to the time, place and manner of all of its activities.

13. The State Farm Companies' relationship with Bushell, Inc. is contractual only. The State Farm Companies have no right to control the activities of Bushell, Inc. and, in fact, the State Farm Companies do not exercise any control over the activities of Bushell, Inc.

¹ The State Farm Companies note that the use of the term "affiliated" is a term used by the complaining party and in this context does not suggest "affiliation" as that term is used in 2 U.S.C. 441a(a)(5); 11 CFR 100.5(g)(2) or 110.3(a)(1)(ii).

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14. Bushell, Inc., in exercising control of its own activities, did not advise, seek the consent of or notify the State Farm Companies of its activities in connection with the O'Donnell Campaign or the August 22, 2006 campaign event. See Bushell Affidavit ¶¶ 10, 11, 14 and 18.

15. With regard to the use of the State Farm logo and the slogan on the postcard invitations, as part of the Independent Contractor relationship, insurance agents such as Bushell, Inc. are entitled to purchase promotional material, including promotional postcards, from third party vendors. The promotional material often contains the familiar State Farm logo and familiar State Farms promotional slogans. Promotional items are intended to assist the Independent Contractor in marketing and servicing State Farm insurance products. See Bushell Affidavit ¶ 15.

16. Consistent with the Independent Contractor relationship, the decision to purchase promotional material, the quantity ordered and the use of the promotional material is solely within the discretion of the Independent Contractor². See Bushell Affidavit ¶ 16.

17. In this instance, the postcards used in the invitation to the August 22, 2006 event were purchased by Bushell, Inc. some time in the past. Mr. Bushell has used the postcards to drop notes to clients and policyholders and to stay in touch with his client base. See Bushell Affidavit ¶ 15. Paragraph 9 of the Complaint accurately describes the general use of the postcards, "to communicate with policy holders regarding business and insurance matters."

18. Bushell, Inc. purchased and used the promotional postcards solely in its own discretion and did not advise, seek the consent of or notify the Sate Farm Companies of the purchase or use of the promotional postcards in connection with the O'Donnell Campaign or the August 22, 2006 campaign event. See Bushell Affidavit ¶16.

19. The State Farm Companies did not make a contribution as defined in 11 CFR 114.1(a) in connection with the O'Donnell Campaign or any federal election. In addition, the Complaint does not allege that the State Farm Companies has made a contribution as defined in 11 CFR 114.1(a) in connection with the O'Donnell Campaign or any federal election.

20. The State Farm Companies did not facilitate the making of any contributions as defined in 11 CFR 114.2(f). The State Farm Companies did not participate in any of the activities described in the Complaint and had no knowledge of the activities described in the Complaint. The State Farm Companies did not "use" corporate resources to engage in fundraising activities in connection with the O'Donnell Campaign or any federal election. In addition, the Complaint does not allege that the State Farm Companies facilitated the making of contributions as defined in 11 CFR 114.2(f).

² Agents may use promotional material as they see fit. However, the State Farm Companies note that the use of "advertisements referring to [State Farm] or identifying [State Farm] without [State Farm's] prior approval" is required under the terms of the State Farm Agent's Agreement. No prior approval was sought in this instance.

WHEREFORE the State Farm Companies request the General Counsel recommend to the Federal Election Commission that there is no reason to believe a violation of the Federal Election Campaign Act of 1971 has been committed by the State Farm Companies and this Matter Under Review be closed.

ISAACSON ROSENBAUM P.C.

By Michael F. Feeley
Michael F. Feeley
633 17th Street, Suite 2200
Denver, CO 80202
Phone: 303.256.7027
Fax: 303.974.7997
E-mail: mfeeley@ir-law.com



FEDERAL ELECTION COMMISSION
WASHINGTON, D.C. 20463

SEP 01 2006

David Grizzle
State Farm Investment Management Corporation
Three State Farm Plaza N-2
Bloomington, IL 61710

Re: MUR 5803

Dear Mr. Grizzle:

The Federal Election Commission received a complaint that indicates State Farm Investment Management Corporation may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 5803. Please refer to this number in all future correspondence.

Under the Act you have the opportunity to demonstrate in writing that no action should be taken against State Farm Investment Management Corporation in this matter. Please submit any factual or legal materials that you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath. Your response, which should be addressed to the General Counsel's Office, must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public. If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.

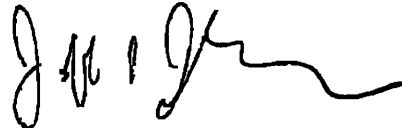
EXHIBIT

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If you have any questions, please contact Kim Collins at (202) 694-1650 or toll free at 1-800-424-9530. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,



Jeff S. Jordan
Supervisory Attorney
Complaints Examination &
Legal Administration

Enclosures:

1. Complaint
2. Procedures
3. Designation of Counsel Statement

27044170877

BEFORE THE FEDERAL ELECTION COMMISSION

In the matter of:

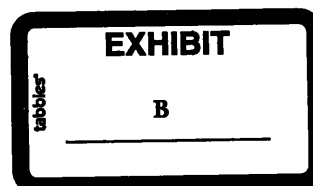
Coloradoans for Rick O'Donnell
(Committee ID: H2CO07055)

MUR# 5803

AFFIDAVIT OF ARTHUR J. BUSHELL

The Affiant, Arthur J. Bushell, after being duly sworn upon his oath and in support of the Response of State Farm Investment Management Corporation submitted in connection with the Matter Under Review referred to above, states the following:

1. I am the President of Bushell Insurance Agency, Inc., a Colorado corporation (hereinafter referred to as "Bushell, Inc."), and have been so since the corporation was initially registered with the Colorado Secretary of State on April 21, 1980.
2. Bushell, Inc. remains a Colorado corporation in good standing. The address and principal place of business of Bushell, Inc. is 12519 W. 32nd Avenue, Wheat Ridge, Colorado 80033.
3. Bushell, Inc. has no relationship of any nature with State Farm Investment Management Corporation. No contractual relationship between the two companies exists. There is no common ownership between the two companies. There are no common employees. The companies engage in entirely different businesses. State Farm Investment Management Corporation had nothing to do with the formation of Bushell, Inc. and has had no involvement in the operation and management of Bushell, Inc.
4. Bushell, Inc. does have an independent contractor relationship with certain State Farm Companies. Specifically, pursuant an independent contractor agreement referred to as a "State Farm Agent's Agreement," Bushell, Inc does have an independent contractor relationship with State Farm Automobile Insurance Company, State Farm Life Insurance Company, State Farm Fire & Casualty Company and State Farm General Insurance Company (collectively referred to as the "State Farm Companies").
5. In accordance with the State Farm Agent's Agreement, Bushell, Inc. is contractually entitled to solicit applications for insurance, collect initial premiums, membership fees and charges, countersign and deliver policies, reinstate and transfer insurance, assist policyholders, cooperate with adjusters in reporting and handling claims and advance the interests of the State Farm Companies, its agents and policyholders.



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6. Bushell, Inc. is strictly an independent contractor for all purposes. Its rights and responsibilities vis-à-vis the State Farm Companies is contractual only. Bushell, Inc. has full control of its daily activities with the right to exercise independent judgment as to the time, place and manner of soliciting insurance, servicing policyholders and otherwise carrying out the terms of its contractual obligations to the State Farm Companies.

7. There is no common ownership between the Bushell, Inc. and the State Farm Companies. There are no common employees. The State Farm Companies had nothing to do with the formation of Bushell, Inc. and has had no involvement in the operation and management of Bushell, Inc.

8. Prior to August 22, 2006, I had conversations with representatives of Coloradoans for Rick O'Donnell (the "O'Donnell Campaign"). I understood that the O'Donnell Campaign was formed to support the candidacy of Mr. Rick O'Donnell, a candidate for Congress in the Seventh District of Colorado.

9. Through those conversations, I agreed that my wife and I would host an event for the O'Donnell Campaign to be held at our home, our personal residence. My wife and I arranged the details and did all the work necessary for the event. However, we did coordinate the details of the event with the O'Donnell Campaign. The event was scheduled for August 22, 2006 to take place at our home at Lakewood, Colorado 80215.

10. Prior to the event, I did not speak with, notify, advise or seek permission of anyone associated with the State Farm Companies regarding the event. Given the longstanding and well defined independent contractor relationship Bushell, Inc. has with the State Farm Companies, there was no need to inform the State Farm Companies of the August 22 event.

11. The State Farm Companies had no knowledge of the event and had nothing to do with the preparation or conduct of the event.

12. Prior to the August 22 event, I had discussions with the O'Donnell Campaign about developing a list of the invitees to the event. It was my intent to invite an array of individuals who live nearby in the Seventh Congressional District in order that they have an opportunity to meet the candidate. In developing the invitation list, I invited clients of Bushell, Inc, several members of the Wheat Ridge High School Class of 1961 with whom I had recently attended a reunion, personal friends and neighbors.

13. The clients of Bushell, Inc. invited to the event are policyholders gleaned from a customer list Bushell, Inc. utilizes in connection with its independent contractor relationship with the State Farm Companies. Information regarding the names and addresses of State Farm policyholders constitute trade secrets wholly and exclusively owned by the State Farm Companies. In accordance with the independent contractor agreement, Bushell, Inc. is entitled to use, but does not own, the customer lists.

14. At no time did I or anyone else on behalf of Bushell, Inc. discuss, notify or advise the State Farm Companies of the use of the customer list or any portion of the customer list to assemble an invitation list for the August 22 event.


15. Invitations to the August 22 event were mailed utilizing a postcard Bushell, Inc. acquired in the past from a third party vendor. Under the terms of the independent contractor agreement, Bushell, Inc. is entitled to purchase promotional material, including promotional postcards. Typically, Bushell, Inc has used the postcards to drop notes to clients and policyholders and to stay in touch with our client base. Promotional items such as postcards are intended to assist Bushell, Inc. in marketing and servicing State Farm insurance products. The post card used for the invitations to the August 22 event did contain the familiar State Farm logo and a familiar State Farm promotional slogan.

16. Consistent with the Independent Contractor relationship, the decision to purchase promotional material, the quantity ordered and the use of the promotional material is solely within the discretion of Bushell, Inc.

17. Bushell, Inc. purchased and used the promotional postcards solely in its own discretion and did not discuss, advise, seek the consent of or notify the Sate Farm Companies of the use of the promotional postcards in connection with the O'Donnell Campaign or the August 22 event.

18. The State Farm Companies had no involvement with the August 22 event. The State Farm Companies had nothing to do with the postcard invitation used in connection with the August 22 event. The use of customer lists and promotional postcards was done without any knowledge of the State Farm Companies.

Further the Affiant sayeth naught.

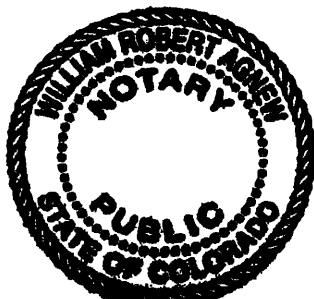

Arthur J. Bushell

STATE OF COLORADO)
COUNTY OF JEFFERSON)

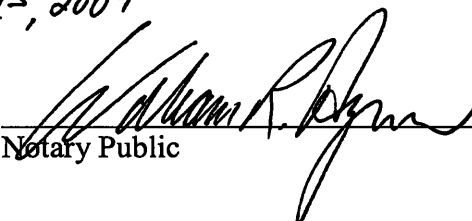
Subscribed and sworn to before me by Arthur J. Bushell this 25th day of September, 2006.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission expires: December 15, 2009



My Commission Expires 12/15/2009


Notary Public

BEFORE THE FEDERAL ELECTION COMMISSION

In the matter of:

Coloradoans for Rick O'Donnell
(Committee ID: H2GO07055)

MUR# 5803

VERIFIED RESPONSE OF BUSHELL INSURANCE AGENCY, INC.

Bushell Insurance Agency, Inc. submits this Response in accordance with 2 U.S.C. § 437g(a)(1) and 11 C.F.R. § 111.6 and requests that no action be taken in connection with the complaint-generated matter designated as MUR 5803. This Response is verified and submitted under oath by the President of Bushell Insurance Agency, Inc., Mr. Arthur J. Bushell.

1. Bushell Insurance Agency, Inc. ("Bushell, Inc.") received written notification that a Complaint had been received by the Federal Election Commission by letter dated September 1, 2006. A copy of that letter is attached as Exhibit A. The notification included a copy of the Complaint and a Description of Preliminary Procedures.

2. The Complaint alleges the contribution and receipt of impermissible corporate contributions in connection with the campaign of Rick O'Donnell, a candidate for Congress in the Seventh District of Colorado.

3. Specifically, the Complaint alleges that a printed postcard invitation suggests impermissible corporate contributions were made to the "O'Donnell Campaign." See Complaint ¶13. In addition, the Complaint alleges that corporate resources were used by Bushell, Inc. to facilitate fundraising in connection with a campaign event held on August 22, 2006. See Complaint ¶ 14.

4. Bushell, Inc. requests the General Counsel consider this Response as a request that the General Counsel recommend to the Federal Election Commission that there is no reason to believe a violation of the Federal Election Campaign Act of 1971 has been committed by the Bushell, Inc.

5. In the alternative, Bushell, Inc. requests that the General Counsel recommend to the Federal Election Commission that the Commission otherwise dismiss the Complaint as to Bushell, Inc. without regard to the provisions of 11CFR §111.6(a). *c.f.* 11CFR §111.7(b).

6. Prior to August 22, 2006, Arthur J. Bushell had conversations with representatives of Coloradoans for Rick O'Donnell (the "O'Donnell Campaign"). Mr. Bushell understood that the O'Donnell Campaign was formed to support the candidacy of Mr. Rick O'Donnell, a candidate for Congress in the Seventh District of Colorado.

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7. Through those conversations, Mr. Bushell and his wife agreed to host an event for the O'Donnell Campaign to be held at the Bushell home, their personal residence. Mr. Bushell and his wife arranged the details and did all the work necessary for the event. However, they did coordinate the details of the event with the O'Donnell Campaign.

8. The event was scheduled for August 22, 2006 to take place at the Bushell's home at Lakewood, Colorado 80215. The address of Bushell, Inc. is 12519 West 32nd Avenue, Wheat Ridge, Colorado 80033. The event did take place at the family home on the designated date and time.

9. Prior to the August 22 event, Mr. Bushell had discussions with the O'Donnell Campaign about assembling a list of the invitees to the event. Mr. Bushell hoped to invite an array of individuals who live nearby in the Seventh Congressional District in order that they have an opportunity to meet the candidate. In developing the invitation list, Mr. Bushell invited clients of Bushell, Inc, several members of the Wheat Ridge High School Class of 1961 with whom he had recently attended a reunion, personal friends and neighbors.

10. Neither Mr. Bushell nor Bushell, Inc. gave any invitation or customer lists to the O'Donnell campaign.

11. The clients of Bushell, Inc. invited to the event are policyholders living nearby gleaned from a customer list Bushell, Inc. utilizes in connection with its independent contractor relationship with the State Farm Companies. Information regarding the names and addresses of State Farm policyholders constitute trade secrets wholly and exclusively owned by the State Farm Companies. In accordance with an independent contractor agreement, Bushell, Inc. is entitled to use, but does not own, the customer lists.

12. Invitations to the August 22 event was mailed utilizing a postcard Bushell, Inc. previously acquired from a third party vendor. The sample of the invitation attached to the Complaint is essentially an accurate example of the postcards which were mailed, although some may have differed slightly in format.

13. Under the terms of an independent contractor agreement, Bushell, Inc. is entitled to purchase promotional material, including promotional postcards, from third party vendors. Typically, Bushell, Inc. uses the postcards to drop notes to clients and policyholders and to stay in touch with our client base.

14. The postcards do bear the logo of State Farm and a State Farm slogan, but the State Farm Companies had no knowledge of the use of the postcards for the purposes of an invitation to a political event

15. The postcards were addressed to the various invitees by Mr. Bushell and his son, Arthur J. Bushell, Jr., the accountant for Bushell, Inc., outside of normal business hours on their own time. The postcards and the postage stamps were initially paid for by Bushell, Inc. Mr. Bushell wrote a personal check payable to Bushell, Inc in the amount of \$170.00 to cover the cost of 500 postcards and postcard class postage stamps. Mr. Bushell estimated that the

postcards cost \$.08 apiece and the postcard stamps cost \$.26. A copy of Check Number 1068 drawn upon the personal account of Arthur J. Bushell, payable to Bushell, Inc. in the amount of \$170.00, is attached hereto as Exhibit A. The attached check was delivered to Bushell, Inc. shortly after the date of the event.

16. The postcard mentions two ways that invitees could send an RSVP. First, the telephone number of Bushell, Inc. is noted. In reviewing telephone logs, it appears that approximately twelve (12) invitees did call Bushell, Inc. to RSVP to the event. Second, Arthur J. Bushell's personal email address is given. That personal email address is for a computer Mr. Bushell keeps at home and is separate and apart from the email addresses email he uses at the Bushell, Inc. office.

17. The event did take place at Mr. and Mrs. Bushell's home on August 22. Approximately 70 people attended. The event at the Bushell home was staffed by O'Donnell Campaign volunteers. Campaign literature was available. Mr. Bushell introduced the candidate who spoke for a short time and who answered questions from the attendees.

18. Attached hereto as Exhibit B is an itemization of the total costs incurred by the Bushells in hosting the event. The total is \$629.00. The Bushells have advised the O'Donnell Campaign of this amount and provided an identical itemization.

19. All but one of the items identified on Exhibit B were paid for by the Bushell's personal credit card. The only item relating to Bushell, Inc. is the personal check Mr. Bushell used to reimburse Bushell, Inc. for the items initially paid for by the company.

20. Mr. Bushell has operated a State Farm Insurance Agency in Wheat Ridge, Colorado for more that thirty (30) years. The Bushells raised their family in this neighborhood and the family has been actively and consistently involved in countless school and community activities through the years. The opportunity to lend a hand and help a young man to run for Congress was a natural continuation of his community service.

21. Bushell, Inc. did not make a contribution as defined in 11 CFR 114.1(a) in connection with the O'Donnell Campaign or any federal election. Except as may be inferred by the matters set forth above, Bushell Inc. did not facilitate the making of any contributions as defined in 11 CFR 114.2(f). Either corporate resources were reimbursed or were so negligible as to be *de minimus*.

WHEREFORE, Bushell, Inc. requests that the General Counsel recommend to the Federal Election Commission that there is no reason to believe a violation of the Federal Election Campaign Act of 1971 has been committed by Bushell, Inc. In the alternative, Bushell, Inc. requests that the General Counsel recommend to the Federal Election Commission that the Commission otherwise dismiss the Complaint as to Bushell, Inc. without regard to the provisions of 11CFR §111.6(a). *c.f.* 11CFR §111.7(b).

ISAACSON ROSENBAUM P.C.

By Michael F. Feeley
Michael F. Feeley
633 17th Street, Suite 2200
Denver, CO 80202
Phone: 303.256.7027
Fax: 303.974.7997
E-mail: mfeeley@ir-law.com

VERIFICATION

Being duly sworn upon my oath, I, Arthur J. Bushell, state that I have read the foregoing Response of Bushell Insurance Agency, Inc. and that to the best of my knowledge and belief, the matters set forth therein are true and correct.

Arthur J. Bushell
Arthur J. Bushell

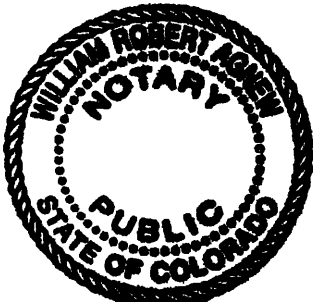
STATE OF COLORADO)
COUNTY OF JEFFERSON)

Subscribed and sworn to before me by Arthur J. Bushell this 25th day of September, 2006.

WITNESS MY HAND AND OFFICIAL SEAL.

My Commission expires: December 15, 2009

William R. Agnew
Notary Public



My Commission Expires 12/15/2009



FEDERAL ELECTION COMMISSION
WASHINGTON, D C 20463

SEP 01 2006

Arthur J. Bushell
Bushell Insurance Agency, Inc.
12519 W. 32nd Avenue
Wheat Ridge, CO 80033

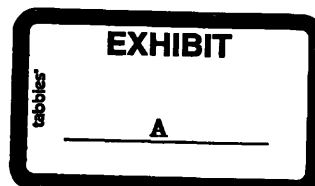
Re: MUR 5803

Dear Mr. Bushell:

The Federal Election Commission received a complaint that indicates Bushell Insurance Agency, Inc. and you may have violated the Federal Election Campaign Act of 1971, as amended ("the Act"). A copy of the complaint is enclosed. We have numbered this matter MUR 5803. Please refer to this number in all future correspondence.

Under the Act you have the opportunity to demonstrate in writing that no action should be taken against Bushell Insurance Agency, Inc. and you in this matter. Please submit any factual or legal materials that you believe are relevant to the Commission's analysis of this matter. Where appropriate, statements should be submitted under oath. Your response, which should be addressed to the General Counsel's Office, must be submitted within 15 days of receipt of this letter. If no response is received within 15 days, the Commission may take further action based on the available information.

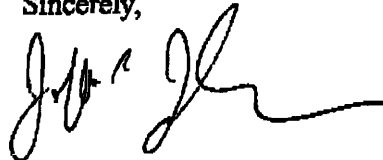
This matter will remain confidential in accordance with 2 U.S.C. § 437g(a)(4)(B) and § 437g(a)(12)(A) unless you notify the Commission in writing that you wish the matter to be made public. If you intend to be represented by counsel in this matter, please advise the Commission by completing the enclosed form stating the name, address and telephone number of such counsel, and authorizing such counsel to receive any notifications and other communications from the Commission.



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If you have any questions, please contact Kim Collins at (202) 694-1650 or toll free at 1-800-424-9530. For your information, we have enclosed a brief description of the Commission's procedures for handling complaints.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff S. Jordan', with a long horizontal flourish extending to the right.

Jeff S. Jordan
Supervisory Attorney
Complaints Examination &
Legal Administration

Enclosures:

1. Complaint
2. Procedures
3. Designation of Counsel Statement

27044170886

**ARTHUR & VICKI BUSHELL
EXPENSES FOR RICK O'DONNELL SOCIAL
AUGUST 22, 2006**

DATE	DESCRIPTION	AMOUNT	ACCOUNT PAID
	Party America Decorations	51.23	Personal Credit Card
8-18-06	Bushell Ins Agency, Inc. 500 Post Cards 500 Stamps	170.00	Arthur Bushell Personal Checking
8-21-06	Sams Club Food & Supplies	127.68	Personal Credit Card
8-21-06	Costco Food & Supplies	173.76	Personal Credit Card
8-21-06	Kings Scoopers Food & Supplies	106.42	Personal Credit Card
	Total	\$629.19	

EXHIBIT

B

