

EXHIBIT C

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April 8, 2003

BY FAX AND COURIER

Kathleen Dutt, Esq.
General Counsel's Office
Federal Elections Commission
999E Street N.W., 6th Floor
Washington, D.C. 20463

Re: MUR 5069, 5132

Dear Ms. Dutt:

On September 1, 2000, Aníbal Acevedo Vilá ("Acevedo Vilá"); Comité Acevedo Vilá Comisionado 2000, Inc. (the "Campaign" or "Committee"), and Ramón Velasco, as treasurer (collectively "Respondents"), received copy of MUR 5069. On November 13, 2000, Respondents received copy of MUR 5132. Both MUR 5069 and 5132 charges Respondents with multiple alleged violations to the Federal Election Campaign Act, 2 U.S.C. §§431, et seq. ("FECA") and its regulations.

Respondents filed well documented responses to both MUR 5069 and 5132, both of which were supported by sworn statements and other documentary evidence. As a result thereof, by letter dated October 5, 2001, this Honorable Commission delivered a document entitled Factual and Legal Analysis of MUR 5069/5132 wherein all but one of the charges levied against Respondents were dismissed. The only charge pending at this time before this Commission is whether the Campaign received an illegal campaign contribution from Lopito, Ileana & Howie, Inc. ("LIH") by way of disbursements for the purchase of media and advertising time. On December 3, 2001, Respondents filed a supplemental response, detailing the grounds why the

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terms and conditions of the Committee's outstanding invoices to LIH were within LIH's ordinary course of business and on terms substantially similar to extensions of credit to nonpolitical debtors. Likewise, the December 3, 2001 response outlined LIH's commercially reasonable attempts to collect the balance due on the Committee's outstanding invoices.

Notwithstanding the foregoing, the Respondents received a letter on February 13, 2003, asking for further information regarding whether LIH handled the payment of the outstanding invoices by the Committee in a commercially reasonable manner. This letter was followed by a supplemental letter on March 25, 2003. This letter is in response to your letters of February 13 and March 25, 2003.

As Respondents have already detailed, there was always a mutual understanding that all of the amounts invoiced by LIH to the Committee in connection with the 1999 Primary Campaign would be fully paid. See, Sworn Statement by Carlos Rodriguez dated October 13, 2000; Sworn Statement by Ramón Velasco dated October 13, 2000, attached as Exhibit 3 to the Response to MUR 5069. See also, Sworn Statement by Ramón L. Velasco dated April 4, 2003, attached hereto as Exhibit A; Sworn Statement of Edwin Colón dated April 4, 2003, attached hereto as Exhibit B.

None of the Respondents possess documents responsive to this Honorable Commission's Requests dated February 13 and March 25, 2003, other than those documents already submitted to this Honorable Commission in connection with MURs 5069 and 5132. Notwithstanding the foregoing, and in an effort to provide to this Honorable Commission information responsive to its Request, Respondents have attached to the instant response Sworn Statements by Ramón L. Velasco, the Committee's treasurer, and Edwin Colón, the Committee's assistant treasurer and custodian of records, in regard to the history of the payment of the Committee's outstanding invoices to LIH.

As is set forth in the Sworn Statements, Messrs. Velasco and Colón held various scheduled and unscheduled meetings with LIH officers, such as Carlos Rodríguez and Noemí Díaz concerning the payment of the Committee's outstanding invoices to LIH.

Between September, 1999 through December, 1999, the Committee's meetings with LIH personnel were intended to discuss the payment of any invoices due by the Committee to LIH, and any additional services that the Committee would request from LIH. During said time period, the Committee paid its invoices to LIH as or shortly after they became due. See Exhibit A.

By the end of 1999, the Committee had accumulated a balance of invoices with LIH. Therefore, on or about January, 2000, the Committee held various meetings with Noemí Díaz and/or Carlos Rodríguez, to discuss the payment of the Committee's outstanding invoices to LIH. Said meetings were attended by Messrs. Velasco, Juan Agosto Alicea, the campaign's former general manager, and Edwin Colón. See, Exhibits A and B.

Respondents do not recall the dates nor the number of meetings held with Noemí Díaz

and Carlos Rodríguez, nor are there any agendas, minutes or documents thereof, since said meetings were typically informal. However, said meetings typically occurred on or about the time that the Committee delivered some of its payments to LIH. See Exhibits A and B.

An issue arose between LIH and the Committee on or about February, 2000. LIH insisted that the Committee pay the outstanding balance on or before February 28, 2000, but the Committee declined said proposal, because said payment schedule was unreasonably burdensome in light of the Committee's receipts. LIH also insisted that the Committee commence paying interest on any unpaid invoices, but the Committee declined said proposal on the basis of its understanding that LIH does not demand the payment of interest on unpaid invoices from its clients, political and non-political, and there was no reason why the Committee should be treated differently. See Exhibits A and B.

After February, 2000, LIH contended that the Committee had agreed to pay all outstanding invoices to LIH by February 28, 2000. Such an agreement was never consummated. Notwithstanding the foregoing, the Committee continued to make regular payments to LIH and tried to negotiate a reasonable payment agreement with LIH. See Exhibit A. During this time, Messrs. Velasco and Colón held various meetings with Noemí Díaz, wherein the Committee advised her that it intended to fully pay all amounts due to LIH, and that it would continue to direct a substantial portion of its receipts to the payment of the Committee's outstanding invoices to LIH. The Committee would also typically outline to Noemí Díaz the Committee's upcoming fund raising events, to assure her of the Committee's cash-flow, and discussed the date of the Committee's next payment to LIH. See Exhibits A and B.

Between February 29, 2000 through June 29, 2001, Mr. Velasco met with Noemí Díaz and/or Carlos Rodríguez on multiple occasions to discuss the issue of payment of the Committee's outstanding invoices to LIH. These negotiations were unsuccessful because LIH insisted that the Committee had agreed to pay the total outstanding amount by February 28, 2000, and that all amounts were immediately due and demandable. See Exhibit A.

Thereafter, on or about April, 2001, LIH retained the services of attorney Jorge Pérez Díaz to negotiate the payment of the Committee's outstanding invoices to LIH. Mr. Pérez Díaz assumed the position that the Committee had purportedly agreed to pay the entirety of the outstanding invoices on February 28, 2000, and demanded that the Committee pay all of the outstanding invoices by December 2001. The Committee found this date unreasonable in view of the Committee's receipts and fund raising events. See Exhibit A.

After June 29, 2001, and as a negotiation tool, the Committee decided to withhold payments to LIH as a strategy to induce attorney Pérez Díaz and LIH to negotiate a reasonable deferred payment agreement. On or about November, 2001, attorney Pérez Díaz called to discuss LIH's proposed payment plan. The principal issues subject to negotiations with atty. Pérez Díaz were that the payment schedule that would make the Committee pay the outstanding balance in its entirety by December 31, 2001 was too burdensome, and the payment of interest on the principal was not satisfactory to the Committee, because it was the Committee's understanding that LIH did not demand the payment of interest from its other clients.

Notwithstanding the foregoing, and in consideration of LIH's offer, and to induce LIH not to initiate legal action against the Committee, the Committee made two payments to LIH totaling \$104,327.68 on November 30, 2001. See Exhibit A.

Negotiations between the Committee and LIH cooled over the months of December, 2001 through March, 2002, because Mr. Velasco's wife was subjected to a major procedure that culminated in major invasive surgery. Mr. Velasco spent most of said time tending to her care, and did not spend as much time tending to the Committee's affairs. However, after February, 2002, Mr. Velasco and attorney Pérez Díaz engaged in further negotiations designed to finalize an agreement for the payment of the Committee's outstanding invoices to LIH. See Exhibit A. After various conversations, an agreement for the payment of said invoices was executed on April 4, 2002, and the entirety of the outstanding invoices was paid by December, 2002. See Exhibits A and B.

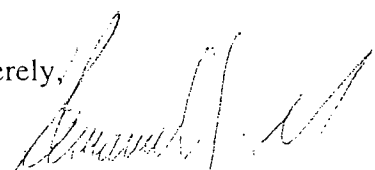
From the foregoing, it is evident that at all times the Committee fully intended to pay all amounts due to LIH, and was engaged in negotiations that resulted in the execution of a payment agreement with LIH on April, 2002. Respondents further understand that LIH engaged in commercially reasonable attempts to collect the Committee's outstanding invoices, and that said collection efforts reflect LIH's ordinary course of business, as represented to the Committee by Carlos Rodríguez and Noemí Díaz.

The Committee also engaged in commercially reasonable efforts to pay the same. As is shown by the Committee's reports to this Honorable Commission, over 70% of the Committee's receipts in 2001 were applied towards payment of the LIH outstanding invoices, and over 83% of the Committee's receipts in 2002 have also been applied towards the same. Likewise, the Committee's payment history to LIH, as shown in the Committee's reports to this Honorable Commission, reflect the Committee's best efforts to manufacture leverage to negotiate with LIH and its attorneys and pay the outstanding LIH invoices.

As such, the Committee respectfully submits that there is no basis of law or fact to warrant any further proceedings in the instant matter. Wherefore, Respondents respectfully request that the instant matter be dismissed forthwith.

Should you have any questions or comments regarding the foregoing, please do not hesitate to contact the undersigned.

Sincerely,



Johanna Emmanuelli Huertas. Esq.